COMMUNITY ACTION PARTNERSHIP *OF* KERN
BOARD OF DIRECTORS MEETING

5005 Business Park Drive, Bakersfield, CA
September 25, 2019
12:00 pm

AGENDA

I. Call to Order

a. Moment of Silence/Pledge of Allegiance *(Please Stand)*

b. Reading of the "Promise of Community Action" *(Please Stand)*

Community Action changes people's lives, embodies the spirit of hope, improves communities, and makes America a better place to live. We care about the entire community, and we are dedicated to helping people help themselves and each other.

c. Roll Call

Janea Benton	Craig Henderson	Marian Panos
Jimmie Childress	Nila Hogan	Guadalupe Perez
Lorena Fernandez	Mike Maggard	Warren Peterson
Curtis Floyd	Jonathan Mullings	Fred Plane
Jose Gurrola	Yolanda Ochoa	Ana Vigil

II. Approval of Agenda

III. Approval of Meeting Minutes

a. Minutes of August 21, 2019 Board of Directors meeting – ***Action Item (p. 4-9)***

IV. Introduction of Guests/Public Forum:

(The public may address the Board of Directors on items not on the agenda. Speakers are limited to 3 minutes. If more than one person wishes to address the same topic, the total group time for the topic will be 10 minutes. Please state your name before making your presentation.)

V. Special Presentation

a. No special presentation is scheduled.

VI. New Business

a. Health Insurance Broker Proposal for the 2020 Plan Year – Ray Quan, Director of Human Resources – ***Action Item (p. 10-30)***

b. Revised Attendance Policy – (Full-Year & Part-Year) – Ray Quan, Director of Human Resources – ***Action Item (p. 31-36)***

c. 2020 Holiday Schedule – Ray Quan, Director of Human Resources - ***Action Item (p. 37)***

d. Head Start / State Child Development Staffing Changes – Donna Holland, Fiscal Administrator – ***Action Item (p. 38-43)***

e. Homeless Project Update – Jeremy Tobias, Chief Executive Officer – ***Info Item (Verbal)***

VII. Committee Reports

a. PRE Committee Report – Sheila Shegos, Outreach & Grant Administrator – ***Action Item***
   i. Minutes from the September 11, 2019 Committee Meeting ***(p. 44-46)***
   ii. VITA / Community Development Presentation
   iii. August 2019 Program & Division Reports ***(p. 47-60)***
   iv. Application Status Reports and Funding Requests for August 2019 ***(p. 61-72)***
   v. July & August Head Start / State Child Development Enrollment Update and Meals Report ***(p. 73-76)***
   vi. Application for Continued Funding of Early Head Start San Joaquin with Resolution ***(p. 77-79)***
   vii. Health & Safety Screening Kern with Resolution ***(p. 80-90)***
   viii. Organizational Standards Update ***(verbal)***

b. Budget & Finance Committee Report – Tracy Webster, Chief Financial Officer – ***Action Item***
   i. Minutes from the September 20, 2019 Committee Meeting ***(to be added)***
   ii. Application Status Report for August 2019, and Funding Requests ***(p. 91-102)***
   iii. Head Start and Early Head Start Budget to Actual Reports ***(p. 103-119)***
   iv. Resolution to Approve the Submission of the San Joaquin County Office of Education Funding Application ***(p. 120-121)***
   v. Application for Continued Funding of Early Head Start San Joaquin with Resolution ***(p. 122-124)***
   vi. Resolution to Approve the Submission of the 2020 Low-Income Home Energy Assistance Program (LIHEAP) Contract #20B-2012 ***(p. 125-141)***
   vii. Energy Appliance Subcontractor Contracts ***(p. 142-357)***
   viii. Gardening & Maintenance Contracts ***(p. 358-413)***
   ix. Funding Request – 2019 California for All AmeriCorps ***(p. 414)***
   x. Ridgecrest Emergency Response, California Department of Community Services & Development (CSD), CSBG Disaster Assistance Contract ***(p. 415-479)***
   xi. Disgorgement Assistance Program (DAP) Contract with Resolution ***(p. 480-494)***
   xii. Discretionary Fund Update ***(p. 495)***
   xiii. Financial Statements for July 2019 ***(p. 496-562)***

VIII. Advisory Board Reports

a. Head Start Policy Council Report – Nila Hogan, Policy Council Representative – ***Action Item***
   i. September 2019 Policy Council Report ***(p. 563)***
   ii. August 20, 2019 Policy Council Minutes ***(p. 564-566)***

b. Friendship House Advisory Report – Sheila Shegos, Outreach & Grant Administrator – ***Action Item (verbal report)***

IX. Chief Executive Officer Report – Jeremy Tobias, Chief Executive Officer ***– Action Item***

a. Board Retreat Report
   i. Minutes from the August 17, 2019 Board Retreat ***(p. 567-568)***
   ii. Board Retreat Action Items ***(p. 569-570)***
b. Debrief of CAP National Convention in Chicago, held August 28-30, 2019 ***(Verbal)***
c. Board Attendance & Board Seats ***(Verbal)***

X. Board Member Comments

XI. Closed Session

XII. Closed Session Report

XIII. Next Scheduled Meeting

Board of Directors Meeting
Wednesday, October 23, 2019
12:00 p.m.
5005 Business Park North
Bakersfield, CA 93309

XIV. Adjournment

This is to certify that this Agenda notice was posted in the lobby of the CAPK Administrative Office at 5005 Business Park North, Bakersfield, CA and online at www.capk.org by 12:00 pm, September 20, 2019. Paula Daoutis, Administrative Coordinator

COMMUNITY ACTION PARTNERSHIP *OF* KERN
BOARD OF DIRECTORS MEETING

5005 Business Park North, Bakersfield, CA
August 21, 2019
12:00 pm

MEETING MINUTES

I. Call to Order

Chairman Curtis Floyd called the meeting to order at 12:05 pm at the Community Action Partnership of Kern Administrative Building, located at 5005 Business Park North, Bakersfield, CA.

a. Moment of Silence/Pledge of Allegiance

b. Reading of the "Promise of Community Action"

c. Roll Call

Roll Call was taken with a quorum present:

Present: Janea Benton (left at 1:03 pm), Jimmie Childress, Curtis Floyd, Craig Henderson, Nila Hogan, Mike Maggard, Yolanda Ochoa, Guadalupe Perez, Fred Plane, Ana Vigil

Absent: Lorena Fernandez, Jose Gurrola, Jonathan Mullings, Marian Panos, Warren Peterson

Others Present: Yolanda Gonzales, Director of Head Start / State Child Development; Ray Quan, Director of Human Resources; Pritika Ram, Director of Administration; Carmen Segovia, Director of Health & Nutrition; Emilio Wagner, Director of Operations; Tracy Webster, Chief Financial Officer; other CAPK staff.

II. Approval of Agenda

Motion was made and seconded to approve the Board of Directors meeting agenda for August 21, 2019. Carried by unanimous vote. (Benton/Childress).

III. Approval of meeting minutes

a. Minutes of June 26, 2019 Board of Directors meeting.

Motion was made and seconded to approve the minutes of the June 26, 2019 meeting. Carried by unanimous vote. (Childress/Henderson).

IV. Introduction of Guests/Public Forum:

No one addressed the Board.

V. Special Presentations

a. No special presentations were made.

VI. New Business

a. Health Insurance Broker Update: 2020 Carrier Plan Options – Ray Quan, Director of Human Resources – ***Info Item***

Ray Quan introduced Steve Hulbert who presented the 2020 Health Insurance Plan options. Steve reported that USI solicited quotes from health insurance carriers and discussed available options. Blue Shield continues to provide the best quote, however, there is a possibility of a 14.8% increase. Earlier this year, the Board Chair appointed an ad-hoc committee to review options for self-funding, however, it does not make sense to implement a self-funded plan at this time. USI staff, along with management staff and the ad-hoc committee members will meet in September and finalize the proposal to be presented to the Board for approval at the September 25th meeting.

b. Early Head Start Child Care Partnership Contracts – Esperanza Contreras, Partnership Administrator – ***Action Item***

Esperanza Contreras informed the Board that three (3) of the existing partnership agreements with Garden Pathways, Kern County Superintendent of Schools, and Kern Community College District are eligible for renewal for a 5-year period each. In addition, a new agreement with West Kern Community College District is in place for a total of 5 years. Staff recommends the Board approve, with resolution, the Early Head Start Child Care Partnership contracts presented and authorize CEO Jeremy T. Tobias to execute the agreements.

Motion was made and seconded to approve with Resolution, the four (4) Early Head Start Child Care Partnership contracts for a period of 5 years each and authorize CEO Jeremy T. Tobias to execute the contracts. Carried by unanimous vote. (Henderson/Maggard).

c. Energy Receptionist and Fiscal Coordinator Revised Job Descriptions – Margaret Palmer, Energy Program Administrator – ***Action Item***

Margaret Palmer reported that with recent changes in the Energy Department, it became apparent that the Energy Receptionist job description was not an accurate reflection of the duties being performed and it is recommended that the title be changed to Weatherization Scheduler. In addition, the Fiscal Coordinator job description has been revised to incorporate duties previously performed by the Billing Supervisor position, which is being eliminated. Human Resources has evaluated and pointed the revised job description and determined that the position should be elevated to a Grade 9, which is one grade higher than the current position. A salary adjustment is required, and the current budget will support the increase due to the elimination of the Billing Supervisor position. Staff recommends approval of the revised job descriptions for the Weatherization Scheduler and Fiscal Coordinator positions.

Motion was made and seconded to approve revised job descriptions for the Weatherization Scheduler and Fiscal Coordinator positions, as proposed. Carried by unanimous vote. (Benton/Ochoa)

d. Energy Appliance Sub-Contractor Contracts – Kerri Davis, Business Manager – ***Action Item***

Kerri Davis reported that an RFP was issued in May, seeking multiple qualified contractors with EPA Certifications and Class C-20 Contractor Licenses to provide replacement of gas and electric appliances, and multiple other energy related systems. Five (5) proposals were received and following a comprehensive bid analysis, it was determined that it was in the best interest of CAPK and clients to enter into contract services agreements with each of the five (5) vendors for a term of three (3) years each, effective September 1, 2019 through August 31, 2022. Each agreement contains a "not to exceed" amount of $500,000 over the three (3) year term, which requires Board approval. Staff recommends the Board approve the five (5) Contract for Services Agreements and authorize CEO Jeremy T. Tobias to execute the Agreements.

Several Board Members questioned staff about policies and procedures in place to ensure there is not favoritism between contractors, and costs charged by contractors vs. amounts charged by others. In addition, the Board wanted to know if CAPK has qualified staff to complete the scope of work. Staff

responded to questions, stating that staff will secure the lowest bidder when able, and move to the next lowest until one is secured, and per the contract, all sub-contractors must be licensed and insured, resulting in their rates being higher than unlicensed workers. Staff also reported that CAPK does have staff that can install hot water heaters but does not have qualified staff to perform the HVAC work. Additional questions were raised, and Board Chair Curtis Floyd directed staff to meet with Board Member Jimmie Childress to obtain better clarification on the issues raised, and advised staff to refer this item to the Budget & Finance Committee at the September meeting.

Motion was made and seconded to request staff meet with Board Member Jimmie Childress to resolve issues and refer this item to the Budget & Finance Committee for approval. Carried by unanimous vote (Plane/Maggard)

e. Governance, Leadership, and Oversight Capacity Screener and Resolution – Jerry Meade, Program Design & Management Administrator – ***Action Item***

Jerry Meade reported that under Section 638 of the Head Start Act, the Head Start Grantee must conduct a screening of the organization's governance and leadership capacity within 60 days of the start of the project period. Staff completed the screening tool on August 6, 2019 at a regularly scheduled Policy Council Planning Committee meeting, which included two members of the CAPK Board. The committee found that CAPK has a well-established governance and leadership system, however, they identified three areas where the written procedures could be strengthened to ensure clarity in expectations. Staff has revised the procedures and a copy of the screener was provided to the Board in the Agenda Packet. Staff recommends the Board approve, with Resolution, the Head Start Governance, Leadership and Capacity Screener, and further approval to submit to the Office of Head Start.

Motion was made and seconded to approve with Resolution, the Head Start Governance, Leadership and Capacity Screener, further approval to submit the Office of Head Start. Carried by unanimous vote (Plane/Vigil).

f. Appointment of Ad-Hoc Committee to Review Homeless Program Initiatives – Pritika Ram, Director of Administration – ***Info Item***

Pritika Ram provided an overview of meetings between CAPK and the City of Bakersfield regarding the homeless crisis, and recommended Board Chair Curtis Floyd appoint 3 members of the Board to form an ad-hoc committee along with management staff to review potential Homeless Program Initiatives, and report their findings to the full Board. Curtis Floyd stated that he will appoint members after some consideration.

Mike Maggard, who is Kern County's 3rd District Supervisor, asked Pritika to check with City to determine if he needs to recuse himself from discussions and votes regarding homeless and housing issues that are brought before the CAPK Board. Pritika will research and provide a response to Supervisor Maggard.

g. Coordinated Entry System (CDS) Update – Rebecca Moreno, CES Program Coordinator – ***Info Item***

Rebecca Moreno presented an update on current activities and the proposed restructuring of the Continuum of Care (CoC) recently announced by the Governing Board at the July meeting, and its implications to the CES Program. Rebecca reported that the CES program is fully staffed with 2 program specialists and 1 homeless navigator. CES staff continue to receive calls and conduct assessments for the at-risk homeless population and have implemented a "warm hand-off" workflow to ensure callers are being transferred to a live CES program staff member. Specific data is provided in the PowerPoint presentation included in the agenda packet.

Curtis Floyd asked if we can determine the percentage of mental health individuals being served. Rebecca replied that the mental health status of homeless individuals is protected by HIPPA. The HMIS system captures this information but it is governed the same as HIPPA and accessible only to individuals who have access to the system for the purpose of providing referrals for services.

VII. Committee Reports

a. Executive Committee Report – Pritika Ram, Director of Administration – ***Action Item***
   i. Minutes from the July 5, 2019 Committee Meeting
   ii. Travel Policy
   iii. Cash Disbursement Policy
   iv. Addition of Assistant to the Director of Operations
   v. Agency-Wide Budget Revision
   vi. Update on Ridgecrest Earthquake Response
   vii. CalFresh Healthy Living Program
   viii. Head Start / Early Head Start Budget to Actual Reports
   ix. Resolution to approve the request to Region IX to combine Early Head Start Child Care Partnership grant numbers 09HP0036 and 09HP00163
   x. WIC Contract – October 1, 2019 to September 30, 2019
   xi. CFO Report
   xii. CEO Report

Pritika Ram reported the Committee met on July 24, 2019 and approved all action items presented.

Motion was made and seconded to approve the Executive Committee Report and all items presented. Carried by unanimous vote. (Henderson/Ochoa).

b. PRE Committee Report – Sheila Shegos, Outreach & Grant Administrator – ***Action Item***
   i. Minutes of the August 7, 2019 Committee Meeting
   ii. Food Bank Presentation
   iii. June & July 2019 Program & Division Reports
   iv. Application Status Reports and Funding Requests for June & July 2019
   v. June & July 2019 Head Start / State Child Development Enrollment Update and Meals Report

Sheila Shegos reported the Committee met on August 8, 2019 and all action items presented were approved by the Committee.

The Food Bank video that was presented to the PRE Committee was presented to the full Board. Ana Vigil asked how many employees are assigned to the Food Bank and Sheila replied that there are 17 employees, and the rest are volunteers, noting that 65% of the Food Bank operations are performed by volunteers. Jaime Orona provided stats on the increased volume from 2018 to 2019 to date, and noted that 60,000 pounds of food were distributed at the latest farmers market at the Fairgrounds.

Ana Vigil suggested the Board schedule a future meeting at the Food Bank to allow for Board Members to thank the volunteers.

Yolanda Ochoa asked if Kern Valley can be added as a Farmers Market site.

Motion was made and seconded to approve the PRE Committee Report and all items presented. Carried by unanimous vote. (Henderson/Vigil).

c. Audit & Pension Committee Report – Tracy Webster, Chief Financial Officer – ***Action Item***
   i. Minutes from the August 8, 2019 Committee Meeting
   ii. 2nd Quarter 2019 Pension Plan Update
   iii. First 5 Kern Annual Administrative Review of East Kern Family Resource Center
   iv. City of Bakersfield Facility Monitoring for the CDBG Program Agreement Number ED 16-202
   v. California Department of Community Services & Development Desk Review Report C-19-019 for CSBG Contract Number 19F-4015

Tracy Webster reported that the Audit & Pension Committee met on August 8, 2019 and noted that all items presented were info items.

Motion was made and seconded to approve the Audit & Pension Committee Report and all items presented. Carried by unanimous vote. (Henderson/Childress).

d. Budget & Finance Committee Report – Tracy Webster, Chief Financial Officer – ***Action Item***
   vi. Minutes from the August 14, 2019 Committee Meeting
   vii. Application Status Report for June & July 2019, and Funding Requests
   viii. Head Start and Early Head Start Budget to Actual Reports
   ix. Finance Staffing Changes
   x. Discretionary Fund Update
   xi. Financial Statements for July 2019

Tracy Webster reported that the Budget & Finance Committee met on August 14, 2019, and all action items were approved.

Motion was made and seconded to approve the Budget & Finance Committee Report and all items presented. Carried by unanimous vote (Henderson/Ochoa)

VIII. Advisory Board Reports

a. Head Start Policy Council Report – Nila Hogan, Policy Council Representative - ***Action Item***
   i. August 2019 Policy Council Report
   ii. June 25, 2019 Policy Council Meeting Minutes

Nila Hogan provided the Policy Council report for August 2019 and provided highlights from the June 25, 2019 meeting minutes.

Motion was made and seconded to approve the Head Start Policy Council Report. Carried by unanimous vote. (Henderson/Childress).

b. Friendship House Advisory Board Report – Sheila Shegos, Outreach & Grant Administrator – ***Action Item***

Sheila Shegos reported on the recent activities that took place at Friendship House, and highlighted a tennis clinic event that was hosted by Garces High School Senior and tennis star, Alexsia Drulias, who coordinated the clinic with her Girl Scout Gold Award. Youth enrolled in the clinic received free tennis lessons and over $2,000 in equipment was donated to Friendship House Community Center.

Sheila also distributed flyers for the upcoming annual gala event benefitting Friendship House Community Center.

Motion was made and seconded to approve the Friendship House Advisory Board Report. Carried by unanimous vote. (Henderson/Perez).

IX. Chief Executive Officer's Report – No Report

X. Board Member Comments

Jim Childress said the Board Retreat was well received

Curtis Floyd thanked Staff and Board who attend the Board Retreat

Yolanda Ochoa invited Board Members to attend Policy Council meetings

XI. Closed Session

XII. Closed Session Report

XIII. Next Scheduled Meeting

Board of Directors Meeting
Wednesday, September 25, 2019
12:00 p.m.
5005 Business Park North
Bakersfield, CA 93309

XIV. Adjournment

The meeting adjourned at 1:25 pm.

COMMUNITY ACTION PARTNERSHIP OF KERN

MEMORANDUM

To: Board of Directors

From: Raymond Quan, Director of Human Resources

Date: September 25, 2019

Subject: *Agenda Item VI(a):* Health Insurance Broker Proposal for the 2020 Plan Year-

Action Item

For the 2020 plan year, our health insurance broker, USI, will be presenting the employee health insurance renewal proposal. CAPK management/HR staff and USI have been meeting with the Board assigned Ad Hoc committee consisting of Ana Vigil, Fred Plane, Craig Henderson, and Janea' Benton, since February- March 2019. The intent of the committee was to discuss our employee health insurance program and other options around long-term planning, including but not limited to, a self-insurance program and wellness plans.

Traditional plan renewal

Although the rates under Blue Shield of California have increased over the years ranging from 10-13%, their rates have continually been favorable when compared to other carriers, and in some cases, carriers have even declined to provide a proposal. To accommodate the rate increases under Blue Shield, we have made plan design changes without substantially disrupting access or significantly increasing the cost to participants.

Self-Insurance Plan

We were initially interested in a self-insurance model due to our desire to control costs and have access to transparent utilization data. Under our current capitation model, we have general knowledge of participant utilization, but if we moved to a self-insurance model, we would be able to view data and utilization on a micro level, which would help the Agency provide targeted resources and services to participants and identify gaps in service. To ensure employee privacy is restricted, we would not have access to an individual's medical record, rather we would obtain reports/types of claims and utilization by non-identified participants. Additionally, other advantages of the model include the following: the pharmacy unit costs could be reduced and CAPK could receive brand name drug rebates directly, however, there would be limits on formulary changes, we would have the flexibility to set co-pays, and the mandated coverages are directed by the Agency.

Some of the disadvantages under this model are that claim costs are variable and paid after claims are submitted, both the Administrative fees and Stop Loss fees are required, and employee rates are based on analysis of costs, which vary. Further, due to the variance of cost and claims, it was recommended to have a substantial reserve fund to accommodate for high claim years and that CAPK should set up a trust fund, so funds are not co-mingled with CAPK assets.

We also reviewed various models designed for a partially funded self-insurance program, including consulting with other Community Action Agencies, CAP LAW, and researching current administrators, such as, Dignity Health and Blue Shield plan products. However, after researching the self-funded plan and learning that the renewal rate was reduced for the 2020 plan year lower than expected, we collectively decided to continue our current model and not move forward with a self-funded model at this time. We will continue to research and add self-funding as an alternative option as health insurance rates climb for the benefit of our participants.

Proposal for 2020 Health Insurance Plan

According to USI, it appears that we are finally at a "market-competitive" place with the TRIO plan. USI sent several requests to carriers to bid our plan and two carriers, Blue Shield and Aetna, were the most competitive. In reviewing the benefits of each plan, cost, and considering network transition and disruption to the participants, staff have decided to continue with Blue Shield of California as our health insurance carrier for the upcoming 2020 plan year. The Ad Hoc Committee of the Board concurs with staff's recommendation.

USI was able to secure a lower rate increase by reducing the medical premium by $100,000, which resulted in an overall increase to the health plan by 7.5%. Below is a description of the major changes:

(1) Increase the co-insurance from the current 20% to 40% that an employee would pay when accessing the emergency room. However, we will allow the HRA monies to roll over for another year to help pay for the co-insurance if it has not been used in the prior years (i.e., an employee would be able to roll over $500 to 2020 and if they had not used it previously, which would result in an HRA account balance of $1,500; for family, the $1,000 would also be rolled over for a maximum of $3,000 (if unused in prior years); and

(2) Moderate increase in the employee bi-weekly contributions.

Items that are unchanged include the following: office visit co-pay to remain the same at $35 per visit, continue to have the employer-employee contribution percentages to remain the same (CAPK at 75% for the individual employee and 72% for other employees), and no changes to the premiums for UCCI dental, EyeMed vision and the Hartford. Further, through Blue Shield's physician engagement program - Wellness and Population Health – the Agency will move in the direction of creating a wellness program to encourage a healthy workforce and promote preventative care.

Our open enrollment period will begin in November 2019 with an effective date of January 01, 2020 to December 31,2020.

Recommendation:

Staff recommends Board approval of the USI proposal for the 2020 Plan Year.

Attachment
USI 2020 Renewal Report



September 25, 2019

PARTNERSHIP FOR HEALTH AND WELFARE BENEFITS MANAGEMENT

COMMUNITY ACTION PARTNERSHIP OF KERN

2020 Renewal Discussion – September Board Meeting

Steve Hulbert | Danica L. Shafer | Javier Jaramillo
www.usi.com

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2020 Renewal & Marketing Summary

Executive Summary – 2020 Renewal

Medical

- Blue Shield of CA released the initial renewal of 14.9% (increase of $787k). We negotiated the initial renewal down to 12.3% (increase of $654k).
- Blue Shield has agreed to a $100,000 premium holiday to help offset the total cost of this renewal.
- CAPK provides employees with a Health Reimbursement Account (HRA) to help employees with the high out-of-pocket costs associated with surgeries and hospitalizations. The HRA plan values are $500 per Employee Only and $1,000 per Family. Since the implementation of this plan, the HRA costs have fallen well short of the initial projections.
- CAPK will need to determine if unused HRA funds can roll-over into 2020. For plan year 2019, CAPK opted to keep and allow unused 2018 funds to rollover to 2019.

Other Plans

- The UCCI dental rates will not change for 2020 and are guaranteed for one-year.
- The vision plan was moved to EyeMed on 1/1/18. The EyeMed vision plan rates are guaranteed until January 1, 2022.
- The Hartford rates for the Life and Disability plans will not change for 2020.
- The Hartford rates for the voluntary accident and hospital indemnity plans will not change for 2020.

Contributions

- We have modeled a contribution scenario that would retain existing subsidies for both CAPK and employees.

Overall Totals

- The overall renewal for CAPK is 11.7% or $654k.
- The Net CAPK cost for 2020 renewal will change by 9.4% or $375k with the current plan design.

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CAPK Considerations for 2020

Medical Plans

- CAPK can modify the existing benefit plans to shift cost to employees through higher copayments and coinsurance levels. Blue Shield has offered the following design options:
  - Increase the Office Visit Copayment to $40 – not recommended due to widespread employee impact
  - Decrease the coinsurance to 40%. The out-of-pocket limit would remain at $2,000 – recommended
- Retain the existing $500 (EE) & $1,000 (FAM) Health Reimbursement Account (HRA).
- Allow unused HRA account balances to roll from 2019 to 2020 – recommended.

Funding Options

- The CAPK employee benefits team met several times with an Ad-Hoc committee to evaluate the potential impact of self-funding the medical plan.
- The committee determined that self-funding was a viable option and is something that should continue to be explored. However for 2020 the insurance rates are likely to remain at a low enough level to minimize the advantages of alternative funding options.

Wellness / Population Health

- The CAPK employee benefits team has begun to look at options to promote preventive care and encourage employees to obtain annual physicals.
- Encouraging a healthy workforce will be important prior to serious consideration of a self-funded health plan.

Net Impact to CAPK

- With the proposed changes the 2020 renewal will be an increase of $299k or 7.5%

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2020 Blue Shield Renewal Options
Rollup

Coverage	Lives as of Aug-19	Current	2020 Negotiated Renewal	$	%	2020 Blue Shield Coinsurance Option	$	%
MEDICAL / VISION								
Blue Shield TRIO HMO / EyeMed	461	$4,946,202	$5,554,460	$608,258	12.3%	$5,456,372	$510,169	10.3%
Blue Shield HMO / EyeMed	20	$232,058	$260,647	$28,590	12.3%	$256,036	$23,978	10.3%
Total Blue Shield HMO / EyeMed	481	$5,178,260	$5,815,107	$636,847	12.3%	$5,712,407	$534,147	10.3%
Blue Shield PPO/HSA / EyeMed	9	$145,088	$162,969	$17,881	12.3%	$160,085	$14,997	10.3%
MEDICAL / VISION TOTAL	490	$5,323,348	$5,978,076	$654,728	12.3%	$5,872,492	$549,144	10.3%
Medical PEPY Cost		$10,864	$12,200	$1,336	12.3%	$11,985	$1,121	10.3%
DENTAL								
UCCI DHMO	439	$106,784	$106,784	$0	0.0%	$106,784	$0	0.0%
UCCI DPPO	112	$83,288	$83,288	$0	0.0%	$83,288	$0	0.0%
DENTAL TOTAL	551	$190,072	$190,072	$0	0.0%	$190,072	$0	0.0%
Dental PEPY Cost		$345	$345	$0	0.0%	$345	$0	0.0%
LIFE AND DISABILITY								
The Hartford Basic Life and AD&D	840	$44,308	$44,308	$0	0.0%	$44,308	$0	0.0%
The Hartford Short Term Disability	61	$2,856	$2,856	$0	0.0%	$2,856	$0	0.0%
The Hartford Long Term Disability	61	$15,812	$15,812	$0	0.0%	$15,812	$0	0.0%
LIFE AND DISABILITY TOTAL	840	$62,976	$62,976	$0	0.0%	$62,976	$0	0.0%
Life and Disability PEPY Cost		$75	$75	$0	0.0%	$75	$0	0.0%
Annual total - All premiums	490	$5,576,396	$6,231,124			$6,125,540		
$ Change to 2019			$654,728			$549,144		
% Change to 2019			11.7%			9.8%		
"Gross" PEPY Cost[1]		$11,380	$12,717			$12,501		
Annual NET total - All premiums (est)	490	$3,995,524	$4,471,233			$4,394,519		
Premium Credit (annual)			-$100,000			-$100,000		
Net Premium To CAPK			$4,371,233			$4,294,519		
$ Change to 2019			$375,709			$298,994		
% Change to 2019			9.4%			7.5%		
"Net" PEPY Cost[1]			$8,921			$8,764		

Enrollment is based on carrier renewal and on census data - Jun-Aug, 2019

[1] PEPY Cost based on medical enrollment

Final rates are subject to actual enrollment, plan design(s) selected and underwriting approval.

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HRA Financial Review

		Blue Shield of CA		
	Census	Current	2020 Initial Renewal	2020 Negotiated Renewal
HRA Account Value				
Employee	278	$500	$500	$500
Employee + Spouse	57	$1,000	$1,000	$1,000
Employee + Child(ren)	27	$1,000	$1,000	$1,000
Family	119	$1,000	$1,000	$1,000
Annual Maximum HRA Value	481	$342,000	$342,000	$342,000
PEPY		$711	$711	$711
Expected Utilizaiton		20%	20%	20%
Expected Annual HRA Cost	481	$68,400	$68,400	$68,400
PEPY		$142	$142	$142
Budget Cost for HRA				
Expected Costs	481	$68,400	$68,400	$68,400
HRA Accrual Rates				
Employee	278	$7.11	$7.11	$7.11
Employee + Spouse	57	$15.63	$15.63	$15.63
Employee + Child(ren)	27	$15.63	$15.63	$15.63
Family	119	$20.26	$20.26	$20.26
Annual Total	481	$68,400	$68,400	$68,400
TOTAL PAID		September 2019 to date $51,000		

Plan Year 2018 Total Paid - $25,721

2020 Medical Marketing Summary

Carrier	RFP Response	Responses	Considerations
Medical			
Aetna	Quoted	2.4% over current (rates are 6.8% over current plus ½-month premium holiday)	Dignity Health - Bakersfield Hill Physicians - Stockton Minimal Provider Disruption
Anthem Blue Cross	Quoted	Select Network - 4.2% over current	Does not include Dignity Health in Bakersfield or Hill Physicians in Stockton. Significant provider disruption
Cigna	Declined to Quote		
HealthNet	Quoted	4.0% over current (rates are 8.5% over current plus ½-month premium holiday)	Dignity Health - Bakersfield Hill Physicians - Stockton Minimal Provider Disruption
Kaiser Permanente	Quoted	6.6% over current	100% provider disruption & $1,000 deductible with HMO plan
United Healthcare	Declined to Quote		

2020 Aetna Option
Rollup

Coverage	Lives as of Aug-19	Current	2020 Blue Shield Coinsurance Option	$	%	2020 Aetna Option	$	%
MEDICAL / VISION								
Blue Shield TRIO HMO / EyeMed	461	$4,946,202	$5,456,372	$510,169	10.3%	$5,283,178	$336,975	6.8%
Blue Shield HMO / EyeMed	20	$232,058	$256,036	$23,978	10.3%	$248,113	$16,055	6.9%
Total Blue Shield HMO / EyeMed	481	$5,178,260	$5,712,407	$534,147	10.3%	$5,531,291	$353,031	6.8%
Blue Shield PPO/HSA / EyeMed	9	$145,088	$160,085	$14,997	10.3%	$155,173	$10,085	7.0%
MEDICAL / VISION TOTAL	490	$5,323,348	$5,872,492	$549,144	10.3%	$5,686,464	$363,115	6.8%
Medical PEPY Cost		$10,864	$11,985	$1,121	10.3%	$11,605	$741	6.8%
DENTAL								
UCCI DHMO	439	$106,784	$106,784	$0	0.0%	$106,784	$0	0.0%
UCCI DPPO	112	$83,288	$83,288	$0	0.0%	$83,288	$0	0.0%
DENTAL TOTAL	551	$190,072	$190,072	$0	0.0%	$190,072	$0	0.0%
Dental PEPY Cost		$345	$345	$0	0.0%	$345	$0	0.0%
LIFE AND DISABILITY								
The Hartford Basic Life and AD&D	840	$44,308	$44,308	$0	0.0%	$44,308	$0	0.0%
The Hartford Short Term Disability	61	$2,856	$2,856	$0	0.0%	$2,856	$0	0.0%
The Hartford Long Term Disability	61	$15,812	$15,812	$0	0.0%	$15,812	$0	0.0%
LIFE AND DISABILITY TOTAL	840	$62,976	$62,976	$0	0.0%	$62,976	$0	0.0%
Life and Disability PEPY Cost		$75	$75	$0	0.0%	$75	$0	0.0%
Annual total - All premiums	490	$5,576,396	$6,125,540			$5,939,512		
$ Change to 2019			$549,144			$363,115		
% Change to 2019			9.8%			6.5%		
"Gross" PEPY Cost[1]		$11,380	$12,501			$12,121		
Annual NET total - All premiums (est)	490	$3,995,524	$4,394,519			$4,259,369		
Premium Credit (annual)			-$100,000			-$236,936		
Net Premium To CAPK			$4,294,519			$4,022,433		
$ Change to 2019			$298,994			$26,909		
% Change to 2019			7.5%			0.7%		
"Net" PEPY Cost[1]			$8,764			$8,209		

Enrollment is based on carrier renewal and on census data - Jun-Aug, 2019

[1] PEPY Cost based on medical enrollment

Final rates are subject to actual enrollment, plan design(s) selected and underwriting approval.

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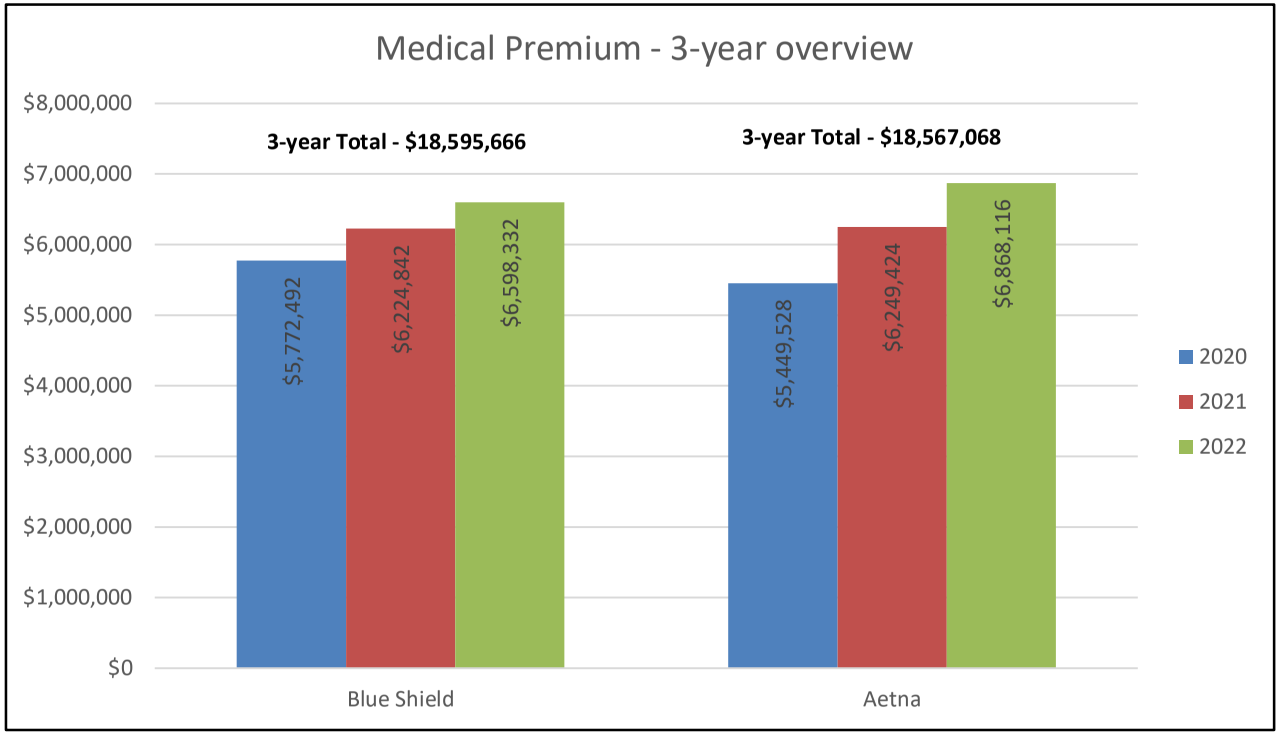
2020 Medical/Vision Marketing Options

3-year Total Cost Projection



Projected Blue Shield Trend for 2021 & 2022 – 6%
Projected Aetna Trend for 2021 & 2022 - 9.9%

2020 Medical Marketing Options

Procedure Overview

Procedure	Estimated Cost	Blue Shield Copay	Aetna Coinsurance
Magnetic Resonance Imaging (MRI)	$872	$35 copay	$87.20
Thyroid Scan	$1,079	$35 copay	$107.90
Chest Xrays	$208	$35 copay	$20.80
CT Scan Image w/o contrast	$791	$35 copay	$79.10
Pre-Surgery Lab Screening	$141	$35 copay	$14.10

The information provided is an estimated cost. Employees should verify member responsibility with carrier.

This cost illustration is based on zipcode 93307.













2020 Blue Shield Renewal and Marketing Specifics

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2020 Medical/Vision Marketing Options

Aetna Option

Carrier / Plan	Current	2020 Negotiated Renewal	2020 Option Facility Coinsurance 20% to 40%	2020 Aetna (20% coinsurance)
Blue Shield TRIO HMO / EyeMed				Aetna Value Network
Employee	$532.72	$598.21	$587.65	$569.00
Employee + Spouse	$1,170.64	$1,314.72	$1,291.48	$1,250.46
Employee + Child	$1,170.64	$1,314.72	$1,291.48	$1,250.46
Employee + Family	$1,517.98	$1,704.62	$1,674.52	$1,621.38
Annual premium	$4,946,202	$5,554,460	$5,456,372	$5,283,178
$ change to 2019		$608,258	$510,169	$336,975
% change to 2019		12.3%	10.3%	6.8%
PEPY Cost	$10,729	$12,049	$11,836	$11,460
Blue Shield HMO / EyeMed				Aetna Full Network
Employee	$692.02	$777.26	$763.51	$739.89
Employee + Spouse	$1,521.06	$1,708.59	$1,678.34	$1,626.37
Employee + Child	$1,521.06	$1,708.59	$1,678.34	$1,626.37
Employee + Family	$1,971.91	$2,214.84	$2,175.66	$2,108.33
Annual premium	$232,058	$260,647	$256,036	$248,113
$ change to 2019		$28,590	$23,978	$16,055
% change to 2019		12.3%	10.3%	6.9%
PEPY Cost	$11,603	$13,032	$12,802	$12,406
Blue Shield PPO/HSA / EyeMed				
Employee	$737.25	$828.10	$813.45	$788.49
Employee + Spouse	$1,620.49	$1,820.35	$1,788.11	$1,733.22
Employee + Child	$1,620.49	$1,820.35	$1,788.11	$1,733.22
Employee + Family	$2,101.11	$2,360.06	$2,318.29	$2,247.16
Annual premium	$145,088	$162,969	$160,085	$155,173
$ change to 2019		$17,881	$14,997	$10,085
% change to 2019		12.3%	10.3%	7.0%
PEPY Cost	$16,121	$18,108	$17,787	$17,241
Total Medical Annual Premium	$5,323,348	$5,978,076	$5,872,492	$5,686,464
Premium Holiday		$0	-$100,000	-$236,936
Adjusted Annual Premium		$5,978,076	$5,772,492	$5,449,528
$ change to 2019		$654,728	$449,144	$126,179
% change to 2019		12.3%	8.4%	2.4%
PEPY Cost	$10,864	$12,200	$11,781	$11,121













2020 Contributions

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2020 Blue Shield Contributions
Option (Facility Coinsurance 20% to 40%)

Carrier / Plan	Enrollment as of Aug-19	2019 Current Contributions					2020 Option (Facility Coinsurance 20% to 40%) (same ER %; PPO/HSA match TRIO)						
		Current	ER Contrib $	ER %	EE Contrib $	EE %	Option	ER Contrib $	ER %	EE Contrib $	EE %	$ diff	% diff
Blue Shield TRIO HMO / EyeMed													
Employee	263	$532.72	$399.52	75%	$133.20	25%	$587.65	$440.72	75%	$146.93	25%	*$14*	*10%*
Employee + Spouse	55	$1,170.64	$845.87	72%	$324.77	28%	$1,291.48	$933.19	72%	$358.29	28%	*$34*	*10%*
Employee + Child	27	$1,170.64	$845.87	72%	$324.77	28%	$1,291.48	$933.19	72%	$358.29	28%	*$34*	*10%*
Employee + Family	116	$1,517.98	$1,096.28	72%	$421.70	28%	$1,674.52	$1,209.33	72%	$465.19	28%	*$43*	*10%*
Annual premium	461	$4,946,202	$3,619,243	73%	$1,326,959	27%	$5,456,372	$3,992,543	73%	$1,463,828	27%		
$ change to 2019							$510,169	$373,300		$136,869			
% change to 2019							10.3%	10.3%		10.3%			
PEPY Cost		$10,729	$7,851		$2,878		$11,836	$8,661		$3,175			
Blue Shield HMO / EyeMed													
Employee	15	$692.02	$399.60	58%	$292.42	42%	$763.51	$440.88	58%	$322.63	42%	*$30*	*10%*
Employee + Spouse	2	$1,521.06	$846.01	56%	$675.05	44%	$1,678.34	$933.49	56%	$744.85	44%	*$70*	*10%*
Employee + Child	0	$1,521.06	$846.01	56%	$675.05	44%	$1,678.34	$933.49	56%	$744.85	44%	*$70*	*10%*
Employee + Family	3	$1,971.91	$1,096.47	56%	$875.44	44%	$2,175.66	$1,209.76	56%	$965.90	44%	*$90*	*10%*
Annual premium	20	$232,058	$131,705	57%	$100,353	43%	$256,036	$145,314	57%	$110,722	43%		
$ change to 2019							$23,978	$13,609		$10,369			
% change to 2019							10.3%	10.3%		10.3%			
PEPY Cost		$11,603	$6,585		$5,018		$12,802	$7,266		$5,536			
Blue Shield PPO/HSA / EyeMed													
Employee	5	$737.25	$604.05	82%	$133.20	18%	$813.45	$666.52	82%	$146.93	18%	*$14*	*10%*
Employee + Spouse	0	$1,620.49	$1,295.72	80%	$324.77	20%	$1,788.11	$1,429.82	80%	$358.29	20%	*$34*	*10%*
Employee + Child	0	$1,620.49	$1,295.72	80%	$324.77	20%	$1,788.11	$1,429.82	80%	$358.29	20%	*$34*	*10%*
Employee + Family	4	$2,101.11	$1,679.41	80%	$421.70	20%	$2,318.29	$1,853.10	80%	$465.19	20%	*$43*	*10%*
Annual premium	9	$145,088	$116,855	81%	$28,234	19%	$160,085	$128,940	81%	$31,145	19%		
$ change to 2019							$14,997	$12,085		$2,911			
% change to 2019							10.3%	10.3%		10.3%			
PEPY Cost		$16,121	$12,984		$3,137		$17,787	$14,327		$3,461			
Total Medical Annual Premium	490	$5,323,348	$3,867,803	73%	$1,455,546	27%	$5,872,492	$4,266,797	73%	$1,605,695	27%		
$ change to 2019							$549,144	$398,994		$150,150			
% change to 2019							10.3%	10.3%		10.3%			
PEPY Cost		$10,864	$7,893		$2,971		$11,985	$8,708		$3,277			

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2020 Aetna Contributions
Option

Carrier / Plan	ENR as of Aug-19	2019 Current Contributions					2020 Aetna Option (same ER %; PPO/HSA match TRIO)						
		Current	ER Contrib $	ER %	EE Contrib $	EE %	Option	ER Contrib $	ER %	EE Contrib $	EE %	$ diff	% diff
Blue Shield TRIO HMO / EyeMed													
Employee	263	$532.72	$399.52	75%	$133.20	25%	$569.00	$426.73	75%	$142.27	25%	*$9*	*7%*
Employee + Spouse	55	$1,170.64	$845.87	72%	$324.77	28%	$1,250.46	$903.55	72%	$346.91	28%	*$22*	*7%*
Employee + Child	27	$1,170.64	$845.87	72%	$324.77	28%	$1,250.46	$903.55	72%	$346.91	28%	*$22*	*7%*
Employee + Family	116	$1,517.98	$1,096.28	72%	$421.70	28%	$1,621.38	$1,170.96	72%	$450.42	28%	*$29*	*7%*
Annual premium	461	$4,946,202	$3,619,243	73%	$1,326,959	27%	$5,283,178	$3,865,814	73%	$1,417,364	27%		
$ change to 2019							$336,975	$246,571		$90,404			
% change to 2019							6.8%	6.8%		6.8%			
PEPY Cost		$10,729	$7,851		$2,878		$11,460	$8,386		$3,075			
Blue Shield HMO / EyeMed													
Employee	15	$692.02	$399.60	58%	$292.42	42%	$739.89	$427.24	58%	$312.65	42%	*$20*	*7%*
Employee + Spouse	2	$1,521.06	$846.01	56%	$675.05	44%	$1,626.37	$904.58	56%	$721.79	44%	*$47*	*7%*
Employee + Child	0	$1,521.06	$846.01	56%	$675.05	44%	$1,626.37	$904.58	56%	$721.79	44%	*$47*	*7%*
Employee + Family	3	$1,971.91	$1,096.47	56%	$875.44	44%	$2,108.33	$1,172.33	56%	$936.00	44%	*$61*	*7%*
Annual premium	20	$232,058	$131,705	57%	$100,353	43%	$248,113	$140,817	57%	$107,296	43%		
$ change to 2019							$16,055	$9,112		$6,943			
% change to 2019							6.9%	6.9%		6.9%			
PEPY Cost		$11,603	$6,585		$5,018		$12,406	$7,041		$5,365			
Blue Shield PPO/HSA / EyeMed													
Employee	5	$737.25	$604.05	82%	$133.20	18%	$788.49	$646.22	82%	$142.27	18%	*$9*	*7%*
Employee + Spouse	0	$1,620.49	$1,295.72	80%	$324.77	20%	$1,733.22	$1,386.31	80%	$346.91	20%	*$22*	*7%*
Employee + Child	0	$1,620.49	$1,295.72	80%	$324.77	20%	$1,733.22	$1,386.31	80%	$346.91	20%	*$22*	*7%*
Employee + Family	4	$2,101.11	$1,679.41	80%	$421.70	20%	$2,247.16	$1,796.74	80%	$450.42	20%	*$29*	*7%*
Annual premium	9	$145,088	$116,855	81%	$28,234	19%	$155,173	$125,016	81%	$30,157	19%		
$ change to 2019							$10,085	$8,162		$1,923			
% change to 2019							7.0%	7.0%		6.8%			
PEPY Cost		$16,121	$12,984		$3,137		$17,241	$13,891		$3,351			
Total Medical Annual Premium	490	$5,323,348	$3,867,803	73%	$1,455,546	27%	$5,686,464	$4,131,648	73%	$1,554,816	27%		
$ change to 2019							$363,115	$263,845		$99,270			
% change to 2019							6.8%	6.8%		6.8%			
PEPY Cost		$10,864	$7,893		$2,971		$11,605	$8,432		$3,173			













2020 Medical Benefit Summaries

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2020 Medical HMO Benefit Review

	Blue Shield Trio ACO HMO & Access+ HMO	Blue Shield Trio ACO HMO & Access+ HMO	Coinsurance Option Blue Shield Trio ACO HMO & Access+ HMO	Option Aetna AVN HMO & Full HMO
General plan information	2019	2020	2020	2020
Annual deductible: individual / family	None	None	None	None
Annual out-of-pocket limit: individual / family	$2,000 / $4,000	$2,000 / $4,000	$2,000 / $4,000	$2,000 / $4,000
Office visit: PCP / TRIO Specialist (self-referred)	$35 / $35 per visit	$35 / $35 per visit	$35 / $35 per visit	$35 / $35 per visit
Office visit: Access+ Specialist	$40 per visit	$40 per visit	$40 per visit	N/A
Teledoc consultation: TRIO / Access+	$5 per consult	No charge / $5 per consult	No charge / $5 per consult	$35 / $35
Preventive Care				
Preventive Care	100% covered	100% covered	100% covered	100% covered
Diagnostic x-ray and lab tests	$35 per visit	$35 per visit	$35 per visit	10%
Complex x-ray and lab tests	$35 per visit	$35 per visit	$35 per visit	10%
Inpatient Hospital Services				
Inpatient hospitalization	20%	20%	40%	20%
Outpatient Services				
Outpatient facility charge	20%	20%	40%	20%
Emergency room	$200 per visit	$200 per visit	$200 per visit	$100 per visit
Urgent Care facility	$35 per visit	$35 per visit	$35 per visit	$50 per visit
Mental Health & Substance Abuse Benefits				
Inpatient care	20%	20%	40%	20%
Outpatient care	$35 per visit	$35 per visit	$35 per visit	20%
Pharmacy				
Retail	Level A / Level B	Level A / Level B	Level A / Level B	
Tier 1	$15 / $20	$15 / $20	$15 / $20	$15
Tier 2	$30 / $40	$30 / $40	$30 / $40	$30
Tier 3	$45 / $60	$45 / $60	$45 / $60	$50
Tier 4	20%, up to $200 max. (30-day supply only)	20%, up to $200 max. (30-day supply only)	20%, up to $200 max. (30-day supply only)	20%, up to $200 max. (30-day supply only)
Number of days supply	30	30	30	30
Mail Order - Level A only	2 times retail, 90 days	2 times retail, 90 days	2 times retail, 90 days	2 times retail, 90 days
Other Services and Supplies				
Durable Medical Equipment	50%	50%	50%	$35 copay
Chiropractic Services (Blue Shield Rider)	$10 per visit (up to 30 per calendar year)	$10 per visit (up to 30 per calendar year)	$10 per visit (up to 30 per calendar year)	$20 per visit (up to 12 per calendar year)

This exhibit is intended as a brief comparison of benefits and does not include all benefits, exclusions or limitations. Please refer to SPD or proposal for full details.

2020 Medical HDHP/HSA Benefit Review
Aetna

	Blue Shield HDHP HSA		Option Aetna HDHP HSA	
General plan information	In Network[1]	Out of Network[1]	In Network[1]	Out of Network[1]
Annual deductible				
Individual	$1,500		$1,500	$2,800
Family	$2,800 individual*; $3,000 per family		$2,800 individual; $3,000 per family	$2,800 individual / $5,600 per family
Annual out-of-pocket limit				
Individual	$3,000	$6,000	$3,000	$8,000
Family	$3,000 individual / $6,000 family	$6,000 individual / $12,000 family	$3,000 individual / $6,000 family	$8,000 individual / $16,000 family
Coinsurance	10%	40%	10%	30%
Office visit: PCP / Specialist	10%	40%	10%	30%
Teledoc consultation	$5 per consult	Not covered	$40 per consult	N/A
Preventive Care				
Preventive Care	100% covered; deductible waived	Not covered	100% covered; deductible waived	Not covered
Inpatient Hospital Services				
Inpatient hospitalization	$100 + 10% per admission	40%, up to $600 per day	10% per admission	30%
Outpatient Services				
Diagnostic x-ray and lab tests (lab center)	10% per visit	40%, up to $350 per day	10% per visit	30%
Complex x-ray and lab tests (radiology center)	10% per visit	40%, up to $350 per day	10% per visit	30%
Outpatient facility charge	10%	40%, up to $350 per day	10%	30%
Emergency room	$100 + 10% per visit	$100 + 10% per visit	10% per visit	10% per visit
Urgent Care facility	10%	40%	10%	30%
Mental Health & Substance Abuse Benefits				
Inpatient care	$100 + 10% per admission	40% + up to $600 per day	10% per admission	30%
Outpatient care	10%	40%	10%	30%
Pharmacy				
Retail				
Tier 1	$10	25% of retail + $10 copay	$10	
Tier 2	$25	25% of retail + $25 copay	$30	
Tier 3	$40	25% of retail + $40 copay	$50	Not covered
Tier 4	30%, up to $200 max. (30-day supply only)	Not covered	30%, up to $250 max. (30-day supply only)	
Number of days supply	30	30	30	
Mail Order	2 times retail, 90 days	Not covered	2 times retail, 90 days	Not covered
Other Services and Supplies				
Durable medical equipment	10%	40%	10%	30%
Chiropractic services	10%	40%	10%	30%
	20 visits per member, per calendar year		20 visits per member, per calendar year	
Acupuncture services	10%	40%	10%	30%
	20 visits per member, per calendar year		20 visits per member, per calendar year	

This exhibit is intended as a brief comparison of benefits and does not include all benefits, exclusions or limitations. Refer to SPD or proposal for full details.

1. All benefits are subject to deductible unless noted as deductible waived.

*IRS Mandated change for 2020

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COMMUNITY ACTION PARTNERSHIP OF KERN

MEMORANDUM

To: Board of Directors

From: Raymond Quan, Director of Human Resources

Date: September 25, 2019

Subject: *Agenda Item VI(b):* Revised Attendance Policy (Full & Part Year) – **Action Item**

Background:
The current CAPK Attendance Policy (Full Year and Part Year) was implemented with Board of Directors approval as well as SEIU's. The main purpose was to reduce absenteeism in the Head Start Centers and staffing problems caused by absent employees.

Issue:
Lack of flexibility and the termination of employees who violated the attendance limits – CAPK lost not only those who had performance problems with absenteeism, but we also had to terminate some otherwise good employees who had been with CAPK for many years.

Resolution:
Revise the current policy on attendance to allow Division Directors flexibility to make recommendations to the Chief Executive Officer (CEO) on disciplinary actions to be taken (if any) based on the total situation such as length of service, history of past attendance, position, past performance reviews and impact on Center operations as well as any mitigating or extenuating factors. The CEO would make the final decision on disciplinary action (if any) such as written warning, corrective plan of action, suspension without pay, or termination of employment. Termination will no longer be automatic at 96+ hours (full year employees) or 49 hours (part-year employees).

SEIU Review and Approval:
CAPK management met with SEIU in a meet-and-confer to obtain their feedback and approval of the revised policies. Yolanda Gonzales, Director of Head Start, Mike Lackman, HR Manager, and I also met with CAPK employees at the SEIU offices to review the revised policies and inform them of the changes in the policies.

Recommendation:
Staff recommends Board approval of the revised Attendance Policies for Full-Year and Part-Year Employees.

Attachment:
CAPK Attendance Policy (Full-Year)
CAPK Attendance Policy (Part-Year)

COMMUNITY ACTION PARTNERSHIP OF KERN
Full Year Attendance Procedure – FINAL REVISED Draft 1.07b
Revised 09-05-2019

It is the policy of Community Action Partnership of Kern (CAPK) to provide a standard of attendance for all full year CAPK employees. Management recognizes that circumstances beyond an employee's control may cause the employee to be absent from work for all or part of a day. Absenteeism will be evaluated throughout the year and during performance evaluations.

During an absence, employees must personally notify their supervisor or the supervisor's designee, using the mode of their choice for reporting the absence, at least two (2) hours prior to the start of their scheduled workday or as soon as possible. Employees must make this notification for each day they will be absent unless Human Resources has approved/been notified of the extended absences. If the supervisor or designee is not available to speak with, then a voicemail message must be left by the employee. If unable to leave a voicemail message, staff are required to contact or leave a message with their corresponding Manager/Supervisor.

I. GENERAL ATTENDANCE POLICIES

1) Full year employees that work 40 hours per week or more and are classified as full-time and accrue sick leave at 3.69 hours per pay period. Regular benefited employees working less than 40 hours will accrue sick time on a prorated basis.

2) The above accruals include the State of CA mandated sick leave of 1 hour of paid sick leave for every 30 hours worked to a maximum of 3 days (24 hours) per calendar year for every employee.

3) An employee cannot have a negative sick leave balance. Sick leave has no cash value.

4) WHEN A DOCTOR'S NOTE IS REQUIRED – A physician's verification of illness (i.e. doctor's note) is required when the illness is three (3) consecutive days or more to ensure you can return to full duty upon your return. If an employee is on intermittent or full time FMLA/CFRA or any other state or federal protected leave, then the employee will contact HR in regard to returning to work and a doctor's note may be required.

5) WHEN YOU WILL BE ABSENT DUE TO ANY REASON FOR THREE (3) (or more) WORKDAYS: Employees who are absent from work for three (3) or more consecutive work must contact the Human Resources Department immediately. A determination will be made if the employee should contact the Hartford to apply for FMLA/CFRA, or any other state or federal protected leave.

The Hartford determines eligibility (NOT CAPK) for FMLA and approves the leave based on complete and timely medical documentation.

6) FAILURE TO CALL IN AND REPORT YOUR ABSENCE (No call, no show) – Failure to call in and report your absence for more than three (3) consecutive workdays is considered job abandonment and will be grounds for immediate termination. If an employee is unable to call due to an accident, injury, or illness resulting in a hospital stay, a family member should call HR within three (3) workdays to ensure employee is not terminated from their position. Proper documentation is required to verify the employee's accident, injury or illness. The employee should call HR as soon as they are able.

7) MAKE-UP TIME - CAPK does not allow for make-up time. Approved at Meet and Confer: January 27, 2017.

8) PROTECTED LEAVE – Time off for any FMLA, CFRA, or any other state or federal protected leave is not considered in the attendance hours. Employees on approved state or federal leave may use accrued sick leave, vacation time or leave without pay after accruals are exhausted. Employees are allowed to integrate qualifying leave accruals with State Disability Income (SDI).

II. ATTENDANCE SYSTEM RULES

In order for CAPK to provide a standard attendance policy for all employees, CAPK maintains an attendance accrual system to ensure standardized attendance consistency.

A) Annual Attendance Rule (Calendar Year):

The Annual Attendance Rule counts hours used in a 12-month calendar year (full year employee). Starting at 48 or more hours of time off, notices (NOT a disciplinary warning) will be issued to employees. The ADP Attendance system will be modified to ensure it is non-disciplinary in nature and that all notices will also be non-disciplinary in nature. Sick Leave and vacation time must be used prior to leave without pay. Sick leave, unscheduled vacation time and leave without pay will calculate towards the Annual Attendance rules as outlined below.

B) Should employees miss consecutive sick days that would put them at a higher notice level, the higher notice will be administered and may or may not lead to disciplinary action, depending upon the circumstances and/or extenuating or mitigating factors. Recommendations will be made by the Division Directors to the Chief Executive Officer (CEO) for review and approval. Example: You use 68 hours of sick leave, unscheduled vacation time or LWOP, you will receive a written notice. You would bypass the Memo Contact Log notice level.

NOTE: The first 24 hours of sick leave taken or used do NOT subject the employee to any disciplinary action of any kind whatsoever (per State of CA law)

Notice Level	Hours of Missed Work
Memo/Contact Log	48
Written Notice	68
2nd Written Notice	78
Possible Disciplinary Action	96+ (plus)

Note: The above hours include the first 24 hours taken or used.

IMPORTANT NOTE: Possible (NOT Automatic) Termination at 96+ (plus) hours of sick leave taken or used by the employee. Using 96.0 hours of sick leave DOES NOT cause possible disciplinary action. Using more than 96 hours, even if only 15 minutes (96.25 hours), DOES cause possible disciplinary action.

Community Action Partnership of Kern
Part-Year Attendance Policy
FINAL REVISED Draft 1.04a
Effective 09-02-2019

It is the policy of Community Action Partnership of Kern (CAPK) to provide standards for attendance of all CAPK employees. Reliable and consistent attendance is a condition of employment. Management recognizes that circumstances beyond an employee's control may cause the employee to be absent from work for all or part of a day. However, excessive and abusive absenteeism will not be tolerated. Absenteeism will be evaluated throughout the year and during performance evaluations. All state and federal protected leaves are excluded.

It is important for employees to understand that in order for CAPK to operate efficiently and effectively, regular attendance of all employees is imperative. Employees need to be present and accountable during their scheduled work time. Employees must personally notify their supervisor or the supervisor's designee, using the mode of their choice for reporting the absence, at least two (2) hours prior to the start of their scheduled workday or as soon as possible. Employees must make this notification for each day they will be absent unless Human Resources has approved/been notified of the extended absences. If the supervisor or designee is not available to speak with, then a voicemail message must be left by the employee. If unable to leave a voicemail message, staff are required to contact or leave a message with their corresponding Manager/Supervisor.

I. GENERAL ATTENDANCE POLICIES

1) Part-Year employees that work full-time but less than 12 months a year will be allowed to take up to 40 hours of sick leave per CAPK's Head Start school year. Employees that start after August 31, will receive pro-rated sick leave hours.
    - August 40 hours
    - September 36 hours
    - October 32 hours
    - November 28 hours
    - December 24 hours
    - January 20 hours
    - February 16 hours
    - March 12 hours
    - April 8 hours
    - May 8 hours

2) The above grants include the State of CA mandated sick leave of 1 hour of paid sick leave for every 30 hours worked to a maximum of 3 days (24 hours) per calendar year for every employee.

3) An employee cannot have a negative sick leave balance. Sick leave has no cash value.

4) WHEN A DOCTOR'S NOTE IS REQUIRED – A physician's verification of illness (i.e. doctor's note) is required when the illness is three (3) consecutive days or more to ensure you can return to full duty upon your return. If an employee is on intermittent or full time FMLA/CFRA or any other state or federal protected leave, then the employee will contact HR in regard to returning to work and a doctor's note may be required.

5) WHEN YOU WILL BE ABSENT DUE TO ANY REASON FOR THREE (3) (or more) WORKDAYS: Employees who are absent from work for three (3) or more consecutive work must contact the Human Resources Department immediately. A determination will be made if the employee should contact the Hartford to apply for FMLA/CFRA, or any other state or federal protected leave.

The Hartford determines eligibility (NOT CAPK) for FMLA and approves the leave based on complete and timely medical documentation.

6) FAILURE TO CALL IN AND REPORT YOUR ABSENCE (No call, no show) – Failure to call in and report your absence for more than three (3) consecutive workdays is considered job abandonment and will be grounds for immediate termination. If an employee is unable to call due to an accident, injury, or illness resulting in a hospital stay, a family member should call HR within three (3) work days to ensure employee is not terminated from their position. Proper documentation is required to verify the employee's accident, injury or illness. The employee should call HR as soon as they are able.

7) MAKE-UP TIME - CAPK does not allow for make-up time. A schedule adjustment can be made by the supervisor to adjust the starting or ending time to the workday or the lunch hour to accommodate a daily schedule change. Changes outside of the normal workday are not acceptable. Employees cannot work a different schedule on another day or on weekends to "make-up" time.

8) PROTECTED LEAVE – Time off for any FMLA/CFRA, or any other state or federal protected leave is not considered in the attendance hours. Employees on approved state or federal leave are allowed to use EIB hours prior to their regular sick leave. Employees are allowed to integrate qualifying leave accruals with State Disability Income (SDI).

II. EXTENDED ILLNESS BANK (EIB)

EIB is a paid absence to be used specifically for extended absences due to an illness of the employee and/or an immediate family member. EIB is established when a part-year employee has a balance at the end of the school year. That balance will roll into EIB for future use under the EIB guidelines.

Employees may use EIB for FMLA/CFRA, or any other state or federal protected leave. EIB can be used for a continuous or intermittent protected leave. EIB used during a leave will be deducted from the EIB balance, however if no EIB is available the employee's absence will require use of sick leave and then it will be leave without pay.

While out on a continuous leave and using EIB, sick leave or leave without pay, an employee will not be paid for spring break, winter break or any holidays.

EIB use requires a physician's verification, be it your own illness or an immediate family member according to state/federal guidelines. EIB can only be used for FMLA/CFRA or any other state or federal protected leave program.

If an employee terminates employment, voluntarily or involuntarily, they will receive no payment for EIB. An employee may accrue a maximum of 480 hours of EIB. Once an employee reaches 480 hours, they can no longer accrue.

III. ATTENDANCE ACCRUAL SYSTEM

In order for CAPK to provide a standard attendance policy for all employees, CAPK maintains an attendance accrual system to ensure standardized attendance discipline.

A) The Annual Attendance Rule counts hours used over a 10-month (part year employee) period. Starting at 32 or more hours of time off, notices will be issued to the employee. Sick Leave, unapproved Personal Days and leave without pay will calculate towards the Annual Attendance Rules as outlined below.

B) Should employees miss consecutive sick days that would put them at a higher notice level, the higher-level notice will be given to the employee. Possible disciplinary action will be considered by the Division Director and recommended to the CEO. Termination of employment will no longer be automatic.

Example: you are currently at the Verbal Notice Level of 36 hours. You then use 12 hours of sick leave, unapproved Personal Days or LWOP; then you would move to a 2nd Written Notice Level at 48 hours (36 + 12 = 48). You would bypass the first Written Notice Level of 44 hours. You would NOT receive two separate written notices.

Notice Level	Hours of Missed Work
Memo/Contact Log	32
Verbal Notice	36
Written Notice	44
2nd Written Notice	48
Possible Disciplinary Action	49 or more

B) ABSENTEEISM – Absenteeism refers to time taken away from work. This does not include time taken for leaves of absence under state and federal outlined benefits. CAPK employee attendance records will be monitored closely and will be reviewed by Management on an ongoing basis. Any employee that has been identified as having absenteeism concerns will be subject to POSSIBLE disciplinary action, based on the recommendation of the Division Director to the CEO.

Effective date 09/02/2019
Union Approval 09/02/2019

COMMUNITY ACTION PARTNERSHIP OF KERN

MEMORANDUM

To: Board of Directors

From: Raymond Quan, Director of Human Resources

Date: September 25, 2019

Subject: *Agenda Item VI(c):* 2020 Agency Holiday Schedule - **Action Item**

Below is the proposed Agency Holiday Schedule for 2020.

2020 Holiday Schedule

Date	Holiday
Wednesday, January 1, 2020	New Year's Day
Monday, January 20, 2020	Martin Luther King Jr. Day
Monday, February 10, 2020	Lincoln's Birthday
Monday, February 17, 2020	President's Day
Monday, May 25, 2020	Memorial Day
Friday, July 3, 2020 (Observed)	Independence Day
Monday, September 7, 2020	Labor Day
Wednesday, November 11, 2020	Veteran's Day
Thursday, November 26, 2020	Thanksgiving Day
Friday, November 27, 2020	Day After Thanksgiving
Thursday, December 24, 2020	Christmas Eve
Friday, December 25, 2020	Christmas Day
Thursday, December 31, 2020	New Year's Eve

Date	Holiday
Friday, January 1, 2021	New Year's Day

Recommendation:

Staff recommends the Board of Directors approve the 2020 agency holiday schedule.

COMMUNITY ACTION PARTNERSHIP OF KERN
MEMORANDUM

To: Board of Directors

From: Donna Holland, Fiscal Administrator

Subject: *Agenda Item VI(d):* Head Start/State Child Development Staffing Changes – **Action Item**

Date: September 25, 2019

A new organizational chart was approved on June 26, 2019, moving the Central Kitchen and the Child and Adult Care Food Program (CACFP) from the Director of Health and Nutrition to the Director of Head Start/State Child Development.

During the transition of these responsibilities, the Director of Health and Nutrition has continued to provide the service of reviewing and approving menus and modified diets prepared by the Central Kitchen for compliance with USDA meal patterns. CACFP requires that these functions are overseen by a Registered Dietitian.

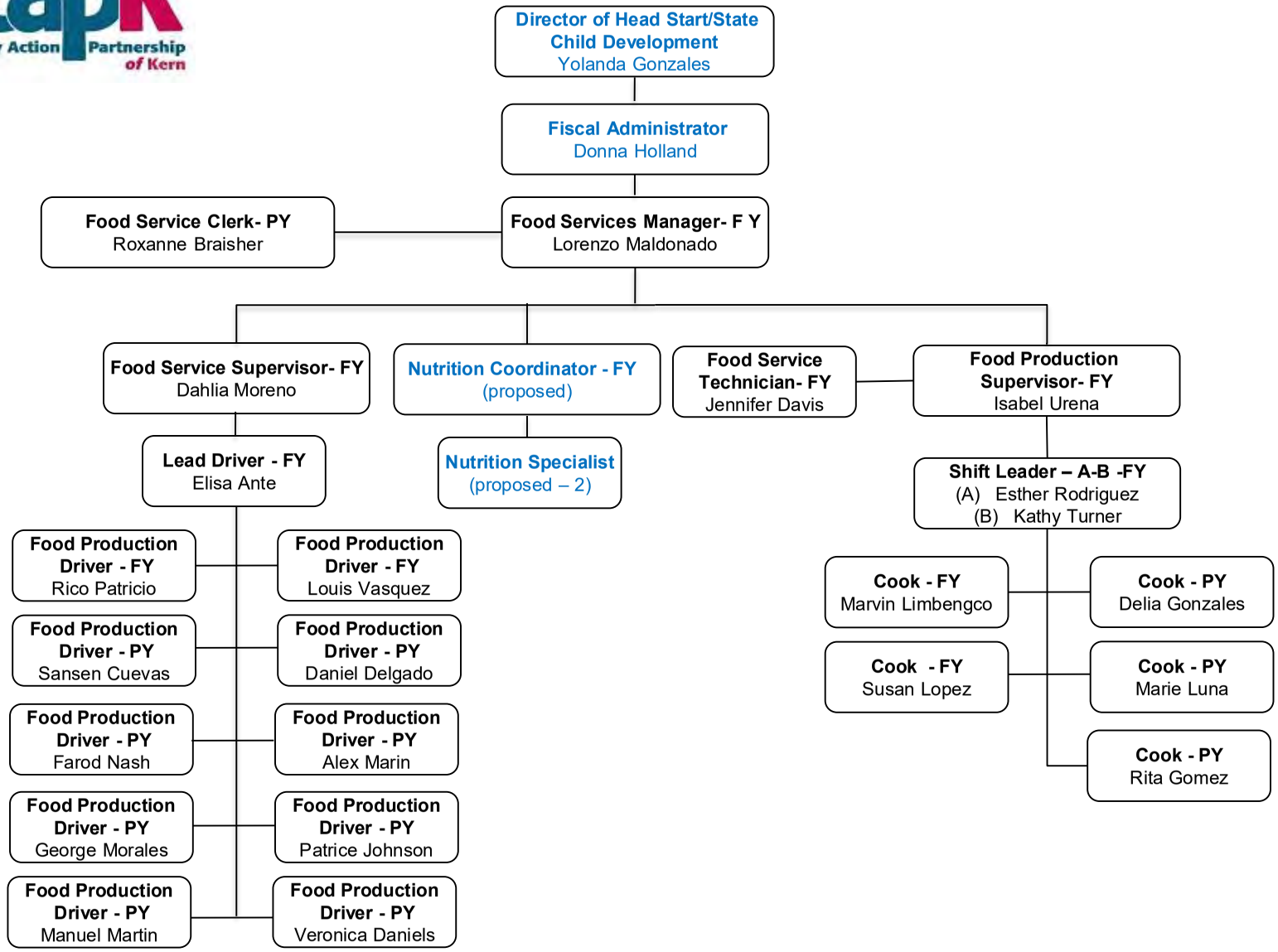
The Head Start/State Child Development Division proposes to add a Nutrition Coordinator position that will be responsible for these functions, as well as overseeing and ensuring compliance with safety and sanitation monitoring, referrals for special dietary needs, nutrition education, and other related objectives. With the exception of menu and modified diet approvals, these functions are currently overseen by the Education and Support Services Administrator in collaboration with the Food Services Manager. Staff propose that nutrition-related functions and positions be moved from Education and Support Services to the Central Kitchen to facilitate even more efficient and effective collaboration.

The Human Resources Division has evaluated and pointed the job description at a grade 9 which has a range in salary between $44,824 and $67,288. The Central Kitchen organizational chart has been revised to reflect the addition of these positions.

Recommendation:
Staff recommends the approval of the Nutrition Coordinator position and job description.

Attachments:
Central Kitchen Proposed Organizational Chart
Nutrition Coordinator Job Description

Central Kitchen



Revised 8/2018

COMMUNITY ACTION PARTNERSHIP of KERN
Nutrition Coordinator

Disclaimer: Job descriptions are written as a representative list of the ADA essential duties performed by a job class. They cannot include nor are they intended to include all duties performed by all positions occupying a class.

Salary Grade: 9 FLSA Status: Non-Exempt Date Approved: 09-17-2019

SUMMARY: Responsible and accountable for responding to nutritional needs for Head Start/Early Head Start children and their families; providing ongoing nutrition training and technical support to staff; adhering to the goals and objectives of the nutrition service area; as well as maintaining compliance for the regulations established by the Head Start Program Performance Standards, United States Department of Agriculture regulations, California's Child and Adult Care Food Program regulations, and policies/procedure developed by CAPK and the Head Start and State Child Development Division.

SUPERVISION RECEIVED:
Receives supervision from the Food Services Manager

SUPERVISION EXERCISED: Nutrition Specialist(s)

DUTIES AND RESPONSIBILITIES:
Disclaimer – This list is meant to be representative, not exhaustive. Some incumbents may not perform all the duties listed or may perform related duties as assigned. Reasonable accommodations may be made to enable individuals with disabilities to perform essential functions.

A. Essential Job Specific Duties:
Responsible in developing and implementing nutritional services for Head Start children and families. Provide assistance and direction for all meal service requirements to ensure healthy and nutrition food is properly served in accordance with regulations and CAPK procedures.

B. Other Job Specific Duties:

A. *CACFP, Head Start/Early Head Start, Nutrition Services*

1. Will ensure all Safety and Sanitation monitoring follows CACFP regulations.
2. Complete monthly reports for the Food Services Manager
3. Participate in Community Collaborations regarding Nutrition
4. Provide guidance to Nutrition Specialists on nutrition services
5. Partner with the Attendance Coordinator in facilitating the Nutrition Advisory Committee

B. *High Risk Referrals*

6. Provide support to parents whose children have special dietary needs or other issues related to nutrition
7. Provide nutritional consultation for all children at risk in the area of special diets, food allergies and other like topics
8. Make nutrition referrals to physicians and health agencies when appropriate

C. *Nutrition Education*

9. Coordinate nutrition education needs for the program
10. Review monthly menus for CAPK and contracted food venders to ensure USDA meal patterns are met

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11. Attends CACFP required trainings, as well as local and state workgroups to support continued improvements for nutrition services

D. *Performs other duties as assigned or as needed.*

MINIMUM QUALIFICATIONS:

The requirements listed below are representative of the knowledge, skills, and abilities required to satisfactorily perform the essential duties and responsibilities.

Knowledge of:

Agency policies and procedures
Applicable federal, state, and local laws, codes, and regulations
Departmental policies and procedures
Modern office practices, methods, procedures and equipment including computers
Word processing, spreadsheet, database, and other related software applications

Ability to:

Ability to deal with conceptual matters
Ability to solve problems effectively and efficiently
Ability to plan, organize, allocate, and control substantial resources.
Ability to communicate effectively
Good interpersonal skills.
Willingness to attend evening and weekend meetings
Effectively presents program to the general public.
Establish professional working relationships with staff, agencies, and parents.
Attends all meetings, trainings, and conferences as assigned or as needed.

EDUCATION AND EXPERIENCE:

The following requirements generally demonstrate possession of the minimum requisite knowledge and ability necessary to perform the duties of the position.

a. Bachelor's degree in nutrition or related field and licensed as a dietitian by the State of California is required.
b. Two years' experience in any institutional food service and/or nutrition experience.
c. Implementation of a nutritional program for children 0-6 years preferable.
d. One-year experience in supervisory position related to health, sanitation, and safety standards as related to food service and nutrition.
e. Knowledge of the nutritional requirements as established by the Academy of Nutrition and Dietetics.

OTHER REQUIREMENTS

a. Possession of a valid California Driver's License and State automobile insurance, and acceptable driving record substantiated by a DMV printout.
b. Completion of a physical and substance abuse screening upon offer of employment.
c. Must be fingerprinted if required by funding source or state licensing and have such records filed with the State Department of Social Services, Community Care Licensing.
d. Successful completion of TB clearance at time of employment and every three years thereafter.
e. Work alternative hours as required, including nights and weekends.
f. Bilingual (English/Spanish) capabilities desired.
g. Is proactive in the program effort to recruit and enroll families that qualify for Partnership programs.

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WORK ENVIRONMENT:

The work environment characteristics described are representative of those that an employee encounters in performing the essential functions of this job.

- *Work is primarily performed indoors.*
- *Noise level is quiet to moderately quiet.*
- *Hazards are minimal.*

ESSENTIAL PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of the job. Reasonable accommodations may be made to enable employees with disabilities to perform the essential duties.

POSITION TITLE: Nutrition Coordinator			
ACTIVITY (HOURS PER DAY)	NEVER 0 HOURS	OCCASIONALLY UP TO 4 HOURS	FREQUENTLY 4-8 HOURS
Sitting			x
Walking			x
Standing			x
Bending (neck)			x
Bending (waist)			x
Squatting		X	
Climbing	x		
Kneeling		X	
Crawling	x		
Twisting (neck)			x
Twisting Waist			x
Is repetitive use of hand required?			x
Simple Grasping (right hand)			x
Simple Grasping (left hand)			x
Power Grasping (right hand)		X	
Power Grasping (left hand)		X	
Fine Manipulation (right hand)			x
Fine Manipulation (left hand)			x
Pushing & Pulling (right hand)		x	
Pushing &Pulling (left hand)		x	
Reaching (above shoulder level)		x	
Reaching (below shoulder level)		x	

	LIFTING			CARRYING		
	NEVER 0 HOURS	OCCASIONALLY UP TO 4 HOURS	FREQUENTLY 4-8 HOURS	NEVER 0 HOURS	OCCASIONALLY UP TO 4 HOURS	FREQUENTLY 4-8 HOURS
0-10 lbs.			x			x
11-25 lbs		x			x	
26-50 lbs		x			x	
51-75lbs	x			x		
76-100lb	x			x		

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100lbs+	x					

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COMMUNITY ACTION PARTNERSHIP *of* KERN
BOARD OF DIRECTORS
PROGRAM REVIEW & EVALUATION COMMITTEE MEETING
September 11, 2019
12:00 p.m.

MEETING MINUTES

1. **Call to Order**

   Committee Chair Yolanda Ochoa called the meeting to order at 12:01 pm at the Community Action Partnership of Kern administrative building, 5005 Business Park North, Bakersfield, CA.

2. **Roll Call**

   Roll Call was taken with a quorum present.

   Present: Jose Gurrola, Nila Hogan, Jonathan Mullings, Yolanda Ochoa

   Absent: Marian Panos

   Others present: Jeremy Tobias, Chief Executive Officer; Raymond Quan, Director of Human Resources; Pritika Ram, Director of Administration; and other CAPK staff.

3. **Approval of Agenda**

   Motion was made and seconded to approve the Program Review and Evaluation Committee meeting agenda for September 11, 2019. Carried by unanimous vote. (Hogan/Mullings)

4. **Public Forum:**

   No one addressed the Committee.

5. **Program Presentation:**

   Kathline Moessner presented an update on the VITA program and stated that we are in the 3rd year of this program in partnership with United Way of Kern. There has been a lot of growth since 2016 with over $19 million returned to low-income families in Kern County. Staff is promoting VITA and CalEITC throughout Kern County.

   Raul Gallardo and James Burger provided a summary of the Community Development Division and stated that the Outreach group provides marketing, outreach, coordinates internal and external communications, and manages the various social media pages, media relations, and updates the CAPK website.

   Tomas Cubias reported on the Administrative Oversight and Sheila Shegos provided a chart to show the success rate of grants that were funded over the past 5 years.

   Pastor Mullings asked if the marketing materials are available in Spanish and if the outreach efforts extend to faith-based organizations/churches. James Burger replied yes to both questions and offered to make a presentation at Pastor Mulling's church and provide marketing materials.

6. **New Business**

   a. August 2019 Program and Division Reports – Sheila Shegos, Outreach & Grant Administrator – ***Action Item***
      - 2-1-1 Kern
      - Central Kitchen

- Community Development – Grants & Research
- East Kern Family Resource Center
- Energy
- Food Bank
- Friendship House
- Human Resources
- Migrant Childcare Alternative Payment
- Operations
- Shafter Youth Center
- Volunteer Income Tax Assistance
- Women, Infants and Children

Sheila Shegos provided an overview of CAPK's programs from the Division Program Reports for August 2019.

Motion was made and seconded to approve the August 2019 Program & Division Reports Carried by unanimous vote. (Gurolla/Mullings)

b. Application Status Report and Funding Requests for August 2019 – Sheila Shegos, Outreach & Grant Administrator – ***Action Item***

Sheila Shegos presented the Application Status reports and summarized the Funding Requests for the month of August.

Motion was made and seconded to approve the Application Status Report and Funding Requests for August 2019. Carried by unanimous vote. (Gurolla/Mullings).

c. July & August 2019 Head Start / State Child Development Enrollment Update and Meals Report – Ginger Mendez, HS State Enrollment / Attendance Manager – ***Action Item***

Ginger Mendez summarized the reports for July & August and provided the percentages for enrollment, children with disabilities, over income, and average daily attendance. The meals served report captures data from June and July and was decreased due the number of centers closed over the summer months.

Motion was made and seconded to approve the Head Start / State Child Development July & August 2019 Enrollment Update and Meals Report. Carried by unanimous vote. (Hogan/Mullings).

d. Application for Continued Funding of Early Head Start San Joaquin – Jerry Meade, Program Design and Management Administrator – ***Action Item***

In March of 2019, CAPK received a letter from the Office of Head Start (OHS) stating that the Early Head Start (EHS) San Joaquin program is eligible for a non-competitive five-year grant award. Details of the application are included in the agenda packet and staff is requesting approval to submit an application for 2020-2021 funding of the EHS San Joaquin Grant.

Motion was made and seconded to approve the program options for continued funding of EHS San Joaquin 09CH010071 for the 2020-2021 budget period. Carried by unanimous vote. (Hogan/Gurrola).

e. Health & Safety Screening Kern – Sylvia Ortega, Quality Assurance Manager – ***Action Item***

Sylvia Ortega provided an overview of the required screening of health and safety environment of each center where children receive Head Start and Early Head Start services, within 45 days of the start of the program or school year. Sylvia stated that all screenings were completed on August 23, 2019. The certification is included in the agenda packet and will be submitted to the Office of Head Start upon approval by the full board.

Motion was made and seconded to approve with Resolution, the Head Start Certification of Health & Safety Screener. Carried by unanimous vote. (Mullings/Gurrola).

f. Organizational Standards Update – Ravi Peiris, Senior Community Development Specialist – ***Info Item***

Ravi Peiris provided an overview of the Organizational Standards and described its function and how it ties to the strategic plan, and measurement of success.

7. **Committee Member Comments**

8. **Next Scheduled Meeting**

Program Review & Evaluation
Wednesday, October 16, 2019
12:00 p.m.
5005 Business Park North
Bakersfield, California 93309

9. **Adjournment**

The meeting adjourned at 12:43 pm.

COMMUNITY ACTION PARTNERSHIP OF KERN

DIVISION/PROGRAM MONTHLY ACTIVITY REPORT

Division/Director: Administration/Pritika Ram		**Month/Year:** August 2019
Program/Work Unit: 2-1-1 Kern County	**Staffing:** 20 (2 Vacancies)	**Program Manager/Supervisor:** **Irene Fonseca, Interim**
Services: Provides 24/7 information and referral services via phone or CAPK's website to residents of Kern. Also provides call handling services for Kings, Tulare, Merced, Mariposa and Stanislaus Counties and schedules appointments, provides status updates on pending application, and mails applications to clients for the CAPK Energy Program utility assistance services. As of October 2018, the Kern County Coordinated Entry System initiated as a program within 2-1-1 Kern.		

Activities	**Description**			
Information & Referral Services	**Incoming**	**Answered**	**Unanswered**	**Referrals**
Kern County	5,687	4,844	843(14%)	8,093
Kings County	194	174	20(10%)	*
Tulare County	1,033	924	109(11%)	*
Mountain Valley (Mariposa and Merced Counties)	152	125	27(18%)	*
Stanislaus County	1,133	981	152(13%)	*
Total	8,199	7,048	1,151(14%)	

*2-1-1 Kern does not have access to the iCarol database for these counties. Per the agreements, 2-1-1 Kern provides referrals but does not track them. The information goes directly to the iCarol databases for the individual counties.

Most Requested Services	Food Pantries	Homeless Shelter	Utility Assistance
Top 3 Unmet Needs	Rental Assistance	Transportation	Developmental Screenings

Other Services		**Month**	**YTD**
LIHEAP	Calls Answered	5,913	29,230
Weatherization	Calls Routed through 2-1-1	438	4,137
Mental Health	Calls Answered	264	1,993
Website Visitors	Visitors to CAPK's 2-1-1 Kern web page	5,326	35,391
VITA	Calls Routed through 2-1-1	N/A	6,944

CalFresh Enrollments	Onsite enrollment into CalFresh (Supplemental Nutrition Assistance Program (SNAP/food stamps)	**Submitted**	**Approved**	**Pending**
		15	**4**	**11**

Coordinated Entry System (CES)	Entry point for the homeless population in Kern County.	**211 Homeless Calls**	**QRT Submitted**	**Assessments Completed**
		457	**728**	**111**

Outreach Activities	**Outcomes**
- Presentations for Bridges Academy and Kern Families Healthcare Systems - Palm Avenue Middle School Back to School Night - Taft Homelessness Resource Fair	– 211 Kern - informational cards: 200 – 211 Kern - informational cards: 100 – 211 Kern- informational cards: 100

Highlights: 211 Kern began utilizing push texting capabilities. 211 Kern can now offer callers the option to have resources texted to their smart phone.

COMMUNITY ACTION PARTNERSHIP OF KERN

DIVISION/PROGRAM MONTHLY ACTIVITY REPORT

Division/Director: Nutrition Services/Carmen Segovia		**Month/Year**: August 2019
Program/Work Unit: Central Kitchen	**Staffing:** 22 Staff Members	**Program Manager:** Lorenzo Maldonado
Services: Preparation and delivery of meals and snacks for children enrolled in CAPK's Head Start/Early Head Start and Home Base option. The program provides the meals for the H.S. /E.H.S and Home Base. The program also delivers food service and janitorial supplies to the Head Start/Early Head Start centers and Home Base locations. • Total meals prepared are supported by the daily meal production sheets and food transport sheets. • Home base meal totals are supported by meal request forms submitted by center and Home Base staff.		

Activities	Status			
Meals & Snacks	**Total # Prepared**	**Breakfast**	**Lunch**	**Snack**
Central Kitchen prepared for the HS/EHS centers	**47,502**	**16,582**	**15,084**	**15,836**
Home Base Meals	**123**	**18**	**15**	**90**
Total	**47,625**	**16,600**	**15,099**	**15,926**

Other:

1. Part year staff returned to work on August 12, 2019, as of that date we are fully staffed. With the part year staff's return the Central Kitchen was able to conduct the yearly pre-service training. By having this training it allows the Central Kitchen to update the returning staff of any changes that might have occurred during their summer break.
2. The Central Kitchen finalized the preparations of food orders, janitorial supplies and food service supplies. The Central Kitchen staff has also finished the startups for all the part year centers with food service supplies and janitorial supplies.
3. This year the Central Kitchen will have a drop in the count of daily meals prepared. With the changes to centers, routes and count the Central Kitchen made some adjustments. The kitchen will now run six routes instead of seven routes for the in-town food deliveries and there will be one less center on the four out-lying delivery routes. The Central Kitchen's Food Production staff has worked on placing the food order for the beginning of the school year and have done the preparation needed for when part year staff return.
4. Mechanical problems with the Central Kitchen's milk walk in refrigerator have created a challenge in storage space. The Central Kitchen staff are currently using the produce refrigerator for dairy. The compressor is not operational and will have to be replaced. We reached out to some of our vendors to provide the agency with quotes for the repairs. The quote for the repairs on the walk-in refrigerator was received and approved. The repairs will be conducted by Valley Wide Refrigeration. The Central Kitchen should have an operational walk-in refrigerator early to mid-September.

COMMUNITY ACTION PARTNERSHIP OF KERN

DIVISION/PROGRAM MONTHLY ACTIVITY REPORT

Division/Director: Community Development/Pritika Ram, Interim		**Month/Year:** August 2019
Program/Work Unit: Community Development Division	**Total Staffing**: 6	**Program Manager/Supervisor:** Sheila Shegos

Services: Grant research on funding resources and opportunities, proposal preparation, and special projects. Media and public relations, agency and program promotional materials, advocacy, social media and website management, special events and fundraising, English-Spanish translations.

Community Development Team Activities



In August the Outreach Team brought ***11,109 new books*** to Kern County through a grant from the ***Molina Foundation***. On August 29 volunteers from across CAPK and the community came together at the Friendship House Community Center, sorted the books by age group, boxed them up and prepared them for a Sept. 12 distribution. The books will flow through CAPK programs and partners to enrich the lives of thousands of Kern County children.

Also, as a key member of the ***Kern Complete Count Committee***, Outreach staff drafted the key outreach flyer which will help encourage hundreds of thousands of Kern County residents to fill out their U.S. Census forms.

The Grants Team ***submitted 6 grants*** (totaling $431,000) for the month of August including ***two for Emergency Ridgecrest Earthquake Relief*** for people recovering from the recent earthquakes. CAPK will be providing special food distributions as well as working with partners to aid in the long-term recovery efforts. The **Organizational Standards** were successfully submitted to CSD on August 26th and staff are in the process of becoming ***ROMA certified*** so they can train others in our agency.

Advocacy	• Developed protocol for reviewing local and statewide media reporting.
Outreach	• Received FEMA training on disaster response protocols as follow up to Ridgecrest earthquakes. • Joined the Kern Volunteer Organizations Active in Disasters (VOAD) group. • Promoted Food Bank Farmers Markets in Delano, Wasco and Bakersfield. • Developed Home Based Head Start client video.
Special Events	• Launched promotions and developed materials for Sept. 24 ***Feed the Need Canned Food Drive*** at the Kern County Fair. • Completed early morning interviews with Channel 23 about the Molina Book donation. • Launched promotions for **Friendship House Community Center Gala** event on October 24th. **Get your tickets!**
Grants	• Wonderful Community Grants for Free Farmers Markets in Delano and Wasco. • Kern Community Foundation Emergency Earthquake Relief. • Ca Department of Community Services and Development (CSD) Ridgecrest Emergency Earthquake Relief.
Research	• Complete Count Census • Ridgecrest Earthquake • Immigration • Capacity and program funding for East Kern Family Resource Center, VITA and youth centers. • Affordable housing for low-to-moderate income. • Funding for the Food Bank Expansion Project.
Projects	• Staff translated the Youth Centers Mentoring program materials into Spanish. • Strategic Plan Reporting & next steps. • GrantHub trainings • NPI mid-year data collection. • 2020 Census, Kern County Census Committee.

COMMUNITY ACTION PARTNERSHIP OF KERN

DIVISION/PROGRAM MONTHLY ACTIVITY REPORT

Division/Director: Nutrition Services/Carmen Segovia		**Month/Year:** August/ 2019
Program/Work Unit: East Kern Family Resource Center	**Total Program Staffing**: 6	**Program Manager/Supervisor:** Whitney Hughes
Program/Work Unit Description: Serves low-income individuals and families residing in East Kern County communities of Boron, California City, Mojave, North Edwards, Rosamond, and Tehachapi. Services include case managing families with children who are at risk of abuse and neglect (Differential Response); preparing children to enter kindergarten (School Readiness Initiative); parenting education; emergency supplies closet for immediate basic needs such as clothing, food, diapers, infant formula, bus passes, and gas vouchers.		

Activities	Description	Status	
		Month	YTD
Referrals for services Case Managed Families	Differential Response F5K School Readiness Economic Empowerment	11 3 0	174 28 44
Children enrolled in center-base program		16	16
Adults in Court Mandated Parenting Classes		0	11
Services to Walk-ins	Services e.g., faxing and photocopying legal documents (such as such as birth certificates, Social Security cards, immigration status information needed to receive public assistance), food, clothing, referrals to other support services, and ongoing case management	68	517
Emergency Supplies Closet and Other Services	Food (individuals)	6	92
	Clothing (individuals)	19	169
	Photocopies (individuals) HEAP Application Supporting Docs	613 52	4108 520

Other: The EKFRC is waiting for approval of a federal grant that would fund a collaborative community center for East Kern. The Economic Empowerment program is providing a 4-week session using Money As You Grow curriculum from Your Money Your Goals to the children at the Friendship House.

Staffing: We are fully staffed

COMMUNITY ACTION PARTNERSHIP OF KERN

DIVISION/PROGRAM MONTHLY ACTIVITY REPORT

Division/Director: Operations/Emilio Wagner		**Month/Year:** August 2019
Program/Work Unit: Energy	**Total Program Staffing**: 37	**Program Manager/Supervisor:** Margaret L. Palmer
Services: Residential weatherization, utility bill payment assistance, and energy efficiency education for low-to-moderate-income Kern County residents. Also, installation of interim water tanks for low-income households affected by the drought.		

		Status	
Activities	**Description**	**Households Served**	
		Month	**YTD**
1. Low Income Home Energy Assistance Program (LIHEAP Utility Assistance -2019)	Assistance with utility bill payments	**533**	**4183**
2. Low Income Home Energy Assistance Program (LIHEAP) Weatherization Assistance (2019)	• Assistance with residential repair/weatherization (e.g., weather stripping, thermostats, door/window replacement, etc.) • Energy-efficient appliance installation	**20** **23**	**173** **242**
3. Department of Energy Weatherization Assistant Program (DOE-WAP) (2018)	• Assistance with residential repair/weatherization (e.g., weather stripping, thermostats, door/window replacement, etc.) • Energy-efficient appliance installation	**7** **3**	**39** **15**
5. Total Value of Services (utility payments only)		**$323,834**	**$2,434,621**
		Results	
6. Energy calls received (from 2-1-1)		**6,976**	
		HEAP	**Wx**
7. Number of LIHEAP applications Received		**1062**	**86**
8. Number of LIHEAP applications Completed		**533**	**50**
9. Number of LIHEAP applications in Progress		**529**	**36**
10. Outreach Events attended	7/3 – Mini Con at Kern County Library, 701 Truxtun Avenue	Give presentations, distribute brochures, applications, tote bags, ink pens and energy savings wheels.	

COMMUNITY ACTION PARTNERSHIP OF KERN

DIVISION/PROGRAM MONTHLY ACTIVITY REPORT

Division/Director: Nutrition Services/Carmen Segovia		**Month/Year:** August 2019
Program/Work Unit: Food Bank	**Total Staffing**: 17	**Program Manager:** Jaime Orona
Services: Partners with 147 food distribution sites throughout Kern County to provide food assistance to low-income families and individuals.		

		Status	
Activities	**Description**	**Month**	**YTD**
USDA Commodities	Individuals Served (July)	38,250	277,329
	Poundage Received all Programs	1,593,081	13,534,505
	Total Poundage Distributed, All Sites	1,983,503	13,564,218
	Total Distributed pounds 2018	1,040,807	8,718,639
Food Sourcing	**Produce Received: 315,494 pounds of produce (donated or purchased) & 15 different produce items:** Bolthouse: Carrots Cal-Organics: Potatoes, romaine, cabbage, kale broccoli, onions, & leafy greens Kingsburg Orchards: Plums, peaches, nectarines, & apricots Kirshenman: Potatoes Polo Produce: Mangos Target: Mixed produce Ten Star: Watermelon Varsity Produce: Onions Walmart: Mixed produce		
Food Drives:	**Farmers Markets:** New Life, Greenfield, Wasco, KC Fair Grounds, Catholic Charities. Distributing 121,000 pounds of fresh produce & bread to 2,609 Families/10,736 Individuals		

Other:

- On August 8th we provided a one-time donation of bread, water, fruit, and treats for a community event held by Word of Life.
- On August 13th we participated in the Pocket Park Event focused on assisting those in need in Kern County. We gave out misc. dry and canned goods and produce.
- On August 28th we participated in the first Pocket Park Event focused on assisting the homeless in Kern County. We gave out misc. dry goods, water and produce.
- Throughout the month of August, we provided fresh produce and water to multiple WIC locations for their annual Breastfeeding Celebration Event.
- August 30th Program Manager attended CSFP Best Practices Conference in San Diego.
- Our CSFP (Senior Distribution Program) held 34 distributions during the month of June and distributed 30-pound boxes of healthy and non-perishable food to 4,000 seniors throughout Kern County.

COMMUNITY ACTION PARTNERSHIP OF KERN

DIVISION/PROGRAM MONTHLY ACTIVITY REPORT

Division/Director: Nutrition Services/Carmen Segovia		**Month/Year:** August 2019
Program/Work Unit: Friendship House	**Total Program Staffing:** 2	**Program Manager/Supervisor:** Lois Hannible
Services: After-school and summer programs, pre-employment program for youths, parenting classes, nutrition education, sports, gang prevention, and access to social services.		

Activities	**Participants**	
Description	**Month**	**YTD**
After-School Program Tutoring, homework assistance, recreation.	28	50
Summer Program Recreational activities, educational games, and activities.		130
Gang Prevention Program Aggression Replacement Training (ART), Nurturing Parenting and Parents on Mission (POM) parenting classes are provided at local school sites, correctional facilities, at the Friendship House and other community centers, to prevent at-risk youths from joining gangs.		26
STEM (Science, Technology, Engineering, Math) Program Chevron STEM teaches robotics, coding, engineering, and mathematics to program youth, engaging them in hands-on science focused learning.		
Mobile Mexican Consulate Consular services are provided at FHCC every Tues. & every other Wed., providing passport renewals, assistance with obtaining important documents, and providing DACA & protection information**.**	450	3239
PREP Works Program Pre-employment program for at-risk youth that provides them with financial literacy; skills and knowledge to conduct job searches and plan for college/career; and an incentivized savings program. Participants also have an opportunity to gain paid work experience.		109

Other:

- Linda Kirkland from CAPK's East Kern Family Resource Center is providing Financial Empowerment classes to Friendship House youths. They are enjoying learning financial terms, the value of money, how to save and budget, and much more.
- Mr. George Bautista, from Lamont, donated 7 pairs of new shoes for youth at the Friendship House. Receiving the new shoes was a welcomed surprise for Friendship House participants that are in need.
- Volunteers gathered at the Friendship House on August 29th to box books from the Molina Foundation. The books will be provided to youth servicing agencies on September 12, to be distributed to community youth.
- On September 19th, Adventist Health will be providing a free children's mobile immunization clinic at the Friendship House from 9am-2pm, for youth ages 0-18 with no health insurance.
- The Mexican Consulate will be providing Consulate services at the Friendship House from September 17-September 20. Those interested should call (877) 639-4835 for an appointment.

COMMUNITY ACTION PARTNERSHIP OF KERN

DIVISION/PROGRAM MONTHLY ACTIVITY REPORT

Division/Director: Raymond Quan		**Month/Year: August 2019**
Program/Work Unit: HR/Staffing	**Total Division Staffing**: 9	**Program Manager/Supervisor:** Mike Lackman/Dawn Bledsoe
Services: All functions and activities related to staffing, employee benefits (including the pension plan) administration, labor law compliance, human resources management, and SEIU Contract.		

		Status	
Activities	**Description**	**Month**	**YTD**
Employee Count	Regular	849	
	Subs/Temps	22	
	Total Staff	**871**	
New Hires	**All divisions and programs**		
	Regular	5	**83**
	Subs/Temps	0	**42**
	Total New Hires	5	**125**
Leaves of Absence	Full-time Leave	28	
Terminations	**All divisions and programs**		
	Voluntary	17	101
	Involuntary	7	57
	Total Terminations	**17**	**151**
Staffing	**Vacancy**	31	161
	Total Applications Received	**238**	**1,264**
Payroll	**3 Pay Periods** **Total Hours Paid**	158,382	
	Total Gross Payroll	**$3,050.788**	

Projects	***Completed:***
HR/Payroll-Electronic Job Requisitioning *HR-Pension Plan Correction* *HR-Recruitment Issues* *HR-Licensing Issues* *Online Recruitment*	1. *PRE-Committee Meeting 08/07/2019* 2. *Division Directors Meeting 08/08/2019* 3. *Audit & Pension Committee Meeting 08/08/2019* 4. *Board Retreat Planning Meeting 08/13/2019* 5. *Budget & Finance Committee Meeting 08/14/2019* 6. *Attendance Policy Revision with CEO 08/16/2019* 7. *Employee Disciplinary Meeting w/Supervisory Employee 08/16/2019* 8. *Meeting/Confer (Part I) w/SEIU on Attendance Policy 08/19/2019* 9. *Facilitated the Board Retreat 08/17/2019* 10. *Board of Directors Meeting 08/21/2019* 11. *Meeting/Confer (Part 2) w/SEIU on Attendance Policy 08/22/2019* 12. *HR Legal Phone conference w/KDG 08/23/2019* 13. *ADP* Recruitment Module Presentation 08/23/2019 14. DFEH Response Submitted 08/26/2019

COMMUNITY ACTION PARTNERSHIP OF KERN

DIVISION/PROGRAM MONTHLY ACTIVITY REPORT

Division/Director: Health & Nutrition Services/Carmen Segovia		**Month/Year:** August 2019
Program/Work Unit: Migrant Childcare AP Program (MCAP)	**Total Staffing**: 19, *Vacancies-3* *1 SR Specialist & 2 FS Specialist*	**Program Manager/Supervisor:** Susana Magana
Services: The Migrant Childcare Alternative Payment Program is a voucher-based childcare program for migrant agriculturally working families. The program has six entry counties: Kern, Kings, Madera, Merced, Tulare, and Fresno. Once enrolled, families can continue childcare services as they migrate throughout the state following agricultural work. The program's current Fiscal Year is July 1, 2019, to June 30, 2020. ***This report is for the service month of July 2019, which was processed in the month of August 2019**.*		

Activities	County	Total	% by County
Active Enrollments	Kern*	404	43%
	Madera	51	10%
	Merced	0	0
	Tulare	101	21%
	Kings	204	8%
	Fresno	158	18%
	Total	782	**100**%

*Kern totals include services provided outside of the six entry counties. The case management for those families working and residing outside the six entry counties are handled by the regional office in Bakersfield.

Other:

Current Activities:

We finished closing out our FY 19-20 fiscal year and earned 93% of the contract. This is a huge accomplishment since the program received a substantial increase of $1.3 million in the 2nd quarter of the fiscal year. The staff continues to actively recruit and accept applications in all entry counties for the program. We currently have no waiting list. All eligible families are authorized immediately.

This month in conjunction with the finance department, we launched the first direct deposit for the MCAP childcare providers for the service month of July. We are hoping to have most of the providers enrolled in direct deposit in the next month. This change came about due to a regulation that went into effect July 1, requiring contractors to offer direct deposit as a method of payment to childcare providers participating in subsidized programs.

On July 1st there was a regulation that went into effect requiring contractors to submit a monthly Subsidized Provider Report (SPR) to the California Department of Education. The program manager and the subsidized reimbursement coordinator participated in CDMIS webinar regarding the SPR requirements. We met the August 30th deadline to submit April, May and June reports.

On 8/29 the program manager along with the family services coordinator facilitated a meeting at the MCAP Tulare County satellite office. The family services specialists from Kern, Kings, Fresno, Tulare, and Madera met in Visalia to review caseloads and to review several Standardized Operating Procedures (SOP) for the Family Services Department.

Many families migrated during the latter part of June into the first part of July. This has created a decrease in children served, since we are not able to serve families that migrate outside of CA. About 200 children were placed on Temporary Suspension of Services (TSS). All those families are migrating back to CA and about half have resumed services.

Upcoming Activities

Staff will be attending the CAPPA annual conference October 2nd -4th and Every Child CA Fall TA on October 16th-18th.

COMMUNITY ACTION PARTNERSHIP OF KERN
DIVISION/PROGRAM MONTHLY ACTIVITY REPORT

Division/Director: Operations/Emilio Wagner		**Month/Year:** August 2019
Program/Work Unit: Business Services/ Maintenance & Operations/Information Technology/Risk Management	**Total Division Staffing:** 19	**Program Manager/Supervisor:** Dan Ripoli, Douglas Dill, Kerri Davis, Laurie Sproule
Services: Facility repair and maintenance, procurement, information technology, risk insurance, vehicle registration, contracts, facility leases and facility planning.		

		STATUS	
Activities	**Description**	**Received**	**Completed March 1, 2019 to Date**
Business Services			
Purchase Orders Processed		158	1059
Contracts/Leases Processed		14	118
Request for Proposals (RFP)	Gardening and Maintenance Mental Health Consultant Auto Mechanic Finance and HR Management Assessment	In Progress In Progress In Progress In Progress	
Leases	Tehachapi Unified School District -HS Mojave Unified School District -HS 425 E. Fairview -HS 2400 Planz Rd. -HS 8201 Palm Ave. – HS 650 E. James St. -WIC 1900 E. California Ave. -HS Hunter St. -Stockton	Completed Completed Completed Completed Completed Completed Completed Completed	
Contracts	Community Medical Centers -MOU ACI -Jewett -Head Start ACI -E. Cal/Cleo Foran -Head Start Gator Wraps Primarius -Food Bank Amendment -United Way of Kern County	Completed Completed Completed Completed Completed Completed	

COMMUNITY ACTION PARTNERSHIP OF KERN
DIVISION/PROGRAM MONTHLY ACTIVITY REPORT

Maintenance & Operations		**Work in Progress**	**03/01/2019 to Date Closed**
Facility Work Orders Processed	Repair and maintenance of CAPK facilities and vehicles.	115	1457
Projects	• State approval was granted and the demolition of the Oildale Modular was completed on 7/2/2019. • Removal of contents of the closing 11 Head Start sites has been completed. • Preparing to start major renovations at Cleo Foran, East Cal and Jewett for Head Start. • Preparing for minor renovations of Head Start sites San Diego and Shafter.	Completed Completed In Progress In Progress	
Information Technology		**Received**	**03/01/2019 to Date Closed**
Help Desk Work Orders Processed	Technical assistance to employees, repairs, troubleshooting, coordination of services with IT services subcontractor	1690	1636
Projects	• AT&T E-rate Installation • Mitel Upgrades • WIC Wise	In Progress In Progress In Progress	
Risk Management		**Reported**	**01/01/2019 to Date**
Workers Compensation Incidents	• For Report Only • First Aid • Medical Treatment • Modified Duty • Lost Time • Non-Industrial (not work related) • Under Investigation	15 6 1 2 1 1 0	62 19 6 7 2 3 2
General Liability		0	0
Property Incidents		5	14
Vehicle Incidents		2	11
Projects	Safety & Security Policies for Front Desk Workplace Violence Prevention Program Operational Risk committee Update Vehicle Safety Program Safety Meetings Monthly Maintenance & Energy	In progress In progress In progress Completed	

COMMUNITY ACTION PARTNERSHIP OF KERN

DIVISION/PROGRAM MONTHLY ACTIVITY REPORT

Division/Director: Community Development/Pritika Ram, Interim		**Month/Year:** August 2019
Program/Work Unit: Shafter Youth Center	**Total Program Staffing:** 2.5	**Program Manager/Supervisor:** Angelica Nelson
Services: Summer and after-school tutoring, homework assistance, educational, recreational, and social enrichment activities and services for children ages 6-18. Evening programming is offered Monday through Friday, 5:00 to 9:00 pm; activities include basketball, ancestry class, and various local groups who utilize the meeting space.		

Activities	Participants	
Description	**Month**	**YTD**
After-School Program Tutoring, homework assistance, recreation, health & nutrition education.		27
Teen Pregnancy and Sexually Transmitted Infections Prevention (Information and Education) (#"s as of 7/1/2017) Informing and educating teens ages 12-19 years on preventing pregnancy and the spread of sexually transmitted infections.		109
Evening Program – Open Basketball, Zumba	20 – 45 per night	
Summer Program Academics, sports, recreation, health & nutrition education, themed weeks with coordinated guest speakers.		92

Other:

- Shafter Youth Center completed Summer Program on August 2nd.
- SYC started the school year with 15 kids attending After School Program.

COMMUNITY ACTION PARTNERSHIP OF KERN

DIVISION/PROGRAM MONTHLY ACTIVITY REPORT

Division/Director: Community Development/Ralph Martinez		**Month/Year** August 2019
Program/Work Unit: VITA	**Total Program Staffing**: 9	**Program Manager/Supervisor:** Sandi Truman
Services: Trained volunteers provide free tax preparation and e-filing for low- medium income individuals and families and assist clients with application for Earned Income Tax Credit (EITC).		

		Results			
Activities	**Description**	**Month**		**YTD**	
		Dollars	**Count**	**Dollars**	**Count**
Refunds	Federal Refunds	$13,793		$4,666,559	
	Federal EITC	$1,725	7	$3,085,305	1,569
	Federal Total	**$15,518**		**$7,751,864**	
	State Refunds	$1,962		$680,341	
	California EITC	$414	6	$311,820	1,420
	State Total	**$2,376**		**$992,161**	
Total Credits & Refunds	**State & Federal**	**$17,894**	**42**	**$8,834,556**	**5,058**

COMMUNITY ACTION PARTNERSHIP OF KERN

DIVISION/PROGRAM MONTHLY ACTIVITY REPORT

Division/Director: Nutrition Services/Carmen Segovia		**Month/Year: Aug 2019**
Program/Work Unit: WIC	**Total Program Staffing**: 72 staff 2 vacancies	**Program Manager:** Kathlyn Lujan
Services: Nutrition education, breastfeeding support, and food vouchers for families with infants, children up to age 5, and women who are pregnant, postpartum or breastfeeding. Services provided at 21 sites in Kern County, 5 sites in San Bernardino County.		

			Participation 10/1/17 – 9/30/18			
Description			**Case Load**	**Month**	**Central Valley Avg.**	**State Avg.**
Total	All services August 2019		**20,370**	**15,328 75.3%**	**unavailable**	**unavailable**
Participation by WIC site	**Location**	**Participants**	**Location**			**Participants**
Note: The * indicates that the participants served at this site are included in the count for other sites. IT Equipment from other WIC site was used to issue food vouchers.	Arvin	45	Mojave			128
	Bakersfield		Oildale			410
			Ridgecrest			610
	E. California	1526	Rosamond			692
	Niles Street	2157	Shafter			1299
	Montclair	403	Tehachapi			386
	Friendship House	88	Wasco			1770
	Panama	1524				
	Boron	**	San Bernardino County			
	Buttonwillow	83	Adelanto			1850
	California City	705	Big Bear			208
	Delano	913	Crestline			290
	Edwards Air Force	*	Needles			128
	Lost Hills	113	Phelan			**
***included in Ridgecrest number**			Mobile WIC			**
			** included in Panama numbers			

Projects

CAPK WIC continues to exceed the State average in participation.

CAPK WIC received 73 eligibility requests through the CAPK website. Of those 52 new participants and 39 families were enrolled.

CAPK WIC continues to have a Facebook and Instagram presence. Facebook has 653 followers and Instagram has 547 followers

August was National Breastfeeding Month. The WIC offices celebrated by scheduling breastfeeding participants to come into the WIC offices. We celebrated breastfeeding by taking pictures of breastfeeding babies and their families, providing healthy snacks, information on breastfeeding and prizes. The Regional Breastfeeding Liaison provided informational displays at Kern County libraries and the Outreach Coordinator advertised on Facebook.

The "Kick Off" meeting for WIC WISE and the WIC card was held on 8/22/19. CAPK WIC is in Wave 8 of the Statewide conversion to eWIC. This marked the beginning of the 6-month preparation for the 2/18/20 roll out date.

COMMUNITY ACTION PARTNERSHIP OF KERN
FUNDING REQUESTS AND APPLICATION STATUS REPORT
PENDING - August 2019

Approved Date	Submission Date	Funding Source	Program/Proposal	Amount Requested
11/29/2017	12/4/2017	US Department of Agriculture	CAPK Food Bank Network Capacity Building & Emergency Preparedness Project	$ 350,000
2/27/2019	2/14/2019	California Complete Count Census 2020 Office	Census Outreach	$ 657,770
5/29/2019	6/11/2019	US DHHS - ACF - Family Strengthening	EKFRC Center for Hope (3 years)	$ 2,500,000
5/29/2019	6/24/2019	Wells Fargo	VITA Your Money Your Goals Financial Empowerment	$ 50,000
8/21/2019	7/26/2019	Walmart	Food Bank C-Train	$ 5,000
8/21/2019	7/26/2019	Walmart	FHCC STEM Labs	$ 5,000
8/21/2019	7/26/2019	Walmart	CDD Small Business Initiative	$ 5,000
8/21/2019	7/30/2019	First 5 Kern	EKFRC School Readiness & Case Management	$ 808,863
8/21/2019	7/30/2019	First 5 Kern	2-1-1 Kern Help Me Grow	$ 892,242
8/21/2019	7/30/2019	First 5 Kern	2-1-1 Kern Information & Referral Families with Children 0-5	$ 726,970
TBD	**8/1/2019**	**Walmart Community Grants**	**East Kern Emergency Supplies Closet**	**$ 5,000**
TBD	**8/12/2019**	**CA Department of Community Services & Development (CSD**	**CalEITC Education & Outreach**	**$ 174,000**
TBD	**8/12/2019**	**CA Department of Community Services & Development (CSD)**	**Free Tax Preparation (VITA)**	**$ 132,000**
TBD	**8/30/2019**	**Wonderful Community Grants**	**CAPK Food Bank Delano Free Farmers Market**	**$ 50,000**
TBD	**8/30/2019**	**Wonderful Community Grants**	**CAPK Food Bank Wasco Free Farmers Market**	**$ 50,000**
TBD	**8/30/2019**	**Kern Community Foundation**	**East Kern Emergency Relief**	**$ 20,000**

COMMUNITY ACTION PARTNERSHIP OF KERN

FUNDING REQUESTS AND APPLICATION STATUS REPORT

AWARDED -August 2019

Approved Date	Notification Date	Funding Source	Program/Proposal	Amount Requested	Amount Awarded	Funding Period
1/15/2019	1/1/2019	Bank of the West	Small Business Initiative - 2nd Year Funding	$25,000	$ 25,000	1/1/2019-12/31/2019
1/30/2019	1/7/2019	InterConnection	10 computers with monitors for VITA	N/A	N/A	One time shipment
11/28/2018	1/29/2019	California Department of Social Services	Food Bank Capacity Building	$110,000	$ 101,490	1/1/2019-9/30/2020
8/15/2018	2/6/2019	HUD 2018 Continuum of Care Program Application	211 Kern Coordinated Entry	$268,371	$ 236,838	7/1/2019-6/31/2020
4/24/2019	5/14/2019	Virginia and Alfred Harrel Foundation	Food Bank Truck	$35,000	$ 35,000	
3/27/2019	5/22/2019	Kern Family Health Care	EKFRC Emergency Closet	$2,000	$ 2,000	6/1/2019-5/31/2019
3/27/2019	5/22/2019	Kern Family Health Care	SYC Museum on the Move	$2,000	$ 2,000	6/1/2019-5/31/2019
3/27/2019	5/22/2019	Kern Family Health Care	FHCC Museum on the Move	$2,000	$ 2,000	6/1/2019-5/31/2019
3/27/2019	5/22/2019	Kern Family Health Care	211/KCHC Hearing Bags for Homeless	$2,000	$ 2,000	6/1/2019-5/31/2019
11/5/2018	5/23/2019	California Coastal Commission-Whale Tail	Youth Centers Ocean Education and Trip	$8,000	$ 8,000	6/1/2019-5/31/2019
3/27/2019	5/26/2019	Borax Visitors Center Foundation	EKFRC Health Link	$4,000	$ 3,000	6/1/2019-5/31/2019
4/24/2019	6/6/2019	Kern County Dept. of Human Services	FHCC/SYC Youth Mentoring	$ 158,400	$ 70,000	7/1/2019-6/30/2019
8/21/2019	6/28/2019	Target	SYC Museum on the Move	$ 2,000	$ 2,000	7/1/19-12/31/19
8/21/2019	7/17/2019	United Way Kern County Phase 36	Food Bank General Operating Support	$ 175,000	$ 79,598	10/1/2019-9/30/2020
8/21/2019	7/17/2019	Stater Bros-Harvesting Hope	Food Bank General Operating Support	$ 15,000	$ 5,000	8/1/2019-12/31/2019
TBD	**8/27/2019**	**Ca Department of Community Services & Development**	**Ridgecrest Emergency Relief (3 mo.)**	**$ 177,018**	**$ 177,018**	**10/15/19-01/15/19**
				Total Awards	**$ 750,944**	

COMMUNITY ACTION PARTNERSHIP OF KERN

FUNDING REQUESTS AND APPLICATION STATUS REPORT

DECLINED - August 2019

Date Approved	Date of Notification	Funding Source	Program/Proposal	Amount Requested
10/31/2018	1/29/2019	California Coastal Commission - Whale Tail Grants Program	SYC and FHCC Eco Columns curriculum/aquarium trip	$15,000
1/23/2019	2/15/2019	Women's and Girls Fund	FHCC PREP Works for Girls	$25,000
10/31/2018	3/8/2019	City of Bakersfield-CDBG	Food Bank Expansion Project	$458,293
1/23/2019	2/26/2019	California Office Child Abuse Prevention	Case management for pregnant/mothers with Substance Abuse History-3 Yr. Funding for EKFRC, SYC, FHCC	$1,800,000
2/27/2019	3/15/2019	Kern County Dept. of Human Services	Kinship-EKFRC, FHCC, &SYC	$158,400
1/23/2019	4/4/2019	CA Department of Public Health	SYC I&E Program (Reapplication 2Yrs)	$249,420
1/30/2019	4/22/2019	Bank of the Sierra	STEM for the Youth Centers	$5,000
2/27/2019	No Response	Union Bank	FHCC/SYC STEM	$ 25,000
3/27/2019	6/6/2019	Bank of America	Food Bank Expansion Project	$ 50,000
10/31/2018	6/21/2019	Kern County CDBG	Food Bank Expansion Project	$ 458,293
2/27/2019	7/10/2019	California Coastal Conservancy	FHCC/SYC Explore the Coast	$ 13,558
3/27/2019	6/1/19 (approx.	CA Board of State Community Corrections	SYV/FHCC/211 Youth Reinvestment Project-3yrs	$ 225,000
5/29/2019	No response	US Bank	Small Business Initiative	$ 20,000

Community Action Partnership of Kern
Funding Request Profile

Source of Funds: Public
Project Name: CAPK CalEITC Education & Outreach
Funder Name: California Department of Community Services and Development (CSD)
Grant Program Name: CAPK VITA
Funding Period: 10/1/2019-7/31/2020
CFDA N/A

Division Director: Pritika Ram
Program Manager: Sandi Truman

☐ ***New Funding***
☒ ***Re-Application***

A. Narrative description of funding request, including goals:

CAPK is re-applying to California Department of Community Services and Development (CSD) for a potential second year of funding of $175,000 for the CAPK California Earned Income Credit (CalEITC) Education & Outreach program. CAPK will be the lead agency in a partnership with Community Services and Employee Training (CSET) to serve Kern and Tulare counties.

The second year of the program will build on the foundation created in year-one providing low-income Kern and Tulare residents with CalEITC education and information on the availability and requirements of the CalEITC and VITA services. Activities will include further build-out of the CalEITC dedicated web page,(http://kerneitc.org/), posting on social media, direct mailing, television and radio advertising, person-to-person canvasing, presentations, and participation in group events and resource fairs.

B. *Use of Funds:*

Funding will be used for staffing including two Outreach Specialists and one Outreach Specialist dedicated to media; staff mileage; staff travel to required Sacramento meetings; advertising costs; general program supplies, and the CSET subcontract.

C. *Approvals:*

1. _____
Division Director Date

2. _____ 8/15/19
Director of Community Development Date

3. _____ 8/15/19
Chief Financial Officer Date

4. _____ 8/15/19
Chief Executive Officer Date

D. *Board:*

☐Policy Council Date: _____

☐PRE Presentation Date: _____

☐B&F Approval Date: _____

☐Board Approval Date: _____

Community Action Partnership of Kern
Funding Request Profile

Source of Funds: Public

Project Name: 2019 Cal EITC Free Tax Preparation Assistance Grant

Funder Name: California Department of Community Services and Development (CSD)

Grant Program Name: CAPK VITA

Funding Period: 10/1/2019 - 06/30/2020

CFDA #: N/A

Division Director: Pritika Ram

Program Manager: Sandi Truman

☒ ***New Funding***

☐ ***Re-Application***

A. *Narrative description of funding request, including goals:*

CAPK's VITA is applying for $132,000 from the California Department of Community Services and Development (CSD) to publicize awareness, expand access and build capacity of the CAPK VITA for low-to-moderate income individuals and families in Kern County.

The funding will allow CAPK VITA to increase outreach and engagement, expand service sites, and add seasonal staff to increase the number of people served. CAPK VITA will add at least two new seasonal sites including weekend hours at the CAPK's Friendship House Community Center and Shafter Youth Center.

B. *Use of Funds:*

Funding of $132,000 will be used for staff time for an Outreach Specialist, and two full time site coordinators, as well as 10 hours a week by the program manager; outreach and printing; EITC Awareness Day Event; space costs; staff mileage; and general program supplies.

C. *Approvals:*

1. _____
Division Director Date

2. _____ 8/15/19
Director of Community Development Date

3. _____ 8/15/19
Chief Financial Officer Date

4. _____ 8/15/19
Chief Executive Officer Date

D. *Board:*

☐Policy Council Date: _____

☐PRE Presentation Date: _____

☐B&F Approval Date: _____

☐Board Approval Date: _____

Community Action Partnership of Kern
Funding Request Profile

Source of Funds: Public

CFDA # N/A

Project Name: Ridgecrest Emergency Relief

Division Director: Carmen Segovia

Funder Name: Ca Department of Community Services and Development (CSD)

Program Manager: Jaime Orona

☒ ***New Funding***

☐ ***Re-Application***

Grant Program Name: CAPK Food Bank

Funding Period: October 15, 2019 – January 15, 2020

A. *Narrative description of funding request, including goals:*

CAPK applied for $177,018 to assist in the earthquake recovery efforts in Ridgecrest and other effected areas. Since the July 4th and 5th earthquakes, CAPK has coordinated with others and mobilized immediately to the Ridgecrest area. The agency has been communicating with County of Kern, the Office of Emergency Services/OES), and area service providers to assess needs and services that are being provided, ensure quality services delivery, prevent duplication of services, and leverage resources.

The funding from CSD will be used over a period of three months to provide emergency food distributions to affected families. CAPK will also work with area partners such as the Salvation Army and the City of Ridgecrest to identify and provide other needed resources so that people can return to their homes such as minor-to-moderate housing repairs, necessary home appliances (stove, refrigerator, water heater, etc.), cleaning supplies, and basic hygiene items.

B. *Use of Funds:*

The requested funds of $177,018 will be used to lease a refrigerated truck and related travel costs, staff; produce procurement; water; home repairs, appliances, and general household supplies.

C. *Approvals:*

1. Carmen Segovia 9/3/19
Division Director Date

2. 9/4/19
Director of Community Development Date

3. 9/4/19
Chief Financial Officer Date

4. 9/5/19
Chief Executive Officer Date

D. *Board:*

☐Policy Council Date: _____

☐PRE Presentation Date: _____

☐B&F Approval Date: _____

☐Board Approval Date: _____

Community Action Partnership of Kern
Funding Request Profile

Source of Funds: Private

CFDA # N/A

Project Name: East Kern Earthquake Relief

Division Director: Carmen Segovia

Funder Name: Kern Community Foundation

Program Manager: Jaime Orona

Grant Program Name: CAPK Food Bank

☒ ***New Funding***

☐ ***Re-Application***

Funding Period: January 1, 2020-December 31,2020

A. *Narrative description of funding request, including goals:*

The Kern Community Foundation invited CAPK to apply for up to $20,000 to aid in the Ridgecrest area earthquake relief efforts.

CAPK made an immediate response following the Ridgecrest earthquakes by taking calls through 211 Kern and sending out teams to assess needs, working with the community and first responders in assuring residents had access to food, water and home equipment damaged by the earthquakes. Recently, CAPK received notice of award for crisis funding through the Community Services Department (CSD) to support ongoing basic needs of food and supplies to be transported to Ridgecrest twice weekly for three months through CAPK's Food Bank teams. The funds requested from Kern Community Foundation will be used to further these efforts by procurement of extra food and the purchase of an electric pallet jack to load/unload the truck.

B. *Use of Funds:*

The requested funds of $20,000 will be used for food procurement and an electric pallet jack.

C. *Approvals:*

1. Carmen Segovia 9/3/19
Division Director Date

3. 9/4/19
Chief Financial Officer Date

2. 9/4/19
Director of Community Development Date

4. 9/5/19
Chief Executive Officer Date

D. *Board:*

☐Policy Council Date: ____

☐PRE Presentation Date: ____

☐B&F Approval Date: ____

☐Board Approval Date: ____

Community Action Partnership of Kern
Funding Request Profile

Source of Funds: Private

CFDA # N/A

Project Name: Free Farmers Market, Delano

Division Director: Carmen Segovia

Funder Name: Wonderful Foundation

Program Manager: Jaime Orona

Grant Program Name: CAPK Food Bank

☐ ***New Funding***

☒ ***Re-Application***

Funding Period: January 1, 2020-December 31,2020

A. *Narrative description of funding request, including goals:*

CAPK is applying for $50,000 to continue the CAPK Food Bank's Free Farmers Market in Delano. The Delano Free Farmers Markets will help fight food insecurity and increase healthy eating choices for Delano low-income residents and families by holding 6 Free Farmers Markets at the Delano Regional Medical Center (DRMC), located at 1401 Garces Hwy., Delano.

At each of the six Free Farmers Markets, an average of 420 low-income and food insecure Delano households will receive fresh produce. The CAPK Food Bank will seek produce donations for the Markets through well established relationships with local farms such as Wonderful Citrus, Varsity Produce, Columbine Vineyards, Zuckerman Farms, and Grimmway Farms for locally sourced seasonal items such as potatoes, leafy greens, beats, oranges, strawberries, carrots, watermelon, and apples. The Food Bank will also procure produce through Ag against Hunger and the California Association of Food Banks. The DRMC will hold a resource fair and provide cooking demonstrations and nutrition education using selections from that day's farmers market.

B. *Use of Funds:*

The requested funds of $50,000 will be used for staff; produce procurement; mileage to and from Delano; and general supplies.

C. *Approvals:*

1. Carmen Segovia 9/3/19
Division Director Date

3. 9/4/19
Chief Financial Officer Date

2. 9/4/19
Director of Community Development Date

4. 9/5/19
Chief Executive Officer Date

D. *Board:*

☐Policy Council Date: ____

☐PRE Presentation Date: ____

☐B&F Approval Date: ____

☐Board Approval Date: ____

Community Action Partnership of Kern
Funding Request Profile

Source of Funds: Private

CFDA # N/A

Project Name: Free Farmers Market, Wasco

Division Director: Carmen Segovia

Funder Name: Wonderful Foundation

Program Manager: Jaime Orona

Grant Program Name: CAPK Food Bank

☐ ***New Funding***

☒ ***Re-Application***

Funding Period: January 1, 2020-December 31,2020

A. *Narrative description of funding request, including goals:*

CAPK is applying for $50,000 to continue CAPK Food Bank's Free Farmers Markets in Wasco. The markets will help fight food insecurity, increase healthy eating choices, and provide nutrition information/education for Wasco low-income residents and families.

At each of the six Free Farmers Markets, an average of 350 low-income and food insecure Wasco households will receive fresh produce. The CAPK Food Bank will seek produce donations for the Markets through well established relationships with local farms such as Wonderful Citrus, Varsity Produce, Columbine Vineyards, Zuckerman Farms, and Grimmway Farms for locally sourced seasonal items such as potatoes, leafy greens, beats, oranges, strawberries, carrots, watermelon, and apples. The Food Bank will also procure produce through Ag against Hunger and the California Association of Food Banks. Nutrition education will be provided at the Markets by the CAPK's Healthy Living Program Educators.

B. *Use of Funds:*

The requested funds of $50,000 will be used for staff; produce procurement; mileage to and from Wasco; and general supplies.

C. *Approvals:*

1. Carmen Segovia 9/3/19
   Division Director Date

2. 9/4/19
   Director of Community Development Date

3. 9/4/19
   Chief Financial Officer Date

4. 9/5/19
   Chief Executive Officer Date

D. *Board:*

☐Policy Council Date: ____

☐PRE Presentation Date: ____

☐B&F Approval Date: ____

☐Board Approval Date: ____

Community Action Partnership of Kern
Funding Request Profile

Source of Funds: Private

Project Name: East Kern Emergency Supplies Closet

Funder Name: Walmart Community Foundation

Grant Program Name: East Kern Family Resource Center

Funding Period: January 1, 2020-December 31, 2020

CFDA #: N/A

Division Director: Carmen Segovia

Program Manager: Whitney Hughes

☒ ***New Funding***

☐ ***Re-Application***

A. *Narrative description of funding request, including goals:*

CAPK is requesting $5,000 from Walmart Store 5134 to continue East Kern Family Resource Center's Emergency Supplies Closet program for low-income families in need. The goal of this project is to help individuals and families in crisis with basic necessities-that cannot be acquired through other means-such as cribs, bedding, household cleaning supplies, basic hygiene items, and home child proofing kits.

B. *Use of Funds:*

The requested funds of $5,000 will be used to purchase items for the Emergency closet.

C. *Approvals:*

1. Carmen Segovia 9/3/19
   Division Director Date

2. [signature] 9/4/19
   Director of Community Development Date

3. [signature] 9/4/19
   Chief Financial Officer Date

4. [signature] 9/5/19
   Chief Executive Officer Date

D. *Board:*

☐Policy Council Date: _____

☐PRE Presentation Date: _____

☐B&F Approval Date: _____

☐Board Approval Date: _____

Community Action Partnership of Kern
Funding Request Profile

Source of Funds: Private

Project Name: CAPK's Small Business Initiative Workshops

Funder Name: Walmart Community Grants/Sam's Club

Grant Program Name: Community Development

Funding Period: January 1, 2020-December 31, 2020

CFDA #: N/A

Division Director: Pritika Ram (Interim)

Program Manager: James Burger

☒ ***New Funding***

☐ ***Re-Application***

A. *Narrative description of funding request, including goals:*

CAPK is requesting $5,000 from Sam's Club Store 4819 to go towards the CAPK Small Business Workshops, outreach and marketing to the community.

The Small Business Initiative is a grant funded program through Bank of The West that helps Kern County residents learn how to start and sustain a small business. CAPK partners with local businesses and organization to expand its reach and assistance to small business clients in Kern County.

B. *Use of Funds:*

The requested funds of $5,000 will be used to help promote the CAPK Small Business Workshops to the community and expand the program's reach through paid social media boosts, flyers and other sources of local media outlets.

C. *Approvals:*

1. _____
Division Director Date

2. _____ 09/3/19
Director of Community Development Date

3. _____ 9/4/19
Chief Financial Officer Date

4. _____ 9/5/19
Chief Executive Officer Date

D. *Board:*

☐Policy Council Date: _____

☐PRE Presentation Date: _____

☐B&F Approval Date: _____

☐Board Approval Date: _____

Community Action Partnership of Kern
Funding Request Profile

Source of Funds: Private

CFDA #: N/A

Project Name: Food Bank Refrigerator

Division Director: Carmen Segovia

Funder Name: Walmart

Program Manager: Jaime Orona

Grant Program Name: Food Bank

☒ ***New Funding***
☐ ***Re-Application***

Funding Period: January 1, 2020-December 31, 2020

A. *Narrative description of funding request, including goals:*

CAPK is requesting $5,000 from Walmart Store 3141 to go towards the purchase of a 40 ft. Refrigerated Storage Container for the Food Bank to expand its capacity in storing food.

The CAPK Food Bank distributes an average of 13.4 million lbs. of food annually to those in need. The purchase of an industrial refrigerator will help expand the amount of people the Food Bank serves and the amount of food it distributes.

B. *Use of Funds:*

The requested funds of $5,000 will be used to cover a percentage of the total cost of a 40 ft. Refrigerated Storage Container for the Food Bank. The remaining cost will be covered through other sources of funding received such as grants and donations.

C. *Approvals:*

1. Carmen Segovia 9/5/19
Division Director Date

2. 9/5/19
Director of Community Development Date

3. 9/5/19
Chief Financial Officer Date

4. 9/5/19.
Chief Executive Officer Date

D. *Board:*

☐Policy Council Date: _____

☐PRE Presentation Date: _____

☐B&F Approval Date: _____

☐Board Approval Date: _____

COMMUNITY ACTION PARTNERSHIP OF KERN

DIVISION/PROGRAM MONTHLY ACTIVITY REPORT

Division/Director: Head Start/State Child Development/Yolanda Gonzales		**Month/Year:** July 2019
Program/Work Unit: Head Start/Early Head Start		**Program Manager:** Ginger Mendez **Supervisor:** Donna Holland
	Services: Head Start and Early Head Start childhood education for low-moderate income children ages 0-5 in center-based, part-day or full-day environments and home-based options.	

PROGRAM	ENROLLMENT	JULY*	FUNDED	ENROLLED
Head Start Kern	July 2019	160	1317	84%
Early Head Start Kern	July 2019	446	446	71%
Early Head Start Partnership	July 2019	56	56	98%
Early Head Start San Joaquin	July 2019	313	313	100%
TOTAL Funded Enrollment		**<975 >**	**2132**	
CHILDREN WITH DISABILITIES			**GOAL**	**ACTUAL**
Head Start Kern	Identified as having an IEP		10%	1%
Early Head Start Kern	Identified as having an IFSP		10%	7.2%
Early Head Start Partnership	Identified as having an IFSP		10%	7.1%
Early Head Start San Joaquin	Identified as having an IFSP		10%	11.5%
OVER INCOME			**GOAL**	**ACTUAL**
Head Start Kern			<10%	3.7%
Early Head Start Kern			<10%	4.9%
Early Head Start Partnership			<10%	3.6%
Early Head Start San Joaquin			<10%	9.9%
AVERAGE DAILY ATTENDANCE (Program Wide Goal > 85%)			98%	

HIGHLIGHTS:

Enrollment: Staff continue to conduct recruitment throughout communities as well as staffing recruitment events.

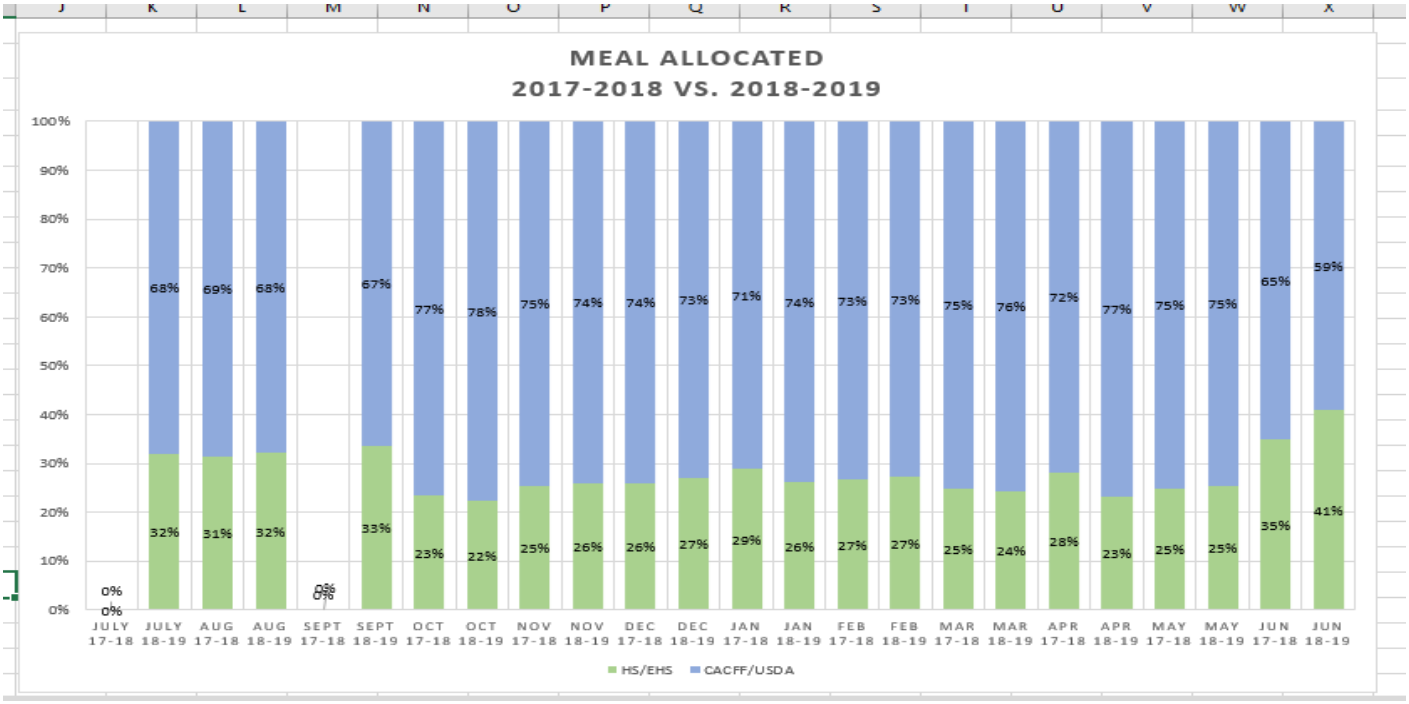
TOTAL DIVISION STAFFING:

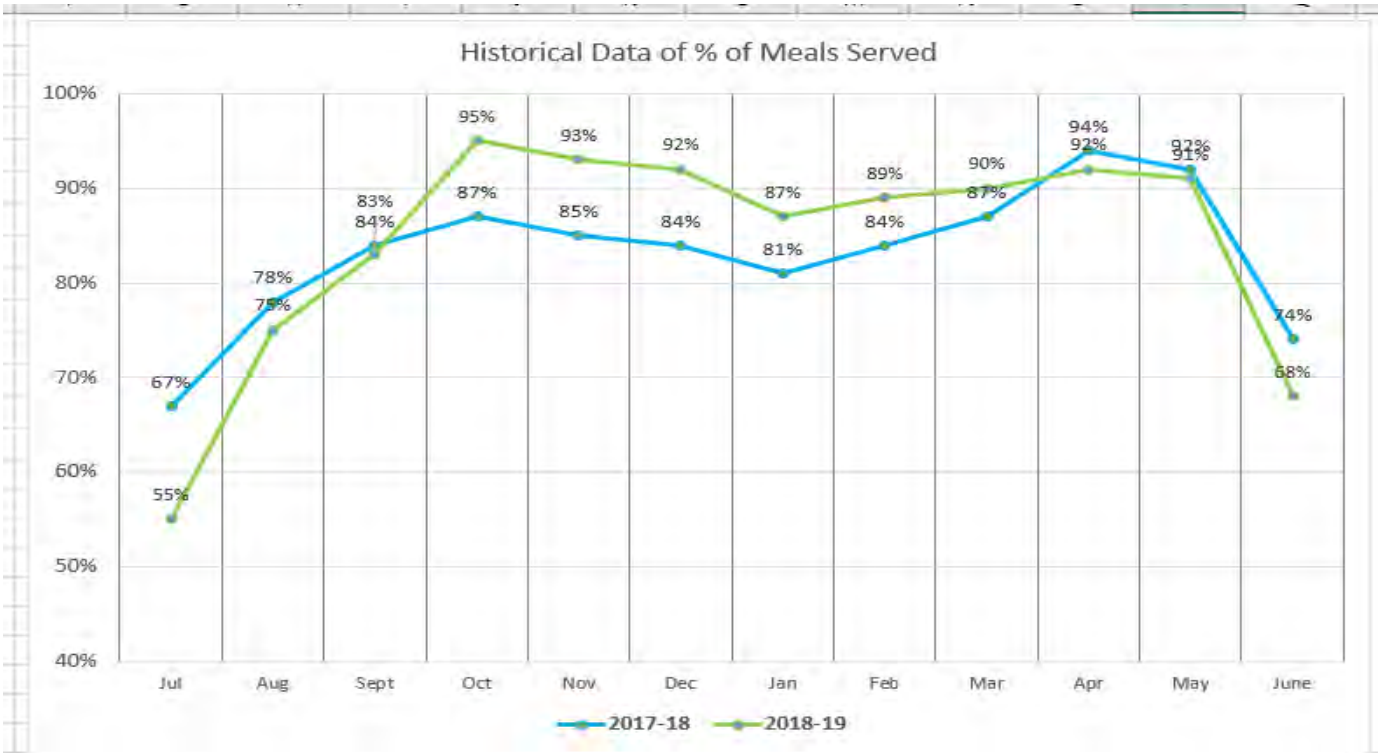
Currently Employed	Vacant Positions	On Family/Medical Leave	
		Continuous	Intermittent
616	22	17	94

COMPLIANCE:

The Office of Head Start (OHS) Health and Safety Screener was completed for all part year classrooms. This is a requirement of OHS to ensure organizations identify where they need to make changes and build capacity to ensure children and healthy and safe in their care.

Meals Served – June 2019 (*one month behind)						
Total Meals Requested			Meals Allocated		% of Meals Served	
Central Kitchen	Vendor Kitchen	**Total** Meals	CACFP/USDA	HS/EHS	June 2018	**June 2019**
21,541	0	21,541	12,744	8797	73%	**68%**





COMMUNITY ACTION PARTNERSHIP OF KERN

DIVISION/PROGRAM MONTHLY ACTIVITY REPORT

Division/Director: Head Start/State Child Development/Yolanda Gonzales		**Month/Year: August** 2019
Program/Work Unit: Head Start/Early Head Start		**Program Manager:** Ginger Mendez **Supervisor:** Donna Holland
	Services: Head Start and Early Head Start childhood education for low-moderate income children ages 0-5 in center-based, part-day or full-day environments and home-based options.	

PROGRAM	ENROLLMENT		FUNDED	ENROLLED
Head Start Kern	August 2019		1317	80%
Early Head Start Kern	August 2019		446	79%
Early Head Start Partnership	August 2019		56	100%
Early Head Start San Joaquin	August 2019		313	100%
TOTAL Funded Enrollment			**2132**	
CHILDREN WITH DISABILITIES			**GOAL**	**ACTUAL**
Head Start Kern	Identified as having an IEP		10%	5%
Early Head Start Kern	Identified as having an IFSP		10%	9%
Early Head Start Partnership	Identified as having an IFSP		10%	7%
Early Head Start San Joaquin	Identified as having an IFSP		10%	15%
OVER INCOME			**GOAL**	**ACTUAL**
Head Start Kern			<10%	6%
Early Head Start Kern			<10%	5%
Early Head Start Partnership			<10%	4%
Early Head Start San Joaquin			<10%	9.9%
AVERAGE DAILY ATTENDANCE (Program Wide Goal > 85%)			99%	

HIGHLIGHTS:

Enrollment: Staff continue to conduct recruitment throughout communities as well as staffing recruitment events.

TOTAL DIVISION STAFFING:

Currently Employed	Vacant Positions	On Family/Medical Leave	
		Continuous	Intermittent
616	22	21	106

COMPLIANCE:

Completed Office of Head Start requirement of conducting Health and Safety Screeners for all part-year centers.

Total Meals Requested			Meals Allocated		
Central Kitchen	Vendor Kitchen	**Total Meals**	CACFP/USDA	HS/EHS	**July 2019**
22,204	6,396	28,600	16,232	12,268	55%

COMMUNITY ACTION PARTNERSHIP OF KERN
MEMORANDUM

To: Program Review and Evaluation Committee

From: Jerry Meade, Program Design and Management Administrator

Subject: *Agenda Item 6d:* Application for Continued Funding of Early Head Start San Joaquin – **Action Item**

Date: September 11, 2019

Head Start is requesting approval to submit an application for 2020-2021 funding of the Early Head Start (EHS) San Joaquin grant #09CH10071.

On March 22, 2019, CAPK received a letter from the Office of Head Start indicating that our EHS San Joaquin program is eligible for a non-competitive five-year grant award. The letter is attached for your review. The application for EHS San Joaquin being presented today is due November 1, 2019.

The EHS San Joaquin application to be submitted will describe the program design, goals and approach to delivery for the funding period 02/01/2020 – 01/31/2025. Program has one minor change planned from the current program option. Stemming from a licensing change, 2 slots will move from Home base to Center Base. This change is not significant but will support in providing Early Head Start services in the community of Tracy. CAPK will maintain serving a total of 313 children: 166 in center-based and 147 in home based.

The funding levels for the first 12-month period 02/01/2020 through 01/31/2021 are:

- $5,576,747 for program operations;
- $119,175 for training and technical assistance.

The attached program option detail provides information on how the 313 slots will be served by areas within the County of San Joaquin.

Recommendation:
Staff recommends the PRE-Committee approve the program options for continued funding of Early Head Start San Joaquin 09CH010071 for the 2020-2021 budget period.

Attachments:
Office of Head Start Letter dated 3/22/19
EHS San Joaquin Program Options

ADMINISTRATION FOR
CHILDREN & FAMILIES
Office of Head Start | 330 C St., SW, 4th Floor, Washington DC 20201 | eclkc.ohs.acf.hhs.gov

March 22, 2019

Community Action Partnership Of Kern

Re: Grant No. 09CH010071

Dear Head Start Grantee:

The Office of Head Start (OHS) has determined that your program is currently eligible for a non-competitive five year grant award to operate the Head Start program.

Should your program meet one of the conditions specified under 45 CFR Part 1304.12 prior to your new award, your agency must report to your Regional Office using HSES Correspondence within 10 working days of occurrence. If OHS determines that your agency has met one of the conditions under 45 CFR Part 1304.11 prior to award, your designation will change and you will receive notice that your organization will instead be required to compete for funding.

You must file a complete Form SF-429 with Attachment A (Real Property Status Report) to establish the existence of property subject to a federal interest for which your organization (or a delegate agency) holds title prior to award. If you anticipate not being able to meet the above timeframe or requirements, notify your Regional Grants Management Officer via HSES Correspondence.

Congratulations on your non-competitive designation and thank you for your continued work on behalf of children and families. Please direct questions to your Regional Office.

Sincerely,

/Deborah Bergeron/

Deborah Bergeron
Director
Office of Head Start

CAPK Early Head Start San Joaquin

Administration Office
1145 N. Hunter St.
Stockton, CA 95202
(209) 242-9540

CENTER-BASED OPTIONS/SITE NAMES POINT OF CONTACT	SITE ADDRESS AND PHONE NUMBER	Mix age Infants 0 to 24 months	Mobile Infants 12 - 24 mo	TODDLERS 18-36 mo	HOURS OF OPERATION	HOME BASED OPTION Contact: Nicole Nino Home Based Supervisor 209-242-9528
STOCKTON AREA						
California St. EHS Denise Cooper - Site Supervisor Peggy Martin - Family Service Worker	425 N. California St., Stockton 95202 **209-242-9554**	0	8	16	8:00-3:00 pm	**STOCKTON AREA** 99
Marci Massei Lillian Urrea - Site Supervisor Peggy Martin - Family Service Worker	215 W. 5th Street., Stockton 95206 **209-207-5611**	0	8	16	8:00-3:00 pm	
Kennedy EHS Tina Moua - Site Supervisor Alexandria Vargas - Family Service Worker	2800 S. D St., Stockton 95206 **209-242-9540**	0	0	16	8:00-3:00 pm	
St. Mary's EHS Marisela Gonzalez - Site Supervisor Yohana Rios - Family Service Worker	545 W. Sonora St., Stockton 95203 **209-207-5049**	8	0	8	8:00-3:00 pm	**MANTECA AREA** 12
MANTECA AREA						
Walnut EHS Roonecia Morado - Site Supervisor Alexandria Vargas - Family Service Worker	115 N.Walnut Ave., Manteca 95336 **209-275-1311**	0	8	16	8:00-3:00 pm	**TRACY AREA** 12
TRACY AREA						
Chrisman EHS Gloria Montez - Site Supervisor Paula Masaniai - Family Service Worker	23950 S. Chrisman Rd., Tracy 95304 **209-207-5771**	0	8	24	8:00-3:00 pm	**LODI AREA** 24
LODI AREA						
Lodi UCCC EHS Lormie Escorpiso - Site Supervisor Yohana Rios - Family Service Worker	701 S. Hutchins St., Lodi, 95240 **209-642-4391**	0	0	30	8:00-3:00 pm	
	Number of slots 313	8 Infants	32 Infants	126 Toddlers	**166 Center Based**	**147 Home Based**

Rev 9/2019

COMMUNITY ACTION PARTNERSHIP OF KERN
MEMORANDUM

To: Program Review & Evaluation Committee



From: Sylvia Ortega, Quality Assurance Manager

Subject: *Agenda Item 6e:* Health and Safety Screening Kern – **Action Item**

Date: September 11, 2019

Under section 638 of the Head Start Act, the Head Start Grantee must conduct a screening of the health and safety environment of each center where children receive Head Start and Early Head Start services within 45 days of the start of the program or school year. The Head Start and State Child Development staff completed all health and safety screenings on August 23, 2019.

Upon review of the screening tool, administrative staff found that CAPK ensures that children in their care are in healthy and safe environments, and that policies and procedures that protect children are in place.

The certification of Health and Safety Screening is attached for review and approval to submit to the Office of Head Start's regional office.

Recommendation:
Staff recommends the Program Review & Evaluation Committee approve with Resolution the Head Start Certification of Health and Safety Screener.

Attachments:
Resolution #2019-15
Certification of Health and Safety Screening
Health and Safety Screener

RESOLUTION # 2019-15

A Resolution of the Board of Directors of the Community Action Partnership of Kern Approving the submission of the Certification of Health and Safety Screening

The Board of Directors of Community Action Partnership of Kern located at 5005 Business Park North, Bakersfield, CA 93309, met on September 25, 2019, in Bakersfield, California at a scheduled Board meeting and resolved as follows:

WHEREAS, Community Action Partnership of Kern (CAPK) is a private, non-profit 501(c)(3) corporation established as a result of the Economic Opportunity Act of 1964, and is the federally designated community action agency serving the low-income, elderly and disadvantaged residents of Kern County; and

WHEREAS, CAPK is charged with the responsibility of continuing the battle to alleviate poverty in Kern County by developing and implementing creative and innovative programs, and has adopted the philosophical position of "Helping People, Changing Lives' in its quest to assist people in need, and families with minimal or no resources; and

WHEREAS, CAPK's Head Start State Grantee must conduct a health and safety screening for each site within 45 days of the start of the program or school year.

WHEREAS, the Office of Head Start requires the Board Chair to sign the screening tool; and

NOW, THEREFORE, be it resolved that the CAPK Board of Directors hereby authorizes the Chairman of the Board to sign the Certification of Health and Safety Screening for Head Start/Early Head Start Kern grants.

APPROVED by a majority vote of the Community Action Partnership of Kern Board of Directors, this 25th day of September 2019.

Curtis E. Floyd, Chair
CAPK Board of Directors

Date

U.S. Department of Health & Human Services & Administration for Children & Families

OFFICE OF HEAD START



Certification of Health and Safety Screening

Grant Number: 09CH011132, 09HP000163 & 09HP0036

Grantee Name: Community Action Partnership of Kern

The signatures below attest that our agency has completed a health and safety screening of each site where children receive Head Start/Early Head Start services, consistent with the terms and conditions of the Notice of Award (NoA).

Our agency commits to maintaining compliance with local, state, and federal health and safety requirements.

_____	_____
Board Chair/Tribal Chair	**Date**
_____	_____
Policy Council Chair	**Date**
_____	_____
Head Start Director	**Date**
_____	_____
Early Head Start Director	**Date**

OFFICE OF HEAD START
An Office of the Administration for Children & Families

Health and Safety Screener: Policies and Procedures for Head Start Programs

Introduction

Organizations that serve young children have an obligation to ensure that children in their care are in healthy and safe environments, and that policies and procedures that protect children are in place.

This screener will help organizations to identify where they need to make changes and build capacity in order to ensure children are healthy and safe while in their care. It contains best practices as well as requirements found in the Head Start Program Performance Standards.*

Suggestions for Use

1. Complete a health and safety screening for each site where children receive services.
2. Mark each item in the screening form "yes" or "no." Provide descriptions for items marked "no."
3. Determine issues, priorities, and staff responsible for actions and improvements within each site and across the program.
4. Follow up to assure improvements are made in a timely fashion.

** This screener does not include all applicable Head Start Program Performance Standards, nor does it cover every possible health and safety concern or replace each grantee's responsibility to ensure ongoing compliance with local, state, and federal health and safety requirements. Requirements related to healthy and safe environments can be found throughout the Head Start Program Performance Standards. Programs should also consult Caring for Our Children Basics, for additional information to develop and implement adequate safety policies and practices.*

Date: _____
Completed by: _____

Health/Safety Factors	Yes	No	Description of Conditions
Facilities			
All areas are safe, clean, and free from pests.	☐	☐	
Exits are clearly marked, and emergency evacuation routes and other safety procedures are posted in the classroom and in appropriate locations throughout the site.	☐	☐	
Lighting is sufficient and adequate for all classroom activities.	☐	☐	
Emergency lighting is available in case of a power failure.	☐	☐	
Fire extinguishers are available, accessible, tested, and serviced regularly.	☐	☐	
Smoke, carbon monoxide, and as necessary, radon detectors are installed, properly located, and tested regularly.	☐	☐	
Current child care, health, fire, and other applicable licenses and inspection certificates are present on site.	☐	☐	
All indoor and outdoor spaces meet minimum square footage requirements per local, state, tribal, and Head Start regulations, whichever is more stringent.	☐	☐	
All playground areas are visible to supervising adults.	☐	☐	
Necessary accommodations and modifications are made to ensure the safety, comfort, and full participation of all children including those with disabilities.	☐	☐	
Children are protected from potential hazards including choking, strangulation, electrical and drowning hazards, contagious diseases, and those presented by windows and glass doors, including falls and breakage.	☐	☐	

Health/Safety Factors	Yes	No	Description of Conditions
Toilets and hand washing facilities are clean, in good repair, and easily accessible for children's use. Supplies including toilet paper, hand soap, and towels are available and accessible.	☐	☐	
Toileting and diapering areas are separated from areas used for food preparation, service and eating, and equipped with sanitizing supplies for exclusive use in the area.	☐	☐	
Garbage is stored in a safe and sanitary manner to prevent contamination.	☐	☐	
Children and staff are protected from potential injuries from heating and cooling systems, including burns from hot water (water should not exceed 120 degrees).	☐	☐	
Indoor and outdoor environments are free of mold and pollutants, including smoke, lead, pesticides, and herbicides, as well as soil and water pollutants.	☐	☐	
Child-accessible electrical outlets have covers, are tamper-resistant, or have safety plugs.	☐	☐	
Sleeping arrangements for infants follow safe practices as recommended by the American Academy of Pediatrics (AAP) and are free of soft bedding materials (e.g., soft mattress, crib bumpers, pillows, stuffed animals, fluffy blankets, and comforters). No drop-side cribs are in use.	☐	☐	
Age-appropriate rest and nap opportunities are available for preschool age children if the program operates six hours or longer.	☐	☐	
Children are protected from any hazards posed by classroom or family child care pets.	☐	☐	
Clean, sanitary drinking water should be readily accessible in indoor and outdoor areas throughout the day.	☐	☐	

Health/Safety Factors	Yes	No	Description of Conditions
Equipment and Materials			
Equipment, toys, materials, supplies, and furniture are safe, age, and developmentally appropriate.	☐	☐	
Medication is properly stored and labeled and is not accessible to children.	☐	☐	
Cleaning supplies and other potentially dangerous materials and toxins are not accessible to children.	☐	☐	
All indoor and outdoor equipment, materials and furnishings meet standards set by the Consumer Product Safety Commission (CPSC) or the American Society for Testing and Materials, International (ASTM).	☐	☐	
Emergency supplies, including parent and emergency contact information, first aid kits, and fire safety supplies are readily accessible to staff.	☐	☐	
No firearms or other weapons are accessible to children.	☐	☐	
Policies and Procedures			
A sign-in/sign-out system is used to track those who enter and exit the facility.	☐	☐	
Policies and procedures ensure children are released only to authorized adults.	☐	☐	
Procedures are in place to ensure children are safe when they are unexpectedly absent and the parent has not contacted the program.	☐	☐	
Agency policies and procedures protect children with allergies from known allergens.	☐	☐	
Agency has all-hazards emergency management/disaster preparedness and response plans for events including natural and man-made disasters and emergencies, and violence in or near programs.	☐	☐	
Agency maintains current parent or guardian and emergency contact list. Staff carry list on field trips and during evacuations.	☐	☐	

Health/Safety Factors	Yes	No	Description of Conditions
Infectious disease policies and procedures are in place and include contacting parents and communicating with the local health department as necessary.	☐	☐	
Staff are trained and implement policies that ensure children are released only to a parent, legal guardian, or other formally designated individual.	☐	☐	
Policies for health emergencies that require rapid response or immediate medical attention are shared with parents.	☐	☐	
Staff notify parents when children are sick or injured.	☐	☐	
Premises are kept free of undesirable and hazardous materials and conditions. Indoor and outdoor premises are inspected prior to each use by children.	☐	☐	
A routine schedule of cleaning, sanitizing, and disinfecting is followed. Infant toys are cleaned and sanitized by staff as needed between each use by individual children.	☐	☐	
Procedures are in place to protect the confidentiality of any personally identifiable information in child records, including references to (a) disclosure with parental consent, (b) disclosure without parental consent but with parental notice and opportunity to refuse, and (C) disclosure without parental consent.	☐	☐	
Active Supervision			
Children, including sleeping children, are supervised by staff at all times and never left alone with volunteers.	☐	☐	
Children in outdoor areas do not have access to unsafe or unsupervised areas (e.g. body of water, roads or parking lots, or other hazards).	☐	☐	

Health/Safety Factors	Yes	No	Description of Conditions
Constant and active supervision is maintained when any child is in or around water.	☐	☐	
Redundant procedures are in place to ensure that no child is left alone, i.e. a second staff person is designated to check classroom, outdoor play areas, sleeping areas, and vehicles during transitions and prior to departure.	☐	☐	
Required staff to child ratios are maintained at all times per local, state, and Head Start regulations, whichever is more stringent.	☐	☐	
Required group sizes are maintained at all times per local, state, and Head Start regulations, whichever is more stringent.	☐	☐	
Human Resources			
All staff abide by the program's standards of conduct which must support children's well-being, prevent and address challenging behaviors, and prevent maltreatment of children or endangerment to children's health or safety.	☐	☐	
All staff have background checks, sex offender registry checks, criminal history checks including fingerprint checks, and initial health exams.	☐	☐	
Complete background checks are conducted for all staff at least once every five years unless there is a more stringent system to ensure child safety; health exams must be periodically completed as recommended and required by state, tribal, or local requirements.	☐	☐	
All regular volunteers have been screened for appropriate communicable diseases as required by law, or in absence of a related law, as recommended by the Health Services Advisory Committee.	☐	☐	
All staff are trained in mandated reporter responsibilities, including recognizing suspected child abuse and neglect and following mandated reporting requirements.	☐	☐	

Health/Safety Factors	Yes	No	Description of Conditions
Direct service staff are trained in first aid, CPR, prevention and control of infection diseases, use of safe sleeping practices, preventing and identifying Shaken Baby Syndrome, abusive head trauma, sun safety and medication administration (including the special needs of children with health issues), and to respond to specific medical emergencies, including asthma and allergies.	☐	☐	
All staff are trained in and implement hygiene practices related to toileting, hand washing, diapering, safe food preparation, and exposure to blood and body fluids.	☐	☐	
Transportation (if applicable)			
Program vehicles are properly equipped (e.g. two-way communication system, labeled and charged fire extinguisher, labeled first aid kit, seat belt cutter, reverse beeper, adaptations for children with disabilities as needed).	☐	☐	
Program carries out systematic preventive maintenance and each driver implements daily pre-trip vehicle inspections to ensure that vehicles used to transport children are in safe operating condition.	☐	☐	
Vehicles used for child transportation are inspected annually by an inspection program licensed or operated by the state.	☐	☐	
All auxiliary seating is built into the vehicle by the manufacturer, maintained, and included in the annual inspection.	☐	☐	
Children are seated using age, height and weight appropriate child passenger safety systems.	☐	☐	
Vehicle aisles and exits remain unobstructed at all times, and items in the passenger compartment are properly stored and secured.	☐	☐	

Health/Safety Factors	Yes	No	Description of Conditions
Drivers receive training prior to transporting any enrolled child, and refresher training each year. Topics include first aid, emergency response, operation of any special equipment, routine maintenance and vehicle safety checks, and recordkeeping.	☐	☐	
Bus monitors participate in annual training including child boarding and exiting procedures, use of child passenger safety systems, emergency response, evacuation procedures, pre- and post-trip vehicle checks, and child pick-up and release procedures.	☐	☐	
Trip routing minimizes the time a child is in transit, prevents vehicles from exceeding maximum passenger capacity, and assures child safety during pick-up and drop-off.	☐	☐	
Bus monitors and drivers have current information about individuals authorized to pick up the children.	☐	☐	
Bus monitors and drivers complete pre- and post-trip vehicle checks, including second or third complete interior inspections to ensure no child is ever left on a vehicle.	☐	☐	
Children receiving transportation services are taught safety procedures and participate in an initial emergency evacuation drill and at least two additional evacuation drills during the program year.	☐	☐	

COMMUNITY ACTION PARTNERSHIP OF KERN
FUNDING REQUESTS AND APPLICATION STATUS REPORT
PENDING - August 2019

Approved Date	Submission Date	Funding Source	Program/Proposal	Amount Requested
11/29/2017	12/4/2017	US Department of Agriculture	CAPK Food Bank Network Capacity Building & Emergency Preparedness Project	$ 350,000
2/27/2019	2/14/2019	California Complete Count Census 2020 Office	Census Outreach	$ 657,770
5/29/2019	6/11/2019	US DHHS - ACF - Family Strengthening	EKFRC Center for Hope (3 years)	$ 2,500,000
5/29/2019	6/24/2019	Wells Fargo	VITA Your Money Your Goals Financial Empowerment	$ 50,000
8/21/2019	7/26/2019	Walmart	Food Bank C-Train	$ 5,000
8/21/2019	7/26/2019	Walmart	FHCC STEM Labs	$ 5,000
8/21/2019	7/26/2019	Walmart	CDD Small Business Initiative	$ 5,000
8/21/2019	7/30/2019	First 5 Kern	EKFRC School Readiness & Case Management	$ 808,863
8/21/2019	7/30/2019	First 5 Kern	2-1-1 Kern Help Me Grow	$ 892,242
8/21/2019	7/30/2019	First 5 Kern	2-1-1 Kern Information & Referral Families with Children 0-5	$ 726,970
TBD	**8/1/2019**	**Walmart Community Grants**	**East Kern Emergency Supplies Closet**	**$ 5,000**
TBD	**8/12/2019**	**CA Department of Community Services & Development (CSD**	**CalEITC Education & Outreach**	**$ 174,000**
TBD	**8/12/2019**	**CA Department of Community Services & Development (CSD)**	**Free Tax Preparation (VITA)**	**$ 132,000**
TBD	**8/30/2019**	**Wonderful Community Grants**	**CAPK Food Bank Delano Free Farmers Market**	**$ 50,000**
TBD	**8/30/2019**	**Wonderful Community Grants**	**CAPK Food Bank Wasco Free Farmers Market**	**$ 50,000**
TBD	**8/30/2019**	**Kern Community Foundation**	**East Kern Emergency Relief**	**$ 20,000**

COMMUNITY ACTION PARTNERSHIP OF KERN

FUNDING REQUESTS AND APPLICATION STATUS REPORT

AWARDED -August 2019

Approved Date	Notification Date	Funding Source	Program/Proposal	Amount Requested	Amount Awarded	Funding Period
1/15/2019	1/1/2019	Bank of the West	Small Business Initiative - 2nd Year Funding	$25,000	$ 25,000	1/1/2019-12/31/2019
1/30/2019	1/7/2019	InterConnection	10 computers with monitors for VITA	N/A	N/A	One time shipment
11/28/2018	1/29/2019	California Department of Social Services	Food Bank Capacity Building	$110,000	$ 101,490	1/1/2019-9/30/2020
8/15/2018	2/6/2019	HUD 2018 Continuum of Care Program Application	211 Kern Coordinated Entry	$268,371	$ 236,838	7/1/2019-6/31/2020
4/24/2019	5/14/2019	Virginia and Alfred Harrel Foundation	Food Bank Truck	$35,000	$ 35,000	
3/27/2019	5/22/2019	Kern Family Health Care	EKFRC Emergency Closet	$2,000	$ 2,000	6/1/2019-5/31/2019
3/27/2019	5/22/2019	Kern Family Health Care	SYC Museum on the Move	$2,000	$ 2,000	6/1/2019-5/31/2019
3/27/2019	5/22/2019	Kern Family Health Care	FHCC Museum on the Move	$2,000	$ 2,000	6/1/2019-5/31/2019
3/27/2019	5/22/2019	Kern Family Health Care	211/KCHC Hearing Bags for Homeless	$2,000	$ 2,000	6/1/2019-5/31/2019
11/5/2018	5/23/2019	California Coastal Commission-Whale Tail	Youth Centers Ocean Education and Trip	$8,000	$ 8,000	6/1/2019-5/31/2019
3/27/2019	5/26/2019	Borax Visitors Center Foundation	EKFRC Health Link	$4,000	$ 3,000	6/1/2019-5/31/2019
4/24/2019	6/6/2019	Kern County Dept. of Human Services	FHCC/SYC Youth Mentoring	$ 158,400	$ 70,000	7/1/2019-6/30/2019
8/21/2019	6/28/2019	Target	SYC Museum on the Move	$ 2,000	$ 2,000	7/1/19-12/31/19
8/21/2019	7/17/2019	United Way Kern County Phase 36	Food Bank General Operating Support	$ 175,000	$ 79,598	10/1/2019-9/30/2020
8/21/2019	7/17/2019	Stater Bros-Harvesting Hope	Food Bank General Operating Support	$ 15,000	$ 5,000	8/1/2019-12/31/2019
TBD	**8/27/2019**	**Ca Department of Community Services & Development**	**Ridgecrest Emergency Relief (3 mo.)**	**$ 177,018**	**$ 177,018**	**10/15/19-01/15/19**
				Total Awards	**$ 750,944**	

COMMUNITY ACTION PARTNERSHIP OF KERN

FUNDING REQUESTS AND APPLICATION STATUS REPORT

DECLINED - August 2019

Date Approved	Date of Notification	Funding Source	Program/Proposal	Amount Requested
10/31/2018	1/29/2019	California Coastal Commission - Whale Tail Grants Program	SYC and FHCC Eco Columns curriculum/aquarium trip	$15,000
1/23/2019	2/15/2019	Women's and Girls Fund	FHCC PREP Works for Girls	$25,000
10/31/2018	3/8/2019	City of Bakersfield-CDBG	Food Bank Expansion Project	$458,293
1/23/2019	2/26/2019	California Office Child Abuse Prevention	Case management for pregnant/mothers with Substance Abuse History-3 Yr. Funding for EKFRC, SYC, FHCC	$1,800,000
2/27/2019	3/15/2019	Kern County Dept. of Human Services	Kinship-EKFRC, FHCC, &SYC	$158,400
1/23/2019	4/4/2019	CA Department of Public Health	SYC I&E Program (Reapplication 2Yrs)	$249,420
1/30/2019	4/22/2019	Bank of the Sierra	STEM for the Youth Centers	$5,000
2/27/2019	No Response	Union Bank	FHCC/SYC STEM	$ 25,000
3/27/2019	6/6/2019	Bank of America	Food Bank Expansion Project	$ 50,000
10/31/2018	6/21/2019	Kern County CDBG	Food Bank Expansion Project	$ 458,293
2/27/2019	7/10/2019	California Coastal Conservancy	FHCC/SYC Explore the Coast	$ 13,558
3/27/2019	6/1/19 (approx.	CA Board of State Community Corrections	SYV/FHCC/211 Youth Reinvestment Project-3yrs	$ 225,000
5/29/2019	No response	US Bank	Small Business Initiative	$ 20,000

Community Action Partnership of Kern
Funding Request Profile

Source of Funds: Public
Project Name: CAPK CalEITC Education & Outreach
Funder Name: California Department of Community Services and Development (CSD)
Grant Program Name: CAPK VITA
Funding Period: 10/1/2019-7/31/2020
CFDA N/A

Division Director: Pritika Ram
Program Manager: Sandi Truman

☐ ***New Funding***
☒ ***Re-Application***

A. Narrative description of funding request, including goals:

CAPK is re-applying to California Department of Community Services and Development (CSD) for a potential second year of funding of $175,000 for the CAPK California Earned Income Credit (CalEITC) Education & Outreach program. CAPK will be the lead agency in a partnership with Community Services and Employee Training (CSET) to serve Kern and Tulare counties.

The second year of the program will build on the foundation created in year-one providing low-income Kern and Tulare residents with CalEITC education and information on the availability and requirements of the CalEITC and VITA services. Activities will include further build-out of the CalEITC dedicated web page,(http://kerneitc.org/), posting on social media, direct mailing, television and radio advertising, person-to-person canvasing, presentations, and participation in group events and resource fairs.

B. *Use of Funds:*

Funding will be used for staffing including two Outreach Specialists and one Outreach Specialist dedicated to media; staff mileage; staff travel to required Sacramento meetings; advertising costs; general program supplies, and the CSET subcontract.

C. *Approvals:*

1. _____
Division Director Date

2. _____ 8/15/19
Director of Community Development Date

3. _____ 8/15/19
Chief Financial Officer Date

4. _____ 8/15/19
Chief Executive Officer Date

D. *Board:*

☐Policy Council Date: _____

☐PRE Presentation Date: _____

☐B&F Approval Date: _____

☐Board Approval Date: _____

Community Action Partnership of Kern
Funding Request Profile

Source of Funds: Public

Project Name: 2019 Cal EITC Free Tax Preparation Assistance Grant

Funder Name: California Department of Community Services and Development (CSD)

Grant Program Name: CAPK VITA

Funding Period: 10/1/2019 - 06/30/2020

CFDA #: N/A

Division Director: Pritika Ram

Program Manager: Sandi Truman

☒ ***New Funding***

☐ ***Re-Application***

A. *Narrative description of funding request, including goals:*

CAPK's VITA is applying for $132,000 from the California Department of Community Services and Development (CSD) to publicize awareness, expand access and build capacity of the CAPK VITA for low-to-moderate income individuals and families in Kern County.

The funding will allow CAPK VITA to increase outreach and engagement, expand service sites, and add seasonal staff to increase the number of people served. CAPK VITA will add at least two new seasonal sites including weekend hours at the CAPK's Friendship House Community Center and Shafter Youth Center.

B. *Use of Funds:*

Funding of $132,000 will be used for staff time for an Outreach Specialist, and two full time site coordinators, as well as 10 hours a week by the program manager; outreach and printing; EITC Awareness Day Event; space costs; staff mileage; and general program supplies.

C. *Approvals:*

1. _____
Division Director Date

2. _____ 8/15/19
Director of Community Development
Date

3. _____ 8/15/19
Chief Financial Officer Date

4. _____ 8/15/19
Chief Executive Officer Date

D. *Board:*

☐Policy Council Date: _____

☐PRE Presentation Date: _____

☐B&F Approval Date: _____

☐Board Approval Date: _____

Community Action Partnership of Kern
Funding Request Profile

Source of Funds: Public

CFDA # N/A

Project Name: Ridgecrest Emergency Relief

Division Director: Carmen Segovia

Funder Name: Ca Department of Community Services and Development (CSD)

Program Manager: Jaime Orona

☒ ***New Funding***

☐ ***Re-Application***

Grant Program Name: CAPK Food Bank

Funding Period: October 15, 2019 – January 15, 2020

A. *Narrative description of funding request, including goals:*

CAPK applied for $177,018 to assist in the earthquake recovery efforts in Ridgecrest and other effected areas. Since the July 4th and 5th earthquakes, CAPK has coordinated with others and mobilized immediately to the Ridgecrest area. The agency has been communicating with County of Kern, the Office of Emergency Services/OES), and area service providers to assess needs and services that are being provided, ensure quality services delivery, prevent duplication of services, and leverage resources.

The funding from CSD will be used over a period of three months to provide emergency food distributions to affected families. CAPK will also work with area partners such as the Salvation Army and the City of Ridgecrest to identify and provide other needed resources so that people can return to their homes such as minor-to-moderate housing repairs, necessary home appliances (stove, refrigerator, water heater, etc.), cleaning supplies, and basic hygiene items.

B. *Use of Funds:*

The requested funds of $177,018 will be used to lease a refrigerated truck and related travel costs, staff; produce procurement; water; home repairs, appliances, and general household supplies.

C. *Approvals:*

1. Carmen Segovia 9/3/19
Division Director Date

2. 9/4/19
Director of Community Development Date

3. 9/4/19
Chief Financial Officer Date

4. 9/5/19
Chief Executive Officer Date

D. *Board:*

☐Policy Council Date: _____

☐PRE Presentation Date: _____

☐B&F Approval Date: _____

☐Board Approval Date: _____

Community Action Partnership of Kern
Funding Request Profile

Source of Funds: Private

CFDA # N/A

Project Name: East Kern Earthquake Relief

Division Director: Carmen Segovia

Funder Name: Kern Community Foundation

Program Manager: Jaime Orona

Grant Program Name: CAPK Food Bank

☒ ***New Funding***

☐ ***Re-Application***

Funding Period: January 1, 2020-December 31,2020

A. *Narrative description of funding request, including goals:*

The Kern Community Foundation invited CAPK to apply for up to $20,000 to aid in the Ridgecrest area earthquake relief efforts.

CAPK made an immediate response following the Ridgecrest earthquakes by taking calls through 211 Kern and sending out teams to assess needs, working with the community and first responders in assuring residents had access to food, water and home equipment damaged by the earthquakes. Recently, CAPK received notice of award for crisis funding through the Community Services Department (CSD) to support ongoing basic needs of food and supplies to be transported to Ridgecrest twice weekly for three months through CAPK's Food Bank teams. The funds requested from Kern Community Foundation will be used to further these efforts by procurement of extra food and the purchase of an electric pallet jack to load/unload the truck.

B. *Use of Funds:*

The requested funds of $20,000 will be used for food procurement and an electric pallet jack.

C. *Approvals:*

1. Carmen Segovia 9/3/19
Division Director Date

3. 9/4/19
Chief Financial Officer Date

2. 9/4/19
Director of Community Development Date

4. 9/5/19
Chief Executive Officer Date

D. *Board:*

☐Policy Council Date: ____

☐PRE Presentation Date: ____

☐B&F Approval Date: ____

☐Board Approval Date: ____

Community Action Partnership of Kern
Funding Request Profile

Source of Funds: Private

CFDA # N/A

Project Name: Free Farmers Market, Delano

Division Director: Carmen Segovia

Funder Name: Wonderful Foundation

Program Manager: Jaime Orona

Grant Program Name: CAPK Food Bank

☐ ***New Funding***

☒ ***Re-Application***

Funding Period: January 1, 2020-December 31,2020

A. *Narrative description of funding request, including goals:*

CAPK is applying for $50,000 to continue the CAPK Food Bank's Free Farmers Market in Delano. The Delano Free Farmers Markets will help fight food insecurity and increase healthy eating choices for Delano low-income residents and families by holding 6 Free Farmers Markets at the Delano Regional Medical Center (DRMC), located at 1401 Garces Hwy., Delano.

At each of the six Free Farmers Markets, an average of 420 low-income and food insecure Delano households will receive fresh produce. The CAPK Food Bank will seek produce donations for the Markets through well established relationships with local farms such as Wonderful Citrus, Varsity Produce, Columbine Vineyards, Zuckerman Farms, and Grimmway Farms for locally sourced seasonal items such as potatoes, leafy greens, beats, oranges, strawberries, carrots, watermelon, and apples. The Food Bank will also procure produce through Ag against Hunger and the California Association of Food Banks. The DRMC will hold a resource fair and provide cooking demonstrations and nutrition education using selections from that day's farmers market.

B. *Use of Funds:*

The requested funds of $50,000 will be used for staff; produce procurement; mileage to and from Delano; and general supplies.

C. *Approvals:*

1. Carmen Segovia 9/3/19
Division Director Date

3. 9/4/19
Chief Financial Officer Date

2. 9/4/19
Director of Community Development Date

4. 9/5/19
Chief Executive Officer Date

D. *Board:*

☐Policy Council Date: ____

☐PRE Presentation Date: ____

☐B&F Approval Date: ____

☐Board Approval Date: ____

Community Action Partnership of Kern
Funding Request Profile

Source of Funds: Private

CFDA # N/A

Project Name: Free Farmers Market, Wasco

Division Director: Carmen Segovia

Funder Name: Wonderful Foundation

Program Manager: Jaime Orona

Grant Program Name: CAPK Food Bank

☐ ***New Funding***

☒ ***Re-Application***

Funding Period: January 1, 2020-December 31,2020

A. *Narrative description of funding request, including goals:*

CAPK is applying for $50,000 to continue CAPK Food Bank's Free Farmers Markets in Wasco. The markets will help fight food insecurity, increase healthy eating choices, and provide nutrition information/education for Wasco low-income residents and families.

At each of the six Free Farmers Markets, an average of 350 low-income and food insecure Wasco households will receive fresh produce. The CAPK Food Bank will seek produce donations for the Markets through well established relationships with local farms such as Wonderful Citrus, Varsity Produce, Columbine Vineyards, Zuckerman Farms, and Grimmway Farms for locally sourced seasonal items such as potatoes, leafy greens, beats, oranges, strawberries, carrots, watermelon, and apples. The Food Bank will also procure produce through Ag against Hunger and the California Association of Food Banks. Nutrition education will be provided at the Markets by the CAPK's Healthy Living Program Educators.

B. *Use of Funds:*

The requested funds of $50,000 will be used for staff; produce procurement; mileage to and from Wasco; and general supplies.

C. *Approvals:*

1. Carmen Segovia 9/3/19
   Division Director Date

2. 9/4/19
   Director of Community Development Date

3. 9/4/19
   Chief Financial Officer Date

4. 9/5/19
   Chief Executive Officer Date

D. *Board:*

☐Policy Council Date: ____

☐PRE Presentation Date: ____

☐B&F Approval Date: ____

☐Board Approval Date: ____

Community Action Partnership of Kern
Funding Request Profile

Source of Funds: Private

Project Name: East Kern Emergency Supplies Closet

Funder Name: Walmart Community Foundation

Grant Program Name: East Kern Family Resource Center

Funding Period: January 1, 2020-December 31, 2020

CFDA #: N/A

Division Director: Carmen Segovia

Program Manager: Whitney Hughes

☒ ***New Funding***

☐ ***Re-Application***

A. *Narrative description of funding request, including goals:*

CAPK is requesting $5,000 from Walmart Store 5134 to continue East Kern Family Resource Center's Emergency Supplies Closet program for low-income families in need. The goal of this project is to help individuals and families in crisis with basic necessities-that cannot be acquired through other means-such as cribs, bedding, household cleaning supplies, basic hygiene items, and home child proofing kits.

B. *Use of Funds:*

The requested funds of $5,000 will be used to purchase items for the Emergency closet.

C. *Approvals:*

1. Carmen Segovia 9/3/19
   Division Director Date

2. [signature] 9/4/19
   Director of Community Development Date

3. [signature] 9/4/19
   Chief Financial Officer Date

4. [signature] 9/5/19
   Chief Executive Officer Date

D. *Board:*

☐Policy Council Date: _____

☐PRE Presentation Date: _____

☐B&F Approval Date: _____

☐Board Approval Date: _____

Community Action Partnership of Kern
Funding Request Profile

Source of Funds: Private

Project Name: CAPK's Small Business Initiative Workshops

Funder Name: Walmart Community Grants/Sam's Club

Grant Program Name: Community Development

Funding Period: January 1, 2020-December 31, 2020

CFDA #: N/A

Division Director: Pritika Ram (Interim)

Program Manager: James Burger

☒ ***New Funding***

☐ ***Re-Application***

A. *Narrative description of funding request, including goals:*

CAPK is requesting $5,000 from Sam's Club Store 4819 to go towards the CAPK Small Business Workshops, outreach and marketing to the community.

The Small Business Initiative is a grant funded program through Bank of The West that helps Kern County residents learn how to start and sustain a small business. CAPK partners with local businesses and organization to expand its reach and assistance to small business clients in Kern County.

B. *Use of Funds:*

The requested funds of $5,000 will be used to help promote the CAPK Small Business Workshops to the community and expand the program's reach through paid social media boosts, flyers and other sources of local media outlets.

C. *Approvals:*

1. _____
Division Director Date

2. _____ 09/3/19
Director of Community Development Date

3. _____ 9/4/19
Chief Financial Officer Date

4. _____ 9/5/19
Chief Executive Officer Date

D. *Board:*

☐Policy Council Date: _____

☐PRE Presentation Date: _____

☐B&F Approval Date: _____

☐Board Approval Date: _____

Community Action Partnership of Kern
Funding Request Profile

Source of Funds: Private

CFDA #: N/A

Project Name: Food Bank Refrigerator

Division Director: Carmen Segovia

Funder Name: Walmart

Program Manager: Jaime Orona

Grant Program Name: Food Bank

☒ ***New Funding***
☐ ***Re-Application***

Funding Period: January 1, 2020-December 31, 2020

A. *Narrative description of funding request, including goals:*

CAPK is requesting $5,000 from Walmart Store 3141 to go towards the purchase of a 40 ft. Refrigerated Storage Container for the Food Bank to expand its capacity in storing food.

The CAPK Food Bank distributes an average of 13.4 million lbs. of food annually to those in need. The purchase of an industrial refrigerator will help expand the amount of people the Food Bank serves and the amount of food it distributes.

B. *Use of Funds:*

The requested funds of $5,000 will be used to cover a percentage of the total cost of a 40 ft. Refrigerated Storage Container for the Food Bank. The remaining cost will be covered through other sources of funding received such as grants and donations.

C. *Approvals:*

1. Carmen Segovia 9/5/19
Division Director Date

2. 9/5/19
Director of Community Development Date

3. 9/5/19
Chief Financial Officer Date

4. 9/5/19.
Chief Executive Officer Date

D. *Board:*

☐Policy Council Date: _____

☐PRE Presentation Date: _____

☐B&F Approval Date: _____

☐Board Approval Date: _____

COMMUNITY ACTION PARTNERSHIP OF KERN
MEMORANDUM

To: Budget & Finance Committee

From: Donna Holland, Fiscal Administrator

Subject: *Agenda Item 5b:* Head Start - Kern
Budget to Actual Report for the Period Ended August 31, 2019 – **Info Item**

Date: September 20, 2019

The Office of Head Start has awarded CAPK the full amount of its Head Start and Early Head Start grant for a five-year project period. The first-year budget period is July 1, 2019 through February 29, 2020. The Budget to Actual Report for this grant reflects the prorated award.

The following are highlights of the Kern Head Start Budget to Actual Report for the period July 1, 2019 through August 31, 2019. Two months (25%) of the eight-month budget period have elapsed.

Base Funds
Overall expenditures are at 19% of the budget, which is on trend with expenditures at this point in the prior budget period.

Training & Technical Assistance Funds
Overall expenditures are at 16% of the budget. Staff have identified most training costs for the eight-month budget period, which will fully exhaust these funds

Non-Federal Share (Head Start and Early Head Start Combined)
Non-Federal share is at 14% of the budget.

Start-up
CAPK was awarded additional funds for the purpose of:

- Converting 4 pre-k classrooms to 6 toddler classrooms;
- Constructing and furnishing additional modular classrooms at 4 CAPK facilities.

The funding award was issued on July 27, 2019. Start-up activities began immediately, but no expenses have been recorded for the months of July and August.

Community Action Partnership of Kern
Head Start - Kern
Budget to Actual Report
Budget Period: July 1, 2019 - February 29, 2020
Report Period: July 1, 2019 - August 31, 2019
Month 2 of 8 (25%)

Prepared 09/11/2019

BASE FUNDS	BUDGET	ACTUAL	REMAINING	% SPENT	% REMAINING
PERSONNEL	6,160,963	958,640	5,202,323	16%	84%
FRINGE BENEFITS	2,113,158	500,942	1,612,216	24%	76%
TRAVEL	0	0	0		
EQUIPMENT	0	0	0		
SUPPLIES	478,360	74,574	403,786	16%	84%
CONTRACTUAL	51,529	11,835	39,694	23%	77%
CONSTRUCTION	0	0	0		
OTHER	1,703,978	484,225	1,219,753	28%	72%
INDIRECT	1,012,615	210,288	802,327	21%	79%
TOTAL BASE FUNDING	**11,520,603**	**2,240,505**	**9,280,098**	**19%**	**81%**

TRAINING & TECHNICAL ASSISTANCE

TRAVEL	2,376	4,818	(2,442)	203%	-103%
SUPPLIES	17,206	1,157	16,049	7%	93%
CONTRACTUAL	5,657	0	5,657	0%	100%
OTHER	82,389	12,038	70,351	15%	85%
INDIRECT	10,763	1,065	9,698	10%	90%
TOTAL TRAINING & TECHNICAL ASSISTANCE	**118,391**	**19,078**	**99,313**	**16%**	**84%**

START-UP

SUPPLIES	0	0	0		
CONSTRUCTION	1,812,348	0	1,812,348	0%	100%
OTHER	0	0	0		
TOTAL CARRYOVER	**1,812,348**	**0**	**1,812,348**	**0%**	**100%**

GRAND TOTAL HS FEDERAL FUNDS	**13,451,342**	**2,259,583**	**11,191,759**	**17%**	**83%**

HEAD START and EARLY HEAD START KERN NON-FEDERAL SHARE

SOURCE	BUDGET	ACTUAL	REMAINING	% SPENT	% REMAINING
IN-KIND	1,319,728	107,478	1,212,250	8%	92%
CALIF DEPT OF ED	2,953,796	474,962	2,478,834	16%	84%
TOTAL NON-FEDERAL	**4,273,524**	**582,440**	**3,691,084**	**14%**	**86%**

Budget reflects Notice of Award **#09CH011132-01-01** (adjusted for Child Care Food Subsidy).

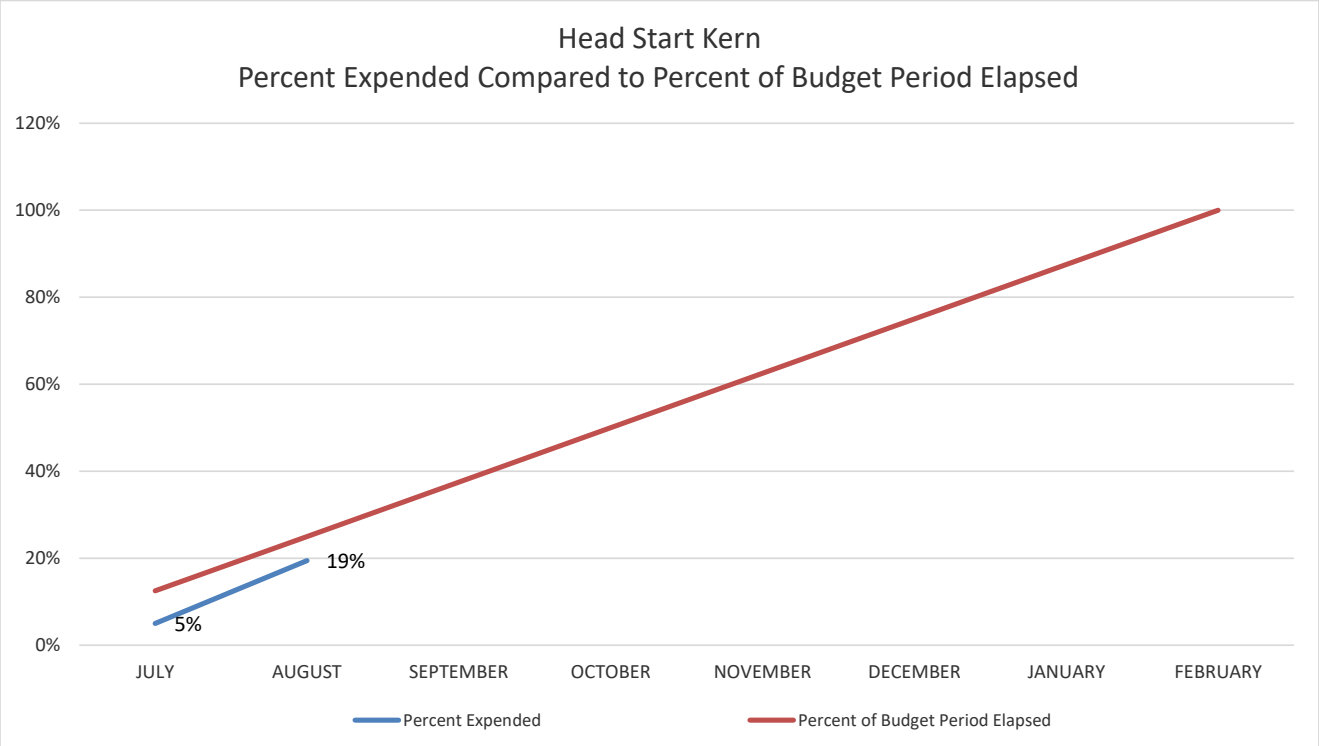
Award is prorated for ***eight months (07/01/2019 - 02/29/2019)***

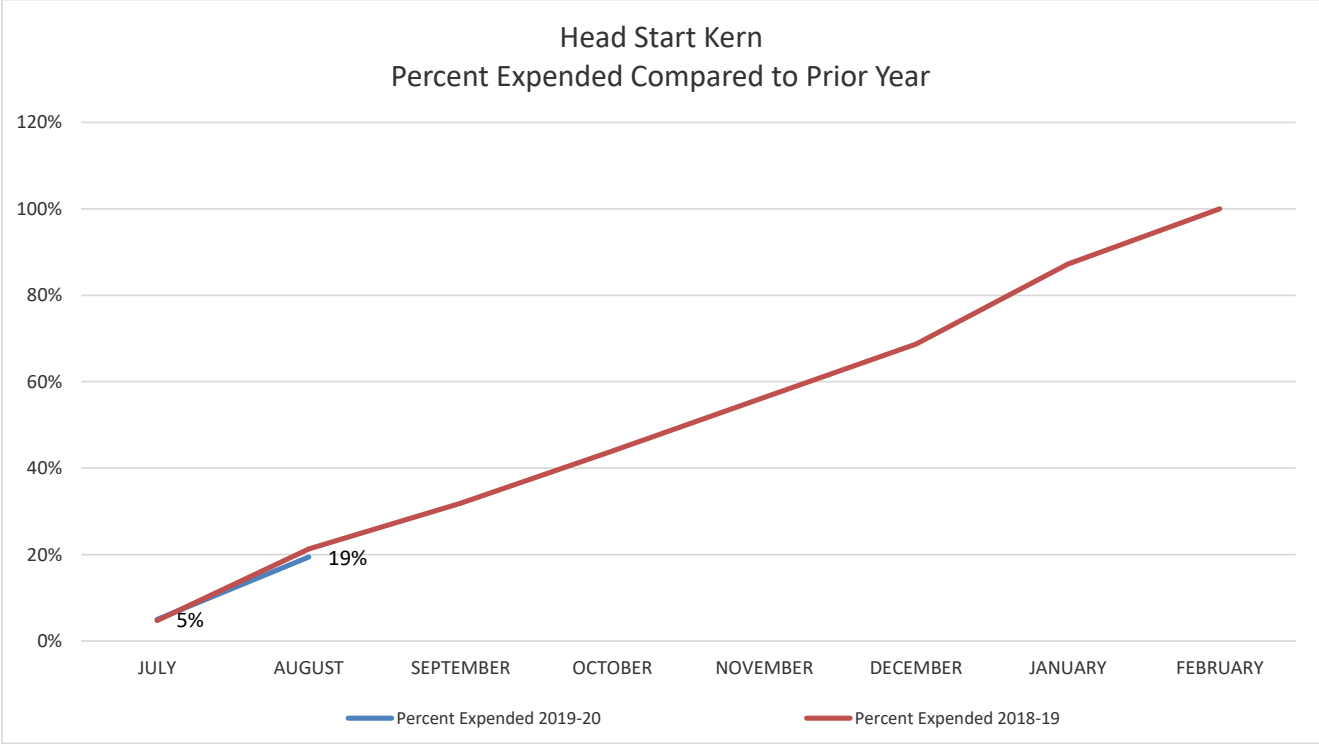
Actual expenditures include posted expenditures and estimated adjustments through 08/31/2019.

Administrative Cost for HS and EHS Kern **15.3%**

Agency-Wide Credit Card Report

	CURRENT	1 TO 30	31 TO 60	61 TO 90	TOTAL	STATEMENT DATE
Bank of America	313				**313**	8/21/2019
Wells Fargo	23,221				**23,221**	8/31/2019
Lowe's	18,389				**18,389**	8/25/2019
Smart & Final	137				**137**	9/3/2019
Save Mart	984				**984**	8/25/2019
Chevron & Texaco Business Card	9,473				**9,473**	9/6/2019
Home Depot	4,896				**4,896**	9/5/2019
	57,413	**0**	**0**	**0**	**57,413**	


Head Start Kern
Percent Expended Compared to Percent of Budget Period Elapsed
120%
100%
80%
60%
40%
20%
0%
JULY
AUGUST
SEPTEMBER
OCTOBER
NOVEMBER
DECEMBER
JANUARY
FEBRUARY
19%
5%
Percent Expended
Percent of Budget Period Elapsed


Head Start Kern
Percent Expended Compared to Prior Year
120%
100%
80%
60%
40%
20%
0%
JULY
AUGUST
SEPTEMBER
OCTOBER
NOVEMBER
DECEMBER
JANUARY
FEBRUARY
19%
5%
Percent Expended 2019-20
Percent Expended 2018-19

COMMUNITY ACTION PARTNERSHIP OF KERN
MEMORANDUM

To: Budget & Finance Committee

From: Donna Holland, Fiscal Administrator

Subject: *Agenda Item 5b:* Early Head Start – Kern

Budget to Actual Report for the Period Ended August 31, 2019 – **Info Item**

Date: September 20, 2019

The Office of Head Start has awarded CAPK the full amount of its Head Start and Early Head Start grant for a five-year project period. The first-year budget period is July 1, 2019 through February 29, 2020. The Budget to Actual Report for this grant reflects the prorated award.

The following are highlights of the Kern Head Start Budget to Actual Report for the period July 1, 2019 through August 31, 2019. Two months (25%) of the eight-month budget period have elapsed.

Base Funds
Overall expenditures are at 15% of the budget, which is on trend with expenditures at this point in the prior budget period.

Training & Technical Assistance Funds
Overall expenditures are at 28% of the budget. Staff have identified most training costs for the eight-month budget period, which will fully exhaust these funds.

Start-up
CAPK was awarded additional funds for the purpose of:

- Converting 4 pre-k classrooms to 6 toddler classrooms;
- Constructing and furnishing additional modular classrooms at 4 CAPK facilities.

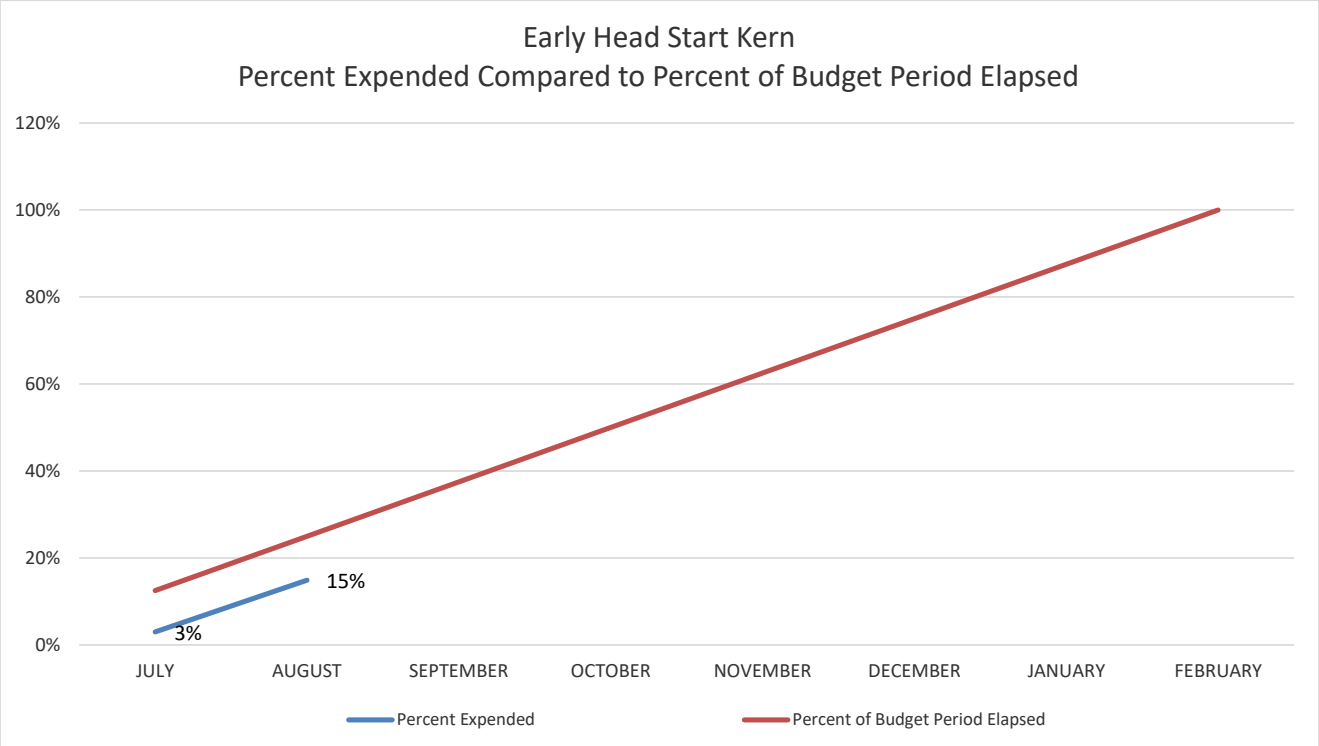
The funding award was issued on July 27, 2019. Start-up activities began immediately and are in progress.

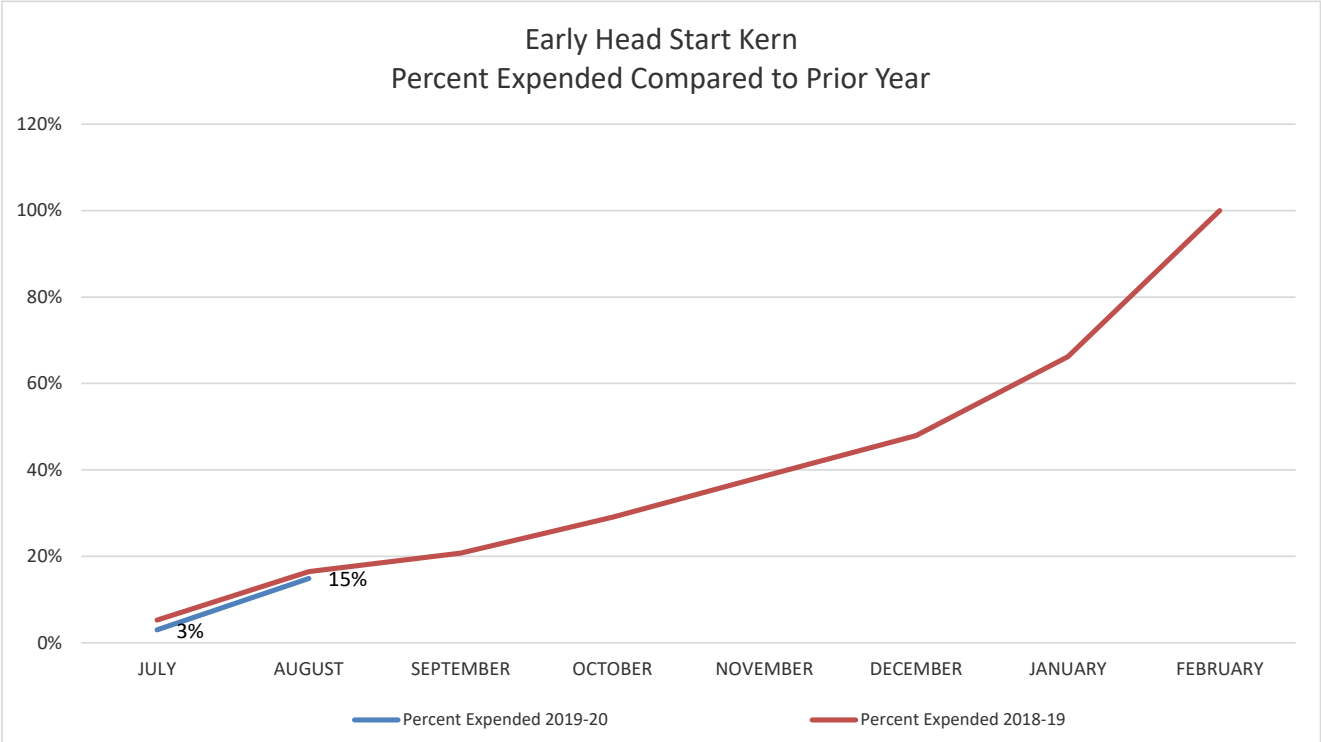
Community Action Partnership of Kern
Early Head Start - Kern
Budget to Actual Report
Budget Period: July 1, 2019 - February 29, 2020
Report Period: July 1, 2019 - August 31, 2019
Month 2 of 8 (25%)

Prepared 09/11/2019

BASE FUNDS	**BUDGET**	**ACTUAL**	**REMAINING**	**% SPENT**	**% REMAINING**
PERSONNEL	3,290,313	435,920	2,854,393	13%	87%
FRINGE BENEFITS	1,173,251	166,234	1,007,017	14%	86%
TRAVEL	0	0	0		
EQUIPMENT	0	0	0		
SUPPLIES	267,240	28,980	238,260	11%	89%
CONTRACTUAL	17,923	24,542	(6,619)	137%	-37%
CONSTRUCTION	0	0	0		
OTHER	456,628	128,902	327,726	28%	72%
INDIRECT	513,644	67,301	446,343	13%	87%
TOTAL BASE FUNDING	**5,718,999**	**851,880**	**4,867,119**	**15%**	**85%**
TRAINING & TECHNICAL ASSISTANCE					
TRAVEL	24,205	2,361	21,844	10%	90%
SUPPLIES	3,319	409	2,910	12%	88%
CONTRACTUAL	5,793	0	5,793	0%	100%
OTHER	68,856	26,172	42,684	38%	62%
INDIRECT	10,217	2,649	7,568	26%	74%
TOTAL TRAINING & TECHNICAL ASSISTANCE	**112,390**	**31,592**	**80,798**	**28%**	**72%**
START-UP					
SUPPLIES	349,500	37,085	312,415	11%	89%
CONSTRUCTION	1,492,427	0	1,492,427	0%	100%
OTHER	295,325	0	295,325	0%	100%
TOTAL CARRYOVER	**2,137,252**	**37,085**	**2,100,167**	**2%**	**98%**
GRAND TOTAL EHS FEDERAL FUNDS	**7,968,641**	**920,557**	**7,048,084**	**12%**	**88%**

Budget reflects Notice of Award **#09CH011132-01-01** (adjusted for Child Care Food Subsidy).
Award is prorated for ***eight months (07/01/2019 - 02/29/2019)***
Actual expenditures include posted expenditures and estimated adjustments through 08/31/2019.


Early Head Start Kern
Percent Expended Compared to Percent of Budget Period Elapsed
120%
100%
80%
60%
40%
20%
0%
15%
3%
JULY
AUGUST
SEPTEMBER
OCTOBER
NOVEMBER
DECEMBER
JANUARY
FEBRUARY
Percent Expended
Percent of Budget Period Elapsed


Early Head Start Kern
Percent Expended Compared to Prior Year
120%
100%
80%
60%
40%
20%
0%
15%
3%
JULY
AUGUST
SEPTEMBER
OCTOBER
NOVEMBER
DECEMBER
JANUARY
FEBRUARY
Percent Expended 2019-20
Percent Expended 2018-19

Community Action Partnership of Kern
Head Start and Early Head Start
Non-Federal Share and In-Kind Year-to-Date Report
Budget Period: July 1, 2019 through February 28, 2020
Report for period ending August 31, 2019 (Month 2 of 8)

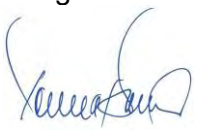
Percent of year elapsed: 25%

LOCATION	Enroll-ment	July	Aug	YTD Totals	IN-KIND GOAL	% OF GOAL MET
Shafter	20	0	9,391	9,391	14,889	63%
Harvey L. Hall	156	13,404	14,856	28,260	116,136	24%
Shafter HS/EHS	26	2,276	1,819	4,095	19,356	21%
Primeros Pasos	80	4,041	8,164	12,205	59,557	20%
Sterling	124	7,943	10,155	18,098	92,313	20%
Alicante	20	1,832	915	2,747	14,889	18%
Wesley	60	0	5,475	5,475	44,668	12%
Sunrise Villa	20	0	1,729	1,729	14,889	12%
Delano	76	0	6,309	6,309	56,579	11%
San Diego Street	40	1,851	1,447	3,299	29,779	11%
Fairfax	40	0	3,043	3,043	29,779	10%
California City	34	0	1,809	1,809	25,312	7%
Pete H. Parra	128	5,667	0	5,667	95,291	6%
Fairview	40	0	1,280	1,280	29,779	4%
Broadway	40	0	1,232	1,232	29,779	4%
Tehachapi	34	0	1,006	1,006	25,312	4%
Home Base	124	37	423	460	46,157	1%
Alberta Dillard	80	0	0	0	59,557	0%
Cleo Foran	23	0	0	0	17,123	0%
East California	56	0	0	0	41,690	0%
Heritage	40	0	0	0	29,779	0%
Lamont	40	0	0	0	29,779	0%
Martha J. Morgan	44	0	0	0	32,756	0%
McFarland	20	0	0	0	14,889	0%
Mojave	20	0	0	0	14,889	0%
Oasis	57	0	0	0	42,434	0%
Planz	20	0	0	0	14,889	0%
Rosamond	80	0	0	0	59,557	0%
Seibert	40	0	0	0	29,779	0%
Taft	66	0	0	0	49,135	0%
Vineland	20	0	0	0	14,889	0%
Virginia	40	0	0	0	29,779	0%
Willow	55	0	0	0	40,946	0%
Administrative Services		0	0	0	0	NA
Program Services		1,372	0	1,372	26,302	5%
Policy Council and RPC		0	0	0	27,093	0%
SUBTOTAL IN-KIND	**1,763**	**38,424**	**69,054**	**107,478**	**1,319,728**	**8%**
State General Child Care*		149,110	134,878	283,988	1,181,518	24%
State Preschool*		80,213	84,050	164,264	1,654,126	10%
State Migrant Child Care*		14,301	12,408	26,709	118,152	23%
SUBTOTAL CA DEPT of ED		**243,625**	**231,337**	**474,962**	**2,953,796**	**16%**
GRAND TOTAL		**282,049**	**300,391**	**582,440**	**4,273,524**	**14%**

*May include estimates

COMMUNITY ACTION PARTNERSHIP OF KERN
MEMORANDUM

To: Budget & Finance Committee



From: Donna Holland, Fiscal Administrator

Subject: *Agenda Item 5b:* Early Head Start – San Joaquin
Budget to Actual Report for the Period Ended August 31, 2019 – **Info Item**

Date: September 20, 2019

The following are highlights of the San Joaquin Early Head Start Budget to Actual Report for the period February 1, 2019 through August 31, 2019. Seven months (58%) of the 12-month budget period have elapsed.

Base Funds
Overall expenditures are at 53% of the budget, which is on trend compared to last year at this time. Because services did not take place during the month of June, expenses in salaries and fringe benefits were lower.

Training & Technical Assistance Funds
Overall expenditures are at 64% of the budget. The combined personnel and fringe benefits expenses are at 58% of the budget.

Non-Federal Share
Non-Federal share is at 49% of the budget.

Community Action Partnership of Kern

Early Head Start - San Joaquin County

Budget to Actual Report

Budget Period: February 1, 2019 - January 31, 2020

Report Period: February 1, 2019 - August 31, 2019

Month 7 of 12 (58%)

Prepared 09/11/2019

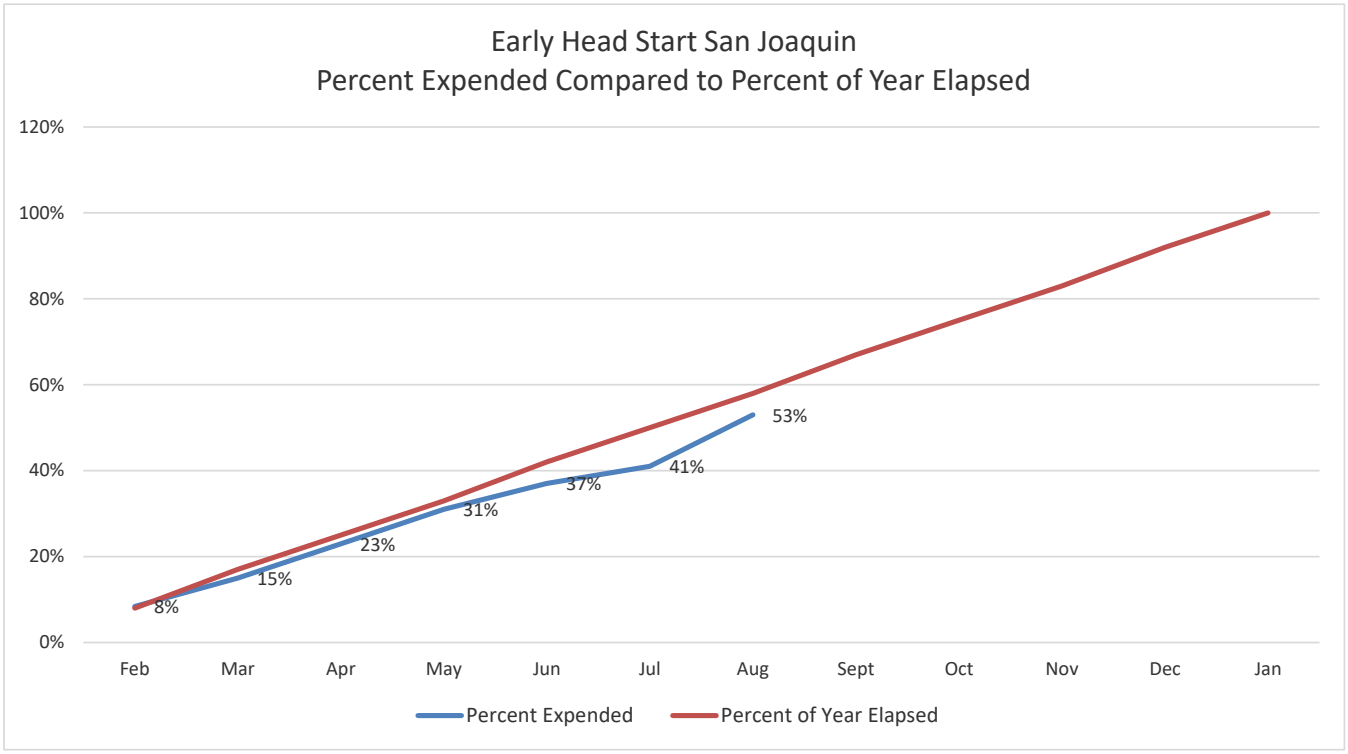
BASE FUNDS	BUDGET	ACTUAL	REMAINING	% SPENT	% REMAINING
PERSONNEL	3,114,932	1,663,957	1,450,975	53%	47%
FRINGE BENEFITS	923,567	474,139	449,428	51%	49%
TRAVEL	20,232	11,547	8,685	57%	43%
SUPPLIES	140,925	85,259	55,666	60%	40%
CONTRACTUAL	12,078	4,850	7,228	40%	60%
OTHER	600,638	307,212	293,426	51%	49%
INDIRECT	456,781	245,458	211,323	54%	46%
TOTAL	**5,269,153**	**2,792,422**	**2,476,731**	**53%**	**47%**
TRAINING & TECHNICAL ASSISTANCE FUNDS					
PERSONNEL	39,312	15,350	23,962	39%	61%
FRINGE BENEFITS	11,534	8,794	2,740	76%	24%
TRAVEL	15,673	9,798	5,875	63%	37%
SUPPLIES	7,900	0	7,900	0%	100%
CONTRACTUAL	3,500	7,680	(4,180)	219%	-119%
OTHER	30,423	27,601	2,822	91%	9%
INDIRECT	10,833	6,922	3,911	64%	36%
TOTAL	**119,175**	**76,145**	**43,030**	**64%**	**36%**
GRAND TOTAL EHS FEDERAL FUNDS	**5,388,328**	**2,868,567**	**2,519,761**	**53%**	**47%**

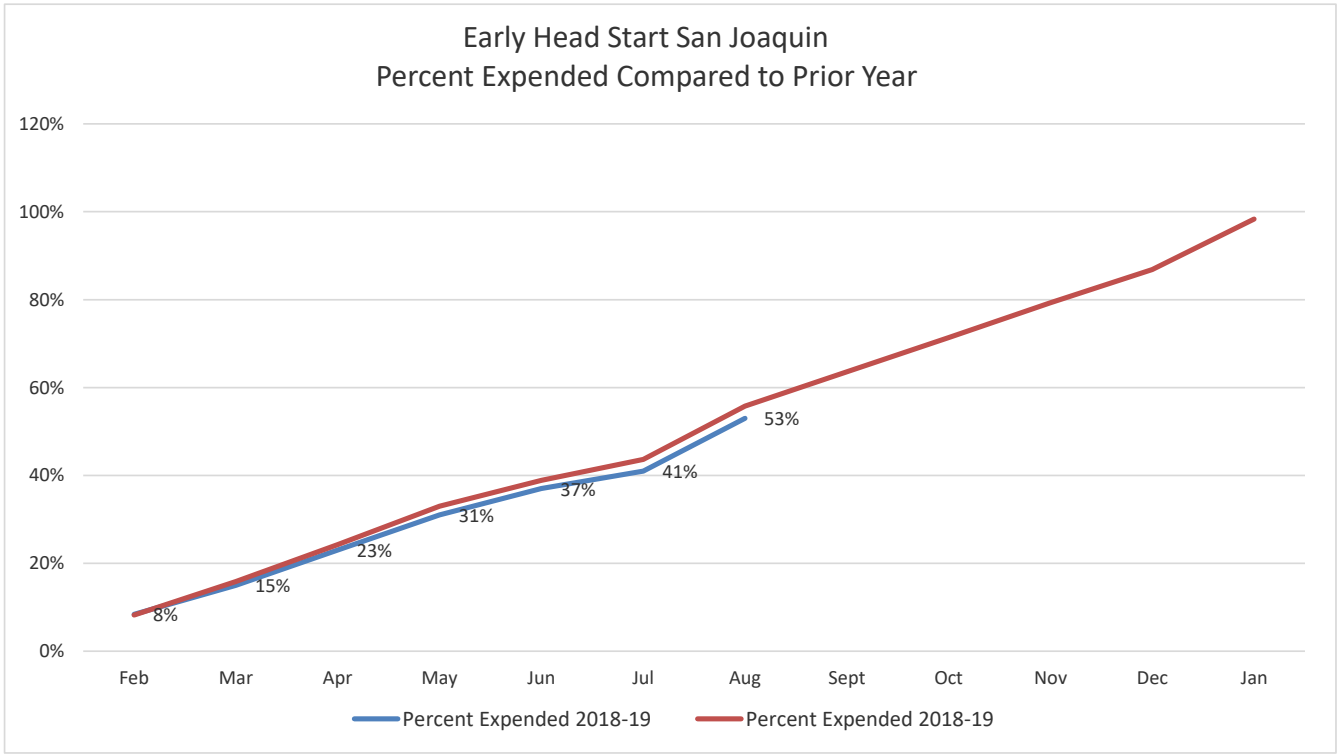
NON-FEDERAL SHARE	BUDGET	ACTUAL	REMAINING	% SPENT	% REMAINING
IN-KIND	1,347,083	656,571	690,512	49%	51%
TOTAL NON-FEDERAL FUNDS	**1,347,083**	**656,571**	**690,512**	**49%**	**51%**

Centralized Administrative Cost	7.2%
Program Administrative Cost	2.6%
Total Administrative Cost	**9.8%**

Budget reflects Notice of Award #09CH010071-05-01

Actual expenditures include posted expenditures and estimated adjustments through 08/31/2019


Early Head Start San Joaquin
Percent Expended Compared to Percent of Year Elapsed
120%
100%
80%
60%
40%
20%
0%
Feb
Mar
Apr
May
Jun
Jul
Aug
Sept
Oct
Nov
Dec
Jan
8%
15%
23%
31%
37%
41%
53%
Percent Expended
Percent of Year Elapsed


Early Head Start San Joaquin
Percent Expended Compared to Prior Year
120%
100%
80%
60%
40%
20%
0%
Feb
Mar
Apr
May
Jun
Jul
Aug
Sept
Oct
Nov
Dec
Jan
8%
15%
23%
31%
37%
41%
53%
Percent Expended 2018-19
Percent Expended 2018-19

EARLY HEAD START SAN JOAQUIN COUNTY
and
CHILD AND ADULT CARE FOOD PROGRAM
2020-2021 BUDGET

BUDGETED EXPENDITURES

Early Head Start Program Operations and Training & Technical Assistance; Child & Adult Care Food Program	2019-2020 (Current) BUDGET	2020-2021 BUDGET	VARIANCE increase (decrease)	Comments
PERSONNEL	**3,085,898**	**3,259,433**	**173,535**	COLA; adjustments to rates of pay
FRINGE BENEFITS	**920,552**	**930,154**	**9,602**	
TRAVEL	**30,191**	**36,586**	**6,395**	Decreased based on actual
EQUIPMENT - Vehicle Purchase	**-**	**-**	**-**	
SUPPLIES				
Office Supplies	7,100	9,800	**2,700**	
Child and Family Services Supplies	105,115	70,020	**(35,095)**	
Food Services Supplies	10,000	6,000	**(4,000)**	
Other Supplies	26,671	26,815	**144**	
TOTAL SUPPLIES	**148,886**	**112,635**	**(36,251)**	Decreased based on actual
CONTRACTUAL				
Administrative Services	12,078	10,600	**(1,478)**	Decreased based on actual
Training & Technical Assistance	3,500	7,345	**3,845**	
TOTAL CONTRACTUAL	**15,578**	**17,945**	**2,367**	
OTHER				
Rent	222,072	225,336	**3,264**	Rent increases
Utilities, Telephone	111,515	116,500	**4,985**	Increased based on actual
Building & Child Liability Insurance	10,330	10,000	**(330)**	
Building Maintenance/Repair	96,590	69,610	**(26,980)**	Decreased based on actual
Nutrition Services	200,058	235,830	**35,772**	Increased based on actual
Child Services Consultants	9,000	5,000	**(4,000)**	Decreased based on actual
Parent Services	3,625	1,550	**(2,075)**	Decreased based on actual
Publications/Advertising/Printing	10,830	3,350	**(7,480)**	Decreased based on actual
Training or Staff Development	53,033	40,285	**(12,748)**	
Other	67,650	36,751	**(30,899)**	Purchased leased equipment; decreased staff mileage
TOTAL OTHER	**784,703**	**744,212**	**(40,491)**	
INDIRECT	**455,949**	**469,363**	**13,414**	
BUDGETED EXPENDITURES	**5,441,757**	**5,570,328**	**128,571**	

REVENUES

STATE & FEDERAL REVENUES	2018-2019 (Current) BUDGET	2019-2020 BUDGET	VARIANCE increase (decrease)	
Early Head Start Program Operations	5,177,511	5,269,153	**91,642**	Cost of Living Adjustment
Early Head Start Training & Technical Assistance	119,175	119,175	**-**	
Estimated Child & Adult Care Food Program	179,000	182,000	**3,000**	Increased based on prior year actual
TOTAL STATE & FEDERAL REVENUES	**5,475,686**	**5,570,328**	**94,642**	

SUMMARY - 2020-2021

TOTAL REVENUES	5,570,328
TOTAL BUDGETED EXPENDITURES	5,570,328
DIFFERENCE	**-**

ESTIMATED ADMINISTRATIVE RATE **8.7%**

NOTES:
CAPK uses Child & Adult Care Food Program revenues to support Early Head Start services; however, this application is for Early Head Start funds

The non-federal share of funding required by the Head Start Act will be $1,347,082

Community Action Partnership of Kern
San Joaquin Early Head Start
Non-Federal Share and In-Kind Year-to-Date Report
Budget Period: February 1, 2019 through January 31, 2020
Report for period ending July 31, 2019 (Month 7 of 12)

Percent of year elapsed: 58%

LOCATION	FUNDED ENROLL-MENT	Feb	March	April	May	June	July	Aug	YTD Totals	IN-KIND GOAL	% OF GOAL MET
Home Base - Lodi	35	12,150	16,320	16,251	14,825	2,077	7,911	0	69,533	97,040	72%
Home Base - Manteca	12	3,172	5,472	4,045	5,249	2,063	3,395	0	23,396	33,271	70%
Walnut	24	11,221	13,005	12,719	10,174	9,667	10,960	180	67,926	133,083	51%
Home Base - Stockton	90	18,088	24,844	20,686	20,356	11,753	12,406	0	108,132	249,531	43%
Lodi UCC	30	11,372	11,887	12,830	10,884	8,821	10,755	0	66,550	166,354	40%
Chrisman	30	12,312	16,785	11,548	7,439	3,809	8,606	150	60,649	166,354	36%
Kennedy	16	7,180	5,402	7,181	4,740	2,063	5,560	100	32,225	88,722	36%
California Street	24	9,349	9,973	9,716	7,545	5,825	5,297	78	47,782	133,083	36%
St. Mary's	16	5,144	6,702	5,927	4,858	3,210	5,422	0	31,263	88,722	35%
Marci Massei	24	5,173	6,050	6,373	5,055	4,171	6,064	116	33,003	133,083	25%
Home Base - Tracy	12	0	0	1,689	2,025	0	0	0	3,714	33,271	11%
Administrative Services		251	1,678	0	0	0	0	0	1,928	0	
Program Services		11,721	11,575	21,921	30,939	8,655	13,104	10,247	108,162	21,858	495%
Policy Council		57	187	0	175	48	0	0	467	2,713	17%
SUBTOTAL IN-KIND	**313**	**107,189**	**129,878**	**130,886**	**124,265**	**62,162**	**89,480**	**10,871**	**654,730**	**1,347,083**	**49%**

COMMUNITY ACTION PARTNERSHIP OF KERN
MEMORANDUM

To: Budget & Finance Committee

From: Donna Holland, Fiscal Administrator

Subject: *Agenda Item 5b:* Early Head Start Child Care Partnerships
Budget to Actual Report for the Period Ended August 31, 2019 – **Info Item**

Date: September 20, 2019

The following are highlights of the Early Head Start Child Care Partnerships Budget to Actual Report for the period September 1, 2018 through August 31, 2019. Twelve months (100%) of the 12-month budget period have elapsed.

Base Funds
Overall expenditures are at 99% of the budget.

Training & Technical Assistance (T&TA)
Overall expenditures are at 73% of the budget.

Non-Federal Share
Non-Federal share is at 132% of the budget.

This report will continue to be presented until all transactions have been processed and the grant period has is closed.

Community Action Partnership of Kern
Early Head Start - Child Care Partnerships
Budget to Actual Report
Budget Period: September 1, 2018 - August 31, 2019
Report Period: September 1, 2018 - August 31, 2019
Month 12 of 12 (100%)

Prepared 09/11/2019

BASE FUNDS	BUDGET	ACTUAL	REMAINING	% SPENT	% REMAINING
PERSONNEL	130,082	143,117	(13,035)	110%	-10%
FRINGE BENEFITS	33,248	46,816	(13,568)	141%	-41%
SUPPLIES	1,750	742	1,008	42%	58%
CONTRACTUAL	462,028	432,389	29,639	94%	6%
OTHER	17,395	14,837	2,558	85%	15%
INDIRECT	64,398	63,432	966	99%	1%
TOTAL BASE	**708,901**	**701,235**	**7,666**	**99%**	**1%**

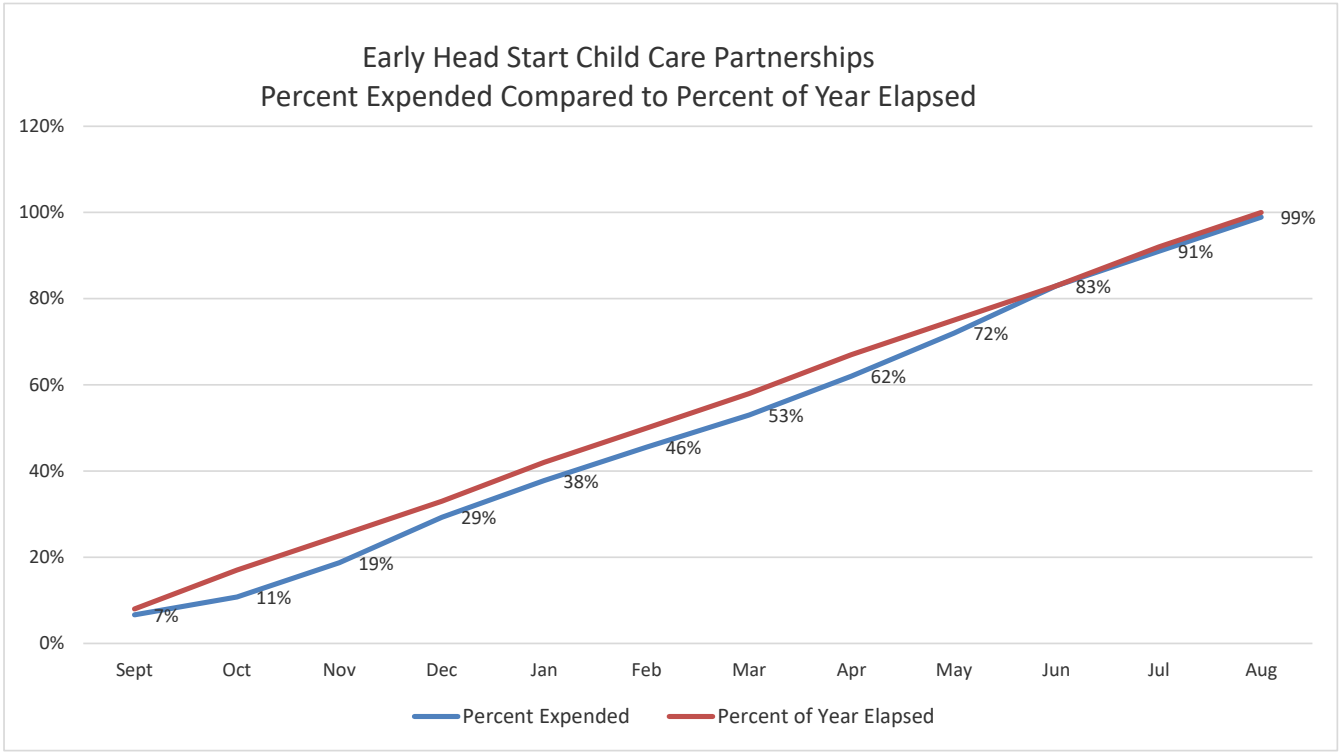
TRAINING & TECHNICAL ASSISTANCE FUNDS	BUDGET	ACTUAL	REMAINING	% SPENT	% REMAINING
TRAVEL	5,294	2,797	2,497	53%	47%
SUPPLIES	3,506	0	3,506	0%	100%
OTHER	6,473	8,287	(1,814)	128%	-28%
INDIRECT	1,527	1,108	419	73%	27%
TOTAL TRAINING & TECHNICAL ASSISTANCE	**16,800**	**12,192**	**4,608**	**73%**	**27%**
GRAND TOTAL FEDERAL FUNDS	**725,701**	**713,427**	**12,274**	**98%**	**2%**

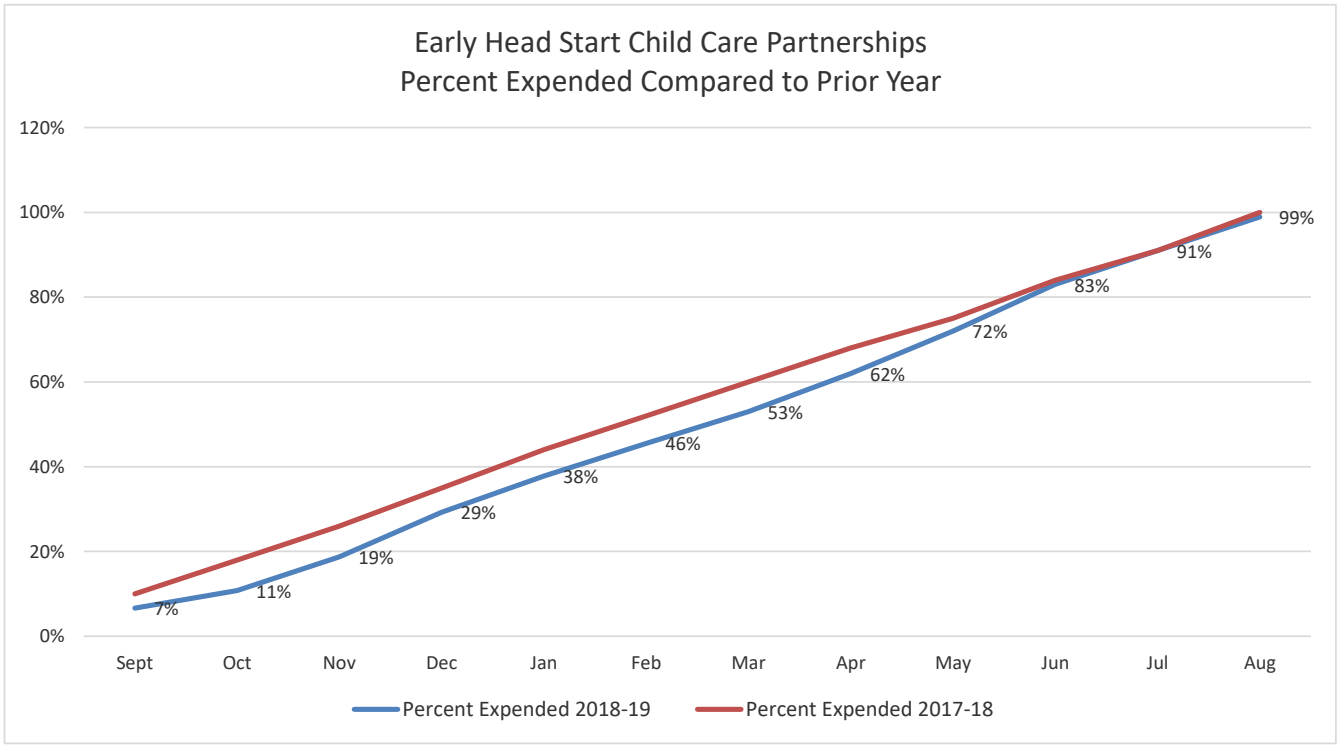
NON-FEDERAL SHARE	BUDGET	ACTUAL	REMAINING	% SPENT	% REMAINING
IN-KIND	181,425	239,211	(57,786)	132%	-32%
TOTAL NON-FEDERAL FUNDS	**181,425**	**239,211**	**(57,786)**	**132%**	**-32%**

Centralized Administrative Cost	6.8%
Program Administrative Cost	1.8%
Total Administrative Cost	**8.6%**

Budget reflects Notice of Award #09HP0036-04-00.

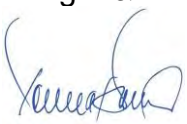
Actual expenditures include posted expenditures and estimated adjustments through 08/31/2019.


Early Head Start Child Care Partnerships
Percent Expended Compared to Percent of Year Elapsed
120%
100%
80%
60%
40%
20%
0%
Sept
Oct
Nov
Dec
Jan
Feb
Mar
Apr
May
Jun
Jul
Aug
7%
11%
19%
29%
38%
46%
53%
62%
72%
83%
91%
99%
Percent Expended
Percent of Year Elapsed


Early Head Start Child Care Partnerships
Percent Expended Compared to Prior Year
120%
100%
80%
60%
40%
20%
0%
Sept
Oct
Nov
Dec
Jan
Feb
Mar
Apr
May
Jun
Jul
Aug
7%
11%
19%
29%
38%
46%
53%
62%
72%
83%
91%
99%
Percent Expended 2018-19
Percent Expended 2017-18

COMMUNITY ACTION PARTNERSHIP OF KERN
MEMORANDUM

To: Budget & Finance Committee



From: Donna Holland, Fiscal Administrator

Subject: *Agenda Item 5b:* Early Head Start Expansion

Budget to Actual Report for the Period Ended August 31, 2019 – **Info Item**

Date: September 20, 2019

At the end of November 2018, CAPK submitted an application to compete for Early Head Start center based and childcare partnerships expansion funds. On March 27, 2019, CAPK was awarded the full amount requested in its application. The award will expand center-based services by 24 slots (3 classrooms), and childcare partnerships slots by 72.

This grant was awarded under a separate award number; and will thus be reported independently from other Head Start grants operated by CAPK. The annual budget period is March 1 through February 28/29.

Start-up activities for center-based services: The lease of the center for these services ("Jewett Center") has been executed. Renovations and licensing of three classrooms will begin shortly.

Start-up activities for childcare partnerships: CAPK issued a Request for Proposal to solicit potential partners, for which one proposal was received. Contract negotiations are in progress to serve 42 children. CAPK will reissue the Request for Proposal to solicit additional partners for the remaining 30 slots.

The following are highlights of the Early Head Start Expansion Budget to Actual Report for the period March 1, 2019 through August 31, 2019. Six months (50%) of the 12-month budget period have elapsed.

Base Funds
Overall expenditures are at 2% of the budget.

Training & Technical Assistance (T&TA)
Overall expenditures are at 1% of the budget.

Start Up
Overall expenditures are at 1% of the budget.

Non-Federal Share
Non-Federal share is at 0% of the budget.

Community Action Partnership of Kern
Early Head Start Expansion
Budget to Actual Report
Budget Period: March 1, 2019 - February 29, 2020
Report Period: March 1, 2019 - August 31, 2019
Month 6 of 12 (50%)

Prepared 09/11/2019

BASE FUNDS	BUDGET	ACTUAL	REMAINING	% SPENT	% REMAINING
PERSONNEL	541,287	19,883	521,404	4%	96%
FRINGE BENEFITS	170,225	4,647	165,578	3%	97%
SUPPLIES	45,780	0	45,780	0%	100%
CONTRACTUAL	540,975	29	540,946	0%	100%
OTHER	141,458	147	141,311	0%	100%
INDIRECT	135,664	2,529	133,135	2%	98%
TOTAL BASE FUNDING	**1,575,389**	**27,234**	**1,548,155**	**2%**	**98%**
TRAINING & TECHNICAL ASSISTANCE					
SUPPLIES	12,885	0	12,885	0%	100%
OTHER	22,920	79	22,841	0%	100%
INDIRECT	3,580	0	3,580	0%	100%
TOTAL TRAINING & TECHNICAL ASSISTANCE	**39,385**	**581**	**38,804**	**1%**	**99%**
START UP					
SUPPLIES	258,000	5,814	252,186	2%	98%
OTHER	196,545	0	196,545	0%	100%
INDIRECT	45,455	0	45,455	0%	100%
TOTAL START UP	**500,000**	**5,814**	**494,186**	**1%**	**99%**
GRAND TOTAL EHS FEDERAL FUNDS	**2,114,774**	**33,629**	**2,081,145**	**2%**	**98%**

EARLY HEAD START EXPANSION NON-FEDERAL SHARE

SOURCE	BUDGET	ACTUAL	REMAINING	% SPENT	% REMAINING
IN-KIND	528,694	0	528,694	0%	100%
TOTAL NON-FEDERAL	**528,694**	**0**	**528,694**	**0%**	**100%**

Budget reflects Notice of Award **#09HP000163-01-00**

Actual expenditures include posted expenditures and estimated adjustments through 08/31/2019.

COMMUNITY ACTION PARTNERSHIP OF KERN

MEMORANDUM

To: Budget and Finance Committee

From: Donna Holland, Fiscal Administrator

Date: September 20, 2019

Subject: *Agenda Item 5c: Resolution to Approve the Submission of the San Joaquin County Office of Education Funding Application* – **Action Item**

The San Joaquin County Office of Education announced the availability of approximately $5.2 million for General Child Care and Development (CCTR). The Head Start and State Child Development Division blends CCTR funding with Early Head Start (EHS) funds in Kern County providing center-based services for children of families needing childcare for 8 hours or longer in order to work, attend school, or job-training. CCTR expansion funding is rare and program is capitalizing on this opportunity for San Joaquin County EHS program. The CCTR funds for our San Joaquin County program will significantly improve our ability to meet community needs.

The funds will be used to expand EHS center-based slots by 24 for a total of 190 center-based slots. Additionally, the funding requested will expand service hours for all 190 slots to serve using the blending methodology currently used in Kern.

The funding calculations estimated below are based on an annualized budget to serve 190 children no less than 245 days:

General Child Care and Development SJC County: $2,373,121

Recommendation

Staff recommends the Budget and Finance Committee approve with resolution the submission of the San Joaquin County Office of Education Funding Application for our SJC EHS program.

Attachment:
Resolution 2019-13 Approving San Joaquin County Office of Education Funding Application

RESOLUTION # 2019-16

A Resolution of the Board of Directors of the Community Action Partnership of Kern Approving the Submission of the San Joaquin County Office of Education Funding Application

The Board of Directors, of Community Action Partnership of Kern located at 5005 Business Park North, Bakersfield, CA 93309, met on September 25, 2019, in Bakersfield, California at a scheduled Board meeting and resolved as follows:

WHEREAS, Community Action Partnership of Kern (CAPK) is a private, non-profit 501(c)(3) corporation established as a result of the Economic Opportunity Act of 1964, and is the federally designated community action agency serving the low-income, elderly and disadvantaged residents of Kern County; and

WHEREAS, CAPK is charged with the responsibility of continuing the battle to alleviate poverty in Kern County by developing and implementing creative and innovative programs, and has adopted the philosophical position of "Helping People, Changing Lives' in its quest to assist people in need, and families with minimal or no resources; and

WHEREAS, the San Joaquin County Office of Education has offered expansion dollars for the General Child Care and Development funds; and

WHEREAS, the Head Start and State Child Development Division is requesting $2,373,121 to serve 190 children in San Joaquin County; and

WHEREAS, the San Joaquin County Office of Education requires that an authorized signatory be named for the funding application; and

NOW, THEREFORE, be it resolved that the Executive Committee of the Board of Directors hereby authorizes Jeremy T. Tobias, Chief Executive Officer to act on behalf of the Board as CAPK's representative signatory with regard to the San Joaquin County Office of Education Funding Application.

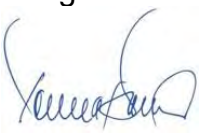
APPROVED by a majority vote of the Board of Directors of Community Action Partnership of Kern, this 25th day of September 2019.

_____ _____

Curtis Floyd, Chair Date
CAPK Board of Directors

COMMUNITY ACTION PARTNERSHIP OF KERN
MEMORANDUM

To: Budget and Finance Committee



From: Donna Holland, Fiscal Administrator

Subject: *Agenda Item 5d:* Application for Continued Funding of Early Head Start San Joaquin with Resolution – ***Action Item***

Date: September 20, 2019

Head Start is requesting approval to submit an application for 2020-2021 funding of the Early Head Start (EHS) San Joaquin grant #09CH10071.

On September 11, 2019, Jerry Meade, PDM Administrator presented and subsequently received approval for the San Joaquin Program Options included in the non-competitive five-year grant award. The budget detail for EHS San Joaquin being presented today is the final component for the application due November 1, 2019.

The EHS San Joaquin application to be submitted will describe the program design, goals and approach to delivery for the funding period 02/01/2020 – 01/31/2025. Program has one minor change planned from the current program option. Stemming from a licensing change, 2 slots will move from Home base to Center Base. This change did not significantly change the budget. CAPK will maintain serving a total of 313 children: 166 in center-based and 147 in home based.

The funding levels for the first 12-month period 02/01/2020 through 01/31/2021 are:

- $5,269,153 for program operations;
- $119,175 for training and technical assistance.

The attached budget detail provides allocated expenses by major category. Revisions (if any) are detailed in the right-hand column.

Recommendation:
Staff recommends the Budget and Finance Committee approve with resolution the program options for continued funding of Early Head Start San Joaquin 09CH010071 for the 2020-2021 budget period.

Attachments:
EHS San Joaquin Budget Detail Summary
Resolution #2019-13

RESOLUTION # 2019-13

A Resolution of the Board of Directors of the Community Action Partnership of Kern Approving the Refunding Application for the Early Head Start San Joaquin

The Board of Directors of Community Action Partnership of Kern located at 5005 Business Park North, Bakersfield, CA 93309, met on September 25, 2019, in Bakersfield, California at a scheduled Board meeting and resolved as follows:

WHEREAS, Community Action Partnership of Kern (CAPK) is a private, non-profit 501(c)(3) corporation established as a result of the Economic Opportunity Act of 1964, and is the federally designated community action agency serving the low-income, elderly and disadvantaged residents of Kern County; and

WHEREAS, CAPK is charged with the responsibility of continuing the battle to alleviate poverty in Kern County by developing and implementing creative and innovative programs, and has adopted the philosophical position of "Helping People, Changing Lives' in its quest to assist people in need, and families with minimal or no resources; and

WHEREAS, the Early Head Start, San Joaquin, Grant #09CH010071, has requested to submit an application for continued funding for the 2020-2021 budget year; and

WHEREAS, the Office of Head Start requires that an authorized signatory be named for the Early Head Start San Joaquin contract; and

WHEREAS, the CAPK Board of Directors has determined that there is a need for anti-poverty programs and is willing to accept the submission of a continued funding application for Early Head Start San Joaquin; and

NOW, THEREFORE, be it resolved that the CAPK Board of Directors hereby authorizes Jeremy T. Tobias, Chief Executive Officer to act on behalf of the Board as CAPK's representative signatory with regard to the submission of the continued funding application for Early Head Start San Joaquin, #09CH010071.

APPROVED by a majority vote of the Directors of Community Action Partnership of Kern, this 25th day of September 2019.

Curtis E. Floyd, Chair
CAPK Board of Directors

Date

EARLY HEAD START SAN JOAQUIN COUNTY
and
CHILD AND ADULT CARE FOOD PROGRAM
2020-2021 BUDGET

BUDGETED EXPENDITURES

Early Head Start Program Operations and Training & Technical Assistance; Child & Adult Care Food Program	2019-2020 (Current) BUDGET	2020-2021 BUDGET	VARIANCE increase (decrease)	Comments
PERSONNEL	**3,085,898**	**3,259,433**	**173,535**	COLA; adjustments to rates of pay
FRINGE BENEFITS	**920,552**	**930,154**	**9,602**	
TRAVEL	**30,191**	**36,586**	**6,395**	Increase to training-related travel costs
SUPPLIES				
Office Supplies	7,100	9,800	**2,700**	Increased based on historical data
Child and Family Services Supplies	105,115	70,020	**(35,095)**	Decreased based on historical data
Food Services Supplies	10,000	6,000	**(4,000)**	Decreased based on historical data
Other Supplies	26,671	26,815	**144**	
TOTAL SUPPLIES	**148,886**	**112,635**	**(36,251)**	
CONTRACTUAL				
Administrative Services	12,078	10,600	**(1,478)**	Decreased based on historical data
Training & Technical Assistance	3,500	7,345	**3,845**	Increase to training-related consultant costs
TOTAL CONTRACTUAL	**15,578**	**17,945**	**2,367**	
OTHER				
Rent	222,072	225,336	**3,264**	Rent increases
Utilities, Telephone	111,515	116,500	**4,985**	Increased based on historical data
Building & Child Liability Insurance	10,330	10,000	**(330)**	
Building Maintenance/Repair	96,590	69,610	**(26,980)**	Decreased based on historical data
Nutrition Services	200,058	235,830	**35,772**	Increased based on historical data
Child Services Consultants	9,000	5,000	**(4,000)**	Decreased based on historical data
Parent Services	3,625	1,550	**(2,075)**	Decreased based on historical data
Publications/Advertising/Printing	10,830	3,350	**(7,480)**	Decreased based on historical data
Training or Staff Development	53,033	40,285	**(12,748)**	Moved to Travel and Contractual
Other	67,650	36,751	**(30,899)**	Purchased leased equipment; decreased staff mileage reimbursements
TOTAL OTHER	**784,703**	**744,212**	**(40,491)**	
INDIRECT	**459,283**	**469,363**	**10,080**	
BUDGETED EXPENDITURES	**5,445,091**	**5,570,328**	**125,237**	

REVENUES

STATE & FEDERAL REVENUES	2019-2020 (Current) BUDGET	2020-2021 BUDGET	VARIANCE increase (decrease)	
Early Head Start Program Operations	5,177,511	5,269,153	**91,642**	Cost of Living Adjustment
Early Head Start Training & Technical Assistance	119,175	119,175	**-**	
Estimated Child & Adult Care Food Program	148,405	182,000	**33,595**	Increased based on prior year actual
TOTAL STATE & FEDERAL REVENUES	**5,445,091**	**5,570,328**	**125,237**	

SUMMARY - 2020-2021

TOTAL REVENUES	5,570,328
TOTAL BUDGETED EXPENDITURES	5,570,328
DIFFERENCE	**-**

ESTIMATED ADMINISTRATIVE RATE **8.8%**

NOTES:
CAPK uses Child & Adult Care Food Program revenues to support Early Head Start services; however, this application is for Early Head Start funds

The non-federal share of funding required by the Head Start Act will be $1,347,082

COMMUNITY ACTION PARTNERSHIP OF KERN
MEMORANDUM

To: Budget & Finance Committee

From: Emilio G. Wagner, Director of Operations

Date: September 20, 2019

Subject: *Agenda Item 5e:* Resolution to Approve the Submission of the 2020 Low-Income Home Energy Assistance Program (LIHEAP) Contract #20B-2012 – **Action Item**

The California Department of Community Services and Development (CSD) has released the 2020 LIHEAP contract. This contract provides funding to assist eligible Kern County residents with Utility Assistance and Weatherization services. The funding period is October 1, 2019 to June 30, 2021 and will begin with an initial allocation of $4,415,991. The initial allocation is based on 50 percent of the LIHEAP 2018 grant award as the final 2020 funding level is expected to be more than the 2018 award. The second allocation will be released once the Department of Health and Human Services (DHHS) releases the LIHEAP grant to CSD. The contract amendment typically occurs in February or March.

As a comparison the current 2019 initial award was $4,010,033 with a final adjusted contract of $9,615,849. The 2020 initial award is 10.12% greater than the 2019 and we expect to see the same for the final adjustment.

The contract is in the same format as prior contracts, with minor changes which include removing redundancy and added clarification to contract language.

To execute this contract, a Board Resolution must be submitted with the contract package.

Recommendation:

Staff recommends the Board of Directors approve the attached Board Resolution #2019-14 which authorizes Jeremy T. Tobias, Chief Executive Officer, to act on behalf of the Board as CAPK's representative signatory with regard to the 2020 LIHEAP contract and subsequent amendments during the contract period.

Attachments:
Resolution #2019-14 Approving the Submission of the 2020 LIHEAP Contract
2020 LIHEAP Contract #20B-2012

RESOLUTION # 2019-14

A Resolution of the Board of Directors of the Community Action Partnership of Kern Approving the Submission of the 2020 LIHEAP Contract

The Board of Directors of Community Action Partnership of Kern located at 5005 Business Park North, Bakersfield, CA 93309, met on September 25, 2019, in Bakersfield, California at a scheduled Board meeting and resolved as follows:

WHEREAS, Community Action Partnership of Kern (CAPK) is a private, non-profit 501(c)(3) corporation established as a result of the Economic Opportunity Act of 1964, and is the federally designated community action agency serving the low-income, elderly and disadvantaged residents of Kern County; and

WHEREAS, CAPK is charged with the responsibility of continuing the battle to alleviate poverty in Kern County by developing and implementing creative and innovative programs, and has adopted the philosophical position of "Helping People, Changing Lives' in its quest to assist people in need, and families with minimal or no resources; and

WHEREAS, the State of California Department of Community Services and Development has made available LIHEAP funds for 2020; and

WHEREAS, the State of California Department of Community Services and Development has offered a 2020 LIHEAP Contract to the Partnership; and

WHEREAS, the State of California Department of Community Services and Development requires that an authorized signatory be named for the 2020 LIHEAP contract.

NOW, THEREFORE, be it resolved that the CAPK Board of Directors hereby authorizes Jeremy T. Tobias, Chief Executive Officer, to act on behalf of the Board as the Partnership's representative signatory with regard to the submission of the 2020 LIHEAP Contract and any subsequent amendments during the contract period.

APPROVED by a majority vote of the Board of Directors of Community Action Partnership of Kern, this 25th day of September 2019.

Curtis E. Floyd, Chair
CAPK Board of Directors

Date

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT STD. 213 (Rev 10/2018) CSD (Rev 10/2018)	AGREEMENT NUMBER **20B-2012**	PURCHASING AUTHORITY NUMBER (if applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below

CONTRACTING AGENCY NAME
Department of Community Services and Development

CONTRACTOR NAME
Community Action Partnership of Kern

2. The term of this Agreement is: October 1, 2019 through June 30, 2021

3. The maximum amount of this Agreement is: Total $4,415,991.00

4. The parties agree to comply with the terms and conditions of the following exhibits that are by this reference made a part of the Agreement:

Part I
- Preamble
- Article 1 - Scope of Work
- Article 2 - Contract Construction, Administration, Procedure

Part II*
- Subpart A - Administrative Requirements*
- Subpart B - Financial Requirements*
- Subpart C - Programmatic Requirements*
- Subpart D - Compliance Requirements*
- Subpart E - Certifications and Assurances*
- Subpart F - State Contracting Requirements GTC 04/2017*
- Subpart G - Definitions*
- Subpart H - Table of Forms*

Items shown with an Asterisk (*) are hereby incorporated by reference and made a part of this agreement

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO

CONTRACTOR				California Department of General Services Approval (or exemption, if applicable)
CONTRACTOR NAME *(If other than an individual, state whether a corporation, partnership, etc.)* **Community Action Partnership of Kern**				
CONTRACTOR BUSINESS ADDRESS, CITY, STATE ZIP 5005 Business Park North, Bakersfield, CA 93309				
PRINTED NAME OF PERSON SIGNING Jeremy T. Tobias		TITLE Chief Executive Officer		
CONTRACTOR AUTHORIZED SIGNATURE		DATE SIGNED		
STATE OF CALIFORNIA				
CONTRACTING AGENCY NAME **Department of Community Services and Development**				
CONTRACTING AGENCY ADDRESS **2389 Gateway Oaks Drive, Suite 100**	CITY **Sacramento**	STATE **CA**	ZIP **95833**	
PRINTED NAME OF PERSON SIGNING **Brian Dougherty**	TITLE **Deputy Director, Administrative Services**			
CONTRACTING AGENCY AUTHORIZED SIGNATURE		DATE SIGNED		

"I hereby certify that all conditions for exemption have been complied with, and this document is exempt from the Department of General Services approval."

STANDARD AGREEMENT
PARTS I & II – ENTIRE CONTRACT

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PART I

PREAMBLE

This subvention agreement, for the implementation of the Low-Income Home Energy Assistance Program (LIHEAP) in program year 2020 ("Agreement"), is entered into between the Department of Community Services and Development ("CSD" or "Department") and the contractor named on Form STD. 213, the face sheet of this document ("Contractor") and shall be enforceable on the date last signed.

NOW THEREFORE, in consideration of the promises and of the mutual agreements and covenants hereinafter set forth, the CSD and Contractor hereby agree as follows:

ARTICLE 1 – SCOPE OF WORK

1.1 General

A. Contractor shall provide Weatherization (WX) assistance, Home Energy Assistance Program (HEAP) assistance, and Energy Crisis Intervention Program (ECIP) assistance to eligible participants residing in the service area described in Section 1.2, pursuant to Title 42 of the United States Code (USC) Section 8621 et seq. (the Low-Income Home Energy Assistance Act of 1981, as amended) and Government Code Section 16367.5 et seq., as amended. Contractor shall provide crisis services and activities to the low-income community within its service area through at least March 15, 2020. Contractor shall administer LIHEAP service provisions to eligible low-income households in accordance with both need and the Contractor's service delivery plan approved by CSD. Contractor shall ensure that the highest level of assistance will be furnished to those households which have the lowest incomes and the highest energy costs or needs in relation to income, and that the services and activities funded by this Agreement shall also meet all other assurances specified at 42 U.S.C. § 8624.

B. The LIHEAP Catalog of Federal Domestic Assistance number is 93.568. Award is made available through the United States Department of Health and Human Services.

1.2 Service Area

A. The services shall be performed in the Service Territory comprised of the following service area(s):

See Part II, Subpart H. The 2020 LIHEAP Numbers, Contractors, and Service Territories listing may be accessed at https://providers.csd.ca.gov/Energy/Contracts.aspx.

B. Contractors that provide services in Los Angeles and San Diego counties shall refer to the ZIP Codes listing located at https://providers.csd.ca.gov/Energy/Contracts.aspx to determine the zip codes for their respective area.

1.3 Term and Amount of Agreement

A. The term of this Agreement shall be for the period represented on the face sheet (Form STD 213). Contractor shall perform all work under this agreement prior to, or up to November 30, 2020, in accordance with Article 10.5 subsection B, regardless of the contract term end date. Funds remaining beyond November 30, 2020 may impact Contractor's 2021 LIHEAP allocation.

B. The contract amount as represented on the face sheet (Form STD. 213) of this Agreement consists of Contractor's total allocation to include the "Direct Services" and "Utility Assistance" portions attributable to Contractor's service area(s).

C. Direct Services and Utility Assistance, as defined in Part II, Subpart G that are allocated to Contractor, shall be expended, reported and accounted for in accordance with the provisions of this Agreement in Part II, Subpart B – Financial Requirements.

1.4 Service Area Expenditure Requirements

Contractor shall be subject to special expenditure requirements as provided in Article 5, Section 5.7 of Part II, if any of the following pertain:

A. This Agreement involves funding for LIHEAP services provided by Contractor in multiple counties or service areas; or

B. Contractor has additional agreements with CSD for the provision of LIHEAP or Department of Energy, Weatherization Assistance Program (DOE WAP) services in counties or service areas other than the county or service area to which this Agreement applies.

1.5 Program Authorities – Requirements, Standards and Guidance

A. All services and activities are to be provided in accordance with applicable federal, state, and local laws and regulations, and as those laws and regulations may be amended from time to time, including but not limited to, the following:

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1. The Low-Income Home Energy Assistance Program Act of 1981, 42 U.S.C. §§ 8621 et seq., and 45 Code of Federal Regulation (CFR) Part 96;

2. The California Government Code §§ 16367.5 et seq., as amended, and Title 22, California Code of Regulations (CCR), §§ 100800 et seq.; and

3. The Single Audit Act, 31 U.S.C. §§ 7301 et seq., and Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards (45 CFR Part 75).

B. *Conflict of Laws.* Contractor shall comply with all of the requirements, standards, and guidelines contained in the authorities listed below, as they may be amended from time to time, with respect to procurement, administrative, and other costs claimed under this Agreement, including those costs incurred pursuant to subcontracts executed by Contractor, notwithstanding any language contained in the following authorities that might otherwise exempt Contractor from their applicability. To the extent that the requirements, standards, or guidelines directly conflict with any State law or regulation at Government Code §16367.5 et seq. or 22 CCR §100800 et seq., or any provision of this Agreement, then that law or regulation or provision shall apply, unless, under specified circumstances, a provision of federal law applicable to block grants, such as 45 CFR 96.30, allows for the application of state law.

1. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards (45 CFR Part 75); and

2. Contractor further agrees to abide by all requirements in California Contractor Certification Clauses 04/2017 (CCC-04/2017).

C. CSD shall provide Contractor with short-term program guidance to inform or direct immediate action to correct a problem or provide relief from an obligation in the form of a "CSD Program Advisory (CPA) No. XX-XXX" posted at https://providers.csd.ca.gov/Home/AllCSDCPAsCPNs.aspx.

D. CSD shall provide Contractor with specific program guidance which shall be binding on the Contractor as a condition of the Contractor's participation in the LIHEAP program, and as a condition of receipt of funds under the program, PROVIDED:

1. That such guidance shall be issued by CSD in writing in the form of "CSD Program Notice (CPN) No. XX-XX" posted at https://providers.csd.ca.gov/Home/AllCSDCPAsCPNs.aspx;

2. That such guidance shall be issued by CSD in writing in the form of "CSD

Program Advisory (CPA) No. XX-XXX posted at https://providers.csd.ca.gov/Home/AllCSDCPAsCPNs.aspx;

3. That such guidance shall be issued by CSD in the most timely and expeditious manner practicable;

4. That such guidance shall be reasonably necessary to realize the purposes of LIHEAP;

5. That major and material changes in the program and/or requirements which substantially affect the Contractor's and/or CSD's ability to fulfill their obligations or otherwise serve to create a substantial hardship on either the Contractor or CSD shall be subject to an amendment to this Agreement;

6. Contractor shall notify CSD within 10 working days of issuance of a CPN, if contractor is unable to fulfill its obligations under the new guidance;

7. That the parties' failure to execute a mutually acceptable amendment or CPN, as contemplated in subparagraph C 5 and C 6, in a reasonable period of time, shall result in this Agreement being without force and effect subject only to such provisions contained herein as are intended to survive the Agreement in accordance with the express and implied provisions of applicable federal and state law; and

8. That upon CSD's good faith determination, delivered to the Contractor by written notice that Agreement between the parties to any necessary amendment or CPN as contemplated in subparagraph C 5 and C 6 cannot be achieved, then this contract shall be "closed out" and the funds disposed in accordance with established CSD procedure and policy and as required under federal and state law.

E. The federal and state laws, regulations and other authorities referenced in this Section are hereby incorporated by reference into this Agreement. Copies may be accessed for reference at www.csd.ca.gov.

F. Contract Elements Integral to Agreement and Enforceability Conditions

1. Contractor shall provide the following documents, satisfactory to CSD in form and substance, together with an executed copy of this Agreement before CSD executes and returns the Agreement to Contractor for implementation:

a. Federal Funding Accountability and Transparency Act Report (CSD 279);

b. Certification Regarding Lobbying/Disclosure of Lobbying Activities;

c. Contractor Certification Clause (CCC-04/2017);

d. Current Insurance or Self-Insurance Authority Certification;

e. Board Resolution authorizing execution of this Agreement;

f. Agency Local Plan (referenced in Part II, Article 7.1);

g. LIHEAP Production Plan, CSD 622 (referenced in Part II, Article 5.7); and

h. Agency Staff and Board Roster (CSD 188).

2. The Plan and forms must be completed by Contractor before CSD will execute the Agreement and Contractor is authorized to commence work. CSD will not forbear from executing this Agreement pending its own review and final approval of Contractor's submission, provided Contractor acts in good faith to rectify any outstanding issues associated with the Plan or forms. The approved Plan and forms shall become part of this Agreement.

G. Contractor's signature affixed hereon shall constitute a certification that to the best of Contractor's ability and knowledge it will, unless exempted, comply with the provisions set forth in Part II, Article 11, Section 11.1, "Certifications" of this Agreement.

1.6 Duplication of Services

Dwellings that have received Low Income Weatherization Program (LIWP) funded energy efficiency measures do not qualify for additional energy efficiency measures under this Agreement, except for the following:

A. Assessment and installation of Health and Safety measures not installed through LIWP;

B. Reweatherization in accordance with LIHEAP program requirements;

C. Call-backs in accordance with LIHEAP program requirements;

D. Emergency Heating and Cooling Services in accordance with the LIHEAP program requirements; or

E. CSD shall prepare and make available to Contractor a list of LIWP dwellings that have been weatherized.

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ARTICLE 2 – CONTRACT CONSTRUCTION, ADMINISTRATION, PROCEDURE

2.1 Base Contract and Whole Agreement

A. This Agreement consists of two parts, which together constitute the whole agreement between CSD and Contractor.

B. Part I is the "Base Contract" which consists of the following:

1. The face sheet (Form STD. 213) which specifies:
    a. the parties to the Agreement;
    b. the term of the Agreement;
    c. the maximum dollar amount of the Agreement; and
    d. the authorized signatures and dates of execution.

2. The Preamble, Article 1 and Article 2

3. Zip Code Cross-Reference, if Contractor's Service Area is defined in whole or in part by ZIP Codes.

C. Part II consists of the "Administrative and Programmatic Provisions" which are comprised of Subparts A through H, including specified requirements, obligations, provisions, procedures, guidance, forms and technical materials, necessary for program implementation.

D. Agreed upon Contract Execution Provisions and Procedures

1. Only Part I, the Base Contract, will be exchanged by the parties for execution with original signatures, fully executed copies being retained by each party.

2. Part II, Administrative and Programmatic Provisions is hereby incorporated by reference into this Agreement, is an essential part of the whole Agreement, and is fully binding on the parties.

3. CSD shall maintain a certified date-stamped "hard copy" of Part II for inspection by Contractor during normal business hours, as well as a date-stamped, edit restricted, version of Part II on CSD's "Provider Website," which may be accessed by Contractor, "down-loaded" and printed at Contractor's option.

4. Neither Part I nor Part II of this Agreement may be changed or altered by any party, except by a formal written, fully executed amendment, or as

provided in paragraph C, in Section 1.5 with respect to program guidance, or as provided Section 3.2 of Part II, Subpart A, Article 3, with respect to minor modifications. Upon such amendment of any provision of Part II, the amended version shall be date-stamped and locked-down until such time as a subsequent Agreement or amendment is executed by the parties.

2.2 State Contracting Requirements – "General Terms and Conditions, GTC 04/2017"

In accordance with State contracting requirements, specified contracting terms and conditions are made a part of this agreement. The provisions in their entirety are found in Part II, Subpart F of this Agreement and are fully binding on the parties in accordance with state law.

2.3 Contractor's Option of Termination

A. Notwithstanding the provisions of paragraph C of Section 1.5, Contractor may, at Contractor's sole option, elect to terminate this contract in lieu of adherence to the procedures set out in paragraph C of section 1.5, should Contractor determine that any subsequent program guidance or proposed amendment to the contract is unjustifiably onerous or otherwise inimical to Contractor's legitimate business interests and ability to implement the contract in an effective and reasonable manner, PROVIDED:

1. Such notice of termination is in writing and will be effective 30 days after receipt by CSD, delivered by U.S. Certified Mail, Return Receipt Requested; and

2. Notice contains a statement of the reasons for termination with reference to the specific provision(s) in the program guidance or proposed amendment in question.

B. Contractor shall be entitled to reimbursement for all allowable costs incurred prior to termination of the contract. Such reimbursement shall be in accordance with the program guidance and contract provisions in effect at the time the cost was incurred.

C. Contractor shall, within 60 days of termination, closeout the contract in accordance with contractual closeout procedures.

D. CSD may at its option procure a temporary replacement provider, and may at its option, designate a permanent replacement provider for Contractor's service area in accordance with federal and state law.

2.4 Budget Contingencies

STANDARD AGREEMENT
PARTS I & II – ENTIRE CONTRACT

A. State Budget Contingency

1. It is mutually agreed that if funds are not appropriated for implementation of LIHEAP through the State budget process or otherwise, whether in the current year and/or any subsequent year covered by this Agreement, this Agreement shall be of no further force and effect. Upon written notice to Contractor by CSD that no funds are available for contract implementation, the Agreement shall be terminated, and CSD shall have no obligation to pay Contractor or to furnish other consideration under this Agreement and Contractor shall not be obligated for performance.

2. If program funding for any fiscal year is reduced to such degree that CSD reasonably determines that the program cannot be implemented effectively, CSD shall at its sole discretion have the option either to terminate this Agreement upon written notice to Contractor or, in the alternative, to offer and negotiate an amendment addressing the reduced funding. If the parties fail to reach agreement on such amendment, CSD may at its option give written notice of termination without further obligation by either party except for contract closeout obligations and final settlement.

B. Federal Budget Contingency

1. The parties agree that because of uncertainty in the federal budget process, this Agreement may be executed before the availability and amounts of federal funding can be ascertained, in order to minimize delays in the provision of services and the distribution of funds. The parties further agree that the obligations of the parties under this Agreement are expressly contingent on adequate funding being made available to CSD by the United States Government.

2. If federal funding for any fiscal year is reduced to such degree that CSD reasonably determines that the program cannot be implemented effectively, CSD shall at its sole discretion have the option either to terminate this Agreement upon written notice to Contractor or, in the alternative, to offer and negotiate an amendment addressing the reduced funding. If the parties fail to reach agreement on such amendment, CSD may at its option give written notice of termination without further obligation by either party except for contract closeout obligations and final settlement.

3. If federal funding authorities condition funding on any obligations, restrictions, limitations, or conditions not existent when this Agreement was executed, this Agreement shall be amended by mutual agreement for compliance with such obligations, restrictions, limitations or conditions.

Failure of the parties to reach agreement on such amendment shall render this Agreement without force and effect.

4. Subject to the provisions of subparagraph B 2, CSD shall authorize expenditures of funds under this Agreement based on any Continuing Resolution appropriations that are adequate for the purpose. CSD shall notify the Contractor in writing of authorized interval funding levels.

2.5 Miscellaneous Provisions

A. Assignment. Neither this Agreement nor any of the rights, interests, or obligations under this Agreement shall be assigned by any party without the prior written consent of the other parties, except in the case where responsibility for program implementation and oversight may be transferred by CSD to another State agency. In the event of such transfer, this Agreement is binding on the agency to which the program is assigned.

B. Merger/Entire Agreement. This Agreement (including the attachments, documents and instruments referred to in this Agreement) constitutes the entire agreement and understanding of the parties with respect to the subject matter of this Agreement and supersedes all prior understandings and agreements, whether written or oral, among the parties with respect to such subject matter.

C. Severability. If any provision of this Agreement be invalid or unenforceable in any respect for any reason, the validity and enforceability of any such provision in any other respect and of the remaining provisions of this Agreement will not be in any way impaired and shall remain in full force and effect.

D. Notices. Unless otherwise provided herein, notice given by the parties shall be in writing, delivered personally, by United States mail, or by overnight delivery service (with confirmation). Certain reporting and other communications may be delivered electronically as specified by CSD or as is customary between the parties. Notice shall be delivered as follows:

1. To Contractor's address of record; and

2. To CSD at:
Department of Community Services and Development
2389 Gateway Oaks Drive, Suite 100
Sacramento, CA 95833

COMMUNITY ACTION PARTNERSHIP OF KERN
MEMORANDUM

To: Budget and Finance Committee

From: Kerri Davis, Business Manager

Date: September 20, 2019

Subject: *Agenda Item 5f:* Energy Appliance Subcontractor Contracts – ***Action Item***

Background

At the August 21st Board meeting the proposed contracts were present to the Board for approval. After much discussion it was determined additional information was required prior to acting. Board Member Jimmy Childress met with staff to discuss the process and any concerns identified. Staff addressed the concerns and will use the guidance given to ensure a comprehensive package is presented to the Board to show the entire process. The following is a narrative of that process conducted and attached are the documents to support the selection of the five contractors to be awarded.

Process

On May 23, 2019, a Request for Proposals (RFP) in accordance with the Office of Management and Budget (OMB) Uniform Guidance was issued seeking multiple qualified contractors with EPA Certifications and Class C-20 Contractor licenses to provide replacement of gas and electric appliances including wall furnaces, heaters, dual-pac rooftop units, forced air units, rooftop heat pumps, split systems, mobile home split systems, ductwork, thermostats, evaporative coolers, window air conditions, water heaters and stoves for the Energy Department. The RFP was sent to 14 vendors that were determined to be qualified potential vendors, as well as posted on the CAPK website and sent to the Kern County Builders Exchange. Six (6) proposals were received on a timely basis, of the six, five were fully responsive with the requirements contained in the RFP.

A comprehensive bid analysis was compiled for each of the proposing vendors and it was determined that it is in the best interest of CAPK to enter into Contract for Services Agreements with five (5) vendors for a term of three (3) years (October 1, 2019 through September 30, 2022). This will enable the Energy Department to efficiently complete the six hundred plus homes that are weatherized during a program year.

The Bid Scoring sheet, attached, has been designed to identify the top three lowest priced vendors for each item. Of the three vendors for each item the lowest bid will be selected first. If the vendor with the lowest price is unavailable for the requested schedule and the schedule cannot be adjusted, the vendor with the second lowest price will be contacted to provide the work and so on. In extreme cases where production needs to be increased to ensure timely completion, staff may utilize a vendor with the fourth highest cost if no other vendor is available. No vendor will be used that provided a price that exceeds CSD maximums.

All appliances proposed by vendors are within the standard range of brand quality which have a useful life between 15 and 18 years. CAPK inspectors review the appliances installed to ensure the appliances are the correct brand and model.

All vendors have had their licenses, insurance certificates as well as their debarment status verified by the Business Services Department prior to requesting approval of contracts.

Each of the Agreements contains a “not to exceed” amount of $500,000 over the three (3) year term, which requires approval of the Board of Directors.

Recommendation

After a fair and equitable process was conducted to ensure comparable pricing as well as qualifications of all vendors, staff recommends that the committee approve each of the Contract for Services Agreements and authorizes the Chief Executive Officer to execute the Agreements.

Attachments:
Request for Proposal
Proposals from each vendor
Bid Scoring sheet
Vendor list
Contracts for Service Agreements for Five (5) Vendors

REQUEST FOR PROPOSALS (RFP)
FOR
SUBCONTRACTOR - APPLIANCES

Request For Proposal Number: CAPK Energy 2019-001
May 23, 2019



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

Proposals Due by 2:00 p.m., June 10, 2019

RFP Proposal Checklist (mandatory)

Proposal Title CAPK Energy 2019-001 – Subcontractor - Appliances		Due Date June 10, 2019	
Primary Contact		Title	
Company		Phone	Fax
Address	City	State or Province	Zip
Secondary Contact		Title	
Company		Phone	Fax
Address	City	State or Province	Zip

THE PRIME VENDOR MUST SIGN THIS FORM BELOW and ANSWER THE FOLLOWING QUESTIONS:

Do you accept all Terms and Conditions in the RFP? (if no, explain on separate page) ___ Yes ___ No

Have you been Debarred or Suspended as per Title 49, Code of Federal Regulations, Part 29? ___ Yes ___ No

Are you a Minority or Women-Owned Business Enterprise? ___ Yes ___ No

Are you submitting the required number of originals and copies? (See proposal instructions.) ___ Yes ___ No

ON WHAT PAGE IN YOUR PROPOSAL CAN THESE ITEMS BE FOUND?

Section II Special Conditions D. Technical Proposal Information:			
Vendor's experience and capabilities information	___	Completed and Signed Bid Form	___
Organization, size and structure	___	References	___
Conflict of Interest statement	___	CA State Contractor's License	___
Warranty Information	___	EPA Certification	___
		Vendor Information Sheet	___
		W-9	___

AUTHORIZED SIGNATURE & CERTIFICATION

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 under all applicable Federal, state and local laws and regulations pertaining to labor standards. 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.

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 PROPOSAL (RFP) CAPK ENERGY 2019-001
SUBCONTRACTOR – APPLIANCES

I. GENERAL CONDITIONS

A. **Purpose:** This Request for Proposals (RFP) is to obtain the services of a qualified contractor or contractors with an EPA Certification and Class C-20 Contractor license (hereinafter referred to as "Vendor") to provide replacement of gas and electric appliances, including wall furnaces, heaters, dual pac rooftop units, forced air units (FAU), rooftop heat pumps, split systems, mobile home split systems, ductwork, thermostats, evaporative coolers, window air conditioners, water heaters and stoves for Community Action Partnership of Kern ("CAPK").

B. **Instructions for Proposal Submission**

1. **Closing Submission Date:** Proposals must be submitted not later than **2:00 PM, Thursday, June 10, 2019**.

2. **Inquiries:** Inquiries concerning this RFP should be directed to Kerri Davis, Business Manager, at procurement@capk.org or 661.336.5236 extension 1122.

3. **Conditions of Proposal:** All costs incurred in the preparation of a proposal responding to this RFP will be the sole responsibility of 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.

4. **Instruction to Prospective Vendors:** Your proposal should be addressed as follows:

   Community Action Partnership of Kern
   Subcontractor – Appliances RFP CAPK Energy 2019-001
   ATTN: Kerri Davis, Business Services
   5005 Business Park North
   Bakersfield, CA 93309

It is important that the Vendor's proposal be submitted in a sealed envelope clearly marked in the lower left-hand corner with the following information: For Subcontractor - Appliances RFP# CAPK ENERGY 2019-001.

It is the responsibility of the Vendor to ensure that CAPK receives the proposal by the date and time specified above.

Late proposals will not be considered. Proposals transmitted by facsimile or electronically submitted must be received prior to due date and time. **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 alternatives in addition to the information requested in the formatted RFP. The alternatives, however, must be fully explainable and in written form.

C. **Right to Reject**: CAPK reserves the right to reject any and all proposals received in response to this RFP. A 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, and to determine what constitutes an irregularity or informality.

D. **U.S. ENVIRONMENTAL PROTECTION AGENCY (EPA) CERTIFICATION:** VENDORS ARE REQUIRED TO OBTAIN AN EPA CERTIFICATION IN ORDER TO CONDUCT BUSINESS WITH CAPK.

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 vendor, if it meets the definition of "small business" as established by the Small Business Administration (13 CFR 121.3-8), by having average annual receipts for the last three fiscal years of less than four million dollars.

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.

ATTACHED BID FORM IS TO BE SUBMITTED WITH PROPOSAL.

G. **Date Available to Start:** Date available to start is a part of the consideration and must be stated in definite terms and must be adhered to.

H. **Schedule For Selection:** CAPK anticipates, but does not guarantee, the below timeline.

CAPK ENERGY 2016-001 – Subcontractor - Appliances	
Date	**Event**
5/23/19	Request For Proposal sent to Vendors
5/29/19	Due date for questions from Vendors
6/3/19	Response to questions emailed to Vendors
6/10/2019 at 2:00 PM	**Due date for proposals by Vendors**
June 27, 2019	Contract(s) Awarded

I. **Authorized Proposals:** All proposals must be dated and signed by a responsible officer or employee of Vendor. All proposals must have the Vendor's name clearly indicated in the proposal.

J. **Notification of Award:** CAPK reserves the right to make awards to multiple Vendors under this RFP. CAPK anticipates, but does not guarantee, that finalists will be selected June 27, 2019 and that the contract(s) (the "Contract") will be awarded a short time thereafter. Award will be made to responsible Vendor(s) whose service, reputation, and cost is most compatible with CAPK. CAPK will be the sole judge in making this determination.

II. SPECIAL CONDITIONS

A. Background: CAPK is seeking to find a Vendor or Vendors to provide replacement and/or repair of gas and electric appliances, including wall furnaces, heaters, dual pac rooftop units, forced air units (FAU), rooftop heat pumps, split systems, mobile home split systems, ductwork, thermostats, evaporative coolers, window air conditioners, water heaters and stoves. The purpose of this RFP is to provide a method of selection and the basis for negotiating the Contract to perform such services. The Contract term would be through June 30, 2021.

Vendors must demonstrate prior similar experience, a minimum of five (5) years of operation in the present form of business organization; prior similar experience of the Vendor's sub-contractors; and extensive experience on comparable projects of key personnel assigned to this project.

B. Selection: 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 response to the RFP.

C. Scope of Work: Vendor is to provide all items as described below and in further detail on Bid Form CAPK Energy 2019-001, including material, labor and permit, and as more specifically described in Bid Form CAPK Energy 2019-001:

- Furnaces, heaters, air conditioning units and evaporative coolers: Bid is to include: permit, complete change out installation, removal and disposal of removed appliance, clean-up of debris created during installation, line valve, connector, wall thermostat (heat only) and complete vent system.
- Water Heaters: Bid is to include: permit, installation, removal and disposal of removed appliance, clean-up of debris created during installation, gas line valve, gas connector, flex water connectors, ¾" water gate valve and vent materials to existing ceiling jack. All water heaters must be secured to structure top and bottom for earthquake strapping.
- Ranges and cooktops: Bid is to include permit, removal and disposal of old range, clean-up of debris created during installation and installation of line valve and connector.

D. **Technical Proposal Information:**

1. Describe Vendor's experience and capabilities with regard to non-profit agencies.

2. List the name(s) and professional qualifications of the primary staff that will be assigned to CAPK's account.

a. Include job title, current responsibilities, total years' experience, years with Vendor, degrees and certifications, professional affiliations, and any other relevant information.

b. Provide a list of other key personnel who will be assigned to CAPK's account.

c. Describe any services or portion of services that will be performed by a subcontractor and provide relevant information on such company's qualifications and personnel.

E. **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.

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

G. **Fee Proposal/Bid Form:** All proposals must state the maximum total price for each of the items on Bid Form CAPK ENERGY 2019-001. The Bid Form must be completed and submitted with Vendor's proposal.

H. **Warranty:** Warranty information for material and labor are to be included.

I. **Appendix:** As an appendix, provide the following:

1. Page 2, Proposal Checklist.

2. Signed Bid Form RFP CAPK Energy 2019-001 (Bid Form Pages 8-14).

3. Three references who can comment on the past performance of Vendor. **References are to include telephone, facsimile and e-mail.**

4. Copies of current California State Contractor's License and EPA Certification.

5. Page 14 completed Vendor Profile Sheet.

6. Page 15, completed and signed Vendor Information Sheet

7. Page 17-19, signed copy of CAPK Additional Terms and Conditions

8. Page 16, completed and signed W-9.

9. In a separate document provide the following information:

a. A detailed explanation of the materials/appliances quoted.

b. Warranty Information for material and labor.

c. Conflict of Interest statement.

III. PROPOSAL EVALUATION

A. **Submission of Proposals:** All proposals shall include one (1) original, one (1) complete copy of Vendor's response, as well as one (1) electronic copy. 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 Procedure:** Proposals will be reviewed, and Vendors will be evaluated based on their relative rankings in each area of the proposal. This is a NEGOTIATED procurement and as such, award will not necessarily be made to the Vendor(s) submitting the lowest priced proposal. Award will be made to the Vendor(s) submitting the best responsive proposal satisfying CAPK's requirements, price and other factors considered.

The selection process is designed to ensure that the Vendor's services/products are selected on the basis of demonstrated competence and qualifications for the type of services to be performed and at fair and reasonable prices for CAPK.

D. **Bid Proposals:** The Selection Committee will consider the reasonableness of all proposals.

E. **Solicitation Caveat:** CAPK reserves the right to terminate this RFP after three (3) days (72-hours) notice to all prospective proposers.

F. **Right to Reject:** 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 the Vendor can propose.

CAPK shall be solely responsible for awarding the Contract(s).

G. **Signature:** The proposal and all documents required of Vendor must be signed in the name of the Vendor and must bear the signature of the person duly authorized to sign these documents. Where indicated, if Vendor is a corporation, the legal name of the corporation shall first be set forth, followed by a signature of the chairman of the board, president, vice president or secretary, if duly authorized to sign on behalf of the corporation. The signature line shall also include the title of such signatory below the signature. Where indicated, in the event that the Vendor is a joint venture or partnership, the proposal and all documents shall be signed by a duly authorized representative of the joint venture or partnership. If Vendor is an individual, his/her signature shall be placed on such documents.

H. **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. **No proposal shall be withdrawn for a period of 60 days subsequent to the opening of the proposals.**

I. **Contractor's License:** If, at the time of the bid opening date and time, Vendor is not properly licensed to perform the project in accordance with Division 3, Chapter 9, of the Business and Professions Code of the State of California, such bid will be rejected as non-responsive. Pursuant to Business and Professions Code Section 7028.15. No payment shall be made for work or materials under the Contract unless and until the Registrar of Contractors verifies to CAPK that the Vendor was properly licensed at the time the bid was submitted. Any Vendor not so licensed is subject to penalties under the law and the Contract will be considered void.

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 worker's compensation insurance.

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

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 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 terms of the Contract.

b. Contain an additional insured endorsement in favor 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 Bests' 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 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 this Contract whether or not caused in part by a party indemnified hereunder, except as limited by California Civil Code Section 2782.

E. **Administrative Requirements:**

1. **Financial Management:** Vendor agrees to comply with 200 CFR Part 327 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.
2. **Audits and Inspections:** All Vendor records with respect to any matters covered by this Contract shall be made available to CAPK, its designee or the Federal government, at any time during normal business hours, as often as CAPK deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Vendor within 30 days after receipt by it. Failure of Vendor to comply with the above audit requirements will constitute a violation of the Contract.

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 ensure 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.

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RFP CAPK Energy 2019-001
SUBCONTRACTOR - APPLIANCES
BID FORM

Unit Price Quote:

Please provide a unit price quote for each of the items listed below. **The price quote must be a total cost including material, labor and permit.** The complete job includes the new appliance, installation and removal and disposal of the removed appliance, and cleanup of debris created during the installation. Price quotes should be for a normal installation. Additional charges for unusual situations are handled on a case-by-case basis.

All pricing should include crane rental, permit, Hers duct test and certificate where applicable, as well as the removal and disposal of all the old equipment and trash.

1. **SMOKE AND CARBON MONOXIDE DETECTORS**
   - Smoke detector $____
   - Carbon monoxide detector $____
   - Combination smoke detector and carbon monoxide detector $____

2. **WALL FURNACE**
   Remove existing wall furnace and vent system (metal). Install new wall furnace with 78% efficiency, vent system and gas flex and valve at furnace location.
   - Single sided – 35,000 BTU $____
   - Double sided – 50,000 BTU $____

3. **HEATER - EXTERIOR WALL DIRECT VENT**
   Remove existing direct vent heater and install a new direct vent heater with 78% efficiency, a new gas flex and valve.
   - Heater – 35,000 BTU $____
   - Heater – 50,000 BTU $____

4. **HEATER – FLOOR FURNACE**
   Remove existing floor furnace and install new floor furnace, no floor cutting required. Replace horizontal metal vent (4') to existing vertical vent, and gas flex and valve.
   - Floor furnace – 60,000 BTU $____

5. **DUAL PAC ROOFTOPS (14 SEER, R410A, SINGLE PHASE)**

   Remove the existing rooftop system and stand. Install a new transition, angle iron stand and rooftop system. Install a new electrical disconnect, gas flex and valve and condensate drain in copper.
   - 2 ton $____
   - 2.5 ton $____
   - 3 ton $____
   - 3.5 ton $____
   - 4 ton $____

- 5 ton $_____

6. **FORCED AIR UNIT (FAU) UP FLOW**

Remove the existing FAU and install a new up flow high efficiency (80% or higher AFUE rating) FAU, closet installation, adapt to existing supply plenum. No duct work required. (Closet alteration for free air requirements to be bid separately on an individual basis.)

- 40,000 BTU $_____
- 60,000 BTU $_____
- 75,000 BTU $_____
- 80,000 BTU $_____

7. **FORCED AIR UNIT (FAU) HORIZONTAL FLOW**

Remove the existing FAU and install a new horizontal high efficiency (80% or higher AFUE rating) FAU in the attic with existing legal platform: Attic access 30" x 30". Adapt to existing supply and return plenums, vent into the existing roof stack.

- 40,000 BTU $_____
- 60,000 BTU $_____
- 75,000 BTU $_____
- 80,000 BTU $_____

8. **ROOFTOP HEAT PUMPS (14 SEER, R410A, SINGLE PHASE)**

Remove the existing rooftop system and stand. Install a new transition, angle iron stand and rooftop system. Install a new electrical disconnect and condensate drain in copper.

- 2 ton $_____
- 2.5 ton $_____
- 3 ton $_____
- 3.5 ton $_____
- 4 ton $_____
- 5 ton $_____

9. **SPLIT SYSTEM GAS/ELECTRIC**

Remove the existing up flow split system and install a new up flow high efficiency (80% or higher AFUE rating) split system, closet installation, adapt to existing supply plenum. Flush the line set and reconnect with a liquid line drier, install all new venting, no duct work is required. (Closet alteration for free air requirements to be bid separately on an individual basis.)

CONDENSERS (14 SEER, R410A, SINGLE PHASE)

- 2 ton $_____
- 2.5 ton $_____
- 3 ton $_____
- 3.5 ton $_____
- 4 ton $_____
- 5 ton $_____

FURNACES UP FLOW (80% or higher AFUE Rating; 15 Volts)

- 2 ton; 40,000 BTU $_____
- 3 ton; 70,000 BTU $_____
- 4 ton; 90,000 BTU $_____
- 5 ton; 110,000 BTU $_____

EVAPORATOR COIL (14 SEER, R410A, UP FLOW)

- 2 ton $_____
- 2.5 ton $_____
- 3 ton $_____
- 3.5 ton $_____
- 4 ton $_____
- 5 ton $_____

10. **SPLIT SYSTEM HEAT PUMPS**

Remove the existing up flow heat pump split system and install a new up flow heat pump split system, closet installation, adapt to existing supply plenum. Flush the line set and reconnect with a bi flow drier, no duct work is required.

CONDENSER (14 SEER, R410A, SINGLE PHASE)

- 2 ton $_____
- 2.5 ton $_____
- 3 ton $_____
- 3.5 ton $_____
- 4 ton $_____
- 5 ton $_____

AIR HANDLERS (14 SEER, R410A, SINGLE PHASE W/HEAT STRIP)

- 2 ton $_____
- 2.5 ton $_____
- 3 ton $_____
- 3.5 ton $_____
- 4 ton $_____
- 5 ton $_____

11. **MOBILE HOME SPLIT SYSTEM DOWN FLOW**

Remove the existing down flow split system and install a new down flow high efficiency (80% or higher AFUE rating) split system, adapt to existing supply plenum. Flush the line set and reconnect with a liquid line drier, install all new venting, no duct work required.

CONDENSER (14 SEER, R410A, SINGLE PHASE)

- 2 ton $_____
- 2.5 ton $_____
- 3 ton $_____
- 3.5 ton $_____
- 4 ton $_____
- 5 ton $_____

FURNACE (80% EFFICIENCY -- DOWN FLOW FURNACE MOBILE HOME APPROVED

- 56,000 BTU $
- 70,000 BTU $
- 77,000 BTU $
- 90,000 BTU $

EVAPORATOR COIL (14 SEER, R410A, DOWN FLOW)

- 2 ton $
- 2.5 ton $
- 3 ton $
- 3.5 ton $
- 4 ton $
- 5 ton $

12. **MOBILE HOME SPLIT SYSTEM UP FLOW**

Remove the existing up flow split system and install a new up flow high efficiency (80% or higher AFUE rating) split system, closet installation, adapt to existing supply plenum. Flush the line set and reconnect with a liquid line drier, install all new venting, no duct work is required. (Closet alteration for free air requirements to be bid separately on an individual basis.)

CONDENSER (14 SEER, R410A, SINGLE PHASE)

- 2 ton $
- 2.5 ton $
- 3 ton $
- 3.5 ton $
- 4 ton $
- 5 ton $

FURNACE (80% EFFICIENCY -- UP FLOW FURNACE MOBILE HOME APPROVED

- 56,000 BTU $
- 70,000 BTU $
- 77,000 BTU $
- 90,000 BTU $

EVAPORATOR COIL (14 SEER, R410A, UP FLOW)

- 2 ton $
- 2.5 ton $
- 3 ton $
- 3.5 ton $
- 4 ton $
- 5 ton $

13. **DUCTWORK**

Duct work is to be priced by the linear foot, including the labor cost per foot.

- 4”- 5” flexible ductwork – R6 $
- 6” - 7” flexible ductwork – R6 $
- 8” - 9” flexible ductwork – R6 $
- 10” - 12” flexible ductwork – R6 $

- 14” - 16” flexible ductwork – R6 $
- 18” - 20” flexible ductwork – R6 $

14. **THERMOSTAT**

Remove the old thermostat and Install a new programmable thermostat.

- 5-2 Day Programmable $

15. **EVAPORATIVE COOLER – ROOF**

Remove the old down flow cooler and install a new 4500 CFM down flow cooler with a new ½ horsepower single speed motor, install a new ¼” copper water line and shut off valve, install a new metal leg kit. $

16. **EVAPORATIVE COOLER – WINDOW**

Remove the old window cooler and install a new 4500 CFM window cooler, install a new ¼” copper water line and shut off valve, install a new chain hanging kit, seal around the window opening, if needed $

17. **AIR CONDITIONER – WINDOW**

Remove the old window air conditioner and install a new 12K BTU window air conditioner 115 volts straight cooling, install a new chain hanging kit, seal around the window opening, if needed. $

18. **HOT WATER HEATER – ELECTRIC, NATURAL GAS OR PROPANE**

Include in your price quote new water heater gas line valve, gas connector, flex water connectors, ¾” water gate valve and vent materials to existing ceiling jack. All water heaters must be secured to structure top and bottom for earthquake strapping. Price quotes are to include permit costs, if applicable.

- 30-gallon water heater installed in garage on existing 18" platform $
- 40-gallon water heater installed in garage on existing 18" platform $
- Construction and installation of new 18" platform $
- 30-gallon water heater installed outside on existing concrete pad in existing metal cabinet enclosure $
- 40-gallon water heater installed outside on existing concrete pad in existing metal cabinet enclosure $
- Construction and installation of new outside cabinet enclosure, with concrete pad and new vent system extending above roof caves $
- 30-gallon water heater installed in indoor cabinet enclosure $
- 40-gallon water heater installed in indoor cabinet enclosure $
- 30-gallon water heater installed in indoor open area (i.e., laundry room) $
- 40-gallon water heater installed in indoor open area (i.e., laundry room) $
- Cost per foot for additional piping, installed
  - Copper 3/4" $
  - Galvanized 3/4" $

19. **FREE STANDING RANGE – ELECTRIC (220 Volt), COOK TOP (GAS, ELECTRIC, PROPANE)**

All counter tops and 30" free-standing ranges will be provided by the Contractor. Incidental charges for other than "kind for kind" installations are handled on an individual job basis and are to be quoted and billed separately.

All installations will include removal and disposal of old range, installation of line valve and connector. Price quotes are to include permit costs, if applicable.

- 30" free-standing range $ _____
- 4-burner countertop unit with electric ignition, requiring no incidental work (straight drop in) $ _____

20. **ADDITIONAL SERVICES**

Hourly rate for Service Technician $ _____

Hourly rate for Two-man Service Crew $ _____

Mark-up for additional material not listed in per unit bids above (percentage) _____ %

Mileage charges (when applicable), not to exceed the IRS standard mileage rate $ _____

VENDOR:

_____

Company Name

_____

Signature

_____

Printed Name

_____

Date

VENDOR PROFILE SHEET

General Information:

1. Firm Name: _____ Phone No. _____
2. Contractor License

   Class C-10 Contractor License Number:_____

   Class C-20 Contractor License Number:_____

   Class C-36 Contractor License Number:_____

   List any other Licenses held Number:_____

   Name of License Holder: _____

   Relationship to Company: _____
3. U.S. Environmental Protection Agency (EPA) Certification #:_____
4. Name of Person(s) authorized to make financial and business decisions and sign legal documents:

   Name: _____ Title/Position:_____
5. How many years of experience does your company have? _____
6. Total number of employees:_____
7. Number of Repair/Replacement technicians you currently employ? _____
8. Number of furnaces you can repair per week:_____
9. Number of furnaces you can replace per week:_____
10. Number of water heaters can you replace per week:_____
11. Number of ranges you can replace per week:_____
12. Approximate number of days you can begin service at the capacity indicated above after execution of the Contract.

    CHECK ONE: a. 1-4 days ___ b. 5 days___ c. 2 weeks ___d. 3 weeks ___
13. Will you be able to respond to hazardous corrections or complaints within 48 hours and all other corrections within five working days after oral or written notification from the Agency?
14. If there any type of appliance your company is not equipped to repair or replace? Yes____ No____
15. If yes, please explain:_____
16. Is your company equipped to make incidental repair applicable to the installation of an appliance (i.e., drywall work, painting, etc.) yes_____ No _____
17. List your normal territory of operation:_____

Community Action Partnership of Kern
• Business Services Department •
5005 Business Park North, Bakersfield, CA 93309 • 661.336.5236 • procurement@capk.org

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 #: 6661 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: _____

Form **W-9**
(Rev. December 2014)
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.

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____

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.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

6 City, state, and ZIP code

7 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 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.

Social security number

___ - ___ - ____

or

Employer identification number

___ - _____

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 Signature of U.S. person ▶ Date ▶

General Instructions

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

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

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)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

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. See *What is FATCA reporting?* on page 2 for further information.

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 OR SUBCONTRACTING.** The Vendor may not assign or transfer the Agreement, 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 Agreement shall be binding upon any assignee or transferee. Any transfer shall be considered an addendum to the Agreement and must be included as such.
3. **TERMINATION FOR CONVENIENCE OF CAPK**. CAPK may terminate the Agreement 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 Agreement 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 Agreement 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 Agreement. 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 Agreement 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 Agreement 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 Agreement, including any claims for breach of the Agreement, 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 Agreement.
13. **RESPONSIBILITY.** If Vendor is part of a corporation, the individual or individuals who sign the

Agreement on behalf of the corporation are jointly responsible for performance of the Agreement.

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 Agreement, 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 Agreement while said employee is still employed by CAPK. No relative of an employee of CAPK may bid on an Agreement 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 Agreement 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. **DEBARMENT 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 Agreement.
    >
    > (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 Agreement.)
18. **INSURANCE REQUIREMENTS:** Vendor shall procure, furnish and maintain for the duration of the Agreement 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 Agreement.
f. Contain an additional insured endorsement in favor in favor of Community Action Partnership of Kern, its board, officers, agents, employees and volunteers.
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 Agreement, or insurance rated below Best's A:VII, must be declared prior to execution of the Agreement 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 Agreement 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 Agreement or cancel the Agreement if certificates of insurance and endorsements required have not been provided prior to the execution of the Agreement.

Signature **Date**

Print Name

Company Name

REQUEST FOR PROPOSALS (RFP)
FOR
SUBCONTRACTOR - APPLIANCES

Request For Proposal Number: CAPK Energy 2019-001
May 23, 2019



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

Proposals Due by 2:00 p.m., June 10, 2019

RFP Proposal Checklist (mandatory)

Proposal Title CAPK Energy 2019-001 – Subcontractor - Appliances	Due Date June 10, 2019
Primary Contact Erica Hurley	Title Vice President
Company Greer's Banner Air	Phone (661)-322-5858 Fax (661)-322-2042
Address 4115 Buck Owens #B City Bakersfield	State or Province CA Zip 93308
Secondary Contact Jessica Conrique	Title Office Manager
Company Greer's Banner Air	Phone (661)-322-5858 Fax (661)-322-2042
Address 4115 Buck Owens #B City Bakersfield	State or Province CA Zip 93308

THE PRIME VENDOR MUST SIGN THIS FORM BELOW and ANSWER THE FOLLOWING QUESTIONS:

Do you accept all Terms and Conditions in the RFP? (if no, explain on separate page)	✓ Yes ___ No
Have you been Debarred or Suspended as per Title 49, Code of Federal Regulations, Part 29?	___ Yes ✓ No
Are you a Minority or Women-Owned Business Enterprise?	___ Yes ✓ No
Are you submitting the required number of originals and copies? (See proposal instructions.)	✓ Yes ___ No

ON WHAT PAGE IN YOUR PROPOSAL CAN THESE ITEMS BE FOUND?

Section II Special Conditions D. Technical Proposal Information:		Completed and Signed Bid Form	13
Vendor's experience and capabilities information	21/25	References	20
Organization, size and structure	15	CA State Contractor's License	22
Conflict of Interest statement	24	EPA Certification	23
Warranty Information	21	Vendor Information Sheet	15 14
		W-9	16

AUTHORIZED SIGNATURE & CERTIFICATION

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 under all applicable Federal, state and local laws and regulations pertaining to labor standards. 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.

Signature 	Name Jessica Conrique
Title Office Manager	Organization Greer's Banner Air
Phone (661)-322-5858	Date 06/06/19

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 PROPOSAL (RFP) CAPK ENERGY 2019-001
SUBCONTRACTOR – APPLIANCES

I. GENERAL CONDITIONS

A. **Purpose:** This Request for Proposals (RFP) is to obtain the services of a qualified contractor or contractors with an EPA Certification and Class C-20 Contractor license (hereinafter referred to as "Vendor") to provide replacement of gas and electric appliances, including wall furnaces, heaters, dual pac rooftop units, forced air units (FAU), rooftop heat pumps, split systems, mobile home split systems, ductwork, thermostats, evaporative coolers, window air conditioners, water heaters and stoves for Community Action Partnership of Kern ("CAPK").

B. **Instructions for Proposal Submission**

1. **Closing Submission Date:** Proposals must be submitted not later than **2:00 PM, Thursday, June 10, 2019**.
2. **Inquiries:** Inquiries concerning this RFP should be directed to Kerri Davis, Business Manager, at procurement@capk.org or 661.336.5236 extension 1122.
3. **Conditions of Proposal:** All costs incurred in the preparation of a proposal responding to this RFP will be the sole responsibility of 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.
4. **Instruction to Prospective Vendors:** Your proposal should be addressed as follows:

   Community Action Partnership of Kern
   Subcontractor – Appliances RFP CAPK Energy 2019-001
   ATTN: Kerri Davis, Business Services
   5005 Business Park North
   Bakersfield, CA 93309

It is important that the Vendor's proposal be submitted in a sealed envelope clearly marked in the lower left-hand corner with the following information: For Subcontractor - Appliances RFP# CAPK ENERGY 2019-001.

It is the responsibility of the Vendor to ensure that CAPK receives the proposal by the date and time specified above.

Late proposals will not be considered. Proposals transmitted by facsimile or electronically submitted must be received prior to due date and time. **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 alternatives in addition to the information requested in the formatted RFP. The alternatives, however, must be fully explainable and in written form.

C. **Right to Reject**: CAPK reserves the right to reject any and all proposals received in response to this RFP. A 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, and to determine what constitutes an irregularity or informality.

D. **U.S. ENVIRONMENTAL PROTECTION AGENCY (EPA) CERTIFICATION:** VENDORS ARE REQUIRED TO OBTAIN AN EPA CERTIFICATION IN ORDER TO CONDUCT BUSINESS WITH CAPK.

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 vendor, if it meets the definition of "small business" as established by the Small Business Administration (13 CFR 121.3-8), by having average annual receipts for the last three fiscal years of less than four million dollars.

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.

ATTACHED BID FORM IS TO BE SUBMITTED WITH PROPOSAL.

G. **Date Available to Start:** Date available to start is a part of the consideration and must be stated in definite terms and must be adhered to.

H. **Schedule For Selection:** CAPK anticipates, but does not guarantee, the below timeline.

CAPK ENERGY 2016-001 – Subcontractor - Appliances	
Date	**Event**
5/23/19	Request For Proposal sent to Vendors
5/29/19	Due date for questions from Vendors
6/3/19	Response to questions emailed to Vendors
6/10/2019 at 2:00 PM	**Due date for proposals by Vendors**
June 27, 2019	Contract(s) Awarded

I. **Authorized Proposals:** All proposals must be dated and signed by a responsible officer or employee of Vendor. All proposals must have the Vendor's name clearly indicated in the proposal.

J. **Notification of Award:** CAPK reserves the right to make awards to multiple Vendors under this RFP. CAPK anticipates, but does not guarantee, that finalists will be selected June 27, 2019 and that the contract(s) (the "Contract") will be awarded a short time thereafter. Award will be made to responsible Vendor(s) whose service, reputation, and cost is most compatible with CAPK. CAPK will be the sole judge in making this determination.

II. SPECIAL CONDITIONS

A. Background: CAPK is seeking to find a Vendor or Vendors to provide replacement and/or repair of gas and electric appliances, including wall furnaces, heaters, dual pac rooftop units, forced air units (FAU), rooftop heat pumps, split systems, mobile home split systems, ductwork, thermostats, evaporative coolers, window air conditioners, water heaters and stoves. The purpose of this RFP is to provide a method of selection and the basis for negotiating the Contract to perform such services. The Contract term would be through June 30, 2021.

Vendors must demonstrate prior similar experience, a minimum of five (5) years of operation in the present form of business organization; prior similar experience of the Vendor's sub-contractors; and extensive experience on comparable projects of key personnel assigned to this project.

B. Selection: 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 response to the RFP.

C. Scope of Work: Vendor is to provide all items as described below and in further detail on Bid Form CAPK Energy 2019-001, including material, labor and permit, and as more specifically described in Bid Form CAPK Energy 2019-001:

- Furnaces, heaters, air conditioning units and evaporative coolers: Bid is to include: permit, complete change out installation, removal and disposal of removed appliance, clean-up of debris created during installation, line valve, connector, wall thermostat (heat only) and complete vent system.
- Water Heaters: Bid is to include: permit, installation, removal and disposal of removed appliance, clean-up of debris created during installation, gas line valve, gas connector, flex water connectors, ¾" water gate valve and vent materials to existing ceiling jack. All water heaters must be secured to structure top and bottom for earthquake strapping.
- Ranges and cooktops: Bid is to include permit, removal and disposal of old range, clean-up of debris created during installation and installation of line valve and connector.

D. **Technical Proposal Information:**

1. Describe Vendor's experience and capabilities with regard to non-profit agencies.
2. List the name(s) and professional qualifications of the primary staff that will be assigned to CAPK's account.
   a. Include job title, current responsibilities, total years' experience, years with Vendor, degrees and certifications, professional affiliations, and any other relevant information.

b. Provide a list of other key personnel who will be assigned to CAPK's account.

c. Describe any services or portion of services that will be performed by a subcontractor and provide relevant information on such company's qualifications and personnel.

E. **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.

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

G. **Fee Proposal/Bid Form:** All proposals must state the maximum total price for each of the items on Bid Form CAPK ENERGY 2019-001. The Bid Form must be completed and submitted with Vendor's proposal.

H. **Warranty:** Warranty information for material and labor are to be included.

I. **Appendix:** As an appendix, provide the following:

1. Page 2, Proposal Checklist.
2. Signed Bid Form RFP CAPK Energy 2019-001 (Bid Form Pages 8-14).
3. Three references who can comment on the past performance of Vendor. **References are to include telephone, facsimile and e-mail.**
4. Copies of current California State Contractor's License and EPA Certification.
5. Page 14 completed Vendor Profile Sheet.
6. Page 15, completed and signed Vendor Information Sheet
7. Page 17-19, signed copy of CAPK Additional Terms and Conditions
8. Page 16, completed and signed W-9.
9. In a separate document provide the following information:
   a. A detailed explanation of the materials/appliances quoted.
   b. Warranty Information for material and labor.
   c. Conflict of Interest statement.

III. PROPOSAL EVALUATION

A. **Submission of Proposals:** All proposals shall include one (1) original, one (1) complete copy of Vendor's response, as well as one (1) electronic copy. 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 Procedure:** Proposals will be reviewed, and Vendors will be evaluated based on their relative rankings in each area of the proposal. This is a NEGOTIATED procurement and as such, award will not necessarily be made to the Vendor(s) submitting the lowest priced proposal. Award will be made to the Vendor(s) submitting the best responsive proposal satisfying CAPK's requirements, price and other factors considered.

The selection process is designed to ensure that the Vendor's services/products are selected on the basis of demonstrated competence and qualifications for the type of services to be performed and at fair and reasonable prices for CAPK.

D. **Bid Proposals:** The Selection Committee will consider the reasonableness of all proposals.

E. **Solicitation Caveat:** CAPK reserves the right to terminate this RFP after three (3) days (72-hours) notice to all prospective proposers.

F. **Right to Reject:** 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 the Vendor can propose.

CAPK shall be solely responsible for awarding the Contract(s).

G. **Signature:** The proposal and all documents required of Vendor must be signed in the name of the Vendor and must bear the signature of the person duly authorized to sign these documents. Where indicated, if Vendor is a corporation, the legal name of the corporation shall first be set forth, followed by a signature of the chairman of the board, president, vice president or secretary, if duly authorized to sign on behalf of the corporation. The signature line shall also include the title of such signatory below the signature. Where indicated, in the event that the Vendor is a joint venture or partnership, the proposal and all documents shall be signed by a duly authorized representative of the joint venture or partnership. If Vendor is an individual, his/her signature shall be placed on such documents.

H. **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. **No proposal shall be withdrawn for a period of 60 days subsequent to the opening of the proposals.**

I. **Contractor's License:** If, at the time of the bid opening date and time, Vendor is not properly licensed to perform the project in accordance with Division 3, Chapter 9, of the Business and Professions Code of the State of California, such bid will be rejected as non-responsive. Pursuant to Business and Professions Code Section 7028.15. No payment shall be made for work or materials under the Contract unless and until the Registrar of Contractors verifies to CAPK that the Vendor was properly licensed at the time the bid was submitted. Any Vendor not so licensed is subject to penalties under the law and the Contract will be considered void.

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 worker's compensation insurance.

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

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 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 terms of the Contract.
    b. Contain an additional insured endorsement in favor 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 Bests' 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 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 this Contract whether or not caused in part by a party indemnified hereunder, except as limited by California Civil Code Section 2782.

E. **Administrative Requirements:**

1. **Financial Management:** Vendor agrees to comply with 200 CFR Part 327 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.
2. **Audits and Inspections:** All Vendor records with respect to any matters covered by this Contract shall be made available to CAPK, its designee or the Federal government, at any time during normal business hours, as often as CAPK deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Vendor within 30 days after receipt by it. Failure of Vendor to comply with the above audit requirements will constitute a violation of the Contract.

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 ensure 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.

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RFP CAPK Energy 2019-001
SUBCONTRACTOR - APPLIANCES
BID FORM

Unit Price Quote:

Please provide a unit price quote for each of the items listed below. **The price quote must be a total cost including material, labor and permit.** The complete job includes the new appliance, installation and removal and disposal of the removed appliance, and cleanup of debris created during the installation. Price quotes should be for a normal installation. Additional charges for unusual situations are handled on a case-by-case basis.

All pricing should include crane rental, permit, Hers duct test and certificate where applicable, as well as the removal and disposal of all the old equipment and trash.

1. **SMOKE AND CARBON MONOXIDE DETECTORS**
   - Smoke detector — Not awarded
   - Carbon monoxide detector — Not awarded
   - Combination smoke detector and carbon monoxide detector — Not awarded

2. **WALL FURNACE**
   Remove existing wall furnace and vent system (metal). Install new wall furnace with 78% efficiency, vent system and gas flex and valve at furnace location.
   - Single sided – 35,000 BTU — Not awarded
   - Double sided – 50,000 BTU — Not awarded

3. **HEATER - EXTERIOR WALL DIRECT VENT**
   Remove existing direct vent heater and install a new direct vent heater with 78% efficiency, a new gas flex and valve.
   - Heater – 35,000 BTU — $ N/A
   - Heater – 50,000 BTU — $ N/A

4. **HEATER – FLOOR FURNACE**
   Remove existing floor furnace and install new floor furnace, no floor cutting required. Replace horizontal metal vent (4') to existing vertical vent, and gas flex and valve.
   - Floor furnace – 60,000 BTU — $ N/A

5. **DUAL PAC ROOFTOPS (14 SEER, R410A, SINGLE PHASE)**
   Remove the existing rooftop system and stand. Install a new transition, angle iron stand and rooftop system. Install a new electrical disconnect, gas flex and valve and condensate drain in copper.
   - 2 ton — Not awarded
   - 2.5 ton — Not awarded
   - 3 ton — Not awarded
   - 3.5 ton — Not awarded
   - 4 ton — Not awarded

- 5 ton — $ 10,100.00

6. **FORCED AIR UNIT (FAU) UP FLOW**

Remove the existing FAU and install a new up flow high efficiency (80% or higher AFUE rating) FAU, closet installation, adapt to existing supply plenum. No duct work required. (Closet alteration for free air requirements to be bid separately on an individual basis.)

- 40,000 BTU — $2500.00
- 60,000 BTU — $2750.00
- 75,000 BTU — $3000.00
- 80,000 BTU — $3250.00

7. **FORCED AIR UNIT (FAU) HORIZONTAL FLOW**

Remove the existing FAU and install a new horizontal high efficiency (80% or higher AFUE rating) FAU in the attic with existing legal platform: Attic access 30" x 30". Adapt to existing supply and return plenums, vent into the existing roof stack.

- 40,000 BTU — $2500.00
- 60,000 BTU — $2750.00
- 75,000 BTU — $3000.00
- 80,000 BTU — $3250.00

8. **ROOFTOP HEAT PUMPS (14 SEER, R410A, SINGLE PHASE)**

Remove the existing rooftop system and stand. Install a new transition, angle iron stand and rooftop system. Install a new electrical disconnect and condensate drain in copper.

- 2 ton — $ 9250.00
- 2.5 ton — $9350.00
- 3 ton — $9300.00
- 3.5 ton — $9750.00
- 4 ton — $ 10200.00
- 5 ton — $ 10600.00

9. **SPLIT SYSTEM GAS/ELECTRIC**

Remove the existing up flow split system and install a new up flow high efficiency (80% or higher AFUE rating) split system, closet installation, adapt to existing supply plenum. Flush the line set and reconnect with a liquid line drier, install all new venting, no duct work is required. (Closet alteration for free air requirements to be bid separately on an individual basis.)

CONDENSERS (14 SEER, R410A, SINGLE PHASE)

- 2 ton — $3000.00
- 2.5 ton — $3250.00
- 3 ton — Not awarded
- 3.5 ton — Not awarded
- 4 ton — Not awarded
- 5 ton — Not awarded

FURNACES UP FLOW (80% or higher AFUE Rating; 15 Volts)

- 2 ton; 40,000 BTU — $2500.00
- 3 ton; 70,000 BTU — $2750.00
- 4 ton; 90,000 BTU — $3000.00
- 5 ton; 110,000 BTU — $3250.00

EVAPORATOR COIL (14 SEER, R410A, UP FLOW)

- 2 ton — $2100.00
- 2.5 ton — $2250.00
- 3 ton — $2500.00
- 3.5 ton — $2750.00
- 4 ton — $3000.00
- 5 ton — $3250.00

10. **SPLIT SYSTEM HEAT PUMPS**

Remove the existing up flow heat pump split system and install a new up flow heat pump split system, closet installation, adapt to existing supply plenum. Flush the line set and reconnect with a bi flow drier, no duct work is required.

CONDENSER (14 SEER, R410A, SINGLE PHASE)

- 2 ton — $3250.00
- 2.5 ton — $3500.00
- 3 ton — $3750.00
- 3.5 ton — $4000.00
- 4 ton — $4250.00
- 5 ton — $4500.00

AIR HANDLERS (14 SEER, R410A, SINGLE PHASE W/HEAT STRIP)

- 2 ton — $2750.00
- 2.5 ton — Not awarded
- 3 ton — Not awarded
- 3.5 ton — Not awarded
- 4 ton — Not awarded
- 5 ton — Not awarded

11. **MOBILE HOME SPLIT SYSTEM DOWN FLOW**

Remove the existing down flow split system and install a new down flow high efficiency (80% or higher AFUE rating) split system, adapt to existing supply plenum. Flush the line set and reconnect with a liquid line drier, install all new venting, no duct work required.

CONDENSER (14 SEER, R410A, SINGLE PHASE)

- 2 ton — $3000.00
- 2.5 ton — $3250.00
- 3 ton — Not awarded
- 3.5 ton — Not awarded
- 4 ton — Not awarded
- 5 ton — Not awarded

FURNACE (80% EFFICIENCY -- DOWN FLOW FURNACE MOBILE HOME APPROVED

- 56,000 BTU — $2500.00
- 70,000 BTU — $2750.00
- 77,000 BTU — $3000.00
- 90,000 BTU — $3250.00

EVAPORATOR COIL (14 SEER, R410A, DOWN FLOW)

- 2 ton — $2000.00
- 2.5 ton — $2250.00
- 3 ton — $2500.00
- 3.5 ton — $2750.00
- 4 ton — $3000.00
- 5 ton — $3250.00

12. **MOBILE HOME SPLIT SYSTEM UP FLOW**

Remove the existing up flow split system and install a new up flow high efficiency (80% or higher AFUE rating) split system, closet installation, adapt to existing supply plenum. Flush the line set and reconnect with a liquid line drier, install all new venting, no duct work is required. (Closet alteration for free air requirements to be bid separately on an individual basis.)

CONDENSER (14 SEER, R410A, SINGLE PHASE)

- 2 ton — $3000.00
- 2.5 ton — $3250.00
- 3 ton — $3500.00
- 3.5 ton — $3750.00
- 4 ton — $4000.00
- 5 ton — $4250.00

FURNACE (80% EFFICIENCY -- UP FLOW FURNACE MOBILE HOME APPROVED

- 56,000 BTU — $2500.00
- 70,000 BTU — $2750.00
- 77,000 BTU — $3000.00
- 90,000 BTU — $3250.00

EVAPORATOR COIL (14 SEER, R410A, UP FLOW)

- 2 ton — $2000.00
- 2.5 ton — $2250.00
- 3 ton — $2500.00
- 3.5 ton — $2750.00
- 4 ton — $3000.00
- 5 ton — $3250.00

13. **DUCTWORK**

Duct work is to be priced by the linear foot, including the labor cost per foot.

- 4"- 5" flexible ductwork – R6 — $TBD
- 6" - 7" flexible ductwork – R6 — $TBD
- 8" - 9" flexible ductwork – R6 — $TBD
- 10" - 12" flexible ductwork – R6 — $TBD

- 14" - 16" flexible ductwork – R6 — $TBD
- 18" - 20" flexible ductwork – R6 — $TBD

14. **THERMOSTAT**

Remove the old thermostat and Install a new programmable thermostat.

- 5-2 Day Programmable — Not awarded

15. **EVAPORATIVE COOLER – ROOF**

Remove the old down flow cooler and install a new 4500 CFM down flow cooler with a new ½ horsepower single speed motor, install a new ¼" copper water line and shut off valve, install a new metal leg kit. $1830.00

16. **EVAPORATIVE COOLER – WINDOW**

Remove the old window cooler and install a new 4500 CFM window cooler, install a new ¼" copper water line and shut off valve, install a new chain hanging kit, seal around the window opening, if needed $N/A

17. **AIR CONDITIONER – WINDOW**

Remove the old window air conditioner and install a new 12K BTU window air conditioner 115 volts straight cooling, install a new chain hanging kit, seal around the window opening, if needed. $ N/A

18. **HOT WATER HEATER – ELECTRIC, NATURAL GAS OR PROPANE**

Include in your price quote new water heater gas line valve, gas connector, flex water connectors, ¾" water gate valve and vent materials to existing ceiling jack. All water heaters must be secured to structure top and bottom for earthquake strapping. Price quotes are to include permit costs, if applicable.

- 30-gallon water heater installed in garage on existing 18" platform — $ N/A
- 40-gallon water heater installed in garage on existing 18" platform — $
- Construction and installation of new 18" platform — $
- 30-gallon water heater installed outside on existing concrete pad in existing metal cabinet enclosure — $
- 40-gallon water heater installed outside on existing concrete pad in existing metal cabinet enclosure — $
- Construction and installation of new outside cabinet enclosure, with concrete pad and new vent system extending above roof caves — $
- 30-gallon water heater installed in indoor cabinet enclosure — $
- 40-gallon water heater installed in indoor cabinet enclosure — $
- 30-gallon water heater installed in indoor open area (i.e., laundry room) — $
- 40-gallon water heater installed in indoor open area (i.e., laundry room) — $
- Cost per foot for additional piping, installed
  - Copper 3/4" — $
  - Galvanized 3/4" — $

19. **FREE STANDING RANGE – ELECTRIC (220 Volt), COOK TOP (GAS, ELECTRIC, PROPANE)**

All counter tops and 30" free-standing ranges will be provided by the Contractor. Incidental charges for other than "kind for kind" installations are handled on an individual job basis and are to be quoted and billed separately.

All installations will include removal and disposal of old range, installation of line valve and connector. Price quotes are to include permit costs, if applicable.

- 30" free-standing range $ N/A
- 4-burner countertop unit with electric ignition, requiring no incidental work (straight drop in) $ N/A

20. **ADDITIONAL SERVICES**

Hourly rate for Service Technician $ 140.00

Hourly rate for Two-man Service Crew $ 225.00

Mark-up for additional material not listed in per unit bids above (percentage) 20 %

Mileage charges (when applicable), not to exceed the IRS standard mileage rate $ TBD

VENDOR:

Greer's Banner Air
Company Name

Signature

Jessica Conrique
Printed Name

06/06/19
Date

VENDOR PROFILE SHEET

General Information:

1. Firm Name: Greer's Banner Air Phone No. 661-322-5858
2. Contractor License

   Class C-10 Contractor License Number: N/A

   Class C-20 Contractor License Number: 858319

   Class C-36 Contractor License Number: N/A

   List any other Licenses held Number: C43 & C46

   Name of License Holder: Greer's Banner Air / Kent Greer

   Relationship to Company: Owner
3. U.S. Environmental Protection Agency (EPA) Certification #: 0192015163
4. Name of Person(s) authorized to make financial and business decisions and sign legal documents:

   Name: Erica Hurley Title/Position: Vice President
5. How many years of experience does your company have? 69 years
6. Total number of employees: 8
7. Number of Repair/Replacement technicians you currently employ? 5
8. Number of furnaces you can repair per week: 12
9. Number of furnaces you can replace per week: 3
10. Number of water heaters can you replace per week: 3
11. Number of ranges you can replace per week: N/A
12. Approximate number of days you can begin service at the capacity indicated above after execution of the Contract.

    CHECK ONE: a. 1-4 days ✓ b. 5 days___ c. 2 weeks ___d. 3 weeks ___
13. Will you be able to respond to hazardous corrections or complaints within 48 hours and all other corrections within five working days after oral or written notification from the Agency? Yes
14. If there any type of appliance your company is not equipped to repair or replace? Yes ✓ No___
15. If yes, please explain: small Home Appliances
16. Is your company equipped to make incidental repair applicable to the installation of an appliance (i.e., drywall work, painting, etc.) yes ✓ No _____
17. List your normal territory of operation: Kern County

Community Action Partnership of Kern
• Business Services Department •
5005 Business Park North, Bakersfield, CA 93309 • 661.336.5236 • procurement@capk.org

VENDOR INFORMATION SHEET

Date: 06/06/19 Prepared By: Jessica Conrique

Official Business Name: Greer's Banner Air

DBA: N/A

Location Address: 4115 Buck Owens Blvd Suite B Bakersfield CA 93308
Street City State Zip

Remit Address: 4115 Buck Owens Blvd Suite B Bakersfield CA 93308
Street City State Zip

Contact Person: Erica Hurley Title: Vice President

Phone #: (661)-322-5858 Accts. Receivable Phone #: (661)-322-5858

Fax #: 6661-322-2042 Customer Service Phone #: (661)-322-5858

CAPK Vendor #: _____ E-mail Address: staff@bannerair.com

Federal ID # or SS#: 542096901 Type of Business: HVAC

Contractor Lic #: 858319 Business Lic #: 20000326201 City Issued: 5/13/19

General Liability Insurance Carrier & Policy #: Berkley Assurance Company / VUMB0164990

Auto Liability Insurance Carrier & Policy #: State Farm Mutual Automobile / 119-0881-A06-SB3

Workers Compensation Insurance Carrier & Policy #: Wesco Insurance Company / WWC3275223

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: 69 years 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: Jessica Conrique

Title: Office Manager Date: 06/06/19

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ **Go to *www.irs.gov/FormW9* for instructions and the latest information.**

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Greer's Banner Air of Bakersfield, Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☑ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
4115 Buck Owens Blvd Suite B

Requester's name and address (optional)

6 City, state, and ZIP code
Bakersfield, CA 93308

7 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 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 instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
[ ][ ][ ] - [ ][ ] - [ ][ ][ ][ ]

or

Employer identification number
5 4 - 2 0 9 6 9 0 1

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 for Part II, later.

Sign Here Signature of U.S. person ▶ eHurley Date ▶ 01/01/19

General Instructions

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

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

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)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

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 OR SUBCONTRACTING.** The Vendor may not assign or transfer the Agreement, 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 Agreement shall be binding upon any assignee or transferee. Any transfer shall be considered an addendum to the Agreement and must be included as such.
3. **TERMINATION FOR CONVENIENCE OF CAPK**. CAPK may terminate the Agreement 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 Agreement 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 Agreement 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 Agreement. 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 Agreement 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 Agreement 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 Agreement, including any claims for breach of the Agreement, 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 Agreement.
13. **RESPONSIBILITY.** If Vendor is part of a corporation, the individual or individuals who sign the

Agreement on behalf of the corporation are jointly responsible for performance of the Agreement.

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 Agreement, 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 Agreement while said employee is still employed by CAPK. No relative of an employee of CAPK may bid on an Agreement 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 Agreement 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. **DEBARMENT 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 Agreement.

    (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 Agreement.)
18. **INSURANCE REQUIREMENTS:** Vendor shall procure, furnish and maintain for the duration of the Agreement 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 Agreement.
f. Contain an additional insured endorsement in favor in favor of Community Action Partnership of Kern, its board, officers, agents, employees and volunteers.
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 Agreement, or insurance rated below Best's A:VII, must be declared prior to execution of the Agreement 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 Agreement 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 Agreement or cancel the Agreement if certificates of insurance and endorsements required have not been provided prior to the execution of the Agreement.

6/6/19
Signature **Date**

Jessica Conriquez
Print Name

Greer's Banner HAIR
Company Name

References

Name: Monte with Service Master

Number: 661-281-8231

Fax: N/A

Email: mgardner@smbakersfield.com

Name: Kris at Canyon Hills Church

Number: 661-871-1150

Fax: N/A

Email: kris@canyonhills.com

Name: Leia at Park Square

Number: 661-858-7180

Fax: N/A

Email: leia@fah.com

A. Materials/Appliances Quoted

- HVAC Equipment including; package units, split systems, heat pumps, wall heaters and evap coolers.
- Misc. HVAC accessories; thermostats, smoke detectors, disconnects and misc HVAC parts.

B. Warranty Information for material and labor.

- One year parts and labor on all repairs and installations.

dca
DEPARTMENT OF CONSUMER AFFAIRS

CONTRACTORS
STATE LICENSE BOARD
ACTIVE LICENSE

License Number **858319**

Entity CORP

Business Name GREER'S BANNER AIR OF BAKERSFIELD INC

Classification(s) B C20 C43 C46

Expiration Date 05/31/2021

www cslb.ca gov

RSES Refrigerant Usage Certification

Kent Greer
has been certified as a

Universal

technician as required by 40 CFR Part 82, Subpart F.

RSES® Educational Foundation

ID# 019201563

EPA Program
Approval: 9/30/93

Conflict of Interest
and
Confidentiality Statement
CAPK Energy 2019-001
Subcontractor - Appliances

I certify that I have no personal or financial interest and no present or past employment activity which would be incompatible with my participation in this solicitation process and that I am fully able to give full, fair and impartial consideration to all proposals/bids as an appointee to the related evaluation team.

I fully understand and agree to immediately disqualify myself as soon as I am aware of a conflict of interest that may compromise my fair and impartial consideration of the proposals/bids.

I certify that I will hold in the strictest confidence all bids, proposals, correspondence, memoranda, working papers, or any other media, which has any bearing on, or discloses any aspect of, any vendor's response or potential response to the RFP.

I fully understand that it is unlawful for a person to utilize any CSU or CSU auxiliary organization information that is not a matter of public record, for personal pecuniary gain.

I fully understand that any violation of the above is a basis for disciplinary action, up to and including dismissal, civil action, and/or criminal prosecution (see Cal. Govt. Code §§ 91003.5, 91004-91005.5, and 91000, respectively).

I am aware that the following firms have submitted proposals:

Date: 06/06/19

Signed: [signature]

Name: Jessica Conrique

Title: office manager

Organization: Greer's Banner Air

Form CRL057
Revised 1/30/14

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In response to section II.

D. Technical Proposal Information

1. Greer's Banner Air has/currently works with many non-profit agencies including.
    - Mexican American Opportunity Foundation
    - The Wounded Hero's Fund
    - California Veterans Assistance Foundation
    - Canyon Hills Church
2. Primary staff that will be assigned to CAPK's Account.
    a. Jessica Conrique; Office Manager 10 years' experience. Joseph Trevino; Service Manager 20 years' experience. EPA certified.
    b. Junior Tamayo; Service Technician
    c. N/A

REQUEST FOR PROPOSALS (RFP)
FOR
SUBCONTRACTOR - APPLIANCES

Request For Proposal Number: CAPK Energy 2019-001
May 23, 2019



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

Proposals Due by 2:00 p.m., June 10, 2019

RFP Proposal Checklist (mandatory)

Proposal Title CAPK Energy 2019-001 – Subcontractor - Appliances		Due Date June 10, 2019	
Primary Contact DAVE KERR		Title CEO	
Company ECONOWEST INC.		Phone (661) 733-4603	Fax
Address 42332 TENTH ST	City LANCASTER	State or Province CA.	Zip 93534
Secondary Contact Candice Martinez		Title MNGR	
Company FLOWWEST INC.		Phone (661) 947-2653	Fax
Address 42332 10TH WEST	City LANCASTER.	State or Province CA.	Zip 93534

THE PRIME VENDOR MUST SIGN THIS FORM BELOW and ANSWER THE FOLLOWING QUESTIONS:

Do you accept all Terms and Conditions in the RFP? (If no, explain on separate page)	X Yes ___ No
Have you been Debarred or Suspended as per Title 49, Code of Federal Regulations, Part 29?	___ Yes X No
Are you a Minority or Women-Owned Business Enterprise?	X Yes ___ No
Are you submitting the required number of originals and copies? (See proposal instructions.)	X Yes ___ No

ON WHAT PAGE IN YOUR PROPOSAL CAN THESE ITEMS BE FOUND?

Section II Special Conditions D. Technical Proposal Information:		Completed and Signed Bid Form	13
Vendor's experience and capabilities information	14	References	20
Organization, size and structure	15	CA State Contractor's License	21
Conflict of Interest statement	18	EPA Certification	22
Warranty Information	5	Vendor Information Sheet	15
		W-9	16

AUTHORIZED SIGNATURE & CERTIFICATION

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 under all applicable Federal, state and local laws and regulations pertaining to labor standards. 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.

Signature		Name DAVE KERR	
Title CEO		Organization FLOWWEST INC.	
Phone (661) 733-4603		Date 5.29.19	

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 PROPOSAL (RFP) CAPK ENERGY 2019-001
SUBCONTRACTOR – APPLIANCES

I. GENERAL CONDITIONS

A. **Purpose:** This Request for Proposals (RFP) is to obtain the services of a qualified contractor or contractors with an EPA Certification and Class C-20 Contractor license (hereinafter referred to as "Vendor") to provide replacement of gas and electric appliances, including wall furnaces, heaters, dual pac rooftop units, forced air units (FAU), rooftop heat pumps, split systems, mobile home split systems, ductwork, thermostats, evaporative coolers, window air conditioners, water heaters and stoves for Community Action Partnership of Kern ("CAPK").

B. **Instructions for Proposal Submission**

1. **Closing Submission Date:** Proposals must be submitted not later than **2:00 PM, Thursday, June 10, 2019**.

2. **Inquiries:** Inquiries concerning this RFP should be directed to Kerri Davis, Business Manager, at procurement@capk.org or 661.336.5236 extension 1122.

3. **Conditions of Proposal:** All costs incurred in the preparation of a proposal responding to this RFP will be the sole responsibility of 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.

4. **Instruction to Prospective Vendors:** Your proposal should be addressed as follows:

   Community Action Partnership of Kern
   Subcontractor – Appliances RFP CAPK Energy 2019-001
   ATTN: Kerri Davis, Business Services
   5005 Business Park North
   Bakersfield, CA 93309

It is important that the Vendor's proposal be submitted in a sealed envelope clearly marked in the lower left-hand corner with the following information: For Subcontractor - Appliances RFP# CAPK ENERGY 2019-001.

It is the responsibility of the Vendor to ensure that CAPK receives the proposal by the date and time specified above.

Late proposals will not be considered. Proposals transmitted by facsimile or electronically submitted must be received prior to due date and time. **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 alternatives in addition to the information requested in the formatted RFP. The alternatives, however, must be fully explainable and in written form.

C. **Right to Reject**: CAPK reserves the right to reject any and all proposals received in response to this RFP. A 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, and to determine what constitutes an irregularity or informality.

D. **U.S. ENVIRONMENTAL PROTECTION AGENCY (EPA) CERTIFICATION**: VENDORS ARE REQUIRED TO OBTAIN AN EPA CERTIFICATION IN ORDER TO CONDUCT BUSINESS WITH CAPK.

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 vendor, if it meets the definition of "small business" as established by the Small Business Administration (13 CFR 121.3-8), by having average annual receipts for the last three fiscal years of less than four million dollars.

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.

ATTACHED BID FORM IS TO BE SUBMITTED WITH PROPOSAL.

G. **Date Available to Start:** Date available to start is a part of the consideration and must be stated in definite terms and must be adhered to.

H. **Schedule For Selection:** CAPK anticipates, but does not guarantee, the below timeline.

CAPK ENERGY 2016-001 – Subcontractor - Appliances	
Date	**Event**
5/23/19	Request For Proposal sent to Vendors
5/29/19	Due date for questions from Vendors
6/3/19	Response to questions emailed to Vendors
6/10/2019 at 2:00 PM	**Due date for proposals by Vendors**
June 27, 2019	Contract(s) Awarded

I. **Authorized Proposals**: All proposals must be dated and signed by a responsible officer or employee of Vendor. All proposals must have the Vendor's name clearly indicated in the proposal.

J. **Notification of Award:** CAPK reserves the right to make awards to multiple Vendors under this RFP. CAPK anticipates, but does not guarantee, that finalists will be selected June 27, 2019 and that the contract(s) (the "Contract") will be awarded a short time thereafter. Award will be made to responsible Vendor(s) whose service, reputation, and cost is most compatible with CAPK. CAPK will be the sole judge in making this determination.

II. SPECIAL CONDITIONS

A. Background: CAPK is seeking to find a Vendor or Vendors to provide replacement and/or repair of gas and electric appliances, including wall furnaces, heaters, dual pac rooftop units, forced air units (FAU), rooftop heat pumps, split systems, mobile home split systems, ductwork, thermostats, evaporative coolers, window air conditioners, water heaters and stoves. The purpose of this RFP is to provide a method of selection and the basis for negotiating the Contract to perform such services. The Contract term would be through June 30, 2021.

Vendors must demonstrate prior similar experience, a minimum of five (5) years of operation in the present form of business organization; prior similar experience of the Vendor's sub-contractors; and extensive experience on comparable projects of key personnel assigned to this project.

B. Selection: 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 response to the RFP.

C. Scope of Work: Vendor is to provide all items as described below and in further detail on Bid Form CAPK Energy 2019-001, including material, labor and permit, and as more specifically described in Bid Form CAPK Energy 2019-001:

- Furnaces, heaters, air conditioning units and evaporative coolers: Bid is to include: permit, complete change out installation, removal and disposal of removed appliance, clean-up of debris created during installation, line valve, connector, wall thermostat (heat only) and complete vent system.
- Water Heaters: Bid is to include: permit, installation, removal and disposal of removed appliance, clean-up of debris created during installation, gas line valve, gas connector, flex water connectors, ¾" water gate valve and vent materials to existing ceiling jack. All water heaters must be secured to structure top and bottom for earthquake strapping.
- Ranges and cooktops: Bid is to include permit, removal and disposal of old range, clean-up of debris created during installation and installation of line valve and connector.

D. **Technical Proposal Information:**

1. Describe Vendor's experience and capabilities with regard to non-profit agencies.
2. List the name(s) and professional qualifications of the primary staff that will be assigned to CAPK's account.
   a. Include job title, current responsibilities, total years' experience, years with Vendor, degrees and certifications, professional affiliations, and any other relevant information.

b. Provide a list of other key personnel who will be assigned to CAPK's account.

c. Describe any services or portion of services that will be performed by a subcontractor and provide relevant information on such company's qualifications and personnel.

E. **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.

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

G. **Fee Proposal/Bid Form:** All proposals must state the maximum total price for each of the items on Bid Form CAPK ENERGY 2019-001. The Bid Form must be completed and submitted with Vendor's proposal.

H. **Warranty:** Warranty information for material and labor are to be included.

I. **Appendix:** As an appendix, provide the following.

1. Page 2, Proposal Checklist.
2. Signed Bid Form RFP CAPK Energy 2019-001 (Bid Form Pages 8-14).
3. Three references who can comment on the past performance of Vendor. **References are to include telephone, facsimile and e-mail.**
4. Copies of current California State Contractor's License and EPA Certification.
5. Page 14 completed Vendor Profile Sheet.
6. Page 15, completed and signed Vendor Information Sheet
7. Page 17-19, signed copy of CAPK Additional Terms and Conditions
8. Page 16, completed and signed W-9.
9. In a separate document provide the following information:
   a. A detailed explanation of the materials/appliances quoted.
   b. Warranty Information for material and labor.
   c. Conflict of Interest statement.

III. PROPOSAL EVALUATION

A. **Submission of Proposals:** All proposals shall include one (1) original, one (1) complete copy of Vendor's response, as well as one (1) electronic copy. 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 Procedure:** Proposals will be reviewed, and Vendors will be evaluated based on their relative rankings in each area of the proposal. This is a NEGOTIATED procurement and as such, award will not necessarily be made to the Vendor(s) submitting the lowest priced proposal. Award will be made to the Vendor(s) submitting the best responsive proposal satisfying CAPK's requirements, price and other factors considered.

The selection process is designed to ensure that the Vendor's services/products are selected on the basis of demonstrated competence and qualifications for the type of services to be performed and at fair and reasonable prices for CAPK.

D. **Bid Proposals:** The Selection Committee will consider the reasonableness of all proposals.

E. **Solicitation Caveat:** CAPK reserves the right to terminate this RFP after three (3) days (72-hours) notice to all prospective proposers.

F. **Right to Reject:** 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 the Vendor can propose.

CAPK shall be solely responsible for awarding the Contract(s).

G. **Signature:** The proposal and all documents required of Vendor must be signed in the name of the Vendor and must bear the signature of the person duly authorized to sign these documents. Where indicated, if Vendor is a corporation, the legal name of the corporation shall first be set forth, followed by a signature of the chairman of the board, president, vice president or secretary, if duly authorized to sign on behalf of the corporation. The signature line shall also include the title of such signatory below the signature. Where indicated, in the event that the Vendor is a joint venture or partnership, the proposal and all documents shall be signed by a duly authorized representative of the joint venture or partnership. If Vendor is an individual, his/her signature shall be placed on such documents.

H. **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. **No proposal shall be withdrawn for a period of 60 days subsequent to the opening of the proposals.**

I. **Contractor's License:** If, at the time of the bid opening date and time, Vendor is not properly licensed to perform the project in accordance with Division 3, Chapter 9, of the Business and Professions Code of the State of California, such bid will be rejected as non-responsive. Pursuant to Business and Professions Code Section 7028.15. No payment shall be made for work or materials under the Contract unless and until the Registrar of Contractors verifies to CAPK that the Vendor was properly licensed at the time the bid was submitted. Any Vendor not so licensed is subject to penalties under the law and the Contract will be considered void.

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 worker's compensation insurance.

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

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 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 terms of the Contract.

    b. Contain an additional insured endorsement in favor 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 Bests' 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 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 this Contract whether or not caused in part by a party indemnified hereunder, except as limited by California Civil Code Section 2782.

E. **Administrative Requirements:**

1. **Financial Management:** Vendor agrees to comply with 200 CFR Part 327 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. **Audits and Inspections:** All Vendor records with respect to any matters covered by this Contract shall be made available to CAPK, its designee or the Federal government, at any time during normal business hours, as often as CAPK deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Vendor within 30 days after receipt by it. Failure of Vendor to comply with the above audit requirements will constitute a violation of the Contract.

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 ensure 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.

REMAINDER OF PAGE LEFT BLANK INTENTIONALLY

RFP CAPK Energy 2019-001
SUBCONTRACTOR - APPLIANCES
BID FORM

Unit Price Quote:

Please provide a unit price quote for each of the items listed below. **The price quote must be a total cost including material, labor and permit.** The complete job includes the new appliance, installation and removal and disposal of the removed appliance, and cleanup of debris created during the installation. Price quotes should be for a normal installation. Additional charges for unusual situations are handled on a case-by-case basis.

All pricing should include crane rental, permit, Hers duct test and certificate where applicable, as well as the removal and disposal of all the old equipment and trash.

1. **SMOKE AND CARBON MONOXIDE DETECTORS**
   - Smoke detector — $ 45
   - Carbon monoxide detector — $ 50
   - Combination smoke detector and carbon monoxide detector — $ 75

2. **WALL FURNACE**
   Remove existing wall furnace and vent system (metal). Install new wall furnace with 78% efficiency, vent system and gas flex and valve at furnace location.
   - Single sided – 35,000 BTU — $2500
   - Double sided – 50,000 BTU — $2500

3. **HEATER - EXTERIOR WALL DIRECT VENT**
   Remove existing direct vent heater and install a new direct vent heater with 78% efficiency, a new gas flex and valve.
   - Heater – 35,000 BTU — $2500
   - Heater – 50,000 BTU — $2700

4. **HEATER – FLOOR FURNACE**
   Remove existing floor furnace and install new floor furnace, no floor cutting required. Replace horizontal metal vent (4') to existing vertical vent, and gas flex and valve.
   - Floor furnace – 60,000 BTU — $3000

5. **DUAL PAC ROOFTOPS (14 SEER, R410A, SINGLE PHASE)**
   Remove the existing rooftop system and stand. Install a new transition, angle iron stand and rooftop system. Install a new electrical disconnect, gas flex and valve and condensate drain in copper.
   - 2 ton — $6500
   - 2.5 ton — $6800
   - 3 ton — $7000
   - 3.5 ton — Not Awarded
   - 4 ton — Not Awarded

- 5 ton — Not Awarded

6. **FORCED AIR UNIT (FAU) UP FLOW**

Remove the existing FAU and install a new up flow high efficiency (80% or higher AFUE rating) FAU, closet installation, adapt to existing supply plenum. No duct work required. (Closet alteration for free air requirements to be bid separately on an individual basis.)

- 40,000 BTU — $3000
- 60,000 BTU — $3000
- 75,000 BTU — $3000
- 80,000 BTU — $3250

7. **FORCED AIR UNIT (FAU) HORIZONTAL FLOW**

Remove the existing FAU and install a new horizontal high efficiency (80% or higher AFUE rating) FAU in the attic with existing legal platform: Attic access 30" x 30". Adapt to existing supply and return plenums, vent into the existing roof stack.

- 40,000 BTU — $3500
- 60,000 BTU — $3500
- 75,000 BTU — $3500
- 80,000 BTU — $3800

8. **ROOFTOP HEAT PUMPS (14 SEER, R410A, SINGLE PHASE)**

Remove the existing rooftop system and stand. Install a new transition, angle iron stand and rooftop system. Install a new electrical disconnect and condensate drain in copper.

- 2 ton — $6500
- 2.5 ton — $6800
- 3 ton — $7000
- 3.5 ton — Not Awarded
- 4 ton — Not Awarded
- 5 ton — Not Awarded

9. **SPLIT SYSTEM GAS/ELECTRIC**

Remove the existing up flow split system and install a new up flow high efficiency (80% or higher AFUE rating) split system, closet installation, adapt to existing supply plenum. Flush the line set and reconnect with a liquid line drier, install all new venting, no duct work is required. (Closet alteration for free air requirements to be bid separately on an individual basis.)

CONDENSERS (14 SEER, R410A, SINGLE PHASE)

- 2 ton — $2500
- 2.5 ton — $2500
- 3 ton — $2500
- 3.5 ton — $2800
- 4 ton — $3000
- 5 ton — $3000

FURNACES UP FLOW (80% or higher AFUE Rating; 15 Volts)

- 2 ton; 40,000 BTU — $3000
- 3 ton; 70,000 BTU — $3000
- 4 ton; 90,000 BTU — $3000
- 5 ton; 110,000 BTU — $3250

EVAPORATOR COIL (14 SEER, R410A, UP FLOW)

- 2 ton — $1200
- 2.5 ton — $1200
- 3 ton — $1300
- 3.5 ton — $1350
- 4 ton — $1400
- 5 ton — $1450

10. **SPLIT SYSTEM HEAT PUMPS**

Remove the existing up flow heat pump split system and install a new up flow heat pump split system, closet installation, adapt to existing supply plenum. Flush the line set and reconnect with a bi flow drier, no duct work is required.

CONDENSER (14 SEER, R410A, SINGLE PHASE)

- 2 ton — $2500
- 2.5 ton — $2500
- 3 ton — $2500
- 3.5 ton — $2800
- 4 ton — $3000
- 5 ton — $3000

AIR HANDLERS (14 SEER, R410A, SINGLE PHASE W/HEAT STRIP)

- 2 ton — $2500
- 2.5 ton — $2500
- 3 ton — $2700
- 3.5 ton — $2800
- 4 ton — $3000
- 5 ton — $3250

11. **MOBILE HOME SPLIT SYSTEM DOWN FLOW**

Remove the existing down flow split system and install a new down flow high efficiency (80% or higher AFUE rating) split system, adapt to existing supply plenum. Flush the line set and reconnect with a liquid line drier, install all new venting, no duct work required.

CONDENSER (14 SEER, R410A, SINGLE PHASE)

- 2 ton — $2500
- 2.5 ton — $2500
- 3 ton — $2700
- 3.5 ton — $2800
- 4 ton — $3000
- 5 ton — $3200

FURNACE (80% EFFICIENCY -- DOWN FLOW FURNACE MOBILE HOME APPROVED

- 56,000 BTU — $3000
- 70,000 BTU — $3200
- 77,000 BTU — $3500
- 90,000 BTU — $3800

EVAPORATOR COIL (14 SEER, R410A, DOWN FLOW)

- 2 ton — $1200
- 2.5 ton — $1300
- 3 ton — $1400
- 3.5 ton — $1500
- 4 ton — $1600
- 5 ton — $1700

12. **MOBILE HOME SPLIT SYSTEM UP FLOW**

Remove the existing up flow split system and install a new up flow high efficiency (80% or higher AFUE rating) split system, closet installation, adapt to existing supply plenum. Flush the line set and reconnect with a liquid line drier, install all new venting, no duct work is required. (Closet alteration for free air requirements to be bid separately on an individual basis.)

CONDENSER (14 SEER, R410A, SINGLE PHASE)

- 2 ton — $2500
- 2.5 ton — $2500
- 3 ton — $2700
- 3.5 ton — $2500
- 4 ton — $3000
- 5 ton — $3250

FURNACE (80% EFFICIENCY -- UP FLOW FURNACE MOBILE HOME APPROVED

- 56,000 BTU — $3000
- 70,000 BTU — $3000
- 77,000 BTU — $3000
- 90,000 BTU — $3200

EVAPORATOR COIL (14 SEER, R410A, UP FLOW)

- 2 ton — $1200
- 2.5 ton — $1300
- 3 ton — $1400
- 3.5 ton — $1500
- 4 ton — $1600
- 5 ton — $1700

13. **DUCTWORK**

Duct work is to be priced by the linear foot, including the labor cost per foot.

- 4"- 5" flexible ductwork – R6 — $25
- 6" - 7" flexible ductwork – R6 — $28
- 8" - 9" flexible ductwork – R6 — $30
- 10" - 12" flexible ductwork – R6 — $35

- 14" - 16" flexible ductwork – R6 — $35
- 18" - 20" flexible ductwork – R6 — $35

14. **THERMOSTAT**

Remove the old thermostat and Install a new programmable thermostat.

- 5-2 Day Programmable — $85

15. **EVAPORATIVE COOLER – ROOF**

Remove the old down flow cooler and install a new 4500 CFM down flow cooler with a new ½ horsepower single speed motor, install a new ¾" copper water line and shut off valve, install a new metal leg kit.

Not Awarded

16. **EVAPORATIVE COOLER – WINDOW**

Remove the old window cooler and install a new 4500 CFM window cooler, install a new ¼" copper water line and shut off valve, install a new chain hanging kit, seal around the window opening, if needed

Not Awarded

17. **AIR CONDITIONER – WINDOW**

Remove the old window air conditioner and install a new 12K BTU window air conditioner 115 volts straight cooling, install a new chain hanging kit, seal around the window opening, if needed. — $1500

18. **HOT WATER HEATER – ELECTRIC, NATURAL GAS OR PROPANE**

Include in your price quote new water heater gas line valve, gas connector, flex water connectors, ¾" water gate valve and vent materials to existing ceiling jack. All water heaters must be secured to structure top and bottom for earthquake strapping. Price quotes are to include permit costs, if applicable.

- 30-gallon water heater installed in garage on existing 18" platform — $2800
- 40-gallon water heater installed in garage on existing 18" platform — $2800
- Construction and installation of new 18" platform — $500
- 30-gallon water heater installed outside on existing concrete pad in existing metal cabinet enclosure — $3500
- 40-gallon water heater installed outside on existing concrete pad in existing metal cabinet enclosure — $3500
- Construction and installation of new outside cabinet enclosure, with concrete pad and new vent system extending above roof caves — $750
- 30-gallon water heater installed in indoor cabinet enclosure — $2800
- 40-gallon water heater installed in indoor cabinet enclosure — $2800
- 30-gallon water heater installed in indoor open area (i.e., laundry room) — $2500
- 40-gallon water heater installed in indoor open area (i.e., laundry room) — $2800
- Cost per foot for additional piping, installed
  - Copper 3/4" — $10
  - Galvanized 3/4" — $8

19. **FREE STANDING RANGE – ELECTRIC (220 Volt), COOK TOP (GAS, ELECTRIC, PROPANE)**

All counter tops and 30" free-standing ranges will be provided by the Contractor. Incidental charges for other than "kind for kind" installations are handled on an individual job basis and are to be quoted and billed separately.

All installations will include removal and disposal of old range, installation of line valve and connector. Price quotes are to include permit costs, if applicable.

- 30" free-standing range $1295
- 4-burner countertop unit with electric ignition, requiring no incidental work (straight drop in) $1295

20. **ADDITIONAL SERVICES**

Hourly rate for Service Technician $89

Hourly rate for Two-man Service Crew $125

Mark-up for additional material not listed in per unit bids above (percentage) 30 %

Mileage charges (when applicable), not to exceed the IRS standard mileage rate $.50

VENDOR:

EcoNoWest Inc.

Company Name

Kerr

Signature

Dave Kerr

Printed Name

5-29-19

Date

VENDOR PROFILE SHEET

General Information

1. Firm Name: Econo West Inc Phone No. (661) 947-2653
2. Contractor License

   Class C-10 Contractor License Number: N/A

   Class C-20 Contractor License Number: 711937

   Class C-36 Contractor License Number: 711937

   List any other Licenses held Number: _____

   Name of License Holder: EconoWest Inc. / Dave Kerr

   Relationship to Company: CEO

* 3. U.S. Environmental Protection Agency (EPA) Certification #: NAT-F107107-1

4. Name of Person(s) authorized to make financial and business decisions and sign legal documents:

   Name: Dave Kerr Title/Position: CEO

5. How many years of experience does your company have? 30+
6. Total number of employees: 20+
7. Number of Repair/Replacement technicians you currently employ? 10+
8. Number of furnaces you can repair per week: 20
9. Number of furnaces you can replace per week: 15
10. Number of water heaters can you replace per week: 5
11. Number of ranges you can replace per week: 5
12. Approximate number of days you can begin service at the capacity indicated above after execution of the Contract.

    CHECK ONE: a. 1-4 days ✓ b. 5 days ___ c. 2 weeks ___ d. 3 weeks ___

13. Will you be able to respond to hazardous corrections or complaints within 48 hours and all other corrections within five working days after oral or written notification from the Agency? YES
14. If there any type of appliance your company is not equipped to repair or replace? Yes ___ No X
15. If yes, please explain: _____
16. Is your company equipped to make incidental repair applicable to the installation of an appliance (i.e., drywall work, painting, etc.) yes X No _____
17. List your normal territory of operation (ALL OF KERN COUNTY) WE ARE LOCATED IN LANCASTER, SO WE ARE CLOSE TO EAST KERN MOJAVE CALCITY ECT NO LIMITATIONS

Community Action Partnership of Kern
• Business Services Department •
5005 Business Park North, Bakersfield, CA 93309 • 661.336.5236 • procurement@capk.org

VENDOR INFORMATION SHEET

Date: 5-29-19 Prepared By: DAVE KERR

Official Business Name: ECONO WEST INC

DBA: SAME

Location Address: 42332 1/2 10ST WEST LANCASTER CA 93534
Street City State Zip

Remit Address: SAME AS ↑
Street City State Zip

Contact Person: DAVE KERR Title: CEO

Phone #: (661) 947-2653 Accts. Receivable Phone #: (661) 947-2653

Fax #: 6661 Customer Service Phone #: 800 243 5065

CAPK Vendor #: NONE YET E-mail Address: ECONOWESTHVAC@GMAIL.COM

Federal ID # or SS#: 954520465 Type of Business:

* Contractor Lic #: 711937 Business Lic #: 10586 City Issued: City of Palmdale
* General Liability Insurance Carrier & Policy #: James River Insurance Company #000849390
* Auto Liability Insurance Carrier & Policy #: American Fire & Casualty Company #BAS563803 60
* Workers Compensation Insurance Carrier & Policy #: Insurance Company of the West #WSAS0327803

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: 30 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: _____

Form **W-9**
(Rev. December 2014)
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.

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above: ECONOMEST INC

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:
☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☒ S Corporation ☐ Partnership ☐ Trust/estate
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____
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.
☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.): 42332 ½ 10th West

Requester's name and address (optional)

6 City, state, and ZIP code: LANCASTER CA.

7 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 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.

Social security number
___ - ___ - ____

or

Employer identification number
95-4520465

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 | Signature of U.S. person ▶ [signature] | Date ▶ 5-29-19

General Instructions

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

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

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)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

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. See *What is FATCA reporting?* on page 2 for further information.

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 OR SUBCONTRACTING.** The Vendor may not assign or transfer the Agreement, 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 Agreement shall be binding upon any assignee or transferee. Any transfer shall be considered an addendum to the Agreement and must be included as such.
3. **TERMINATION FOR CONVENIENCE OF CAPK**. CAPK may terminate the Agreement 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 Agreement 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 Agreement 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 Agreement. 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 Agreement 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 Agreement 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 Agreement, including any claims for breach of the Agreement, 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 Agreement.
13. **RESPONSIBILITY.** If Vendor is part of a corporation, the individual or individuals who sign the

Agreement on behalf of the corporation are jointly responsible for performance of the Agreement.

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 Agreement, 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 Agreement while said employee is still employed by CAPK. No relative of an employee of CAPK may bid on an Agreement 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 Agreement 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. **DEBARMENT 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 Agreement.

    (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 Agreement.)

18. **INSURANCE REQUIREMENTS:** Vendor shall procure, furnish and maintain for the duration of the Agreement 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 Agreement.
f. Contain an additional insured endorsement in favor in favor of Community Action Partnership of Kern, its board, officers, agents, employees and volunteers.
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 Agreement, or insurance rated below Best's A:VII, must be declared prior to execution of the Agreement 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 Agreement 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 Agreement or cancel the Agreement if certificates of insurance and endorsements required have not been provided prior to the execution of the Agreement.

5-29-19

Signature **Date**

DAVE KERR

Print Name

ECONOWEST INC.

Company Name





Econo-West, Inc.

Heating, Air Conditioning, & Plumbing
Serving the Antelope Valley, High Desert & Santa Clarita
Licensed and Bonded, State License #711937
Corporate Office: (661) 947-2653 Toll Free: (800) 248-5065 Fax: (661) 949-2542
42332½ 10th Street West Lancaster CA 93534
www.econowestair.com

Vendor Experience

Econo West has been working for the So Cal Gas ESAP program specifically in the HVAC/plumbing division for 12 years. We also currently repair and replace equipment for C.A.C of Santa Barbara.

Econo West has been in business for 30+ years. We are currently a certified minority owned and California small business certified. We are safety approved by LSN network A+ rated. Thank you for the opportunity to make your program a success.

References

CAC of Santa Barbara
Program Director: Kamba Lawrence
Email: klawrence@cacsb.com Phone: 805-964-8857 ext 1145

So Cal Gas ESAP Program
Manager ESAP Program: Craig Allan
Email: cdallen@semprautilities.com Phone: 213-244-3335

Spectrum/Charter
Maintenance Supervisor: Dave McDonald
Email:dave.mcdonal@charter.com Phone: 661-810-9316

Primary Staff for account CAPK

Programs Manager: Armando Martinez- 2 years with Econo West
Experience: Runs the daily operation of Econo West contract's (ESAP Program and CAC SB Program)
Degrees: AS in Accounting and Business Admin and certified through Microsoft

Office Manager: Candie Martinez – 5 years with Econo West
Experience: Runs the daily operation of Econo West Service (Field Service Call's)
Degree: AS in Social Behavioral Science

Explanation

All Econo West material/equipment will be purchased from a local supply house with certified parts. This will include 1 year warranty on parts and labor.

Conflict of Interest

Econo West has no conflict's of Interest with CAPK program.

dca

CONTRACTORS
STATE LICENSE BOARD
ACTIVE LICENSE

License Number **711937** Entity CORP

Business Name ECONO-WEST INC

Classification(s) C20 C36

Expiration Date 08/31/2019 www.cslb.ca.gov

United States Environmental Protection Agency

This is to certify that

Econo-West

has fulfilled the requirements of the Toxic Substances Control Act (TSCA) Section 402, and has received certification to conduct lead-based paint renovation, repair, and painting activities pursuant to 40 CFR Part 745.89

In the Jurisdiction of:

All EPA Administered States, Tribes, and Territories

This certification is valid from the date of issuance and expires October 11, 2017

NAT-F107107-1
Certification #

September 27, 2012
Issued On

Michelle Price, Chief
Lead, Heavy Metals, and Inorganics Branch

Printed on: 7/28/2017 1:05:03 PM

To verify most current certification status go to: https://www.caleprocure.ca.gov

DGS
CALIFORNIA DEPARTMENT OF
GENERAL SERVICES

Office of Small Business & DVBE Services

Certification ID:: 32853

Legal Business Name:
ECONO-WEST INC

Doing Business As (DBA) Name 1:
ECONO-WEST INC

Doing Business As (DBA) Name 2:

Address:
42332 10TH ST WEST
LANCASTER
CA 93534

Email Address:
econowesthvac@aol.com

Business Web Page:
http://www.econowestair.com

Business Phone Number:
661/947-2653

Business Fax Number:
661/949-2542

Business Types:
Construction , Service

Certification Type	Status	From	To
SB(Micro)	Approved	07/28/2017	07/31/2019

Stay informed! KEEP YOUR CERTIFICATION PROFILE UPDATED!
-LOG IN at CaleProcure.CA.GOV

Questions?
Email: OSDSHELP@DGS.CA.GOV
Call OSDS Main Number: 916-375-4940
707 3rd Street, 1-400, West Sacramento, CA 95605

SUPPLIER CLEARINGHOUSE

CERTIFICATE OF ELIGIBILITY

CERTIFICATION EXPIRATION DATE: **May 3, 2021**

The Supplier Clearinghouse for the Utility Supplier Diversity Program of the California Public Utilities Commission hereby certifies that it has audited and verified the eligibility of:

Econo-West, Inc.

Minority Business Enterprise (MBE)

pursuant to Commission General Order 156, and the terms and conditions stipulated in the Verification Application Package. This Certificate shall be valid only with the Clearinghouse seal affixed hereto.

Eligibility must be maintained at all times, and renewed within 30 days of any changes in ownership or control. Failure to comply may result in a denial of eligibility. The Clearinghouse may reconsider certification if it is determined that such status was obtained by false, misleading or incorrect information. Decertification may occur if any verification criterion under which eligibility was awarded later becomes invalid due to Commission ruling. The Clearinghouse may request additional information or conduct on-site visits during the term of verification to verify eligibility.

This certification is valid only for the period that the above firm remains eligible as determined by the Clearinghouse. Utility companies may direct inquiries concerning this Certificate to the Clearinghouse at (800) 359-7998 in Los Angeles.

VON: 12040122

DETERMINATION DATE: May 3, 2018

REQUEST FOR PROPOSALS (RFP)
FOR
SUBCONTRACTOR - APPLIANCES

Request For Proposal Number: CAPK Energy 2019-001
May 23, 2019



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

Proposals Due by 2:00 p.m., June 10, 2019

RFP Proposal Checklist (mandatory)

Proposal Title CAPK Energy 2019-001 – Subcontractor - Appliances		Due Date June 10, 2019	
Primary Contact Audra Dooley		Title Secretary	
Company Jon Dooley Heating & Cooling, Inc		Phone 661-589-3628	Fax 661-215-6201
Address 13061 Rosedale Hwy Ste G #401	City Bakersfield	State or Province Ca	Zip 93314
Secondary Contact		Title	
Company		Phone	Fax
Address	City	State or Province	Zip

THE PRIME VENDOR MUST SIGN THIS FORM BELOW and ANSWER THE FOLLOWING QUESTIONS:

Do you accept all Terms and Conditions in the RFP? (if no, explain on separate page)	X Yes ___ No
Have you been Debarred or Suspended as per Title 49, Code of Federal Regulations, Part 29?	___ Yes X No
Are you a Minority or Women-Owned Business Enterprise?	___ Yes X No
Are you submitting the required number of originals and copies? (See proposal instructions.)	X Yes ___ No

ON WHAT PAGE IN YOUR PROPOSAL CAN THESE ITEMS BE FOUND?

Section II Special Conditions D. Technical Proposal Information:		Completed and Signed Bid Form	___
Vendor's experience and capabilities information	___	References	___
Organization, size and structure	___	CA State Contractor's License	___
Conflict of Interest statement	___	EPA Certification	___
Warranty Information	___	Vendor Information Sheet	___
		W-9	___

AUTHORIZED SIGNATURE & CERTIFICATION

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 under all applicable Federal, state and local laws and regulations pertaining to labor standards. 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.

Signature Audra Dooley	Name Audra Dooley
Title Secretary	Organization Jon Dooley Heatting & Cooling, Inc
Phone 661-589-3628	Date 05/28/2019

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 PROPOSAL (RFP) CAPK ENERGY 2019-001
SUBCONTRACTOR – APPLIANCES

I. GENERAL CONDITIONS

A. **Purpose:** This Request for Proposals (RFP) is to obtain the services of a qualified contractor or contractors with an EPA Certification and Class C-20 Contractor license (hereinafter referred to as "Vendor") to provide replacement of gas and electric appliances, including wall furnaces, heaters, dual pac rooftop units, forced air units (FAU), rooftop heat pumps, split systems, mobile home split systems, ductwork, thermostats, evaporative coolers, window air conditioners, water heaters and stoves for Community Action Partnership of Kern ("CAPK").

B. **Instructions for Proposal Submission**

1. **Closing Submission Date:** Proposals must be submitted not later than **2:00 PM, Thursday, June 10, 2019**.

2. **Inquiries:** Inquiries concerning this RFP should be directed to Kerri Davis, Business Manager, at procurement@capk.org or 661.336.5236 extension 1122.

3. **Conditions of Proposal:** All costs incurred in the preparation of a proposal responding to this RFP will be the sole responsibility of 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.

4. **Instruction to Prospective Vendors:** Your proposal should be addressed as follows:

   Community Action Partnership of Kern
   Subcontractor – Appliances RFP CAPK Energy 2019-001
   ATTN: Kerri Davis, Business Services
   5005 Business Park North
   Bakersfield, CA 93309

It is important that the Vendor's proposal be submitted in a sealed envelope clearly marked in the lower left-hand corner with the following information: For Subcontractor - Appliances RFP# CAPK ENERGY 2019-001.

It is the responsibility of the Vendor to ensure that CAPK receives the proposal by the date and time specified above.

Late proposals will not be considered. Proposals transmitted by facsimile or electronically submitted must be received prior to due date and time. **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 alternatives in addition to the information requested in the formatted RFP. The alternatives, however, must be fully explainable and in written form.

C. **Right to Reject**: CAPK reserves the right to reject any and all proposals received in response to this RFP. A 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, and to determine what constitutes an irregularity or informality.

D. **U.S. ENVIRONMENTAL PROTECTION AGENCY (EPA) CERTIFICATION:** VENDORS ARE REQUIRED TO OBTAIN AN EPA CERTIFICATION IN ORDER TO CONDUCT BUSINESS WITH CAPK.

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 vendor, if it meets the definition of "small business" as established by the Small Business Administration (13 CFR 121.3-8), by having average annual receipts for the last three fiscal years of less than four million dollars.

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.

ATTACHED BID FORM IS TO BE SUBMITTED WITH PROPOSAL.

G. **Date Available to Start:** Date available to start is a part of the consideration and must be stated in definite terms and must be adhered to.

H. **Schedule For Selection:** CAPK anticipates, but does not guarantee, the below timeline.

CAPK ENERGY 2016-001 – Subcontractor - Appliances	
Date	**Event**
5/23/19	Request For Proposal sent to Vendors
5/29/19	Due date for questions from Vendors
6/3/19	Response to questions emailed to Vendors
6/10/2019 at 2:00 PM	**Due date for proposals by Vendors**
June 27, 2019	Contract(s) Awarded

I. **Authorized Proposals:** All proposals must be dated and signed by a responsible officer or employee of Vendor. All proposals must have the Vendor's name clearly indicated in the proposal.

J. **Notification of Award:** CAPK reserves the right to make awards to multiple Vendors under this RFP. CAPK anticipates, but does not guarantee, that finalists will be selected June 27, 2019 and that the contract(s) (the "Contract") will be awarded a short time thereafter. Award will be made to responsible Vendor(s) whose service, reputation, and cost is most compatible with CAPK. CAPK will be the sole judge in making this determination.

II. SPECIAL CONDITIONS

A. Background: CAPK is seeking to find a Vendor or Vendors to provide replacement and/or repair of gas and electric appliances, including wall furnaces, heaters, dual pac rooftop units, forced air units (FAU), rooftop heat pumps, split systems, mobile home split systems, ductwork, thermostats, evaporative coolers, window air conditioners, water heaters and stoves. The purpose of this RFP is to provide a method of selection and the basis for negotiating the Contract to perform such services. The Contract term would be through June 30, 2021.

Vendors must demonstrate prior similar experience, a minimum of five (5) years of operation in the present form of business organization; prior similar experience of the Vendor's sub-contractors; and extensive experience on comparable projects of key personnel assigned to this project.

B. Selection: 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 response to the RFP.

C. Scope of Work: Vendor is to provide all items as described below and in further detail on Bid Form CAPK Energy 2019-001, including material, labor and permit, and as more specifically described in Bid Form CAPK Energy 2019-001:

- Furnaces, heaters, air conditioning units and evaporative coolers: Bid is to include: permit, complete change out installation, removal and disposal of removed appliance, clean-up of debris created during installation, line valve, connector, wall thermostat (heat only) and complete vent system.
- Water Heaters: Bid is to include: permit, installation, removal and disposal of removed appliance, clean-up of debris created during installation, gas line valve, gas connector, flex water connectors, ¾" water gate valve and vent materials to existing ceiling jack. All water heaters must be secured to structure top and bottom for earthquake strapping.
- Ranges and cooktops: Bid is to include permit, removal and disposal of old range, clean-up of debris created during installation and installation of line valve and connector.

D. **Technical Proposal Information:**

1. Describe Vendor's experience and capabilities with regard to non-profit agencies.

2. List the name(s) and professional qualifications of the primary staff that will be assigned to CAPK's account.

a. Include job title, current responsibilities, total years' experience, years with Vendor, degrees and certifications, professional affiliations, and any other relevant information.

b. Provide a list of other key personnel who will be assigned to CAPK's account.

c. Describe any services or portion of services that will be performed by a subcontractor and provide relevant information on such company's qualifications and personnel.

E. **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.

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

G. **Fee Proposal/Bid Form:** All proposals must state the maximum total price for each of the items on Bid Form CAPK ENERGY 2019-001. The Bid Form must be completed and submitted with Vendor's proposal.

H. **Warranty:** Warranty information for material and labor are to be included.

I. **Appendix:** As an appendix, provide the following:

1. Page 2, Proposal Checklist.

2. Signed Bid Form RFP CAPK Energy 2019-001 (Bid Form Pages 8-14).

3. Three references who can comment on the past performance of Vendor. **References are to include telephone, facsimile and e-mail.**

4. Copies of current California State Contractor's License and EPA Certification.

5. Page 14 completed Vendor Profile Sheet.

6. Page 15, completed and signed Vendor Information Sheet

7. Page 17-19, signed copy of CAPK Additional Terms and Conditions

8. Page 16, completed and signed W-9.

9. In a separate document provide the following information:

a. A detailed explanation of the materials/appliances quoted.

b. Warranty Information for material and labor.

c. Conflict of Interest statement.

III. PROPOSAL EVALUATION

A. **Submission of Proposals:** All proposals shall include one (1) original, one (1) complete copy of Vendor's response, as well as one (1) electronic copy. 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 Procedure:** Proposals will be reviewed, and Vendors will be evaluated based on their relative rankings in each area of the proposal. This is a NEGOTIATED procurement and as such, award will not necessarily be made to the Vendor(s) submitting the lowest priced proposal. Award will be made to the Vendor(s) submitting the best responsive proposal satisfying CAPK's requirements, price and other factors considered.

The selection process is designed to ensure that the Vendor's services/products are selected on the basis of demonstrated competence and qualifications for the type of services to be performed and at fair and reasonable prices for CAPK.

D. **Bid Proposals:** The Selection Committee will consider the reasonableness of all proposals.

E. **Solicitation Caveat:** CAPK reserves the right to terminate this RFP after three (3) days (72-hours) notice to all prospective proposers.

F. **Right to Reject:** 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 the Vendor can propose.

CAPK shall be solely responsible for awarding the Contract(s).

G. **Signature:** The proposal and all documents required of Vendor must be signed in the name of the Vendor and must bear the signature of the person duly authorized to sign these documents. Where indicated, if Vendor is a corporation, the legal name of the corporation shall first be set forth, followed by a signature of the chairman of the board, president, vice president or secretary, if duly authorized to sign on behalf of the corporation. The signature line shall also include the title of such signatory below the signature. Where indicated, in the event that the Vendor is a joint venture or partnership, the proposal and all documents shall be signed by a duly authorized representative of the joint venture or partnership. If Vendor is an individual, his/her signature shall be placed on such documents.

H. **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. **No proposal shall be withdrawn for a period of 60 days subsequent to the opening of the proposals.**

I. **Contractor's License:** If, at the time of the bid opening date and time, Vendor is not properly licensed to perform the project in accordance with Division 3, Chapter 9, of the Business and Professions Code of the State of California, such bid will be rejected as non-responsive. Pursuant to Business and Professions Code Section 7028.15. No payment shall be made for work or materials under the Contract unless and until the Registrar of Contractors verifies to CAPK that the Vendor was properly licensed at the time the bid was submitted. Any Vendor not so licensed is subject to penalties under the law and the Contract will be considered void.

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 worker's compensation insurance.

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

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 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 terms of the Contract.

b. Contain an additional insured endorsement in favor 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 Bests' 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 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 this Contract whether or not caused in part by a party indemnified hereunder, except as limited by California Civil Code Section 2782.

E. **Administrative Requirements:**

1. **Financial Management:** Vendor agrees to comply with 200 CFR Part 327 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.
2. **Audits and Inspections:** All Vendor records with respect to any matters covered by this Contract shall be made available to CAPK, its designee or the Federal government, at any time during normal business hours, as often as CAPK deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Vendor within 30 days after receipt by it. Failure of Vendor to comply with the above audit requirements will constitute a violation of the Contract.

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 ensure 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.

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RFP CAPK Energy 2019-001
SUBCONTRACTOR - APPLIANCES
BID FORM

Unit Price Quote:

Please provide a unit price quote for each of the items listed below. **The price quote must be a total cost including material, labor and permit.** The complete job includes the new appliance, installation and removal and disposal of the removed appliance, and cleanup of debris created during the installation. Price quotes should be for a normal installation. Additional charges for unusual situations are handled on a case-by-case basis.

All pricing should include crane rental, permit, Hers duct test and certificate where applicable, as well as the removal and disposal of all the old equipment and trash.

1. **SMOKE AND CARBON MONOXIDE DETECTORS**
   - Smoke detector — Not Awarded
   - Carbon monoxide detector — Not Awarded
   - Combination smoke detector and carbon monoxide detector — Not Awarded

2. **WALL FURNACE**
   Remove existing wall furnace and vent system (metal). Install new wall furnace with 78% efficiency, vent system and gas flex and valve at furnace location.
   - Single sided – 35,000 BTU — $ 2,169.99
   - Double sided – 50,000 BTU — $ 2,769.70

3. **HEATER - EXTERIOR WALL DIRECT VENT**
   Remove existing direct vent heater and install a new direct vent heater with 78% efficiency, a new gas flex and valve.
   - Heater – 35,000 BTU — $ 2,169.99
   - Heater – 50,000 BTU — $ 2,769.70

4. **HEATER – FLOOR FURNACE**
   Remove existing floor furnace and install new floor furnace, no floor cutting required. Replace horizontal metal vent (4') to existing vertical vent, and gas flex and valve.
   - Floor furnace – 60,000 BTU — $ NA

5. **DUAL PAC ROOFTOPS (14 SEER, R410A, SINGLE PHASE)**
   Remove the existing rooftop system and stand. Install a new transition, angle iron stand and rooftop system. Install a new electrical disconnect, gas flex and valve and condensate drain in copper.
   - 2 ton — $ 5,440.00
   - 2.5 ton — $ 5,740.00
   - 3 ton — $ 6,040.00
   - 3.5 ton — $ 6,500.00
   - 4 ton — $ 6,800.00

- 5 ton — Not Awarded

6. **FORCED AIR UNIT (FAU) UP FLOW**

Remove the existing FAU and install a new up flow high efficiency (80% or higher AFUE rating) FAU, closet installation, adapt to existing supply plenum. No duct work required. (Closet alteration for free air requirements to be bid separately on an individual basis.)

- 40,000 BTU — $ 2,318.00
- 60,000 BTU — $ 2,618.00
- 75,000 BTU — $ 2,917.00
- 80,000 BTU — $ 2,917.00

7. **FORCED AIR UNIT (FAU) HORIZONTAL FLOW**

Remove the existing FAU and install a new horizontal high efficiency (80% or higher AFUE rating) FAU in the attic with existing legal platform: Attic access 30" x 30". Adapt to existing supply and return plenums, vent into the existing roof stack.

- 40,000 BTU — $ 2,318.00
- 60,000 BTU — $ 2,618.00
- 75,000 BTU — $ 2,917.00
- 80,000 BTU — $ 2,917.00

8. **ROOFTOP HEAT PUMPS (14 SEER, R410A, SINGLE PHASE)**

Remove the existing rooftop system and stand. Install a new transition, angle iron stand and rooftop system. Install a new electrical disconnect and condensate drain in copper.

- 2 ton — $ 6,717.00
- 2.5 ton — $ 7,006.00
- 3 ton — Not Awarded
- 3.5 ton — Not Awarded
- 4 ton — Not Awarded
- 5 ton — Not Awarded

9. **SPLIT SYSTEM GAS/ELECTRIC**

Remove the existing up flow split system and install a new up flow high efficiency (80% or higher AFUE rating) split system, closet installation, adapt to existing supply plenum. Flush the line set and reconnect with a liquid line drier, install all new venting, no duct work is required. (Closet alteration for free air requirements to be bid separately on an individual basis.)

CONDENSERS (14 SEER, R410A, SINGLE PHASE)

- 2 ton — $ 2,249.00
- 2.5 ton — $ 2,465.00
- 3 ton — $ 2,717.00
- 3.5 ton — $ 3,154.00
- 4 ton — $ 3,383.00
- 5 ton — Not Awarded

FURNACES UP FLOW (80% or higher AFUE Rating; 15 Volts)

- 2 ton; 40,000 BTU $ 2,018.00
- 3 ton; 70,000 BTU $ 2,318.00
- 4 ton; 90,000 BTU $ 2,918.00
- 5 ton; 110,000 BTU $ 2,918.00

EVAPORATOR COIL (14 SEER, R410A, UP FLOW)

- 2 ton $ 1,125.00
- 2.5 ton $ 1,232.00
- 3 ton $ 1,358.00
- 3.5 ton $ 1,577.00
- 4 ton $ 1,604.00
- 5 ton $ 1,804.00

10. **SPLIT SYSTEM HEAT PUMPS**

Remove the existing up flow heat pump split system and install a new up flow heat pump split system, closet installation, adapt to existing supply plenum. Flush the line set and reconnect with a bi flow drier, no duct work is required.

CONDENSER (14 SEER, R410A, SINGLE PHASE)

- 2 ton Not Awarded
- 2.5 ton Not Awarded
- 3 ton Not Awarded
- 3.5 ton Not Awarded
- 4 ton Not Awarded
- 5 ton Not Awarded

AIR HANDLERS (14 SEER, R410A, SINGLE PHASE W/HEAT STRIP)

- 2 ton $ 1,821.00
- 2.5 ton $ 1,991.00
- 3 ton $ 2,134.00
- 3.5 ton $ 2,496.00
- 4 ton $ 2,644.00
- 5 ton $ 2,839.00

11. **MOBILE HOME SPLIT SYSTEM DOWN FLOW**

Remove the existing down flow split system and install a new down flow high efficiency (80% or higher AFUE rating) split system, adapt to existing supply plenum. Flush the line set and reconnect with a liquid line drier, install all new venting, no duct work required.

CONDENSER (14 SEER, R410A, SINGLE PHASE)

- 2 ton $ NA
- 2.5 ton $ NA
- 3 ton $ NA
- 3.5 ton $ NA
- 4 ton $ NA
- 5 ton $ NA

FURNACE (80% EFFICIENCY -- DOWN FLOW FURNACE MOBILE HOME APPROVED

- 56,000 BTU $ NA
- 70,000 BTU $ NA
- 77,000 BTU $ NA
- 90,000 BTU $ NA

EVAPORATOR COIL (14 SEER, R410A, DOWN FLOW)

- 2 ton $ NA
- 2.5 ton $ NA
- 3 ton $ NA
- 3.5 ton $ NA
- 4 ton $ NA
- 5 ton $ NA

12. **MOBILE HOME SPLIT SYSTEM UP FLOW**

Remove the existing up flow split system and install a new up flow high efficiency (80% or higher AFUE rating) split system, closet installation, adapt to existing supply plenum. Flush the line set and reconnect with a liquid line drier, install all new venting, no duct work is required. (Closet alteration for free air requirements to be bid separately on an individual basis.)

CONDENSER (14 SEER, R410A, SINGLE PHASE)

- 2 ton $ NA
- 2.5 ton $ NA
- 3 ton $ NA
- 3.5 ton $ NA
- 4 ton $ NA
- 5 ton $ NA

FURNACE (80% EFFICIENCY -- UP FLOW FURNACE MOBILE HOME APPROVED

- 56,000 BTU $ NA
- 70,000 BTU $ NA
- 77,000 BTU $ NA
- 90,000 BTU $ NA

EVAPORATOR COIL (14 SEER, R410A, UP FLOW)

- 2 ton $ NA
- 2.5 ton $ NA
- 3 ton $ NA
- 3.5 ton $ NA
- 4 ton $ NA
- 5 ton $ NA

13. **DUCTWORK**

Duct work is to be priced by the linear foot, including the labor cost per foot.

- 4”- 5” flexible ductwork – R6 $ 10.00
- 6” - 7” flexible ductwork – R6 $ 10.00
- 8” - 9” flexible ductwork – R6 $ 10.00
- 10” - 12” flexible ductwork – R6 $ 10.00

- 14” - 16” flexible ductwork – R6 $ 10.00
- 18” - 20” flexible ductwork – R6 $ 10.00

14. **THERMOSTAT**

Remove the old thermostat and Install a new programmable thermostat.

- 5-2 Day Programmable $126.51

15. **EVAPORATIVE COOLER – ROOF**

Remove the old down flow cooler and install a new 4500 CFM down flow cooler with a new ½ horsepower single speed motor, install a new ¼” copper water line and shut off valve, install a new metal leg kit. $NA

16. **EVAPORATIVE COOLER – WINDOW**

Remove the old window cooler and install a new 4500 CFM window cooler, install a new ¼” copper water line and shut off valve, install a new chain hanging kit, seal around the window opening, if needed $NA

17. **AIR CONDITIONER – WINDOW**

Remove the old window air conditioner and install a new 12K BTU window air conditioner 115 volts straight cooling, install a new chain hanging kit, seal around the window opening, if needed. $1,458.43

18. **HOT WATER HEATER – ELECTRIC, NATURAL GAS OR PROPANE**

Include in your price quote new water heater gas line valve, gas connector, flex water connectors, ¾” water gate valve and vent materials to existing ceiling jack. All water heaters must be secured to structure top and bottom for earthquake strapping. Price quotes are to include permit costs, if applicable.

- 30-gallon water heater installed in garage on existing 18" platform $ NA
- 40-gallon water heater installed in garage on existing 18" platform $ NA
- Construction and installation of new 18" platform $ NA
- 30-gallon water heater installed outside on existing concrete pad in existing metal cabinet enclosure $ NA
- 40-gallon water heater installed outside on existing concrete pad in existing metal cabinet enclosure $ NA
- Construction and installation of new outside cabinet enclosure, with concrete pad and new vent system extending above roof caves $ NA
- 30-gallon water heater installed in indoor cabinet enclosure $ NA
- 40-gallon water heater installed in indoor cabinet enclosure $ NA
- 30-gallon water heater installed in indoor open area (i.e., laundry room) $ NA
- 40-gallon water heater installed in indoor open area (i.e., laundry room) $ NA
- Cost per foot for additional piping, installed
  - Copper 3/4" $ NA
  - Galvanized 3/4" $ NA

19. **FREE STANDING RANGE – ELECTRIC (220 Volt), COOK TOP (GAS, ELECTRIC, PROPANE)**

All counter tops and 30" free-standing ranges will be provided by the Contractor. Incidental charges for other than "kind for kind" installations are handled on an individual job basis and are to be quoted and billed separately.

All installations will include removal and disposal of old range, installation of line valve and connector. Price quotes are to include permit costs, if applicable.

- 30" free-standing range $ NA
- 4-burner countertop unit with electric ignition, requiring no incidental work (straight drop in) $ NA

20. **ADDITIONAL SERVICES**

Hourly rate for Service Technician	$ 95.00
Hourly rate for Two-man Service Crew	$ 130.00
Mark-up for additional material not listed in per unit bids above (percentage)	15 %
Mileage charges (when applicable), not to exceed the IRS standard mileage rate	$ .50

VENDOR:

Jon Dooley Heating & Cooling, Inc

Company Name

Audra Dooley

Signature

Audra Dooley

Printed Name

05/28/2019

Date

VENDOR PROFILE SHEET

General Information:

1. Firm Name: Jon Dooley Heating & Cooling, Inc Phone No. 661-589-3628
2. Contractor License

   Class C-10 Contractor License Number:_____

   Class C-20 Contractor License Number: 865673

   Class C-36 Contractor License Number:_____

   List any other Licenses held Number:_____

   Name of License Holder: Jonathan E Dooley

   Relationship to Company: Owner
3. U.S. Environmental Protection Agency (EPA) Certification #:_____
4. Name of Person(s) authorized to make financial and business decisions and sign legal documents:

   Name: Audra Dooley Title/Position: Secretary
5. How many years of experience does your company have? 24
6. Total number of employees: 5
7. Number of Repair/Replacement technicians you currently employ? 3
8. Number of furnaces you can repair per week: 5
9. Number of furnaces you can replace per week: 2
10. Number of water heaters can you replace per week: 0
11. Number of ranges you can replace per week: 0
12. Approximate number of days you can begin service at the capacity indicated above after execution of the Contract.

    CHECK ONE: a. 1-4 days x b. 5 days___ c. 2 weeks ___d. 3 weeks ___
13. Will you be able to respond to hazardous corrections or complaints within 48 hours and all other corrections within five working days after oral or written notification from the Agency?
14. If there any type of appliance your company is not equipped to repair or replace? Yes x No____
15. If yes, please explain: Floor Furnaces, Water Coolers, Mobile Homes
16. Is your company equipped to make incidental repair applicable to the installation of an appliance (i.e., drywall work, painting, etc.) yes_____ No x
17. List your normal territory of operation: Bakersfield, Shafter, Wasco,

Community Action Partnership of Kern
• Business Services Department •
5005 Business Park North, Bakersfield, CA 93309 • 661.336.5236 • procurement@capk.org

VENDOR INFORMATION SHEET

Date: 05/28/2019 Prepared By: Audra Dooley

Official Business Name: Jon Dooley Heating & Cooling, Inc

DBA:

Location Address: 4903 Smokey Mountain Way (Street) Bakersfield (City) Ca (State) 93312 (Zip)

Remit Address: 13061 Rosedale Hwy Ste G #401 (Street) Bakersfield (City) Ca (State) 93314 (Zip)

Contact Person: Audra Dooley Title: Secreatary

Phone #: 661-589-3628 Accts. Receivable Phone #: 661-589-3628

Fax #: 661-215-6201 Customer Service Phone #: 661-589-3628

CAPK Vendor #: JONDOOLEYHEATINGANDC E-mail Address: JDHC-93312@HOTMAIL.COM

Federal ID # or SS#: 47-0992740 Type of Business: HVAC

Contractor Lic #: 865673 Business Lic #: 19 00072945 City Issued: Bakersfield

General Liability Insurance Carrier & Policy #: Security National Insurance Co NA156040800

Auto Liability Insurance Carrier & Policy #: Mercury BA040000038955

Workers Compensation Insurance Carrier & Policy #: SIRIUS AMERICA INSURANCE COMPANY WC3587

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: 13 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: Audra Dooley Print Name: Audra Dooley

Title: Secretary Date: 05/28/2019

Form **W-9**
(Rev. December 2014)
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.

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Jon Dooley Heating & Cooling, Inc

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:
☐ Individual/sole proprietor or single-member LLC ☒ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶
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.
☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any)
Exemption from FATCA reporting code (if any)
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
13061 Rosedale Hwy Ste G #401

Requester's name and address (optional)

6 City, state, and ZIP code
Bakersfield, Ca 93314

7 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 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.

Social security number
			–			–				

or

Employer identification number
4	7	–	0	9	9	2	7	4	0

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 Signature of U.S. person ▶ Audra Dooley Date ▶ 05/28/2019

General Instructions

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

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

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)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

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. See *What is FATCA reporting?* on page 2 for further information.

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 OR SUBCONTRACTING.** The Vendor may not assign or transfer the Agreement, 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 Agreement shall be binding upon any assignee or transferee. Any transfer shall be considered an addendum to the Agreement and must be included as such.
3. **TERMINATION FOR CONVENIENCE OF CAPK**. CAPK may terminate the Agreement 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 Agreement 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 Agreement 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 Agreement. 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 Agreement 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 Agreement 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 Agreement, including any claims for breach of the Agreement, 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 Agreement.
13. **RESPONSIBILITY.** If Vendor is part of a corporation, the individual or individuals who sign the

Agreement on behalf of the corporation are jointly responsible for performance of the Agreement.

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 Agreement, 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 Agreement while said employee is still employed by CAPK. No relative of an employee of CAPK may bid on an Agreement 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 Agreement 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. **DEBARMENT 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 Agreement.

    (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 Agreement.)
18. **INSURANCE REQUIREMENTS:** Vendor shall procure, furnish and maintain for the duration of the Agreement 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 Agreement.
f. Contain an additional insured endorsement in favor in favor of Community Action Partnership of Kern, its board, officers, agents, employees and volunteers.
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 Agreement, or insurance rated below Best's A:VII, must be declared prior to execution of the Agreement 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 Agreement 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 Agreement or cancel the Agreement if certificates of insurance and endorsements required have not been provided prior to the execution of the Agreement.

Audra Dooley 05/28/2019

Signature **Date**

Audra Dooley

Print Name

Jon Dooley Heating & Cooling, Inc

Company Name

Proposal for Appliances:
CAPK Energy 2019-001 Subcontractor
—Appliances

Submitted to:
Community Action Partnership of Kern
ATTN: Kerri Davis, Business Services
5005 Business Park North
Bakersfield, Ca 93309

Submitted By:

SINCE 1968
OASIS
AIR CONDITIONING
CA Lic.# 297547

1000 E Truxtun Ave
Bakersfield, Ca 93305
Office (661) 322-2665
Fax (661) 322-6889
WWW.322COOL.COM

COPY

June 10, 2019

RFP Proposal Checklist (mandatory)

Proposal Title CAPK Energy 2019-001 – Subcontractor - Appliances		Due Date June 10, 2019	
Primary Contact Ben Dominguez		Title President	
Company Oasis Air Conditioning		Phone 661-322-2605	Fax 661-322-6889
Address 1000 E Truxtun Ave	City Bakersfield	State or Province CA	Zip 93305
Secondary Contact Ed Anchondo		Title Account Executive	
Company Oasis Air Conditioning		Phone 661-322-2605	Fax 661-322-6889
Address 1000 E Truxtun Ave	City Bakersfield	State or Province CA	Zip 93305

THE PRIME VENDOR MUST SIGN THIS FORM BELOW and ANSWER THE FOLLOWING QUESTIONS:

Do you accept all Terms and Conditions in the RFP? (if no, explain on separate page)	✓ Yes ___ No
Have you been Debarred or Suspended as per Title 49, Code of Federal Regulations, Part 29?	___ Yes ✓ No
Are you a Minority or Women-Owned Business Enterprise?	___ Yes ✓ No
Are you submitting the required number of originals and copies? (See proposal instructions.)	✓ Yes ___ No

ON WHAT PAGE IN YOUR PROPOSAL CAN THESE ITEMS BE FOUND?

Section II Special Conditions D. Technical Proposal Information:		Completed and Signed Bid Form	10-16
Vendor's experience and capabilities information	2-3	References	17
Organization, size and structure	4-7	CA State Contractor's License	18
Conflict of Interest statement	8	EPA Certification	19
Warranty Information	9	Vendor Information Sheet	20-21
		W-9	22

AUTHORIZED SIGNATURE & CERTIFICATION

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 under all applicable Federal, state and local laws and regulations pertaining to labor standards. 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.

Signature		Name Ben Dominguez	
Title President		Organization Oasis Air Conditioning	
Phone 661-322-2605		Date June 10 2019	

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

Firm Experience and Capabilities

Oasis has been serving clients throughout the San Joaquin Valley since 1968 as a licensed mechanical contractor in the State of California. Our office is located in Bakersfield at 1000 E. Truxtun Ave. and is locally owned and operated. As a long-standing member of the community, Oasis has a vested interest in providing quality services to the community in which we live.

Our company's Mission is:" To satisfy the needs of homes and businesses in our community, by providing quality design, installation and service, always with an emphasis on comfort, energy saving and the environment".

Oasis goal is to improve our communities by providing efficient, cost-effective and superior quality service that meets the public's needs. Our proactive, empowered service teams achieve customer satisfaction by:

- Focusing on meeting client needs and expectations
- Provide services that deliver enhanced value
- Employing the best technologies to support field-based delivery of quality services
- Effectively communicating our purpose, values and vision to our employees so they will be focused on achieving them

Oasis's construction, service/repair/installation know-how extends over four decades. As the industry has changed, Oasis has recognized the need for improved, flexible methods for meeting these challenges.

All technicians are NATE (North American Technician Excellence) Certified and regularly attend industry training classes to stay up to date with the latest technology. Metal fabrication is designed and fabricated in-house. Every installation Oasis completes has all necessary permits filed, and inspected by the local building department which assures our work meets or exceeds local building code requirements. Additionally, Oasis has been a leader in implementing Certified Duct Diagnostic and Sealing-Cleaning Technology as required by the State of California Energy Commission Resource Agency, and local building codes. Our office and field personnel are primary bi-lingual.

Ben Dominguez, *Principal-in-Charge*

Experience and Current Responsibilities

Mr. Dominguez has more than 40 years of experience in every aspect of the residential and commercial heating, ventilation, and air conditioning (HVAC) trade. Ben has served as the owner of Oasis Air Conditioning, Inc. since September 1, 1985. Oasis currently employs 20 people, but has employed as many as 60. Responsibilities include overseeing all aspects of the contracting operations, advise and directs department heads of residential new construction, service, remodel, and duct testing. Oasis has averaged annual sales of $5.7 million per year over the last 7 years.

Relevant Projects

Davis Monthan Air Force Base, while in the military Mr. Dominguez was project manager to remove and replace 36 commercial cooling towers on the Titan II ICBM Missile Silos in Tucson, AZ.

Edwards Air Force Base, as owner of Oasis, successfully negotiated a contract at Edwards to remodel the HVAC system at the battery shop for the space shuttle project. In hand with the engineering department on base, coordinated all aspects of the project to its completion, including monitoring certified payroll.

Pacific Gas & Electric, as owner of Oasis: Monitored Oasis managers on a project with Heath & Associates and P, G & E to replace over 300 wall heaters in less than 90 days.

Degrees and Certifications

- Graduated from HVACR School in USAF Sheppard AFB, Texas
- Graduated from Honeywell Pneumatic & Electronic Controls Supplement in USAF, Sheppard AFB, Texas
- EPA for Refrigerants Certified
- AEROSEAL Duct Analyst Certified

Professional Affiliations

- Member of National Comfort Institute
- Central Valley Executive Board of Directors for the Better Business Bureau (BBB)
- Kern County Youth Mariachi Foundation Founding Board Member
- Our Lady of Guadalupe School Board Member
- Kern County Hispanic Chamber of Commerce Board Member
- Business Network International (BNI) Chapter President

Firm Organization, Size and Structure

STAFF:

Oasis Air Conditioning currently employs 30 people: four clerical staff to process service requests, work order scheduling and billing. We have a purchase and inventory specialist that ensures materials and equipment are available to expedite job completion, and a full time warehouse man to receive incoming orders and disburse materials to the appropriate crews.

We have two field supervisors to oversee the four appliance replacement crews, and a service manager that directs six service technician activities and training. Three estimators/project coordinators are available to evaluate and provide pricing for incoming job requests.

VEHICLES:

Oasis Air Conditioning has seven box vans, eight service vans, and seven trucks. We have the capability of acquiring additional vehicles if needed on a timely basis due to our long standing relationship with our local dealer.

GPS/COMMUNICATION:

Each vehicle is provided with a GPS unit to ensure quick and accurate response for the service emergencies of your clients, as well as regular work order dispatches. Each crew is provided with a cellular phone so they can contact our office, field supervisors, or clients at any time required.

COMPUTERS:

Oasis Air Conditioning has been software created by AMCORAC called Team Management Systems since 1999. This is a fully integrated, service industry specific program that ties all accounting and data base information together for a complete package. We recently upgraded our hardware and now the service manager and on-call dispatcher have the ability to access our computer data base and scheduling systems 24/7.

(4)

Names and Qualifications of Primary Project Staff

Our project team will deliver the most efficient, cost effective, and best suited skills of our personnel. Staffing continuity is a key element in successful project delivery. As your appliance program unfolds, we will work closely with you to deliver optimum customer satisfaction.

Principal-in-Charge Ben Dominguez will be responsible for ensuring client satisfaction with our team's services, personnel, quality and contractual obligations.

Project Executive Edurado Anchondo will ensure total team commitment of all resources to achieve your objectives for the projects, be present at key meetings, and will be available to CAPK staff.

Office Manager Teri Torres will serve as a resource for all day-to-day clerical operations. She will coordinate a pool of on site office staff handling all scheduling, billing, and accounting functions.

No sub-contractors or consultants will be performing any services outlined in this RFP.

Ben Dominguez, *Principal-in-Charge*

Experience and Current Responsibilities

Mr. Dominguez has more than 40 years of experience in every aspect of the residential and commercial heating, ventilation, and air conditioning (HVAC) trade. Ben has served as the owner of Oasis Air Conditioning, Inc. since September 1, 1988. Oasis currently employs 25 people. Responsibilities include overseeing all aspects of the contracting operations, advise and directs department heads of residential new construction, service, remodel, and duct testing. Oasis has averaged annual sales of $3.7 million per year over the last 5 years.

Relevant Projects

Davis Monthan Air Force Base, while in the military Mr. Dominguez was project manager to remove and replace 36 commercial cooling towers on the Titan II ICBM Missile Silos in Tucson, AZ.

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- Kern County Youth Mariachi Foundation Founding Board Member
- Our Lady of Guadalupe School Board Member
- Kern County Hispanic Chamber of Commerce Board Member
- Business Network International (BNI) Chapter President

Edurado Anchondo, *Project Executive*

Experience

Mr. Anchondo has more than 20 years experience in the HVAC industry, six of which have involved the management of projects for private, public and nonprofit clients. He has managed all aspects of the projects including estimating, scheduling, contract document interpretation, monitoring project budget, scheduling and work oversight. Eduardo's recent projects include Southern California Gas Company appliance project and Community Action Partnership of Kern appliance project. Mr. Anchondo is also licensed C-20, California State Contractor.

Current Responsibilities

Mr. Anchondo is responsible for the safety and training of all Oasis Air Conditioning employees. Eduardo is also responsible for the companies' compliance with all Local, State, Federal and OSHA regulations. Eduardo is also project manager for the current contracts with Community Action Partnership of Kern Appliance Program and Southern California Gas Company Appliance Program.

(6)

Degrees and Certifications

Mr. Anchondo has an Associate in Science Degree in industrial technology from Bakersfield College. He is also Environmental Protection Agency (EPA) certified to handle refrigerant. Eduardo has also been thru the PG&E training on weatherization and Combustion Appliance Safety testing of appliances, twice.

Professional Affiliations

Currently Mr. Anchondo serves on two Boards. The first is the Workforce Investment Board which is associated with Employers Training Resource. The second is the Employment Development Departments, Employer Advisory Council Board which Mr. Anchondo is chairperson.

Teri Torres, *Office Manager*

Experience

Mrs. Torres has been an employee of Oasis for the past 27 years and currently oversees daily operations of office and clerical staff processing accounts payable, billing, and service dispatch. Responsibilities include billing reconciliation, processing vendor payments, preparing financial reports, dispute resolution, making and posting bank deposits, payroll, record keeping, dispatching, computer operations, job costing, word processing, and quarterly tax reporting.

Teri is a professional, experienced in working in a fast paced environment, demanding strong organizational, technical, and interpersonal skills. She is committed to superior customer service, detail oriented and resourceful in competing projects.

Professional Affiliations

Business Networking International leadership team member.

(7)

Conflict of Interest Statement

Oasis Air Conditioning certifies that its employees and its officers will avoid any actual or potential conflicts of interest, and that no officer or employee who exercises any function or responsibilities in connection with this Agreement shall have any personal financial interest or benefit that either directly or indirectly arises from this Agreement.

Oasis Air Conditioning will establish safeguards to prohibit its employees and its officers from using their positions for a purpose that could result in private gain for themselves or others, particularly those with whom they have family, business or other ties to this Agreement.

(8)

Warranty Information for Material and Labor

All parts are warranted as per manufacturer's specifications. Most other materials for installation are warranted by the manufacturer for one year.

Oasis Air Conditioning will provide one year labor warranty on replacement parts for repairs on equipment, and new unit installation. We provide five years warranty on workmanship for new construction and unit replacement.

9

SUBCONTRACTOR - APPLIANCES

BID FORM

Unit Price Quote:

Please provide a unit price quote for each of the items listed below. **The price quote must be a total cost including material, labor and permit.** The complete job includes the new appliance, installation and removal and disposal of the removed appliance, and cleanup of debris created during the installation. Price quotes should be for a normal installation. Additional charges for unusual situations are handled on a case-by-case basis.

All pricing should include crane rental, permit, Hers duct test and certificate where applicable, as well as the removal and disposal of all the old equipment and trash.

1. **SMOKE AND CARBON MONOXIDE DETECTORS**
   - Smoke detector — $60.00
   - Carbon monoxide detector — $60.00
   - Combination smoke detector and carbon monoxide detector — $ N/A

2. **WALL FURNACE**

   Remove existing wall furnace and vent system (metal). Install new wall furnace with 78% efficiency, vent system and gas flex and valve at furnace location.
   - Single sided – 35,000 BTU — $3140.00
   - Double sided – 50,000 BTU — $3340.00

3. **HEATER - EXTERIOR WALL DIRECT VENT**

   Remove existing direct vent heater and install a new direct vent heater with 78% efficiency, a new gas flex and valve.
   - Heater – 35,000 BTU — $2890.00
   - Heater – 50,000 BTU — $3190.00

4. **HEATER – FLOOR FURNACE**

   Remove existing floor furnace and install new floor furnace, no floor cutting required. Replace horizontal metal vent (4') to existing vertical vent, and gas flex and valve.
   - Floor furnace – 60,000 BTU — $2890.00

5. **DUAL PAC ROOFTOPS (14 SEER, R410A, SINGLE PHASE)**

   Remove the existing rooftop system and stand. Install a new transition, angle iron stand and rooftop system. Install a new electrical disconnect, gas flex and valve and condensate drain in copper.
   - 2 ton — $5680.00
   - 2.5 ton — $5780.00
   - 3 ton — $5980.00
   - 3.5 ton — $6180.00
   - 4 ton — $6380.00

- 5 ton — $6980.00

6. **FORCED AIR UNIT (FAU) UP FLOW**
Remove the existing FAU and install a new up flow high efficiency (80% or higher AFUE rating) FAU, closet installation, adapt to existing supply plenum. No duct work required. (Closet alteration for free air requirements to be bid separately on an individual basis.)

- 40,000 BTU — $3080.00
- 60,000 BTU — $3080.00
- 75,000 BTU — $3180.00
- 80,000 BTU — $3280.00

7. **FORCED AIR UNIT (FAU) HORIZONTAL FLOW**
Remove the existing FAU and install a new horizontal high efficiency (80% or higher AFUE rating) FAU in the attic with existing legal platform: Attic access 30" x 30". Adapt to existing supply and return plenums, vent into the existing roof stack.

- 40,000 BTU — $3180.00
- 60,000 BTU — $3180.00
- 75,000 BTU — $3280.00
- 80,000 BTU — $3380.00

8. **ROOFTOP HEAT PUMPS (14 SEER, R410A, SINGLE PHASE)**
Remove the existing rooftop system and stand. Install a new transition, angle iron stand and rooftop system. Install a new electrical disconnect and condensate drain in copper.

- 2 ton — $6280.00
- 2.5 ton — $6480.00
- 3 ton — $6680.00
- 3.5 ton — Not Awarded
- 4 ton — Not Awarded
- 5 ton — Not Awarded

* 9. **SPLIT SYSTEM GAS/ELECTRIC** PLEASE SEE ADDENDUM PAGE (16)
Remove the existing up flow split system and install a new up flow high efficiency (80% or higher AFUE rating) split system, closet installation, adapt to existing supply plenum. Flush the line set and reconnect with a liquid line drier, install all new venting, no duct work is required. (Closet alteration for free air requirements to be bid separately on an individual basis.)

CONDENSERS (14 SEER, R410A, SINGLE PHASE)

- 2 ton — $3180.00
- 2.5 ton — $3280.00
- 3 ton — $3380.00
- 3.5 ton — $3480.00
- 4 ton — Not Awarded
- 5 ton — Not Awarded

FURNACES UP FLOW (80% or higher AFUE Rating; 15 Volts)

- 2 ton; 40,000 BTU — $3080.00
- 3 ton; 70,000 BTU — $3180.00
- 4 ton; 90,000 BTU — $3280.00
- 5 ton; 110,000 BTU — $3380.00

EVAPORATOR COIL (14 SEER, R410A, UP FLOW)

- 2 ton — $2080.00
- 2.5 ton — $2080.00
- 3 ton — $2080.00
- 3.5 ton — $2180.00
- 4 ton — $2280.00
- 5 ton — $2380.00

10. **SPLIT SYSTEM HEAT PUMPS**

Remove the existing up flow heat pump split system and install a new up flow heat pump split system, closet installation, adapt to existing supply plenum. Flush the line set and reconnect with a bi flow drier, no duct work is required.

CONDENSER (14 SEER, R410A, SINGLE PHASE)

- 2 ton — $3380.00
- 2.5 ton — $3480.00
- 3 ton — Not Awarded
- 3.5 ton — Not Awarded
- 4 ton — Not Awarded
- 5 ton — Not Awarded

AIR HANDLERS (14 SEER, R410A, SINGLE PHASE W/HEAT STRIP)

- 2 ton — $4575.00
- 2.5 ton — $4575.00
- 3 ton — $4575.00
- 3.5 ton — $4675.00
- 4 ton — $4675.00
- 5 ton — $4775.00

* 11. **MOBILE HOME SPLIT SYSTEM DOWN FLOW** PLEASE SEE ADDENDUM PAGE (16)

Remove the existing down flow split system and install a new down flow high efficiency (80% or higher AFUE rating) split system, adapt to existing supply plenum. Flush the line set and reconnect with a liquid line drier, install all new venting, no duct work required.

CONDENSER (14 SEER, R410A, SINGLE PHASE)

- 2 ton — $3180.00
- 2.5 ton — $3280.00
- 3 ton — $3380.00
- 3.5 ton — $3480.00
- 4 ton — Not Awarded
- 5 ton — Not Awarded

FURNACE (80% EFFICIENCY -- DOWN FLOW FURNACE MOBILE HOME APPROVED

- 56,000 BTU — $3980.00
- 70,000 BTU — $3980.00
- 77,000 BTU — $4180.00
- 90,000 BTU — $4280.00

EVAPORATOR COIL (14 SEER, R410A, DOWN FLOW)

- 2 ton — $2080.00
- 2.5 ton — $2080.00
- 3 ton — $2080.00
- 3.5 ton — $2180.00
- 4 ton — $2280.00
- 5 ton — $2380.00

* 12. **MOBILE HOME SPLIT SYSTEM UP FLOW** PLEASE SEE ADDENDUM PAGE (16)

Remove the existing up flow split system and install a new up flow high efficiency (80% or higher AFUE rating) split system, closet installation, adapt to existing supply plenum. Flush the line set and reconnect with a liquid line drier, install all new venting, no duct work is required. (Closet alteration for free air requirements to be bid separately on an individual basis.)

CONDENSER (14 SEER, R410A, SINGLE PHASE)

- 2 ton — $3380.00
- 2.5 ton — Not Awarded
- 3 ton — Not Awarded
- 3.5 ton — Not Awarded
- 4 ton — Not Awarded
- 5 ton — Not Awarded

FURNACE (80% EFFICIENCY -- UP FLOW FURNACE MOBILE HOME APPROVED

- 56,000 BTU — $3780.00
- 70,000 BTU — $3780.00
- 77,000 BTU — $3880.00
- 90,000 BTU — $3980.00

EVAPORATOR COIL (14 SEER, R410A, UP FLOW)

- 2 ton — $2080.00
- 2.5 ton — $2080.00
- 3 ton — $2080.00
- 3.5 ton — $2180.00
- 4 ton — $2280.00
- 5 ton — $2380.00

* 13. **DUCTWORK**

Duct work is to be priced by the linear foot, including the labor cost per foot.

- 4"- 5" flexible ductwork – R6 — $15.00
- 6" - 7" flexible ductwork – R6 — $15.00
- 8" - 9" flexible ductwork – R6 — $15.00
- 10" - 12" flexible ductwork – R6 — $18.00

- 14" - 16" flexible ductwork – R6 $20.00
- 18" - 20" flexible ductwork – R6 $20.00

* MINIMUM 25 FEET

14. **THERMOSTAT**

Remove the old thermostat and Install a new programmable thermostat.

- 5-2 Day Programmable Not Awarded

15. **EVAPORATIVE COOLER – ROOF**

Remove the old down flow cooler and install a new 4500 CFM down flow cooler with a new ½ horsepower single speed motor, install a new ¼" copper water line and shut off valve, install a new metal leg kit.

Not Awarded

16. **EVAPORATIVE COOLER – WINDOW**

Remove the old window cooler and install a new 4500 CFM window cooler, install a new ¼" copper water line and shut off valve, install a new chain hanging kit, seal around the window opening, if needed

Not Awarded

17. **AIR CONDITIONER – WINDOW**

Remove the old window air conditioner and install a new 12K BTU window air conditioner 115 volts straight cooling, install a new chain hanging kit, seal around the window opening, if needed.

$1750.00

18. **HOT WATER HEATER – ELECTRIC, NATURAL GAS OR PROPANE**

Include in your price quote new water heater gas line valve, gas connector, flex water connectors, ¾" water gate valve and vent materials to existing ceiling jack. All water heaters must be secured to structure top and bottom for earthquake strapping. Price quotes are to include permit costs, if applicable.

- 30-gallon water heater installed in garage on existing 18" platform $2250.00
- 40-gallon water heater installed in garage on existing 18" platform $2150.00
- Construction and installation of new 18" platform $450.00
- 30-gallon water heater installed outside on existing concrete pad in existing metal cabinet enclosure $2250.00
- 40-gallon water heater installed outside on existing concrete pad in existing metal cabinet enclosure $2150.00
- Construction and installation of new outside cabinet enclosure, with concrete pad and new vent system extending above roof caves $850.00
- 30-gallon water heater installed in indoor cabinet enclosure $2250.00
- 40-gallon water heater installed in indoor cabinet enclosure $2150.00
- 30-gallon water heater installed in indoor open area (i.e., laundry room) $2250.00
- 40-gallon water heater installed in indoor open area (i.e., laundry room) $2150.00
- Cost per foot for additional piping, installed
  - Copper 3/4" $6.00
  - Galvanized 3/4" $N/A

19. **FREE STANDING RANGE – ELECTRIC (220 Volt), COOK TOP (GAS, ELECTRIC, PROPANE)**

All counter tops and 30" free-standing ranges will be provided by the Contractor. Incidental charges for other than "kind for kind" installations are handled on an individual job basis and are to be quoted and billed separately.

All installations will include removal and disposal of old range, installation of line valve and connector. Price quotes are to include permit costs, if applicable.

- 30" free-standing range — $1050.00
- 4-burner countertop unit with electric ignition, requiring no incidental work (straight drop in) — $950.00

20. **ADDITIONAL SERVICES**

Hourly rate for Service Technician — $120.00

Hourly rate for Two-man Service Crew — $180.00

Mark-up for additional material not listed in per unit bids above (percentage) — * %

* SLIDING SCALE BASED ON ACQUISION COST: STARTING @ 60 % *

Mileage charges (when applicable), not to exceed the IRS standard mileage rate — $ AS ALLOWED BY LAW

VENDOR:

OASIS AIR CONDITIONING INC.

Company Name

Signature

BEN DOMINGUEZ

Printed Name

6/10/19

Date

ADDENDUMS PAGE 16

✳ 9. **SPLIT SYSTEM GAS/ELECTRIC** COMPLETE SYSTEM PRICE

Remove the existing up flow split system and install a new up flow high efficiency (80% or higher AFUE rating) split system, closet installation, adapt to existing supply plenum. Flush the line set and reconnect with a liquid line drier, install all new venting, no duct work is required. (Closet alteration for free air requirements to be bid separately on an individual basis.)

(14 SEER, R410A, SINGLE PHASE)

○ 2 ton	$5980.00
○ 2.5 ton	$6280.00
○ 3 ton	$6380.00
○ 3.5 ton	$6780.00
○ 4 ton	$6880.00
○ 5 ton	$7280.00

✳ 11. **MOBILE HOME SPLIT SYSTEM DOWN FLOW** COMPLETE SYSTEM PRICE

Remove the existing down flow split system and install a new down flow high efficiency (80% or higher AFUE rating) split system, adapt to existing supply plenum. Flush the line set and reconnect with a liquid line drier, install all new venting, no duct work required.

(14 SEER, R410A, SINGLE PHASE)

○ 2 ton	$7680.00
○ 2.5 ton	$7880.00
○ 3 ton	$8080.00
○ 3.5 ton	$8480.00
○ 4 ton	$8680.00
○ 5 ton	$8980.00

✳ 12. **MOBILE HOME SPLIT SYSTEM UP FLOW** COMPLETE SYSTEM PRICE

Remove the existing up flow split system and install a new up flow high efficiency (80% or higher AFUE rating) split system, closet installation, adapt to existing supply plenum. Flush the line set and reconnect with a liquid line drier, install all new venting, no duct work is required. (Closet alteration for free air requirements to be bid separately on an individual basis.)

(14 SEER, R410A, SINGLE PHASE)

○ 2 ton	$8180.00
○ 2.5 ton	$8280.00
○ 3 ton	$8480.00
○ 3.5 ton	$8980.00
○ 4 ton	$2280.00
○ 5 ton	$9680.00

References

Dovichi Custom Builder
2323 Pine St.
Bakersfield, CA 93301
Contact: John Dovichi, owner
Office (661) 397-1184
Fax (661) 397-1188
E-mail jdovichi5@sbcglobal.net

Kern Community College District
2100 Chester Ave.
Bakersfield, CA 93301
Contact: Nick Hernandez, Construction Project Manager
Office (661) 336-5082
Fax N/A
E-mail nihernandez@kccd.edu

Habitat for Humanities, Golden Empire
P O Box 3267
Bakersfield, CA 93385
Contact: Art Sexton, Project Manager
Office (661) 861-8449
Fax (661) 861-8145
E-mail art@habitatbakersfield.org

STATE OF CALIFORNIA
dca
DEPARTMENT OF CONSUMER AFFAIRS

CONTRACTORS
STATE LICENSE BOARD
ACTIVE LICENSE

License Number **297547** Entity CORP

Business Name OASIS AIR CONDITIONING INC

Classification(s) C38 C20 C36 C-2 B

Expiration Date 07/31/2019 www.cslb.ca.gov

(18)

(19)

United States Environmental Protection Agency

This is to certify that

Oasis Air Conditioning

has fulfilled the requirements of the Toxic Substances Control Act (TSCA) Section 402, and has received certification to conduct lead-based paint renovation, repair, and painting activities pursuant to 40 CFR Part 745.89

In the Jurisdiction of:

All EPA Administered States, Tribes, and Territories

This certification is valid from the date of issuance and expires June 23, 2021

NAT-112674-1
Certification #

June 9, 2016
Issued On

Michelle Price, Chief
Lead, Heavy Metals, and Inorganics Branch

VENDOR PROFILE SHEET

General Information:

1. Firm Name: Oasis Air Conditioning Phone No. 661-322-2665
2. Contractor License

   Class C-10 Contractor License Number: N/A

   Class C-20 Contractor License Number: 297547

   Class C-36 Contractor License Number: 297547

   List any other Licenses held Number: C38, C2, B

   Name of License Holder: Ben Dominguez

   Relationship to Company: Owner / president
3. U.S. Environmental Protection Agency (EPA) Certification #: NAT-112674-1
4. Name of Person(s) authorized to make financial and business decisions and sign legal documents:

   Name: Ben Dominguez Title/Position: President
5. How many years of experience does your company have? 30
6. Total number of employees: 30
7. Number of Repair/Replacement technicians you currently employ? 16
8. Number of furnaces you can repair per week: 20
9. Number of furnaces you can replace per week: 10
10. Number of water heaters can you replace per week: 10
11. Number of ranges you can replace per week: 10
12. Approximate number of days you can begin service at the capacity indicated above after execution of the Contract.

    CHECK ONE: a. 1-4 days ✓ b. 5 days___ c. 2 weeks ___d. 3 weeks ___
13. Will you be able to respond to hazardous corrections or complaints within 48 hours and all other corrections within five working days after oral or written notification from the Agency? Yes
14. If there any type of appliance your company is not equipped to repair or replace? Yes___ No ✓
15. If yes, please explain:_____
16. Is your company equipped to make incidental repair applicable to the installation of an appliance (i.e., drywall work, painting, etc.) yes ✓ No _____
17. List your normal territory of operation: Kern County

Community Action Partnership of Kern
• Business Services Department •
5005 Business Park North, Bakersfield, CA 93309 • 661.336.5236 • procurement@capk.org

VENDOR INFORMATION SHEET

Date: 6-7-19 Prepared By: Teri Torres

Official Business Name: Oasis Air Conditioning Inc

DBA: same

Location Address: 1000 E Truxtun Ave Bakersfield CA 93305
Street City State Zip

Remit Address: same
Street City State Zip

Contact Person: Ben Dominguez Title: President

Phone #: 661-322-2665 Accts. Receivable Phone #: 661-322-2665

Fax #: 661-322-6889 Customer Service Phone #: 661-322-2665

CAPK Vendor #: E-mail Address: bjd@322cool.com

Federal ID # or SS#: 95-2865840 Type of Business: HVAC contractor

Contractor Lic #: 297547 Business Lic #: 00012713 City Issued: Bakersfield

General Liability Insurance Carrier & Policy #: International Insurance Co of Hanover #IG20x00003304

Auto Liability Insurance Carrier & Policy #: Nationwide #ACPBA3018583377

Workers Compensation Insurance Carrier & Policy #: State Fund #9218908 2018

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: 51 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: Ben Dominguez

Title: President Date: June 10 2019

Form **W-9**
(Rev. December 2014)
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.

Print or type
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Oasis Air Conditioning

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only one of the following seven boxes:
☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☑ S Corporation ☐ Partnership ☐ Trust/estate
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶
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.
☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any)
Exemption from FATCA reporting code (if any)
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
1000 E Truxtun Ave

Requester's name and address (optional)

6 City, state, and ZIP code
Bakersfield CA 93305

7 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 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.

Social security number
___ - ___ - ____

Or

Employer identification number
95 - 2865840

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 Signature of U.S. person ▶ Jeri Jones Date ▶ 6-7-19

General Instructions

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

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

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 1098-INT (interest earned or paid)
- Form 1098-DIV (dividends, including those from stocks or mutual funds)
- Form 1098-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)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

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. See *What is FATCA reporting?* on page 2 for further information.

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 OR SUBCONTRACTING.** The Vendor may not assign or transfer the Agreement, 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 Agreement shall be binding upon any assignee or transferee. Any transfer shall be considered an addendum to the Agreement and must be included as such.
3. **TERMINATION FOR CONVENIENCE OF CAPK.** CAPK may terminate the Agreement 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 Agreement 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 Agreement 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 Agreement. 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 Agreement 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 Agreement 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 Agreement, including any claims for breach of the Agreement, 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 Agreement.
13. **RESPONSIBILITY.** If Vendor is part of a corporation, the individual or individuals who sign the

Agreement on behalf of the corporation are jointly responsible for performance of the Agreement.

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 Agreement, 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 Agreement while said employee is still employed by CAPK. No relative of an employee of CAPK may bid on an Agreement 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 Agreement 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. **DEBARMENT 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 Agreement.
    >
    > (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 Agreement.)
18. **INSURANCE REQUIREMENTS:** Vendor shall procure, furnish and maintain for the duration of the Agreement 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 Agreement.
f. Contain an additional insured endorsement in favor in favor of Community Action Partnership of Kern, its board, officers, agents, employees and volunteers.
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 Agreement, or insurance rated below Best's A:VII, must be declared prior to execution of the Agreement 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 Agreement 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 Agreement or cancel the Agreement if certificates of insurance and endorsements required have not been provided prior to the execution of the Agreement.

6-10-19

Signature **Date**

Ben Dominguez

Print Name

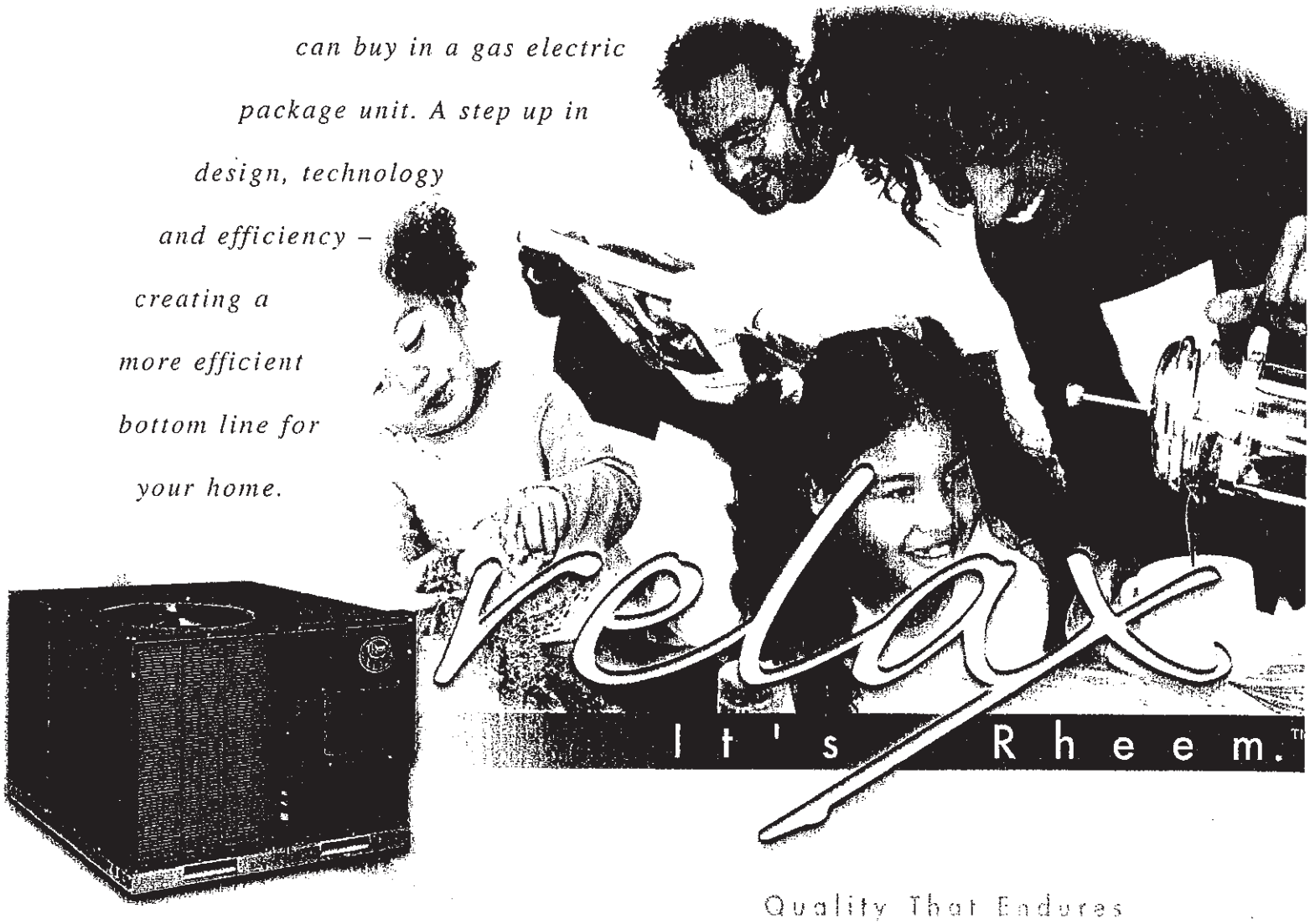
Oasis Air Conditioning

Company Name

Classic® Series RRNL 13 SEER
Classic® Series RRPL 14 SEER
Prestige Series™ RRRL 16 SEER

Package Gas Electric Units

You're looking at the best you can buy in a gas electric package unit. A step up in design, technology and efficiency – creating a more efficient bottom line for your home.



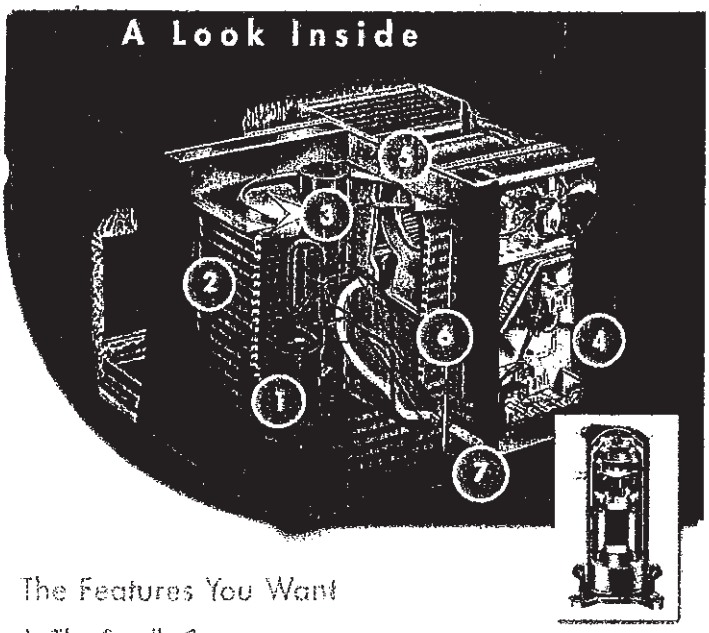
- Quiet reliable Scroll™ Compressor with a 10-year limited warranty.
- High efficiency rating for electric cooling and 80% A.F.U.E. rating for gas heating.
- Available in both single-phase and three-phase models and in capacities ranging from 2 through 5 tons.
- Uses common roof curbs and is easily convertible to either down discharge or side discharge to accommodate almost any installation requirement.

Quality That Endures

Rheem *Classic® Series* 13 & 14 SEER and *Prestige Series*™ 16 SEER Package Gas Electric Units combine money-saving efficiency, whisper-quiet operation, environmental-friendliness and superb performance to bring you peace of mind – year after year. Nothing performs more dependably than a Rheem Package Gas Electric Unit. It's that simple.

Rheem®

(26)



Model RRNL 13 SEER
Model RRPL 14 SEER
Model RRRL 16 SEER

Package Gas Electric

relax
It's Rheem.™

The Features You Want

1. The Scroll® Compressor.

All of our residential package units – regardless of efficiency level – feature the Scroll® Compressor. The scroll compressor uses a more advanced technology than traditional reciprocating compressors. They have fewer moving parts, and they are quieter, more efficient, and longer lasting.

2. Durable Cabinet with Louvered Condenser Compartment.

Our cabinets have a powder painted finish that protects them from the harshest weather extremes. And our louvered condenser compartment is the best in the industry for protecting the condenser coil against yard hazards and weather extremes.

3. Cushioned Motor Mount.

Our motor mount helps protect the fan motor from the elements for longer life. Its design dependability helps reduce vibration and noise.

4. Furnace Compartment.

Located inside the easily accessible furnace compartment is the control box, draft inducer motor, in-shot gas burners, the gas valve and manifold. Control box operational controls are "up front" for quick access and service diagnostics. The draft inducer motor is specially designed to quietly provide combustion air while simultaneously venting outdoors the combustion products from the furnace heat exchanger. In addition to the draft inducer motor, the in-shot gas burners, gas valve and manifold efficiently regulate the flow of gas for combustion. These new gas/electric units also feature direct-spark ignition and remote flame sensors for added dependability and efficiency.

5. Matched Blower, Evaporator Coil Unit.

The blower is responsible for the flow of air into your ductwork. It has been designed to match the evaporator coil and other system components for maximum efficiency and quiet operation. In addition, all of the RRRL models feature a variable speed motor that provides more even comfort throughout your home.

6. Tubular Heat Exchanger.

Our new package gas electric units feature a tubular heat exchanger design. Tubular heat exchangers are more efficient and durable than older-style clamshell heat exchangers. The factory standard heat exchanger is backed by a ten year limited warranty. All RRRL models feature a stainless steel heat exchanger which is backed by a limited lifetime warranty.

7. Service Fittings.

Exterior service fittings enable a serviceman to quickly determine unit operating conditions.

Limited Warranty Information

All of our Rheem package units were developed with dependability in mind. All RRNL and RRPL models have a conditional parts warranty of 10 years (registration required). The RRRL has a 10-year standard parts warranty. The Scroll® Compressor in all the single-phase 13, 14 & 16 SEER models installed in commercial applications, has a five-year limited warranty. 13, 14 & 16 SEER single-phase models installed in residential applications have a 10-year compressor limited warranty. The Factory Standard Heat Exchanger is backed by a 10-year limited warranty. A Stainless Steel Heat Exchanger on a single-phase model installed in a residential application features a limited lifetime warranty. A twenty-year limited warranty is offered on Stainless Steel Heat Exchangers on single and three-phase models installed in commercial applications. All other parts installed in commercial applications have a one-year warranty.

Protection You Can Count On

ProtectionPlus Extended Service Protection

While your Rheem equipment is incredibly reliable and covered by an outstanding warranty, you can extend your warranty coverage with Protection Plus® extended service protection. Then you can relax and enjoy the comfort of your Rheem package gas electric unit – without worrying about the cost of parts or labor for unexpected repairs. And when Protection Plus is purchased in conjunction with your contractor's maintenance program, you can enjoy the peace of mind that your equipment will be both maintained and repaired – as needed and without additional expense.

Ask your contractor about the variety of Protection Plus plans now available. For more information, call 1-877-276-4294 or visit www.protectionplusonline.com.

KwikComfort® Financing

KWIKCOMFORT™ FINANCING

Ask your Rheem contractor about *KwikComfort® Financing*, the easy and convenient way to finance everything associated with your Rheem equipment – your original equipment, all subsequent service, Protection Plus extended service protection, and even the comfort options you might choose to add later.

Rheem

ENERGY GUIDE

c UL us LISTED

AHRI CERTIFIED

(14 SEER & ABOVE)

AHRI CERTIFIED

Rheem Heating, Cooling & Water Heating
P.O. Box 17010 • Fort Smith, AR 72917
www.Rheem.com

Rheem manufactures residential & commercial heating, cooling & water heating products.

"In keeping with its policy of continuous progress & product improvement, Rheem reserves the right to make changes without notice."

Printed in the U.S.A. 01/12 QG Form No. M11-6504-GRAY Rev. 7

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Limited Warranty - Parts

SCOPE of WARRANTY and EQUIPMENT COVERED: The products covered by this Limited Warranty are specified below. Manufacturer, RHEEM SALES COMPANY, INC. AIR CONDITIONING DIVISION (MANUFACTURER), warrants the Covered Equipment to be free from defects in materials and workmanship, and will repair or replace, at its option, ANY PART of Covered Equipment installed in residential or commercial applications which fails in normal use and service within the Applicable Warranty Periods specified below in accordance with the terms, including, but not limited to, the specific exclusions set forth below, of this Limited Warranty and subject to the Manufacturer's right to inspect and validate the warranty claim as set forth below. If an exact replacement is not available, an equivalent unit or credit will be provided at the Manufacturer's option. The exact replacement will be warranted for only the unexpired portion of the original Applicable Warranty Period. If government regulations, industry certification or similar standards require the replacement unit to have features not found in the defective unit, you will be charged for the difference in price represented by those required features. If you pay the price difference for those required features you will also receive a complete new Limited Warranty (with the full Applicable Warranty Period) for the new replacement unit. The Manufacturer does not authorize or warranty any online/internet sale of equipment through auction websites or any other method of online sales direct to the consumer.

EFFECTIVE DATE and APPLICABLE WARRANTY PERIODS: The Effective Date of warranty coverage is the date of manufacture plus six (6) months.

APPLICABLE WARRANTY PERIODS:

A Ten (10) year Limited Warranty applies to the following Manufacturer's single-phase heating and cooling models and component parts installed in RESIDENTIAL* applications (a FIVE year Limited Warranty applies to COMMERCIAL applications) except for certain models, heat exchangers, compressors, installation locations and non-matching coils whose applicable Warranty Periods are listed below under "Exceptions".

Package Gas Electric Units: RRRL

A Five (5) year Limited Warranty applies to the following Manufacturer's single-phase heating and cooling models and component parts installed in RESIDENTIAL* (not commercial) applications except for certain models, heat exchangers, compressors, installation locations and non-matching coils whose applicable Warranty Periods are listed below under "Exceptions".

Package Dual Fuel: RQPW

Package Gas Electric Units: RKNL, RKPL, RKRL-C, RRNL, RRPL

Package Heat Pumps: RJNL, RJPL, RQNL, RQNM, RQPL, RQPM, RQRM

Package Air Conditioners: RLNL, RLPL, RLRL-C, RSNL, RSNM, RSPL, RSPM

A One (1) year Limited Warranty applies to the following Manufacturer's single-phase and three-phase heating and cooling models and components installed in COMMERCIAL applications except for certain models, heat exchangers, compressors, installation locations and non-matching coils whose applicable Warranty Periods are listed below under "Exceptions".

Commercial Coils: RCCL, RCCU

Package Gas Electric Units: RKHL, RKKB, RKKL, RKNL, RKRL, RKPL, RKRL-C, RKMA, RKMB, RRNL, RRPL, RRRL

Package Air Conditioners: RLHL, RLKB, RLKL, RLPL, RLRL-C, RLMB, RLNL, RSNL, RLRL, RSNM, RSPL, RSPM

Package Heat Pumps: RJMB, RJNL, RJPL, RQNL, RQNM, RQPL, RQPM, RQRM

Split-System Condensing Units: RAWE, RAWL

Split-System Heat Pumps: RPWE, RPWL

Electric Furnace/Air Handlers: RHGG, RHGL, RHGM

EXCEPTIONS:

COMPRESSORS:

TEN (10) YEARS: Only for models: RJNL, RJPL, RKNL, RKPL, RKRL-C, RLNL, RLPL, RLRL-C, RQNL, RQNM, RQPL, RQPM, RQPW, RQRM, RRNL, RRPL, RRRL, RSNL, RSNM, RSPL, RSPM. The Applicable Warranty Period is TEN (10) YEARS after the Effective Date for compressors in all single and three-phase products installed in residential* applications.

For any subsequent owner (or the Original Owner where the above 10 Year Compressor Limited Warranty conditions are not met or cease being met), or if the unit is installed for non-residential use, the Manufacturer's warranty on the compressor is for an Applicable Warranty Period of FIVE (5) YEARS after the Effective Date.

FIVE (5) YEARS: The Applicable Warranty Period is FIVE (5) YEARS after the Effective Date for compressors in all single and three-phase products installed in commercial applications.

PARTS:

CONDITIONAL TEN (10) YEAR PARTS WARRANTY: Only for models: RJNL, RJPL, RKNL, RKPL, RKRL-C, RLNL, RLPL, RLRL-C, RQNL, RQPL, RQNM, RQPM, RQPW, RQRM, RRPL, RRNL, RSNL, RSNM, RSPL, RSPM. A Conditional Parts Warranty of TEN (10) YEARS after the Effective Date applies if the following conditions are satisfied:

a) The unit is installed in a residential* application, is still owned by the original purchaser, in the original installation; AND

b) Warranty is registered with the Manufacturer within 60 days of original installation or closing of the purchase of your residence. Product registration is available online at www.RegisterMyUnit.com. Please refer to the Limited Warranty Coverage and Exclusions on this warranty card for additional information.

HEAT EXCHANGERS:

TEN (10) YEARS: The Applicable Warranty Period is TEN (10) YEARS after the Effective Date. If the factory standard heat exchanger fails during the Applicable Warranty Period, the Manufacturer will furnish a replacement factory standard heat exchanger. If a replacement is not available for any reason, the Manufacturer shall have the right instead to allow a credit in the amount of the distributor cost for an equivalent heat exchanger when applied to the purchase of any other unit from the Manufacturer.

TWENTY (20) YEARS: The Applicable Warranty Period is TWENTY (20) YEARS after the Effective Date on stainless steel heat exchangers when installed in a commercial application only for Models: RKHL, RKMA, RKMB, RKKL, RKNL, RKPL, RKRL-C, RRNL, RRPL, RRRL, RQPW.

CONDITIONAL LIFETIME LIMITED WARRANTY: Only for Models: RKNL (AJA or BVA option code), RKPL (AJA or BVA option code), RQPW, RRNL (AJA or BVA option code), RRPL (AJA or BVA option code), RRRL. The Manufacturer warrants the primary stainless steel heat exchanger when installed in a residential application to the Original Owner for his or her lifetime, provided the unit is installed and used in the Original Owner's principal residence, subject to proof of purchase and such installation, AND if the following additional conditions are satisfied:

a) The unit is installed in a residential* application, is still owned by the original purchaser, in the original installation; AND

b) Warranty is registered with the Manufacturer within 60 days of original installation or closing of the purchase of your residence. Product registration is available online at www.RegisterMyUnit.com. Please refer to the Limited Warranty Coverage and Exclusions on this warranty card for additional information.

For any subsequent owner (or the Original Owner where the above lifetime Limited Warranty conditions are not met or cease being met), or if the unit is installed for non-residential use, the Manufacturer's warranty on the primary stainless steel heat exchanger is for an Applicable Warranty Period of TWENTY (20) YEARS after the Effective Date.

EXCLUSIONS – In addition to the specific exclusions set forth in the other sections of this Limited Warranty document, THIS Limited Warranty WILL NOT APPLY TO:

a) damages, malfunctions, or failures resulting from failure to properly install, operate or maintain Covered Equipment in accordance with the Manufacturer's instructions;

b) damages, malfunctions, or failures caused by misuse, abuse, accident, contaminated or corrosive atmosphere, vandalism, freight damage, fire, flood, freeze, lightning, acts of war, acts of God and the like;

c) damages, malfunctions, or failures caused by improper conversion from natural gas to LP gas or LP gas to natural gas fuel source;

d) parts installed with Covered Equipment or used in connection with normal maintenance, such as cleaning or replacing air filters, refrigerant, thermostats, tubing, or concrete pads;

e) Covered Equipment which is not installed in the United States or Canada;

f) Covered Equipment which is not installed by a qualified, trained HVAC professional in accordance with applicable codes, ordinances and good trade practices;

g) damages, malfunctions, or failures caused by the use of any attachment, accessory or component not authorized by the Manufacturer;

h) Covered Equipment moved from the original installation location;

i) Covered Equipment when operated with system components (indoor unit, outdoor unit, coil and refrigerant control devices) or accessories which do not match or meet the specifications recommended by the Manufacturer;

j) any Covered Equipment manufactured by the Manufacturer that has been sold to the consumer via the internet or auction website, and has not been installed by a trained, qualified HVAC professional.

*Residential Application is defined as any single-family dwelling, which includes condominiums, duplexes and homes.

KEEP THIS WARRANTY FOR YOUR RECORDS DO NOT MAIL

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SHIPPING COSTS: This Limited Warranty does **NOT** cover shipping costs. You are responsible for the cost of shipping warranty replacement parts from our factory to the Manufacturer's distributor and from the distributor to the location of your Covered Equipment. You also are responsible for the cost of shipping failed parts to the distributor and for incidental costs incurred locally, including handling charges. (If in Alaska, Hawaii or Canada, you also must pay the shipping costs of returning the failed part to the port of entry into the continental United States.)

LABOR COSTS: This Limited Warranty does **NOT** cover any labor costs or expenses for service, **NOR** for removing or reinstalling parts. You are responsible for all labor costs or expenses, unless a labor service agreement exists between you and your contractor.

HOW TO OBTAIN WARRANTY CLAIMS ASSISTANCE: You must promptly report any failure covered by this Limited Warranty to the installing contractor or distributor. Normally, the installing contractor from whom the Covered Equipment was purchased will be able to take the necessary corrective action by obtaining through his Manufacturer's air conditioning distributor any replacement parts. If the contractor is not available, simply contact any other local contractor handling the Manufacturer's air conditioning products. The name and location of a local contractor can usually be found in your telephone directory or by contacting the Manufacturer's air conditioning distributor. If necessary, the following Manufacturer's office can advise you of the nearest distributor.

P.O. Box 17010
5600 Old Greenwood Road
Fort Smith, Arkansas 72917-7010
479-646-4311

(FOR CALIFORNIA ONLY)
14300 Alondra Boulevard
LaMirada, California 90638
866-251-4090

HOWEVER, ANY PART REPLACEMENTS ARE MADE SUBJECT TO VALIDATION BY THE MANUFACTURER OF IN-WARRANTY COVERAGE. Any part to be replaced must be made available in exchange for the replacement.

EXCLUSIVE WARRANTY – LIMITATION OF LIABILITY: This Limited Warranty is the **ONLY** warranty given by the Manufacturer. No one is authorized to make any warranties on behalf of the Manufacturer. ANY IMPLIED WARRANTIES, INCLUDING MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, SHALL NOT EXTEND BEYOND THE APPLICABLE WARRANTY PERIODS SPECIFIED IN THIS LIMITED WARRANTY. THE MANUFACTURER'S SOLE LIABILITY WITH RESPECT TO DEFECTIVE PARTS OR FAILURE SHALL BE AS SET FORTH IN THIS LIMITED WARRANTY, AND ANY CLAIMS FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES ARE EXPRESSLY EXCLUDED. Some states do not allow limitations on how long an implied warranty lasts, or for the exclusion of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

The Manufacturer does **not** authorize, recommend or receive any benefit from any **claims processing or similar fees** charged by others to process warranty claims for any unit or component part(s). The Manufacturer will **not** reimburse any party for their, or any other, fee not specifically covered in this Limited Warranty document.

This Limited Warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

The Manufacturer suggests that you immediately complete the information below on this Limited Warranty and retain this Limited Warranty Certificate in the event warranty service is needed and that you keep proper documentation.

OTHER PRODUCTS:

ONE (1) YEAR: The Applicable Warranty Period is only ONE (1) YEAR after the Effective Date for any other products, including commercial equipment and single-phase equipment installed in commercial applications.

COMPLETE THE FOLLOWING USER INFORMATION.
KEEP THIS WARRANTY FOR YOUR RECORDS – DO NOT MAIL!

Owner Name: _____

Owner Address: _____

City/State(Province)/Postal Code: _____

Date of Original Installation: _____

Installing Contractor Company Name: _____

Installing Contractor Telephone: _____

Installing Contractor Address: _____

City/State(Province)/Postal Code: _____

Model Number: _____

Serial Number: _____

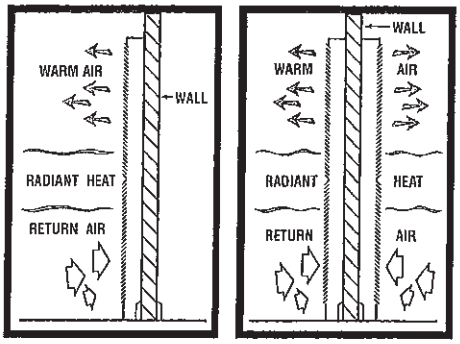
KEEP THIS WARRANTY FOR YOUR RECORDS – DO NOT MAIL!

Cozy Gravity Wall Furnaces

...with our ...nest Regards!

Cozy Gravity Wall Furnaces mount on any inside or outside wall (single wall model only) with 16" center stud space and provide both circulated and radiated heat – a preferred combination! Available in either single wall or dual wall models, they provide economy and flexibility of operation and allow individual temperature control in "hard-to-heat" areas. Cozy is a perfect answer for either new construction or remodeling heating applications.

Single or Dual Wall Models Available



COZY VALUE FEATURES

- **Neutral Bone Baked Enamel Finish** - resists fading and cleans easily with a damp cloth.
- **Resettable Blocked Flue Safety Device** - automatically shuts the unit off in the event of flue blockage or incorrect vent installation.
- **"Unibody" Grill Construction** - of heavy gauge steel eliminates heat warpage.
- **Self Energizing Controls** - provide their own power, eliminating heat loss even during a power failure.
- **430 Stainless Steel, Ported Burner** - provides quiet ignition and extinction and excellent flame characteristics for Natural and L.P. gas.
- **Low BTU Pilot** - is durably constructed of stainless steel and provides maximum efficiency during standby.
- **Continuous Seam Welded Combustion Chamber** - constructed of heavy gauge steel, maximizes heat transfer and is warranted for ten (10) years.
- **Optional Thermostatically Controlled Fan** - is available for single and dual wall furnaces to enhance air circulation and eliminate air stratification.
- **Wall Thermostat Standard** - Built-in Bulb Stat control optional.

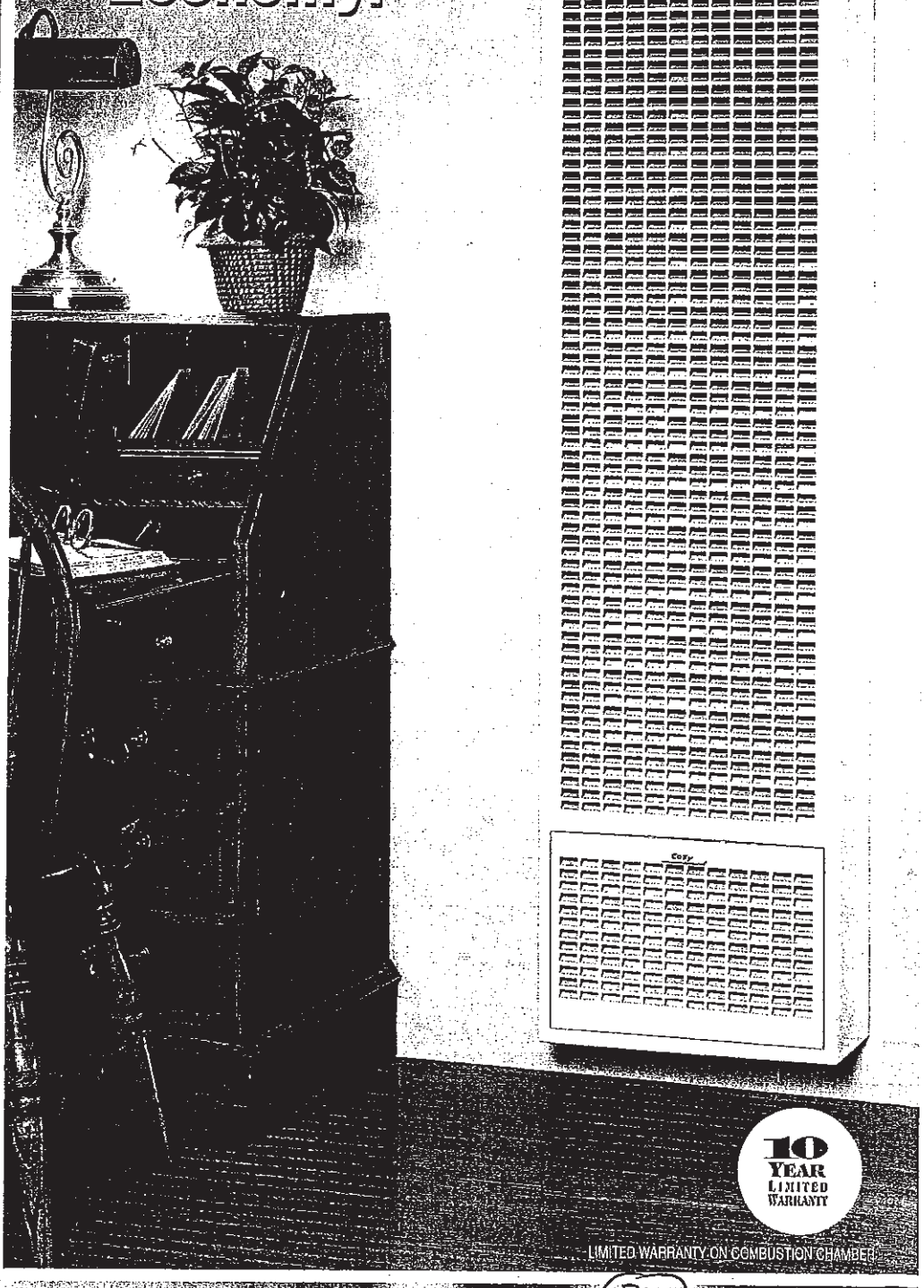
LT&S

MADE IN USA

Manufacturers of Heating Equipment Since 1888

3 MODELS TO CHOOSE FROM . . . 25,000 TO 50,000 BTU

Mounts in the wall . . . features Comfort and Economy!

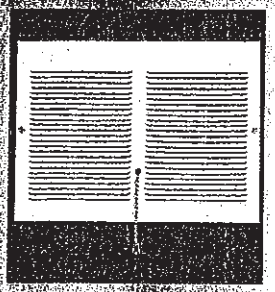


10 YEAR LIMITED WARRANTY

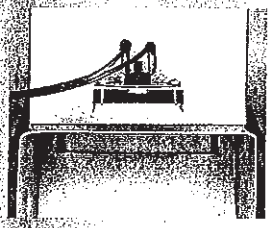
LIMITED WARRANTY ON COMBUSTION CHAMBER

Cozy Gravity Wall Furnaces

Engineered for years of efficient, trouble free service
Featuring 20 gauge aluminized combustion chambers, warranted for 10 years.



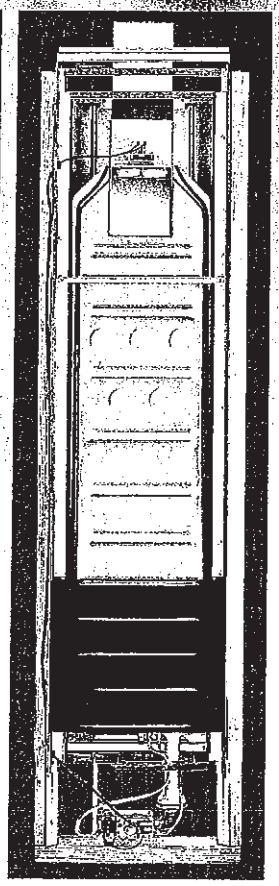
Single Wall Furnace models may be equipped with a Rear Register Kit and Grille (40542) allowing warm air to circulate into the adjoining room. Adjustable vent controls air flow.



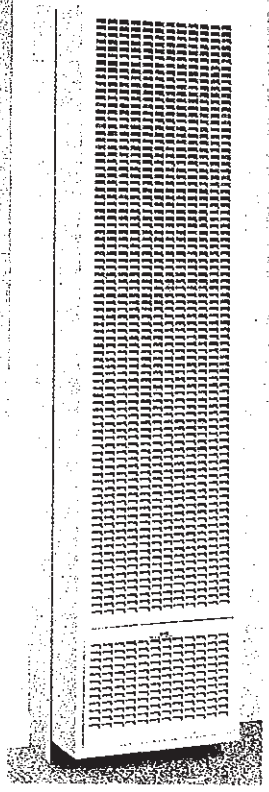
Resettable Blocked Flue ty Device automatically s the unit off in the event of flue blockage or incorrect vent installation.



Optional built-in bulb stat kit with side control (BBSK).



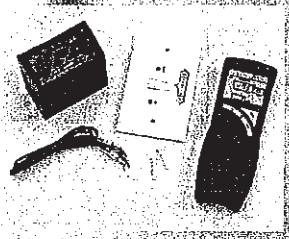
Continuous Seam-Welded Combustion Chamber constructed of heavy gauge aluminized steel, maximizes heat transfer. Warranted for ten (10) years.



Free Standing Kit (FSK) allows single wall furnaces to be surface mounted. Eliminates cutting holes in wall — ideal for masonry wall installation. For use with ceilings up to 8'6" tall; adds 4-3/4" to unit depth. (vent pipe not included). Weight: 16 lbs.



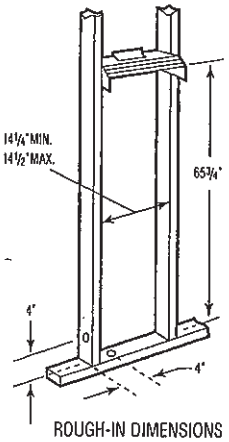
Fan accessory kit (WFF81) available for installation on top of furnace to increase circulation. Adds only 10½" to height of casing. Fits flush against wall — not recessed. Operates at 50 CFM on 115V.



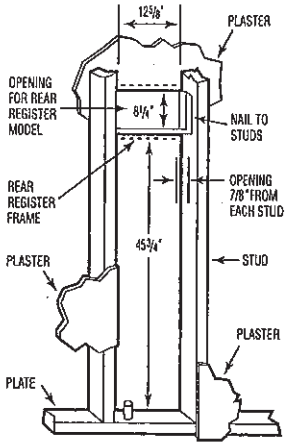
3003P - Optional wireless remote thermostat, provides 7 day programming.
40VK - Optional vent kit. Includes: (1) 4" oval base plate, (2) 24" sections oval b/w vent pipe, (1) 4" oval-round adapter, (2) ceiling plate spacers.

ROUGH IN

Easy installation method reduces installation time to minutes . . . only one man needed. New positive fastening tabs hold grille in place . . . makes installation a snap!



ROUGH-IN DIMENSIONS



REAR REGISTER OUTLET LOCATION

SPECIFICATIONS

Model Number	Type Control	Type Gas	BTU/Hr. Input	Vent Size	Gas Inlet	Finished Dimensions	Shipping Weight	Rear Register Kit Model	Rear Register Kit Weight	Fan Kit Model	Fan Kit Weight
W255	M. Volt	Nat.	25,000	4"	1/2"	16½" W × 68⅜" H × 6½"D	90 lbs.	40542	5 lbs.	WFF81	10 lbs.
W256	M. Volt	L.P.	25,000	4"	1/2"	16½" W × 68⅜" H × 6½"D	90 lbs.	40542	5 lbs.	WFF81	10 lbs.
W355	M. Volt	Nat.	35,000	4"	1/2"	16½" W × 68⅜" H × 6½"D	90 lbs.	40542	5 lbs.	WFF81	10 lbs.
W356	M. Volt	L.P.	35,000	4"	1/2"	16½" W × 68⅜" H × 6½"D	90 lbs.	40542	5 lbs.	WFF81	10 lbs.
W505	M. Volt	Nat.	50,000	4"	1/2"	16½" W × 68⅜" H × 6½"D	134 lbs.	N/A	N/A	WFF81*	10 lbs.
W506	M. Volt	L.P.	50,000	4"	1/2"	16½" W × 68⅜" H × 6½"D	134 lbs.	N/A	N/A	WFF81*	10 lbs.

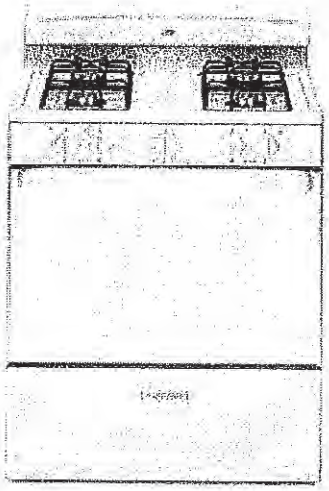
*One or two fan kits may be used on dual-wall furnace.

Louisville Tin & Stove Co.
INCORPORATED
PO. BOX 2767 • LOUISVILLE, KENTUCKY 40201-2767
PHONE: (502)589-5380 • FAX: (502)589-5382
www.cozyheaters.com
cozyinfo@cozyheaters.com

LTS
Manufacturers of heating equipment
for over 120 years

HARDI
AHRI MEMBER

30" Freestanding Gas Range



White-on-White: Model TGP300TQ
*** MSRP: $369**

- 4.4 cu. ft. Capacity
- Standard-Clean Oven
- Standard Pilot
- (4) 9,000 BTU Open Burners
- Steel Burner Grates
- Upsw ept Porcelain Cooktop
- Lift-Up Cooktop
- ADA Compliant Front Controls
- 4" Backguard
- Tow el Bar Handle
- Metal Door
- 2 Oven Racks w ith 5 Rack Guide Positions
- Drop-Dow n Broiler
- 2 Piece Broiler Pan
- LP Conversion Kit Included

Height: 42 inches
Depth: 26 3/4 inches
Width: 29 7/8 inches

Electrical Requirements:
Amperage, 10

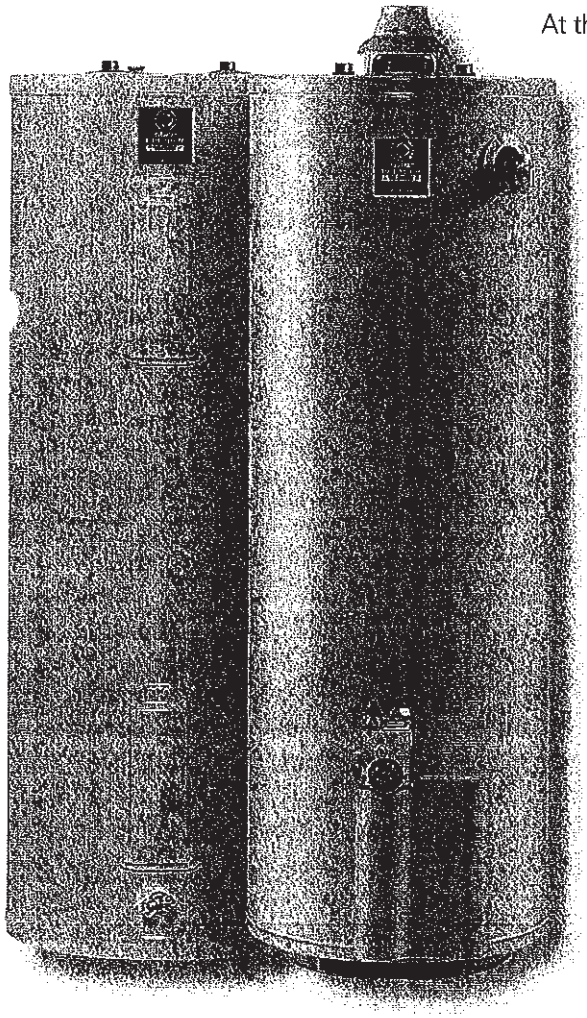
* MSRP is Manufacturer's Suggested Retail Price and may not necessarily be the price at w hich the product is sold in the consumer's area. Dealer alone determines actual price.

State Premier®. The Best of Everything.

The water heater is the most frequently used appliance in any home and accounts for an estimated 20% of the total yearly energy budget. That makes choosing State's 10-year warranty Premier water heater one of the smartest long-term investments a homeowner can make.

Every self-cleaning Premier water heater is fully loaded with innovative technology and superior materials for maximum money-saving efficiency, high hot-water output and long, dependable life. And now, State has made our best even better, by adding the new Blue Diamond™ Glass Coating.

Patented Blue Diamond™... Ultimate Protection.



Premier Electric *Premier Gas*

At the heart of almost every water heater is a steel tank, protected against the corrosive effects of hot water by porcelain "glass lining". Our breakthrough Blue Diamond formula is enriched with a higher level of zircon, producing a coating that is harder and more water-resistant than any other in the industry.

The superior water resistance of Blue Diamond has been demonstrated in accelerated tests against glass lining samples taken from competitive water heaters.



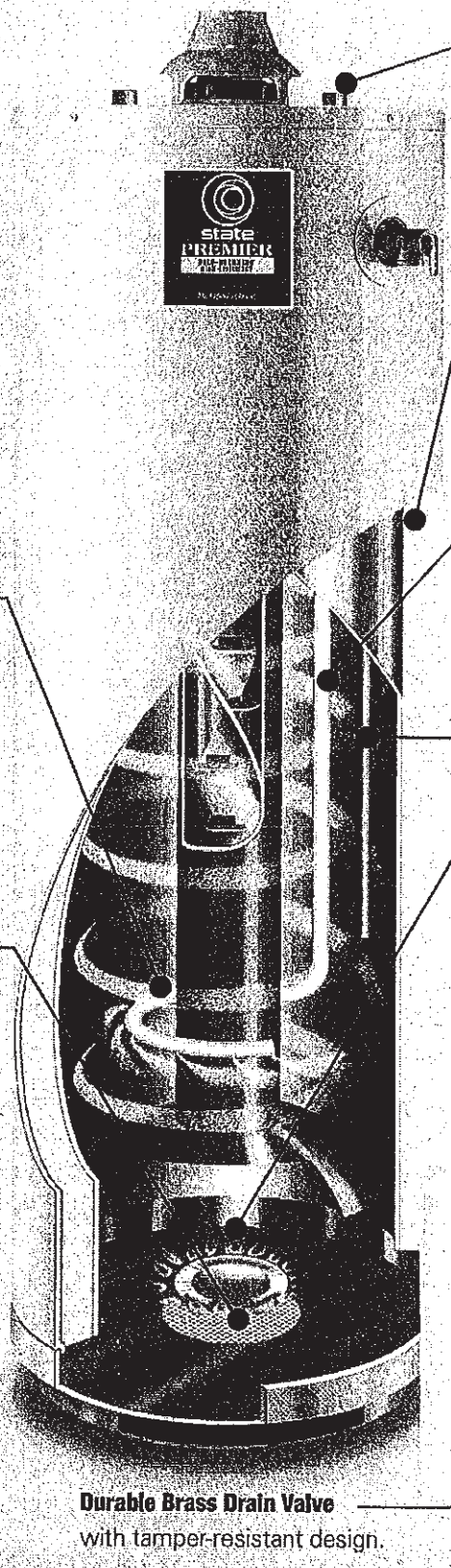
BLUE DIAMOND GLASS COATING

These tests determined water resistance by measuring the rate at which each glass lining sample dissolved over the 20-week test cycle. The results (expressed in milligrams of weight loss per square inch of lining surface) are an indicator of how the glass lining will stand up to constant exposure to hot water. The lowest milligrams per square inch loss shows, Blue Diamond outlasts them all!

	Coating Loss During 20-Week Test Cycle	How Much Better Is Blue Diamond?
Blue Diamond Glass Lining	8.8 mg/sq. in.	
Competitor "A" Glass Lining	22.6 mg/sq. in.	1.5x Better!
Competitor "B" Glass Lining	24.3 mg/sq. in.	1.7x Better!
Competitor "C" Glass Lining	25.4 mg/sq. in.	1.9x Better!
Competitor "D" Glass Lining	44.8 mg/sq. in.	4x Better!

State has an impressive heritage of developing new ways to heat and store water faster and more efficiently and new designs to extend water heater life expectancy.

The 10-year warranty Premier residential water heater reflects the very latest in technology, including our breakthrough Blue Diamond™ Glass Coating.



Energy-Saving Silencer™ Heat Traps help keep energy from escaping during "standby" periods.

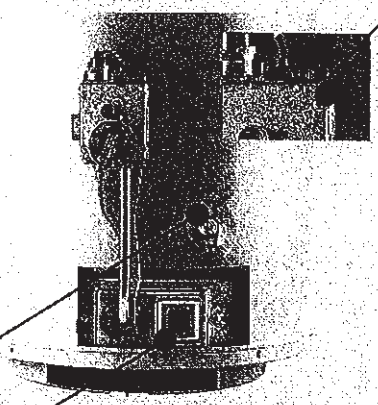
Energy-Saving Foam Insulation for superior protection against radiant heat loss. 2"-thick insulation on gas models. 3"-thick insulation on electric models.

The Turbo Coil and all other State water heater **Dip Tubes are made from PEXAN™,** a cross-link PEX polymer that can withstand long-term exposure to water temperatures up to 400F.

Heavy-Duty Magnesium Anode Rods help protect glass-lined tank from rust and corrosion.

Eco-Friendly Green Choice™ Gas Burner, standard on all State gas water heaters, reduces NOx emissions by up to 33%, complies with Southern California and Texas requirements.

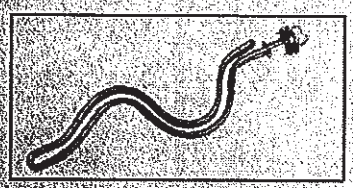
Easy-to-Light Piezo Igniter for fast "one-hand" pilot ignition on C3 Technology gas models.



Pioneered by State in 1982, the Self-Cleaning Turbo Coil Dip Tube helps prolong tank life and maintain high energy-efficiency. It directs incoming cold water to create turbulence that reduces sediment buildup in the tank.

C3 Technology™ Gas Water Heater Design meets ANS Z21.10.1 standards dealing with the ignition of flammable vapors outside the water heater. Exclusive non-metallic Corderite flame arrestor will not warp or conduct heat.

Premier Electric Equipped with State Sandhog Heating Element with low-watt density design and nearly indestructible Incoloy steel.



Sandhog elements operate more efficiently and last 2-3 times longer than standard copper elements.

Durable Brass Drain Valve with tamper-resistant design.

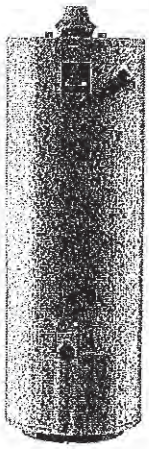
View Port for easy burner inspection, standard on all C3 Technology gas models.

PEXAN

Green Choice™
The Eco-Friendly Gas-Fired Burner

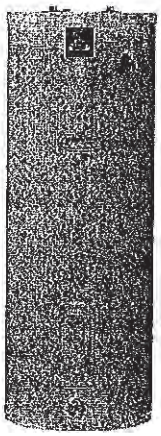
C3 TECHNOLOGY

Premier® Residential Water Heaters



Premier® Residential Gas Water Heaters									
Model	Peak Demand Output (1st Hour Rating Gallons)	Energy Factor	Gal. Cap.	BTU Input Per Hour Natural	Recovery 90F Rise Gallons	R Value	Dimensions in Inches		
							Height*	Diameter	Draft Hood Outlet
Tall Models									
GPX 40 YXRT	81	.63	40	40,000	41	16	63-1/2	20-1/2	3 or 4
GPX 50 YXRT	97	.63	50	40,000	44	16	65	22	3 or 4

* Height shown is to top of draft hood.



Premier® Residential Electric Water Heaters									
Model	Peak Demand Output (1st Hour Rating Gallons)	Energy Factor	Gal. Cap.	Element Wattage 240 V.A.C.		Recovery 90F Rise Gallons	R Value	Dimensions in Inches	
				Standard	Maximum			Height	Diameter
Tall Models									
EPX 40 DXRT	56	.95	40	4500	5500	21	24	60-1/2	20
EPX 52 DXRT	60	.95	50	4500	5500	21	24	57	22-1/2
EPX 68 DXRT	72	.95	66	4500	5500	21	24	62	24
EPX 80 DXRT	81	.95	80	4500	5500	21	24	62	26
Medium Models									
EPX 40 DXRS	52	.95	40	4500	5500	21	24	47	22-1/2
EPX 50 DXRS	62	.95	50	4500	5500	21	24	50	24

For more information on Premier® contact:
State Water Heaters
500 Tennessee Waltz Parkway, Ashland City, TN 37015
800.365.0024 Toll-free USA
www.statewaterheaters.com
March 2008R

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SRGBR00107

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PLC SYSTEM SERVICES

PLC SYSTEM SERVICES PROPOSAL

Subcontractor-Appliances RFP# CAPK ENERGY 2019-001

RFP Proposal Checklist (mandatory)

Proposal Title CAPK Energy 2019-001- Subcontractor – Appliances		Due Date 06/10/2019	
Primary Contact **Erick Puente**		Title **General Partner**	
Company **PLC System Services**		Phone **(661) 706-8717**	Fax **N/A**
Address **11509 Orchard Park Dr.**	City **Bakersfield**	State or Province **CA**	Zip **93311**
Secondary Contact **Rick Saucedo**		Title **General Partner**	
Company **PLC System Services**		Phone **(661) 302-5042**	Fax **N/A**
Address **1159 Orchard Park Dr.**	City **Bakersfield**	State or Province **CA**	Zip **93311**

THE PRIME VENDOR MUST SIGN THIS FORM BELOW and ANSWER THE FOLLOWING QUESTIONS:

Do you accept all Terms & Conditions in the RFP? (if no, explain on separate page)	_X_ Yes ___ No
Have you been Debarred or Suspended as per Title 49, Code of Federal Regulations, Part 29?	___ Yes _X__ No
Are you a Minority or Women-Owned Business Enterprise?	___ Yes _X__ No
Are you submitting the required number of originals and copies? (See proposal instructions.)	_X__ Yes ___ No

ON WHAT PAGE IN YOUR PROPOSAL CAN THESE ITEMS BE FOUND?

Section II Special Conditions D. Technical Proposal Information:		Completed and Signed Bid Form	___13__
Vendor's experience and capabilities information	___3__	References	_6, 21__
Organization, size and structure	___5__	CA State Contractors License	__22___
Conflict of Interest statement	____20_	EPA Certification	__23___
Warranty Information	__20__	Vendor Information Sheet	___15__
		W-9	___16__

AUTHORIZED SIGNATURE & CERTIFICATION

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 under all applicable Federal, state and local laws and regulations pertaining to labor standards. 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.

Signature 	Name **Erick Puente**
Title **General Partner**	Organization **PLC System Services**
Phone **(661) 706-8717**	Date **June 10, 2019**

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

PLC System Services Proposal for CAPK Energy 2019-001

Subcontractor- Appliances

I. General Conditions:

Job Site and Address:

Community Action Partnership of Kern
Subcontractor – Appliances RFP CAPK Energy 2019-001
ATTN: Kerri Davis, Business Services
5005 Business Park North
Bakersfield, CA 93309

Contract Start Date:

June 27, 2019 through June 30, 2021

II. Special Conditions:

A. Experience:

PLC System Services is pleased to have this opportunity to offer *Community Action Partnership of Kern* our proposal for Subcontractor- Appliances RFP CAPK Energy 2019-001. By selecting *PLC System Services* as your Vendor/Subcontractor, CAPK will have the opportunity to work with an independently owned business that can provide quality service that is driven by professionalism. Encompassing the capabilities to handle various situations that range from simple installs and repairs to servicing and repairing more complex equipment such as commercial chillers and broilers. Currently, we have the privilege of serving a large acreage university; multiple non-profit organizations; many locally owned businesses; as well as caring for county contracts. With our experience, we are confident that we can tackle the situations that may arise at your facility. Being a locally owned small business, we can provide promptness, reliability, and excellent customer service. We take pride in providing the detailed attention and customer care that your company is seeking. With your approval, we are looking forward to start immediately and we look forward to working closely with Community Action Partnership of Kern.

B. **Scope of Work:**

As your Vendor/Subcontractor, ***PLC System Services*** will be able to provide work that is needed in order to replace gas and electrical appliances; including wall furnaces, heaters, dual pac rooftop units, forced air replacement units (FAU), rooftop heat pumps, split systems, mobile home split systems, ductwork, thermostats, evaporative coolers, and window air conditioners, as requested by CAPK. We currently hold a Class C-20, C-10, and a C-4 Contractor's License, as well as being EPA Certified.

C. **Technical Proposal Information:**

1. Currently, we have the privilege of serving a large acreage university; multiple non-profit organizations; many locally owned businesses; as well as caring for county contracts. With our experience, we are confident that we can tackle the situations that may arise within your facility. Being small business, we can provide promptness, reliability, and excellent customer service. Our General Partners are fully involved with each customer and are continually active in the field of HVAC.

2. ***PLC System Services*** primary staff members are able to communicate with supervisors and CAPK personnel directly over the phone without the need of a call-in service or an after hour's operator. Owners can be reached directly in order to expedite any issues that may arise on or off site. Additionally, if preferred, email can be used as another source of communication.

D. Primary Staff

1. **Erick Puente** – General Partner (661) 706-8717

Erick Puente has over 11 years as an HVAC service technician. Possessing Journeyman skills, an EPA Certification as well as receiving his contractor's license from the California State License Board; Erick is competent at installing, maintaining, or repairing commercial grade and residential grade HVAC equipment. Being a partner of PLC, Erick is fully involved with each customer and takes pride in providing quality service and care.

2. **Rick Saucedo** – General Partner (661) 302-5042

Rick Saucedo has over 15 years' experience within the HVAC field as a service technician. Being a master sheet metal craftsman, as well as PLC's programmable controls contractor, Rick also possesses a contractor's license from the California State License Board and currently holds an EPA Certification.

3. **Daniel Housh** – General Partner (661) 447-2888

Daniel Housh has over 14 years' experience within the HVAC field as a service technician. Very knowledgeable in all aspects of HVAC, Daniel specializes in Chiller mechanics, as well as commercial and residential grade HVAC equipment. Daniel holds a contractor's license issued from the California State License Board and also currently holds an EPA Certification.

E. **Organization, size, and structure**

PLC System Services is a locally, independently owned company located in Bakersfield, California. Encompassing the capabilities to handle various situations, PLC can confidentially service businesses that range from having more than 150 units or more; chillers; broilers; or to service and maintain large acreage universities/ college campuses. Whether the client's needs are large or small, our six (6) full-time technicians, can confidently resolve any issue that may arise.

F. **Conflict of Interest:** ***PLC System Services*** does not have any conflict of interest with ***Community Action Partnership of Kern*** nor with any of their staff.

G. **Small Business:** ***PLC System Services*** *is registered with the U.S. Small Business Administration.*

H. **Warranty:** Repair and/or replacement will be submitted in writing for approval. "NO" Repairs will be made without customer approval. Newly replaced parts are warranted up to one (1) year from date of installation. Labor is warranted for up to 30 days. Any type of asbestos, or removal of hazardous materials is not covered under PLC System Services. It is understood that the repair, replacement and emergency service provisions apply only to the systems and equipment agreed upon between PLC System Services and CAPK. Total materials, labor, permit and disposal of debris from clean up shall be included in the agreed price listed on CAPK Bid form. Should a piece of equipment reach the end of its useful life, or become outdated due to lack of available parts or is not repairable, or becomes unlawful to operate, then Community Action Partnership of Kern will agree to pay for the replacement of that equipment.

I. **Appendix:**

- **Proposal Checklist**
- **Signed Bid Form RFP CAPK Energy 2019-001 (Bid Form Pages 1-6).**
- **Three References:** Included references are from:
  - ***Marcus Fuentes, Facilities Manager-****Santa Barbara Business College and California Aeronautical University (CAU)*
  - ***Gilberto Arias Jr, Manager/Vice President-*** *Mercado Latino/ Tianguis*
  - ***Luis Aguiliar- Facilities Manager-*** *Pacific Health Education Center*
- **Copies of California State Contractor's License and EPA Certification**
- **Completed Vendor Profile Sheet**
- **Signed Copy of CAPK Additional Terms and Conditions**
- **Completed and Signed Vendor Information Sheet**
- **Completed and Signed W-9**
- **Explanation of materials/appliance quote, warranty information, and conflict of interest.**

Closing: We at ***PLC System Services*** thank you for giving us the opportunity to provide a proposal for the Subcontractor – Appliances for ***Community Action Partnership of Kern***. We look forward to working with you and providing professional, quality service that your organization is seeking.

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RFP CAPK Energy 2019-001
SUBCONTRACTOR - APPLIANCES
BID FORM

Unit Price Quote:

Please provide a unit price quote for each of the items listed below. **The price quote must be a total cost including material, labor and permit.** The complete job includes the new appliance, installation and removal and disposal of the removed appliance, and cleanup of debris created during the installation. Price quotes should be for a normal installation. Additional charges for unusual situations are handled on a case-by-case basis.

All pricing should include crane rental, permit, Hers duct test and certificate where applicable, as well as the removal and disposal of all the old equipment and trash.

1. **SMOKE AND CARBON MONOXIDE DETECTORS**
   - Smoke detector — Not Awarded
   - Carbon monoxide detector — Not Awarded
   - Combination smoke detector and carbon monoxide detector — Not Awarded

2. **WALL FURNACE**
   Remove existing wall furnace and vent system (metal). Install new wall furnace with 78% efficiency, vent system and gas flex and valve at furnace location.
   - Single sided – 35,000 BTU — $ 2078
   - Double sided – 50,000 BTU — $ 2078

3. **HEATER - EXTERIOR WALL DIRECT VENT**
   Remove existing direct vent heater and install a new direct vent heater with 78% efficiency, a new gas flex and valve.
   - Heater – 35,000 BTU — $ 3116
   - Heater – 50,000 BTU — $ 3392

4. **HEATER – FLOOR FURNACE**
   Remove existing floor furnace and install new floor furnace, no floor cutting required. Replace horizontal metal vent (4') to existing vertical vent, and gas flex and valve.
   - Floor furnace – 60,000 BTU — $ 3192

5. **DUAL PAC ROOFTOPS (14 SEER, R410A, SINGLE PHASE)**
   Remove the existing rooftop system and stand. Install a new transition, angle iron stand and rooftop system. Install a new electrical disconnect, gas flex and valve and condensate drain in copper.
   - 2 ton — $ 5981
   - 2.5 ton — $ 6193
   - 3 ton — $ 6290
   - 3.5 ton — $ 6727
   - 4 ton — $ 6869

- 5 ton — Not Awarded

6. **FORCED AIR UNIT (FAU) UP FLOW**

Remove the existing FAU and install a new up flow high efficiency (80% or higher AFUE rating) FAU, closet installation, adapt to existing supply plenum. No duct work required. (Closet alteration for free air requirements to be bid separately on an individual basis.)

- 40,000 BTU — $ 3264
- 60,000 BTU — $ 3320
- 75,000 BTU — $ 3320
- 80,000 BTU — $ 3398

7. **FORCED AIR UNIT (FAU) HORIZONTAL FLOW**

Remove the existing FAU and install a new horizontal high efficiency (80% or higher AFUE rating) FAU in the attic with existing legal platform: Attic access 30" x 30". Adapt to existing supply and return plenums, vent into the existing roof stack.

- 40,000 BTU — $ 3627
- 60,000 BTU — $ 3789
- 75,000 BTU — $ 3976
- 80,000 BTU — $ 4100

8. **ROOFTOP HEAT PUMPS (14 SEER, R410A, SINGLE PHASE)**

Remove the existing rooftop system and stand. Install a new transition, angle iron stand and rooftop system. Install a new electrical disconnect and condensate drain in copper.

- 2 ton — $ 6185
- 2.5 ton — $ 6404
- 3 ton — $ 6443
- 3.5 ton — $ 6956
- 4 ton — Not Awarded
- 5 ton — Not Awarded

9. **SPLIT SYSTEM GAS/ELECTRIC**

Remove the existing up flow split system and install a new up flow high efficiency (80% or higher AFUE rating) split system, closet installation, adapt to existing supply plenum. Flush the line set and reconnect with a liquid line drier, install all new venting, no duct work is required. (Closet alteration for free air requirements to be bid separately on an individual basis.)

CONDENSERS (14 SEER, R410A, SINGLE PHASE)

- 2 ton — $ 2022
- 2.5 ton — $ 2469
- 3 ton — $ 2328
- 3.5 ton — $ 2497
- 4 ton — $ 2553
- 5 ton — $ 2632

FURNACES UP FLOW (80% or higher AFUE Rating; 15 Volts)

- 2 ton; 40,000 BTU — $ 3024
- 3 ton; 70,000 BTU — $ 3038
- 4 ton; 90,000 BTU — $ 3228
- 5 ton; 110,000 BTU — $ 3346

EVAPORATOR COIL (14 SEER, R410A, UP FLOW)

- 2 ton — $ 1383
- 2.5 ton — $ 1383
- 3 ton — $ 1393
- 3.5 ton — $ 1320
- 4 ton — $ 1560
- 5 ton — $ 1680

10. **SPLIT SYSTEM HEAT PUMPS**

Remove the existing up flow heat pump split system and install a new up flow heat pump split system, closet installation, adapt to existing supply plenum. Flush the line set and reconnect with a bi flow drier, no duct work is required.

CONDENSER (14 SEER, R410A, SINGLE PHASE)

- 2 ton — $ 2803
- 2.5 ton — $ 3042
- 3 ton — $ 3300
- 3.5 ton — Not Awarded
- 4 ton — Not Awarded
- 5 ton — Not Awarded

AIR HANDLERS (14 SEER, R410A, SINGLE PHASE W/HEAT STRIP)

- 2 ton — $ 2257
- 2.5 ton — $ 2411
- 3 ton — $ 2411
- 3.5 ton — $ 2519
- 4 ton — $ 2534
- 5 ton — $ 2649

11. **MOBILE HOME SPLIT SYSTEM DOWN FLOW**

Remove the existing down flow split system and install a new down flow high efficiency (80% or higher AFUE rating) split system, adapt to existing supply plenum. Flush the line set and reconnect with a liquid line drier, install all new venting, no duct work required.

CONDENSER (14 SEER, R410A, SINGLE PHASE)

- 2 ton — $ 1864
- 2.5 ton — $ 2023
- 3 ton — $ 2194
- 3.5 ton — $ 2438
- 4 ton — $ 2508
- 5 ton — $ 2514

FURNACE (80% EFFICIENCY -- DOWN FLOW FURNACE MOBILE HOME APPROVED

- 56,000 BTU $ 3413
- 70,000 BTU $ 3538
- 77,000 BTU $ 3904
- 90,000 BTU $ 4270

EVAPORATOR COIL (14 SEER, R410A, DOWN FLOW)

- 2 ton $ 1153
- 2.5 ton $ 1168
- 3 ton $ 1168
- 3.5 ton $ 1170
- 4 ton $ 1300
- 5 ton $ 1400

12. **MOBILE HOME SPLIT SYSTEM UP FLOW**

Remove the existing up flow split system and install a new up flow high efficiency (80% or higher AFUE rating) split system, closet installation, adapt to existing supply plenum. Flush the line set and reconnect with a liquid line drier, install all new venting, no duct work is required. (Closet alteration for free air requirements to be bid separately on an individual basis.)

CONDENSER (14 SEER, R410A, SINGLE PHASE)

- 2 ton $ 2022
- 2.5 ton $ 2461
- 3 ton $ 2328
- 3.5 ton $ 2497
- 4 ton $ 2553
- 5 ton $ 2632

FURNACE (80% EFFICIENCY -- UP FLOW FURNACE MOBILE HOME APPROVED

- 56,000 BTU $ 2794
- 70,000 BTU $ 2900
- 77,000 BTU $ 3200
- 90,000 BTU $ 3500

EVAPORATOR COIL (14 SEER, R410A, UP FLOW)

- 2 ton $ 1153
- 2.5 ton $ 1153
- 3 ton $ 1050
- 3.5 ton $ 1100
- 4 ton $ 1300
- 5 ton $ 1400

13. **DUCTWORK**

Duct work is to be priced by the linear foot, including the labor cost per foot.

- 4"- 5" flexible ductwork – R6 $ 5.83
- 6" - 7" flexible ductwork – R6 $ 6.28
- 8" - 9" flexible ductwork – R6 $ 7.60
- 10" - 12" flexible ductwork – R6 $ 9.75

- 14" - 16" flexible ductwork – R6 $ 12.94
- 18" - 20" flexible ductwork – R6 $ 15.23

14. **THERMOSTAT**

Remove the old thermostat and Install a new programmable thermostat.

- 5-2 Day Programmable $ 157

15. **EVAPORATIVE COOLER – ROOF**

Remove the old down flow cooler and install a new 4500 CFM down flow cooler with a new ½ horsepower single speed motor, install a new ¼" copper water line and shut off valve, install a new metal leg kit. $ 1882

16. **EVAPORATIVE COOLER – WINDOW**

Remove the old window cooler and install a new 4500 CFM window cooler, install a new ¼" copper water line and shut off valve, install a new chain hanging kit, seal around the window opening, if needed $ 1882

17. **AIR CONDITIONER – WINDOW**

Remove the old window air conditioner and install a new 12K BTU window air conditioner 115 volts straight cooling, install a new chain hanging kit, seal around the window opening, if needed. $ 1400

18. **HOT WATER HEATER – ELECTRIC, NATURAL GAS OR PROPANE**

Include in your price quote new water heater gas line valve, gas connector, flex water connectors, ¾" water gate valve and vent materials to existing ceiling jack. All water heaters must be secured to structure top and bottom for earthquake strapping. Price quotes are to include permit costs, if applicable.

- 30-gallon water heater installed in garage on existing 18" platform $ 1800
- 40-gallon water heater installed in garage on existing 18" platform $ 1800
- Construction and installation of new 18" platform $ 300
- 30-gallon water heater installed outside on existing concrete pad in existing metal cabinet enclosure $ 1800
- 40-gallon water heater installed outside on existing concrete pad in existing metal cabinet enclosure $ 1100
- Construction and installation of new outside cabinet enclosure, with concrete pad and new vent system extending above roof caves $ 1800
- 30-gallon water heater installed in indoor cabinet enclosure $ 1800
- 40-gallon water heater installed in indoor cabinet enclosure $ 1800
- 30-gallon water heater installed in indoor open area (i.e., laundry room) $ 1800
- 40-gallon water heater installed in indoor open area (i.e., laundry room) $ 1800
- Cost per foot for additional piping, installed
  - Copper 3/4" $ 12.50
  - Galvanized 3/4" $ 11.20

19. **FREE STANDING RANGE – ELECTRIC (220 Volt), COOK TOP (GAS, ELECTRIC, PROPANE)**

All counter tops and 30" free-standing ranges will be provided by the Contractor. Incidental charges for other than "kind for kind" installations are handled on an individual job basis and are to be quoted and billed separately.

All installations will include removal and disposal of old range, installation of line valve and connector. Price quotes are to include permit costs, if applicable.

- 30" free-standing range $ N/A
- 4-burner countertop unit with electric ignition, requiring no incidental work (straight drop in) $ N/A

20. **ADDITIONAL SERVICES**

Hourly rate for Service Technician	$ 90
Hourly rate for Two-man Service Crew	$ 180
Mark-up for additional material not listed in per unit bids above (percentage)	15 %
Mileage charges (when applicable), not to exceed the IRS standard mileage rate	$ 0.58

VENDOR:

PLC System Services
Company Name

Signature

Erick Puente
Printed Name

06/10/2019
Date

VENDOR PROFILE SHEET

General Information:

1. Firm Name: PLC System Services Phone No. (661) 706-8717

2. Contractor License

   Class C-10 Contractor License Number: 1016990

   Class C-20 Contractor License Number: 1016990

   Class C-36 Contractor License Number: N/A

   List any other Licenses held Number: C-4

   Name of License Holder: PLC System Services/ Erick Puente

   Relationship to Company: General Partner

3. U.S. Environmental Protection Agency (EPA) Certification #: P32AAEC49CBCFE660

4. Name of Person(s) authorized to make financial and business decisions and sign legal documents:

   Name: Erick Puente Title/Position: General Partner

5. How many years of experience does your company have? 11

6. Total number of employees: 6

7. Number of Repair/Replacement technicians you currently employ? 5

8. Number of furnaces you can repair per week: 15-25

9. Number of furnaces you can replace per week: 2-5

10. Number of water heaters can you replace per week: 2-6

11. Number of ranges you can replace per week: N/A

12. Approximate number of days you can begin service at the capacity indicated above after execution of the Contract.

    CHECK ONE: a. 1-4 days X b. 5 days___ c. 2 weeks ___d. 3 weeks ___

13. Will you be able to respond to hazardous corrections or complaints within 48 hours and all other corrections within five working days after oral or written notification from the Agency? YES

14. If there any type of appliance your company is not equipped to repair or replace? Yes____ No X

15. If yes, please explain:_____

16. Is your company equipped to make incidental repair applicable to the installation of an appliance (i.e., drywall work, painting, etc.) yes_____ No X

17. List your normal territory of operation: HVAC

Community Action Partnership of Kern
• Business Services Department •
5005 Business Park North, Bakersfield, CA 93309 • 661.336.5236 • procurement@capk.org

VENDOR INFORMATION SHEET

Date: June 10, 2019 Prepared By: Erick Puente

Official Business Name: PLC System Services

DBA: PLC System Services

Location Address: 11509 Orchard Park Dr., Bakersfield, CA 93311
Street City State Zip

Remit Address: 11509 Orchard Park Dr., Bakersfield, CA 93311
Street City State Zip

Contact Person: Erick Puente Title: General Partner

Phone #: (661) 706-8717 Accts. Receivable Phone #: (661) 363-3004

Fax #: 6661 N/A Customer Service Phone #: (661) 706-8717

CAPK Vendor #: E-mail Address: epuente@plcsystemservices.com

Federal ID # or SS#: 81-2500739 Type of Business: Partnership

Contractor Lic #: 1016990 Business Lic #: 19-00154057 City Issued: Bakersfield

General Liability Insurance Carrier & Policy #: Kinsale Insurance Company; Policy # 0100053763-1

Auto Liability Insurance Carrier & Policy #: United Financial Casualty Company; Policy # 06411973-1

Workers Compensation Insurance Carrier & Policy #: NorGuard Insurance Company; Policy # PLWC946256

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: 4 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: Erick Puente

Title: General Partner Date: June 10, 2019

Form **W-9**
(Rev. December 2014)
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.

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
PLC System Services

2 Business name/disregarded entity name, if different from above
PLC System Services

3 Check appropriate box for federal tax classification; check **only one** of the following seven boxes:
☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☑ Partnership ☐ Trust/estate
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶
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.
☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any)
Exemption from FATCA reporting code (if any)
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
11509 Orchard Park Dr.

Requester's name and address (optional)

6 City, state, and ZIP code
Bakersfield, CA 93311

7 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 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.

Social security number
___ - ___ - ____

or

Employer identification number
81 - 2500739

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 Signature of U.S. person ▶ *M. Ruano* Date ▶ **June 10, 2019**

General Instructions

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

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

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)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

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. See *What is FATCA reporting?* on page 2 for further information.

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 OR SUBCONTRACTING.** The Vendor may not assign or transfer the Agreement, 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 Agreement shall be binding upon any assignee or transferee. Any transfer shall be considered an addendum to the Agreement and must be included as such.
3. **TERMINATION FOR CONVENIENCE OF CAPK**. CAPK may terminate the Agreement 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 Agreement 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 Agreement 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 Agreement. 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 Agreement 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 Agreement 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 Agreement, including any claims for breach of the Agreement, 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 Agreement.
13. **RESPONSIBILITY.** If Vendor is part of a corporation, the individual or individuals who sign the

Agreement on behalf of the corporation are jointly responsible for performance of the Agreement.

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 Agreement, 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 Agreement while said employee is still employed by CAPK. No relative of an employee of CAPK may bid on an Agreement 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 Agreement 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. **DEBARMENT 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 Agreement.

    (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 Agreement.)
18. **INSURANCE REQUIREMENTS:** Vendor shall procure, furnish and maintain for the duration of the Agreement 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 Agreement.
f. Contain an additional insured endorsement in favor in favor of Community Action Partnership of Kern, its board, officers, agents, employees and volunteers.
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 Agreement, or insurance rated below Best's A:VII, must be declared prior to execution of the Agreement 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 Agreement 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 Agreement or cancel the Agreement if certificates of insurance and endorsements required have not been provided prior to the execution of the Agreement.



June 10, 2019

Signature **Date**

Erick Puente

Print Name

PLC System Services

Company Name

Explanation of Materials/Appliances Quoted

All our quotes and prices are based upon the prices received from HVAC-Air Conditional Supply warehouses and manufacturers. The Manufacturers and Supply stores that we contacted in order to get the prices/quotes for items listed on the Bid form include:

- *Williams Heaters*- Wall furnaces/Heaters
- *Cozy*- Floor Furnaces/*Heaters*
- *Advanced Distributer Products (ADP)*- Evaporator Coil
- *Champion Air Coolers- Evaporative* Coolers
- *Payne*-Package Splits, Heat pumps,

Warranty

Repair and/or replacement will be submitted in writing for approval. "NO" Repairs will be made without customer approval. Newly replaced parts are warranted up to one (1) year from date of installation. Labor is warranted for up to 30 days. Any type of asbestos, or removal of hazardous materials is not covered under PLC System Services. It is understood that the repair, replacement and emergency service provisions apply only to the systems and equipment agreed upon between PLC System Services and CAPK. Total materials, labor, permit and disposal of debris from clean up shall be included in the agreed price listed on CAPK Bid form. Should a piece of equipment reach the end of its useful life, or become outdated due to lack of available parts or is not repairable, or becomes unlawful to operate, then Community Action Partnership of Kern will agree to pay for the replacement of that equipment.

Conflict of Interest

PLC System Services does not have any conflict of interest with ***Community Action Partnership of Kern*** nor with any of their staff.

June 10, 2019

Community Action Partnership of Kern
c/o Kerri Davis- Business Services
5005 Business Park North
Bakersfield, CA 93309

To whom it may concern:

Santa Barbara Business College and ***California Aeronautical University (CAU)*** would like to recommend ***PLC System Services*** as a potential vendor for your company. Currently and over the four years, ***PLC System Services*** has fully serviced and maintained our HVAC equipment at our SBB-College Bakersfield Campus as well as equipment at our 21-Acre Aeronautical University Campus. Equipped with the knowledge and skills to handle mechanical systems ranging from Roof-Top units to Boilers, ***PLC System Services*** has shown excellent customer service and reliability that are difficult to find in large service companies. No doubt, you will find that your qualifications for *HVAC Contractor* will be met with ***PLC***.

If you have any further questions, please do not hesitate to call me at (805) 722-4575 or at you can reach me at MarcusF@sbbcollege.edu

Sincerely,

Marcus Fuentes

Facilities Manager

Santa Barbara Business College/ California Aeronautical University
1450 Boughton Drive
Bakersfield, CA 93308

MERCADO LATINO
TIANGUIS

To whom it may concern,

PLC System Services has been servicing our air conditioning (40+) units over four years. We have dealt with many companies in the past and have decided to continue doing business with PLC in the future. They always deliver on time and are meticulous in their workmanship. They're honest and upfront and don't try and over sell any thing that is not needed. Our company so far has been extremely satisfied with their work and we would highly recommend PLC services to others.

Gilberto Arias Jr./ Manager/V.P.
661-979-7157

Mercado Latino Tianguis

2105 Edison Hwy * Bakersfield, CA 93305 * Tel: (661) 633-0346 * Fax: (661) 633-0380



PACIFIC HEALTH
EDUCATION CENTER
The Joy of Service

Pacific Health Education Center
5300 California Ave Suite 200
Bakersfield Ca 93309
661-619-2798
Date

To Whom It May Concern:

I am writing this letter to recommend PLC System Services for the position of HVAC and refrigeration contractor at your business. They have been maintaining our AC units for over 7 years. They are the most capable and reliable company we have experienced in the past 25 years of business. They are very knowledgeable in what they do.

PLC System Services does: maintenance, repairs as, well as run diagnostics on our units and always get things done right. They have installed many new units and control systems for us. Their client relationship is very strong and positive. They have a very friendly team of technicians.

They make a perfect candidate for the position and I strongly recommend them.

Sincerely,

Luis Aguilar
Building Operations Director

STATE OF CALIFORNIA

dca

DEPARTMENT OF CONSUMER AFFAIRS

CONTRACTORS STATE LICENSE BOARD

ACTIVE LICENSE

License Number **1016990**

Entity PART

Business Name P L C SYSTEM SERVICES

Classification(s) C20 C-4 C10

Expiration Date 08/31/2018

www.cslb.ca.gov

CSLB



United Association

Certificate of CFC Qualification

EPA-608 Technician Certification Program [EPA-Approved 9-30-93]

DANIEL HOUSH

ID#: 1305347394 LU#: 0

Has been certified as required by 40 CFR, Part 82, Subpart F

Type II: 05/15/2007

Mainstream Engineering Corporation

Technician Certification

CERTIFIED BY EPA Certified MAINSTREAM ENGINEERING

AC Technician Certification

EPA Clean Air Section 608

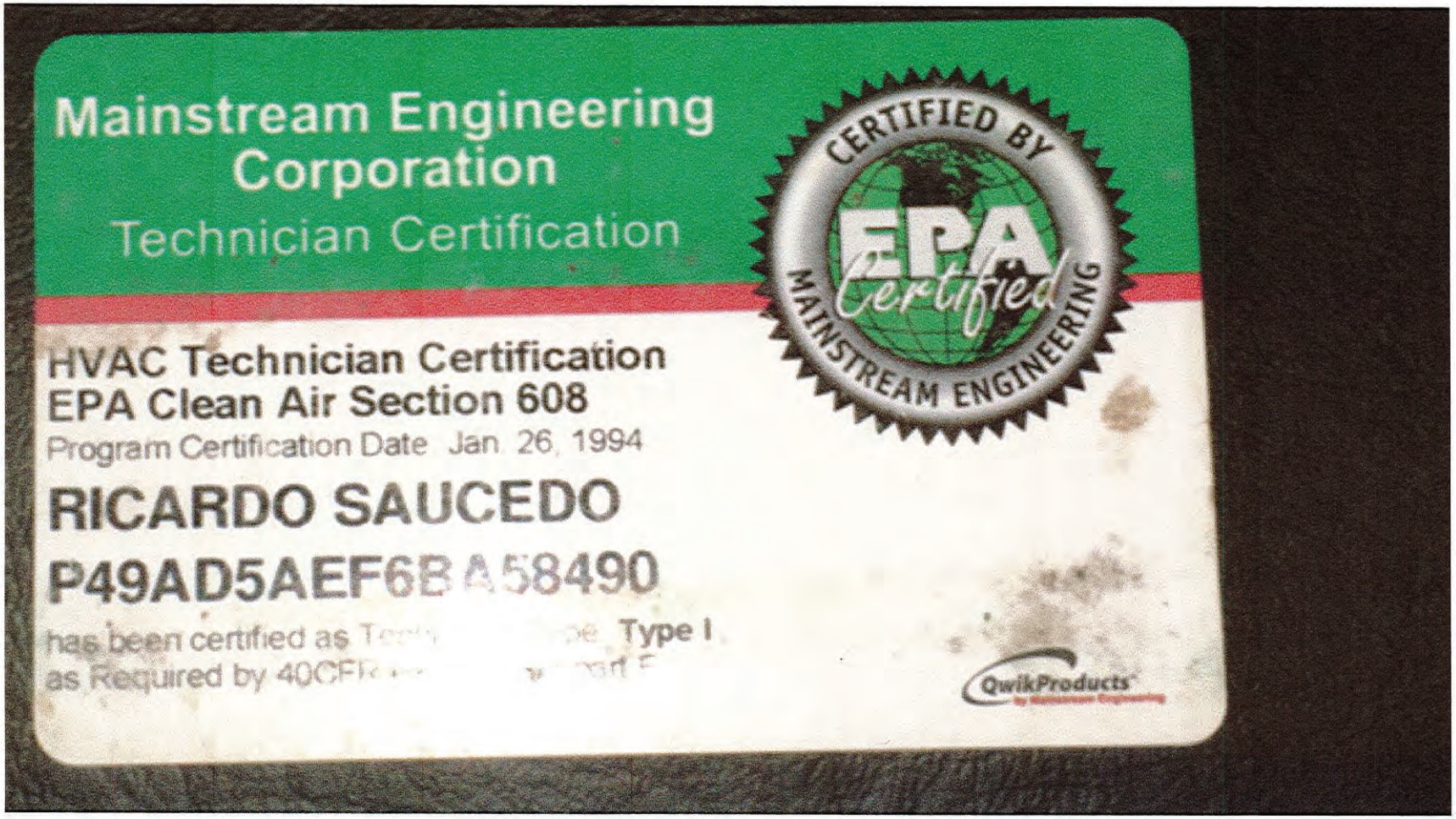
ERICK A PUENTE

P32AAEC49CBCFE660

has been certified as Technician Type: **Type I**

as Required by 40CFR Part 82, Subpart F

QwikProducts


Mainstream Engineering Corporation
Technician Certification
CERTIFIED BY
EPA Certified
MAINSTREAM ENGINEERING
HVAC Technician Certification
EPA Clean Air Section 608
Program Certification Date Jan 26, 1994
RICARDO SAUCEDO
P49AD5AEF6BA58490
has been certified as
Type I
as Required by 40CFR
QwikProducts

RFP CAPK Energy 2019-001

SUBCONTRACTOR - APPLIANCES

BID SCORING

	Vendors:						
1	Greer's Banner Air	Best Price					
2	Econo West	Second					
3	Jon Dooley	Third					
4	Oasis						
5	PLC		**Greer's**	**Econo West**	**Jon Dooley**	**Oasis**	**PLC**
		CSD Maximum	1	2	3	4	5
1.	**Smoke and carbon monoxide detectors**						
	Smoke Detector	$ 68.00	$ 170.00	$ 45.00	$ 83.54	$ 60.00	$ 130.00
	Carbon Monoxide detector	$ 68.00	$ 170.00	$ 50.00	$ 137.47	$ 60.00	$ 130.00
	Combination smoke detector and carbon monoxide connector	$ 136.00	$ 295.00	$ 75.00	$ 137.47	$ -	$ 165.00
2.	**WALL FURNACE**						
	Remove existing wall furnace and vent system (metal). Install new wall furnace with 78% efficiency, vent system and gas flex and valve at furnace location.						
	• Single sided – 35,000 BTU	$ 3,483.00	$ 2,000.00	$ 2,500.00	$ 2,169.99	$ 3,140.00	$ 2,078.00
	• Double sided – 50,000 BTU	$ 3,483.00	$ 3,000.00	$ 2,500.00	$ 2,769.70	$ 3,340.00	$ 2,078.00
3.	**HEATER - EXTERIOR WALL DIRECT VENT**						
	Remove existing direct vent heater and install a new direct vent heater with 78% efficiency, a new gas flex and valve.						
	• Heater – 35,000 BTU	$ 3,483.00	N/A	$ 2,500.00	$ 2,169.99	$ 2,890.00	$ 3,116.00
	• Heater – 50,000 BTU	$ 3,483.00	N/A	$ 2,700.00	$ 2,769.70	$ 3,190.00	$ 3,392.00
4.	**HEATER – FLOOR FURNACE**						
	Remove existing floor furnace and install new floor furnace, no floor cutting required. Replace horizontal metal vent (4') to existing vertical vent, and gas flex and valve.						
	• Floor furnace – 60,000 BTU	$ 3,483.00	N/A	$ 3,000.00	N/A	$ 2,890.00	$ 3,192.00
5.	**DUAL PAC ROOFTOPS (14 SEER, R410A, SINGLE PHASE)**						
	Remove the existing rooftop system and stand. Install a new transition, angle iron stand and rooftop system. Install a new electrical disconnect, gas flex and valve and condensate drain in copper.						
	• 2 ton	$ 7,072.00	$ 8,750.00	$ 6,500.00	$ 5,440.00	$ 5,680.00	$ 5,981.00
	• 2.5 ton	$ 7,072.00	$ 8,850.00	$ 6,800.00	$ 5,740.00	$ 5,780.00	$ 6,193.00
	• 3 ton	$ 7,072.00	$ 9,000.00	$ 7,000.00	$ 6,040.00	$ 5,980.00	$ 6,290.00
	• 3.5 ton	$ 7,072.00	$ 9,250.00	$ 7,500.00	$ 6,500.00	$ 6,180.00	$ 6,727.00
	• 4 ton	$ 7,072.00	$ 9,700.00	$ 8,000.00	$ 6,800.00	$ 6,380.00	$ 6,869.00
	• 5 ton	$ 7,072.00	$ 10,100.00	$ 8,000.00	$ 7,200.00	$ 6,980.00	$ 7,190.00

RFP CAPK Energy 2019-001							
SUBCONTRACTOR - APPLIANCES							
BID SCORING							
	Vendors:						
1	Greer's Banner Air	Best Price					
2	Econo West	Second					
3	Jon Dooley	Third					
4	Oasis						
5	PLC		**Greer's**	**Econo West**	**Jon Dooley**	**Oasis**	**PLC**
		CSD Maximum	**1**	**2**	**3**	**4**	**5**
6.	**FORCED AIR UNIT (FAU) UP FLOW**						
	Remove the existing FAU and install a new up flow high efficiency (80% or higher AFUE rating) FAU, closet installation, adapt to existing supply plenum. No duct work required. (Closet alteration for free air requirements to be bid separately on an individual basis.)						
	• 40,000 BTU	$ 5,500.00	$ 2,500.00	$ 3,000.00	$ 2,318.00	$ 3,080.00	$ 3,264.00
	• 60,000 BTU	$ 5,500.00	$ 2,750.00	$ 3,000.00	$ 2,618.00	$ 3,080.00	$ 3,320.00
	• 75,000 BTU	$ 5,500.00	$ 3,000.00	$ 3,000.00	$ 2,917.00	$ 3,180.00	$ 3,320.00
	• 80,000 BTU	$ 5,500.00	$ 3,250.00	$ 3,250.00	$ 2,917.00	$ 3,280.00	$ 3,398.00
7.	**FORCED AIR UNIT (FAU) HORIZONTAL FLOW**						
	Remove the existing FAU and install a new horizontal high efficiency (80% or higher AFUE rating) FAU in the attic with existing legal platform: Attic access 30" x 30". Adapt to existing supply and return plenums, vent into the existing roof stack.						
	• 40,000 BTU	$ 5,500.00	$ 2,500.00	$ 3,500.00	$ 2,318.00	$ 3,180.00	$ 3,627.00
	• 60,000 BTU	$ 5,500.00	$ 2,750.00	$ 3,500.00	$ 2,618.00	$ 3,180.00	$ 3,789.00
	• 75,000 BTU	$ 5,500.00	$ 3,000.00	$ 3,500.00	$ 2,917.00	$ 3,280.00	$ 3,976.00
	• 80,000 BTU	$ 5,500.00	$ 3,250.00	$ 3,800.00	$ 2,917.00	$ 3,380.00	$ 4,100.00
8.	**ROOFTOP HEAT PUMPS (14 SEER, R410A, SINGLE PHASE)**						
	Remove the existing rooftop system and stand. Install a new transition, angle iron stand and rooftop system. Install a new electrical disconnect and condensate drain in copper.						
	• 2 ton	$ 7,072.00	$ 9,250.00	$ 6,500.00	$ 6,717.00	$ 6,280.00	$ 6,185.00
	• 2.5 ton	$ 7,072.00	$ 9,350.00	$ 6,800.00	$ 7,006.00	$ 6,480.00	$ 6,404.00
	• 3 ton	$ 7,072.00	$ 9,500.00	$ 7,000.00	$ 7,406.00	$ 6,680.00	$ 6,443.00
	• 3.5 ton	$ 7,072.00	$ 9,750.00	$ 7,500.00	$ 7,706.00	$ 7,480.00	$ 6,956.00
	• 4 ton	$ 7,072.00	$ 10,200.00	$ 7,800.00	$ 8,100.00	$ 7,680.00	$ 7,103.00
	• 5 ton	$ 7,072.00	$ 10,600.00	$ 8,000.00	$ 8,500.00	$ 8,080.00	$ 7,435.00

	RFP CAPK Energy 2019-001						
	SUBCONTRACTOR - APPLIANCES						
	BID SCORING						
	Vendors:						
1	Greer's Banner Air	Best Price					
2	Econo West	Second					
3	Jon Dooley	Third					
4	Oasis						
5	PLC		**Greer's**	**Econo West**	**Jon Dooley**	**Oasis**	**PLC**
		CSD Maximum	**1**	**2**	**3**	**4**	**5**
9.	**SPLIT SYSTEM GAS/ELECTRIC**						
	Remove the existing up flow split system and install a new up flow high efficiency (80% or higher AFUE rating) split system, closet installation, adapt to existing supply plenum. Flush the line set and reconnect with a liquid line drier, install all new venting, no duct work is required. (Closet alteration for free air requirements to be bid separately on an individual basis.)						
	CONDENSERS (14 SEER, R410A, SINGLE PHASE)						
	• 2 ton	$ 3,483.00	$ 3,000.00	$ 2,500.00	$ 2,249.00	$ 3,180.00	$ 2,022.00
	• 2.5 ton	$ 3,483.00	$ 3,250.00	$ 2,500.00	$ 2,465.00	$ 3,280.00	$ 2,469.00
	• 3 ton	$ 3,483.00	$ 3,500.00	$ 2,500.00	$ 2,717.00	$ 3,380.00	$ 2,328.00
	• 3.5 ton	$ 3,483.00	$ 3,750.00	$ 2,800.00	$ 3,154.00	$ 3,480.00	$ 2,497.00
	• 4 ton	$ 3,483.00	$ 4,000.00	$ 3,000.00	$ 3,383.00	$ 3,580.00	$ 2,553.00
	• 5 ton	$ 3,483.00	$ 4,250.00	$ 3,000.00	$ 3,609.00	$ 3,880.00	$ 2,632.00
	FURNACES UP FLOW (80% or higher AFUE Rating; 15 Volts) (heating part of split system)						
	• 2 ton; 40,000 BTU	$ 5,500.00	$ 2,500.00	$ 3,000.00	$ 2,018.00	$ 3,080.00	$ 3,024.00
	• 3 ton; 70,000 BTU	$ 5,500.00	$ 2,750.00	$ 3,000.00	$ 2,318.00	$ 3,180.00	$ 3,038.00
	• 4 ton; 90,000 BTU	$ 5,500.00	$ 3,000.00	$ 3,000.00	$ 2,918.00	$ 3,280.00	$ 3,228.00
	• 5 ton; 110,000 BTU	$ 5,500.00	$ 3,250.00	$ 3,250.00	$ 2,918.00	$ 3,380.00	$ 3,346.00
	EVAPORATOR COIL (14 SEER, R410A, UP FLOW) (part of cooling system)						
	• 2 ton	See condenser	$ 2,100.00	$ 1,200.00	$ 1,125.00	$ 2,080.00	$ 1,383.00
	• 2.5 ton	See condenser	$ 2,250.00	$ 1,200.00	$ 1,232.00	$ 2,080.00	$ 1,383.00
	• 3 ton	See condenser	$ 2,500.00	$ 1,300.00	$ 1,358.00	$ 2,080.00	$ 1,393.00
	• 3.5 ton	See condenser	$ 2,750.00	$ 1,350.00	$ 1,577.00	$ 2,180.00	$ 1,320.00
	• 4 ton	See condenser	$ 3,000.00	$ 1,400.00	$ 1,604.00	$ 2,280.00	$ 1,560.00
	• 5 ton	See condenser	$ 3,250.00	$ 1,450.00	$ 1,804.00	$ 2,380.00	$ 1,680.00

	RFP CAPK Energy 2019-001						
	SUBCONTRACTOR - APPLIANCES						
	BID SCORING						
	Vendors:						
1	Greer's Banner Air	Best Price					
2	Econo West	Second					
3	Jon Dooley	Third					
4	Oasis						
5	PLC		**Greer's**	**Econo West**	**Jon Dooley**	**Oasis**	**PLC**
		CSD Maximum	**1**	**2**	**3**	**4**	**5**
10.	**SPLIT SYSTEM HEAT PUMPS**						
	Remove the existing up flow heat pump split system and install a new up flow heat pump split system, closet installation, adapt to existing supply plenum. Flush the line set and reconnect with a bi flow drier, no duct work is required.						
	CONDENSER (14 SEER, R410A, SINGLE PHASE) (Cooling part of split system)						
	• 2 ton	$ 3,483.00	$ 3,250.00	$ 2,500.00	$ 3,644.00	$ 3,380.00	$ 2,803.00
	• 2.5 ton	$ 3,483.00	$ 3,500.00	$ 2,500.00	$ 3,981.29	$ 3,480.00	$ 3,042.00
	• 3 ton	$ 3,483.00	$ 3,750.00	$ 2,500.00	$ 4,268.00	$ 3,580.00	$ 3,300.00
	• 3.5 ton	$ 3,483.00	$ 4,000.00	$ 2,800.00	$ 4,990.78	$ 3,580.00	$ 3,667.00
	• 4 ton	$ 3,483.00	$ 4,250.00	$ 3,000.00	$ 5,288.00	$ 3,680.00	$ 3,772.00
	• 5 ton	$ 3,483.00	$ 4,500.00	$ 3,000.00	$ 5,679.21	$ 3,780.00	$ 3,781.00
	AIR HANDLERS (14 SEER, R410A, SINGLE PHASE W/HEAT STRIP)						
	• 2 ton	$ 5,500.00	$ 2,750.00	$ 2,500.00	$ 1,821.00	$ 4,575.00	$ 2,257.00
	• 2.5 ton	$ 5,500.00	$ 3,000.00	$ 2,500.00	$ 1,991.00	$ 4,575.00	$ 2,411.00
	• 3 ton	$ 5,500.00	$ 3,250.00	$ 2,700.00	$ 2,134.00	$ 4,575.00	$ 2,411.00
	• 3.5 ton	$ 5,500.00	$ 3,500.00	$ 2,800.00	$ 2,496.00	$ 4,675.00	$ 2,519.00
	• 4 ton	$ 5,500.00	$ 3,750.00	$ 3,000.00	$ 2,644.00	$ 4,675.00	$ 2,534.00
	• 5 ton	$ 5,500.00	$ 4,000.00	$ 3,250.00	$ 2,839.00	$ 4,775.00	$ 2,649.00
11.	**MOBILE HOME SPLIT SYSTEM DOWN FLOW (on top of roof)**						
	Remove the existing down flow split system and install a new down flow high efficiency (80% or higher AFUE rating) split system, adapt to existing supply plenum. Flush the line set and reconnect with a liquid line drier, install all new venting, no duct work required.						
	CONDENSER (14 SEER, R410A, SINGLE PHASE) (Cooling part of split system)						
	• 2 ton	$ 3,483.00	$ 3,000.00	$ 2,500.00	N/A	$ 3,180.00	$ 1,864.00
	• 2.5 ton	$ 3,483.00	$ 3,250.00	$ 2,500.00	N/A	$ 3,280.00	$ 2,023.00
	• 3 ton	$ 3,483.00	$ 3,500.00	$ 2,700.00	N/A	$ 3,380.00	$ 2,194.00
	• 3.5 ton	$ 3,483.00	$ 3,750.00	$ 2,800.00	N/A	$ 3,480.00	$ 2,438.00
	• 4 ton	$ 3,483.00	$ 4,000.00	$ 3,000.00	N/A	$ 3,580.00	$ 2,508.00
	• 5 ton	$ 3,483.00	$ 4,250.00	$ 3,200.00	N/A	$ 3,880.00	$ 2,514.00

	RFP CAPK Energy 2019-001						
	SUBCONTRACTOR - APPLIANCES						
	BID SCORING						
	Vendors:						
1	Greer's Banner Air	Best Price					
2	Econo West	Second					
3	Jon Dooley	Third					
4	Oasis						
5	PLC		**Greer's**	**Econo West**	**Jon Dooley**	**Oasis**	**PLC**
		CSD Maximum	**1**	**2**	**3**	**4**	**5**
	FURNACE (80% EFFICIENCY -- DOWN FLOW FURNACE MOBILE HOME APPROVED						
	• 56,000 BTU	$ 5,500.00	$ 2,500.00	$ 3,000.00	N/A	$ 3,980.00	$ 3,413.00
	• 70,000 BTU	$ 5,500.00	$ 2,750.00	$ 3,200.00	N/A	$ 3,980.00	$ 3,538.00
	• 77,000 BTU	$ 5,500.00	$ 3,000.00	$ 3,500.00	N/A	$ 4,180.00	$ 3,904.00
	• 90,000 BTU	$ 5,500.00	$ 3,250.00	$ 3,800.00	N/A	$ 4,280.00	$ 4,270.00
	EVAPORATOR COIL (14 SEER, R410A, DOWN FLOW)						
	• 2 ton	See condenser	$ 2,000.00	$ 1,200.00	N/A	$ 2,080.00	$ 1,153.00
	• 2.5 ton	See condenser	$ 2,250.00	$ 1,300.00	N/A	$ 2,080.00	$ 1,168.00
	• 3 ton	See condenser	$ 2,500.00	$ 1,400.00	N/A	$ 2,080.00	$ 1,168.00
	• 3.5 ton	See condenser	$ 2,750.00	$ 1,500.00	N/A	$ 2,180.00	$ 1,170.00
	• 4 ton	See condenser	$ 3,000.00	$ 1,600.00	N/A	$ 2,280.00	$ 1,300.00
	• 5 ton	See condenser	$ 3,250.00	$ 1,700.00	N/A	$ 2,380.00	$ 1,400.00
12.	**MOBILE HOME SPLIT SYSTEM UP FLOW**						
	Remove the existing up flow split system and install a new up flow high efficiency (80% or higher AFUE rating) split system, closet installation, adapt to existing supply plenum. Flush the line set and reconnect with a liquid line drier, install all new venting, no duct work is required. (Closet alteration for free air requirements to be bid separately on an individual basis.)						
	CONDENSER (14 SEER, R410A, SINGLE PHASE)						
	• 2 ton	$ 3,483.00	$ 3,000.00	$ 2,500.00	N/A	$ 3,380.00	$ 2,022.00
	• 2.5 ton	$ 3,483.00	$ 3,250.00	$ 2,500.00	N/A	$ 3,480.00	$ 2,461.00
	• 3 ton	$ 3,483.00	$ 3,500.00	$ 2,700.00	N/A	$ 3,580.00	$ 2,328.00
	• 3.5 ton	$ 3,483.00	$ 3,750.00	$ 2,800.00	N/A	$ 3,580.00	$ 2,497.00
	• 4 ton	$ 3,483.00	$ 4,000.00	$ 3,000.00	N/A	$ 3,680.00	$ 2,553.00
	• 5 ton	$ 3,483.00	$ 4,250.00	$ 3,250.00	N/A	$ 3,780.00	$ 2,632.00
	FURNACE (80% EFFICIENCY -- UP FLOW FURNACE MOBILE HOME APPROVED						
	• 56,000 BTU	$ 5,500.00	$ 2,500.00	$ 3,000.00	N/A	$ 3,780.00	$ 2,794.00
	• 70,000 BTU	$ 5,500.00	$ 2,750.00	$ 3,000.00	N/A	$ 3,780.00	$ 2,900.00
	• 77,000 BTU	$ 5,500.00	$ 3,000.00	$ 3,000.00	N/A	$ 3,880.00	$ 3,200.00
	• 90,000 BTU	$ 5,500.00	$ 3,250.00	$ 3,200.00	N/A	$ 3,980.00	$ 3,500.00

	RFP CAPK Energy 2019-001						
	SUBCONTRACTOR - APPLIANCES						
	BID SCORING						
	Vendors:						
1	Greer's Banner Air	Best Price					
2	Econo West	Second					
3	Jon Dooley	Third					
4	Oasis						
5	PLC		**Greer's**	**Econo West**	**Jon Dooley**	**Oasis**	**PLC**
		CSD Maximum	**1**	**2**	**3**	**4**	**5**
	EVAPORATOR COIL (14 SEER, R410A, UP FLOW)						
	• 2 ton	See condenser	$ 2,000.00	$ 1,200.00	N/A	$ 2,080.00	$ 1,153.00
	• 2.5 ton	See condenser	$ 2,250.00	$ 1,300.00	N/A	$ 2,080.00	$ 1,153.00
	• 3 ton	See condenser	$ 2,500.00	$ 1,400.00	N/A	$ 2,080.00	$ 1,050.00
	• 3.5 ton	See condenser	$ 2,750.00	$ 1,500.00	N/A	$ 2,180.00	$ 1,100.00
	• 4 ton	See condenser	$ 3,000.00	$ 1,600.00	N/A	$ 2,280.00	$ 1,300.00
	• 5 ton	See condenser	$ 3,250.00	$ 1,700.00	N/A	$ 2,380.00	$ 1,400.00
13.	**DUCTWORK**						
	Duct work is to be priced by the linear foot, including the labor cost per foot.						
	• 4"- 5" flexible ductwork – R6	$ 2,727.00	TBD	$ 25.00	$ 10.00	$ 15.00	$ 5.83
	• 6" - 7" flexible ductwork – R6	$ 2,727.00	TBD	$ 28.00	$ 10.00	$ 15.00	$ 6.28
	• 8" - 9" flexible ductwork – R6	$ 2,727.00	TBD	$ 30.00	$ 10.00	$ 15.00	$ 7.60
	• 10" - 12" flexible ductwork – R6	$ 2,727.00	TBD	$ 35.00	$ 10.00	$ 18.00	$ 9.75
	• 14" - 16" flexible ductwork – R6	$ 2,727.00	TBD	$ 35.00	$ 10.00	$ 20.00	$ 12.94
	• 18" - 20" flexible ductwork – R6	$ 2,727.00	TBD	$ 35.00	$ 10.00	$ 20.00	$ 15.23
14.	**THERMOSTAT**						
	Remove the old thermostat and Install a new programmable thermostat.						
	• 5-2 Day Programmable	$ 157.00	$ 280.00	$ 85.00	$ 126.51	$ 190.00	$ 157.00
15.	**EVAPORATIVE COOLER – ROOF**						
	Remove the old down flow cooler and install a new 4500 CFM down flow cooler with a new ½ horse power single speed motor, install a new ¼" copper water line and shut off valve, install a new metal leg kit.	$ 1,882.00	$ 1,850.00	$ 3,000.00	N/A	$ 2,850.00	$ 1,882.00
16.	**EVAPORATIVE COOLER – WINDOW**						
	Remove the old window cooler and install a new 4500 CFM window cooler, install a new ¼" copper water line and shut off valve, install a new chain hanging kit, seal around the window opening, if needed	$ 1,882.00	N/A	$ 2,800.00	N/A	$ 1,950.00	$ 1,882.00
17.	**AIR CONDITIONER – WINDOW**						
	Remove the old window air conditioner and install a new 12K BTU window air conditioner 115 volts straight cooling, install a new chain hanging kit, seal around the window opening, if needed.	$ 1,830.00	N/A	$ 1,500.00	$ 1,458.43	$ 1,750.00	$ 1,400.00
18.	**HOT WATER HEATER – ELECTRIC, NATURAL GAS OR PROPANE**						

RFP CAPK Energy 2019-001

SUBCONTRACTOR - APPLIANCES

BID SCORING

	Vendors:						
1	Greer's Banner Air	Best Price					
2	Econo West	Second					
3	Jon Dooley	Third					
4	Oasis						
5	PLC		**Greer's**	**Econo West**	**Jon Dooley**	**Oasis**	**PLC**
		CSD Maximum	1	2	3	4	5
	Include in your price quote new water heater gas line valve, gas connector, flex water connectors, ¾" water gate valve and vent materials to existing ceiling jack. All water heaters must be secured to structure top and bottom for earthquake strapping. Price quotes are to include permit costs, if applicable.						
	• 30-gallon water heater installed in garage on existing 18" platform	$ 2,250.00	N/A	$ 2,800.00	N/A	$ 2,250.00	$ 1,800.00
	• 40-gallon water heater installed in garage on existing 18" platform	$ 2,250.00	N/A	$ 2,800.00	N/A	$ 2,150.00	$ 1,800.00
	• Construction and installation of new 18" platform	$ 600.00	N/A	$ 500.00	N/A	$ 450.00	$ 300.00
	• 30-gallon water heater installed outside on existing concrete pad in existing metal cabinet enclosure	$ 2,250.00	N/A	$ 3,500.00	N/A	$ 2,250.00	$ 1,800.00
	• 40-gallon water heater installed outside on existing concrete pad in existing metal cabinet enclosure	$ 2,250.00	N/A	$ 3,500.00	N/A	$ 2,150.00	$ 1,100.00
	• Construction and installation of new outside cabinet enclosure, with concrete pad and new vent system extending above roof caves	$ 600.00	N/A	$ 750.00	N/A	$ 850.00	$ 1,800.00
	• 30-gallon water heater installed in indoor cabinet enclosure	$ 2,250.00	N/A	$ 2,800.00	N/A	$ 2,250.00	$ 1,800.00
	• 40-gallon water heater installed in indoor cabinet enclosure	$ 2,250.00	N/A	$ 2,800.00	N/A	$ 2,150.00	$ 1,800.00
	• 30-gallon water heater installed in indoor open area (i.e., laundry room)	$ 2,250.00	N/A	$ 2,800.00	N/A	$ 2,250.00	$ 1,800.00
	• 40-gallon water heater installed in indoor open area (i.e., laundry room)	$ 2,250.00	N/A	$ 2,800.00	N/A	$ 2,250.00	$ 1,800.00
	• Cost per foot for additional piping, installed						
	• Copper 3/4"	Part of water heater	N/A	$ 10.00	N/A	$ 6.00	$ 12.50
	• Galvanized 3/4"	Part of water heater	N/A	$ 8.00	N/A	N/A	$ 11.20
19.	**FREE STANDING RANGE – ELECTRIC (220 Volt), COOK TOP (GAS, ELECTRIC, PROPANE)**						
	All counter tops and 30" free-standing ranges will be provided by the Contractor. Incidental charges for other than "kind for kind" installations are handled on an individual job basis and are to be quoted and billed separately.						
	All installations will include removal and disposal of old range, installation of line valve and connector. Price quotes are to include permit costs, if applicable.						
	• 30" free-standing range	$ 934.00	N/A	$ 1,295.00	N/A	$ 1,050.00	$ -
	• 4-burner countertop unit with electric ignition, equiring no incidental work (straight drop in)	$ 934.00	N/A	$ 1,295.00	N/A	$ 950.00	$ -
20.	**ADDITIONAL SERVICES**						
	Hourly rate for Service Technician		$ 140.00	$ 89.00	$ 95.00	$ 120.00	$ 90.00

RFP CAPK Energy 2019-001							
SUBCONTRACTOR - APPLIANCES							
BID SCORING							
	Vendors:						
1	Greer's Banner Air	Best Price					
2	Econo West	Second					
3	Jon Dooley	Third					
4	Oasis						
5	PLC		**Greer's**	**Econo West**	**Jon Dooley**	**Oasis**	**PLC**
		CSD Maximum	**1**	**2**	**3**	**4**	**5**
	Hourly rate for Two-man Service Crew		$ 225.00	$ 125.00	$ 130.00	$ 180.00	$ 180.00
	Mark-up for additional material not listed in per unit bids above (percentage)		20%	30%	15%	*	15%
	Mileage charges (when applicable), not to exceed the IRS standard mileage rate		TBD	$ 0.500	$ 0.500	*	$ 0.580

NAME	ADDRESS	CONTACT	PHONE #	EMAIL	Notes	Date Sent	Date and Time Verified	Verification Contact
ABCO	9000 Carnegie Hall Lane, Bakersfield	Shaji Kalayil	661-549-1647	kalayil63@yahoo.com	Left message for Shaji on 5/24, 5/2	5/23/2019	Spoke with Shaji 4:13 PM 5/31	Shaji
Oasis	1000 E. Truxtun Ave., Bakersfield	Ben Dominguez	661-322-2665	ttorres@322cool.com; estela@322cool.com		5/23/2019	5/24/19 @ 11:00 AM	Wendy
PLC		Erick Puente	661-706-8717	erickpuente_plc@yahoo.com		5/23/2019	5/24/2019 @ 11:12:00 AM	Nicole
Benchmark		Mike Smith	661-393-5882	suzanne.benchmark@gmail.com		5/23/2019	Left message 5/30 @ 3:14 PM	
Dooley	4903 Smokey Mountain Way, Bakersfield		661-589-3628	jdhc-93312@hotmail.com		5/23/2019	5/24/19 @ 10:55 AM	Jay
Huffman & Downs			661-479-8020 661-637-9933	patrick@hdmaint.com		5/23/2019	5/24/19 @ 1:23 PM	Nadia
Econo West		David Kerr	733-4603	econowesthvac@gmail.com		5/23/2019	5/24/2019	Dave
Bland Solar and Air	4303 E. Brundage Lane Bakersfield	Brad jackson	661-403-4037	brad@blandcompany.com	Left message on 5/24, Brad had forwarded the RFP to his salesman. Left a message for a return call to confirm it was in the right hands.	5/23/2019	5/31/19 @3: 20 PM	Brad
Greer's Banner Air	4115 Buck Owens Blvd., Ste B Bakersfield	Erica	661-322-5858	erica@bannerair.com		5/23/2019	5/31/19 @ 3:20 PM	Jessica
LaVerne & Sons	5880 LaVerne & Son Ste. 25 Bakersfield	Kristina	661-587-6600	laverneson@bak.rr.com		5/23/2019		
Stockdale Aire		Brent Poe	661-399-0100	Bpoe@stockdaleaire.com		5/23/2019	5/28 Spoke with receptionist. Is going to have Brent return my call	
American Dream Services	4609 New Horizon Blvd.	RJ Allen	661-588-1776	rjallen@adshc.com	Left message 5/28 and 5/31	5/23/2019		
Big Builders	2822 Citrus Ave.		661-374-8991	Bblanton@bigbuilders.com		5/23/2019	5/31 @ 4 pm	
Power & Performance Air		Mike Smith	661-631-1743	itshotinbakersfield@gmail.com		5/23/2019	5/31 @ 4:22 PM	
Kern County Builders Exchange	1121 Baker Street	Damaris		kcbex@kcbex.com ; dlopez@kcbex.com		5/23/2019	5/28/19 @ 9:00 AM	Damaris

Community Action Partnership of Kern
5005 Business Park North • Bakersfield, CA 93309
P: (661) 336-5236 F: (661) 864-1312

ACCOUNT CODE:

Contract Log:

CONTRACT FOR SERVICES AGREEMENT

This Contract for Services Agreement (the "Agreement") is made and entered into as of the 1st day of July 2019 by and between Greer's Banner Air ("Vendor") and Community Action Partnership of Kern ("CAPK"). In consideration of mutual promises and agreements of the parties as herein set forth, the parties agree as follows:

1. **DESCRIPTION OF SERVICES.** Vendor is to perform all services and install all equipment and materials as per the Scope of Work contained in the proposal submitted by Vendor in response to RFP Energy 2019-001. Vendor's Bid Form for RFP Energy 2019-001 is found in **Attachment A** attached hereto and incorporated herein by reference.
2. **LOCATION FOR SERVICES.** Kern County.
3. **PAYMENT FOR SERVICES.** Payment for services shall be as described in the Bid Form for RFP CAPK Energy 2016-001. Payment shall be made when CAPK has determined that the work effort has been satisfactorily completed, including any punch list items. Vendor shall submit and original invoice detailing all work performed with evidence of final inspection and a copy of the job card attached. The total aggregate amount of this Agreement is not to exceed $500,000.00. Terms are Net 45 from the date the original invoice is received at CAPK's Finance Department.

   Note: Vendor shall mail all invoices, with required detail, 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 September 1, 2019 through June 30, 2022. CAPK may discharge Vendor at any time by written notice effective when such notice is received by Vendor. Unless specifically agreed to between Vendor and CAPK, Vendor will provide no further services and incur no further costs on CAPK's behalf upon receipt of the notice.
5. **OPTION TO RENEW.** This Agreement may be renewed for one (1) 12-month period, up to two (2) times, upon agreement between CAPK and Vendor. Said renewal shall be based on the quality of work and reasonableness of fees for service.
6. **RELATIONSHIP OF PARTIES.** While engaged in carrying out and complying with terms and conditions of this Agreement, Vendor is an independent contractor and is not an officer or employee 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**, Additional Terms and Conditions, and will name CAPK as an additional insured.
8. **DAMAGE TO PROPERTY.** Vendor shall be entirely responsible for any damages to property during delivery, assembly, installation/placement of the materials and/or the furnishing of the services described herein and shall repair or cause to be repairs at its expense any such damages in a manner satisfactory to CAPK.
9. **REMOVAL OF DEBRIS.** Vendor shall be entirely responsible for the daily removal of debris (empty cartons, crates, packing material, etc.) resulting from delivery, assembly and/or installation/placement of material or the furnishing of services described herein. Rubbish must not remain overnight. FAILURE TO COMPLY WITH THIS PROVISION WILL RESULT IN VENDOR PAYING AS LIQUIDATED DAMAGES, AND NOT AS A PENALTY FOR SUCH FAILURE, THE SUM OF ONE HUNDRED DOLLARS ($100.00) PER DAY, FOR EACH DAY THAT DEBRIS REMAINS ON PROPERTY. A CORRESPONDING AMOUNT WILL BE AUTOMATICALLY DEDUCTED FROM VENDOR'S INVOICE.
10. **SCHEDULING/CLOSE-OUT:** Vendor is to contact **Todd Payne, Weatherization Manager – Energy, at 661-336-5203** to schedule the above-mentioned scope of work and to conduct final walk-thrus/close-outs. Close-out documentation required shall require proof of final inspection. Failure to contact said personnel may delay or negate payment.
11. **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:	CAPK:
Greer's Banner Air	Community Action Partnership of Kern
ATTN: Eric Hurley	ATTN: Margaret L. Palmer
4115 Buck Owens Boulevard #B	300 19th Street
Bakersfield, CA 93308	Bakersfield, CA 93301
Phone: (661) 322-5858	Phone: (661) 336-5203

12. **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. Vendor shall maintain all records pertaining to this Agreement for a period of five (5) years after submission of the final reports for each individual CSD contract. Vendor shall further maintain all such records until resolution of all related audit and monitoring findings are completed.
13. **INDEMNIFICATION.** Vendor agrees to indemnify and hold harmless CAPK from all claims, losses, expenses, fees, including attorney fees, costs and judgments that may be asserted against Vendor while executing this Agreement.
14. **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.
15. **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.
16. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement of the parties. No other agreement, statement or promise made on or before the effective date of this Agreement will be binding on the parties.
17. **SEVERABILITY.** If any provision of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision will remain in full force and effect.
18. **APPLICABLE LAW.** The Laws of the State of California shall govern this Agreement.
19. **ADDITIONAL TERMS AND CONDITIONS.** **Attachment B**, attached hereto and incorporated herein, contains CAPK's Additional Terms and Conditions which are made a part of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date hereinabove first written.

VENDOR: GREER'S BANNER AIR **LICENSE NO.:** _____

Signature: _____ **Date:** _____

Printed Name: _____ **Title:** _____

CAPK: COMMUNITY ACTION PARTNERSHIP OF KERN

Signed by: _____ **Date:** _____

Printed Name: Jeremy T. Tobias **Title: Chief Executive Officer**

CAPK Staff Initials			

RFP CAPK Energy 2019-001
SUBCONTRACTOR - APPLIANCES
BID FORM

Unit Price Quote:

Please provide a unit price quote for each of the items listed below. **The price quote must be a total cost including material, labor and permit.** The complete job includes the new appliance, installation and removal and disposal of the removed appliance, and cleanup of debris created during the installation. Price quotes should be for a normal installation. Additional charges for unusual situations are handled on a case-by-case basis.

All pricing should include crane rental, permit, Hers duct test and certificate where applicable, as well as the removal and disposal of all the old equipment and trash.

1. **SMOKE AND CARBON MONOXIDE DETECTORS**
   - Smoke detector — Not awarded
   - Carbon monoxide detector — Not awarded
   - Combination smoke detector and carbon monoxide detector — Not awarded

2. **WALL FURNACE**
   Remove existing wall furnace and vent system (metal). Install new wall furnace with 78% efficiency, vent system and gas flex and valve at furnace location.
   - Single sided – 35,000 BTU — Not awarded
   - Double sided – 50,000 BTU — Not awarded

3. **HEATER - EXTERIOR WALL DIRECT VENT**
   Remove existing direct vent heater and install a new direct vent heater with 78% efficiency, a new gas flex and valve.
   - Heater – 35,000 BTU — $ N/A
   - Heater – 50,000 BTU — $ N/A

4. **HEATER – FLOOR FURNACE**
   Remove existing floor furnace and install new floor furnace, no floor cutting required. Replace horizontal metal vent (4') to existing vertical vent, and gas flex and valve.
   - Floor furnace – 60,000 BTU — $ N/A

5. **DUAL PAC ROOFTOPS (14 SEER, R410A, SINGLE PHASE)**
   Remove the existing rooftop system and stand. Install a new transition, angle iron stand and rooftop system. Install a new electrical disconnect, gas flex and valve and condensate drain in copper.
   - 2 ton — Not awarded
   - 2.5 ton — Not awarded
   - 3 ton — Not awarded
   - 3.5 ton — Not awarded
   - 4 ton — Not awarded

- 5 ton — $ 10,100.00

6. **FORCED AIR UNIT (FAU) UP FLOW**
Remove the existing FAU and install a new up flow high efficiency (80% or higher AFUE rating) FAU, closet installation, adapt to existing supply plenum. No duct work required. (Closet alteration for free air requirements to be bid separately on an individual basis.)

- 40,000 BTU — $2500.00
- 60,000 BTU — $2750.00
- 75,000 BTU — $3000.00
- 80,000 BTU — $ 3250.00

7. **FORCED AIR UNIT (FAU) HORIZONTAL FLOW**
Remove the existing FAU and install a new horizontal high efficiency (80% or higher AFUE rating) FAU in the attic with existing legal platform: Attic access 30" x 30". Adapt to existing supply and return plenums, vent into the existing roof stack.

- 40,000 BTU — $2500.00
- 60,000 BTU — $2750.00
- 75,000 BTU — $3000.00
- 80,000 BTU — $3250.00

8. **ROOFTOP HEAT PUMPS (14 SEER, R410A, SINGLE PHASE)**
Remove the existing rooftop system and stand. Install a new transition, angle iron stand and rooftop system. Install a new electrical disconnect and condensate drain in copper.

- 2 ton — $9250.00
- 2.5 ton — $9350.00
- 3 ton — $9500.00
- 3.5 ton — $9750.00
- 4 ton — $ 10200.00
- 5 ton — $ 10600.00

9. **SPLIT SYSTEM GAS/ELECTRIC**
Remove the existing up flow split system and install a new up flow high efficiency (80% or higher AFUE rating) split system, closet installation, adapt to existing supply plenum. Flush the line set and reconnect with a liquid line drier, install all new venting, no duct work is required. (Closet alteration for free air requirements to be bid separately on an individual basis.)

CONDENSERS (14 SEER, R410A, SINGLE PHASE)

- 2 ton — $3000.00
- 2.5 ton — $3250.00
- 3 ton — Not awarded
- 3.5 ton — Not awarded
- 4 ton — Not awarded
- 5 ton — Not awarded

FURNACES UP FLOW (80% or higher AFUE Rating; 15 Volts)

- 2 ton; 40,000 BTU — $2500.00
- 3 ton; 70,000 BTU — $2750.00
- 4 ton; 90,000 BTU — $3000.00
- 5 ton; 110,000 BTU — $3250.00

EVAPORATOR COIL (14 SEER, R410A, UP FLOW)

- 2 ton — $2100.00
- 2.5 ton — $2250.00
- 3 ton — $2500.00
- 3.5 ton — $2750.00
- 4 ton — $3000.00
- 5 ton — $3250.00

10. **SPLIT SYSTEM HEAT PUMPS**

Remove the existing up flow heat pump split system and install a new up flow heat pump split system, closet installation, adapt to existing supply plenum. Flush the line set and reconnect with a bi flow drier, no duct work is required.

CONDENSER (14 SEER, R410A, SINGLE PHASE)

- 2 ton — $3250.00
- 2.5 ton — $3500.00
- 3 ton — $3750.00
- 3.5 ton — $4000.00
- 4 ton — $4250.00
- 5 ton — $4500.00

AIR HANDLERS (14 SEER, R410A, SINGLE PHASE W/HEAT STRIP)

- 2 ton — $2750.00
- 2.5 ton — Not awarded
- 3 ton — Not awarded
- 3.5 ton — Not awarded
- 4 ton — Not awarded
- 5 ton — Not awarded

11. **MOBILE HOME SPLIT SYSTEM DOWN FLOW**

Remove the existing down flow split system and install a new down flow high efficiency (80% or higher AFUE rating) split system, adapt to existing supply plenum. Flush the line set and reconnect with a liquid line drier, install all new venting, no duct work required.

CONDENSER (14 SEER, R410A, SINGLE PHASE)

- 2 ton — $3000.00
- 2.5 ton — $3250.00
- 3 ton — Not awarded
- 3.5 ton — Not awarded
- 4 ton — Not awarded
- 5 ton — Not awarded

FURNACE (80% EFFICIENCY -- DOWN FLOW FURNACE MOBILE HOME APPROVED

- 56,000 BTU — $2500.00
- 70,000 BTU — $2750.00
- 77,000 BTU — $3000.00
- 90,000 BTU — $3250.00

EVAPORATOR COIL (14 SEER, R410A, DOWN FLOW)

- 2 ton — $2000.00
- 2.5 ton — $2250.00
- 3 ton — $2500.00
- 3.5 ton — $2750.00
- 4 ton — $3000.00
- 5 ton — $3250.00

12. **MOBILE HOME SPLIT SYSTEM UP FLOW**

Remove the existing up flow split system and install a new up flow high efficiency (80% or higher AFUE rating) split system, closet installation, adapt to existing supply plenum. Flush the line set and reconnect with a liquid line drier, install all new venting, no duct work is required. (Closet alteration for free air requirements to be bid separately on an individual basis.)

CONDENSER (14 SEER, R410A, SINGLE PHASE)

- 2 ton — $3000.00
- 2.5 ton — $3250.00
- 3 ton — $3500.00
- 3.5 ton — $3750.00
- 4 ton — $4000.00
- 5 ton — $4250.00

FURNACE (80% EFFICIENCY -- UP FLOW FURNACE MOBILE HOME APPROVED

- 56,000 BTU — $2500.00
- 70,000 BTU — $2750.00
- 77,000 BTU — $3000.00
- 90,000 BTU — $3250.00

EVAPORATOR COIL (14 SEER, R410A, UP FLOW)

- 2 ton — $2000.00
- 2.5 ton — $2250.00
- 3 ton — $2500.00
- 3.5 ton — $2750.00
- 4 ton — $3000.00
- 5 ton — $3250.00

13. **DUCTWORK**

Duct work is to be priced by the linear foot, including the labor cost per foot.

- 4"- 5" flexible ductwork – R6 — $TBD
- 6" - 7" flexible ductwork – R6 — $TBD
- 8" - 9" flexible ductwork – R6 — $TBD
- 10" - 12" flexible ductwork – R6 — $TBD

- 14" - 16" flexible ductwork – R6 — $TBD
- 18" - 20" flexible ductwork – R6 — $TBD

14. **THERMOSTAT**

Remove the old thermostat and install a new programmable thermostat.

- 5-2 Day Programmable — Not awarded

15. **EVAPORATIVE COOLER – ROOF**

Remove the old down flow cooler and install a new 4500 CFM down flow cooler with a new ½ horsepower single speed motor, install a new ¼" copper water line and shut off valve, install a new metal leg kit. — $1830.00

16. **EVAPORATIVE COOLER – WINDOW**

Remove the old window cooler and install a new 4500 CFM window cooler, install a new ¼" copper water line and shut off valve, install a new chain hanging kit, seal around the window opening, if needed — $N/A

17. **AIR CONDITIONER – WINDOW**

Remove the old window air conditioner and install a new 12K BTU window air conditioner 115 volts straight cooling, install a new chain hanging kit, seal around the window opening, if needed. — $ N/A

18. **HOT WATER HEATER – ELECTRIC, NATURAL GAS OR PROPANE**

Include in your price quote new water heater gas line valve, gas connector, flex water connectors, ¾" water gate valve and vent materials to existing ceiling jack. All water heaters must be secured to structure top and bottom for earthquake strapping. Price quotes are to include permit costs, if applicable.

- 30-gallon water heater installed in garage on existing 18" platform — $ N/A
- 40-gallon water heater installed in garage on existing 18" platform — $
- Construction and installation of new 18" platform — $
- 30-gallon water heater installed outside on existing concrete pad in existing metal cabinet enclosure — $
- 40-gallon water heater installed outside on existing concrete pad in existing metal cabinet enclosure — $
- Construction and installation of new outside cabinet enclosure, with concrete pad and new vent system extending above roof caves — $
- 30-gallon water heater installed in indoor cabinet enclosure — $
- 40-gallon water heater installed in indoor cabinet enclosure — $
- 30-gallon water heater installed in indoor open area (i.e., laundry room) — $
- 40-gallon water heater installed in indoor open area (i.e., laundry room) — $
- Cost per foot for additional piping, installed
  - Copper 3/4" — $
  - Galvanized 3/4" — $

19. **FREE STANDING RANGE – ELECTRIC (220 Volt), COOK TOP (GAS, ELECTRIC, PROPANE)**

All counter tops and 30" free-standing ranges will be provided by the Contractor. Incidental charges for other than "kind for kind" installations are handled on an individual job basis and are to be quoted and billed separately.

All installations will include removal and disposal of old range, installation of line valve and connector. Price quotes are to include permit costs, if applicable.

- 30" free-standing range $ N/A
- 4-burner countertop unit with electric ignition, requiring no incidental work (straight drop in) $ N/A

20. **ADDITIONAL SERVICES**

Hourly rate for Service Technician $ 140.00

Hourly rate for Two-man Service Crew $ 225.00

Mark-up for additional material not listed in per unit bids above (percentage) 20 %

Mileage charges (when applicable), not to exceed the IRS standard mileage rate $ TBD

VENDOR:

Greer's Banner Air
Company Name

Signature

Jessica Conrique
Printed Name

06/06/19
Date

ATTACHMENT B

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 this Agreement, 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 this Agreement shall be binding upon any assignee or transferee. Any transfer shall be considered an addendum to this Agreement and must be included as such.

3. **TERMINATION FOR CONVENIENCE OF CAPK**. CAPK may terminate this Agreement 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 Agreement 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 this Agreement 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 Agreement. Amendments shall be valid only after approval by Vendor and CAPK's Chief Executive Officer.

5. **CLAIMS**. All claims for money due or to become due to the Vendor from CAPK under this Agreement 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 this Agreement 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 this Agreement, including any claims for breach of this Agreement, 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 CAPK, 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 this Agreement.

13. **RESPONSIBILITY.** If Vendor is part of a corporation, the individual or individuals who sign this Agreement on

behalf of the corporation are jointly responsible for performance of this Agreement.

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 this agreement, 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 Agreement while said employee is still employed by CAPK. No relative of an employee of CAPK may bid on an Agreement 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 Agreement 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. **DEBARMENT 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 Workers 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 this Agreement.

    (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 this Agreement.)
18. **INSURANCE REQUIREMENTS:** Vendor shall procure, furnish and maintain for the duration of this Agreement 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 this Agreement.
f. Contain an additional insured endorsement in favor in favor of Community Action Partnership of Kern, its board, officers, agents, employees and volunteers.
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 this Agreement, or insurance rated below Best's A: VII, must be declared prior to execution of this Agreement 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 this Agreement 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 Agreement or cancel this Agreement if certificates of insurance and endorsements required have not been provided prior to the execution of this Agreement.

Signature **Date**

Print Name

Company Name

Community Action Partnership of Kern
5005 Business Park North • Bakersfield, CA 93309
P: (661) 336-5236 F: (661) 864-1312

ACCOUNT CODE:

Contract Log:

CONTRACT FOR SERVICES AGREEMENT

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   Note: Vendor shall mail all invoices, with required detail, to: Community Action Partnership of Kern, Attn: Accounts Payable, 5005 Business Park North, Bakersfield, CA 93309.
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9. **REMOVAL OF DEBRIS.** Vendor shall be entirely responsible for the daily removal of debris (empty cartons, crates, packing material, etc.) resulting from delivery, assembly and/or installation/placement of material or the furnishing of services described herein. Rubbish must not remain overnight. FAILURE TO COMPLY WITH THIS PROVISION WILL RESULT IN VENDOR PAYING AS LIQUIDATED DAMAGES, AND NOT AS A PENALTY FOR SUCH FAILURE, THE SUM OF ONE HUNDRED DOLLARS ($100.00) PER DAY, FOR EACH DAY THAT DEBRIS REMAINS ON PROPERTY. A CORRESPONDING AMOUNT WILL BE AUTOMATICALLY DEDUCTED FROM VENDOR'S INVOICE.
10. **SCHEDULING/CLOSE-OUT:** Vendor is to contact **Todd Payne, Weatherization Manager – Energy, at 661-336-5203** to schedule the above-mentioned scope of work and to conduct final walk-thrus/close-outs. Close-out documentation required shall require proof of final inspection. Failure to contact said personnel may delay or negate payment.
11. **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:	CAPK:
Econo West, Inc.	Community Action Partnership of Kern
ATTN: Dave Kerr	ATTN: Margaret L. Palmer
42332 10th Street	300 19th Street
Bakersfield, CA 93534	Bakersfield, CA 93301
Phone: (661) 733-4603	Phone: (661) 336-5203

12. **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. Vendor shall maintain all records pertaining to this Agreement for a period of five (5) years after submission of the final reports for each individual CSD contract. Vendor shall further maintain all such records until resolution of all related audit and monitoring findings are completed.
13. **INDEMNIFICATION.** Vendor agrees to indemnify and hold harmless CAPK from all claims, losses, expenses, fees, including attorney fees, costs and judgments that may be asserted against Vendor while executing this Agreement.
14. **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.
15. **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.
16. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement of the parties. No other agreement, statement or promise made on or before the effective date of this Agreement will be binding on the parties.
17. **SEVERABILITY.** If any provision of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision will remain in full force and effect.
18. **APPLICABLE LAW.** The Laws of the State of California shall govern this Agreement.
19. **ADDITIONAL TERMS AND CONDITIONS.** **Attachment B**, attached hereto and incorporated herein, contains CAPK's Additional Terms and Conditions which are made a part of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date hereinabove first written.

VENDOR: ECONO WEST, INC. **LICENSE NO.:** _____

Signature: _____ **Date:** _____

Printed Name: _____ **Title:** _____

CAPK: COMMUNITY ACTION PARTNERSHIP OF KERN

Signed by: _____ **Date:** _____

Printed Name: Jeremy T. Tobias **Title: Chief Executive Officer**

CAPK Staff Initials			

RFP CAPK Energy 2019-001
SUBCONTRACTOR - APPLIANCES
BID FORM

Unit Price Quote:

Please provide a unit price quote for each of the items listed below. **The price quote must be a total cost including material, labor and permit.** The complete job includes the new appliance, installation and removal and disposal of the removed appliance, and cleanup of debris created during the installation. Price quotes should be for a normal installation. Additional charges for unusual situations are handled on a case-by-case basis.

All pricing should include crane rental, permit, Hers duct test and certificate where applicable, as well as the removal and disposal of all the old equipment and trash.

1. **SMOKE AND CARBON MONOXIDE DETECTORS**
   - Smoke detector — $ 4/5
   - Carbon monoxide detector — $ 50
   - Combination smoke detector and carbon monoxide detector — $ 75

2. **WALL FURNACE**
   Remove existing wall furnace and vent system (metal). Install new wall furnace with 78% efficiency, vent system and gas flex and valve at furnace location.
   - Single sided – 35,000 BTU — $2500
   - Double sided – 50,000 BTU — $2500

3. **HEATER - EXTERIOR WALL DIRECT VENT**
   Remove existing direct vent heater and install a new direct vent heater with 78% efficiency, a new gas flex and valve.
   - Heater – 35,000 BTU — $2500
   - Heater – 50,000 BTU — $2700

4. **HEATER – FLOOR FURNACE**
   Remove existing floor furnace and install new floor furnace, no floor cutting required. Replace horizontal metal vent (4') to existing vertical vent, and gas flex and valve.
   - Floor furnace – 60,000 BTU — $3000

5. **DUAL PAC ROOFTOPS (14 SEER, R410A, SINGLE PHASE)**
   Remove the existing rooftop system and stand. Install a new transition, angle iron stand and rooftop system. Install a new electrical disconnect, gas flex and valve and condensate drain in copper.
   - 2 ton — $6500
   - 2.5 ton — $6800
   - 3 ton — $7000
   - 3.5 ton — Not Awarded
   - 4 ton — Not Awarded

- 5 ton — Not Awarded

6. **FORCED AIR UNIT (FAU) UP FLOW**

Remove the existing FAU and install a new up flow high efficiency (80% or higher AFUE rating) FAU, closet installation, adapt to existing supply plenum. No duct work required. (Closet alteration for free air requirements to be bid separately on an individual basis.)

- 40,000 BTU — $3000
- 60,000 BTU — $3000
- 75,000 BTU — $3000
- 80,000 BTU — $3250

7. **FORCED AIR UNIT (FAU) HORIZONTAL FLOW**

Remove the existing FAU and install a new horizontal high efficiency (80% or higher AFUE rating) FAU in the attic with existing legal platform: Attic access 30" x 30". Adapt to existing supply and return plenums, vent into the existing roof stack.

- 40,000 BTU — $3500
- 60,000 BTU — $3500
- 75,000 BTU — $3500
- 80,000 BTU — $3800

8. **ROOFTOP HEAT PUMPS (14 SEER, R410A, SINGLE PHASE)**

Remove the existing rooftop system and stand. Install a new transition, angle iron stand and rooftop system. Install a new electrical disconnect and condensate drain in copper.

- 2 ton — $6500
- 2.5 ton — $6800
- 3 ton — $7000
- 3.5 ton — Not Awarded
- 4 ton — Not Awarded
- 5 ton — Not Awarded

9. **SPLIT SYSTEM GAS/ELECTRIC**

Remove the existing up flow split system and install a new up flow high efficiency (80% or higher AFUE rating) split system, closet installation, adapt to existing supply plenum. Flush the line set and reconnect with a liquid line drier, install all new venting, no duct work is required. (Closet alteration for free air requirements to be bid separately on an individual basis.)

CONDENSERS (14 SEER, R410A, SINGLE PHASE)

- 2 ton — $2500
- 2.5 ton — $2500
- 3 ton — $2500
- 3.5 ton — $2800
- 4 ton — $3000
- 5 ton — $3000

FURNACES UP FLOW (80% or higher AFUE Rating; 15 Volts)

- 2 ton; 40,000 BTU — $3000
- 3 ton; 70,000 BTU — $3000
- 4 ton; 90,000 BTU — $3000
- 5 ton; 110,000 BTU — $3250

EVAPORATOR COIL (14 SEER, R410A, UP FLOW)

- 2 ton — $1200
- 2.5 ton — $1200
- 3 ton — $1300
- 3.5 ton — $1350
- 4 ton — $1400
- 5 ton — $1450

10. **SPLIT SYSTEM HEAT PUMPS**

Remove the existing up flow heat pump split system and install a new up flow heat pump split system, closet installation, adapt to existing supply plenum. Flush the line set and reconnect with a bi flow drier, no duct work is required.

CONDENSER (14 SEER, R410A, SINGLE PHASE)

- 2 ton — $2500
- 2.5 ton — $2500
- 3 ton — $2500
- 3.5 ton — $2800
- 4 ton — $3000
- 5 ton — $3000

AIR HANDLERS (14 SEER, R410A, SINGLE PHASE W/HEAT STRIP)

- 2 ton — $2500
- 2.5 ton — $2500
- 3 ton — $2700
- 3.5 ton — $2800
- 4 ton — $3000
- 5 ton — $3250

11. **MOBILE HOME SPLIT SYSTEM DOWN FLOW**

Remove the existing down flow split system and install a new down flow high efficiency (80% or higher AFUE rating) split system, adapt to existing supply plenum. Flush the line set and reconnect with a liquid line drier, install all new venting, no duct work required.

CONDENSER (14 SEER, R410A, SINGLE PHASE)

- 2 ton — $2500
- 2.5 ton — $2500
- 3 ton — $2700
- 3.5 ton — $2800
- 4 ton — $3000
- 5 ton — $3200

FURNACE (80% EFFICIENCY -- DOWN FLOW FURNACE MOBILE HOME APPROVED

- 56,000 BTU — $3000
- 70,000 BTU — $3200
- 77,000 BTU — $3500
- 90,000 BTU — $3800

EVAPORATOR COIL (14 SEER, R410A, DOWN FLOW)

- 2 ton — $1200
- 2.5 ton — $1300
- 3 ton — $1400
- 3.5 ton — $1500
- 4 ton — $1600
- 5 ton — $1700

12. **MOBILE HOME SPLIT SYSTEM UP FLOW**

Remove the existing up flow split system and install a new up flow high efficiency (80% or higher AFUE rating) split system, closet installation, adapt to existing supply plenum. Flush the line set and reconnect with a liquid line drier, install all new venting, no duct work is required. (Closet alteration for free air requirements to be bid separately on an individual basis.)

CONDENSER (14 SEER, R410A, SINGLE PHASE)

- 2 ton — $2500
- 2.5 ton — $2500
- 3 ton — $2700
- 3.5 ton — $2800
- 4 ton — $3000
- 5 ton — $3250

FURNACE (80% EFFICIENCY -- UP FLOW FURNACE MOBILE HOME APPROVED

- 56,000 BTU — $3000
- 70,000 BTU — $3000
- 77,000 BTU — $3000
- 90,000 BTU — $3200

EVAPORATOR COIL (14 SEER, R410A, UP FLOW)

- 2 ton — $1200
- 2.5 ton — $1300
- 3 ton — $1400
- 3.5 ton — $1500
- 4 ton — $1600
- 5 ton — $1700

13. **DUCTWORK**

Duct work is to be priced by the linear foot, including the labor cost per foot.

- 4"- 5" flexible ductwork – R6 — $25
- 6" - 7" flexible ductwork – R6 — $28
- 8" - 9" flexible ductwork – R6 — $30
- 10" - 12" flexible ductwork – R6 — $35

- 14" - 16" flexible ductwork – R6 — $35
- 18" - 20" flexible ductwork – R6 — $35

14. **THERMOSTAT**

Remove the old thermostat and install a new programmable thermostat.

- 5-2 Day Programmable — $85

15. **EVAPORATIVE COOLER – ROOF**

Remove the old down flow cooler and install a new 4500 CFM down flow cooler with a new ½ horsepower single speed motor, install a new ¾" copper water line and shut off valve, install a new metal leg kit.

Not Awarded

16. **EVAPORATIVE COOLER – WINDOW**

Remove the old window cooler and install a new 4500 CFM window cooler, install a new ¾" copper water line and shut off valve, install a new chain hanging kit, seal around the window opening, if needed

Not Awarded

17. **AIR CONDITIONER – WINDOW**

Remove the old window air conditioner and install a new 12K BTU window air conditioner 115 volts straight cooling, install a new chain hanging kit, seal around the window opening, if needed. — $1500

18. **HOT WATER HEATER – ELECTRIC, NATURAL GAS OR PROPANE**

Include in your price quote new water heater gas line valve, gas connector, flex water connectors, ¾" water gate valve and vent materials to existing ceiling jack. All water heaters must be secured to structure top and bottom for earthquake strapping. Price quotes are to include permit costs, if applicable.

- 30-gallon water heater installed in garage on existing 18" platform — $2800
- 40-gallon water heater installed in garage on existing 18" platform — $2800
- Construction and installation of new 18" platform — $500
- 30-gallon water heater installed outside on existing concrete pad in existing metal cabinet enclosure — $3500
- 40-gallon water heater installed outside on existing concrete pad in existing metal cabinet enclosure — $3500
- Construction and installation of new outside cabinet enclosure, with concrete pad and new vent system extending above roof caves — $750
- 30-gallon water heater installed in indoor cabinet enclosure — $2800
- 40-gallon water heater installed in indoor cabinet enclosure — $2800
- 30-gallon water heater installed in indoor open area (i.e., laundry room) — $2800
- 40-gallon water heater installed in indoor open area (i.e., laundry room) — $2800
- Cost per foot for additional piping, installed
  - Copper 3/4" — $10
  - Galvanized 3/4" — $ 8

19. **FREE STANDING RANGE – ELECTRIC (220 Volt), COOK TOP (GAS, ELECTRIC, PROPANE)**

All counter tops and 30" free-standing ranges will be provided by the Contractor. Incidental charges for other than "kind for kind" installations are handled on an individual job basis and are to be quoted and billed separately.

All installations will include removal and disposal of old range, installation of line valve and connector. Price quotes are to include permit costs, if applicable.

- 30" free-standing range $1295
- 4-burner countertop unit with electric ignition, requiring no incidental work (straight drop in) $1295

20. **ADDITIONAL SERVICES**

Hourly rate for Service Technician	$ 89
Hourly rate for Two-man Service Crew	$ 125
Mark-up for additional material not listed in per unit bids above (percentage)	30 %
Mileage charges (when applicable), not to exceed the IRS standard mileage rate	$ .50

VENDOR:

EcoNoWest Inc.

Company Name

Kerr

Signature

Dave Kerr

Printed Name

5-29-19

Date

ATTACHMENT B

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 this Agreement, 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 this Agreement shall be binding upon any assignee or transferee. Any transfer shall be considered an addendum to this Agreement and must be included as such.

3. **TERMINATION FOR CONVENIENCE OF CAPK**. CAPK may terminate this Agreement 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 Agreement 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 this Agreement 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 Agreement. Amendments shall be valid only after approval by Vendor and CAPK's Chief Executive Officer.

5. **CLAIMS**. All claims for money due or to become due to the Vendor from CAPK under this Agreement 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 this Agreement 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 this Agreement, including any claims for breach of this Agreement, 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 CAPK, 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 this Agreement.

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

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 this agreement, 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 Agreement while said employee is still employed by CAPK. No relative of an employee of CAPK may bid on an Agreement 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 Agreement 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. **DEBARMENT 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 Workers 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 this Agreement.
    >
    > (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 this Agreement.)
18. **INSURANCE REQUIREMENTS:** Vendor shall procure, furnish and maintain for the duration of this Agreement 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 this Agreement.
f. Contain an additional insured endorsement in favor in favor of Community Action Partnership of Kern, its board, officers, agents, employees and volunteers.
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 this Agreement, or insurance rated below Best's A: VII, must be declared prior to execution of this Agreement 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 this Agreement 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 Agreement or cancel this Agreement if certificates of insurance and endorsements required have not been provided prior to the execution of this Agreement.

Signature **Date**

Print Name

Company Name

Community Action Partnership of Kern
5005 Business Park North • Bakersfield, CA 93309
P: (661) 336-5236 F: (661) 864-1312

ACCOUNT CODE:

Contract Log:

CONTRACT FOR SERVICES AGREEMENT

This Contract for Services Agreement (the "Agreement") is made and entered into as of the 1st day of July 2019 by and between Jon Dooley Heating & Cooling, Inc. ("Vendor") and Community Action Partnership of Kern ("CAPK"). In consideration of mutual promises and agreements of the parties as herein set forth, the parties agree as follows:

1. **DESCRIPTION OF SERVICES.** Vendor is to perform all services and install all equipment and materials as per the Scope of Work contained in the proposal submitted by Vendor in response to RFP Energy 2019-001. Vendor's Bid Form for RFP Energy 2019-001 is found in **Attachment A** attached hereto and incorporated herein by reference.
2. **LOCATION FOR SERVICES.** Kern County.
3. **PAYMENT FOR SERVICES.** Payment for services shall be as described in the Bid Form for RFP Energy 2019-001. Payment shall be made when CAPK has determined that the work effort has been satisfactorily completed, including any punch list items. Vendor shall submit and original invoice detailing all work performed with evidence of final inspection and a copy of the job card attached. The total aggregate amount of this Agreement is not to exceed $500,000.00. Terms are Net 45 from the date the original invoice is received at CAPK's Finance Department.

   Note: Vendor shall mail all invoices, with required detail, 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 September 1, 2019 through June 30, 2022. CAPK may discharge Vendor at any time by written notice effective when such notice is received by Vendor. Unless specifically agreed to between Vendor and CAPK, Vendor will provide no further services and incur no further costs on CAPK's behalf upon receipt of the notice.
5. **OPTION TO RENEW.** This Agreement may be renewed for one (1) 12-month period, up to two (2) times, upon agreement between CAPK and Vendor. Said renewal shall be based on the quality of work and reasonableness of fees for service.
6. **RELATIONSHIP OF PARTIES.** While engaged in carrying out and complying with terms and conditions of this Agreement, Vendor is an independent contractor and is not an officer or employee 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**, Additional Terms and Conditions, and will name CAPK as an additional insured.
8. **DAMAGE TO PROPERTY.** Vendor shall be entirely responsible for any damages to property during delivery, assembly, installation/placement of the materials and/or the furnishing of the services described herein and shall repair or cause to be repairs at its expense any such damages in a manner satisfactory to CAPK.
9. **REMOVAL OF DEBRIS.** Vendor shall be entirely responsible for the daily removal of debris (empty cartons, crates, packing material, etc.) resulting from delivery, assembly and/or installation/placement of material or the furnishing of services described herein. Rubbish must not remain overnight. FAILURE TO COMPLY WITH THIS PROVISION WILL RESULT IN VENDOR PAYING AS LIQUIDATED DAMAGES, AND NOT AS A PENALTY FOR SUCH FAILURE, THE SUM OF ONE HUNDRED DOLLARS ($100.00) PER DAY, FOR EACH DAY THAT DEBRIS REMAINS ON PROPERTY. A CORRESPONDING AMOUNT WILL BE AUTOMATICALLY DEDUCTED FROM VENDOR'S INVOICE.
10. **SCHEDULING/CLOSE-OUT:** Vendor is to contact **Todd Payne, Weatherization Manager – Energy, at 661-336-5203** to schedule the above-mentioned scope of work and to conduct final walk-thrus/close-outs. Close-out documentation required shall require proof of final inspection. Failure to contact said personnel may delay or negate payment.
11. **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:	CAPK:
Jon Dooley Heating & Cooling, Inc.	Community Action Partnership of Kern
ATTN: Audra Dooley	ATTN: Margaret L. Palmer
1306 Rosedale Highway Suite G #401	300 19th Street
Bakersfield, CA 93308	Bakersfield, CA 93301
Phone: (661) 589-3628	Phone: (661) 336-5203

12. **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. Vendor shall maintain all records pertaining to this Agreement for a period of five (5) years after submission of the final reports for each individual CSD contract. Vendor shall further maintain all such records until resolution of all related audit and monitoring findings are completed.
13. **INDEMNIFICATION.** Vendor agrees to indemnify and hold harmless CAPK from all claims, losses, expenses, fees, including attorney fees, costs and judgments that may be asserted against Vendor while executing this Agreement.
14. **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.
15. **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.
16. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement of the parties. No other agreement, statement or promise made on or before the effective date of this Agreement will be binding on the parties.
17. **SEVERABILITY.** If any provision of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision will remain in full force and effect.
18. **APPLICABLE LAW.** The Laws of the State of California shall govern this Agreement.
19. **ADDITIONAL TERMS AND CONDITIONS.** **Attachment B**, attached hereto and incorporated herein, contains CAPK's Additional Terms and Conditions which are made a part of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date hereinabove first written.

VENDOR: JON DOOLEY HEATING & COOLING, INC. **LICENSE NO.:** _____

Signature: _____ **Date:** _____

Printed Name: _____ **Title:** _____

CAPK: COMMUNITY ACTION PARTNERSHIP OF KERN

Signed by: _____ **Date:** _____

Printed Name: Jeremy T. Tobias **Title: Chief Executive Officer**

CAPK Staff Initials			

RFP CAPK Energy 2019-001
SUBCONTRACTOR - APPLIANCES
BID FORM

Unit Price Quote:

Please provide a unit price quote for each of the items listed below. **The price quote must be a total cost including material, labor and permit.** The complete job includes the new appliance, installation and removal and disposal of the removed appliance, and cleanup of debris created during the installation. Price quotes should be for a normal installation. Additional charges for unusual situations are handled on a case-by-case basis.

All pricing should include crane rental, permit, Hers duct test and certificate where applicable, as well as the removal and disposal of all the old equipment and trash.

1. SMOKE AND CARBON MONOXIDE DETECTORS
   - Smoke detector — Not Awarded
   - Carbon monoxide detector — Not Awarded
   - Combination smoke detector and carbon monoxide detector — Not Awarded

2. WALL FURNACE
   Remove existing wall furnace and vent system (metal). Install new wall furnace with 78% efficiency, vent system and gas flex and valve at furnace location.
   - Single sided – 35,000 BTU — $2,169.99
   - Double sided – 50,000 BTU — $2,769.70

3. HEATER - EXTERIOR WALL DIRECT VENT
   Remove existing direct vent heater and install a new direct vent heater with 78% efficiency, a new gas flex and valve.
   - Heater – 35,000 BTU — $2,169.99
   - Heater – 50,000 BTU — $2,769.70

4. HEATER – FLOOR FURNACE
   Remove existing floor furnace and install new floor furnace, no floor cutting required. Replace horizontal metal vent (4') to existing vertical vent, and gas flex and valve.
   - Floor furnace – 60,000 BTU — $ NA

5. DUAL PAC ROOFTOPS (14 SEER, R410A, SINGLE PHASE)
   Remove the existing rooftop system and stand. Install a new transition, angle iron stand and rooftop system. Install a new electrical disconnect, gas flex and valve and condensate drain in copper.
   - 2 ton — $5,440.00
   - 2.5 ton — $5,740.00
   - 3 ton — $6,040.00
   - 3.5 ton — $6,500.00
   - 4 ton — $6,800.00

• 5 ton	Not Awarded

6. **FORCED AIR UNIT (FAU) UP FLOW**
Remove the existing FAU and install a new up flow high efficiency (80% or higher AFUE rating) FAU, closet installation, adapt to existing supply plenum. No duct work required. (Closet alteration for free air requirements to be bid separately on an individual basis.)

• 40,000 BTU	$ 2,318.00
• 60,000 BTU	$ 2,618.00
• 75,000 BTU	$ 2,917.00
• 80,000 BTU	$ 2,917.00

7. **FORCED AIR UNIT (FAU) HORIZONTAL FLOW**
Remove the existing FAU and install a new horizontal high efficiency (80% or higher AFUE rating) FAU in the attic with existing legal platform: Attic access 30" x 30". Adapt to existing supply and return plenums, vent into the existing roof stack.

• 40,000 BTU	$ 2,318.00
• 60,000 BTU	$ 2,618.00
• 75,000 BTU	$ 2,917.00
• 80,000 BTU	$ 2,917.00

8. **ROOFTOP HEAT PUMPS (14 SEER, R410A, SINGLE PHASE)**
Remove the existing rooftop system and stand. Install a new transition, angle iron stand and rooftop system. Install a new electrical disconnect and condensate drain in copper.

• 2 ton	$ 6,717.00
• 2.5 ton	$ 7,006.00
• 3 ton	Not Awarded
• 3.5 ton	Not Awarded
• 4 ton	Not Awarded
• 5 ton	Not Awarded

9. **SPLIT SYSTEM GAS/ELECTRIC**
Remove the existing up flow split system and install a new up flow high efficiency (80% or higher AFUE rating) split system, closet installation, adapt to existing supply plenum. Flush the line set and reconnect with a liquid line drier, install all new venting, no duct work is required. (Closet alteration for free air requirements to be bid separately on an individual basis.)

CONDENSERS (14 SEER, R410A, SINGLE PHASE)

• 2 ton	$ 2,249.00
• 2.5 ton	$ 2,465.00
• 3 ton	$ 2,717.00
• 3.5 ton	$ 3,154.00
• 4 ton	$ 3,383.00
• 5 ton	Not Awarded

FURNACES UP FLOW (80% or higher AFUE Rating; 15 Volts)

• 2 ton; 40,000 BTU	$ 2,018.00
• 3 ton; 70,000 BTU	$ 2,318.00
• 4 ton; 90,000 BTU	$ 2,918.00
• 5 ton; 110,000 BTU	$ 2,918.00

EVAPORATOR COIL (14 SEER, R410A, UP FLOW)

• 2 ton	$ 1,125.00
• 2.5 ton	$ 1,232.00
• 3 ton	$ 1,358.00
• 3.5 ton	$ 1,577.00
• 4 ton	$ 1,604.00
• 5 ton	$ 1,804.00

10. SPLIT SYSTEM HEAT PUMPS

Remove the existing up flow heat pump split system and install a new up flow heat pump split system, closet installation, adapt to existing supply plenum. Flush the line set and reconnect with a bi flow drier, no duct work is required.

CONDENSER (14 SEER, R410A, SINGLE PHASE)

• 2 ton	Not Awarded
• 2.5 ton	Not Awarded
• 3 ton	Not Awarded
• 3.5 ton	Not Awarded
• 4 ton	Not Awarded
• 5 ton	Not Awarded

AIR HANDLERS (14 SEER, R410A, SINGLE PHASE W/HEAT STRIP)

• 2 ton	$ 1,821.00
• 2.5 ton	$ 1,991.00
• 3 ton	$ 2,134.00
• 3.5 ton	$ 2,496.00
• 4 ton	$ 2,644.00
• 5 ton	$ 2,839.00

11. MOBILE HOME SPLIT SYSTEM DOWN FLOW

Remove the existing down flow split system and install a new down flow high efficiency (80% or higher AFUE rating) split system, adapt to existing supply plenum. Flush the line set and reconnect with a liquid line drier, install all new venting, no duct work required.

CONDENSER (14 SEER, R410A, SINGLE PHASE)

• 2 ton	$ NA
• 2.5 ton	$ NA
• 3 ton	$ NA
• 3.5 ton	$ NA
• 4 ton	$ NA
• 5 ton	$ NA

FURNACE (80% EFFICIENCY -- DOWN FLOW FURNACE MOBILE HOME APPROVED

- 56,000 BTU $ NA
- 70,000 BTU $ NA
- 77,000 BTU $ NA
- 90,000 BTU $ NA

EVAPORATOR COIL (14 SEER, R410A, DOWN FLOW)

- 2 ton $ NA
- 2.5 ton $ NA
- 3 ton $ NA
- 3.5 ton $ NA
- 4 ton $ NA
- 5 ton $ NA

12. MOBILE HOME SPLIT SYSTEM UP FLOW

Remove the existing up flow split system and install a new up flow high efficiency (80% or higher AFUE rating) split system, closet installation, adapt to existing supply plenum. Flush the line set and reconnect with a liquid line drier, install all new venting, no duct work is required. (Closet alteration for free air requirements to be bid separately on an individual basis.)

CONDENSER (14 SEER, R410A, SINGLE PHASE)

- 2 ton $ NA
- 2.5 ton $ NA
- 3 ton $ NA
- 3.5 ton $ NA
- 4 ton $ NA
- 5 ton $ NA

FURNACE (80% EFFICIENCY -- UP FLOW FURNACE MOBILE HOME APPROVED

- 56,000 BTU $ NA
- 70,000 BTU $ NA
- 77,000 BTU $ NA
- 90,000 BTU $ NA

EVAPORATOR COIL (14 SEER, R410A, UP FLOW)

- 2 ton $ NA
- 2.5 ton $ NA
- 3 ton $ NA
- 3.5 ton $ NA
- 4 ton $ NA
- 5 ton $ NA

13. DUCTWORK

Duct work is to be priced by the linear foot, including the labor cost per foot.

- 4"- 5" flexible ductwork – R6 $ 10.00
- 6" - 7" flexible ductwork – R6 $ 10.00
- 8" - 9" flexible ductwork – R6 $ 10.00
- 10" - 12" flexible ductwork – R6 $ 10.00

- 14" - 16" flexible ductwork – R6 $ 10.00
- 18" - 20" flexible ductwork – R6 $ 10.00

14. **THERMOSTAT**

Remove the old thermostat and Install a new programmable thermostat.

- 5-2 Day Programmable $126.51

15. **EVAPORATIVE COOLER – ROOF**

Remove the old down flow cooler and install a new 4500 CFM down flow cooler with a new ½ horsepower single speed motor, install a new ¼" copper water line and shut off valve, install a new metal leg kit. $NA

16. **EVAPORATIVE COOLER – WINDOW**

Remove the old window cooler and install a new 4500 CFM window cooler, install a new ¼" copper water line and shut off valve, install a new chain hanging kit, seal around the window opening, if needed $NA

17. **AIR CONDITIONER – WINDOW**

Remove the old window air conditioner and install a new 12K BTU window air conditioner 115 volts straight cooling, install a new chain hanging kit, seal around the window opening, if needed. $1,458.43

18. **HOT WATER HEATER – ELECTRIC, NATURAL GAS OR PROPANE**

Include in your price quote new water heater gas line valve, gas connector, flex water connectors, ¾" water gate valve and vent materials to existing ceiling jack. All water heaters must be secured to structure top and bottom for earthquake strapping. Price quotes are to include permit costs, if applicable.

- 30-gallon water heater installed in garage on existing 18" platform $ NA
- 40-gallon water heater installed in garage on existing 18" platform $ NA
- Construction and installation of new 18" platform $ NA
- 30-gallon water heater installed outside on existing concrete pad in existing metal cabinet enclosure $ NA
- 40-gallon water heater installed outside on existing concrete pad in existing metal cabinet enclosure $ NA
- Construction and installation of new outside cabinet enclosure, with concrete pad and new vent system extending above roof caves $ NA
- 30-gallon water heater installed in indoor cabinet enclosure $ NA
- 40-gallon water heater installed in indoor cabinet enclosure $ NA
- 30-gallon water heater installed in indoor open area (i.e., laundry room) $ NA
- 40-gallon water heater installed in indoor open area (i.e., laundry room) $ NA
- Cost per foot for additional piping, installed
  - Copper 3/4" $ NA
  - Galvanized 3/4" $ NA

19. FREE STANDING RANGE – ELECTRIC (220 Volt), COOK TOP (GAS, ELECTRIC, PROPANE)

All counter tops and 30" free-standing ranges will be provided by the Contractor. Incidental charges for other than "kind for kind" installations are handled on an individual job basis and are to be quoted and billed separately.

All installations will include removal and disposal of old range, installation of line valve and connector. Price quotes are to include permit costs, if applicable.

- 30" free-standing range $ NA
- 4-burner countertop unit with electric ignition, requiring no incidental work (straight drop in) $ NA

20. ADDITIONAL SERVICES

Hourly rate for Service Technician	$ 95.00
Hourly rate for Two-man Service Crew	$ 130.00
Mark-up for additional material not listed in per unit bids above (percentage)	15 %
Mileage charges (when applicable), not to exceed the IRS standard mileage rate	$ .50

VENDOR:

Jon Dooley Heating & Cooling, Inc
Company Name

Audra Dooley
Signature

Audra Dooley
Printed Name

05/28/2019
Date

ATTACHMENT B

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 this Agreement, 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 this Agreement shall be binding upon any assignee or transferee. Any transfer shall be considered an addendum to this Agreement and must be included as such.

3. **TERMINATION FOR CONVENIENCE OF CAPK**. CAPK may terminate this Agreement 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 Agreement 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 this Agreement 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 Agreement. Amendments shall be valid only after approval by Vendor and CAPK's Chief Executive Officer.
5. **CLAIMS**. All claims for money due or to become due to the Vendor from CAPK under this Agreement 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 this Agreement 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 this Agreement, including any claims for breach of this Agreement, 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 CAPK, 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 this Agreement.
13. **RESPONSIBILITY.** If Vendor is part of a corporation, the individual or individuals who sign this Agreement on behalf of the corporation are jointly responsible for performance of this Agreement.

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 this agreement, 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 Agreement while said employee is still employed by CAPK. No relative of an employee of CAPK may bid on an Agreement 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 Agreement 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. **DEBARMENT 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 Workers 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 this Agreement.

    (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 this Agreement.)
18. **INSURANCE REQUIREMENTS:** Vendor shall procure, furnish and maintain for the duration of this Agreement 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 this Agreement.
f. Contain an additional insured endorsement in favor in favor of Community Action Partnership of Kern, its board, officers, agents, employees and volunteers.
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 this Agreement, or insurance rated below Best's A: VII, must be declared prior to execution of this Agreement 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 this Agreement 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 Agreement or cancel this Agreement if certificates of insurance and endorsements required have not been provided prior to the execution of this Agreement.

Signature **Date**

Print Name

Company Name

Community Action Partnership of Kern
5005 Business Park North • Bakersfield, CA 93309
P: (661) 336-5236 F: (661) 864-1312

ACCOUNT CODE:

Contract Log:

CONTRACT FOR SERVICES AGREEMENT

This Contract for Services Agreement (the "Agreement") is made and entered into as of the 1st day of July 2019 by and between Oasis Air Conditioning ("Vendor") and Community Action Partnership of Kern ("CAPK"). In consideration of mutual promises and agreements of the parties as herein set forth, the parties agree as follows:

1. **DESCRIPTION OF SERVICES.** Vendor is to perform all services and install all equipment and materials as per the Scope of Work contained in the proposal submitted by Vendor in response to RFP Energy 2019-001. Vendor's Bid Form for RFP Energy 2019-001 is found in **Attachment A** attached hereto and incorporated herein by reference.
2. **LOCATION FOR SERVICES.** Kern County.
3. **PAYMENT FOR SERVICES.** Payment for services shall be as described in the Bid Form for RFP Energy 2019-001. Payment shall be made when CAPK has determined that the work effort has been satisfactorily completed, including any punch list items. Vendor shall submit an original invoice detailing all work performed with evidence of final inspection and a copy of the job card attached. The total aggregate amount of this Agreement is not to exceed $500,000.00. Terms are Net 45 from the date the original invoice is received at CAPK's Finance Department.

   Note: Vendor shall mail all invoices, with required detail, 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 September 1, 2019 through June 30, 2022. CAPK may discharge Vendor at any time by written notice effective when such notice is received by Vendor. Unless specifically agreed to between Vendor and CAPK, Vendor will provide no further services and incur no further costs on CAPK's behalf upon receipt of the notice.
5. **OPTION TO RENEW.** This Agreement may be renewed for one (1) 12-month period, up to two (2) times, upon agreement between CAPK and Vendor. Said renewal shall be based on the quality of work and reasonableness of fees for service.
6. **RELATIONSHIP OF PARTIES.** While engaged in carrying out and complying with terms and conditions of this Agreement, Vendor is an independent contractor and is not an officer or employee 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**, Additional Terms and Conditions, and will name CAPK as an additional insured.
8. **DAMAGE TO PROPERTY.** Vendor shall be entirely responsible for any damages to property during delivery, assembly, installation/placement of the materials and/or the furnishing of the services described herein and shall repair or cause to be repairs at its expense any such damages in a manner satisfactory to CAPK.
9. **REMOVAL OF DEBRIS.** Vendor shall be entirely responsible for the daily removal of debris (empty cartons, crates, packing material, etc.) resulting from delivery, assembly and/or installation/placement of material or the furnishing of services described herein. Rubbish must not remain overnight. FAILURE TO COMPLY WITH THIS PROVISION WILL RESULT IN VENDOR PAYING AS LIQUIDATED DAMAGES, AND NOT AS A PENALTY FOR SUCH FAILURE, THE SUM OF ONE HUNDRED DOLLARS ($100.00) PER DAY, FOR EACH DAY THAT DEBRIS REMAINS ON PROPERTY. A CORRESPONDING AMOUNT WILL BE AUTOMATICALLY DEDUCTED FROM VENDOR'S INVOICE.
10. **SCHEDULING/CLOSE-OUT:** Vendor is to contact **Todd Payne, Weatherization Manager – Energy, at 661-336-5203** to schedule the above-mentioned scope of work and to conduct final walk-thrus/close-outs. Close-out documentation required shall require proof of final inspection. Failure to contact said personnel may delay or negate payment.
11. **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:	CAPK:
Oasis Air Conditioning	Community Action Partnership of Kern
ATTN: Ben Dominguez	ATTN: Margaret L. Palmer
1000 East Truxtun Ave.	300 19th Street
Bakersfield, CA 93305	Bakersfield, CA 93301
Phone: (661) 322-2665	Phone: (661) 336-5203

12. **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. Vendor shall maintain all records pertaining to this Agreement for a period of five (5) years after submission of the final reports for each individual CSD contract. Vendor shall further maintain all such records until resolution of all related audit and monitoring findings are completed.
13. **INDEMNIFICATION.** Vendor agrees to indemnify and hold harmless CAPK from all claims, losses, expenses, fees, including attorney fees, costs and judgments that may be asserted against Vendor while executing this Agreement.
14. **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.
15. **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.
16. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement of the parties. No other agreement, statement or promise made on or before the effective date of this Agreement will be binding on the parties.
17. **SEVERABILITY.** If any provision of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision will remain in full force and effect.
18. **APPLICABLE LAW.** The Laws of the State of California shall govern this Agreement.
19. **ADDITIONAL TERMS AND CONDITIONS.** **Attachment B**, attached hereto and incorporated herein, contains CAPK's Additional Terms and Conditions which are made a part of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date hereinabove first written.

VENDOR: **OASIS AIR CONDITIONING** **LICENSE NO.:** _____

Signature: _____ **Date:** _____

Printed Name: _____ **Title:** _____

CAPK: **COMMUNITY ACTION PARTNERSHIP OF KERN**

Signed by: _____ **Date:** _____

Printed Name: **Jeremy T. Tobias** **Title:** **Chief Executive Officer**

CAPK Staff Initials			

RFP CAPK Energy 2019-001
SUBCONTRACTOR - APPLIANCES
BID FORM

Unit Price Quote:

Please provide a unit price quote for each of the items listed below. **The price quote must be a total cost including material, labor and permit.** The complete job includes the new appliance, installation and removal and disposal of the removed appliance, and cleanup of debris created during the installation. Price quotes should be for a normal installation. Additional charges for unusual situations are handled on a case-by-case basis.

All pricing should include crane rental, permit, Hers duct test and certificate where applicable, as well as the removal and disposal of all the old equipment and trash.

1. **SMOKE AND CARBON MONOXIDE DETECTORS**
   - Smoke detector — $60.00
   - Carbon monoxide detector — $60.00
   - Combination smoke detector and carbon monoxide detector — $ N/A

2. **WALL FURNACE**
   Remove existing wall furnace and vent system (metal). Install new wall furnace with 78% efficiency, vent system and gas flex and valve at furnace location.
   - Single sided – 35,000 BTU — $3140.00
   - Double sided – 50,000 BTU — $3340.00

3. **HEATER - EXTERIOR WALL DIRECT VENT**
   Remove existing direct vent heater and install a new direct vent heater with 78% efficiency, a new gas flex and valve.
   - Heater – 35,000 BTU — $2890.00
   - Heater – 50,000 BTU — $3190.00

4. **HEATER – FLOOR FURNACE**
   Remove existing floor furnace and install new floor furnace, no floor cutting required. Replace horizontal metal vent (4') to existing vertical vent, and gas flex and valve.
   - Floor furnace – 60,000 BTU — $2890.00

5. **DUAL PAC ROOFTOPS (14 SEER, R410A, SINGLE PHASE)**
   Remove the existing rooftop system and stand. Install a new transition, angle iron stand and rooftop system. Install a new electrical disconnect, gas flex and valve and condensate drain in copper.
   - 2 ton — $5680.00
   - 2.5 ton — $5780.00
   - 3 ton — $5980.00
   - 3.5 ton — $6180.00
   - 4 ton — $6380.00

- 5 ton — $6980.00

6. **FORCED AIR UNIT (FAU) UP FLOW**
Remove the existing FAU and install a new up flow high efficiency (80% or higher AFUE rating) FAU, closet installation, adapt to existing supply plenum. No duct work required. (Closet alteration for free air requirements to be bid separately on an individual basis.)

- 40,000 BTU — $3080.00
- 60,000 BTU — $3080.00
- 75,000 BTU — $3180.00
- 80,000 BTU — $3280.00

7. **FORCED AIR UNIT (FAU) HORIZONTAL FLOW**
Remove the existing FAU and install a new horizontal high efficiency (80% or higher AFUE rating) FAU in the attic with existing legal platform: Attic access 30" x 30". Adapt to existing supply and return plenums, vent into the existing roof stack.

- 40,000 BTU — $3180.00
- 60,000 BTU — $3180.00
- 75,000 BTU — $3280.00
- 80,000 BTU — $3380.00

8. **ROOFTOP HEAT PUMPS (14 SEER, R410A, SINGLE PHASE)**
Remove the existing rooftop system and stand. Install a new transition, angle iron stand and rooftop system. Install a new electrical disconnect and condensate drain in copper.

- 2 ton — $6280.00
- 2.5 ton — $6480.00
- 3 ton — $6680.00
- 3.5 ton — Not Awarded
- 4 ton — Not Awarded
- 5 ton — Not Awarded

* 9. **SPLIT SYSTEM GAS/ELECTRIC** PLEASE SEE ADDENDUM PAGE (16)
Remove the existing up flow split system and install a new up flow high efficiency (80% or higher AFUE rating) split system, closet installation, adapt to existing supply plenum. Flush the line set and reconnect with a liquid line drier, install all new venting, no duct work is required. (Closet alteration for free air requirements to be bid separately on an individual basis.)

CONDENSERS (14 SEER, R410A, SINGLE PHASE)

- 2 ton — $3180.00
- 2.5 ton — $3280.00
- 3 ton — $3380.00
- 3.5 ton — $3480.00
- 4 ton — Not Awarded
- 5 ton — Not Awarded

FURNACES UP FLOW (80% or higher AFUE Rating; 15 Volts)

- 2 ton; 40,000 BTU — $3080.00
- 3 ton; 70,000 BTU — $3180.00
- 4 ton; 90,000 BTU — $3280.00
- 5 ton; 110,000 BTU — $3380.00

EVAPORATOR COIL (14 SEER, R410A, UP FLOW)

- 2 ton — $2080.00
- 2.5 ton — $2080.00
- 3 ton — $2080.00
- 3.5 ton — $2180.00
- 4 ton — $2280.00
- 5 ton — $2390.00

10. **SPLIT SYSTEM HEAT PUMPS**

Remove the existing up flow heat pump split system and install a new up flow heat pump split system, closet installation, adapt to existing supply plenum. Flush the line set and reconnect with a bi flow drier, no duct work is required.

CONDENSER (14 SEER, R410A, SINGLE PHASE)

- 2 ton — $3380.00
- 2.5 ton — $3480.00
- 3 ton — Not Awarded
- 3.5 ton — Not Awarded
- 4 ton — Not Awarded
- 5 ton — Not Awarded

AIR HANDLERS (14 SEER, R410A, SINGLE PHASE W/HEAT STRIP)

- 2 ton — $4575.00
- 2.5 ton — $4575.00
- 3 ton — $4575.00
- 3.5 ton — $4675.00
- 4 ton — $4675.00
- 5 ton — $4775.00

* 11. **MOBILE HOME SPLIT SYSTEM DOWN FLOW** PLEASE SEE ADDENDUM PAGE (16)

Remove the existing down flow split system and install a new down flow high efficiency (80% or higher AFUE rating) split system, adapt to existing supply plenum. Flush the line set and reconnect with a liquid line drier, install all new venting, no duct work required.

CONDENSER (14 SEER, R410A, SINGLE PHASE)

- 2 ton — $3180.00
- 2.5 ton — $3280.00
- 3 ton — $3380.00
- 3.5 ton — $3480.00
- 4 ton — Not Awarded
- 5 ton — Not Awarded

FURNACE (80% EFFICIENCY -- DOWN FLOW FURNACE MOBILE HOME APPROVED

- 56,000 BTU — $3980.00
- 70,000 BTU — $3980.00
- 77,000 BTU — $4180.00
- 90,000 BTU — $4280.00

EVAPORATOR COIL (14 SEER, R410A, DOWN FLOW)

- 2 ton — $2080.00
- 2.5 ton — $2080.00
- 3 ton — $2080.00
- 3.5 ton — $2180.00
- 4 ton — $2280.00
- 5 ton — $2380.00

* 12. **MOBILE HOME SPLIT SYSTEM UP FLOW** PLEASE SEE ADDENDUM PAGE (16)

Remove the existing up flow split system and install a new up flow high efficiency (80% or higher AFUE rating) split system, closet installation, adapt to existing supply plenum. Flush the line set and reconnect with a liquid line drier, install all new venting, no duct work is required. (Closet alteration for free air requirements to be bid separately on an individual basis.)

CONDENSER (14 SEER, R410A, SINGLE PHASE)

- 2 ton — $3380.00
- 2.5 ton — Not Awarded
- 3 ton — Not Awarded
- 3.5 ton — Not Awarded
- 4 ton — Not Awarded
- 5 ton — Not Awarded

FURNACE (80% EFFICIENCY -- UP FLOW FURNACE MOBILE HOME APPROVED

- 56,000 BTU — $3780.00
- 70,000 BTU — $3780.00
- 77,000 BTU — $3880.00
- 90,000 BTU — $3980.00

EVAPORATOR COIL (14 SEER, R410A, UP FLOW)

- 2 ton — $2080.00
- 2.5 ton — $2080.00
- 3 ton — $2080.00
- 3.5 ton — $2180.00
- 4 ton — $2280.00
- 5 ton — $2380.00

* 13. **DUCTWORK**

Duct work is to be priced by the linear foot, including the labor cost per foot.

- 4"- 5" flexible ductwork – R6 — $15.00
- 6" - 7" flexible ductwork – R6 — $15.00
- 8" - 9" flexible ductwork – R6 — $15.00
- 10" - 12" flexible ductwork – R6 — $18.00

- 14" - 16" flexible ductwork – R6 — $20.00
- 18" - 20" flexible ductwork – R6 — $20.00

* MINIMUM 25 FEET

14. **THERMOSTAT**

Remove the old thermostat and Install a new programmable thermostat.

- 5-2 Day Programmable — Not Awarded

15. **EVAPORATIVE COOLER – ROOF**

Remove the old down flow cooler and install a new 4500 CFM down flow cooler with a new ½ horsepower single speed motor, install a new ¼" copper water line and shut off valve, install a new metal leg kit. — Not Awarded

16. **EVAPORATIVE COOLER – WINDOW**

Remove the old window cooler and install a new 4500 CFM window cooler, install a new ¼" copper water line and shut off valve, install a new chain hanging kit, seal around the window opening, if needed — Not Awarded

17. **AIR CONDITIONER – WINDOW**

Remove the old window air conditioner and install a new 12K BTU window air conditioner 115 volts straight cooling, install a new chain hanging kit, seal around the window opening, if needed. — $1750.00

18. **HOT WATER HEATER – ELECTRIC, NATURAL GAS OR PROPANE**

Include in your price quote new water heater gas line valve, gas connector, flex water connectors, ¾" water gate valve and vent materials to existing ceiling jack. All water heaters must be secured to structure top and bottom for earthquake strapping. Price quotes are to include permit costs, if applicable.

- 30-gallon water heater installed in garage on existing 18" platform — $2250.00
- 40-gallon water heater installed in garage on existing 18" platform — $2150.00
- Construction and installation of new 18" platform — $450.00
- 30-gallon water heater installed outside on existing concrete pad in existing metal cabinet enclosure — $2250.00
- 40-gallon water heater installed outside on existing concrete pad in existing metal cabinet enclosure — $2150.00
- Construction and installation of new outside cabinet enclosure, with concrete pad and new vent system extending above roof caves — $850.00
- 30-gallon water heater installed in indoor cabinet enclosure — $2250.00
- 40-gallon water heater installed in indoor cabinet enclosure — $2150.00
- 30-gallon water heater installed in indoor open area (i.e., laundry room) — $2250.00
- 40-gallon water heater installed in indoor open area (i.e., laundry room) — $2150.00
- Cost per foot for additional piping, installed
  - Copper 3/4" — $6.00
  - Galvanized 3/4" — $ N/A

19. **FREE STANDING RANGE – ELECTRIC (220 Volt), COOK TOP (GAS, ELECTRIC, PROPANE)**

All counter tops and 30" free-standing ranges will be provided by the Contractor. Incidental charges for other than "kind for kind" installations are handled on an individual job basis and are to be quoted and billed separately.

All installations will include removal and disposal of old range, installation of line valve and connector. Price quotes are to include permit costs, if applicable.

- 30" free-standing range — $1050.00
- 4-burner countertop unit with electric ignition, requiring no incidental work (straight drop in) — $950.00

20. **ADDITIONAL SERVICES**

Hourly rate for Service Technician — $120.00

Hourly rate for Two-man Service Crew — $180.00

Mark-up for additional material not listed in per unit bids above (percentage) — * %

* SLIDING SCALE BASED ON ACQUISION COST: STARTING @ 60 % *

Mileage charges (when applicable), not to exceed the IRS standard mileage rate — $ AS ALLOWED BY LAW

VENDOR:

OASIS AIR CONDITIONING INC.

Company Name

[redacted]

Signature

BEN DOMINGUEZ

Printed Name

6/10/13

Date

ADDENDUMS PAGE 16

* 9. **SPLIT SYSTEM GAS/ELECTRIC** COMPLETE SYSTEM PRICE

Remove the existing up flow split system and install a new up flow high efficiency (80% or higher AFUE rating) split system, closet installation, adapt to existing supply plenum. Flush the line set and reconnect with a liquid line drier, install all new venting, no duct work is required. (Closet alteration for free air requirements to be bid separately on an individual basis.)

(14 SEER, R410A, SINGLE PHASE)

○ 2 ton	$5980.00
○ 2.5 ton	$6280.00
○ 3 ton	$6380.00
○ 3.5 ton	$6780.00
○ 4 ton	$6880.00
○ 5 ton	$7280.00

* 11. **MOBILE HOME SPLIT SYSTEM DOWN FLOW** COMPLETE SYSTEM PRICE

Remove the existing down flow split system and install a new down flow high efficiency (80% or higher AFUE rating) split system, adapt to existing supply plenum. Flush the line set and reconnect with a liquid line drier, install all new venting, no duct work required.

(14 SEER, R410A, SINGLE PHASE)

○ 2 ton	$7680.00
○ 2.5 ton	$7880.00
○ 3 ton	$8080.00
○ 3.5 ton	$8480.00
○ 4 ton	$8680.00
○ 5 ton	$8980.00

* 12. **MOBILE HOME SPLIT SYSTEM UP FLOW** COMPLETE SYSTEM PRICE

Remove the existing up flow split system and install a new up flow high efficiency (80% or higher AFUE rating) split system, closet installation, adapt to existing supply plenum. Flush the line set and reconnect with a liquid line drier, install all new venting, no duct work is required. (Closet alteration for free air requirements to be bid separately on an individual basis.)

(14 SEER, R410A, SINGLE PHASE)

○ 2 ton	$8180.00
○ 2.5 ton	$8280.00
○ 3 ton	$8480.00
○ 3.5 ton	$8980.00
○ 4 ton	$2280.00
○ 5 ton	$9680.00

ATTACHMENT B

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 this Agreement, 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 this Agreement shall be binding upon any assignee or transferee. Any transfer shall be considered an addendum to this Agreement and must be included as such.

3. **TERMINATION FOR CONVENIENCE OF CAPK**. CAPK may terminate this Agreement 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 Agreement 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 this Agreement 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 Agreement. Amendments shall be valid only after approval by Vendor and CAPK's Chief Executive Officer.

5. **CLAIMS**. All claims for money due or to become due to the Vendor from CAPK under this Agreement 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 this Agreement 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 this Agreement, including any claims for breach of this Agreement, 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 CAPK, 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 this Agreement.

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

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 this agreement, 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 Agreement while said employee is still employed by CAPK. No relative of an employee of CAPK may bid on an Agreement 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 Agreement 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. **DEBARMENT 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 Workers 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 this Agreement.

    (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 this Agreement.)
18. **INSURANCE REQUIREMENTS:** Vendor shall procure, furnish and maintain for the duration of this Agreement 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 this Agreement.
f. Contain an additional insured endorsement in favor in favor of Community Action Partnership of Kern, its board, officers, agents, employees and volunteers.
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 this Agreement, or insurance rated below Best's A: VII, must be declared prior to execution of this Agreement 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 this Agreement 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 Agreement or cancel this Agreement if certificates of insurance and endorsements required have not been provided prior to the execution of this Agreement.

Signature **Date**

Print Name

Company Name

Community Action Partnership of Kern
5005 Business Park North • Bakersfield, CA 93309
P: (661) 336-5236 F: (661) 864-1312

ACCOUNT CODE:

Contract Log:

CONTRACT FOR SERVICES AGREEMENT

This Contract for Services Agreement (the "Agreement") is made and entered into as of the 1st day of July 2019 by and between PLC System Services ("Vendor") and Community Action Partnership of Kern ("CAPK"). In consideration of mutual promises and agreements of the parties as herein set forth, the parties agree as follows:

1. **DESCRIPTION OF SERVICES.** Vendor is to perform all services and install all equipment and materials as per the Scope of Work contained in the proposal submitted by Vendor in response to RFP Energy 2019-001. Vendor's Bid Form for RFP Energy 2019-001 is found in **Attachment A** attached hereto and incorporated herein by reference.
2. **LOCATION FOR SERVICES.** Kern County.
3. **PAYMENT FOR SERVICES.** Payment for services shall be as described in the Bid Form for RFP Energy 2019-001. Payment shall be made when CAPK has determined that the work effort has been satisfactorily completed, including any punch list items. Vendor shall submit an original invoice detailing all work performed with evidence of final inspection and a copy of the job card attached. The total aggregate amount of this Agreement is not to exceed $500,000.00. Terms are Net 45 from the date the original invoice is received at CAPK's Finance Department.

   Note: Vendor shall mail all invoices, with required detail, 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 September 1, 2019 through June 30, 2022. CAPK may discharge Vendor at any time by written notice effective when such notice is received by Vendor. Unless specifically agreed to between Vendor and CAPK, Vendor will provide no further services and incur no further costs on CAPK's behalf upon receipt of the notice.
5. **OPTION TO RENEW.** This Agreement may be renewed for one (1) 12-month period, up to two (2) times, upon agreement between CAPK and Vendor. Said renewal shall be based on the quality of work and reasonableness of fees for service.
6. **RELATIONSHIP OF PARTIES.** While engaged in carrying out and complying with terms and conditions of this Agreement, Vendor is an independent contractor and is not an officer or employee 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**, Additional Terms and Conditions, and will name CAPK as an additional insured.
8. **DAMAGE TO PROPERTY.** Vendor shall be entirely responsible for any damages to property during delivery, assembly, installation/placement of the materials and/or the furnishing of the services described herein and shall repair or cause to be repairs at its expense any such damages in a manner satisfactory to CAPK.
9. **REMOVAL OF DEBRIS.** Vendor shall be entirely responsible for the daily removal of debris (empty cartons, crates, packing material, etc.) resulting from delivery, assembly and/or installation/placement of material or the furnishing of services described herein. Rubbish must not remain overnight. FAILURE TO COMPLY WITH THIS PROVISION WILL RESULT IN VENDOR PAYING AS LIQUIDATED DAMAGES, AND NOT AS A PENALTY FOR SUCH FAILURE, THE SUM OF ONE HUNDRED DOLLARS ($100.00) PER DAY, FOR EACH DAY THAT DEBRIS REMAINS ON PROPERTY. A CORRESPONDING AMOUNT WILL BE AUTOMATICALLY DEDUCTED FROM VENDOR'S INVOICE.
10. **SCHEDULING/CLOSE-OUT:** Vendor is to contact **Todd Payne, Weatherization Manager – Energy, at 661-336-5203** to schedule the above-mentioned scope of work and to conduct final walk-thrus/close-outs. Close-out documentation required shall require proof of final inspection. Failure to contact said personnel may delay or negate payment.
11. **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:	CAPK:
PLC System Services	Community Action Partnership of Kern
ATTN: Erick Puente	ATTN: Margaret L. Palmer
11509 Orchard Park Drive	300 19th Street
Bakersfield, CA 93311	Bakersfield, CA 93301
Phone: (661) 706-8717	Phone: (661) 336-5203

12. **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. Vendor shall maintain all records pertaining to this Agreement for a period of five (5) years after submission of the final reports for each individual CSD contract. Contractor shall further maintain all such records until resolution of all related audit and monitoring findings are completed.
13. **INDEMNIFICATION.** Vendor agrees to indemnify and hold harmless CAPK from all claims, losses, expenses, fees, including attorney fees, costs and judgments that may be asserted against Vendor while executing this Agreement.
14. **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.
15. **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.
16. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement of the parties. No other agreement, statement or promise made on or before the effective date of this Agreement will be binding on the parties.
17. **SEVERABILITY.** If any provision of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision will remain in full force and effect.
18. **APPLICABLE LAW.** The Laws of the State of California shall govern this Agreement.
19. **ADDITIONAL TERMS AND CONDITIONS.** **Attachment B**, attached hereto and incorporated herein, contains CAPK's Additional Terms and Conditions which are made a part of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date hereinabove first written.

VENDOR: **PLC SYSTEM SERVICES** **LICENSE NO.:** _____

Signature: _____ **Date:** _____

Printed Name: _____ **Title:** _____

CAPK: **COMMUNITY ACTION PARTNERSHIP OF KERN**

Signed by: _____ **Date:** _____

Printed Name: **Jeremy T. Tobias** **Title:** **Chief Executive Officer**

CAPK Staff Initials			

RFP CAPK Energy 2019-001
SUBCONTRACTOR - APPLIANCES
BID FORM

Unit Price Quote:

Please provide a unit price quote for each of the items listed below. **The price quote must be a total cost including material, labor and permit.** The complete job includes the new appliance, installation and removal and disposal of the removed appliance, and cleanup of debris created during the installation. Price quotes should be for a normal installation. Additional charges for unusual situations are handled on a case-by-case basis.

All pricing should include crane rental, permit, Hers duct test and certificate where applicable, as well as the removal and disposal of all the old equipment and trash.

1. **SMOKE AND CARBON MONOXIDE DETECTORS**
   - Smoke detector — Not Awarded
   - Carbon monoxide detector — Not Awarded
   - Combination smoke detector and carbon monoxide detector — Not Awarded

2. **WALL FURNACE**
   Remove existing wall furnace and vent system (metal). Install new wall furnace with 78% efficiency, vent system and gas flex and valve at furnace location.
   - Single sided – 35,000 BTU — $ 2078
   - Double sided – 50,000 BTU — $ 2078

3. **HEATER - EXTERIOR WALL DIRECT VENT**
   Remove existing direct vent heater and install a new direct vent heater with 78% efficiency, a new gas flex and valve.
   - Heater – 35,000 BTU — $ 3116
   - Heater – 50,000 BTU — $ 3392

4. **HEATER – FLOOR FURNACE**
   Remove existing floor furnace and install new floor furnace, no floor cutting required. Replace horizontal metal vent (4') to existing vertical vent, and gas flex and valve.
   - Floor furnace – 60,000 BTU — $ 3192

5. **DUAL PAC ROOFTOPS (14 SEER, R410A, SINGLE PHASE)**
   Remove the existing rooftop system and stand. Install a new transition, angle iron stand and rooftop system. Install a new electrical disconnect, gas flex and valve and condensate drain in copper.
   - 2 ton — $ 5981
   - 2.5 ton — $ 6193
   - 3 ton — $ 6290
   - 3.5 ton — $ 6727
   - 4 ton — $ 6869

- 5 ton — Not Awarded

6. **FORCED AIR UNIT (FAU) UP FLOW**

Remove the existing FAU and install a new up flow high efficiency (80% or higher AFUE rating) FAU, closet installation, adapt to existing supply plenum. No duct work required. (Closet alteration for free air requirements to be bid separately on an individual basis.)

- 40,000 BTU — $ 3264
- 60,000 BTU — $ 3320
- 75,000 BTU — $ 3320
- 80,000 BTU — $ 3398

7. **FORCED AIR UNIT (FAU) HORIZONTAL FLOW**

Remove the existing FAU and install a new horizontal high efficiency (80% or higher AFUE rating) FAU in the attic with existing legal platform: Attic access 30" x 30". Adapt to existing supply and return plenums, vent into the existing roof stack.

- 40,000 BTU — $ 3627
- 60,000 BTU — $ 3789
- 75,000 BTU — $ 3976
- 80,000 BTU — $ 4100

8. **ROOFTOP HEAT PUMPS (14 SEER, R410A, SINGLE PHASE)**

Remove the existing rooftop system and stand. Install a new transition, angle iron stand and rooftop system. Install a new electrical disconnect and condensate drain in copper.

- 2 ton — $ 6185
- 2.5 ton — $ 6404
- 3 ton — $ 6443
- 3.5 ton — $ 6956
- 4 ton — Not Awarded
- 5 ton — Not Awarded

9. **SPLIT SYSTEM GAS/ELECTRIC**

Remove the existing up flow split system and install a new up flow high efficiency (80% or higher AFUE rating) split system, closet installation, adapt to existing supply plenum. Flush the line set and reconnect with a liquid line drier, install all new venting, no duct work is required. (Closet alteration for free air requirements to be bid separately on an individual basis.)

CONDENSERS (14 SEER, R410A, SINGLE PHASE)

- 2 ton — $ 2022
- 2.5 ton — $ 2469
- 3 ton — $ 2328
- 3.5 ton — $ 2497
- 4 ton — $ 2553
- 5 ton — $ 2632

FURNACES UP FLOW (80% or higher AFUE Rating; 15 Volts)

- 2 ton; 40,000 BTU — $ 3024
- 3 ton; 70,000 BTU — $ 3038
- 4 ton; 90,000 BTU — $ 3228
- 5 ton; 110,000 BTU — $ 3346

EVAPORATOR COIL (14 SEER, R410A, UP FLOW)

- 2 ton — $ 1383
- 2.5 ton — $ 1383
- 3 ton — $ 1393
- 3.5 ton — $ 1320
- 4 ton — $ 1560
- 5 ton — $ 1680

10. **SPLIT SYSTEM HEAT PUMPS**

Remove the existing up flow heat pump split system and install a new up flow heat pump split system, closet installation, adapt to existing supply plenum. Flush the line set and reconnect with a bi flow drier, no duct work is required.

CONDENSER (14 SEER, R410A, SINGLE PHASE)

- 2 ton — $ 2803
- 2.5 ton — $ 3042
- 3 ton — $ 3300
- 3.5 ton — Not Awarded
- 4 ton — Not Awarded
- 5 ton — Not Awarded

AIR HANDLERS (14 SEER, R410A, SINGLE PHASE W/HEAT STRIP)

- 2 ton — $ 2257
- 2.5 ton — $ 2411
- 3 ton — $ 2411
- 3.5 ton — $ 2519
- 4 ton — $ 2534
- 5 ton — $ 2649

11. **MOBILE HOME SPLIT SYSTEM DOWN FLOW**

Remove the existing down flow split system and install a new down flow high efficiency (80% or higher AFUE rating) split system, adapt to existing supply plenum. Flush the line set and reconnect with a liquid line drier, install all new venting, no duct work required.

CONDENSER (14 SEER, R410A, SINGLE PHASE)

- 2 ton — $ 1864
- 2.5 ton — $ 2023
- 3 ton — $ 2194
- 3.5 ton — $ 2438
- 4 ton — $ 2508
- 5 ton — $ 2514

FURNACE (80% EFFICIENCY -- DOWN FLOW FURNACE MOBILE HOME APPROVED

• 56,000 BTU	$ 3413
• 70,000 BTU	$ 3538
• 77,000 BTU	$ 3904
• 90,000 BTU	$ 4270

EVAPORATOR COIL (14 SEER, R410A, DOWN FLOW)

• 2 ton	$ 1153
• 2.5 ton	$ 1168
• 3 ton	$ 1168
• 3.5 ton	$ 1170
• 4 ton	$ 1300
• 5 ton	$ 1400

12. **MOBILE HOME SPLIT SYSTEM UP FLOW**

Remove the existing up flow split system and install a new up flow high efficiency (80% or higher AFUE rating) split system, closet installation, adapt to existing supply plenum. Flush the line set and reconnect with a liquid line drier, install all new venting, no duct work is required. (Closet alteration for free air requirements to be bid separately on an individual basis.)

CONDENSER (14 SEER, R410A, SINGLE PHASE)

• 2 ton	$ 2022
• 2.5 ton	$ 2461
• 3 ton	$ 2328
• 3.5 ton	$ 2497
• 4 ton	$ 2553
• 5 ton	$ 2632

FURNACE (80% EFFICIENCY -- UP FLOW FURNACE MOBILE HOME APPROVED

• 56,000 BTU	$ 2794
• 70,000 BTU	$ 2900
• 77,000 BTU	$ 3200
• 90,000 BTU	$ 3500

EVAPORATOR COIL (14 SEER, R410A, UP FLOW)

• 2 ton	$ 1153
• 2.5 ton	$ 1153
• 3 ton	$ 1050
• 3.5 ton	$ 1100
• 4 ton	$ 1300
• 5 ton	$ 1400

13. **DUCTWORK**

Duct work is to be priced by the linear foot, including the labor cost per foot.

• 4"- 5" flexible ductwork – R6	$ 5.83
• 6" - 7" flexible ductwork – R6	$ 6.28
• 8" - 9" flexible ductwork – R6	$ 7.60
• 10" - 12" flexible ductwork – R6	$ 9.75

- 14" - 16" flexible ductwork – R6 $ 12.94
- 18" - 20" flexible ductwork – R6 $ 15.23

14. **THERMOSTAT**

Remove the old thermostat and Install a new programmable thermostat.

- 5-2 Day Programmable $ 157

15. **EVAPORATIVE COOLER – ROOF**

Remove the old down flow cooler and install a new 4500 CFM down flow cooler with a new ½ horsepower single speed motor, install a new ¾" copper water line and shut off valve, install a new metal leg kit. $ 1882

16. **EVAPORATIVE COOLER – WINDOW**

Remove the old window cooler and install a new 4500 CFM window cooler, install a new ¾" copper water line and shut off valve, install a new chain hanging kit, seal around the window opening, if needed $ 1882

17. **AIR CONDITIONER – WINDOW**

Remove the old window air conditioner and install a new 12K BTU window air conditioner 115 volts straight cooling, install a new chain hanging kit, seal around the window opening, if needed. $ 1400

18. **HOT WATER HEATER – ELECTRIC, NATURAL GAS OR PROPANE**

Include in your price quote new water heater gas line valve, gas connector, flex water connectors, ¾" water gate valve and vent materials to existing ceiling jack. All water heaters must be secured to structure top and bottom for earthquake strapping. Price quotes are to include permit costs, if applicable.

- 30-gallon water heater installed in garage on existing 18" platform $ 1800
- 40-gallon water heater installed in garage on existing 18" platform $ 1800
- Construction and installation of new 18" platform $ 300
- 30-gallon water heater installed outside on existing concrete pad in existing metal cabinet enclosure $ 1800
- 40-gallon water heater installed outside on existing concrete pad in existing metal cabinet enclosure $ 1100
- Construction and installation of new outside cabinet enclosure, with concrete pad and new vent system extending above roof caves $ 1800
- 30-gallon water heater installed in indoor cabinet enclosure $ 1800
- 40-gallon water heater installed in indoor cabinet enclosure $ 1800
- 30-gallon water heater installed in indoor open area (i.e., laundry room) $ 1800
- 40-gallon water heater installed in indoor open area (i.e., laundry room) $ 1800
- Cost per foot for additional piping, installed
  - Copper 3/4" $ 12.50
  - Galvanized 3/4" $ 11.20

19. **FREE STANDING RANGE – ELECTRIC (220 Volt), COOK TOP (GAS, ELECTRIC, PROPANE)**

All counter tops and 30" free-standing ranges will be provided by the Contractor. Incidental charges for other than "kind for kind" installations are handled on an individual job basis and are to be quoted and billed separately.

All installations will include removal and disposal of old range, installation of line valve and connector. Price quotes are to include permit costs, if applicable.

- 30" free-standing range $ N/A
- 4-burner countertop unit with electric ignition, requiring no incidental work (straight drop in) $ N/A

20. **ADDITIONAL SERVICES**

Hourly rate for Service Technician	$ 90
Hourly rate for Two-man Service Crew	$ 180
Mark-up for additional material not listed in per unit bids above (percentage)	15 %
Mileage charges (when applicable), not to exceed the IRS standard mileage rate	$ 0.58

VENDOR:

PLC System Services
Company Name

Signature

Erick Puente
Printed Name

06/10/2019
Date

ATTACHMENT B

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 this Agreement, 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 this Agreement shall be binding upon any assignee or transferee. Any transfer shall be considered an addendum to this Agreement and must be included as such.

3. **TERMINATION FOR CONVENIENCE OF CAPK**. CAPK may terminate this Agreement 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 Agreement 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 this Agreement 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 Agreement. Amendments shall be valid only after approval by Vendor and CAPK's Executive Officer.

5. **CLAIMS**. All claims for money due or to become due to the Vendor from CAPK under this Agreement 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 this Agreement 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 this Agreement, including any claims for breach of this Agreement, 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 CAPK, 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 this Agreement.

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

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 this agreement, 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 Agreement while said employee is still employed by CAPK. No relative of an employee of CAPK may bid on an Agreement 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 Agreement 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. **DEBARMENT 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 Workers 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 this Agreement.
    >
    > (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 this Agreement.)
18. **INSURANCE REQUIREMENTS:** Vendor shall procure, furnish and maintain for the duration of this Agreement 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 this Agreement.
f. Contain an additional insured endorsement in favor in favor of Community Action Partnership of Kern, its board, officers, agents, employees and volunteers.
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 this Agreement, or insurance rated below Best's A: VII, must be declared prior to execution of this Agreement 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 this Agreement 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 Agreement or cancel this Agreement if certificates of insurance and endorsements required have not been provided prior to the execution of this Agreement.

Signature **Date**

Print Name

Company Name

COMMUNITY ACTION PARTNERSHIP OF KERN

MEMORANDUM

To: Budget and Finance Committee

From: Kerri Davis, Business Manager

Date: September 20, 2019

Subject: *Agenda Item 5g:* Gardening & Maintenance Contracts – **Action Item**

Background

As the Board is aware, we are seeking a qualified landscape contractor to provide gardening and maintenance services at thirty-eight sites, including general lawn, tree/shrub and irrigation system maintenance. During the May 20th Board meeting when originally presented staff made note of all concerns expressed by the Board and designed an RFP package that still proposed an efficient means to administer all contracts and as well promote competition. In accordance with the Office of Management and Budget (OMB) Uniform Guidance, an RFP was issued and sent to multiple contractors and the geographic area broken up into five regions to allow for broader competition. The RFP allowed for a contractor to bid on any or all regions.

Current Events

The RFP was sent to multiple contactors in Bakersfield and surrounding areas, including Shafter, Mojave, Ridgecrest, and Tehachapi, posted on the CAPK website and published in the Bakersfield Californian, Shafter Press and Tehachapi newspaper. Only one proposal was received, from Michael K. Brown and it was fully responsive to the requirements set forth in the RFP. All potential contractors were contacted to determine why they chose not to submit a proposal, the responses were documented on the vendor contact list and ranged from not taking on new clients at this time to not being willing to pay overtime for services as required after business hours or weekends.

Michael K. Brown is the sole vendor that provided a proposal in response the RFP in the annual amount of $224,100. Michael K. Brown is currently contracted with CAPK in the amount of $216,600. The current contract does not include Ridgecrest, which was quoted at $7,200 per year. In addition, there were increases in the amount of $20,100 spread among multiple sites, please see Bid Analysis. Michael Brown has held his pricing for the past four years with CAPK and because of this it is understandable that there would be an increase due to escalating cost to perform business.

Conclusion

Although Michael K. Browns annual fee has increased by $20,100, it is understandable that due to rising cost of fuel and materials that after four years of static pricing an increase would be expected. In addition, he has performed excellent service over the term of the contract and staff recommend award of all regions to Michael K. Brown.

Recommendation

After a fair and equitable process was conducted to ensure comparable pricing as well as qualifications of all vendors, staff recommends that the committee approve the contract for services agreement, with Michael K. Brown and authorizes the Chief Executive Officer to execute the agreements.

Attachments:
Contracts for Service Agreement
Proposal received from qualified vendor
Bid Analysis
Vendor list
RFP

Community Action Partnership of Kern
5005 Business Park North • Bakersfield, CA 93309
P: (661) 336-5236 F: (661) 864-1312

ACCOUNT CODE:

CONTRACT FOR SERVICES AGREEMENT

This Contract for Services Agreement (the "Agreement") is made and entered into as of this 11th day of September 2019 by and between Michael K. Brown Landscape & Maintenance Company, Inc. ("Vendor") and Community Action Partnership of Kern ("CAPK"). In consideration of mutual promises and agreements of the parties as herein set forth, the parties agree as follows:

1. **DESCRIPTION OF SERVICES.** Vendor is to perform Gardening and Maintenance Services as per the Scope of Work from RFP OPS 2019-004, found in **Attachment A** attached hereto and incorporated herein by reference.
2. **LOCATION FOR SERVICES.** Kern County
3. **PAYMENT FOR SERVICES.** Services shall be billed monthly at the service rate for all locations shown on the Bid Form located in **Attachment B**. Vendor will submit a monthly invoice detailing locations and amounts billed by site, with the total amount under this Agreement not to exceed $18,675.00 monthly. Total amount under this contract shall not exceed $224,100.00. Terms are Net 45 from the date the original invoice is received at CAPK's Finance Department.

   Note: Vendor shall mail all invoices, with required detail, 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 October 1, 2019 through September 30, 2020. CAPK may discharge Vendor at any time by written notice effective when such notice is received by Vendor. Unless specifically agreed to between Vendor and CAPK, Vendor will provide no further services and incur no further costs on CAPK's behalf upon receipt of the notice.
5. **OPTION TO RENEW.** This Agreement may be renewed three (3) times for a one (1) year period upon agreement between CAPK and Vendor. Said renewal shall be based on the quality of work and reasonableness of fees for service.
6. **RELATIONSHIP OF PARTIES.** While engaged in carrying out and complying with terms and conditions of this Agreement, Vendor is an independent contractor and is not an officer or employee 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 C**, incorporated herein by reference, and will name CAPK as an additional insured.
8. **RESPONSIBILITIES.** Vendor shall perform the Gardening and Maintenance Services provided for under this Agreement and shall keep CAPK informed of progress and developments and will respond within a reasonable time to CAPK's inquiries and communications. CAPK shall provide on a timely basis all information and documents necessary for Vendor's completion of the work described in **Attachment A**.
9. **CONFIDENTIALITY.** Vendor shall not at any time or in any manner, either directly or indirectly, use for its benefit, or divulge, disclose or communicate in any manner any information that is proprietary to CAPK. Vendor will protect such information and treat it as strictly confidential. This provision shall continue to be effective even after the termination of this Agreement for a period of three (3) years.
10. **RELEASE OF PAPERS AND PROPERTY.** Upon termination of this Agreement, Vendor will return to CAPK all records, notes, documentation and other items that were used, created or controlled by Vendor on behalf of CAPK during the term of this Agreement. In the event that CAPK requests that Vendor relinquish CAPK's original documents in its file, CAPK agrees to give Vendor at least five (5) working days written notice of CAPK's request in order to provide Vendor sufficient time to make a copy for Vendor's records.

11. **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:
Michael K. Brown Landscape &
Maintenance Company, Inc.
ATTN: Michael K. Brown
3541 Alken St.
Bakersfield, CA 93308
Phone: (661) 336-5236
Fax: (661) 831-5158

CAPK:
Community Action Partnership of Kern
ATTN: Dan Ripoli
5005 Business Park North
Bakersfield, CA 93309
Phone: (661) 831-8915
Fax: (661) 831-1725

12. **INDEMNIFICATION.** Vendor agrees to indemnify and hold harmless CAPK from all claims, losses, expenses, fees, including attorney fees, costs and judgments that may be asserted against Vendor while executing this Agreement.
13. **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.
14. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement of the parties. No other agreement, statement or promise made on or before the effective date of this Agreement will be binding on the parties.
15. **SEVERABILITY.** If any provision of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision will remain in full force and effect.
16. **APPLICABLE LAW.** The Laws of the State of California shall govern this Agreement.
17. **ADDITIONAL TERMS AND CONDITIONS.** **Attachment B**, attached hereto and incorporated herein, contains CAPK's Additional Terms and Conditions which are made a part of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date hereinabove first written.

VENDOR: MICHAEL K. BROWN LANDSCAPE & MAINTENANCE COMPANY, INC.

Signature: _____ **Date:** _____

Printed Name: _____ **Title:** _____

CAPK: COMMUNITY ACTION PARTNERSHIP OF KERN

Signed by: _____ **Date:** _____

Printed Name: _____ **Title:** _____

Attachment A

II. **SCOPE OF WORK -The vendor is to provide all items and services as described below, including labor:**

GENERAL LAWN MAINTENANCE

- Mow lawns once a week
- All grass cutting to be removed the same day
- Mowing equipment to be equipped with clipping removal devices
- Maintain flower beds around buildings
- Maintain all shrubs, trim hedges
- Blow off parking lots and rinse any outdoor break area tables and concrete

TREE/SHRUB MAINTENANCE

- Trees and shrubbery shall be regularly trimmed to a specific size and shape up to 12 feet
- Insect and disease control of all trees and shrubbery in accordance with soil conditions, plant requirements and weather conditions
- Stake and/or tie down of any tree needing sway and growth control, through the use of vinyl hoses and wires mounted in a manner to allow growth and proper development of the plant. Regular inspection will be conducted to see if adjustments are required.

HERBACEOUS GROUND COVER MAINTENANCE

- Complete edge trimming of ground cover around the facility/building areas
- Regularly scheduled weeding to control and minimize growth
- Complete insect and disease control of all ground cover plants
- Regulate optimum irrigation of all ground cover areas

IRRIGATION SYSTEM MAINTENANCE

- Regularly inspect and repair sprinkler heads as required. Adjust sprinkler heads as necessary to minimize or prevent water overspray on the building, sidewalks, or other areas not needing irrigation for water conservation. Regularly inspect and repair sprinkler system from the valve point in order to maintain efficient and optimum operating conditions. Any and all repairs to the irrigation system shall be made with the original specified materials or suitable substitutes when the former is not available, charged at time and materials. Written approval will be obtained from CAPK management before work begins.

COLOR CHANGE

- Any color change or replacement of plants is to be ordered and approved by CAPK and will be billed as an extra cost. All color plants shall be count flat and the installed price will be twenty-five ($25.00) per flat. Prices of replacement plants vary depending on the season, availability, size, etc. Written approval will be obtained from CAPK management before work begins.

Attachment B

BID SHEET

BID FORM -REGION 1 - Central

Locations:	Monthly Fees:	Annual Fees:
**Alberta Dillard: 5704 Pioneer Dr. Bakersfield	$ 400.00	$ 4,800.00
**Cleo Foran: 1410 11th St., Bakersfield	$ 350.00	$ 4,200.00
**Fairfax: 1500 S. Fairfax Rd., Bakersfield	$ 475.00	$ 5,700.00
**Fairview: 425 E. Fairway Dr., Bakersfield	$ 350.00	$ 4,200.00
**Martha J. Morgan: 3811 River Blvd., Bakersfield	$ 300.00	$ 3,600.00
**Pete H. Parra: 1825 Feliz Dr., Bakersfield	$ 450.00	$ 5,400.00
**Pioneer: 4404 Pioneer Dr., Bakersfield	$ 325.00	$ 3,900.00
**Planz: 2400 Planz, Bakersfield	$ 325.00	$ 3,900.00
**Seibert: 2800 Agate St., Bakersfield	$ 375.00	$ 4,500.00
**Sterling: 3000 Sterling Ave., Bakersfield	$ 800.00	$ 9,600.00
**Stine: 315 Stine Rd., Bakersfield	$ 400.00	$ 4,800.00
**Virginia: 3301 Virginia Ave. Bakersfield	$ 375.00	$ 4,500.00
**Willow: 401 Willow, Bakersfield	$ 550.00	$ 6,600.00
BPN: 5005 Business Park North Bakersfield	$ 700.00	$ 8,400.00
Central Kitchen: 3101 Mall View Rd., Bakersfield	$ 500.00	$ 6,000.00
Energy: 300 19th St. Bakersfield	$ 500.00	$ 6,000.00
Friendship house 2425 Cottonwoon Bakersfield	$2,200.00	$ 26,400.00
Maintenance: 1825 Feliz Dr. Bakersfield	$ 300.00	$ 3,600.00
**Wesley: 500 E. California Ave., Bakersfield	$ 350.00	$ 4,200.00

Hourly labor rate for work outside of monthly fees: $ 45.00

Hourly Davis Bacon (over $2,000.00) labor rate for work outside of monthly fees:
$ 100.00

** No work is to be performed between the hours of 7 am and 5 pm -Monday through Friday at these locations

BID FORM - REGION 2 -WEST

Locations:	Monthly Fees:	Annual Fees:
**Delano: 1835 Cecil Ave., Delano	$ 600.00	$ 7,200.00
**McFarland: 410 Perkins, McFarland	$ 600.00	$ 7,200.00
**Shafter: 452 W. Los Angeles Ave., Shafter	$ 600.00	$ 7,200.00
**Sunrise Villa: 1600 Poplar Ave., Wasco	$ 300.00	$ 3,600.00
**Shafter EHS/HS: 459 E. Euclid Ave, Shafter	$ 600.00	$ 7,200.00
**Wasco: 523 Broadway St., Wasco	$ 800.00	$ 9,600.00
**Shafter Youth Center: 455 E. Euclid Ave., Shafter	$ 600.00	$ 7,200.00

Hourly labor rate for work outside of monthly fees: $ 45.00

Hourly Davis Bacon (over $2,000.00) labor rate for work outside of monthly fees:
$ 100.00

** No work is to be performed between the hours of 7 am and 5 pm -Monday through Friday at these locations

BID FORM - REGION 3 - SOUTH

Locations:	Monthly Fees:	Annual Fees:
**Alicante: 7998 Alicante Ave., Lamont	$ 300.00	$ 3,600.00
**Lamont: 8201 Palm Ave., Lamont	$ 300.00	$ 3,600.00
**Primeros Pasos: 1111 Bush St., Arvin	$ 400.00	$ 4,800.00
**San Diego: 10300 1/2 San Diego St., Lamont	$ 600.00	$ 7,200.00
**Vineland: 14327 S. Vineland Rd., Bakersfield	$ 300.00	$ 3,600.00

Hourly labor rate for work outside of monthly fees: $ 45.00

Hourly Davis Bacon (over $2,000.00) labor rate for work outside of monthly fees:
$ 100.00

** No work is to be performed between the hours of 7 am and 5 pm -Monday through Friday at these locations

BID FORM - REGION 4 - EAST

Locations:	Monthly Fees:	Annual Fees:
**California City: 9124 Catalpa Ave., California City	$ 450.00	$ 5,400.00
**Mojave: 1940 Inyo St., Mojave	$ 400.00	$ 4,800.00
**Tehachapi: 1120 S. Curry, Tehachapi	$ 600.00	$ 7,200.00
**Wayside: 2584 Felsite Ave., Rosamond	$ 600.00	$ 7,200.00

Hourly labor rate for work outside of monthly fees: $ 45.00

Hourly Davis Bacon (over $2,000.00) labor rate for work outside of monthly fees:
$ 100.00

** No work is to be performed between the hours of 7 am and 5 pm -Monday through Friday at these locations

BID FORM REGION 5 - RIDGECREST

Locations:	Monthly Fees:	Annual Fees:
**814 North Norma, Ridgecrest, CA	$ 600.00	$ 7,200.00

Hourly labor rate for work outside of monthly fees: $ 45.00

Hourly Davis Bacon (over $2,000.00) labor rate for work outside of monthly fees:
$ 100.00

** No work is to be performed between the hours of 7 am and 5 pm -Monday through Friday at these locations

Attachment 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 OR SUBCONTRACTING.** The Vendor may not assign or transfer the Agreement, 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 Agreement shall be binding upon any assignee or transferee. Any transfer shall be considered an addendum to the Agreement and must be included as such.

3. **TERMINATION FOR CONVENIENCE OF CAPK**. CAPK may terminate the Agreement 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 Agreement 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 Agreement 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 Agreement. Amendments shall be valid only after approval by Vendor and CAPK's Chief Executive Officer.
5. **CLAIMS**. All claims for money due or to become due to the Vendor from CAPK under the Agreement 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 Agreement 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 Agreement, including any claims for breach of the Agreement, 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 Agreement.
13. **RESPONSIBILITY.** If Vendor is part of a corporation, the individual or individuals who sign the Agreement on behalf of the corporation are jointly responsible for performance of the Agreement.
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 Agreement, 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 Agreement while said employee is still employed by CAPK. No relative of an employee of CAPK may bid on an Agreement 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 Agreement 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. **DEBARMENT 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 Agreement.

(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 Agreement.)

18. **INSURANCE REQUIREMENTS:** Vendor shall procure, furnish and maintain for the duration of the Agreement 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 Agreement.
    f. Contain an additional insured endorsement in favor in favor of Community Action Partnership of Kern, its board, officers, agents, employees and volunteers.
    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 Agreement, or insurance rated below Best's A: VII, must be declared prior to execution of the Agreement 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 Agreement 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 Agreement or cancel the Agreement if certificates of insurance and endorsements required have not been provided prior to the execution of the Agreement.

19. **DAVIS BACON:** The Davis-Bacon Act, as detailed in the Code of Federal Regulations (CFR) 29. Part 5 of the CFR 29 applies to any construction, renovation or repair work that exceeds $2,000.00.

a. The Department of Industrial Relations (DIR) determines the General Prevailing Wage Rates (GPWR), including fringe benefits, for each craft, classification, or type of worker considered to be necessary to complete the contract work.
b. The Secretary of Labor (SOL) determines the Davis- Bacon Wage Rates for Federal-Aid projects and in most cases the wage rates set forth by the DIR and SOL will be the same for most given labor classifications.
c. If there is a difference, the bidder shall pay not less than the higher wage rate.
d. Concerning Classification of Labor and Davis-Bacon Wage Rate Determinations:
    i. Bidder must obtain Davis-Bacon Wage rate determinations from the following sites: http://www.wdol.gov/ (Federal); http://www.dir.ca.gov/OPRL/PWD/index.htm (State).
e. Vendor must use the classification that most accurately describes the work to be performed. Bidder must reclassify workers to conform to changes in duties, if any. Vendor must maintain an accurate payroll record of the time spent in each classification and submit certified payroll weekly.

Signature **Date**

Print Name

Company Name

REQUEST FOR PROPOSALS (RFP)
FOR
Gardening and Maintenance Services

Request for Proposal Number: OPS 2019-004
August 20, 2019



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

Proposals Due by 2:00 p.m., September 3, 2019

Community Action Partnership of Kern
5005 Business Park North • Bakersfield, CA 93309
(661) 336-5236 • Fax: (661) 325-2169

REQUEST FOR PROPOSALS (RFP):
Gardening and Maintenance Services
GENERAL CONDITIONS

I. PURPOSE

Community Action Partnership of Kern (CAPK) is soliciting proposals to find a qualified vendor with a Landscape Business License for Gardening and Maintenance services.

A. Proposal Submission Information

1. **Closing Date:** Proposals must be submitted no later than **2:00 p.m. September 3, 2019**.
2. **Inquiries:** Inquiries concerning this RFP should be directed to the Business Services Department, at procurement@capk.org.
3. **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.

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

Community Action Partnership of Kern (CAPK)
RFP OPS 2019- 004
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. L**ate 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:

	Date(s)	Event
1	August 20, 2019	RFP Released to public
3	August 27, 2019	Due date for Vendor Questions -Please email to Procurement@capk.org
4	August 30, 2019	Responses to Vendor questions emailed to Vendors
5	**September 3, 2019 by 2:00pm**	**DUE DATE FOR PROPOSALS FROM VENDORS**
6	TBD	Notification of Award

C. **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.

D. **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.

E. **Notification of Award:** CAPK anticipates but does not guarantee that the Contract will be awarded by **September 30, 2019.**

Award will be made to the most responsible Vendor 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.

F. **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).

G. **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.

BID FORMS ARE ATTACHED AND MUST BE SUBMITTED WITH PROPOSAL

BIDDERS MAY BID ON ANY OR ALL OF THE REGIONS ON THE ATTACHED BID SHEETS

II. SCOPE OF WORK -The vendor is to provide all items and services as described below, including labor:

GENERAL LAWN MAINTENANCE

- Mow lawns once a week
- All grass cutting to be removed the same day
- Mowing equipment to be equipped with clipping removal devices
- Maintain flower beds around buildings, including hula hoe. raking and spraying for weeds weekly

- Maintain all shrubs, trim hedges, (all trimming must be done weekly)
- Blow off parking lots and rinse any outdoor break area tables and concrete
- Fertilize all lawns three times per year
- Fertilize all flower beds once per year

TREE/SHRUB MAINTENANCE

- Trees and shrubbery shall be regularly trimmed to a specific size and shape up to 12 feet
- Insect and disease control of all trees and shrubbery in accordance with soil conditions, plant requirements and weather conditions
- Stake and/or tie down of any tree needing sway and growth control, through the use of vinyl hoses and wires mounted in a manner to allow growth and proper development of the plant. Regular inspection will be conducted to see if adjustments are required.

HERBACEOUS GROUND COVER MAINTENANCE

- Complete edge trimming of ground cover around the facility/building areas
- Regularly scheduled weeding to control and minimize growth
- Complete insect and disease control of all ground cover plants
- Regulate optimum irrigation of all ground cover areas

IRRIGATION SYSTEM MAINTENANCE

- Regularly inspect and repair sprinkler heads as required. Adjust sprinkler heads as necessary to minimize or prevent water overspray on the building, sidewalks, or other areas not needing irrigation for water conservation. Regularly inspect and repair sprinkler system from the valve point in order to maintain efficient and optimum operating conditions. Any and all repairs to the irrigation system shall be made with the original specified materials or suitable substitutes when the former is not available, charged at time and materials. Written approval will be obtained from CAPK management before work begins.

COLOR CHANGE

- Any color change or replacement of plants is to be ordered and approved by CAPK and will be billed as an extra cost. All color plants shall be count flat and the installed price will be twenty five ($25.00) per flat. Prices of replacement plants vary depending on the season, availability, size, etc. Written approval will be obtained from CAPK management before work begins.

Please note that work all locations marked with an asterisk (*) must not be performed between the hours of 7 am and 5 pm Monday through Friday.

III. PROPOSAL CONTENT REQUIREMENTS

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

A. 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.

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. In compliance with 2 CFR Part 200.319 – Competition, no geographic preferences will be given in the evaluation of this proposal, since the section states: "The Non-Federal entity must conduct procurements in a manner that **prohibits the use of statutorily or administratively imposed state or local geographical preferences in the evaluation of bids or proposals,** except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference." The selection process is designed to ensure that the Vendor's services 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.

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:

1. Organization, size and structure	Points = 25
2. Completion of all required documentation as listed in Section III.	Points = 30
3. Three letters of reference exhibiting previous experience on similar projects	Points = 15
4. Monthly service fees	Points = 15
5. Hourly cost of labor for services outside of routine maintenance services	Points = 15
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.

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ATTACHMENT A
BID SHEET

BID FORM -REGION 1 - Central

Locations:	Monthly Fees:	Annual Fees:
**Alberta Dillard: 5704 Pioneer Dr. Bakersfield	$	$
**Cleo Foran: 1410 11th St., Bakersfield	$	$
**Fairfax: 1500 S. Fairfax Rd., Bakersfield	$	$
**Fairview: 425 E. Fairway Dr., Bakersfield	$	$
**Martha J. Morgan: 3811 River Blvd., Bakersfield	$	$
**Pete H. Parra: 1825 Feliz Dr., Bakersfield	$	$
**Pioneer: 4404 Pioneer Dr., Bakersfield	$	$
**Planz: 2400 Planz, Bakersfield	$	$
**Seibert: 2800 Agate St., Bakersfield	$	$
**Sterling: 3000 Sterling Ave., Bakersfield	$	$
**Stine: 315 Stine Rd., Bakersfield	$	$
**Virginia: 3301 Virginia Ave. Bakersfield	$	$
**Willow: 401 Willow, Bakersfield	$	$
BPN: 5005 Business Park North Bakersfield	$	$
Central Kitchen: 3101 Mall View Rd., Bakersfield	$	$
Energy: 300 19th St. Bakersfield	$	$
Friendship house 2425 Cottonwoon Bakersfield	$	$
Maintenance: 1825 Feliz Dr. Bakersfield	$	$
**Wesley: 500 E. California Ave., Bakersfield	$	$

Hourly labor rate for work outside of monthly fees: $_____
Hourly Davis Bacon (over $2,000.00) labor rate for work outside of monthly fees: $_____

** No work is to be performed between the hours of 7 am and 5 pm -Monday through Friday at these locations

BID FORM - REGION 2 -WEST

Locations:	Monthly Fees:	Annual Fees:
**Delano: 1835 Cecil Ave., Delano	$	$
**McFarland: 410 Perkins, McFarland	$	$
**Shafter: 452 W. Los Angeles Ave., Shafter	$	$
**Sunrise Villa: 1600 Poplar Ave., Wasco	$	$
**Shafter EHS/HS: 459 E. Euclid Ave, Shafter	$	$
**Wasco: 523 Broadway St., Wasco	$	$
**Shafter Youth Center: 455 E. Euclid Ave., Shafter	$	$

Hourly labor rate for work outside of monthly fees: $_____
Hourly Davis Bacon (over $2,000.00) labor rate for work outside of monthly fees: $_____

** No work is to be performed between the hours of 7 am and 5 pm -Monday through Friday at these locations

BID FORM - REGION 3 - SOUTH

Locations:	Monthly Fees:	Annual Fees:
**Alicante: 7998 Alicante Ave., Lamont	$	$
**Lamont: 8201 Palm Ave., Lamont	$	$
**Primeros Pasos: 1111 Bush St., Arvin	$	$
**San Diego: 10300 1/2 San Diego St., Lamont	$	$
**Vineland: 14327 S. Vineland Rd., Bakersfield	$	$

Hourly labor rate for work outside of monthly fees: $_____
Hourly Davis Bacon (over $2,000.00) labor rate for work outside of monthly fees: $_____

** No work is to be performed between the hours of 7 am and 5 pm -Monday through Friday at these locations

BID FORM - REGION 4 - EAST

Locations:	Monthly Fees:	Annual Fees:
**California City: 9124 Catalpa Ave., California City	$	$
**Mojave: 1940 Inyo St., Mojave	$	$
**Tehachapi: 1120 S. Curry, Tehachapi	$	$
**Wayside: 2584 Felsite Ave., Rosamond	$	$

Hourly labor rate for work outside of monthly fees: $_____
Hourly Davis Bacon (over $2,000.00) labor rate for work outside of monthly fees: $_____

** No work is to be performed between the hours of 7 am and 5 pm -Monday through Friday at these locations

BID FORM REGION 5 - RIDGECREST

Locations:	Monthly Fees:	Annual Fees:
**814 North Norma, Ridgecrest, CA	$	$

Hourly labor rate for work outside of monthly fees: $_____
Hourly Davis Bacon (over $2,000.00) labor rate for work outside of monthly fees: $_____

** No work is to be performed between the hours of 7 am and 5 pm -Monday through Friday at these locations

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. 012516

Form **W-9**
(Rev. December 2014)
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.

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:
☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ►
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.
☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any)
Exemption from FATCA reporting code (if any)
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

6 City, state, and ZIP code

7 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 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.

Social security number
___ - ___ - ____

or

Employer identification number
__ - _____

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 | **Signature of U.S. person** ► | **Date** ►

General Instructions

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

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at *www.irs.gov/fw9*.

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)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

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. See *What is FATCA reporting?* on page 2 for further information.

Cat. No. 10231X — 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. **DEBARMENT 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 and volunteers.

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, agent's 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

REMAINDER OF PAGE LEFT BLANK INTENTIONALLY

Michael K. Brown
Landscape & Maintenance Company, Inc.

3541 Alken Street • Bakersfield, CA 93308
(661) 589-7888 • Fax (661) 589-7715

July 10, 2019

Community Action Partnership of Kern (CAPK)
RFP OPS 2019-003
ATTN: Business Services
5005 Business Park North
Bakersfield, CA 93309

RE: Proposal Number OPS 2019-003

This letter is to inform you of my company's services that I would like to extend to you. I have been in the gardening and landscape maintenance business for 45 years. I currently have 48 employees including 8 sprinkler repair specialists on call 24 hours to handle any emergencies that may occur, a complete tree pruning crew, and two full time mechanics. The answering service is available to take calls on weekends and after hours, 24 hours a day. My company services many commercial properties here in Bakersfield to Fresno and outer areas.

The company is financially stable, and I pay all my creditors in a timely manner. The list of Liability and Compensation Insurance Carriers, under which I am now covered, is attached. Also enclosed is a list of references that are well acquainted with my professional standards and procedures.

It has been my pleasure, over the last five years, to assist CAPK in maintaining all of your landscape maintenance including all tree pruning, irrigation services, and re-landscaping needs. I would be very happy to meet with you at your convenience to walk the properties and address any existing problems. Please note that I am more than willing to work within your fiscal budget. I can be reached at my office (661) 589-7888 or my cell number (661) 301-2158 at any time.

Thank you for your consideration and I look forward to hearing from you.

Sincerely,

Michael K. Brown
President/CEO

Note: 80% of CAPK work is done on Saturdays to facilitate not disrupting the school day or weekday events. All of our service technicians have had a good working and communicating relationship with CAPK onsite supervisors.

1. Organization, size and structure
    Organized – Corporation
    Size & Structure – Currently have 48 employees including:
        8 sprinkler repair specialists on call 24 hours to handle any emergencies
        Complete tree pruning crew
        2 full time mechanics

2. Required documentation listed from Section III
    A. Cover Letter – Tab 1
    B. Description of Services to be provided, including informative sheets on services – Tab 1
    C. Detailed plan of action for all phases of the services – Tab 1
    G. Vendor Information Sheet: Appendix A – Tab 1
    H. W-9: Appendix B – Tab 1
    I. Additional Terms and Conditions: Appendix C – Tab 1
    Pictures of projects – Tab 5

3. Three letters of reference exhibiting previous experience on similar projects – Tab 1

4. Monthly service fees
    See Bid Form – Tab 1

5. Hourly cost of labor for services outside of routine maintenance services
    See bottom of Bid Form under Tab 1

SCOPE OF WORK -Michael K. Brown Landscape & Maintenance Company, Inc. will provide all items and services as described below, including labor:

GENERAL LAWN MAINTENANCE

- Mow lawns once a week
- All grass cutting to be removed the same day
- Mowing equipment to be equipped with clipping removal devices
- Maintain flower beds around buildings, including hula hoe, raking and spraying for weeds weekly
- Maintain all shrubs, trim hedges (all trimming will be done weekly)
- Blow off parking lots and rinse any outdoor break area tables and concrete
- Fertilize all lawns three times per year
- Fertilize all flower beds once per year

TREE/SHRUB MAINTENANCE

- Trees and shrubbery will be regularly trimmed to a specific size and shape up to 12 feet
- Insect and disease control of all trees and shrubbery in accordance with soil conditions, plant requirements and weather conditions
- Stake and/or tie down of any tree needing sway and growth control, through the use of vinyl hoses and wires mounted in a manner to allow growth and proper development of the plant. Regular inspection will be conducted to see if adjustments are required.

HERBACEOUS GROUND COVER MAINTENANCE

- Complete edge trimming of ground cover around the facility/building areas
- Regularly scheduled weeding to control and minimize growth
- Complete insect and disease control of all ground cover plants
- Regulate optimum irrigation of all ground cover areas

IRRIGATION SYSTEM MAINTENANCE

- Regularly inspect and repair sprinkler heads as required. Adjust sprinkler heads as necessary to minimize or prevent water overspray on the building, sidewalks, or other areas not needing irrigation for water conservation. Regularly inspect and repair sprinkler system from the valve point in order to maintain efficient and optimum operating conditions. Any and all repairs to the irrigation system shall be made with the original specified materials or suitable substitutes when the former is not available, charged at time and materials. Written approval will be obtained from CAPK management before work begins.

COLOR CHANGE

- Any color change or replacement of plants is to be ordered and approved by CAPK and will be billed as an extra cost. All color plants shall be count flat and the installed price will be twenty five ($25.00) per flat. Prices of replacement plants vary depending on the season, availability, size, etc. Written approval will be obtained from CAPK management before work begins.

WORK ON ALL LOCATIONS MARKED WITH AN ASTERISK (*) WILL NOT BE PERFORMED BETWEEN THE HOURS OF 7:AM AND 5:PM MONDAY THROUGH FRIDAY

APPENDIX A

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: July 10, 2019 Prepared By: Michael K. Brown

Official Business Name: Michael K. Brown Landscape & Maintenance Company, Inc.

DBA: _____

Location Address: 3541 Alken Street (Street) Bakersfield (City) CA (State) 93308 (Zip)

Remit Address: 3541 Alken Street (Street) Bakersfield (City) CA (State) 93308 (Zip)

Contact Person: Michael K. Brown Title: President

Phone #: 661 301-2158 Accts. Receivable Phone #: 661 589-7888

Fax #: 661 589-7715 Customer Service Phone #: 661 589-7888

CAPK Vendor #: MICHAELKBROWNLANDSCA E-mail Address: mkblandscape@hotmail.com

Federal ID # or SS#: 77-0465411 Type of Business: Landscape & Maintenance

Contractor Lic #: 939425 Business Lic #: 19-00007269 City Issued: Bakersfield

General Liability Insurance Carrier & Policy #: Liberty Mutual Insurance Policy # CBP8531884

Auto Liability Insurance Carrier & Policy #: Liberty Mutual Insurance Policy # CBP8531884

Workers Compensation Insurance Carrier & Policy #: Markel Insurance Policy #MWC0002984

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: 45 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: Michael K. Brown

Title: President Date: _____

REV. 012516

Form **W-9**
(Rev. December 2014)
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.

Print or type See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Michael K. Brown Landscape & Maintenance Company, Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only one of the following seven boxes:
☐ Individual/sole proprietor or single-member LLC ☒ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ►
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.
☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any)
Exemption from FATCA reporting code (if any)
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
3541 Alken Street

Requester's name and address (optional)

6 City, state, and ZIP code
Bakersfield, CA 93308

7 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 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.

Social security number
___ - ___ - ____

or

Employer identification number
77 - 0465411

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 Signature of U.S. person ► Date ►

General Instructions

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

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at *www.irs.gov/fw9*.

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)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

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. See *What is FATCA reporting?* on page 2 for further information.

Cat. No. 10231X 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. **DEBARMENT 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 and volunteers.

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, agent's 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**

Michael K. Brown

Print Name

Michael K. Brown Landscape & Maintenance Company, Inc.

Company Name

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CUSHMAN & WAKEFIELD | PACIFIC COMMERCIAL REALTY ADVISORS

Ray Karpe
Senior Property Manager
Property Management

5060 California Avenue, Suite 1000
Bakersfield, CA 93309
Direct +1 661 325 5500
Fax +1 661 633 3801
ray.karpe@paccra.com
paccra.com

July 9, 2019

Letter of Recommendation for Michael K. Brown Landscaping

To Whom It May Concern:

I am the property manager for Cushman Wakefield Pacific Commercial Property Management in Bakersfield, CA. We are a full-service commercial property management company. Our portfolio of managed properties includes office buildings, shopping centers, light industrial buildings, and commercial development associations. Currently, Michael K. Brown Landscaping provides gardening and landscaping services for eleven properties under our management. The property breakdown of the properties Michael K. Brown Landscaping is servicing is:

- Seven (7) office buildings
- Two (2) shopping centers
- One (1) light industrial building
- One (1) commercial development association

I highly recommend Michael and his company for any and all landscaping and/or gardening services you may have. Michael is conscientious and hardworking. He is a good communicator and he listens to my concerns. His crews are at their assigned properties on the scheduled days and their work is top shelf. When we have a complication at one of our properties, Michael's crew addresses it within 24 hours. If there is an emergency such as a downed tree, broken valve, or broken sprinkler, Michael or one of his crew is usually on-site with the hour to assess and repair the issue. I have never had an emergency where I called Michael and was not completely satisfied with how he and his company handled the problem.

I have complete confidence in Michael K. Brown Landscaping. If you hire Michael, you will not be disappointed.

Please call with any questions. Thank you for your consideration.

Sincerely,

Ray Karpe

Independently Owned and Operated / A Member of the Cushman & Wakefield Alliance

No warranty or representation, expressed or implied, is made as to the accuracy of the information contained herein, and same is submitted subject to errors, omissions, change of price, rental or other conditions, withdrawal without notice, and to any special listing conditions, imposed by our principals.

Ray Karpe
Senior Property Manager
Property Management

5060 California Avenue, Suite 1000
Bakersfield, CA 93309
Direct +1 661 325 5500
Fax +1 661 633 3801
ray.karpe@paccra.com
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No warranty or representation, expressed or implied, is made as to the accuracy of the information contained herein, and same is submitted subject to errors, omissions, change of price, rental or other conditions, withdrawal without notice, and to any special listing conditions, imposed by our principals.

To Whom It May Concern,

I met Michael Brown, owner of Michael K. Brown Landscaping about 7 years ago when I became a Property Manager at M.D. Atkinson Co., Inc. He was already contracted to perform landscape services on several of the properties that were in my portfolio. Over the next 6 to 12 months I quickly figured out that Mike was a reliable vendor that took great pride in his work. In the course of any given year I make fewer calls regarding the level of service to Michael than any other vendor I utilize.

The most important thing that Michael provides is good communication. On the rare occasion that I have a problem he is quick to address it. Michael is also proactive and will reach out to make sure I'm happy with the job being done at my properties. He also thinks outside of the box and can help solve complex problems with two-wire systems that can be very finicky.

Michael services a number of the properties I personally manage and many other properties we have as a company. This includes large retail projects, office buildings and apartment complexes.

Michael has provided excellent service for our company for over 30 years I wouldn't hesitate to recommend his company for any available landscaping job. If you have any questions, feel free to give me a call at 661-333-0665.

Sincerely,

Dan Kremers
Property Manager

ATTACHMENT A
BID SHEET

BID FORM -REGION 1 - Central

Locations:	Monthly Fees:	Annual Fees:
**Alberta Dillard: 5704 Pioneer Dr. Bakersfield	$ 400.00	$ 4,800.00
**Cleo Foran: 1410 11th St., Bakersfield	$ 350.00	$ 4,200.00
**Fairfax: 1500 S. Fairfax Rd., Bakersfield	$ 475.00	$ 5,700.00
**Fairview: 425 E. Fairway Dr., Bakersfield	$ 350.00	$ 4,200.00
**Martha J. Morgan: 3811 River Blvd., Bakersfield	$ 300.00	$ 3,600.00
**Pete H. Parra: 1825 Feliz Dr., Bakersfield	$ 450.00	$ 5,400.00
**Pioneer: 4404 Pioneer Dr., Bakersfield	$ 325.00	$ 3,900.00
**Planz: 2400 Planz, Bakersfield	$ 325.00	$ 3,900.00
**Seibert: 2800 Agate St., Bakersfield	$ 375.00	$ 4,500.00
**Sterling: 3000 Sterling Ave., Bakersfield	$ 800.00	$ 9,600.00
**Stine: 315 Stine Rd., Bakersfield	$ 400.00	$ 4,800.00
**Virginia: 3301 Virginia Ave. Bakersfield	$ 375.00	$ 4,500.00
**Willow: 401 Willow, Bakersfield	$ 550.00	$ 6,600.00
BPN: 5005 Business Park North Bakersfield	$ 700.00	$ 8,400.00
Central Kitchen: 3101 Mall View Rd., Bakersfield	$ 500.00	$ 6,000.00
Energy: 300 19th St. Bakersfield	$ 500.00	$ 6,000.00
Friendship house 2425 Cottonwoon Bakersfield	$ 2,200.00	$ 26,400.00
Maintenance: 1825 Feliz Dr. Bakersfield	$ 300.00	$ 3,600.00
**Wesley: 500 E. California Ave., Bakersfield	$ 350.00	$ 4,200.00

Hourly labor rate for work outside of monthly fees: $ 45.00

Hourly Davis Bacon (over $2,000.00) labor rate for work outside of monthly fees:
$ 100.00

** No work is to be performed between the hours of 7 am and 5 pm -Monday through Friday at these locations

BID FORM - REGION 2 -WEST

Locations:	Monthly Fees:	Annual Fees:
**Delano: 1835 Cecil Ave., Delano	$ 600.00	$ 7,200.00
**McFarland: 410 Perkins, McFarland	$ 600.00	$ 7,200.00
**Shafter: 452 W. Los Angeles Ave., Shafter	$ 600.00	$ 7,200.00
**Sunrise Villa: 1600 Poplar Ave., Wasco	$ 300.00	$ 3,600.00
**Shafter EHS/HS: 459 E. Euclid Ave, Shafter	$ 600.00	$ 7,200.00
**Wasco: 523 Broadway St., Wasco	$ 800.00	$ 9,600.00
**Shafter Youth Center: 455 E. Euclid Ave., Shafter	$ 600.00	$ 7,200.00

Hourly labor rate for work outside of monthly fees: $ 45.00
Hourly Davis Bacon (over $2,000.00) labor rate for work outside of monthly fees:
$ 100.00

** No work is to be performed between the hours of 7 am and 5 pm -Monday through Friday at these locations

BID FORM - REGION 3 - SOUTH

Locations:	Monthly Fees:	Annual Fees:
**Alicante: 7998 Alicante Ave., Lamont	$ 300.00	$ 3,600.00
**Lamont: 8201 Palm Ave., Lamont	$ 300.00	$ 3,600.00
**Primeros Pasos: 1111 Bush St., Arvin	$ 400.00	$ 4,800.00
**San Diego: 10300 1/2 San Diego St., Lamont	$ 600.00	$ 7,200.00
**Vineland: 14327 S. Vineland Rd., Bakersfield	$ 300.00	$ 3,600.00

Hourly labor rate for work outside of monthly fees: $ 45.00
Hourly Davis Bacon (over $2,000.00) labor rate for work outside of monthly fees:
$ 100.00

** No work is to be performed between the hours of 7 am and 5 pm -Monday through Friday at these locations

BID FORM - REGION 4 - EAST

Locations:	Monthly Fees:	Annual Fees:
**California City: 9124 Catalpa Ave., California City	$ 450.00	$ 5,400.00
**Mojave: 1940 Inyo St., Mojave	$ 400.00	$ 4,800.00
**Tehachapi: 1120 S. Curry, Tehachapi	$ 600.00	$ 7,200.00
**Wayside: 2584 Felsite Ave., Rosamond	$ 600.00	$ 7,200.00

Hourly labor rate for work outside of monthly fees: $ 45.00

Hourly Davis Bacon (over $2,000.00) labor rate for work outside of monthly fees:
$ 100.00

** No work is to be performed between the hours of 7 am and 5 pm -Monday through Friday at these locations

BID FORM REGION 5 - RIDGECREST

Locations:	Monthly Fees:	Annual Fees:
**814 North Norma, Ridgecrest, CA	$ 600.00	$ 7,200.00

Hourly labor rate for work outside of monthly fees: $ 45.00

Hourly Davis Bacon (over $2,000.00) labor rate for work outside of monthly fees:
$ 100.00

** No work is to be performed between the hours of 7 am and 5 pm -Monday through Friday at these locations

CLIENT LIST

99 Cents Only Stores
2682 Mt Vernon Ave.
Bakersfield, CA

99 Cents Only Stores
3815 Niles Street
Bakersfield, CA

AAA Property Management
Rabobank #1141
5151 Stockdale Hwy
Bakersfield, CA

Account Control
5531 Business Park South
Bakersfield, CA

Adventist Health Bakersfield
2615 Chester Ave
Bakersfield, CA

APEX Property Management
Valley Square Shopping Center
2710 thru 2750 Ming Avenue
Bakersfield, CA

APEX Property Management
Bellagio Condos
Balsana Lane
Bakersfield, CA

Bahamas Property Management
Southern California Orthopedic Institute
2400 Bahamas Drive
Bakersfield, CA

Bakersfield Behavioral Health Care
5201 White Lane
Bakersfield, CA

Bakersfield Heart Hospital
3001 Sillect Avenue
Bakersfield, CA

Bakersfield Family Medical Center
Northwest Physicians Medical Group
5000 Physicians Blvd., Bldg. A
Bakersfield, CA

Buttonwillow Warehouse
3430 Unicorn Road
Bakersfield, CA

Brightview Properties
24 Hour Fitness #116
4302 Gosford Road
Bakersfield, CA

Brightview Properties
Bank of America #35015
1201 Baker Street
Bakersfield, CA

Brightview Properties
Citibank #10098
5554 California Avenue
Bakersfield, CA

Brightview Properties
Citibank #10099
2525 Oswell Street
Bakersfield, CA

Brightview Properties
Citibank #10524
333 North Redington
Hanford, CA

Brightview Properties
Citibank #10940
1710 9th Street
Reedley, CA

Brightview Properties
Lowe's #0790
7825 Rosedale Highway
Bakersfield, CA

Brightview Properties
Lowe's #1708
6200 Colony Street
Bakersfield, CA

Brightview Properties
Lowe's #2424
1601 Columbus Street
Bakersfield, CA

Brightview Properties
Target Store #T0614
3401 Mall View Road
Bakersfield, CA

Brightview Properties
Target Store #T1384
9100 Rosedale Hwy
Bakersfield, CA

Brightview Properties
Union Bank #16441
5400 Stockdale Hwy
Bakersfield, CA

Brightview Properties
Union Bank #16804
1049 7th Street
Wasco, CA

Cagwin & Dorward
Bank of America
2708 Ming Avenue
Bakersfield, CA

Cagwin & Dorward
Bank of America, Valley Plaza
3800 Ming Avenue
Bakersfield, CA

Cagwin & Dorward
Bank of America
4480 Coffee Road
Bakersfield, CA

Cagwin & Dorward
Bank of America
500 Bear Mountain Blvd.
Arvin, CA

Cagwin & Dorward
Bank of America
700 Bear Mountain Blvd.
Arvin, CA

Cal Twin Towers
4900 California Avenue
Bakersfield, CA

Community Action Partnership of Kern
1111 Bush St., Arvin, CA
300 19th St., Bakersfield, CA
315 Stine Road, Bakersfield, CA
401 Willow, Bakersfield, CA
425 E. Fairway Dr., Bakersfield, CA
1000 Pacific St., Bakersfield, CA
1314 Oswell, Bakersfield, CA
1410 11th Street, Bakersfield, CA
1500 S Fairfax Road, Bakersfield, CA
1825 Feliz Dr., Bakersfield, CA
2400 Planz Road, Bakersfield, CA
2425 Cottonwood, Bakersfield, CA
2800 Agate St., Bakersfield, CA
3000 Sterling Ave., Bakersfield, CA
3101 Mall View Road, Bakersfield, CA
3301 Virginia Ave., Bakersfield, CA
3811 River Blvd. , Bakersfield, CA
4404 Pioneer Dr., Bakersfield, CA
5005 Business Park North, Bakersfield, CA
5704 Pioneer Dr., Bakersfield, CA
14327 S. Vineland Road, Bakersfield, CA
9124 Catalpa Ave., California City, CA
1835 Cecil Ave., Delano, CA
7998 Alicante Ave., Lamont, CA
8201 Palm Ave., Lamont, CA
10300 1/2 San Diego St., Lamont, CA
21109 Paso Robles Hwy., Lost Hills, CA
410 Perkins, McFarland, CA
1940 Inyo St., Mojave, CA
127 E. Minor St., Oildale, CA
2584 Felsite Ave., Rosamond, CA
452 W. Los Angeles Ave., Shafter, CA
455 E. Euclid Ave., Shafter, CA
1120 S. Curry, Tehachapi, CA
523 Broadway St., Wasco, CA
1600 Poplar Ave., Wasco, CA

Centric Health
2901 Sillect Avenue, Suite 100
Bakersfield, CA

Clinica Sierra Vista
2000 Physicians Blvd, Bldg. F
Bakersfield, CA

Containment Solutions
2600 Pegasus Drive
Bakersfield, CA

Dollinger Properties
Shopping Center
2644 Mt Vernon
Bakersfield, CA

Dollinger Properties
Shopping Center
5180 Stockdale Hwy
Bakersfield, CA

Dollinger Properties
Village at the Oaks Shopping Center
7850, 7950 & 8040 White Lane
Bakersfield, CA

Doug Wilson
Office Buildings
3040-3100 19th Street
Bakersfield, CA

Doug Wilson
Office Buildings
3701 Pegasus Drive
Bakersfield, CA

East Hills Village HOA
Common Area
East Hills Drive
Bakersfield, CA

Excel Business Park
Industrial Site
1901, 2309 E. Brundage Lane
Bakersfield, CA

Excel Business Park
Industrial Site
6881-6901 District Blvd.
Bakersfield, CA

Freddy's Restaurant
2649 Calloway Drive
Bakersfield, CA

Genesis Health Care
6313 Schirra Court
Bakersfield, CA

Good Samaritan Hospital
5400 Aldrin Court
Bakersfield, CA

Good Samaritan Hospital
900 Airport Drive
Bakersfield, CA

Good Samaritan Hospital
901 Olive Drive
Bakersfield, CA

Kern Machinery
520 S Mount Vernon Ave.
Bakersfield, CA

Kern Family Health Care
9700 Stockdale Hwy
Bakersfield, CA

KPS, LLC
Foods Co #365
1801 White Lane
Bakersfield, CA

KPS, LLC
Foods Co #384
2505 Haley Street
Bakersfield, CA

Lee Management Group
Citizen's Business Bank
1230 17th Street
Bakersfield, CA

Lee Development Group
Downtown D. A. Office
1300 18th Street
Bakersfield, CA

Lotus Property Management
Physicians Plaza
4000 Physicians Blvd., Bldg. E
Bakersfield, CA

MD Atkinson Property Management
Shopping Center
40-50 West Olive
Porterville, CA

MD Atkinson Property Management
Shopping Center
49-55 North Hockett
Porterville, CA

MD Atkinson Property Management
Chipotle Restaurant Area Shopping Center
5000 Stockdale Hwy
Bakersfield, CA

MD Atkinson Property Management
Shopping Center
800 11th Ave
Delano, CA

MD Atkinson Property Management
Bank of the Sierra
1126-1128 Main
Delano, CA

MD Atkinson Property Management
Cecil Plaza Shopping Center
613-633 Cecil Avenue
Delano, CA

MD Atkinson Property Management
Chevron Shopping Center
6801 Panama Lane
Bakersfield, CA

MD Atkinson Property Management
Glenwood Square Shopping Center
1607 Glenwood
Delano, CA

MD Atkinson Property Management
Laurelglen Plaza Shopping Center
6667 Ming Ave.
Bakersfield, CA

MD Atkinson Property Management
Niles Plaza Shopping Center
6111-6301 East Niles St.
Bakersfield, CA

MD Atkinson Property Management
Olive Grove Shopping Center
11100 Olive Drive
Bakersfield, CA

MD Atkinson Property Management
Parkway Center I
4200 Truxtun Avenue
Bakersfield, CA

MD Atkinson Property Management
Plaza Vallarta Shopping Center
5905-6055 Niles Street
Bakersfield, CA

MD Atkinson Property Management
Sagepointe Shopping Center
6401-6501 Ming Avenue
Bakersfield, CA

MD Atkinson Property Management
Silver Creek Plaza Shopping Center
6609 Panama Lane
Bakersfield, CA

MD Atkinson Property Management
Tehachapi Towne Center Shopping Center
801-841 Tucker Road
Tehachapi, CA

Memorial Hospital
420 34th Street
Bakersfield, CA

Memorial Hospital
701 34th Street
Bakersfield, CA

Mohawk Partnership
Mohawk Office Building
1100 Mohawk Street
Bakersfield, CA

Molly J's Restaurant Shopping Center
3150 Panama Lane
Bakersfield, CA

Olive Plaza Shopping Center
5360 Olive Drive
Bakersfield, CA

Pacific Coast Commercial
Office Buildings
9300 Stockdale Hwy
Bakersfield, CA

Pacific Coast Commercial
Office Buildings
9330 Stockdale Hwy
Bakersfield, CA

Panama Holdings
Panama & Wible Shopping Center
3150 Panama Lane
Bakersfield, CA

Physicians Development
2901 Sillect Avenue
Bakersfield, CA

Physicians Plaza Surgical Center
6000 Physicians Blvd. Bldg. D
Bakersfield, CA

Professional Realty
Islands on the Links Condos
Islands Drive
Bakersfield, CA

Ray Karpe Property Management
Office Buildings
4101 Empire Drive
Bakersfield, CA

Ray Karpe Property Management
Office Buildings
4105 Empire Drive
Bakersfield, CA

Ray Karpe Property Management
Office Buildings
5300 Lennox Ave.
Bakersfield, CA

Ray Karpe Property Management
Marshall's Plaza
3006 - 3010 Ming Ave.
Bakersfield, CA

Ray Karpe Property Management
Office Centre Court
5329 Office Centre Court
Bakersfield, CA

Ray Karpe Property Management
Plaza De Cascada
4000 Empire Drive
4100 Empire Drive
Bakersfield, CA

Ray Karpe Property Management
Social Security Building
5300 Office Park Drive
Bakersfield, CA

Ray Karpe Property Management
Stockdale Village Shopping Center
5400-5660 Stockdale Hwy.
Bakersfield, CA

Ray Karpe Property Management
The Park
9700-9880 Brimhall Road
Bakersfield, CA

Phillips Edison Company
Riverlakes Village
4400 Coffee Road
Bakersfield, CA

Sheraton/Four Points Hotel
5101 California Ave.
Bakersfield, CA

Stockdale Podiatry
110 New Stine Road
Bakersfield, CA

Tehachapi Surgery Center
20960 Sage Lane
Tehachapi, CA

Truxtun Surgery Center
4260 Truxtun Avenue
Bakersfield, CA

Truxtun Psychiatric
4100 Truxtun Ave.
Bakersfield, CA

United Security Bank
3404 Coffee Road
Bakersfield, CA

Valley Baptist Church
4800 Fruitvale Ave
Bakersfield, CA

Vendor Pacific
Circle K Store
1030 Oak Street
Bakersfield, CA

Vendor Pacific
Circle K Store
5634 Stine Road
Bakersfield, CA

Vintage Group
Parkgate Villas Condos
2014 Arkansas Ave
Bakersfield, CA

WinCo Foods #119
Shopping Center
6801 Panama Lane
Bakersfield, CA

WinCo Foods #32
Shopping Center
4200 Coffee Road
Bakersfield, CA

2350 White Lane, LLC
Shopping Center
2350 White Lane
Bakersfield, CA

Bakersfield Holdings, LLC
Shopping Center
North Chester and China Grade Loop
Bakersfield, CA

Doug Wilson
Millennium Building
3850 San Dimas Street
Bakersfield, CA

J. & S. Properties
Delano Shopping Center
1600-1728 High Street
1605-1613 Inyo Street
Delano, CA

Jim Eckman
Medical Buildings
820 34th Street
Bakersfield, CA

Jim Eckman
Office Building
1001 Tower Way Court
Bakersfield, CA

Lamont Fence
3611 Alken Street
Bakersfield, CA

Lee Management Group
Citizens Business Bank
1230 17th Street
Bakersfield, CA

Oswell Bakersfield Retail, LLC
Shopping Center
2600 Oswell Avenue
Bakersfield, CA

Physicians Plaza Owners Assoc.
4000 Physicians Blvd., Building F
Bakersfield, CA

Steve Blumer
Shopping Center
3911 Coffee Road
Bakersfield, CA

Trinet West, LLC
Office Buildings
5100 Young Street, Bldg A
5100 Young Street, Bldg B
Bakersfield, CA

Trinet West LLC
Office/Retail Building
5800 District Blvd.
Bakersfield, CA

Village Properties Operations
Ming Plaza Center
3699 Ming Avenue
Bakersfield, CA

VENDOR LIST

Abate-A Weed
9411 Rosedale Hwy
Bakersfield, CA 93312

Applied Technology
4440 Easton Drive
Bakersfield, CA 93309

Auto Zone
PO Box 791409
Baltimore, MD 21279

B & B Surplus Inc.
7020 Rosedale Hwy
Bakersfield, CA 93308

Bolles Nursery
3255 Allen Road
Bakersfield, CA 93314

Brock's Trailers, Inc.
6901 East Brundage Lane
Bakersfield, CA 93307

Carquest Auto Parts
PO Box 404875
Atlanta, GA 30384

Country Tire & Wheel
1406 North Chester Avenue
Bakersfield, CA 93308

Donahue Trucks, Inc.
4041 E. Brundage Lane
Bakersfield, CA 93307

E & S Landscaping & Trees, Inc.
4606 Fillmore Avenue
Bakersfield, CA 93306

Ewing Irrigation
3441 East Harbour Drive
Phoenix, AZ 85034

Ferguson Enterprises, Inc.
PO Box 740827
Los Angeles, CA 90074

Gardener's Supply Inc.
4208 Rosedale Hwy
Bakersfield, CA 93308

GCI Equipment Rental
6045 Rosedale Hwy
Bakersfield, CA 93308

Gibbs International
PO Box 748062
Los Angeles, CA 90074

Kern Machinery
PO Box 80007
Bakersfield, CA 93380

Kern Turf Supply, Inc.,
3642 Alken Street
Bakersfield, CA 93308

O'Reilly Auto Parts
PO Box 9464
Springfield, MO 65801

Old River Sod
PO Box 9173
Bakersfield, CA 93309

Reimer's Wholesale Nursery
9305 Norris Road
Bakersfield, CA 93312

San Antonio Nursery
11753 Wicks Street
Sun Valley, CA 91352

Sparkle Uniform
121 Monterey Street
Bakersfield, CA 93305

Todd's Weed & Insect Control
9022 Quail Cove Court
Bakersfield, CA 93314

Trinity Safety Company
7501 Meany Avenue
Bakersfield, CA 93308

Wilson, Paves & Associates Insurance Agency
3636 Pegasus Drive, Bakersfield, California 93308
P: 661.327.3111 | F: 661.327.1262 | www.wilsonpaves.com
Lic. #0E50885

April 16, 2019

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

Re: Michael K. Brown Landscaping & Maintenance Co., Inc.

To Whom It May Concern:

We are the agency that writes all of Michael K. Brown Landscape & Maintenance Co. Inc. insurance for the past 30 years. This includes his General and Automobile Liability with total limits of liability of $3,000,000. We also write his Workers Compensation coverage and his loss experience has been excellent. His current experience modification is 56% which is a result of his great work ethic and commitment to safety for his employees. It is very rare to have a client who does this type of work to have such a low modification.

Michael's payment history has been exemplary during our long association. Michael K. Brown Landscape & Maintenance Co. Inc. has been one of our agency's most valuable clients and look forward to having this relationship continue for many years in the future.

Sincerely,

Gary Somers, VP
Wilson, Paves & Associates

LIABILITY AND COMPENSATION INSURANCE
LICENSES

Wilson, Paves and Associates
2300 Bahamas Drive
Bakersfield, CA 93309
(661) 327-3111

Liberty Mutual Insurance
$3,000,000 Liability Policy
BKO57884854
Effective: 11/1/18 to 11/1/19

Wilson, Paves and Associates
2300 Bahamas Drive
Bakersfield, CA 93309
(661) 327-3111

American Fire & Casualty Insurance
$6,000,000 Umbrella Liability
ESA57884854
Effective: 11/01/18 to 11/01/19

Wilson, Paves and Associates
2300 Bahamas Drive
Bakersfield, CA 93309
(661) 327-3111

Workman's Comp
Markel Insurance
Policy # MWC000298409
Effective: 04/01/19 to 04/01/20

Bakersfield City Business License: 1500007269
Delano City Business License: 0000001686
Porterville City Business License: 01742
Reedley City Business License: MICZ008-BL

State Contractors License: 939425

Todd's Weed and Insect Control
Business License: 24241
Chemical License: "Qualified Applicator License" #QL36428
809-0799

Ron Heavrin
Michael K. Brown Landscape & Maintenance Company, Inc.
Business License: 38981
Chemical License: "Qualified Applicator License" #130217
332-1248

RFP OPS 2019-004
Bid Pricing Michael K. Brown

BID FORM -REGION 1 - Central

Locations:	Monthly Fees:	Annual Fees:	Current Contract:	Change:
**Alberta Dillard: 5704 Pioneer Dr. Bakersfield	$ 400.00	$ 4,800.00	$ 3,600.00	$ 1,200.00
**Cleo Foran: 1410 11th St., Bakersfield	$ 350.00	$ 4,200.00	$ 3,000.00	$ 1,200.00
**Fairfax: 1500 S. Fairfax Rd., Bakersfield	$ 475.00	$ 5,700.00	$ 4,800.00	$ 900.00
**Fairview: 425 E. Fairway Dr., Bakersfield	$ 350.00	$ 4,200.00	$ 3,600.00	$ 600.00
**Martha J. Morgan: 3811 River Blvd., Bakersfield	$ 300.00	$ 3,600.00	$ 3,000.00	$ 600.00
**Pete H. Parra: 1825 Feliz Dr., Bakersfield	$ 450.00	$ 5,400.00	$ 4,200.00	$ 1,200.00
**Pioneer: 4404 Pioneer Dr., Bakersfield	$ 325.00	$ 3,900.00	$ 3,600.00	$ 300.00
**Planz: 2400 Planz, Bakersfield	$ 325.00	$ 3,900.00	$ 3,600.00	$ 300.00
**Seibert: 2800 Agate St., Bakersfield	$ 375.00	$ 4,500.00	$ 3,600.00	$ 900.00
**Sterling: 3000 Sterling Ave., Bakersfield	$ 800.00	$ 9,600.00	$ 7,200.00	$ 2,400.00
**Stine: 315 Stine Rd., Bakersfield	$ 400.00	$ 4,800.00	$ 4,200.00	$ 600.00
**Virginia: 3301 Virginia Ave. Bakersfield	$ 375.00	$ 4,500.00	$ 3,600.00	$ 900.00
**Willow: 401 Willow, Bakersfield	$ 550.00	$ 6,600.00	$ 6,000.00	$ 600.00
BPN: 5005 Business Park North Bakersfield	$ 700.00	$ 8,400.00	$ 7,200.00	$ 1,200.00
Central Kitchen: 3101 Mall View Rd., Bakersfield	$ 500.00	$ 6,000.00	$ 6,000.00	$ -
Energy: 300 19th St. Bakersfield	$ 500.00	$ 6,000.00	$ 6,000.00	$ -
Friendship house 2425 Cottonwoon Bakersfield	$ 2,200.00	$ 26,400.00	$ 18,600.00	$ 7,800.00
Maintenance: 1825 Feliz Dr. Bakersfield	$ 300.00	$ 3,600.00	$ 3,000.00	$ 600.00
**Wesley: 500 E. California Ave., Bakersfield	$ 350.00	$ 4,200.00	$ 8,400.00	$ (4,200.00)
Total	**$ 10,025.00**	**$ 120,300.00**	**$ 103,200.00**	**$ 17,100.00**

BID FORM - REGION 2 -WEST

Locations:	Monthly Fees:	Annual Fees:	Current Contract:	Change:
**Delano: 1835 Cecil Ave., Delano	$ 600.00	$ 7,200.00	$ 7,200.00	$ -
**McFarland: 410 Perkins, McFarland	$ 600.00	$ 7,200.00	$ 7,200.00	$ -
**Shafter: 452 W. Los Angeles Ave., Shafter	$ 600.00	$ 7,200.00	$ 7,200.00	$ -
**Sunrise Villa: 1600 Poplar Ave., Wasco	$ 300.00	$ 3,600.00	$ 3,600.00	$ -
**Shafter EHS/HS: 459 E. Euclid Ave, Shafter	$ 600.00	$ 7,200.00	$ 4,800.00	$ 2,400.00
**Wasco: 523 Broadway St., Wasco	$ 800.00	$ 9,600.00	$ 9,600.00	$ -
**Shafter Youth Center: 455 E. Euclid Ave., Shafter	$ 600.00	$ 7,200.00	$ 7,200.00	$ -
Total	**$ 4,100.00**	**$ 49,200.00**	**$ 46,800.00**	**$ 2,400.00**

BID FORM - REGION 3 - SOUTH

Locations:	Monthly Fees:	Annual Fees:	Current Contract:	Change:
**Alicante: 7998 Alicante Ave., Lamont	$ 300.00	$ 3,600.00	$ 3,600.00	$ -

**Lamont: 8201 Palm Ave., Lamont	$ 300.00	$ 3,600.00	$ 3,600.00	$ -
**Primeros Pasos: 1111 Bush St., Arvin	$ 400.00	$ 4,800.00	$ 4,800.00	$ -
**San Diego: 10300 1/2 San Diego St., Lamont	$ 600.00	$ 7,200.00	$ 7,200.00	$ -
**Vineland: 14327 S. Vineland Rd., Bakersfield	$ 300.00	$ 3,600.00	$ 3,600.00	$ -
Total	**$ 1,900.00**	**$ 22,800.00**	**$ 22,800.00**	**$ -**

BID FORM - REGION 4 - EAST

Locations:	Monthly Fees:	Annual Fees:	Current Contract:	Change:
**California City: 9124 Catalpa Ave., California City	$ 450.00	$ 5,400.00	$ 4,800.00	$ 600.00
**Mojave: 1940 Inyo St., Mojave	$ 400.00	$ 4,800.00	$ 4,800.00	$ -
**Tehachapi: 1120 S. Curry, Tehachapi	$ 600.00	$ 7,200.00	$ 7,200.00	$ -
**Wayside: 2584 Felsite Ave., Rosamond	$ 600.00	$ 7,200.00	$ 7,200.00	$ -
Total	**$ 2,050.00**	**$ 24,600.00**	**$ 24,000.00**	**$ 600.00**

BID FORM - RIDGECREST

Locations:	Monthly Fees:	Annual Fees:	Current Contract:	Change:
**814 North Norma, Ridgecrest, CA	$ 600.00	$ 7,200.00	$ -	$ 7,200.00
Total	**$ 600.00**	**$ 7,200.00**	**$ -**	

	Monthly	Annually	Annual Change:
Total all Regions	**$ 18,675.00**	**$ 224,100.00**	**$ 20,100.00**

Hourly labor rate for work outside of monthly fees: $__45.00_____

Hourly Davis Bacon (over $2,000.00) labor rate for work outside of monthly fees: $_100.00_____

Vendor Contact List

OPS 2019-004 Gardening Maintenance Service

	Name	Contact	Phone number	Date and Time Verified	Reason for not bidding
1	Alpha & Omega	Delores	661-363-6639	Received 8/28 @2:10pm	Employees will have to work over-time
2	Michael K. Brown Landscaping	Michael K. Brown	661-679-5158		
3	Maranatha Gardening & Landscape	Melanie	661-363-9638	Received 8/27 @11:32am	Unwilling to pay overtime
4	Lara's Lanscaping Services, Inc.	Ray	661-871-5902		Does not wish to take on new work at this time.
5	Total Landscape Maintenance	Hermes	661-340-0909		
6	Elite Gardening		661-331-6348		Does not wish to take on new work at this time.
7	B&M Tree and Gardening		661-319-6305	Received 8/27 11: 58	
8	Grassmasters		661-834-3661		Not interested in bidding at this time
9	Advance Gardening	Chris	661-472-2081	Received 8/27@11:56am	
10	Quality Gardening and Landscape			Received 8/27@1:18 PM	
11	PC Landscaping		661-303-4708	Received 8/27@1:25 PM	
12	Luis @ City of Shafter		661-763-4248		Unable to confirm receipt - Incorrect phone number provided
13	Alan Jack's Lawn Service	Alan	661-213-6226		Does not have the proper license and insurance
14	Icos Gardening and landscape	Ignacio	661-330-6269		
15	Oscanoa Gardening	Ruben	661-717-7066		Does not wish to bid -No reason given
16	Cruz Gardening Services	Pedri Cruz	661-529-8490	Received 8/27 @2:24pm	May not bid due to not meeting all requirements
17	Serrato's Gardening Services	Jose Serrato	661--205-6440		Not enough employees
18	Valley Lawn Service	Ana	661-303-1417 661-398-1843	Received 8/27 @1:39pm	Does not have someone to complete a proposal
19	Bernie's Landscaping	Jessie	760-382-3883	Received 8/27 @1:35pm	Not enough time was provided to bid
20	Greenscape	Bryan	760-375-8733	Received 8/27@12:05pm	
21	Evergreen Construction	Ashley	760-375-0203		No response
22	Jesus Christ Lawn Service -Shafter		661-709-1482		6/26: Left message: 6/27: Left message
23	Zamora's Garden Service -Shafter		661-746-9326		6/26: LM; 6/28: LM
24	Hoffman Lawn and Maintenance		661-421-1975		Not interested
25	Honest Lawn Care		661-438-6197		6/27: LM: 6/27: LM 6/28: LM
26	Carson's Gardening		661-346-4586		LM
27	Kern River Landscaping		661-363-7635		
28	B&M Gardening and Tree		661-520-5216		
29	Hugo's Landscaping		661-342-3176		
30	Torres Landscaping		661-805-2459		no gardening and maintenance serv.
31	Victor's Grardening Services		661-345-1191		l/m 6/27/19: called multiple times/no answer
32	Paradise Landscape		661-845-4009		# disconnected
33	Red's Gardening Services		661-832-7006		Not interested
34	Quality Gardening		661-319-9153		Not taking new clients
35	Gabriel Gardening Service		661-379-9492		Unable to reach anyone at this number
36	Angel Lawn Care		661-721-7618		Does not want to bid
37	Final Touch Gardening		661-725-4833		Cannot work weekends

Vendor Contact List

OPS 2019-004 Gardening Maintenance Service

38	Alvarez Lawn Services		760-371-7384		Unable to reach anyone at this number
39	Grandpa's Garden		760-371-7827		L/M main office 2x's
40	Tehachapi				Not interested
41	5 C's landscaping		345-9562		Not interested
42	Mountain Valley Landscape		823-0797		# disconnected called 2x's
43	B&K Lawn Serv.		300-0585		L/M main office called 2x's
44	Delfin Toribio Yard Serv.		699-0899 (Spanish)		Not interested
45	Pepe's Gardening		992-8780		Number no good
46	Miller's Green Gardening		206-5700		L/M main office called 2x's
47	Justina Arcos Gardening		456-6804		L/M main office called 2x's

Community Action Partnership of Kern
Funding Request Profile

Source of Funds: Public
Project Name: Kern Americorps Project
Funder Name: CA Office of the Governor, California Volunteers
Grant Program Name: FHCC and SYC
Funding Period: 01/01/2020-12/30/2020

CFDA # N/A
Division Director: Carmen Segovia
Program Manager: TBD

☒ ***New Funding.***
☐ ***Re-Application***

A. *Narrative description of funding request, including goals:*

CAPK is applying to the California Office of the Governor for up to $856,000—$75,000 for planning and $781,000 for operations—of a one-year multi partner project to establish a Americorps Volunteer program in Kern County.

If awarded, CAPK will be the administrator of the funds. Americorps Volunteers, under the direction of the program manager, will provide direct services for CAPK's Friendship House Community Center and Shafter Youth Center youths including Girls Circle, The Council for Boys and Young Men, and Aggression Replacement Therapy (ART). These strategies are effective for reducing gang involvement and improving leadership skills for youths. Project partners include Transforming Local Communities (TLC), Kern Community Foundation, and the Kern County Superintendent of Schools. Partners will receive Americorps Volunteers as well as contribute training and other services to go towards the in-kind match contributions of 15% towards program costs and 25% towards the planning grant. Additionally, TLC will provide evaluation services to support continuing the program into future years.

B. *Use of Funds:*

The requested planning and program funds will be used for Americorps Volunteer stipends, a full-time project manager; evaluation expenses, mileage, and general program supplies.

C. *Approvals:*

1. Carmen Segovia 9-13-19
Division Director Date

2. 9/13/19
Director of Community Development Date

3. For Tracy Webster 9/13/19
Chief Financial Officer Date

4. 9/13/19
Chief Executive Officer Date

D. *Board:*

☐Policy Council Date: ____
☐PRE Presentation Date: ____
☐B&F Approval Date: ____
☐Board Approval Date: ____

COMMUNITY ACTION PARTNERSHIP OF KERN

MEMORANDUM

To: CAPK Budget and Finance Committee

From: Carmen Segovia, Director of Health and Nutrition Services

Date: September 20, 2019

Subject: *Agenda Item 5i:* Ridgecrest Emergency Response, California Department of Community Services and Development (CSD), CSBG Disaster Assistance Contract 19F-4463 – **Action Item**

CAPK was awarded $177,018 from the California Department of Community Services and Development (CSD), Community Services Block Grant (CSBG) Disaster Assistance funds to provide emergency relief to people and families recovering from the East Kern Earthquakes on July 4, 2019 and July 5, 2019.

From September 1, 2019 – March 31, 2020, CAPK will conduct weekly emergency food distributions. CAPK will also work with area partners, such as the Salvation Army and the City of Ridgecrest, to identify and provide other needed resources so that people can return to their homes. Other items may include cleaning supplies, and basic hygiene items.

The funding will be used to lease a refrigerated truck and related travel costs, staff time, produce procurement, and water.

Recommendation:

Staff recommends that the Budget and Finance Committee approve the CSD contract #19F-4463 with Resolution.

Attachments:

Resolution #2019-17
CSBG Contract #19F-4463

RESOLUTION # 2019-17

A Resolution of the Board of Directors of the Community Action Partnership of Kern Approving the Submission of the CSBG Disaster Assistance Contract

The Board of Directors of Community Action Partnership of Kern located at 5005 Business Park North, Bakersfield, CA 93309, met on September 25, 2019, in Bakersfield, California at a scheduled Board meeting and resolved as follows:

WHEREAS, Community Action Partnership of Kern (CAPK) is a private, non-profit 501(c)(3) corporation established as a result of the Economic Opportunity Act of 1964, and is the federally designated community action agency serving the low-income, elderly and disadvantaged residents of Kern County; and

WHEREAS, CAPK is charged with the responsibility of continuing the battle to alleviate poverty in Kern County by developing and implementing creative and innovative programs, and has adopted the philosophical position of "Helping People, Changing Lives' in its quest to assist people in need, and families with minimal or no resources; and

WHEREAS, the State of California Department of Community Services and Development (CSD) has offered a subvention agreement, for the funding of the Community Service Block Grant (CSBG) Disaster Assistance in 2019 in the amount of $177,018; and

WHEREAS, the awarded funds will be applied to emergency relief of people and families recovering from the East Kern Earthquakes on July 4, 2019 and July 5, 2019; and

WHEREAS, from September 1, 2019 through March 31, 2019, CAPK will conduct weekly emergency food distributions, and along with community partners, identify and provide other needed resources to aid affected people to return to their homes and provide cleaning and basic hygiene supplies; and

WHEREAS, funding will also be used to lease a refrigerated truck and related travel costs, staff time, produce procurement and water; and

WHEREAS, the State of California Department of Community Services and Development requires that an authorized signatory be named for the 2019 CSBG Disaster Relief Contract and the CAPK Board of Directors has designated Jeremy T. Tobias, Chief Executive Officer, as the official representative and signatory of CAPK; and

NOW, THEREFORE, be it resolved that CAPK Board of Directors hereby authorizes Jeremy T. Tobias, Chief Executive Officer, to act on behalf of the Board as the Partnership's representative signatory with regard to the CSBG Disaster Relief Contract and any subsequent amendments during the contract period.

APPROVED by a majority vote of the Board of Directors of Community Action Partnership of Kern, this 25th day of September 2019.

Curtis E. Floyd, Chair
CAPK Board of Directors

Date

19F-4463 Community Action Partnership of Kern

CSBG Discretionary Contract Checklist

General Comments and Requirements:

1. Please do not use correction fluid or tape. Do not make any changes or notations to the contract document. If any corrections are necessary, please contact your Field Representative. If you need to reproduce contract pages, please do so single-sided only.

2. When you return the Contract packet to CSD, please arrange all pages, including the face sheets and articles, in the order received. All forms printed from the CSD Providers' Website will need to be added to the back of the contract packet. Please do not use staples on any of the documents.

Check the box as the following completed documents are attached to the contract.

☐ 1. Did you provide CSD with 2 copies of the contract?

☐ 2. Did you complete the contractor's name and title of the person authorized to sign the contract? Are both contracts face sheets signed (wet signature) and dated by authorized person?

☐ 3. Did you provide a signed Lobbying Form?

☐ 4. Did you include a current FFATA form?

☐ 5. Do you have current insurance or Self-Insurance Authority Certification on file with CSD? New insurance is required if it expires during the term of the contract or the amount of insurance needs to be increased.

☐ 6. Did you attach (or already submit) a Board Resolution? N/A If a general Board Resolution was submitted previously and is not specific to the program, program year, contract number, and does not contain any changes.

Programmatic Contract Requirements (as applicable):

☐ 7. Has your Agency completed the following 627 Budget Series forms?

- ☐ CSD 627 CSBG Discretionary Contract Budget Summary
- ☐ CSD 627A CSBG Discretionary Budget Support Personnel Cost
- ☐ CSD 627B CSBG Discretionary Budget Support Non Personnel Cost
- ☐ CSD 627C CSBG Discretionary Budget Contract Budget Narrative

☐ 8. Did you fill out the CSD 626 Discretionary Work Plan/Progress Report form?

Please return both completed contract packets within 30 days to:

Contract Services Unit
Department of Community Services and Development
2389 Gateway Oaks Drive, Suite 100
Sacramento, CA 95833-4246

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT STD. 213 (Rev 03/2019) CSD (Rev 07/2019)	AGREEMENT NUMBER 19F-4463	PURCHASING AUTHORITY NUMBER (if applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below

CONTRACTING AGENCY NAME
Department of Community Services and Development

CONTRACTOR NAME
Community Action Partnership of Kern

2. The term of this Agreement is: September 1, 2019 through March 31, 2020

3. The maximum amount of this Agreement is: Total $177,018.00

4. The parties agree to comply with the terms and conditions of the following exhibits that are by this reference made a part of the Agreement:

Part I
- Preamble
- Article 1 - Scope of Work
- Article 2 - Contract Construction, Administration, Procedure

Part II*
- Subpart A - Administrative Requirements*
- Subpart B - Financial Requirements*
- Subpart C - Programmatic Requirements*
- Subpart D - Compliance Requirements*
- Subpart E - Certifications and Assurances*
- Subpart F - State Contracting Requirements GTC 04/2017*
- Subpart G - Definitions*
- Subpart H - Table of Forms and Attachments*

Items shown with an Asterisk (*) are hereby incorporated by reference and made a part of this agreement as if attached hereto. These documents can be accessed at https://providers.csd.ca.gov/.

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO

CONTRACTOR				**California Department of General Services Approval (or exemption, if applicable)**
CONTRACTOR NAME *(If other than an individual, state whether a corporation, partnership, etc.)* **Community Action Partnership of Kern**				
CONTRACTOR BUSINESS ADDRESS, CITY, STATE ZIP 5005 Business Park North, Bakersfield, CA 93309				
PRINTED NAME OF PERSON SIGNING Jeremy T. Tobias		TITLE Chief Executive Officer		
CONTRACTOR AUTHORIZED SIGNATURE		DATE SIGNED		
STATE OF CALIFORNIA				
CONTRACTING AGENCY NAME **Department of Community Services and Development**				
CONTRACTING AGENCY ADDRESS **2389 Gateway Oaks Drive, Suite 100**	CITY **Sacramento**	STATE **CA**	ZIP **95833**	
PRINTED NAME OF PERSON SIGNING **Brian Dougherty**	TITLE **Deputy Director, Administrative Services**			
CONTRACTING AGENCY AUTHORIZED SIGNATURE		DATE SIGNED		

I hereby certify that all conditions for exemption have been complied with, and this document is exempt from the Department of General Services approval.

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STANDARD AGREEMENT
PARTS I & II – ENTIRE CONTRACT

PART I

PREAMBLE

This subvention agreement, for the funding of the Community Service Block Grant (CSBG) Disaster Assistance in 2019 ("Agreement"), is entered into between the Department of Community Services and Development ("CSD") and the contractor named on Form STD. 213, the face sheet of this document ("Contractor") and shall be enforceable on the date last signed.

NOW THEREFORE, in consideration of the promises and of the mutual agreements and covenants hereinafter set forth, CSD and Contractor agree as follows:

ARTICLE 1 – SCOPE OF WORK

1.1 General

A. The purpose of the contract is to provide disaster discretionary funds to the Community Action Partnership of Kern County (CAPK) to administer aid and support to low income individuals and families impacted by the 2019 Ridgecrest Earthquake.

Community Action Partnership of Kern County (CAPK) agrees to utilize $177,018 in disaster discretionary funds to support basic housing repairs, basic home appliances, staff time, indirect costs, and the rental of a refrigerated truck to deliver aid (food, water, personal care items, and cleaning supplies) to the Ridgecrest Community. Details of the activities will be described in the Work Plan/Final Report CSD 626 (Rev. 3/2019).

B. The CSBG Catalog of Federal Domestic Assistance number is 93.569. The award is made available through the United States Department of Health and Human Services.

1.2 Term and Amount of Agreement

A. The term and amount of this Agreement shall be as specified on the contract face sheet (STD. 213).

B. The Maximum Amount of this Agreement shall be as specified on the face sheet and is subject to adjustment(s), in accordance with the following terms:

1. The initial amount of this Agreement shall be based on the available funds allocated in federal fiscal year (FFY) 2019. FFY 2019 funds ($177,018) must be expended, as directed by CSD, no later than March 31, 2020.

2. Contractor may not expend funds in excess of the amount available and authorized by CSD for expenditures.

Service Area

All services under this Agreement shall be provided within Kern County.

1.3 Legal Authorities – Program Requirements, Standards and Guidance

A. All services and activities are to be provided in accordance with all applicable federal, state, and local laws and regulations, and as those laws and regulations may be amended from time to time, including but not limited to, the following:

1. The Community Services Block Grant Act, as amended, 42 U.S.C. §9901et seq., and 45 Code of Federal Regulations (CFR) Part 96;

2. The California Community Services Block Grant Program, Government Code §12085 et seq., as amended, and Title 22, California Code of Regulations (CCR) §§100601-100795;

3. The Single Audit Act, 31 U.S.C. §7301 et seq.

4. Uniform Administrative Requirements, Cost Principles and Audit Requirements for HHS Awards, 45 CFR Part 75.

5. Contractor further agrees to abide by all requirements in California Contractor Certification Clauses 307 (CCC-307).

B. *Conflict of Laws.* Contractor shall comply with all of the requirements, standards, and guidelines contained in the authorities listed below, as they may be amended from time to time, with respect to procurement requirements, administrative expenses, and other costs claimed under this Agreement, including those costs incurred pursuant to subcontracts executed by Contractor, notwithstanding any language contained in the following authorities that might otherwise exempt Contractor from their applicability. To the extent that the requirements, standards, or guidelines directly conflict with any State law or regulation at Government Code §12085 et seq. or 22 CCR §100601 et seq., or any provision of this Agreement, then that law or regulation or provision shall apply, unless, under

specified circumstances, a provision of federal law applicable to block grants, such as 45 CFR 96.30, allows for the application of state law.

C. CSD may provide Contractor with specific program guidance which shall be binding on the Contractor as a condition of the Contractor's eligibility to administer programs in its service area, PROVIDED:

1. That such guidance shall be issued by CSD in writing in the form of "CSD Program Notice (CPN) No. XX-XX" posted at https://providers.csd.ca.gov.

2. That such guidance shall be issued by CSD in the most timely and expeditious manner practicable;

3. That such guidance shall be reasonably necessary to realize the intent and purposes of the CSBG Act in general;

4. That major and material changes in program requirements which substantially affect the Contractor's and/or CSD's ability to fulfill contractual obligations, or which otherwise create a substantial hardship on either the Contractor or CSD, shall be subject to an amendment to this Agreement;

5. That the parties' failure or inability to execute a mutually acceptable amendment, under circumstances described in the preceding subparagraph 1.4 C. 4, within a period of time allowing the parties to reasonably comply with any major change(s) in CSBG requirements, shall result in this Agreement being without force and effect, subject only to such provisions contained herein as are intended to survive the Agreement in accordance with the express and implied provisions of applicable federal and state law;

6. That Contractor is duly informed of the risk of de-designation as an eligible entity, based on CSD's obligation to avoid/minimize interruption of CSBG-funded services in any part of the state, in the event that this Agreement terminates due to failure to agree to any necessary amendment; and,

7. That upon CSD's or Contractor's good faith determination, delivered to the other party by written notice, that agreement to any necessary amendment as contemplated in subparagraph 1.4 C. 4. above cannot be achieved, then this contract shall be terminated, and any issues of eligible entity status addressed, in accordance with requirements of federal and state law and established CSD policy and procedure.

STANDARD AGREEMENT
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D. The federal and state laws, regulations and other authorities referenced in the present Article 1.4 are hereby incorporated by reference into this Agreement. Copies may be accessed for reference at www.csd.ca.gov.

STANDARD AGREEMENT
PARTS I & II – ENTIRE CONTRACT

ARTICLE 2 – CONTRACT CONSTRUCTION, ADMINISTRATION, PROCEDURE

2.1 Base Contract and Whole Agreement

A. This Agreement consists of two parts, which together constitute the whole agreement between CSD and Contractor.

B. Part I is the "Base Contract" which consists of the following:

1. The face sheet (Form STD. 213) which specifies:

   a. the parties to the Agreement;
   b. the term of the Agreement;
   c. the dollar amount of the Agreement; and
   d. the authorized signatures and dates of execution.

2. The Preamble, Article 1 and Article 2

C. Part II consists of the "Administrative and Programmatic Provisions" which are comprised of Subparts A through H, including specified requirements, obligations, provisions, procedures, guidance, forms and technical materials necessary for program implementation.

D. Agreed-upon Contract Execution Provisions, Procedures and Required Forms

1. Part I, the Base Contract, will be exchanged by the parties for execution with original signatures, fully executed copies being retained by each party.

2. Contractor must complete the following forms, available on the providers' website at https://providers.csd.ca.gov, and return all applicable forms with the executed contract:

   a. 627 Budget Series Forms

      i. CSD 627 CSBG Contract Budget Summary
      ii. CSD 627A CSBG Budget Support Personnel Cost
      iii. CSD 627B CSBG Budget Support Non-Personnel Cost
      iv. CSD 627C CSBG Contract Budget Narrative

   b. CSD 626 Workplan/Final Report

c. Certification Regarding Lobbying/Disclosure of Lobbying Activities

3. *Board Resolution.* Board Resolution. Contractor must submit a governing board resolution as specified in Article 4.1 A and B below, identifying the individual(s) authorized to execute the 2019 CSBG Discretionary Contract and any amendments.

4. Part II, Administrative and Programmatic Provisions (and Table of Forms and Attachments) is hereby incorporated by reference into this Agreement, is an essential part of the whole Agreement, and is fully binding on the parties.

5. CSD shall maintain a certified date-stamped hardcopy of Part II for inspection by Contractor during normal business hours, as well as a date-stamped, PDF version of Part II on CSD's "Provider Website," which may be accessed by Contractor, downloaded and printed at Contractor's option.

6. Neither Part I nor Part II of this Agreement may be changed or altered by any party, except by a formal written, fully executed amendment, or as provided in Article 1.4C with respect to program guidance, or as provided in Part II, Subpart A, Article 3 – Agreement Changes. Upon such amendment of any provision of Part II, the amended PDF version shall be date-stamped and posted to the Provider Website until such time as a subsequent Agreement or amendment is executed by the parties.

7. Contractors that are public or governmental entities with local provisions requiring receipt of a hardcopy of all parts of this Agreement as a prerequisite to execution, as well as other contractors that make special arrangements with CSD, may receive hardcopies of Parts I and II for execution and retention.

2.2 State Contracting Requirements – "General Terms and Conditions, GTC 610"

In accordance with State contacting requirements, specified contracting terms and conditions are made a part of this agreement. The provisions in their entirety, previously located in Exhibit C of the CSBG contract, are now found in Part II, Subpart F of this Agreement and are fully binding on the parties in accordance with state law.

2.3 Contractor's Option of Termination

A. Contractor may, at Contractor's sole option, elect to terminate this contract in lieu of adherence to the procedures set out in subparagraph 1.4 C, should Contractor

determine that any subsequent program guidance or proposed amendment to the contract is unjustifiably onerous or otherwise adverse to Contractor's legitimate business interests and ability to implement the contract in an effective and reasonable manner, PROVIDED:

1. Such notice of termination is in writing and will be effective upon receipt by CSD, delivered by U.S. Certified Mail, Return Receipt Requested.

2. Notice contains a statement of the reasons for termination with reference to the specific provision(s) in the program guidance or proposed amendment in question.

B. Contractor shall be entitled to reimbursement for all allowable costs incurred prior to termination of the contract. Such reimbursement shall be in accordance with the program guidance and contract provisions in effect at the time the cost was incurred.

C. Contractor shall, within 60 days of termination, closeout the contract in accordance with contractual closeout procedures.

2.4 Budget Contingencies

A. State Budget Contingency

1. It is mutually agreed that if funds are not appropriated for implementation of CSBG programs through the state budget process or otherwise, whether in the current year and/or any subsequent year covered by this Agreement, this Agreement shall be of no further force and effect. Upon written notice to Contractor by CSD that no funds are available for contract implementation, the Agreement shall be terminated and the State shall have no obligation to pay Contractor or to furnish other consideration under this Agreement and Contractor shall not be obligated for performance.

2. If CSBG funding for any fiscal year is reduced to such degree that CSD reasonably determines that contracts cannot be implemented effectively, the State shall at its sole discretion have the option either to terminate this Agreement upon written notice to Contractor or, in the alternative, to offer and negotiate an amendment addressing the reduced funding. If the parties fail to reach agreement on such amendment, CSD may at its option give written notice of termination without further obligation by either party except for contract closeout obligations and final settlement.

STANDARD AGREEMENT
PARTS I & II – ENTIRE CONTRACT

B. Federal Budget Contingency

1. The parties agree that because of uncertainty in the federal budget process, this Agreement may be executed before the availability and amounts of federal funding can be ascertained, in order to minimize delays in the provision of services and the distribution of funds. The parties further agree that the obligations of the parties under this Agreement are expressly contingent on adequate funding being made available to the state by the United States Government.

2. If federal funding for any fiscal year is reduced to such degree that CSD reasonably determines that the program cannot be implemented effectively, the State shall at its sole discretion have the option either to terminate this Agreement upon written notice to Contractor or, in the alternative, to offer and negotiate an amendment addressing the reduced funding. If the parties fail to reach agreement on such amendment, CSD may at its option give written notice of termination without further obligation by either party except for contract closeout obligations and final settlement.

3. If federal funding authorities condition funding on any obligations, restrictions, limitations, or conditions not existent when this Agreement was executed, this Agreement shall be amended by mutual agreement for compliance with such obligations, restrictions, limitations or conditions. Failure of the parties to reach agreement on such amendment shall render this Agreement without force and effect.

2.5 Miscellaneous Provisions

A. Assignment

Neither this Agreement nor any of the rights, interests, or obligations under this Agreement shall be assigned by any party without the prior written consent of the other parties, except in the case where responsibility for program implementation and oversight may be transferred by the State to another State agency. In the event of such transfer, this Agreement is binding on the agency to which the program is assigned.

STANDARD AGREEMENT
PARTS I & II – ENTIRE CONTRACT

B. Merger/Entire Agreement

This Agreement (including the attachments, documents and instruments referred to in this Agreement) constitutes the entire agreement and understanding of the parties with respect to the subject matter of this Agreement and supersedes all prior understandings and agreements, whether written or oral, among the parties with respect to such subject matter.

C. Severability

If any provision of this Agreement be invalid or unenforceable in any respect for any reason, the validity and enforceability of any such provision in any other respect and of the remaining provisions of this Agreement will not be in any way impaired and shall remain in full force and effect.

D. Notices

Unless otherwise provided herein, notice given by the parties shall be in writing, delivered personally, by United States mail, or by overnight delivery service (with confirmation). Certain reporting and other communications may be delivered electronically as specified by CSD or as is customary between the parties. Notice shall be delivered as follows:

1. To Contractor's address of record; and

2. To CSD at:

Department of Community Services and Development
Field Operations Services
2389 Gateway Oaks Drive, Suite 100
Sacramento, CA 95833

STANDARD AGREEMENT
PARTS I & II – ENTIRE CONTRACT

PART II

Subpart A – Administrative Requirements

ARTICLE 3 – AGREEMENT CHANGES

3.1 Amendment

A. Formal amendments to this Agreement are required for changes to: the term, total cost or Maximum Amount, scope of work, and/or formal name changes. No amendment to this Agreement shall be valid unless made in writing, signed by the parties, and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

B. If Contractor intends to request a formal amendment to this Agreement, the request must be submitted on a CSD 425b, Justification for Contract Amendment/Modification, no later than 45 days prior to the expiration of the Agreement term. (CSD Form 425b can be located at http://providers.csd.ca.gov/ under the CSD Contractors' page and CSBG tab).

C. *Extensions and close-out periods.* Requests for a term extension will be determined on a case by case basis. Contractor must submit a justification demonstrating extenuating circumstances for the amendment. Term amendments will only be extended for a maximum of thirty (30) days.

3.2 Minor Modification

A. Any request(s) for modification to CSBG Fiscal Data or CSD 626 Workplan documents must be submitted on a CSD 425b, Justification for Contract Amendment/Modification, no later than 45 calendar days prior to the expiration date of this Agreement.

B. Any increase to out-of-state travel costs or equipment purchases will require a request for modification to the budget and must be submitted on a CSD 425b, Justification for Contract Amendment/Modification.

STANDARD AGREEMENT
PARTS I & II – ENTIRE CONTRACT

ARTICLE 4 - ADMINISTRATIVE POLICIES AND PROCEDURES

4.1 Governing Board Authorization

A. Contractor's current governing board must authorize the execution of this Agreement. Contractor has the option of demonstrating such authority by either: 1) direct signature of a board member having signing authority; or 2) any lawful delegation of such authority that is consistent with Contractor's bylaws.

B. Where Contractor elects to delegate signing authority to the chief executive officer (CEO) or executive director (ED), CSD will accept either a resolution specific to this Agreement or a resolution approved by the current governing board with general applicability to any CSD program contract or amendment. Where Contractor provides a general resolution, Contractor shall maintain documentation that the CEO or ED provided timely and effective communication of the execution and terms of this Agreement to the board. Either a specific or current general resolution must be on file with CSD prior to CSD's final execution of this Agreement.

4.2 Internal Control Certification

Contractor shall establish and maintain a system of internal accounting and administrative control. This responsibility includes documenting the system, communicating system requirements to employees, and assuring that the system is functioning as prescribed and is modified, as appropriate, for changes in conditions. The system of internal accounting and administrative control shall be attested to within the Contractor's independent audit conducted pursuant to this Agreement, and include:

A. Segregation of duties appropriate to safeguard State assets.

B. Access to agency assets is limited to authorized personnel who require these assets in the performance of their assigned duties.

C. Authorization and recordkeeping procedures adequate to provide effective accounting controls over assets, liabilities, revenues, and expenditures.

D. Practices to be followed in performance of duties and functions.

E. Personnel of a quality commensurate with their responsibilities.

F. Effective internal review.

STANDARD AGREEMENT
PARTS I & II – ENTIRE CONTRACT

4.3 Record Retention

A. All records maintained by Contractor shall meet the OMB requirements contained in the following Circulars, or subsequent amendments thereto: A 102, Subpart C, ("Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments") or A 110, Subpart C, Nonprofit Organizations, whichever is applicable.

B. Contractor shall maintain all records pertaining to this Agreement for a minimum period of three years after submission of the final report. However, Contractor shall maintain all such records until resolution of all audit and monitoring findings are completed.

C. Contractor assures that employee and applicant records shall be maintained in a confidential manner to assure compliance with the Information Practices Act of 1977, as amended, and the Federal Privacy Act of 1974, as amended.

4.4 Insurance Requirements

A. By execution of this Agreement, Contractor agrees that the below-required insurance policies and bond shall be in effect at all times during the term of this Agreement.

B. Contractor shall provide CSD with written notice at least thirty (30) calendar days prior to cancellation or reduction of insurance coverage to an amount less than that required in this Agreement.

C. In the event said insurance coverage expires at any time or times during the term of this Agreement, Contractor agrees to provide within thirty (30) calendar days prior to said expiration date, a new Certificate of Insurance (ACORD 25) evidencing insurance coverage as provided for herein for not less than the remainder of the term of this Agreement. The Certificate shall identify and name CSD as the Certificate Holder.

D. New Certificates of Insurance will be reviewed for content and form by CSD.

E. In the event Contractor fails to maintain in effect at all times the specified insurance and bond coverage as herein provided, CSD may, in addition to any other available remedies it may have, suspend this Agreement.

F. With the exception of workers' compensation and fidelity bond, CSD shall be named as additional insured on all Certificates of Insurance required under this Agreement.

G. The issuance of other CSD contracts, to include any cash advances and reimbursement payments, to the Contractor shall be contingent upon required current insurance coverage being on file at CSD for this Agreement.

H. Should Contractor utilize a subcontractor(s) to provide services under this Agreement, Contractor shall indemnify and hold the State harmless against any liability incurred by that subcontractor(s).

4.5 Specific Insurance Requirements

A. Self-Insurance

1. When Contractor is a self-insured governmental entity, CSD, upon satisfactory proof, may waive the appropriate insurance requirements. To qualify for a waiver, an appropriate county or city risk manager shall sign a certification that shall contain assurance of the adequacy of the governmental entity's ability to cover any potential losses under this Agreement.

2. Contractor shall specify in writing a list of which coverage(s) will be self-insured under this Agreement and shall list all applicable policy numbers, expiration dates, and coverage amounts.

3. In the event that the Contractor's self-insurance coverage does not contain any changes from the prior year, CSD will accept a certified letter signed by authorized personnel stating that no changes have occurred from last year. This letter is due at the time of Agreement execution or within thirty (30) days of expiration of insurance.

4. In lieu of providing certification of self-insurance, Contractor may provide proof of excess insurance coverage through an insurance carrier who is licensed to underwrite insurance in the State of California.

B. Workers' Compensation Insurance

1. Contractor shall have and maintain for the term of this Agreement workers' compensation insurance issued by an insurance carrier licensed to underwrite workers' compensation insurance in the State of California.

2. Contractor shall submit either an applicable Certificate of Insurance or a Certificate of Consent to Self-Insure issued by the Director of the Department of Industrial Relations to CSD as evidence of compliance with the workers' compensation insurance requirement prior to issuance of an initial cash advance.

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C. Commercial or Government Crime Coverage (Fidelity Bond)

1. Contractor shall maintain a commercial crime policy. If Contractor is a public entity, Contractor shall maintain a government crime policy. The commercial crime policy or government crime policy (hereinafter "fidelity bond") shall include the following coverages or their substantial equivalents: Employee Dishonesty/Theft, Forgery or Alteration, and Computer Fraud.

2. Contractor's fidelity bond coverage limits shall not be less than a minimum amount of four percent (4%) of the total amount of consideration set forth under this Agreement.

3. Contractor shall submit an applicable Certificate of Insurance (ACORD 25) to CSD as evidence of compliance with the fidelity bond requirement prior to issuance of an initial cash advance.

D. General Liability Insurance

1. Contractor shall have and maintain for the term of this Agreement general liability and property damage insurance for a combined single limit of not less than $500,000 per occurrence.

2. Contractor shall submit to CSD an applicable Certificate of Insurance naming CSD as an additional insured, as evidence of compliance with the general liability insurance requirement prior to issuance of an initial cash advance.

E. Vehicle Insurance

1. Contractor shall have and maintain for the term of this Agreement vehicle insurance in the amount of $500,000 for each person and each accident for bodily injury and in the amount of $500,000 for each person and each accident for property damage.

2. When employees use their own vehicles to perform duties within the scope of their employment, Contractor shall have and maintain for the term of this Agreement non-owned and hired automobile liability insurance in the amount of $500,000 for each person and each accident for bodily injury and $500,000 for each person and each accident for property damage (Driving to and from work is not within the scope of employment.).

3. Contractor shall submit to CSD an applicable Certificate of Insurance naming CSD as an additional insured as evidence of compliance with the vehicle insurance requirement prior to issuance of an initial cash advance.

4.6 System Security Requirements

A. Contractor shall, in cooperation with CSD, institute measures, procedures, and protocols designed to ensure the security of data and to protect information in accordance with the Information Practices Act of 1977 (Civ. Code §1798, et seq.), and such other State and Federal laws and regulations as may apply. The parties hereto agree to the following requirements, obligations, and standards:

1. *General Information/Data Description.* The interconnection between CSD and Contractor is a two-way data exchange. The purpose of the data exchange or direct input is to deliver application records for payment processing or contract activity reimbursement.

2. *Services Offered.* Data exchange between CSD and Contractor shall be handled through two methods: 1) a Contractor user must authenticate to upload data files in a secure socket layer connection; or 2) a secure user interface that is only available to Contractor users with a unique software authentication to see the login window and also secure tunnel between CSD and the Contract user.

3. Data Sensitivity

   a. The sensitivity of data exchanged between CSD and Contractor may vary from sensitive to personal or confidential because of personal data such as social security numbers to private data, e.g., family income level, family member name, etc. No personal financial information, i.e., credit card, bank account numbers, shall be stored or exchanged in the data exchange sessions.

   b. Appropriate levels of confidentiality for the data shall be based on established data classification and FIPS Publication 199 (available at: csrc.nist.gov/publications/fips/fips199/FIPS-PUB-199-final.pdf

4. Information Exchange Security

   a. The security of the information being passed on this primary two-way connection shall be protected through the use of encryption software. The connections at each end shall be secured plus the physical location the application systems shall be within a controlled access facilities. Individual users may not have access to

the data except through their systems security software that is logged in detail or controlled. All access will be controlled by authentication methods to validate the approved users.

b. Standards for secure transmission may be accomplished through such means as certificates, secure socket layer, etc., and storage of the data with encryption, if applicable.

c. Both CSD and Contractor shall maintain security patches and anti-virus software updates.

5. *Trusted behavior expectations.* CSD's application system and users shall protect Contractor's application system/data, and the Contractor's application system and users shall protect CSD's application system/data, in accordance with the Privacy Act and Trade Secrets Act (18 U.S. Code 1905) and the Unauthorized Access Act (18 U.S. Code 2701 and 2710).

6. *Formal security guidelines.* CSD's Computer Security Policy and Contractor's policy and procedures for internal controls shall conform to the standards and obligations for the protection of data established herein and shall ensure their implementation.

7. *Incident reporting.* Any party discovering a security incident shall report it in accordance with its incident reporting procedures. Contractor shall within twenty-four (24) hours of discovery report to CSD any security incident contemplated herein.

8. *Audit trail responsibilities.* Both parties are responsible for auditing application processes and user activities involving the interconnection. Activities that will be recorded include event type, date and time of event, user identification, workstation identification, success or failure of access attempts, and security actions taken by system administrators.

9. *Data sharing responsibilities.* All primary and delegated secondary organizations that share, exchange, or use personal, sensitive, or confidential data shall adhere to the information security and privacy requirements of this Agreement and applicable state and federal law, in addition to further data sharing guidance as may be issued by CSD during the term of this Agreement. If data sharing is accomplished via interconnectivity of an application system, then data sharing must be certified to be secure by both parties.

4.7 Travel and Per Diem

A. Contractor's total travel and per diem costs for in-state and/or out-of-state shall be included in the Agreement Budget(s). Out-of-state travel costs that exceed the budgeted amount shall not be reimbursed without prior written authorization from CSD.

B. Contractor's employee travel costs and per diem reimbursement rates shall be reimbursed in accordance with Contractor's written policies and procedures not to exceed federal per diem requirements, and subject to the requirements of OMB Circular A-87 Attachment B, Paragraph 43 (2 CFR, Part 225) or OMB Circular A-122 Attachment B, Paragraph 51 (2CFR, Part 230), or any amendments thereto, as applicable.

C. In the absence of a written travel reimbursement policy, Contractor shall be subject to the provisions of California Code of Regulations §§599.615 through 599.638 and shall be reimbursed in accordance with the terms contained therein.

4.8 Codes of Conduct

A. *Written standards.* Contractor shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts or subcontracts. No employee, officer, or agent of the Contractor shall participate in the selection, award, or administration of a subcontract supported by federal funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization that employs or is about to employ any of the parties indicated herein, has a financial or other interest in the firm selected for an award. The officers, employees, and agents of the Contractor shall neither solicit nor accept gratuities, favors, or anything of monetary value from subcontractors or parties to sub agreements. The standards of conduct shall provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the recipients.

B. *Self-dealing prohibited.* Contractor shall not pay federal funds received from CSD to any entity in which it (or one of its employees, officers, agents, any member of his or her immediate family, his or her partner, or an organization that employs or is about to employ any of the parties indicated herein) has an interest. As ownership constitutes a financial interest, Contractor shall not subcontract with a subsidiary. Similarly, Contractor shall not subcontract with an entity that employs or is about to employ any person described in 45 CFR Part 92 (for states

and local governments) and 45 CFR Part 74 (for nonprofit organizations), and/or OMB Circular A 110, Section 42, or subsequent amendments to these requirements.

4.9 Conflict of Interest

A. Contractor certifies that its employees and the officers of its governing body shall avoid any actual or potential conflicts of interest and that no officer or employee who performs any functions or responsibilities in connection with this Agreement shall have any personal financial interest or benefit that either directly or indirectly arises from this Agreement.

B. Contractor shall establish written safeguards to prohibit its employees or its officers from using their positions for a purpose that could result in private gain or that gives the appearance of being motivated for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

4.10 Procurement Standards

A. *Maintenance of written procurement procedures.* Contractors shall administer this Agreement in accordance with all federal and State rules and regulations governing CSBG pertaining to procurement, including Office of Management and Budget (OMB) Circulars and amendments thereto, consistent with the general OMB compliance requirement in Article 1 of this Agreement. Contractors shall establish, maintain, and follow written procurement procedures consistent with the procurement standards in 45 CFR Part 92 (OMB Circular A-102 for state and local governments) and 45 CFR Part 74 (OMB Circular A-110 for nonprofit organizations), or any subsequent amendments to these standards, and all additional provisions in this Agreement, including but not limited to a code of conduct for the award and administration of contracts and a procedure that provides, to the maximum extent practical, open and free competition.

B. *Eligible bidders.* Contractor shall not permit any organizational conflicts of interest or noncompetitive practices that may restrict or eliminate competition or otherwise restrain trade. In order to ensure objective subcontractor performance and eliminate unfair competitive advantage, individuals, or firms that develop or draft specifications, requirements, statements of work, invitations for bids, and/or requests for proposals shall be excluded from competing for such procurements. Contractor shall award any subcontract to the bidder or offeror whose bid or offer is responsive to the solicitation and is most advantageous to Contractor when considering price, quality, and other factors. Contractor's solicitations shall clearly set forth all requirements that the bidder or offeror shall fulfill in order for the bid or offer to be evaluated by the recipient.

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C. Contractor assures that all supplies, materials, vehicles, equipment, or services purchased or leased with funds provided by this Agreement shall be used solely for the activities allowed under this Agreement, unless a fair market value for such use is charged to the benefiting program and credited to this Agreement.

D. Contractor shall provide for open and free competition and adequate cost analysis in all procurement transactions for each purchase order, lease, or subcontract for any articles, supplies, equipment, or services to be obtained from vendors or subcontractors.

E. *Non-competitive bid justification.* If a service or product is of a unique nature, or more than one vendor/provider cannot reasonably be identified, Contractor shall maintain adequate justification for the absence of competitive bidding "Adequate justification" must include, but is not limited to:

1. Explanation of why the acquisition of goods or services is limited to one vendor or supplier;

2. Description of sole vendor/supplier's unique qualifications to provide the goods or services in question; and,

3. Analysis of cost(s) to demonstrate reasonableness.

F. *Emergency procurements.* In cases of bona fide emergency where awarding a subcontract is necessary for the immediate preservation of public health, welfare, or safety, documentation of the emergency will be sufficient in lieu of the three-bid process.

G. *CSD Lease/Purchase Pre-Approval requirements.* To ensure that significant procurement transactions are conducted in an open and freely competitive manner, Contractor shall prepare and submit a Request for Purchase/Lease Pre-Approval (form CSD 558) to CSD at least fifteen (15) calendar days prior to executing the subcontract for each of the following procurement transactions:

1. Any articles, supplies, equipment, or services having a per-unit cost in excess of $5,000; or
2. Any articles, supplies, or equipment where the total contract amount exceeds $100,000.

H. In all procurements, whether requiring CSD pre-approval or not, Contractor is solely responsible for maintenance of adequate procurement records demonstrating compliance with Federal and State requirements.

I. Noncompliance with any of the provisions in this section may result in a disallowance of the costs of the procurement transaction.

4.11 Use and Disposition of Vehicles and Equipment

A. Use of CSBG-funded vehicles and equipment by other programs

1. Vehicles and equipment purchased with CSBG funds should be made available for use by other federal programs, provided that such use does not interfere with the needs of the CSBG program(s).

2. If a *non-federal* program uses CSBG-funded vehicles or equipment, it must be charged a reasonable fee for such use, based on the cost of renting similar vehicles/equipment from a private vendor.

3. Any use fees shall be treated as 'program income' to the CSBG program.

B. Sale or disposition of CSBG-funded vehicles and equipment

1. If/when Contractor's CSBG program(s) no longer need(s) a vehicle or equipment, other federal programs Contractor administers shall have first right to acquire or purchase the item(s) by reimbursing CSBG for its proportional share of (or interest in) the vehicle/equipment's value.

2. Conflict of interest policies and proper sales procedures should be followed to ensure that the best possible value and sale price is realized.

3. Sale proceeds from any third party, or funds paid by another federal program to compensate CSBG for its interest in the vehicle/equipment, shall be treated and identified as program income.

4.12 Subcontracts

A. Contractor may enter into subcontract(s) to perform part or all of the direct services covered under this Agreement. Prior to the commencement of subcontracted services under this Agreement, Contractor shall obtain board approval, to include but not be limited to, an assurance that the subcontractor agreement(s) shall comply with all terms, conditions, assurances, and certifications of this Agreement for the nonprofit and local governmental agencies performing services in the area(s) described in ARTICLE 1 - SCOPE OF WORK.

B. *Notification of subcontract execution.* Contractor shall provide written notification to the State within 60 calendar days of execution of each subcontractor agreement the name of the subcontractor entity, its address,

telephone number, contact person, contract amount, and program description of each subcontractor activity to be performed under this Agreement. This written notification shall also include a certification that, to the best of Contractor's knowledge, the subcontractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency. For purposes of this certification of subcontractor eligibility, Contractor may rely on information provided via the Excluded Parties List System (EPLS), available https://www.sam.gov.

C. If CSD determines that Contractor has executed a subcontract with an individual or entity listed as debarred, suspended, or otherwise ineligible on EPLS as of the effective start date of the subcontract, costs Contractor has incurred under the subcontract may be disallowed.

D. Contractor is solely responsible for allowable use and allocation of all funds under this Agreement. Contractor shall maintain control and accounting procedures capable of tracing funds paid to any subcontractor to a level of expenditure sufficient to establish that such funds have been used in accordance with the terms of this Agreement and applicable laws. Any subcontracts under this Agreement shall provide for adequate controls and substantiation of expenditures. Such controls may include requiring subcontractors to provide detailed invoices, periodic monitoring of subcontractor's program activities and fiscal accountability, retaining a right of reasonable access to the subcontractor's books and records, or any other method(s) by which Contractor can fulfill its responsibility to substantiate costs as required by OMB Circulars A-87, 122, and 133 and/or applicable amendments to these provisions.

E. Contractor is solely responsible for performance of the terms, conditions, assurances, and certifications of this Agreement, without recourse to the State, regarding the settlement and satisfaction of all contractual and administrative issues arising out of subcontract agreement(s) entered into in support of this Agreement, including disputes, claims, or other matters of a contractual nature as well as civil liability arising out of negligence or intentional misconduct of the subcontractor(s).

F. Nothing contained in this Agreement shall create any contractual relation between CSD and any subcontractors, and no subcontract shall relieve the Contractor of its responsibilities and obligations hereunder. Contractor shall be liable for any acts and omissions of its subcontractors or of persons either directly or indirectly employed by subcontractors in violation of this Agreement. Contractor's obligation to pay subcontractor(s) is independent from CSD's obligation to make payments to Contractor. As a result, CSD shall have no obligation to pay or to enforce payment of any moneys to any subcontractor.

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G. In the event CSD suspends, terminates, and/or makes changes to the services to be performed under this Agreement, Contractor shall notify all of its subcontractors in writing within five (5) days of receipt of notice of such action

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Subpart B – Financial Requirements

ARTICLE 5 – PROGRAM BUDGET REQUIREMENTS AND PAYMENTS

5.1 Budget

A. Concurrent with the submission of this Agreement, Contractor shall complete and submit the CSBG Fiscal Data forms [CSBG Contract Budget Summary (CSD 627), CSBG Contract Budget Support - Personnel Costs (CSD 627A), CSBG Contract Budget Support - Non Personnel Costs (CSD 627B), and CSBG Contract Budget Narrative (CSD 627C)] attached to this Agreement in Subpart H.

B. Contractor shall submit the CSD 627C (CSBG Contract Budget Narrative) with a justification for each projected line item reported on the CSD 627A and CSD 627B.

C. *Budget modifications requiring pre-approval.* In accordance with 22 CCR § 100715(a), no originally approved budget line item may be increased or decreased by more than ten percent (10%) without prior CSD approval. Any increase or decrease of more than ten percent (10%) to the originally approved budget line item will require a request for modification to the budget and shall be submitted to CSD on form CSD 425b, Justification for Contract Amendment/Modification.

5.2 Allowable Program Costs

A. Administrative Expenses

1. For the purpose of administrative expenditures, Contractor shall use funds allocated under this Agreement in an amount not to exceed twelve percent (12%) of the Disaster Assistance CSBG budget of its community action program(s). Contractor shall not use funds provided under this Agreement to cover administrative costs incurred in the Low-Income Home Energy Assistance Program (LIHEAP) in excess of the LIHEAP contractual limitations.

2. For purposes of allocating indirect costs, contractors may use current negotiated indirect cost rates that have been approved by a cognizant federal agency. Contractor shall submit a copy of the letter of approval from the cognizant agency which includes date of approval and amount of rate.

B. *Budget modifications requiring pre-approval.* In accordance with 22 CCR § 100715(a), no originally approved budget line item may be increased or decreased by more than ten percent (10%) without prior CSD approval. Any increase or decrease of more than ten percent (10%) to the originally approved budget line item will require a request for modification to the budget and shall be submitted to CSD on form CSD 425b, Justification for Contract Amendment/Modification.

5.3 Advance Payments

A. Request for Advance

Contractor may request in writing one (1) working capital advance in an amount up to twenty-five percent (25%) of the amount of the total consideration as specified on STD. 213, item 3 of this Agreement. Justification of the need for the advance must be included in the request.

B. If Contractor owes CSD any outstanding balances for overpayments of any contract, current or previous, the balance may be offset, based on arrangements made with the Contractor.

C. Liquidation of Advance

1. Contractor may liquidate the advance at any time through offsets against CSD-approved reimbursement requests; however, CSD shall initiate repayment of the advance through offsets of approved expenditures when the first of either of the following occurs:

   a. Contractor has expended seventy-five percent (75%) of the total contract allocation; or,

   b. At the beginning of the third month of the contract term.

2. CSD-initiated repayments of the advance shall be accomplished through offsets against subsequent reimbursement of approved expenditures. CSD shall determine the amount to be offset against reimbursements by dividing the unpaid advance amount by the number of remaining expenditure reporting periods in the contract term. In the event that an expenditure request for a reporting period is less than the offset amount as determined above, the entire amount of the expenditure reimbursement request shall be applied against the remaining advance balance.

D. Lien Rights

The State retains lien rights on all funds advanced.

5.4 Payments

A. CSD shall issue bimonthly payments to Contractor upon receipt and approval of a certified CSBG CAA Expenditure/Activity Report and submission of the Programmatic Report. The report shall indicate the actual expenditures being billed to CSD for reimbursement for the specific report period.

B. Subsequent payments to Contractor shall be contingent on receipt and approval by CSD of the preceding bimonthly Expenditure/Activity Report. If Contractor owes CSD any outstanding balance(s) for overpayments of any Agreement, current or previous, the balance(s) may be offset after notice to the Contractor providing an opportunity to present any valid objection to the offset.

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ARTICLE 6 – FINANCIAL REPORTING

6.1 Bimonthly Fiscal Reports

Contractor shall complete and submit to CSD a bimonthly CSBG CAA Expenditure/Activity Report by entry into the web-based Expenditure Activity Reporting System (EARS) on or before the twentieth (20th) calendar day following the report period, regardless of the amount of expenditure(s) in the report period.

6.2 Close-Out Report

A. Within thirty (30) calendar days after the expiration of the contract or when all funds have been fully expended under this agreement, Contractor shall submit a final programmatic report, using form CSD 626FR – Final Report. The Final report should be submitted electronically to the CSBG Division Inbox at csbgdiv@csd.ca.gov with a copy to your assigned Field Representative.

B. Final expenditures must be submitted by entry onto EARS.

C. All adjustments must reflect the actual expenditure period and be submitted by entry onto EARS.

D. Subsequent payments for expenditures under any open CSBG contract and the issuance of other CSD contracts shall be contingent upon timely submission of the closeout report.

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Subpart C – Programmatic Requirements

ARTICLE 7 –Programmatic Provisions and Reporting

7.1 Fair Hearing for Denial of Client Benefits by Contractor

A. Pursuant to Title 22 of the California Code of Regulations, Section 100751, as amended, Contractor shall advise individuals who have been denied assistance under a program funded by this Agreement of their right to appeal to CSD for a fair hearing within twenty (20) days from the denial of assistance.

B. Within five (5) working days of receipt of an appeal from a client, CSD's Fair Hearings Officer shall schedule an administrative hearing to be conducted no later than thirty (30) calendar days from the receipt of the request.

C. The client may withdraw the appeal/request for fair hearing at any time during the appeal process by providing written, email, or telephonic notice to CSD. Telephonic notice of withdrawal must be confirmed in writing by the Fair Hearings Officer or designated CSD staff.

7.2 Programmatic Reporting

A. Submission of Required Plans/Reports

Contractor shall submit the CSD 626 Work Plan/Final Report as a contract deliverable with the returned contract by the date specified on the contract cover letter.

B. Close-Out

Contractor shall submit a final CSD 626FR no later than 30 days after the end of the contract term. The final report will include data on outcomes and accomplishments. The final CSD 626FR shall be submitted via email to csbgdiv@csd.ca.gov, and to the Filed Representative.

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Subpart D – Compliance Requirements

ARTICLE 8 – COMPLIANCE POLICIES AND PROCEDURES

8.1 Right to Monitor, Audit and Investigate

A. Any duly authorized representative of the federal or State government, which includes but is not limited to the State Auditor, CSD Staff, and any entity selected by CSD to perform inspections, shall have the right to monitor and audit Contractor and all subcontractors providing services under this Agreement through on-site inspections, audits, and other applicable means the State determines necessary.

B. Contractor shall make available all reasonable information necessary to substantiate that expenditures under this agreement are allowable and allocable, including, but not limited to books, documents, papers, and records. Contractor shall agree to make such information available to the federal government, the State, or any of their duly authorized representatives including representatives of the entity selected by CSD to perform inspections, for examination, copying, or mechanical reproduction, on or off the premises of the appropriate entity upon a reasonable request.

C. Any duly authorized representative of the federal or State government shall have the right to undertake investigations in accordance with 42 U.S.C. §9901 *et seq.*, as amended.

D. All agreements entered into by Contractor with audit firms for purposes of conducting independent audits under this Agreement shall contain a clause permitting any duly authorized representative of the federal or State government access to the working papers of said audit firm(s).

8.2 Compliance Monitoring

A. Contractor's and CSD's Shared Responsibilities for Federal Funds

1. As the recipient of federal CSBG funds under this Agreement, Contractor is responsible for substantiating that all costs claimed under this Agreement are allowable and allocable under all applicable federal and State laws, and for tracing all costs to the level of expenditure.

2. As the State CSBG administrator, CSD must conduct onsite and follow-up monitoring, and other audits/reviews as necessary, to ensure that:

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a. Contractor meets federal and state performance goals, administrative and financial management standards, and other requirements applicable to CSBG-funded programs; and,

b. Funds allocated to Contractor are expended for the purposes identified in federal and State CSBG law for allowable and allocable costs in accordance with federal OMB requirements.

B. CSD shall provide Contractor reasonable advance written notice of on-site monitoring reviews of Contractor's program or fiscal performance. Contractor shall cooperate with CSD program and audit staff and other representatives, and provide access to all programs, records, documents, resources, personnel, inventory, and other things reasonably related to the administration and implementation of the services and activities funded directly or indirectly by this Agreement.

C. In the event CSD determines that Contractor is not in compliance with material or other legal requirements of this Agreement, CSD shall provide Contractor with observations, recommendations, and/or findings of noncompliance in writing, along with specific action plans for correcting the noncompliance.

D. Collection of Disallowed Costs

1. In the event questioned costs are identified in a final decision on cost disallowance issued by CSD, Contractor shall comply with any demand for repayment, as specified in such final report.

2. *Time for response.* Contractor shall have no less than 30 days from receipt of the final decision to tender payment to CSD or, alternatively, to provide CSD with complete and accurate information or documentary evidence in support of the allowability of questioned costs.

3. *Notice after review of further supporting evidence.* If Contractor challenges questioned costs and submits complete and accurate information or documentary evidence in support of the allowability of questioned costs as provided above in subparagraph 2, CSD shall, after consideration of Contractor's submission, accordingly issue a revised Notice of Disallowed Costs, if any, no later than 30 days after receipt of Contractor's information or documentation. Contractor shall have 15 days from receipt of such Notice to tender payment or a repayment plan acceptable to CSD. In the alternative, Contractor may request a hearing in accordance with Article 9.4, paragraph D, subparagraph 6 of this

Agreement, for CSD's final determination of disallowed costs.

4. All statements, notices, responses and demands issued in accordance with this paragraph shall be in writing.

5. CSD may, at its discretion, reasonably extend the time periods allowed for responses specified in this paragraph.

8.3 Auditing Standards and Reports

A. Auditing Standards

1. *Applicability of new OMB "Supercircular" audit provisions.* The standards set forth in this Article (8.3 – Auditing Standards and Reports) reflect the updated audit requirements as set forth in 2 CFR §200.500 *et seq.* These requirements shall apply to audits of agencies with fiscal years beginning on or after December 26, 2014. Agencies with fiscal years beginning prior to this date may continue to follow the requirements set forth in OMB A-133.

2. *Supplemental Audit Guide.* In addition to the applicable audit requirements specified above, Contractor must follow the most current CSD Supplemental Audit Guide, incorporated into this Agreement by reference and attached herein under Part II, Subpart H. The Supplemental Audit Guide may be accessed at http://providers.csd.ca.gov.

B. Audit Reports

1. Funds provided under this Agreement shall be included in an audit conducted in accordance with the provisions of 2 CFR Subpart F – Audit Requirements §200.500-521, standards promulgated by the American Institute of Certified Public Accountants (AICPA), and those standards included in "Government Auditing Standards, December 2011 Revision, as amended."

2. *Organizations below audit threshold.* Contractors falling below the federal funding threshold that mandates a single agency-wide audit may be subject to an audit and/or other fiscal- or program-specific review conducted by CSD or its agents, upon thirty (30) days written notice.

3. The financial and compliance audit report shall contain the following supplementary financial information: a combined statement of revenue and expenditures for each contract that presents, by budget line item,

revenue and expenditures for the audit period and a description of the methodology used to allocate and claim indirect costs and any administrative cost pools.

C. *Submission of Audit Reports.* Contractor shall submit to CSD one (1) printed copy and one (1) electronic copy of the required audit report(s) and any management letter(s) issued by the accountant, within nine (9) months of the end of the Contractor's fiscal year.

D. If Contractor's independent auditor is unable to meet the above deadline, the Contractor shall submit to CSD Audit Services Unit a written request for an extension, which includes a copy of a letter from the independent auditor explaining the anticipated delay. CSD may grant an extension not to exceed thirty (30) calendar days from the original due date. The audit report(s) and all supplemental financial information must be submitted to the following addresses:

Electronic copy:
audits@csd.ca.gov.

Printed copy:
Department of Community Services and Development
Attention: Audit Services Unit
2389 Gateway Oaks Drive, Suite 100
Sacramento, CA 95833

In accordance with the guidelines of the Division of Audits of the California State Controller's Office (SCO), if Contractor is a local government agency, additional copies of the audit report must be submitted to the following address:

State Controller's Office
Division of Audits
300 Capitol Mall, Fifth Floor
Sacramento, CA 95814

E. In the event that an agency fails to comply with the audit requirements under this section, CSD may impose sanctions as provided in 2 CFR §200.338 - *Remedies for noncompliance*, which may include:

1. Temporarily withholding cash payments pending correction of the deficiency or more severe enforcement action by the Federal awarding agency or pass-through entity;

2. Disallowing all or part of the cost of the activity or action not in compliance;

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3. Wholly or partly suspending or terminating the federal awards;

4. Recommending that suspension or debarment proceedings (as authorized under 2 CFR part 180 and Federal awarding agency regulations) be initiated by the Federal awarding agency;

5. Withholding further federal awards for the project or program; and/or

6. Taking other remedies that may be legally available.

F. Collection of Disallowed Costs

1. In the event questioned costs are identified in Contractor's single audit report or in the report of other audit conducted by, or on behalf of, CSD in connection with the implementation of this Agreement, Contractor shall comply with any demand for repayment made, as specified in the Audit Transmittal Report (TR) or other audit repayment demand document.

2. Contractor shall have no less than 30 days from receipt of the TR or comparable document to tender payment to CSD or, alternatively, to provide CSD with complete and accurate information or documentary evidence in support of the allowability of questioned costs.

3. If Contractor challenges questioned costs and submits complete and accurate information or documentary evidence in support of the allowability of questioned costs as provided in subparagraph 2, CSD shall, after consideration of Contractor's submission, issue a Notice of Disallowed Costs, if any are determined to be owing, no later than 30 days after receipt of Contractor's information or documentation. Contractor shall have 15 days from receipt of such Notice to tender payment or a repayment plan acceptable to CSD. In the alternative, Contractor may request a hearing in accordance with Article 9.4, paragraph D, subparagraph 6 of this Agreement, for CSD's final determination of disallowed costs.

4. All statements, notices, responses and demands issued in accordance with this paragraph shall be in writing.

5. CSD may, at its discretion, reasonably extend the time periods allowed for responses specified in this paragraph.

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8.4 Enforcement Actions Resulting from Noncompliance with this Agreement

A. Legal Authority

The authority for CSD Enforcement Actions, as defined in paragraph B, for cost disallowances/ recovery of misused funds, and for de-designation of eligible entity status (collectively "Enforcement Process") is found in the federal CSBG Act (42 U.S.C. 9901, et. seq.), in Office of Management and Budget (OMB) Circulars, and in state regulations, with particular reference to 22 CCR 100780. In order to facilitate compliance with the cited authorities, the parties to this Agreement agree that the present article shall: 1) guide, inform and clarify the Enforcement Process; 2) establish the procedures to be followed; and 3) establish the rights and obligations of the parties with respect to the enforcement process, for purposes of implementing the principles set out in the applicable legal authorities.

B. Definitions

1. *Enforcement action.* For purposes of this Article, 'enforcement action' shall refer to official steps taken by CSD in response to material breaches of this Agreement and/or Contractor's inability to fulfill contractual obligations of the Agreement due to serious financial instability or insolvency. Enforcement actions may include any of the following: a) 'High Risk' designation; b) a determination of cost disallowance; c) contract suspension; d) contract termination; or e) termination of Contractor's designation as eligible entity.

2. *High Risk designation* refers to the status of a Contractor which, due to material breach/failure to fulfill contractual obligations and/or serious financial instability, is subject to enforcement action(s) that may include imposition of special conditions and/or sanctions designed to allow for continued performance of the Agreement within the conditions/sanctions imposed, or other actions deemed necessary to safeguard public funds.

3. *Material breach* means any act or omission by Contractor that is in contravention or disregard of Contractor's duties and obligations under the terms of this Agreement and under applicable State and federal law, which act or omission:

   a. constitutes fraud or gross negligence by Contractor or its agent(s);

b. is likely to result in significant waste and/or abuse of federal funds;

c. has a significant adverse impact on Contractor's ability to meet its administrative, financial, or programmatic duties and obligations over the term of the contract or a significant portion thereof;

d. violates or otherwise disregards significant program guidance and other requirements of the Federal Government, whether issued directly or through CSD;

e. may have serious adverse effects and consequences on the Contractor's customers, employees, subcontractors, creditors, suppliers, vendors, or other stakeholders; OR

f. may otherwise significantly and adversely affect the viability, effectiveness, or integrity of the program.

C. Initiation of Enforcement Action

1. *Grounds for enforcement action.* If CSD determines that Contractor has not complied with the requirements of this Agreement and that Contractor's noncompliance constitutes a material breach of the Agreement, or if CSD determines that Contractor's financial condition is so unstable and tenuous that its ability to implement this Agreement is seriously compromised, CSD may initiate an enforcement action.

2. *Notice of High-Risk designation.* To initiate an enforcement action, CSD must provide Contractor with written Notice of High Risk designation, setting forth: 1) the factual and legal basis for the determination of noncompliance, upon which the High Risk designation is based; 2) the corrective action(s) required; and 3) the date by which they must be taken and completed.

D. Special Conditions and Sanctions

1. CSD may impose Special Conditions and/or Sanctions upon a determination that such steps are reasonably necessary to address acute financial instability or a material breach, as defined above. Imposition of Special Condition(s) and/or Sanction(s) shall be in writing and shall become effective on the date specified in the notice. Such notices must contain the following information:

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a. The nature of the Special Condition(s) and/or Sanction(s) being imposed;

b. The reason(s) for imposing Special Condition(s) and/or Sanction(s); and

c. The corrective actions that must be taken and the time allowed for completing them before CSD removes the Special Condition(s) and/or Sanction(s).

2. Special Conditions may include, but are not limited to:

a. requiring Contractor to obtain training and/or technical assistance;

b. imposition of special or additional reporting requirements;

c. special or conditional cost reimbursement requirements and procedures;

d. provision of documentation by Contractor; and/or

e. requiring Contractor to amend or modify systems, procedures, and/or policies;

3. Sanctions may include, but are not limited to:

a. suspension of advances and/or reimbursements; and/or

b. issuance of notices to suspend operations.

4. Sanctions may not be imposed without a hearing being first held in accordance with applicable regulations, *unless* CSD reasonably determines, based on credible information, that:

a. substantial sums to be paid to Contractor have been or will be used in violation of law or the provisions of this Agreement, and/or

b. associated costs are otherwise very likely to be disallowed; and

c. taxpayer dollars are at significant risk and are unlikely to be recovered if Sanctions are not immediately imposed.

5. Procedures for Review of Special Conditions and/or Sanctions

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a. If Contractor wishes to contest the imposition of Special Conditions and/or Sanctions, Contractor shall have five working days following receipt of a Notice of Enforcement Action in which

to show cause, in writing, why the Special Conditions or Sanctions should not be imposed.

b. CSD shall have five working days following receipt of Contractor's response to accept or reject Contractor's objection and to state in writing the consequences of the decision and Contractor's obligations going forward, if any.

c. *Informal meeting.* Within five days of receipt of a Notice of Enforcement Action, Contractor may request an informal meeting for the parties to consider the matters addressed in the Notice and to discuss alternative courses of action, which meeting CSD may agree to if, in its sole judgment, it determines that the meeting would be helpful to the process, can be held expeditiously, and will not cause undue delay or further jeopardize taxpayer dollars.

d. Contractor may, at any time, request in writing that CSD initiate the contract suspension or contract termination processes, to include the requisite hearings, as set out in applicable federal and State law, with particular reference to 22 CCR 100780.

e. Should Contractor fail to show cause as to why the Enforcement Action should not go forward, or should Contractor fail to request that CSD initiate either the contract suspension or termination processes, CSD may initiate such action at its own discretion.

f. Special conditions and sanctions shall remain in effect until the hearing procedure is completed, provided, with respect to sanctions, CSD reasonably determines that subparagraph 5.c. applies.

E. Enforcement Action Cost Disallowance

1. *Statement of Questioned Costs.* If CSD determines that Contractor's non-compliance has resulted in questioned costs, CSD shall provide Contractor with a Statement of Questioned Costs along with the Notice of Enforcement Action, or at such later time in the enforcement process as questioned costs are identified.

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2. Statements of Questioned Costs shall include, at minimum:

   a. Particular item(s) of cost questioned and the specified amount(s) by type or category of costs;

   b. Factual basis for questioning costs, and the information and/ or documentation required to justify payment of the costs; and

   c. Timeframe and procedures for Contractor's submission of the required information or documentation to CSD.

3. *Investigative audits and reports.* If CSD determines that more information is required before a Statement of Questioned Costs can be issued or before a final determination of cost disallowance can be made, CSD may conduct an investigative audit of Contractor's records, files and books of account, or retain an audit firm for such purpose. Contractor agrees to cooperate fully in any audit conducted and to ensure that Contractor's agents, accountants and subcontractors cooperate in the performance of such audit. A report of any audit conducted shall be shared with Contractor, who shall be given ample opportunity to respond to findings and to submit information and documentation in support of the response.

4. *Effect of non-cooperation with investigative audits.* If Contractor fails to cooperate in the conduct of an audit initiated pursuant to subparagraph D.3, above, CSD may a) impose sanctions as provided in subparagraph C. 4., and/or b) issue a Notice of Disallowed Costs as determined appropriate.

5. *Notice of Disallowed Costs.* If CSD determines that further information and/or documentation provided by Contractor has not fully addressed or resolved any outstanding issues of questioned costs, CSD shall issue a Notice of Disallowed Costs, which notice shall include:

   a. the amount of disallowed costs to be repaid, if any; and

   b. the date by which repayment must be made or, in the alternative,

   c. the date by which Contractor must submit a proposed repayment plan for consideration by CSD.

6. *Right to dispute Notice.* Not later than five (5) working days after receipt of a Notice of Disallowed Costs, Contractor may request a hearing disputing the Notice or statements made therein. The hearing shall be

conducted in accordance with the procedures set out in 22 CCR 100780, for the purpose of adjudicating the matter of cost disallowance; however, either Contractor or CSD may opt to adjudicate other pending enforcement action matters, as provided in subparagraph C.6.d. of this section, in a combined proceeding.

7. *Waiver of right to dispute.* If Contractor declines to request a hearing to adjudicate cost disallowance, or neglects to submit a request as provided above in subparagraph 6, the Notice of Disallowed Costs shall be deemed final and Contractor shall be obligated to comply with the requirements of the Notice.

8. Contractor will be deemed to have complied with a Notice of Disallowed Costs when CSD receives full repayment of outstanding disallowed amount(s), or when CSD formally approves a repayment plan. In reviewing Contractor's repayment plan, CSD shall take into consideration such factors as, but not limited to:

   a. federal requirements or conditions applicable to the grant(s) under which the disallowed costs were funded;

   b. the exigencies of the grant program and CSD's ability to reallocate the funds repaid or otherwise dispose of the funds in accordance with applicable law;

   c. the risk of being unable to recover funding and the options for securing Contractor's repayment obligation; and

   d. Contractor's financial condition and ability to pay.

F. *Removal of High-Risk designation.* Contractor shall remain on High Risk until CSD reasonably determines that Contractor has complied with the requirements of the Notice of High Risk Designation, including verification by CSD that corrective measures have been implemented, that all conditions have been met and that disallowed costs have been repaid or, alternatively, that CSD has deemed Contractor's repayment plan to be acceptable and Contractor has demonstrated it is in compliance with the plan.

G. *Further enforcement action.* In the event Contractor's non-compliance with the terms and conditions of this Agreement are not remedied through imposition of special conditions, and/or sanctions, thereby enabling CSD to remove High Risk designation, CSD may initiate further Enforcement Actions involving Contract Suspension, Contract Termination and Termination of Contractor's designation as

eligible entity, which shall be initiated and conducted in accordance with the applicable provisions found in 22 CCR 100780 and other applicable State and federal statutes and regulations.

H. *Contractor's status during federal review period.* The final decision with respect to any enforcement action which involves contract termination, cost disallowance, a denial of refunding, and/ or de-designation of an eligible entity shall become

effective upon completion of the applicable federal review, if initiated by Contractor, and in compliance with appeal requirements pursuant to Section 676A of the Community Services Block Grant Act, (42 USC 9905A), *except* that Special Conditions and Sanctions shall remain in force during the course of any federal review and appeal, and no new contracts or amendments will be executed during the federal review and appeal process.

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Subpart E – Certifications and Assurances

ARTICLE 9 – FEDERAL AND STATE POLICY PROVISIONS

9.1 Certifications

A. Contractor's signature affixed hereon shall constitute a certification that to the best of its ability and knowledge it will comply with the provisions set forth in the following:

1. Drug Free Workplace Requirements Contract Certification Clause (CCC 307)
2. National Labor Relations Board Certification (CCC 307)
3. Expatriate Corporations (CCC 307)
4. Domestic Partners (CCC 307)
5. Amendment for Change of Agency Name (CCC 307)
6. Resolution (CCC 307)
7. Air and Water Pollution Violation (CCC-307)
8. Information Integrity and Security (Department of Finance, Budget Letter 04-35)
9. Safeguarding Against and Responding to a Breach of Security Involving Personal Information (Department of General Services, Management Memo 08-11)

B. The above documents are hereby incorporated by reference into this Agreement. To access these documents, please visit http://providers.csd.ca.gov/.

9.2 Federal Certification regarding debarment, suspension and related matters

Contractor hereby certifies to the best of its knowledge that it, any of its officers, or any subcontractor(s):

A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.

B. Have not within a three (3) year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or State antitrust statutes; commission of embezzlement, theft, forgery, or bribery; falsification or destruction of records; making false statements; or receiving stolen property.

C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph B of this certification.

D. Have not, within a three (3) year period preceding this Agreement, had one or more public (federal, state, or local) transactions terminated for cause or default.

E. If any of the above conditions are true for the Contractor, any of its officers, or any subcontractor(s), Contractor shall describe such condition(s) in writing and submit this information to CSD with the other forms Contractor must complete and return prior to CSD's execution of this Agreement. Based on the description, CSD in its discretion may decline to execute this Agreement or set further conditions of this Agreement. In the event any of the above conditions are true and not disclosed by Contractor, it shall be deemed a material breach of this Agreement, and CSD may terminate this Agreement for cause immediately pursuant to the termination provisions of State and federal law governing the CSBG program.

F. As provided in Article 4.10 B, of this Agreement, Contractor must certify in writing to the best of its knowledge that any subcontractor(s) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.

9.3 Affirmative Action Compliance

A. Each Contractor or subcontractor with 50 or more employees and an agreement of $50,000 or more shall be required to develop a written Affirmative Action Compliance Program.

B. The written program shall follow the guidelines set forth in Title 41 CFR Section 60 1.40, Sections 60 2.10 through 60 2.32, Sections 60 250.1 through 60 250.33, and Sections 60 741.4 through 60 741.32.

C. Each Contractor or subcontractor with less than 50 employees shall comply with Section 202 of Part II of Executive Order 11246, as amended by Executive Order 11375. Contractor shall ensure that subcontractors falling within the scope of this provision shall comply in full with the requirements thereof.

9.4 Nondiscrimination Compliance

A. Contractor's signature affixed hereon shall constitute a certification that to the best of its ability and knowledge will, unless exempted, comply with the nondiscrimination program requirements set forth in this section.

B. Contractor hereby certifies compliance with the following:

1. Federal Executive Order 11246, as amended by Executive Order 11375, relating to equal employment opportunity.

2. Title VI and Title VII of the Civil Rights Act of 1964, as amended.

3. Rehabilitation Act of 1973, as amended.

4. Vietnam Era Veterans Readjustment Assistance Act of 1972, as amended.

5. Title 41, Code of Federal Regulations (CFR), Chapter 60, Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, as amended.

6. Public Law 101 336, Americans with Disabilities Act of 1990, as amended.

9.5 Specific Assurances

A. Pro-Children Act of 1994

1. This Agreement incorporates by reference all provisions set forth in Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act).

2. Contractor further agrees that the above language will be included in any subcontracts that contain provisions for children's services and that all subcontractors shall certify compliance accordingly. For detailed explanation, see http://providers.csd.ca.gov/.

STANDARD AGREEMENT
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3. This Agreement incorporates by reference all provisions set forth in the Child Support Services and Referrals (Section 678 (b) 1998 CSBG Reauthorization Act)." For detailed explanation, see http://providers.csd.ca.gov/.

B. American-Made Equipment/Products

Contractor shall assure, pursuant to Public Law 103 333, Section 507, to the extent practicable, that all equipment and products purchased with funds made available under this Agreement shall be American made.

C. Federal and State Occupational Safety and Health Statutes

Contractor assures that it shall be in compliance with the provisions as set forth in Federal and State Occupational Safety and Health Statutes; the California Safe Drinking Water and Toxic Enforcement Act of 1986; Universal Waste Rule (Hazardous Waste Management System: Modification of the Hazardous Waste Recycling Regulatory Program); Final Rule; and Workers' Compensation laws.

D. Political Activities

1. Contractor shall refrain from all political activities if such activities involve the use of any funds that are the subject of this Agreement.

2. Contractor is prohibited from any activity that is designed to provide voters or prospective voters with transportation to the polls or to provide similar assistance in connection with an election if such activities involve the use of any funds that are subject to this Agreement.

E. Lobbying Activities

1. Contractor shall refrain from all lobbying activities if such activities involve the use of any funds that are the subject of this Agreement or any other fund, programs, projects, or activities that flow from this Agreement.

2. If Contractor engages in lobbying activities, Contractor shall complete, sign and date the CERTIFICATION REGARDING LOBBYING/DISCLOSURE OF LOBBYING ACTIVITIES, Attachment __, as required by the U.S. Department of Health and Human Services under 45 CFR Part 93.

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9.6 Commercial and Government Entity (CAGE) Identification Code and Data Universal Numbering System (DUNS) Requirements

Contractor shall provide to CSD proof of an active nine-digit Data Universal Numbering System (DUNS) number and a five-character Commercial and Governmental Entity (CAGE) identification code as a prerequisite to execution of this Agreement. To obtain authentication of the CAGE and DUNS number, print and submit verification from the Systems for Award Management website at https://www.sam.gov/portal/public/SAM/.

STANDARD AGREEMENT
PARTS I & II – ENTIRE CONTRACT

Subpart F – State Contracting Requirements

ARTICLE 10 – GENERAL TERMS AND CONDITIONS - GTC 610

10.1 APPROVAL
This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.

10.2 AMENDMENT
No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

10.3 ASSIGNMENT
This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

10.4 AUDIT
Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

10.5 INDEMNIFICATION
Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.

10.6 DISPUTES
Contractor shall continue with the responsibilities under this Agreement during any dispute.

STANDARD AGREEMENT
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10.7 TERMINATION FOR CAUSE
The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

10.8 INDEPENDENT CONTRACTOR
Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

10.9 RECYCLING CERTIFICATION
Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10.10 NON-DISCRIMINATION CLAUSE
During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

STANDARD AGREEMENT
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10.11 CERTIFICATION CLAUSES
The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 307 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

10.12 TIMELINESS
Time is of the essence in this Agreement.

10.13 COMPENSATION
The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

10.14 GOVERNING LAW
This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

10.15 ANTITRUST CLAIMS
The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below:

A. The Government Code Chapter on Antitrust claims contains the following definitions:

1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

B. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

C. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

D. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

10.16 CHILD SUPPORT COMPLIANCE ACT

For any Agreement in excess of $100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

A. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

B. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

10.17 UNENFORCEABLE PROVISION
In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

10.18 PRIORITY HIRING CONSIDERATIONS
If this Contract includes services in excess of $200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code §11200 in accordance with Pub. Contract Code §10353.

STANDARD AGREEMENT
PARTS I & II – ENTIRE CONTRACT

10.19 SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS

A. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code §14841.)

B. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code §999.5(d); Govt. Code §14841.)

10.20 LOSS LEADER

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

STANDARD AGREEMENT
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Subpart G – Definitions

All terms used in this Agreement shall be defined as stated in applicable federal and state statutes and regulations (42 U.S.C. § 9902; CA Govt. Code §12730; 45 C.F.R. Part 96 and 22 C.C.R. § 100601). The following terms shall be more specifically defined for purposes of this Agreement, insofar as the definition accords with federal and state law, as follows:

Agreement:	The complete contents of this contract entered into by and between the CSD and Contractor, including all rights, duties, and obligations whether expressed or implied required toward the legal performance of the terms hereof, and including all documents expressly incorporated by reference.
Amendment:	A formal change to the Agreement of a material nature including but not limited to the term, scope of work, or name change of one of the Parties, or a change of the maximum amount of this Agreement.
Authorized Agent:	The duly authorized representative of the Board of Directors of Contractor, and the duly elected or appointed, qualified, and acting officer of the State. In the case of Contractor, the State shall be in receipt of a board resolution affirming the agent's representative capacity to bind Contractor to the terms of this Agreement.
Board of Directors:	For the purposes of a private nonprofit Community Action Agency, Board of Directors refers to the tripartite board as mandated by 42 U.S.C. § 9910 and Government Code § 12751. For the purposes of a publicly governed Community Action Agency, Board of Directors refers to the tripartite advisory/ administering board that is mandated by 42 U.S.C. § 9910 and California Government Code § 12752.1 and established by the political subdivision or local government.
Community Action Agency:	A public or private nonprofit agency that fulfills all requirements of Government Code § 12750.
Contractor:	The entity (partnership, corporation, association, agency, or individual) designated on the face sheet (STD 213) of this Agreement.
CSD:	The State of California Department of Community Services and Development.

STANDARD AGREEMENT
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Equipment:	An article of nonexpendable, tangible personal property having a useful life of more than one year and an acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-profit organization for financial statement purposes, or $5000.
Limited Purpose Agency (LPA):	A community-based nonprofit organization without a tripartite board, as defined in California Government Code § 12775 and 42 U.S.C. § 9921.
Maximum Amount:	The dollar amount reflected on line 3 of the face sheet (STD 213) of this Agreement.
Modification:	An immaterial change to this Agreement that does not require an Amendment.
Native American Indian program (NAI):	A tribal or other Native American Indian organization in an urban or rural off-reservation area, as defined in California Government Code § 12772, such as an Indian nonprofit organization, which meets the criteria of 'eligible entity' as defined in subdivision (g) of § 12730. An NAI may be considered a 'public organization' for purposes of tripartite board requirements or other mechanisms of governance in accordance with 42 U.S.C. § 9910(b).
Parties:	CSD on behalf of the State of California, and the Contractor.
Program:	The Community Services Block Grant (CSBG) Program, 42 USC §§ 9901 et seq., as amended.
State:	The State of California Department of Community Services and Development.
Subcontractor:	An entity (partnership, tribe, corporation, association, agency, or individual) that enters into a separate contract or agreement with Contractor to fulfill direct program or administrative tasks in support of this Agreement.
Subcontract:	A separate contract or agreement entered into by and between Contractor and Subcontractor to fulfill direct program or administrative tasks in support of this Agreement.

STANDARD AGREEMENT
PARTS I & II – ENTIRE CONTRACT

Subpart H – Table of Forms and Attachments

H.1. Forms (to be returned with signed contract):

A. 627 Budget Series (Forms):

1. CSD 627 CSBG Contract Budget Summary
2. CSD 627A CSBG Budget Support Personnel Cost
3. CSD 627B CSBG Budget Support Non-Personnel Cost
4. CSD 627C CSBG Contract Budget Narrative

B. CSD 626 Workplan

C. Certification Regarding Lobbying/Disclosure of Lobbying Activities

H.2. The following documents are hereby incorporated by this reference:

Attachment A: Supplemental Audit Guide

State of California
DEPARTMENT OF COMMUNITY SERVICES AND DEVELOPMENT
Discretionary Grant Work Plan/Final Report
CSD 626 (Rev. 3/2019)

☐ Work Plan
☐ Final Report

Agency Name:	Agency/Project Representative:
Contract Number:	Contract Term:
Email:	Telephone Number: ( )
Date:	Signature:

Work Plan *(Please provide all information requested)*

Project Name:	
Project Domain *(Select one domain from the list below that aligns with your project. Domains align with the annual report).*	**Project Type** *(Select one project type that best fits your project. Note: ,A response isn't required if you selected Agency Capacity Building in the "Project Domain" section).*
☐ Employment ☐ Education and Cognitive Development ☐ Income and Asset Building ☐ Housing ☐ Health and Social Behavioral Development ☐ Civic Engagement and Community Involvement ☐ Agency Capacity Building ☐ Strategic Planning ☐ Data Management and Reporting ☐ Software/IT ☐ Grant/Resource Development	☐ New Program ☐ Program Expansion of an existing program ☐ Program Enhancement such as improving services

Projected Activities/Services to be performed:
Expected Outcome(s) to be achieved *(included the projected number of participants to be served):*
Provide a brief timeline of the project activities *(include start date, key milestones, and end date)*:

State of California
DEPARTMENT OF COMMUNITY SERVICES AND DEVELOPMENT
Discretionary Grant Work Plan/Final Report
CSD 626 (Rev. 3/2019)

☐ Work Plan
☐ Final Report

FISCAL SPENDING PLAN

Fiscal Spending Plan

Enter your proposed expenditure plan below. For each bimonthly reporting period, enter the percentage of your expected expenses in the % Expended row. For planning purposes, enter the "Year-to-date (YTD)" expected expenditures in the YTD % row *(as a cumulative percentage)* for each period. The expected expenditures should reflect your project timeline; as the YTD % row can reach 100% before the end of the contract term.

Reporting Period	June-July	Aug-Sept	Oct-Nov	Dec-Jan 2020	Feb-Mar	Apr-May
% Expended						
YTD % Expended						

Advance Payments

Per contract Agreement, contractors are allowed up to a 25% advance of the total discretionary allocation. Contractors are required to submit a written request to CSD. **Will your agency submit a written request for an advance?**
☐ Yes ☐ No

FINAL REPORT

(The Final Report shall be completed and submitted to CSD no later than 30 days after the contract term or upon completion of the project.)

Activities/Services:

Actual Outcome(s) Achieved (*include the number of participants who achieved the outcome*)**:**

Success Story (*include if applicable, attach additional sheets as necessary*)**:**

CSD Use Only

Date Received by Field Representative: _____ **Date Application Accepted:** _____

State of California
DEPARTMENT OF COMMUNITY SERVICES AND DEVELOPMENT
CSBG Discretionary (Disc.) Contract Budget Summary
CSD 627 (Rev. 01/13)

CSBG DISCRETIONARY (Disc.) CONTRACT BUDGET SUMMARY

Contractor Name:	Contract Number:	Contract Amount:
Prepared By:	Contract Term:	Amendment #:
Telephone #:	Fax Number:	
Date:	E-mail Address:	

SECTION 10: ADMINISTRATIVE COSTS

	Line Item	CSBG Disc. Funds (rounded to the nearest dollar)
1	Salaries and Wages	
2	Fringe Benefits	
3	Operating Expenses	
4	Equipment	
5	Out-of-State Travel	
6	Contract/Consultant Services	
7	Other Costs	
Subtotal Section 10: Administrative Costs (cannot exceed 12% of the total CSBG Disc. allocation in Section 40)		

SECTION 20: PROGRAM COSTS

	Line Item	CSBG Disc. Funds (rounded to the nearest dollar)
1	Salaries and Wages	
2	Fringe Benefits	
3	Operating Expenses	
4	Equipment	
5	Out-of-State Travel	
6	Subcontractor/Consultant Services	
7	Other Costs	
	Subtotal Section 20: Program Costs	
SECTION 40: Total CSBG Disc. Budget Amount (Sum of Subtotal Sections 10 and 20)		
SECTION 70: Enter "Other Agency Operationg Funds used to Support CSBG Disc." (INFORMATION ONLY)		
SECTION 80: Agency Total CSBG Discretionary Operating Budget (Sum of Section 40 and 70) (INFORMATION ONLY)		
SECTION 90: CSBG Funds Administrative Percent (Section 10 divided by Section 40)		

State of California
DEPARTMENT OF COMMUNITY SERVICES AND DEVELOPMENT
CSBG Discretionary (Disc.) Budget Support -- Personnel Costs
CSD 627A (Rev. 01/13)

CSBG DISCRETIONARY (Disc.) BUDGET SUPPORT -- PERSONNEL COSTS

Contractor Name:	Contract Number:	Contract Amount:
Prepared By:	Contract Term:	Amendment #:
Telephone #:	Fax Number:	
Date:	E-mail Address:	

Section 10 -- ADMINISTRATIVE COSTS -- SALARIES AND WAGES

A No. of Positions	B Position Title	C Total Salary for each position	D Percent (%) of CSBG Disc. time allocated for each position	E Number of CSBG Disc. months allocated for each position	F Total CSBG Disc. Funds budgeted for each position
Total (must match Section 10: Administrative Costs line item 1 on the CSD 627 Budget Summary form)					

SECTION 20 -- PROGRAM COSTS -- SALARIES AND WAGES

Total (must match Section 20: Program Costs line item 1 on the CSD 627 Budget Summary form)					

FRINGE BENEFITS

Enter description of Fringe Benefits. Please include the percentage of Salaries and Wages paid in Benefits. (Examples: FICA, SSI, Health Ins., Workers Comp. Etc.)	Percentage	Section 10 Administrative Costs List CSBG Disc. funds Budgeted Line 2	Section 20 Program Costs List CSBG Disc. funds Budgeted Line 2
TOTAL MUST MATCH THE AMOUNT ENTERED ON CSD 627 (BUDGET SUMMARY)			

State of California
DEPARTMENT OF COMMUNITY SERVICES AND DEVELOPMENT
CSBG Discretionary (Disc.) Budget Support -- Non Personnel Costs
CSD 627B (Rev. 01/13)

CSBG DISCRETIONARY (Disc.) BUDGET SUPPORT -- NON PERSONNEL COSTS

Contractor Name:	Contract Number:	Contract Amount:
Prepared By:	Contract Term:	Amendment #:
Telephone #:	Fax Number:	
Date:	E-mail Address:	

Hit Alt & Enter at the same time to begin a new line or paragraph within the cell.

LIST EACH LINE ITEM Totals must match CSD 627 Budget Summary form Attach additional sheet(s) if necessary	**CSBG Discretionary**	
	Section 10 Administrative Costs	**Section 20 Program Costs**
List all Operating Expenses	3 *sum should equal total on line item 3 of CSD 627 Budget Summary form*	3 *sum should equal total on line item 3 of CSD 627 Budget Summary form*
List all Equipment Purchases	4 *sum should equal total on line item 4 of CSD 627 Budget Summary form*	4 *sum should equal total on line item 4 of CSD 627 Budget Summary form*
List all Out-of-State Travel:*Name of conference; Specify location; Cost per trip*	5 *sum should equal total on line item 5 of CSD 627 Budget Summary form*	5 *sum should equal total on line item 5 of CSD 627 Budget Summary form*
List all Contract/Consultant Services	6 *sum should equal total on line item 6 of CSD 627 Budget Summary form*	
List all Subcontractor/Consultant Services		6 *sum should equal total on line item 6 of CSD 627 Budget Summary form*
Other Costs - List each line item (i - iv): *Any additional Other Costs (attach additional sheet if necessary):*	**Section 10 Administrative Costs**	**Section 20 Program Cost**
i		
ii		
iii		
iv		
Total Other Costs (Sum of i, ii, iii, iv):	7 *sum should equal total on line item 7 of CSD 627 Budget Summary form*	7 *sum should equal total on line item 7 of CSD 627 Budget Summary form*

CSBG DISCRETIONARY (Disc.) CONTRACT BUDGET NARRATIVE

Contractor Name:	Contract Number:	Contract Amount:	Date
Prepared By:	Contract Term:	Amendment Number:	
Telephone Number:	Fax Number:	E-mail Address:	

COMMUNITY ACTION PARTNERSHIP OF KERN
MEMORANDUM

To: Budget & Finance Committee



From: Emilio G. Wagner, Director of Operations

Date: September 20, 2019

Subject: *Agenda Item 5j:* Resolution to Approve the Submission of the 2020 Disgorgement Assistance Program (DAP) Contract #20D-1012 – **Action Item**

Background

The California Department of Community Services and Development (CSD) has released the 2020 Disgorgement Assistance Program contract which is a result of a settlement between the Federal Energy Regulatory Commission (FERC) Office of Enforcement and Barclay's Bank PLC. The settlement resolved the claims that Barclay's manipulated physical electricity markets. Of the $105 million settlement $35 million was tied to disgorgement and any amount of the disgorgement not used for remediation efforts would be paid to low-income energy assistance programs in Arizona, California, Oregon, and Washington. California was awarded $9.4 million.

Current Events

CSD released the contract on September 17, 2019 to CAPK in the amount of $346,238 to assist eligible Kern County residents with Utility Assistance and Weatherization services. The funding period is October 1, 2019 to December 31, 2020. The contract is written to allow CAPK the ability to use the funding for any of the three following options; Utility Assistance, Emergency Heating and Cooling, and Weatherization.

The weatherization component allows for measures that are typically not allowed under LIHEAP and DOE. Some of these measures include; dishwasher, clothes washer, clothes dryer, and freezer. Due to the identified need of past production staff are planning to leverage the LIHEAP and DOE contracts to supply these additional appliances to qualifying homes. By doing so it is projected that the funds may last approximately four to six months and assist approximately 200 homes.

To execute this contract, a Board Resolution must be submitted with the contract package.

Recommendation:

Staff recommends the Board of Directors approve the attached Board Resolution #2019-18 which authorizes Jeremy T. Tobias, Chief Executive Officer, to act on behalf of the Board as CAPK's representative signatory with regard to the 2020 DAP contract and subsequent amendments during the contract period.

Attachments:
Resolution #2019-18 Approving the Submission of the 2020 DAP Contract
2020 DAP Contract #20D-1012

RESOLUTION # 2019-18

A Resolution of the Board of Directors of the Community Action Partnership of Kern Approving the Submission of the 2020 Disgorgement Assistance Program (DAP) Contract #20D-1012

The Board of Directors of Community Action Partnership of Kern located at 5005 Business Park North, Bakersfield, CA 93309, met on September 25, 2019, in Bakersfield, California at a scheduled Board meeting and resolved as follows:

WHEREAS, Community Action Partnership of Kern (CAPK) is a private, non-profit 501(c)(3) corporation established as a result of the Economic Opportunity Act of 1964, and is the federally designated community action agency serving the low-income, elderly and disadvantaged residents of Kern County; and

WHEREAS, CAPK is charged with the responsibility of continuing the battle to alleviate poverty in Kern County by developing and implementing creative and innovative programs, and has adopted the philosophical position of "Helping People, Changing Lives' in its quest to assist people in need, and families with minimal or no resources; and

WHEREAS, the State of California Department of Community Services and Development (CSD) has released the 2020 Disgorgement Assistance Program Contract in the amount of $346,238 to assist eligible Kern County residents with Utility Assistance and Weatherization services; and

WHEREAS, the funding period is October 1, 2019 to December 31, 2020 and the awarded funds will allow CAPK the ability to provide Utility Assistance, Emergency Heating and Cooling, and Weatherization; and

WHEREAS, it is projected that the funds may last approximately four to six months and assist approximately 200 homes; and

WHEREAS, the State of California Department of Community Services and Development requires that an authorized signatory be named for the 2020 Disgorgement Assistance Program Contract and the CAPK Board of Directors has designated Jeremy T. Tobias, Chief Executive Officer, as the official representative and signatory of CAPK; and

NOW, THEREFORE, be it resolved that CAPK Board of Directors hereby authorizes Jeremy T. Tobias, Chief Executive Officer, to act on behalf of the Board as the Partnership's representative signatory with regard to the 2020 Disgorgement Assistance Program Contract and any subsequent amendments during the contract period.

APPROVED by a majority vote of the Board of Directors of Community Action Partnership of Kern, this 25th day of September 2019.

_____ _____

Curtis Floyd, Chair
CAPK Board of Directors

Date

State of California-Health and Human Services Agency
DEPARTMENT OF COMMUNITY SERVICES AND DEVELOPMENT
2389 Gateway Oaks Drive, Suite 100, Sacramento, CA 95833
Telephone: (916) 576-7109 | Fax: (916) 263-1406
www.csd.ca.gov

LINNÉ K. STOUT
DIRECTOR

GAVIN NEWSOM
GOVERNOR

September 17, 2019

Dear Executive Director,

The purpose of this letter is to provide you with information about the Disgorgement Assistance Program (DAP) contract release. The Department of Community Services and Development (CSD) is releasing $6,950,000 to the network to provide Weatherization, Utility Assistance, and Emergency Heating and Cooling services to eligible customers in California. The DAP contract term is from October 1, 2019 through December 31, 2020.

CSD received a $9,450,000 disgorgement payment as a result of a settlement agreement between Barclays Bank PLC (Barclays) and the Federal Energy Regulatory Commission, resolving allegations that Barclays participated in a scheme to manipulate the western energy markets. It is important to note that this settlement was given as a one-time lump sum payment to California.

The remaining $2,500,000 of the settlement has been allocated to the DAP solar contract administered by Fresno Economic Opportunities Commission. In consultation with the network, CSD has incorporated the network DAP solar training into the DAP contract as an allowable reimbursement.

Enclosed is a contract checklist and other information needed for execution of the contract. The contract packets will need to be completed and returned to CSD within 30 calendar days for private nonprofit agencies and 45 calendar days for public agencies, from the date of this letter.

Thank you for your dedication and commitment to serve low-income individuals and families throughout the State. I look forward to continuing to work in partnership with you to continue to develop innovative and effective programs, as well as strengthen our capacity to improve the lives of those living in poverty, and ultimately reduce poverty in California.

Sincerely,

BRIAN DOUGHERTY
Deputy Director, Administrative Services

Enclosures

2020 DAP Contract Checklist

General Comments and Requirements:

1. Please do not use correction fluid or tape. Do not make any changes or notations to the contract document. If any corrections are necessary, please contact your Field Representative. If you need to reproduce contract pages, please do so single-sided only.

2. When you return the Contract packet to CSD, please arrange all pages, including the face sheets and articles, in the order received. All forms printed from the CSD Providers' Website will need to be added to the back of the contract packet. Please do not use staples on any of the documents.

Check the box as the following completed documents are attached to the contract.

☐ 1. Did you provide CSD with 2 copies of the contract?

☐ 2. Did you complete the contractor's name and title of the person authorized to sign the contract? Are both contracts face sheets signed (wet signature) and dated by authorized person?

☐ 3. Do you have current insurance or Self-Insurance Authority Certification on file with CSD?

☐ 4. Did you attach (or already submit) a Board Resolution? N/A If a general Board Resolution was submitted previously and is not specific to the program, program year, and does not contain any changes.

☐ 5. If applicable, submit a Working Capital Advance. Did you complete, sign and submit the form to EARS.Reports@CSD.CA.GOV?

Please return both completed contract packets within 30 days (45 days for public agencies) to:

Contract Services Unit
Department of Community Services and Development
2389 Gateway Oaks Drive, Suite 100
Sacramento, CA 95833-4246

State of California
Department of Community Services and Development
Total 2020 Disgorgement Assistance Program (DAP) Contract
Breakdown Spreadsheet for Contract Services Unit & Financial Services Unit

	County/Service Territory	Public/ Private (Account)	Contract Number	Weatherization		ECIP/HEAP/A16		Utility Assistance		Total WX, EHA16 & UA	
				DAP 601 094200343 ENY 1945 9990 4700BARCLAYLA45 47002015 WX PCA 2D145	WX Subtotal	DAP 601 094200343 ENY 1945 9990 4700BARCLAYLA45 47002015 ECIPHEAP PCA 2D245	ECIPHEAP Subtotal	DAP 601 094200343 ENY 1945 9990 4700BARCLAYLA45 47002015 UA PCA 2D345	UA Subtotal	DAP 601 094200343 ENY 1945 9990 4700BARCLAYLA45 47002015 WX-ECIPHEAP-UA Allocation	Total Contract Allocation
1	Spectrum Community Services, Inc.	5432500	20D-1001	117,974	117,974	69,220	69,220	5,000	5,000	192,194	192,194
2	Amador-Tuolumne CAA	5432000	20D-1002	5,000	5,000	25,130	25,130	28,934	28,934	59,064	59,064
3	CAA of Butte County, Inc.	5432500	20D-1003	96,002	96,002	10,666	10,666	0	0	106,668	106,668
4	Glenn County Health and Human Services Agency	5432000	20D-1004	21,111	21,111	2,346	2,346	0	0	23,457	23,457
5	Contra Costa Employment & Human Services Dept/CSB	5432000	20D-1005	61,722	61,722	29,422	29,422	73,450	73,450	164,594	164,594
6	Del Norte Senior Center, Inc.	5432500	20D-1006	29,199	29,199	3,244	3,244	0	0	32,443	32,443
7	El Dorado Co. Health & Human Services Agency	5432000	20D-1007	0	0	46,432	46,432	46,432	46,432	92,864	92,864
8	Fresno County Economic Opportunities Commission	5432500	20D-1008	227,853	227,853	75,065	75,065	76,837	76,837	379,755	379,755
9	Redwood CAA	5432500	20D-1009	72,021	72,021	8,002	8,002	0	0	80,023	80,023
10	Campesinos Unidos, Inc.	5432500	20D-1010	80,000	80,000	70,492	70,492	94,154	94,154	244,646	244,646
11	Inyo Mono Advocates for Community Action, Inc.	5432500	20D-1011	0	0	19,369	19,369	0	0	19,369	19,369
12	Community Action Partnership of Kern	5432500	20D-1012	290,000	290,000	56,238	56,238	0	0	346,238	346,238
13	Kings Community Action Organization, Inc.	5432500	20D-1013	0	0	11,130	11,130	35,804	35,804	46,934	46,934
14	North Coast Energy Services, Inc.	5432500	20D-1014	298,113	298,113	33,124	33,124	0	0	331,237	331,237
15	Lassen Economic Development Corporation	5432500	20D-1015	22,561	22,561	2,506	2,506	0	0	25,067	25,067
16	Maravilla Foundation	5432500	20D-1016	0	0	145,159	145,159	472,537	472,537	617,696	617,696
17	Pacific Asian Consortium in Employment	5432500	20D-1017	180,000	180,000	75,612	75,612	181,034	181,034	436,646	436,646
18	Long Beach Community Action Partnership	5432500	20D-1018	218,971	218,971	56,676	56,676	105,294	105,294	380,941	380,941
19	Community Action Partnership of Madera County, Inc.	5432500	20D-1019	34,000	34,000	16,807	16,807	0	0	50,807	50,807
20	Community Action Marin	5432500	20D-1020	0	0	18,028	18,028	15,477	15,477	33,505	33,505
21	Mariposa County Human Services Department	5432000	20D-1021	0	0	13,610	13,610	6,000	6,000	19,610	19,610
22	Merced County CAA	5432500	20D-1022	85,711	85,711	9,524	9,524	0	0	95,235	95,235
23	T.E.A.C.H. Inc.	5432500	20D-1023	0	0	2,001	2,001	6,518	6,518	8,519	8,519
24	Community Action Partnership of Orange County	5432500	20D-1024	124,406	124,406	75,120	75,120	53,841	53,841	253,367	253,367
25	Project GO, Inc.	5432500	20D-1025	120,050	120,050	13,338	13,338	0	0	133,388	133,388
26	Plumas Co. Community Development Commission	5432000	20D-1026	19,425	19,425	2,158	2,158	0	0	21,583	21,583
27	Community Action Partnership of Riverside County	5432000	20D-1027	250,306	250,306	55,824	55,824	91,183	91,183	397,313	397,313
28	Community Resource Project, Inc.	5432500	20D-1028	244,718	244,718	112,305	112,305	0	0	357,023	357,023
29	San Benito Co. HHSA, Comm. Svcs. & Wkfs. Dev.	5432000	20D-1029	0	0	6,032	6,032	6,870	6,870	12,902	12,902
30	Community Action Partnership of San Bernardino Co.	5432500	20D-1030	0	0	93,025	93,025	302,825	302,825	395,850	395,850
31	Metropolitan Area Advisory Committee	5432500	20D-1031	40,609	40,609	41,801	41,801	15,000	15,000	97,410	97,410
32	San Joaquin Co. Dept. of Aging & Community Services	5432000	20D-1032	151,733	151,733	29,930	29,930	0	0	181,663	181,663
33	Community Action Partnership of San Luis Obispo Co., Inc.	5432500	20D-1033	41,000	41,000	8,426	8,426	0	0	49,426	49,426
34	Community Action Commission of Santa Barbara County	5432500	20D-1034	11,529	11,529	22,171	22,171	46,729	46,729	80,429	80,429
35	Sacred Heart Community Service	5432500	20D-1035	0	0	77,414	77,414	116,117	116,117	193,531	193,531
36	Central Coast Energy Services, Inc.	5432500	20D-1036	301,000	301,000	33,583	33,583	448	448	335,031	335,031
37	Self-Help Home Improvement Project, Inc.	5432500	20D-1037	105,438	105,438	11,716	11,716	0	0	117,154	117,154
38	Great Northern Services	5432500	20D-1038	18,000	18,000	21,165	21,165	19,829	19,829	58,994	58,994
39	Central Valley Opportunity Center, Incorporated	5432500	20D-1039	100,000	100,000	57,962	57,962	0	0	157,962	157,962
40	Community Services & Employment Training, Inc.	5432500	20D-1040	196,852	196,852	21,872	21,872	0	0	218,724	218,724
41	Community Action of Ventura County, Inc.	5432500	20D-1041	35,000	35,000	33,423	33,423	32,315	32,315	100,738	100,738
	TOTALS			3,600,304	3,600,304	1,517,068	1,517,068	1,832,628	1,832,628	6,950,000	6,950,000

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT STD. 213 (Rev 03/2019) CSD (Rev 07/2019)	AGREEMENT NUMBER **20D-1012**	PURCHASING AUTHORITY NUMBER (if applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below

CONTRACTING AGENCY NAME
Department of Community Services and Development

CONTRACTOR NAME
Community Action Partnership of Kern

2. The term of this Agreement is: October 1, 2019 through December 31, 2020

3. The maximum amount of this Agreement is: Total $346,238.00

4. The parties agree to comply with the terms and conditions of the following exhibits that are by this reference made a part of the Agreement:

Part I

Preamble
Article 1 - Scope of Work
Article 2 - Contract Administration, Procedure
Article 3 - Agreement Changes
Article 4 - Administrative Policies and Procedures
Article 5 - Administrative and Program Expenditure Requirements
Article 6 - Reporting Policies and Procedures
Article 7 - Program Policies and Procedures
Article 8 - Program Implementation
Article 9 - Training, Licensing and Certifications
Article 10 - Compliance Policies and Procedures
Article 11 - Federal and State Policy Provisions
Definitions
Table of Forms and Incorporated Documents

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO

CONTRACTOR				**California Department of General Services Approval (or exemption, if applicable)**
CONTRACTOR NAME *(If other than an individual, state whether a corporation, partnership, etc.)* **Community Action Partnership of Kern**				
CONTRACTOR BUSINESS ADDRESS, CITY, STATE ZIP 5005 Business Park North, Bakersfield, CA 93309				
PRINTED NAME OF PERSON SIGNING Jeremy T. Tobias		TITLE Chief Executive Officer		
CONTRACTOR AUTHORIZED SIGNATURE		DATE SIGNED		
STATE OF CALIFORNIA				
CONTRACTING AGENCY NAME **Department of Community Services and Development**				
CONTRACTING AGENCY ADDRESS **2389 Gateway Oaks Drive, Suite 100**	CITY **Sacramento**	STATE **CA**	ZIP **95833**	
PRINTED NAME OF PERSON SIGNING **Brian Dougherty**	TITLE **Deputy Director, Administrative Services**			
CONTRACTING AGENCY AUTHORIZED SIGNATURE		DATE SIGNED		

STANDARD AGREEMENT

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STANDARD AGREEMENT

PREAMBLE

This subvention agreement, for the implementation of the Disgorgement Assistance Program (DAP) in program year 2020, funded by the October 30, 2017 Federal Energy Regulatory Commission (FERC) and Barclay's Bank Settlement Agreement is entered into between the Department of Community Services and Development, a department of the State of California ("CSD" or "Department") and the contractor named on Form STD 213, the face sheet of this document, and shall be effective and enforceable on the date last signed.

WHEREAS:

I. The FERC approved a Settlement with Barclays Bank PLC on November 7, 2017 resolving the Commission's claims against the bank for violations of the Federal Power Act and the Commission's Anti-Manipulation Rule. The Agreement provides that $9.4 million shall go to the Low-Income Home Energy Assistance Program in California for the benefit of the electric energy customers.

II. CSD shall allocate $6.9 million of the settlement to provide Weatherization (WX) assistance, Home Energy Assistance Program (HEAP) assistance, and Energy Crisis Intervention Program (ECIP) assistance to eligible participants residing in the service area described in Section 1.4, pursuant to Title 42 of the United States Code (USC) Section 8621 et seq. (the Low-Income Home Energy Assistance Act of 1981, as amended) and Government Code Section 16367.5 et seq., as amended. Contractor shall ensure that the highest level of assistance will be furnished to those households which have the lowest incomes and the highest energy costs or needs in relation to income, and that the services and activities funded by this Agreement shall also meet all other assurances specified at 42 U.S.C. § 8624.

III. CSD's Network administers CSD's federal energy programs, the Low-income Home Energy Assistance Program ("LIHEAP") and the Department of Energy, Weatherization Assistance Program (DOE WAP), as well as other CSD programs funded by the U.S. Department of Housing and Urban Development ("HUD") and the U.S. Department of Health and Human Services ("HHS").

NOW THEREFORE, with due regard to the above-stated principles, and in consideration of the promises and the mutual agreements and covenants hereinafter set forth, CSD and CONTRACTOR hereby agree as follows:

STANDARD AGREEMENT

ARTICLE 1 – SCOPE OF WORK

1.1 General

Contractor shall provide Weatherization (WX), Home Energy Assistance Program (HEAP), and Energy Crisis Intervention Program (ECIP) assistance to eligible participants residing in the service area described in Section 1.2, pursuant to Title 42 of the United States Code (USC) Section 8621 et seq. (the Low-Income Home Energy Assistance Act of 1981, as amended) and Government Code Section 16367.5 et seq., as amended. Contractor shall ensure that the highest level of assistance will be furnished to those households which have the lowest incomes and the highest energy costs or needs in relation to income, and that the services and activities funded by this Agreement shall also meet all other assurances specified at 42 U.S.C. § 8624.

1.2 Service Area

A. The services shall be performed in the Service Territory comprised of the following service area(s):

The DAP Contract Numbers, Contractors, and Service Territories listing may be accessed at https://providers.csd.ca.gov/Energy/Contracts.aspx.

B. Contractors that provide services in Los Angeles and San Diego counties shall refer to the ZIP Codes listing located at https://providers.csd.ca.gov/Energy/Contracts.aspx to determine the zip codes for their respective area.

1.3 Term and Amount of Agreement

A. The term of this Agreement shall be for the period represented on the face sheet (Form STD 213).

B. The contract amount as represented on the face sheet (Form STD. 213) of this Agreement consists of Contractor's total allocation to include the "Direct Services" and "Utility Assistance" portions attributable to Contractor's service area(s).

C. Direct Services and Utility Assistance, as defined in Part II Definitions, that are allocated to Contractor, shall be expended, reported and accounted for in accordance with the provisions of this Agreement.

1.4 Program Authorities – Requirements, Standards and Guidance

A. All services and activities are to be provided in accordance with applicable federal, state, and local laws and regulations, and as those laws and regulations may be amended from time to time, including but not limited to, the following:

1. The Low-Income Home Energy Assistance Program Act of 1981, 42 U.S.C. §§ 8621 et seq., and 45 Code of Federal Regulation (CFR) Part 96;

2. The California Government Code §§ 16367.5 et seq., as amended, and Title 22, California Code of Regulations (CCR), §§ 100800 et seq.; and

3. The Single Audit Act, 31 U.S.C. §§ 7301 et seq., and Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards (45 CFR Part 75).

B. *Conflict of Laws.* Contractor shall comply with all of the requirements, standards, and guidelines contained in the authorities listed below, as they may be amended from time to time, with respect to procurement, administrative, and other costs claimed under this Agreement, including those costs incurred pursuant to subcontracts executed by Contractor, notwithstanding any language contained in the following authorities that might otherwise exempt Contractor from their applicability. To the extent that the requirements, standards, or guidelines directly conflict with any State law or regulation at Government Code §16367.5 et seq. or 22 CCR §100800 et seq., or any provision of this Agreement, then that law or regulation or provision shall apply, unless, under specified circumstances, a provision of federal law, such as 45 CFR 96.30, allows for the application of state law.

1. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards (45 CFR Part 75); and

2. Contractor further agrees to abide by all requirements in California Contractor Certification Clauses 04/2017 (CCC-04/2017).

C. CSD shall provide Contractor with short-term program guidance to inform or direct immediate action to correct a problem or provide relief from an obligation in the form of a "CSD Program Advisory (CPA) No. XX-XXX" posted athttps://providers.csd.ca.gov/Home/AllCSDCPAsCPNs.aspx.

D. CSD shall provide Contractor with specific program guidance which shall be binding on the Contractor as a condition of the Contractor's participation in the DAP program, and as a condition of receipt of funds under the program, PROVIDED:

1. That such guidance shall be issued by CSD in writing in the form of "CSD Program Notice (CPN) No. XX-XX" posted at https://providers.csd.ca.gov/Home/AllCSDCPAsCPNs.aspx;

2. That such guidance shall be issued by CSD in writing in the form of "CSD Program Advisory (CPA) No. XX-XXX posted at https://providers.csd.ca.gov/Home/AllCSDCPAsCPNs.aspx;

3. That such guidance shall be issued by CSD in the most timely and expeditious manner practicable;

4. That such guidance shall be reasonably necessary to realize the purposes of DAP;

5. That major and material changes in the program and/or requirements which substantially affect the Contractor's and/or CSD's ability to fulfill their obligations or otherwise serve to create a substantial hardship on either the Contractor or CSD shall be subject to an amendment to this Agreement;

6. Contractor shall notify CSD within 10 working days of issuance of a CPN, if contractor is unable to fulfill its obligations under the new guidance;

7. That the parties' failure to execute a mutually acceptable amendment or CPN, as contemplated in subparagraph C 5 and C 6, in a reasonable period of time, shall result in this Agreement being without force and effect subject only to such provisions contained herein as are intended to survive the Agreement in accordance with the express and implied provisions of applicable federal and state law; and

8. That upon CSD's good faith determination, delivered to the Contractor by written notice that Agreement between the parties to any necessary amendment or CPN as contemplated in subparagraph C 5 and C 6 cannot be achieved, then this contract shall be "closed out" and the funds disposed in accordance with established CSD procedure and policy and as required under federal and state law.

E. The federal and state laws, regulations and other authorities referenced in this Section are hereby incorporated by reference into this Agreement. Copies may be accessed for reference at www.csd.ca.gov.

F. Contract Elements Integral to Agreement and Enforceability Conditions

1. Contractor shall provide the following documents, satisfactory to CSD in form and substance, together with an executed copy of this Agreement before CSD executes and returns the Agreement to Contractor for implementation:

a. Federal Funding Accountability and Transparency Act Report (CSD 279)

b. Contractor Certification Clause (CCC-04/2017)

c. Current Insurance or Self-Insurance Authority Certification

d. Board Resolution authorizing execution of this Agreement

e. Agency Staff and Board Roster (CSD 188).

2. Forms must be completed by Contractor before CSD will execute the Agreement and Contractor is authorized to commence work. CSD will not forbear from executing this Agreement pending its own review and final approval of Contractor's submission, provided Contractor acts in good faith to rectify any outstanding issues associated forms. The approved forms shall become part of this Agreement.

G. Contractor's signature affixed hereon shall constitute a certification that to the best of Contractor's ability and knowledge it will, unless exempted, comply with the provisions set forth in Part II, Article 11, Section 11.1, "Certifications" of this Agreement.

1.5 DAP Program Coordination and Leveraging Requirements

The following principles shall guide and inform the implementation of DAP when providing initial weatherization services:

A. DAP weatherization measures shall be leveraged with the full complement of applicable LIHEAP or DOE weatherization services within the Contractor's DAP Service Territory as defined in Section 1.2.

B. Because DAP is intended to be leveraged as a companion program to LIHEAP, the parties intend that, to the greatest extent possible, DAP and LIHEAP shall employ, and be subject to, the same requirements, rules, procedures, and processes in order to simplify and facilitate program implementation. To that end, Contractor's LIHEAP and DOE Contract, is hereby made a part of this Agreement and is incorporated by reference and shall be the authority for contract and program implementation, *unless* there are inconsistencies between the LIHEAP and DOE Contract and this Agreement. When contradictions or inconsistencies between DAP and LIHEAP or DOE program requirements exist, each respective contract shall be controlling for the program in question.

ARTICLE 2 – CONTRACT ADMINISTRATION, PROCEDURE

2.1 State Contracting Requirements – "General Terms and Conditions, GTC 04/2017"

In accordance with State contracting requirements, specified contracting terms and conditions are made a part of this agreement and are fully binding on the parties in accordance with state law. The provisions in their entirety are found at the Department of General Services' website at:

https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language

Click the "GTC 04/2017" link to download the current requirements

2.2 State Contracting Requirements – "Contractor Certification Clauses, CCC 04/2017"

In accordance with State contracting requirements, specified contracting terms and conditions are made a part of this agreement and are fully binding on the parties in accordance with state law. The provisions in their entirety are found at the Department of General Services' website at:

https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language

Click the "CCC 04/2017" link to download the current requirements

2.3 Contractor's Option of Termination

A. Contractor may, at Contractor's sole option, elect to terminate this contract in lieu of adherence to the procedures set out in this Agreement, should Contractor determine that any subsequent program guidance or proposed amendment to the contract is unjustifiably onerous or otherwise inimical to Contractor's legitimate business interests and ability to implement the contract in an effective and reasonable manner, PROVIDED:

1. Such notice of termination is in writing and will be effective 30 days after receipt by CSD, delivered by U.S. Certified Mail, Return Receipt Requested.

2. Notice contains a statement of the reasons for termination with reference to the specific provision(s) in the program guidance or proposed amendment in question.

B. Contractor shall be entitled to reimbursement for all allowable costs incurred prior to termination of the contract. Such reimbursement shall be in accordance with

the program guidance and contract provisions in effect at the time the cost was incurred.

C. Contractor shall, within 60 days of termination, close out the contract in accordance with contractual closeout procedures.

D. CSD may at its option, without further obligation to Contractor, procure a replacement provider for Contractor's service area in accordance with this Agreement and state law.

2.4 Budget Contingencies

State Budget Contingency

A. It is mutually agreed that if funds are not appropriated for implementation of DAP through the State budget process or otherwise, whether in the current year and/or any subsequent year covered by this Agreement, this Agreement shall be of no further force and effect. Upon written notice to Contractor by CSD that no funds are available for contract implementation, the State shall be obligated to pay only for jobs that are already in-progress or committed in writing, prior to Contractor's receipt of written notice from CSD. Thereafter, the State shall have no obligation to pay Contractor or to furnish other consideration under this Agreement and there shall be no obligation for further performance of this Agreement by the State or Contractor, excepting only such obligations as are intended to survive contract termination or the end of the contract term, such as, but not limited to, contract closeout and final settlement.

B. If program funding for any fiscal year is reduced to such degree that CSD reasonably determines that the program cannot be implemented effectively, the State shall at its sole discretion have the option either to terminate this Agreement upon written notice to Contractor or, in the alternative, to offer and negotiate an amendment addressing the reduced funding. If the parties fail to reach agreement on such amendment, CSD may at its option give written notice of termination, in which event the State shall be obligated to pay only for jobs that are already in-progress or committed in writing prior to Contractor's receipt of written notice from CSD. Thereafter, the State and Contractor shall have no further obligations under this Agreement except for contract closeout obligations and final settlement.

2.5 Miscellaneous Provisions

A. Assignment. Neither this Agreement nor any of the rights, interests, or obligations under this Agreement shall be assigned by any party without the prior written consent of the other parties, except in the case where responsibility for program implementation and oversight may be transferred by the State to another State agency. In the event of such transfer, this Agreement is binding on the agency to

which the program is assigned.

B. Merger/Entire Agreement. This Agreement (including the attachments, documents and instruments referred to in this Agreement) constitutes the entire agreement and understanding of the parties with respect to the subject matter of this Agreement and supersedes all prior understandings and agreements, whether written or oral, among the parties with respect to such subject matter.

C. Severability. If any provision of this Agreement be invalid or unenforceable in any respect for any reason, the validity and enforceability of any such provision in any other respect and of the remaining provisions of this Agreement will not be in any way impaired and shall remain in full force and effect.

D. Notices. Unless otherwise provided herein, notice given by the parties shall be in writing, delivered personally, by United States mail, or by overnight delivery service (with confirmation). Certain reporting and other communications may be delivered electronically as specified by CSD or as is customary between the parties. Notice shall be delivered as follows:

1. To Contractor's address of record; and

2. To CSD at:
Department of Community Services and Development
2389 Gateway Oaks Drive, Suite 100
Sacramento, CA 95833

COMMUNITY ACTION PARTNERSHIP OF KERN
DISCRETIONARY AND FUND RAISING FUNDS
FOR THE MONTH ENDED AUGUST 31, 2019

	03/01/19-06/30/19	08/01/19 - 08/31/19	TOTAL	
BEGINNING BALANCE (NOTE 1)	$ 525,444.38	$ -	**$ 525,444.38**	
CASH RECEIPTS				
2019 Awards Banquet Donations	49,981.86	-	49,981.86	a
Donations	696.26	732.91	1,429.17	
Misc. Revenue	2,756.51	95.00	2,851.51	
Interest Income/Union Administrative Fee	1,239.06	0.84	1,239.90	
TOTAL CASH RECEIPTS	54,673.69	828.75	55,502.44	
CASH DISBURSEMENTS				
Line of Credit Interest Expense	-	-	-	
Line of Credit Unused Commitment Fee	2,502.74	-	2,502.74	b
2019 Awards Banquet Expenses	26,644.44	-	26,644.44	a
Supplies	1,563.81	-	1,563.81	
Volunteer Appreciation	-	-	-	c
Fundraising Expenses	-	-	-	
Property Taxes - Campus Vacant Parcels	-	-	-	
Miscellaneous Expenses	5,655.14	392.54	6,047.68	
Indirect	424.83	1.25	426.08	
TOTAL CASH DISBURSEMENTS	36,790.96	393.79	37,184.75	
CASH PROVIDED (USED)	17,882.73	434.96	**18,317.69**	
ENDING BALANCE	$ 543,327.11		**$ 543,762.07**	

Discretionary Cash	$ 210,181.08
Fund Raising Cash	333,580.99
	543,762.07
Add: Prepaid	-
Less: AP	
	$ 543,762.07

NOTES

1. For the year ended 2/28/19, the net increase to the Discretionary/Fund Raising Funds was $48,148.08.

a. As of 08/31/19, net 2019 awards banquet gain is $28,833.25 (FYE 2/28/19 = $5,500.00 + $49,981.86 - $26,648.61 expenses for 2019/20).
b. Commitment fee for the period 12/31/18 to 9/30/19 that the $2 million line of credit is equal to one-quarter percent (0.25%) per annum based on a 360 day year.
c. Annual appreciation expense for the VITA volunteers.

Date Prepared: 09/12/2019

COMMUNITY ACTION PARTNERSHIP OF KERN

BUDGET AND FINANCE COMMITTEE

SEPTEMBER 20, 2019

FINANCIAL REPORT

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COMMUNITY ACTION PARTNERSHIP OF KERN
SCHEDULE OF PROGRAMS (FUNDS)
FOR THE PERIOD MARCH 1, 2019 THROUGH FEBRUARY 29, 2020

PROGRAM (COMPONENT)	AMOUNT	CFDA #	GRANT NUMBER	PROGRAM YEAR	FUND#	FUNDING SOURCE
UNRESTRICTED						
GENERAL FUND			NOT APPLICABLE	03/01/19 - 02/29/20	501	NOT APPLICABLE
DISCRETIONARY FUND			NOT APPLICABLE	03/01/19 - 02/29/20	502	NOT APPLICABLE
FOOD BANK			NOT APPLICABLE	03/01/19 - 02/29/20	504	SHARED MAINTENANCE, MEMBERSHIP FEES, DONATIONS, ETC.
ENERGY			NOT APPLICABLE	03/01/19 - 02/29/20	524	NOT APPLICABLE
SHAFTER YOUTH CENTER			NOT APPLICABLE	03/01/19 - 02/29/20	527	DONATIONS, RENTAL INCOME
FRIENDSHIP HOUSE			NOT APPLICABLE	03/01/19 - 02/29/20	531	DONATIONS, RENTAL INCOME
211			NOT APPLICABLE	03/01/19 - 02/29/20	536	FEE FOR SERVICE
FUND RAISING			NOT APPLICABLE	03/01/19 - 02/29/20	595	DONATIONS
RESTRICTED						
EARLY HEAD START EXPANSION	2,114,774	93.600	09HP000163-01	03/01/19 - 2/29/20	107	U S DEPT OF HEALTH & HUMAN SERVICES
EARLY HEAD START/HEAD START	8,400,992	93.600	09CH9142 - 06	03/01/19 - 06/30/19	108/109	U S DEPT OF HEALTH & HUMAN SERVICES
EARLY HEAD START/HEAD START	17,095,292	93.600	09CH011132-01	07/01/19 - 02/29/20	108/109	U S DEPT OF HEALTH & HUMAN SERVICES
EARLY HEAD START/HEAD START - START UP FUNDS	4,324,691	93.600	09CH011132-01	07/01/19 - 02/29/20	108/109	
EARLY HEAD START CHILD CARE PARTNERSHIP	725,701	93.600	09HP0036 - 04	09/01/18 - 08/31/19	110	U S DEPT OF HEALTH & HUMAN SERVICES
EARLY HEAD START SAN JOAQUIN	5,388,328	93.600	09CH010071 - 05	02/01/19 - 01/31/20	117	U S DEPT OF HEALTH & HUMAN SERVICES
HUD - COORDINATED ENTRY SYSTEM	236,838	14.267	CA1799L9D041800	04/02/19 - 04/01/20	160	U S DEPT OF HOUSING AND URBAN DEVELOPMENT OFFICE OF COMMUNITY PLANNING AND DEVELOPMENT
VITA	94,012	21.009	19VITAA0228	08/01/18 - 07/31/20	149	U S DEPT OF THE TREASURY - INTERNAL REVENUE SERVICE
CSBG (COMMUNITY SERVICES BLOCK GRANT)	1,489,531	93.569	19F - 4015	01/01/19 - 12/31/19	103	U S DEPT OF HEALTH & HUMAN SERVICES - STATE OF CALIFORNIA, DEPT OF COMMUNITY SERVICES AND DEVELOPMENT
LIHEAP (LOW-INCOME HOME ENERGY ASSISTANCE PROGRAM)	3,721,750	93.568	18B - 4012	10/01/17 - 7/31/19	122-38	U S DEPT OF HEALTH & HUMAN SERVICES - STATE OF CALIFORNIA,
	9,615,849		19B - 5012	10/01/18 - 06/30/20	122-39	DEPT OF COMMUNITY SERVICES AND DEVELOPMENT
DOE	1,364,399	81.042	17C-4010	6/1/18 - 6/30/20	123-65	U S DEPT OF HEALTH & HUMAN SERVICES - STATE OF CALIFORNIA, DEPT OF COMMUNITY SERVICES AND DEVELOPMENT
GENERAL CENTER CHILD CARE	600,085	93.575	CCTR - 8049	07/01/18 - 06/30/19	253	U S DEPT OF HEALTH & HUMAN SERVICES - STATE OF CALIFORNIA,
	600,085	93.575	CCTR - 9050	07/01/19 - 06/30/20		DEPT OF EDUCATION
GENERAL CENTER CHILD CARE	275,855	93.596	CCTR - 8049	07/01/18 - 06/30/19	253	U S DEPT OF HEALTH & HUMAN SERVICES - STATE OF CALIFORNIA,
	275,855	93.596	CCTR - 9050	07/01/19 - 06/30/20		DEPT OF EDUCATION

COMMUNITY ACTION PARTNERSHIP OF KERN
SCHEDULE OF PROGRAMS (FUNDS)
FOR THE PERIOD MARCH 1, 2019 THROUGH FEBRUARY 29, 2020

PROGRAM (COMPONENT)	AMOUNT	CFDA #	GRANT NUMBER	PROGRAM YEAR	FUND#	FUNDING SOURCE
MIGRANT ALTERNATIVE PAYMENT	5,411,000 5,411,000	93.575 93.575	CMAP - 8000 CMAP - 9000	07/01/18 - 06/30/19 07/01/19 - 06/30/20	261	U S DEPT OF HEALTH & HUMAN SERVICES - STATE OF CALIFORNIA, DEPT OF EDUCATION
CALIFORNIA STATE PRESCHOOL PROGRAM	164,081 164,081	93.575 93.575	CSPP - 8120 CSPP - 9121	07/01/18 - 06/30/19 07/01/19 - 06/30/20	258	U S DEPT OF HEALTH & HUMAN SERVICES - STATE OF CALIFORNIA, DEPT OF EDUCATION
CALIFORNIA STATE PRESCHOOL PROGRAM	357,247 357,247	93.596 93.596	CSPP - 8120 CSPP - 9121	07/01/18 - 06/30/19 07/01/19 - 06/30/20	258	U S DEPT OF HEALTH & HUMAN SERVICES - STATE OF CALIFORNIA, DEPT OF EDUCATION
NEOPB CAL FRESH HEALTHY LIVING	1,491,998	10.561	19-10324	10/01/19 - 09/30/20	145	U S DEPT OF AGRICULTURE - STATE OF CALIFORNIA DEPT OF PUBLIC HEALTH, NUTRITION EDUCATION AND OBESITY PREVENTION BRANCH
ECONOMIC EMPOWERMENT	85,655	93.590	EE - KERN - 17 - 20	07/01/18 - 06/30/19	171	U S DEPT OF HEALTH & HUMAN SERVICES - STATE OF CALIFORNIA, DEPT OF SOCIAL SERVICES, OFFICE OF CHILD ABUSE PREVENTION
211 HOSPITAL PREPAREDNESS PROGRAM - EMERGENCY RESPONSE & SURGE	10,000	93.074	659 - 2017	PENDING	186	U S DEPT OF HEALTH & HUMAN SERVICES - STATE OF CALIFORNIA, DEPT OF HEALTH SERVICES, COUNTY OF KERN, DEPT OF PUBLIC HEALTH
EFAP (EMERGENCY FOOD ASSISTANCE PROGRAM)	121,906	10.568/.569	15 - MOU - 00118	10/01/18 - 09/30/19	105/111	U S DEPT OF AGRICULTURE - STATE OF CALIFORNIA, DEPT OF SOCIAL SERVICES
TRADE MITIGATION BONUS OFFERING	$2,000 PER TRUCK LOAD			10/1/18 - 09/30/19	106	U S DEPT OF AGRICULTURE - STATE OF CALIFORNIA, DEPT OF SOCIAL SERVICES
CSFP (COMMODITY SUPPLEMENTAL FOOD PROGRAM)	306,543	10.565	16 - 6017	10/01/18 - 09/30/19	147	U S DEPT OF AGRICULTURE - STATE OF CALIFORNIA, DEPT OF SOCIAL SERVICES
CHILD AND ADULT CARE FOOD PROGRAM (CACFP) - KERN & SAN JOAQUIN	BASED ON MEALS SERVED	10.558	15 - 1248 - OJ	10/01/18 - 09/30/19	112/139	U S DEPT OF AGRICULTURE - STATE OF CALIFORNIA, DEPT OF EDUCATION
WIC (WOMEN, INFANTS & CHILDREN)	4,154,816	10.557	15 - 10064	10/01/18 - 09/30/19	115	U S DEPT OF AGRICULTURE - STATE OF CALIFORNIA, DEPT OF PUBLIC HEALTH
SUPPLEMENTAL NUTRITION ASSISTANCE PROGRAM (SNAP) AKA CALFRESH PR	46,817	10.561	16 - SUB - 00876	10/01/18 - 09/30/19	164	U S DEPT OF AGRICULTURE - STATE OF CALIFORNIA, DEPT OF SOCIAL SERVICES, INFO LINE OF SAN DIEGO dba 211 SAN DIEGO
COORDINATED ENTRY SERVICES	105,000	14.267	N/A	10/1/2018-7/31/19	428-240	U S DEPT OF HOUSING & URBAN DEVELOPMENT - KERN BEHAVIORAL HEALTH UNITED WAY OF KERN COUNTY
QUALITY RATING AND IMPROVEMENT SYSTEM (QRIS) - SAN JOAQUIN	20,000	84.412	N/A	07/01/18 - 06/30/19	117-005	U.S. DEPT OF EDUCATION - STATE OF CALIFORNIA, DEPT OF EDUCATION - FIRST 5 CALIFORNIA, COUNTY OF SAN JOAQUIN, FIRST 5 SAN JOAQUIN, RACE TO THE TOP
CSPP QRIS BLOCK GRANT	17,990		N/A	07/01/18 - 06/30/19	258-005	STATE OF CALIFORNIA, DEPT OF EDUCATION - KERN COUNTY SUPERINTENDENT OF SCHOOLS, KERN EARLY STARS
MIGRANT ALTERNATIVE PAYMENT	3,046,805 4,173,682		CMAP - 8000 CMAP - 9000	07/01/18 - 06/30/19 07/01/19 - 06/30/20	261	STATE OF CALIFORNIA, DEPT OF EDUCATION
GENERAL CENTER CHILD CARE	2,067,088 2,067,088		CCTR - 8049 CCTR - 9050	07/01/18 - 06/30/19 07/01/19 - 06/30/20	253	STATE OF CALIFORNIA, DEPT OF EDUCATION
CALIFORNIA STATE PRESCHOOL PROGRAM	3,731,472 3,731,472		CSPP - 8120 CSPP - 9121	07/01/18 - 06/30/19 07/01/19 - 06/30/20	258	STATE OF CALIFORNIA, DEPT OF EDUCATION
MIGRANT CHILD CARE	254,377		CMIG - 8004	07/01/18 - 06/30/19	250	STATE OF CALIFORNIA, DEPT OF EDUCATION

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COMMUNITY ACTION PARTNERSHIP OF KERN
SCHEDULE OF PROGRAMS (FUNDS)
FOR THE PERIOD MARCH 1, 2019 THROUGH FEBRUARY 29, 2020

PROGRAM (COMPONENT)	AMOUNT	CFDA #	GRANT NUMBER	PROGRAM YEAR	FUND#	FUNDING SOURCE
	262,661		CMIG - 9004	07/01/19 - 06/30/20		
MIGRANT SPECIALIZED SERVICES	38,156		CMSS - 8004	07/01/18 - 06/30/19	252	STATE OF CALIFORNIA, DEPT OF EDUCATION
	39,399		CMSS - 9004	07/01/19 - 06/30/20		
CAL EITC FREE TAX PREPARATION ASSISTANCE GRANT	175,000		18T-8012	10/15/18 - 06/30/19	234	STATE OF CALIFORNIA, DEPT OF COMMUNITY SERVICES AND DEVELOPMENT
HOME VISIT INITIATIVE (COUNTY OF KERN)	435,980		N/A	04/01/19 - 06/30/19	270	STATE OF CALIFORNIA, DEPT OF HUMAN SERVICES, COUNTY OF KERN
	1,877,011		N/A	07/01/19 - 06/30/20		
POSITIVE YOUTH DEVELOPMENT SERVICES (COUNTY OF KERN)	35,000		509-2019	08/13/19 - 06/30/20	271	STATE OF CALIFORNIA, DEPT OF HUMAN SERVICES, COUNTY OF KERN
	35,000					
INFORMATION & EDUCATION	80,000		16 - 10206	07/01/18 - 06/30/19	120	STATE OF CALIFORNIA, DEPT OF PUBLIC HEALTH
FOOD BANK CAPACITY PROGRAM	101,490		SGRT-19-0012	7/01/17 - 06/30/20	215	STATE OF CALIFORNIA, DEPT OF SOCIAL SERVICES
TAX CHECK - OFF (FOOD BANK)	15,442		15 MOU - 00118	07/01/18 - 06/30/19	216-000	STATE OF CALIFORNIA, DEPT OF SOCIAL SERVICES
STATE EMERGENCY FOOD ASSISTANCE (FOOD BANK) CAL FOOD	264,704		N/A	07/01/18 - 06/30/19	216-087	STATE OF CALIFORNIA, DEPT OF SOCIAL SERVICES
DIFFERENTIAL RESPONSE SERVICES	219,006		N/A	07/01/18 - 06/30/19	280	STATE OF CALIFORNIA, DEPT OF SOCIAL SERVICES, COUNTY OF KERN, SUPERINTENDENT OF SCHOOLS, CHILD AND FAMILY SERVICES AGENCY, NETWORK FOR CHILDREN
FIRST 5 KERN - HELPLINE 211	100,350		2015.2.5	07/01/18 - 06/30/19	288	STATE OF CALIFORNIA, FIRST 5 CALIFORNIA, COUNTY OF KERN, FIRST 5 KERN
FIRST 5 KERN EAST KERN FAMILY RESOURCE CENTER	137,493		2015.2.6	07/01/18 - 06/30/19	281	STATE OF CALIFORNIA, FIRST 5 CALIFORNIA, COUNTY OF KERN, FIRST 5 KERN
FIRST 5 KERN - HELP ME GROW	50,921		2017.2.01	07/01/18 - 06/30/19	284	STATE OF CALIFORNIA, FIRST 5 CALIFORNIA, COUNTY OF KERN, FIRST 5 KERN
COUNTY OF KERN HELPLINE 211	44,738		105 - 2018	07/01/18 - 06/30/19	389	COUNTY OF KERN
GANG PREVENTION EDUCATION SERVICES	71,406		230 - 2017	07/01/18 - 06/30/19	335	COUNTY OF KERN, DEPT OF HUMAN SERVICES
READY KERN	1,126		N/A	7/1/18 - 6/30/19	366	COUNTY OF KERN, FIRE DEPT - OFFICE OF EMERGENCY SERVICES
EAST KERN HEALTH LINK - RESOURCE FAIRS	3,000		N/A	6/01/19 - 5/31/20	501-005	BORAX VISITOR CENTER FOUNDATION
EAST KERN FAMILY RESOURCE CENTER EMERGENCY SUPPLIES CLOSET	2,000		N/A	5/20/19 - 12/31/19	501-005	KERN HEALTH SYSTEMS
SHAFTER YOUTH CENTER - MAKE BAKERSFIELD	2,000		N/A	5/20/19 - 12/31/19	527-260	KERN HEALTH SYSTEMS
A.R.T CURRICULUM	10,125		N/A	9/10/18 - 6/30/19	531-070	KERN COUNTY SUPERINTENDENT OF SCHOOLS

COMMUNITY ACTION PARTNERSHIP OF KERN
SCHEDULE OF PROGRAMS (FUNDS)
FOR THE PERIOD MARCH 1, 2019 THROUGH FEBRUARY 29, 2020

PROGRAM (COMPONENT)	AMOUNT	CFDA #	GRANT NUMBER	PROGRAM YEAR	FUND#	FUNDING SOURCE
FRIENDSHIP HOUSE - MUSEUM ON THE MOVE	2,000		N/A	5/20/19 - 12/31/19	531-260	KERN HEALTH SYSTEMS
HOMELESS COLLABORATIVE - HEARING TO HELP INCENTIVE BAGS	2,000		N/A	5/20/19 - 12/31/19	536-260	KERN HEALTH SYSTEMS
SHAFTER YOUTH CENTER - COASTAL CLEAN-UP	4,000		N/A	5/28/19 - 8/31/19	527-261	CALIFORNIA COASTAL COMMISSION, WHALE TAIL FUND GRANT
FRIENDSHIP HOUSE - COASTAL CLEAN-UP	4,000		N/A	5/28/19 - 8/31/19	531-261	CALIFORNIA COASTAL COMMISSION, WHALE TAIL FUND GRANT
211 KINGS COUNTY	42,000		N/A	07/01/15 - 06/30/18	536-231	KINGS UNITED WAY
211 TULARE COUNTY	162,000		N/A	07/01/15 - 06/30/18	536-232	UNITED WAY OF TULARE COUNTY
211 MERCED COUNTY	27,400		N/A	10/22/15 - PENDING	536-233	UNITED WAY OF MERCED COUNTY
211 STANISLAUS COUNTY	66,000		N/A	07/01/18 - 06/30/21	536-234	UNITED WAY OF STANISLAUS COUNTY
PREP WORKS - YOUTH CENTERS			N/A		444	STARBUCKS
PREP WORKS PROGRAM			N/A		448	WELLS FARGO FOUNDATION
EAST KERN EMERGENCY CLOSET	PENDING		N/A	PENDING	501-005	FRIENDS OF MERCY FOUNDATION, SISTER PHYLLIS HUGHES ENDOWMENT FOR SPECIAL NEEDS
EAST KERN HEALTH LINK	PENDING		N/A	PENDING	454	DIGNITY HEALTH
FOOD BANK FREE FARMERS MARKET - WASCO	PENDING		N/A	PENDING	467	THE WONDERFUL COMPANY FOUNDATION
CENTRAL VALLEY SMALL BUSINESS DEVELOPMENT INITIATIVE	25,000		N/A	01/01/18 - 12/31/18	456	BANK OF THE WEST

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500

COMMUNITY ACTION PARTNERSHIP OF KERN
SCHEDULE OF PROGRAMS (FUNDS)
FOR THE PERIOD MARCH 1, 2019 THROUGH FEBRUARY 29, 2020

PROGRAM (COMPONENT)	AMOUNT	CFDA #	GRANT NUMBER	PROGRAM YEAR	FUND#	FUNDING SOURCE

COMMUNITY ACTION PARTNERSHIP OF KERN
FUNCTIONAL CLASSIFICATIONS BY FUND
FISCAL YEAR 2019/20

Abila Fund #	Fund Name	PROGRAM SERVICES				SUPPORT SERVICES	
		Education	Nutrition	Energy Conservation	Community Services	Discretionary/ Fund Raising	General & Admin
103	Community Services Block Grant (CSBG)	X	X		X		X
501	General Fund				X		X
800	GAAP Fund						X
910	Community Development Pool				X		
915	Operations Pool			X	X		X
920	Facilities Pool						X
925	Health & Nutrition Pool	X	X		X		
999	Indirect Fund						X
502	Discretionary Fund					X	
595	Fund Raising					X	
107	EHS Expansion	X					
108	Early Head Start	X					
109	Head Start	X					
110	Early Head Start Child Care Partnership	X					
117	Early Head Start San Joaquin	X					
117-005	EHS San Joaquin QRIS	X					
250.0	Migrant Child Care	X					
252	Migrant Specialized	X					
253	General Child Care	X					
253-005	CCTR - QRIS	X					
258	California State Preschool (CSPP)	X					
258-005	CSPP QRIS	X					
260	Child Care Facilities	X					
261	Migrant Alternative Payment	X					
262/265	Child Development Reserve	X					
270	Home Visit Initiative	X					
112	Child Care Food Program (CACFP)		X				
115	Women, Infants & Children		X				
139	CACFP - San Joaquin		X				
	Food Bank		X				
105	Emergency Food Assistance		X				
111	USDA Commodities		X				
114	Emergency Food & Shelter		X				
147	Commodity Supplemental Food Program		X				
215	Food Bank Capacity Project		X				
216-000	Food Bank Tax Check-Off		X				
216-087	State Emergency Food Assistance		X				
413	Resnick Foundation		X				
485	Southern California Gas Company (Solar)		X				
467	Wonderful Company Foundation		X				
504	Food Bank		X				
	Energy						
122	Low Income Home Energy Assistance			X			
123	Dept of Energy Weatherization			X			
241	LIWP Solar PV Pilot			X			
245	LIWP Single Family			X			
524	Energy			X			

COMMUNITY ACTION PARTNERSHIP OF KERN
FUNCTIONAL CLASSIFICATIONS BY FUND
FISCAL YEAR 2019/20

Abila Fund #	Fund Name	PROGRAM SERVICES				SUPPORT SERVICES	
		Education	Nutrition	Energy Conservation	Community Services	Discretionary/ Fund Raising	General & Admin
	VITA (Volunteer Income Tax Assistance)						
149	Internal Revenue Service - VITA				X		
234	CalEITC				X		
	Small Business Development						
456	Bank of the West				X		
	East Kern Family Resource Center						
171	Economic Empowerment				X		
280	Differential Response				X		
281	First 5 East Kern Family Resource				X		
454	Dignity Health East Kern Health Link				X		
501-005	EKFRC: KHS Emergency Closet				X		
	Youth Services						
120	Information & Education				X		
242	Youth Authority				X		
246	Realignment for Success				X		
335	Gang Prevention				X		
444	Starbucks Foundation				X		
448	Wells Fargo Foundation				X		
527	Shafter Youth Center				X		
527-068	SYC - Robotics/STEM				X		
527-260	SYC - KHS Make Bakersfield				X		
531	Friendship House Community Center				X		
531-068	FHCC - Robotics/STEM				X		
531-070	FHCC - Aggression Replacement Training				X		
531-260	FHCC - KHS Museum on the Move				X		
	2-1-1						
160	HUD Coordinated Entry System				X		
164	Cal Fresh				X		
186	2-1-1 Hospital Preparedness Program				X		
284	First 5 Kern Help Me Grow				X		
288	First 5 Kern 2-1-1				X		
366	ReadyKern				X		
389	County of Kern 2-1-1				X		
428	2-1-1 United Way				X		
428-240	United Way - Coordinate Entry System				X		
536-231	2-1-1: Kings County				X		
536-232	2-1-1: Tulare County				X		
536-233	2-1-1: Merced County				X		
536-234	2-1-1: Stanislaus County				X		
536-260	2-1-1: KHS Homeless Collaborative				X		

COMMUNITY ACTION PARTNERSHIP OF KERN
LINE OF CREDIT ADVANCES AND REPAYMENTS
FISCAL YEAR 2019/20

Date	Advance Amount	Repayment Amount	No. of Days Borrowed	Interest Expense	Interest Rate
02/28/19	n/a				
03/29/19	$ 235,000	$ 235,000	3		
04/30/19	n/a				
05/31/19	n/a				
06/30/19	n/a				
07/31/19	$ 1,200,000	$ 1,200,000	2		
08/31/19	n/a				

Note 1: Line of Credit agreement was entered into with Wells Fargo Bank as of January 11, 2019 for $2 million and will terminate on January 15, 2020.
Note 2: Interest expense is calculated at 3.75% above daily one month LIBOR.
Note 3: Line of credit was not required for the month of June 2019.

LINE OF CREDIT COMMITMENT FEE (Based on the daily unused amount of the line of credit calculated quarterly)

Period	No. of Days in Period	Commitment Fee	Interest Rate
12/31/18 - 3/30/19	90 days	$ 1,243.75	0.25%
3/31/19 - 6/29/19	90 days	$ 1,258.99	0.25%

Note 3: The interest expense and commitment fee are automatically deducted from CAPK's operating bank account at Wells Fargo Bank.

COMMUNITY ACTION PARTNERSHIP OF KERN OPERATING CASH SUMMARY AS OF AUGUST 31, 2019	
PROGRAM (FUND)	**CASH BALANCE**
CHILD AND ADULT CARE FOOD PROGRAM	141,713.16
HEAD START/EARLY HEAD START	(747,400.98)
SUBTOTAL	**(605,687.82)**
CHILD DEVELOPMENT RESERVE No. 2	138.96
GENERAL CHILD CARE	169,070.73
MIGRANT A/P	1,120,967.69
MIGRANT CHILD CARE	74,243.34
MIGRANT SPECIALIZED SERVICES	(33,346.83)
STATE PRESCHOOL	151,147.89
SUBTOTAL	**1,482,221.78**
COMMODITY SUPPLEMENTAL FOOD PROGRAM	(65,541.74)
EF&S	39,799.00
EFAP	348,544.38
FOOD BANK	(83,682.30)
FOOD BANK CAPACITY PROGRAM	18,115.48
FOOD BANK - STATE	(220,897.12)
SOCAL GAS	(6,869.34)
WONDERFUL FOUNDATION	(1,480.50)
SUBTOTAL	**27,987.86**
ENERGY	(53,388.08)
DOE WAP	(5,835.74)
LIHEAP	1,118,966.52
LIWP SOLAR PV	(75.24)
LIWP SINGLE FAMILY	(150.54)
PG&E	(4,939.20)
WATER TANK	0.00
TRANSFER NEGATIVE BALANCE	0.00
SUBTOTAL	**1,054,577.72**
CALIFORNIA ENDOWMENT	
CENTRAL VALLEY SMALL BUSINESS DEVELOPMENT	0.00
SUBTOTAL	**0.00**
211	(16,987.46)
211 HOSPITAL PREPAREDNESS	9,875.09
BANK OF THE WEST	(27,087.22)
CAL FRESH	(4,366.58)
CALEITC	65.46
COST POOLS	(117,692.50)
COUNTY OF KERN - 2-1-1	0.00
CSBG	42,999.28
CSBG DISCRETIONARY	0.00
DIFFERENTIAL RESPONSE	(768.25)
DIGNITY HEALTH	(10,915.13)
DISCRETIONARY FUND	(5,271.35)
ECONOMIC EMPOWERMENT	6,949.61
FIRST 5 KERN 211	40,738.49
FIRST 5 KERN EAST KERN FAMILY RESOURCE CENTER	6,119.35
FIRST 5 HELP ME GROW	34,289.32
FRIENDSHIP HOUSE	(28,771.77)
FUNDRAISING	22,056.27
GANG PREVENTION	6,282.65
GENERAL FUND	(61,618.17)
HOME VISIT INITIATIVE (CO OF KERN)	(93,582.07)
HUD-COORDINATED ENTRY SYSTEM	(9,288.48)
INDIRECT FUND	(86,319.08)
IRS - VITA	19,666.44
INFORMATION & EDUCATION	62,875.66
REALIGNMENT FOR SUCCESS	0.00
SHAFTER YOUTH CENTER	(29,915.65)
STARBUCKS FOUNDATION	(40,783.71)
UNITED WAY 211	(76,996.09)
WELLS FARGO FOUNDATION	0.00
WIC	(330,867.79)
LESS: ENERGY NEGATIVE BALANCE	0.00
ADD: LINE OF CREDIT	0.00
SUBTOTAL	**(689,313.68)**
TOTAL OPERATING CASH	1,269,785.86

COMMUNITY ACTION PARTNERSHIP OF KERN
5005 BUSINESS PARK NORTH
BAKERSFIELD, CA 93309-1651

BANK RECONCILIATION FOR THE MONTH ENDED
August 31, 2019

WELLS FARGO BANK, N.A.
P. O. BOX 63020
SAN FRANCISCO, CA 94163

OPERATING ACCOUNT
ACCOUNT NO: XXXXX-X2976

BANK BALANCE AT 08/31/19		2,994,863.19
LESS: OUTSTANDING CHECKS	511,003.21	
ADJUSTED BANK BALANCE AT 07/31/19		2,483,859.98
GENERAL LEDGER BALANCE AT 07/31/19		1,816,545.32
ADD: DEPOSITS	2,756,792.79	
LOAN ADVANCE	-	
ONLINE DEPOSITS	80.00	
US TREAS DRAWDOWNS	2,089,741.08	
VITA DRAWDOWNS	-	
ADP REFUND	512.27	
FUNDS FROM OTHER GRANTS	85,802.15	
BANK ACCOUNT TRANSFER FROM CDS ADVANCES ACCT.	615,000.00	
BANK ACCOUNT TRANSFER FROM HEAD START ACCURED VACATION ACCT.	59,770.90	
BANK ACCOUNT TRANSFER FROM CHILD DEVELOPMENT RESERVE No. 2 ACCT.	-	
DONATION	-	
TRANSFER FROM CDR #2	-	
ADP REFUND RECEIVED TO BE BOOKED IN (WAITING ON PAYROLL)	201.58	
LESS: CHECKS ISSUED (CURRENT MONTH)	2,265,325.00	
ADP PAYROLL 8/2/19	229,017.41	
ADP PAYROLL 8/15/19	893,701.83	
ADP PAYROLL 8/30/19	1,238,305.36	
EFTS FOR HRA/HSA/ STD/403B	131,275.11	
REC LOAN PRINCIPAL/INT EXPENSES	32,042.03	
WIRE TRANSFER TO LI-HEAP	150,000.00	
WIRE TRANSFER TO CD RES#2	2.09	
CLIENT ANALYSIS SERVICE CHARGE	917.28	
GENERAL LEDGER BALANCE AT 08/31/19		2,483,859.98
	DIFFERENCE:	-

PREPARED BY: Veronica Ipatzi TITLE: Accountant DATE: 09/10/2019

APPROVED BY: _____ TITLE: Chief Financial Officer DATE: 09/10/2019

COMMUNITY ACTION PARTNERSHIP OF KERN
HEADSTART ACCRUED VACATION*
5005 BUSINESS PARK NORTH
BAKERSFIELD, CA 93309-1651

BANK RECONCILIATION FOR MONTH ENDING
August 31, 2019

WELLS FARGO BANK, N.A.
P. O. BOX 63020
SAN FRANCISCO, CA 94163

ACCOUNT NO.: XXXXX-X6256

BANK BALANCE ENDING:	**08/31/19**		**541,897.26**
DEPOSITS IN TRANSIT		0.00	
OUTSTANDING CHECKS		0.00	
OTHER		0.00	
ADJUSTED BANK BALANCE:	**08/31/19**		**541,897.26**
BALANCE PER G/L	**07/31/19**		**601,547.98**
ADD: DEPOSITS		0.00	
INTEREST		120.18	
ROUNDING ERROR		0.00	
BANK ACCOUNT TRANSFER FROM GENERAL FUND		0.00	
LESS: CHECKS		0.00	
CLIENT ANALYSIS SERVICE CHARGE		0.00	
BANK ACCOUNT TRANSFER TO GENERAL FUND		59,770.90	
BALANCE PER G/L	**08/31/19**		**541,897.26**
		DIFFERENCE:	0.00

* *This account changed name in March 2011 from "Discretionary Fund" to "Head Start Accrued Vacation".*

PREPARED BY: Veronica Ipatzi TITLE: Accountant DATE: 09/10/19

APPROVED BY: _____ TITLE: Chief Financial Officer DATE: 09/10/19

COMMUNITY ACTION PARTNERSHIP OF KERN
CHILD DEVELOPMENT RESERVE #2
5005 BUSINESS PARK NORTH
BAKERSFIELD, CA 93309-1651

BANK RECONCILIATION FOR MONTH ENDING
August 31, 2019

WELLS FARGO BANK, N.A.
P. O. BOX 63020
SAN FRANCISCO, CA 94163

ACCOUNT NO.: XXXXX-X2049

BANK BALANCE ENDING:	**08/31/19**		**2.11**
DEPOSITS IN TRANSIT		0.00	
OUTSTANDING CHECKS		0.00	
OTHER		0.00	
ADJUSTED BANK BALANCE:	**08/31/19**		**2.11**
BALANCE PER G/L	**07/31/19**		**0.02**
ADD: DEPOSITS		0.00	
INTEREST		0.00	
BANK ACCOUNT TRANSFER FROM GENERAL FUND		2.09	
LESS: CHECKS		0.00	
CLIENT ANALYSIS SERVICE CHARGE		0.00	
BANK ACCOUNT TRANSFER TO GENERAL FUND		0.00	
BALANCE PER G/L	**08/31/19**		**2.11**
		DIFFERENCE:	0.00

PREPARED BY: Veronica Ipatzi Accountant DATE: 09/10/19

APPROVED BY: _____ TITLE: Chief Financial Officer DATE: 09/10/19

COMMUNITY ACTION PARTNERSHIP OF KERN
CSD ADVANCES ACCOUNT**
5005 BUSINESS PARK NORTH
BAKERSFIELD, CA 93309-1651

BANK RECONCILIATION FOR MONTH ENDING
August 31, 2019

WELLS FARGO BANK, N.A.
P. O. BOX 63020
SAN FRANCISCO, CA 94163

ACCOUNT NO.: XXXXX-X1095

BANK BALANCE ENDING:	**08/31/19**		**510,813.03**
DEPOSITS IN TRANSIT		0.00	
OUTSTANDING CHECKS		0.00	
OTHER		0.00	
ADJUSTED BANK BALANCE:	**08/31/19**		**510,813.03**
BALANCE PER G/L	**07/31/19**		**16,873.39**
ADD: DEPOSITS		1,108,859.99	
INTEREST		79.65	
BANK ACCOUNT TRANSFER FROM GENERAL FUND		0.00	
LESS: CHECKS		0.00	
CLIENT ANALYSIS SERVICE CHARGE		0.00	
WIRE TRANSFER		615,000.00	
BANK ACCOUNT TRANSFER TO GENERAL FUND		0.00	
BALANCE PER G/L	**08/31/19**		**510,813.03**

** December 2009 name changed from Food Bank to DOE ARRA.*
*** January 2018 name changed from DOE ARRA to CSD Advances.*

DIFFERENCE: 0.00

PREPARED BY: Veronica Ipatzi TITLE: Accountant DATE: 09/10/19

APPROVED BY: TITLE: Chief Financial Officer DATE: 09/10/19

COMMUNITY ACTION PARTNERSHIP OF KERN
ON-LINE DONATIONS ACCOUNT
5005 BUSINESS PARK NORTH
BAKERSFIELD, CA 93309-1651

BANK RECONCILIATION FOR MONTH ENDING
August 31, 2019

WELLS FARGO BANK, N.A.
P. O. BOX 6302(
SAN FRANCISCO, CA 94163

ACCOUNT NO.: XXXXX-X1921

BANK BALANCE ENDING:	**08/31/19**		**5,534.08**
DEPOSITS IN TRANSIT		0.00	
OUTSTANDING CHECKS		0.00	
OTHER		0.00	
ADJUSTED BANK BALANCE	**08/31/19**		**5,534.08**
BALANCE PER GENERAL LEDGER	**07/31/19**		**5,479.63**
ADD: DEPOSITS (Credit Card Donations & Shared Fee)		0.00	
ONLINE DONATIONS		66.06	
PAYPAL DEPOSIT		0.00	
INTEREST		0.84	
LESS: APPLIED MERCHANT DEBITS		0.00	
CLIENT ANALYSIS SERVICE CHARGE		0.00	
BANKCARD FEES		12.45	
CASH CONCENTRATION FEE		0.00	
FUND TRANSFER TO GENERAL FUND		0.00	
		0.00	
BALANCE PER GENERAL LEDGER:	**08/31/19**		**5,534.08**

** October 2009 name changed from WIC Account to CSBG ARRA Account and is now interest-bearing.*
*** August 2010 name changed from CSBG ARRA Account to HOPE Program Account.*
**** January 2018 name changed from HOPE Program Account to On-line Donations Account.*

Difference: **0.00**

PREPARED BY: Veronica Ipatzi TITLE: Accountant DATE: 09/10/19

APPROVED BY: TITLE: Chief Financial Officer DATE: 09/10/19

COMMUNITY ACTION PARTNERSHIP OF KERN
BANK OF AMERICA MASTERCARD SUMMARY
STATEMENTS DATED JULY 22, 2019 - AUGUST 21, 2019

Cardholder	Position	Amount Charged
Gloria Barbero	Administrator - EHS San Joaquin	$ -
Yolanda Gonzales	Director of Head Start/State Child Development Programs	(248.24)
Ralph Martinez	Director of Community Development	-
Raymond Quan	Director of Human Resources	-
Pritika Ram	Director of Administration	(209.69)
Carmen Segovia	Director of Health & Nutrition Services	-
Jeremy Tobias	Chief Executive Officer	-
Emilio Wagner	Director of Operations	771.40
	Total	$ 313.47

Bank of America

GLORIA BARBERO

Platinum Plus® for Business | July 22, 2019 - August 21, 2019 | Cardholder Statement

Account Information:
www.bankofamerica.com

Mail Billing Inquiries to:
BANK OF AMERICA
PO BOX 982238
EL PASO, TX 79998-2238

Mail Payments to:
BUSINESS CARD
PO BOX 15796
WILMINGTON, DE 19886-5796

Customer Service:
1.800.673.1044, 24 Hours

TTY Hearing Impaired:
1.888.500.6267, 24 Hours

Outside the U.S.:
1.509.353.6656, 24 Hours

For Lost or Stolen Card:
1.800.673.1044, 24 Hours

Business Offers:
www.bankofamerica.com/mybusinesscenter

Payment Information

New Balance Total	$0.00
Minimum Payment Due	**$0.00**
Payment Due Date	**09/17/19**

Minimum Payment Warning: If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance.

Account Summary

Previous Balance	$1,986.73
Payments and Other Credits	-$2,170.41
Balance Transfer Activity	$0.00
Cash Advance Activity	$0.00
Purchases and Other Charges	$183.68
Fees Charged	**$0.00**
Finance Charge	**$0.00**
New Balance Total	$0.00
Credit Limit	$5,000
Credit Available	$5,000.00
Statement Closing Date	08/21/19
Days in Billing Cycle	31

Transactions

Posting Date	*Transaction Date*	*Description*	*Reference Number*	*Amount*
		Payments and Other Credits		
08/15	08/15	CA Banking Center payment	22706005750017887383889	-2,170.41
		TOTAL PAYMENTS AND OTHER CREDITS FOR THIS PERIOD		**-$2,170.41**
		Purchases and Other Charges		
08/07	08/05	CAESARS HOTEL & CASINO 8662094732 NV Arr: 07/14/19 Dep: 08/05/19 Inv: 0009465574	55310209219006175145911	183.68
		TOTAL PURCHASES AND OTHER CHARGES FOR THIS PERIOD		**$183.68**

Account Number:
July 22, 2019 - August 21, 2019

New Balance Total	$0.00
Minimum Payment Due	**$0.00**
Payment Due Date	**09/17/19**

Enter payment amount

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GLORIA BARBERO
COMM ACTION PRTNRSH KERN
COMM ACTION PRTNRSH KERN
5005 BUSINESS PARK N
BAKERSFIELD, CA 93309-1651

Finance Charge Calculation

Your **Annual Percentage Rate (APR)** is the annual interest rate on your account.

	Annual Percentage Rate	Balance Subject to Interest Rate	Finance Charges by Transaction Type
PURCHASES	13.99%	$0.00	$0.00
CASH	26.49% V	$0.00	$0.00

V = Variable Rate (rate may vary), Promotional Balance = APR for limited time on specified transactions.

Bank of America

YOLANDA GONZALES

Platinum Plus® for Business | July 22, 2019 - August 21, 2019 | Cardholder Statement

Account Information:
www.bankofamerica.com

Mail Billing Inquiries to:
BANK OF AMERICA
PO BOX 982238
EL PASO, TX 79998-2238

Mail Payments to:
BUSINESS CARD
PO BOX 15796
WILMINGTON, DE 19886-5796

Customer Service:
1.800.673.1044, 24 Hours

TTY Hearing Impaired:
1.888.500.6267, 24 Hours

Outside the U.S.:
1.509.353.6656, 24 Hours

For Lost or Stolen Card:
1.800.673.1044, 24 Hours

Business Offers:
www.bankofamerica.com/mybusinesscenter

Payment Information

New Balance Total	-$248.24
Minimum Payment Due	**$0.00**
Payment Due Date	**09/17/19**

Minimum Payment Warning: If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance.

Account Summary

Previous Balance	$0.00
Payments and Other Credits	-$248.24
Balance Transfer Activity	$0.00
Cash Advance Activity	$0.00
Purchases and Other Charges	$0.00
Fees Charged	**$0.00**
Finance Charge	**$0.00**
New Balance Total	-$248.24
Credit Limit	$10,000
Credit Available	$10,000.00
Statement Closing Date	08/21/19
Days in Billing Cycle	31

Transactions

Posting Date	*Transaction Date*	*Description*	*Reference Number*	*Amount*
		Payments and Other Credits		
08/01	07/31	BALBOA BAY RESORT CLUB NEWPORT BEACHCA	45180139212051600120059	- 248.24
		TOTAL PAYMENTS AND OTHER CREDITS FOR THIS PERIOD		**-$248.24**

Account Number:
July 22, 2019 - August 21, 2019

New Balance Total	-$248.24
Minimum Payment Due	**$0.00**
Payment Due Date	**09/17/19**

BUSINESS CARD
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YOLANDA GONZALES
COMM ACTION PRTNRSH KERN
COMM ACTION PRTNRSH KERN
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BAKERSFIELD, CA 93309-1651

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BUSINESS CARD,
or make your payment online at
www.bankofamerica.com

Finance Charge Calculation

Your **Annual Percentage Rate (APR)** is the annual interest rate on your account.

	Annual Percentage Rate	Balance Subject to Interest Rate	Finance Charges by Transaction Type
PURCHASES	13.99%	$0.00	$0.00
CASH	26.49% V	$0.00	$0.00

V = Variable Rate (rate may vary), Promotional Balance = APR for limited time on specified transactions.

Bank of America

RALPH MARTINEZ

Platinum Plus® for Business | July 22, 2019 - August 21, 2019 | Cardholder Statement

Account Information:
www.bankofamerica.com

Mail Billing Inquiries to:
BANK OF AMERICA
PO BOX 982238
EL PASO, TX 79998-2238

Mail Payments to:
BUSINESS CARD
PO BOX 15796
WILMINGTON, DE 19886-5796

Customer Service:
1.800.673.1044, 24 Hours

TTY Hearing Impaired:
1.888.500.6267, 24 Hours

Outside the U.S.:
1.509.353.6656, 24 Hours

For Lost or Stolen Card:
1.800.673.1044, 24 Hours

Business Offers:
www.bankofamerica.com/mybusinesscenter

Payment Information

New Balance Total	$0.00
Minimum Payment Due	**$0.00**
Payment Due Date	**09/17/19**

Minimum Payment Warning: If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance.

Account Summary

Previous Balance	$1,309.99
Payments and Other Credits	-$1,433.04
Balance Transfer Activity	$0.00
Cash Advance Activity	$0.00
Purchases and Other Charges	$123.05
Fees Charged	**$0.00**
Finance Charge	**$0.00**
New Balance Total	$0.00
Credit Limit	$10,000
Credit Available	$10,000.00
Statement Closing Date	08/21/19
Days in Billing Cycle	31

Transactions

Posting Date	*Transaction Date*	*Description*	*Reference Number*	*Amount*
		Payments and Other Credits		
08/15	08/15	CA Banking Center payment	22706005750017887325633	- 1,433.04
		TOTAL PAYMENTS AND OTHER CREDITS FOR THIS PERIOD		**-$1,433.04**
		Purchases and Other Charges		
07/22	07/21	FACEBK DNWK7M2VT2 Menlo Park CA	15270219202000043263634	123.05
		TOTAL PURCHASES AND OTHER CHARGES FOR THIS PERIOD		**$123.05**

Account Number:
July 22, 2019 - August 21, 2019

New Balance Total	$0.00
Minimum Payment Due	**$0.00**
Payment Due Date	**09/17/19**

BUSINESS CARD
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RALPH MARTINEZ
COMM ACTION PRTNRSH KERN
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5005 BUSINESS PARK N
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BUSINESS CARD,
or make your payment online at
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Finance Charge Calculation

Your **Annual Percentage Rate (APR)** is the annual interest rate on your account.

	Annual Percentage Rate	Balance Subject to Interest Rate	Finance Charges by Transaction Type
PURCHASES	13.99%	$0.00	$0.00
CASH	26.49% V	$0.00	$0.00

V = Variable Rate (rate may vary), Promotional Balance = APR for limited time on specified transactions.

Bank of America

RAYMOND T QUAN

Platinum Plus® for Business | July 22, 2019 - August 21, 2019 | Cardholder Statement

Account Information:
www.bankofamerica.com

Mail Billing Inquiries to:
BANK OF AMERICA
PO BOX 982238
EL PASO, TX 79998-2238

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WILMINGTON, DE 19886-5796

Customer Service:
1.800.673.1044, 24 Hours

TTY Hearing Impaired:
1.888.500.6267, 24 Hours

Outside the U.S.:
1.509.353.6656, 24 Hours

For Lost or Stolen Card:
1.800.673.1044, 24 Hours

Business Offers:
www.bankofamerica.com/mybusinesscenter

Payment Information

New Balance Total	$0.00
Minimum Payment Due	**$0.00**
Payment Due Date	**09/17/19**

Minimum Payment Warning: If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance.

Account Summary

Previous Balance	$147.03
Payments and Other Credits	-$147.03
Balance Transfer Activity	$0.00
Cash Advance Activity	$0.00
Purchases and Other Charges	$0.00
Fees Charged	**$0.00**
Finance Charge	**$0.00**
New Balance Total	$0.00
Credit Limit	$10,000
Credit Available	$10,000.00
Statement Closing Date	08/21/19
Days in Billing Cycle	31

Transactions

Posting Date	*Transaction Date*	*Description*	*Reference Number*	*Amount*
		Payments and Other Credits		
08/15	08/15	CA Banking Center payment	22706005760030887271812	- 147.03
		TOTAL PAYMENTS AND OTHER CREDITS FOR THIS PERIOD		**-$147.03**

Account Number:
July 22, 2019 - August 21, 2019

New Balance Total	$0.00
Minimum Payment Due	**$0.00**
Payment Due Date	**09/17/19**

BUSINESS CARD
PO BOX 15796
WILMINGTON, DE 19886-5796

RAYMOND T QUAN
COMM ACTION PRTNRSH KERN
COMM ACTION PRTNRSH KERN
5005 BUSINESS PARK N
BAKERSFIELD, CA 93309-1651

Enter payment amount

$ . .

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Finance Charge Calculation

Your **Annual Percentage Rate (APR)** is the annual interest rate on your account.

	Annual Percentage Rate	Balance Subject to Interest Rate	Finance Charges by Transaction Type
PURCHASES	13.99%	$0.00	$0.00
CASH	26.49% V	$0.00	$0.00

V = Variable Rate (rate may vary), Promotional Balance = APR for limited time on specified transactions.

Bank of America

PRITIKA RAM

Platinum Plus® for Business | July 22, 2019 - August 21, 2019 | Cardholder Statement

Account Information:
www.bankofamerica.com

Mail Billing Inquiries to:
BANK OF AMERICA
PO BOX 982238
EL PASO, TX 79998-2238

Mail Payments to:
BUSINESS CARD
PO BOX 15796
WILMINGTON, DE 19886-5796

Customer Service:
1.800.673.1044, 24 Hours

TTY Hearing Impaired:
1.888.500.6267, 24 Hours

Outside the U.S.:
1.509.353.6656, 24 Hours

For Lost or Stolen Card:
1.800.673.1044, 24 Hours

Business Offers:
www.bankofamerica.com/mybusinesscenter

Payment Information

New Balance Total	-$209.69
Minimum Payment Due	**$0.00**
Payment Due Date	**09/17/19**

Minimum Payment Warning: If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance.

Account Summary

Previous Balance	$4,107.13
Payments and Other Credits	-$4,316.82
Balance Transfer Activity	$0.00
Cash Advance Activity	$0.00
Purchases and Other Charges	$0.00
Fees Charged	**$0.00**
Finance Charge	**$0.00**
New Balance Total	-$209.69
Credit Limit	$10,000
Credit Available	$10,000.00
Statement Closing Date	08/21/19
Days in Billing Cycle	31

Transactions

Posting Date	*Transaction Date*	*Description*	*Reference Number*	*Amount*
		Payments and Other Credits		
08/07	08/05	CAESARS HOTEL & CASINO 8662094732 NV Arr: 08/05/19 Dep: 08/05/19 Inv: 0017524627	55310209219006175246271	- 183.68
08/15	08/15	CA Banking Center payment	22706005760040887222962	- 3,923.45
08/19	08/17	HYATT REGENCY LONG BEA LONG BEACH CA Arr: 08/17/19 Dep: 08/17/19 Inv: 0000057225	55310209229722000572255	- 209.69
		TOTAL PAYMENTS AND OTHER CREDITS FOR THIS PERIOD		**-$4,316.82**

Account Number:
July 22, 2019 - August 21, 2019

New Balance Total	-$209.69
Minimum Payment Due	**$0.00**
Payment Due Date	**09/17/19**

BUSINESS CARD
PO BOX 15796
WILMINGTON, DE 19886-5796

Enter payment amount

$ . .

PRITIKA RAM
COMM ACTION PRTNRSH KERN
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5005 BUSINESS PARK N
BAKERSFIELD, CA 93309-1651

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BUSINESS CARD,
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www.bankofamerica.com

Finance Charge Calculation

Your **Annual Percentage Rate (APR)** is the annual interest rate on your account.

	Annual Percentage Rate	Balance Subject to Interest Rate	Finance Charges by Transaction Type
PURCHASES	13.99%	$0.00	$0.00
CASH	26.49% V	$0.00	$0.00

V = Variable Rate (rate may vary), Promotional Balance = APR for limited time on specified transactions.

Bank of America

CARMEN SEGOVIA

Platinum Plus® for Business | July 22, 2019 - August 21, 2019 | Cardholder Statement

Account Information:
www.bankofamerica.com

Mail Billing Inquiries to:
BANK OF AMERICA
PO BOX 982238
EL PASO, TX 79998-2238

Mail Payments to:
BUSINESS CARD
PO BOX 15796
WILMINGTON, DE 19886-5796

Customer Service:
1.800.673.1044, 24 Hours

TTY Hearing Impaired:
1.888.500.6267, 24 Hours

Outside the U.S.:
1.509.353.6656, 24 Hours

For Lost or Stolen Card:
1.800.673.1044, 24 Hours

Business Offers:
www.bankofamerica.com/mybusinesscenter

Payment Information

New Balance Total	$0.00
Minimum Payment Due	**$0.00**
Payment Due Date	**09/17/19**

Minimum Payment Warning: If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance.

Account Summary

Previous Balance	$8,112.49
Payments and Other Credits	-$8,112.49
Balance Transfer Activity	$0.00
Cash Advance Activity	$0.00
Purchases and Other Charges	$0.00
Fees Charged	**$0.00**
Finance Charge	**$0.00**
New Balance Total	$0.00
Credit Limit	$20,000
Credit Available	$20,000.00
Statement Closing Date	08/21/19
Days in Billing Cycle	31

Transactions

Posting Date	*Transaction Date*	*Description*	*Reference Number*	*Amount*
		Payments and Other Credits		
07/26	07/24	AMERICAN 00106516541088 8004337300 TX LUJAN/KATHLYN 00106516541088 Departure Date: 07/03/19 Airport Code: RVU AA Y FEE	55310209206978001399380	- 19.94
08/15	08/15	CA Banking Center payment	22706005750002887163614	- 8,092.55
		TOTAL PAYMENTS AND OTHER CREDITS FOR THIS PERIOD		**-$8,112.49**

Account Number:
July 22, 2019 - August 21, 2019

New Balance Total	$0.00
Minimum Payment Due	**$0.00**
Payment Due Date	**09/17/19**

BUSINESS CARD
PO BOX 15796
WILMINGTON, DE 19886-5796

Enter payment amount

$ . .

CARMEN SEGOVIA
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5005 BUSINESS PARK N
BAKERSFIELD, CA 93309-1651

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Finance Charge Calculation

Your **Annual Percentage Rate (APR)** is the annual interest rate on your account.

	Annual Percentage Rate	Balance Subject to Interest Rate	Finance Charges by Transaction Type
PURCHASES	13.99%	$0.00	$0.00
CASH	26.49% V	$0.00	$0.00

V = Variable Rate (rate may vary), Promotional Balance = APR for limited time on specified transactions.

Bank of America

JEREMY T TOBIAS

Platinum Plus® for Business | July 22, 2019 - August 21, 2019 | Cardholder Statement

Account Information:
www.bankofamerica.com

Mail Billing Inquiries to:
BANK OF AMERICA
PO BOX 982238
EL PASO, TX 79998-2238

Mail Payments to:
BUSINESS CARD
PO BOX 15796
WILMINGTON, DE 19886-5796

Customer Service:
1.800.673.1044, 24 Hours

TTY Hearing Impaired:
1.888.500.6267, 24 Hours

Outside the U.S.:
1.509.353.6656, 24 Hours

For Lost or Stolen Card:
1.800.673.1044, 24 Hours

Business Offers:
www.bankofamerica.com/mybusinesscenter

Payment Information

New Balance Total	$0.00
Minimum Payment Due	**$0.00**
Payment Due Date	**09/17/19**

Minimum Payment Warning: If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance.

Account Summary

Previous Balance	$1,447.85
Payments and Other Credits	-$1,447.85
Balance Transfer Activity	$0.00
Cash Advance Activity	$0.00
Purchases and Other Charges	$0.00
Fees Charged	**$0.00**
Finance Charge	**$0.00**
New Balance Total	$0.00
Credit Limit	$10,000
Credit Available	$10,000.00
Statement Closing Date	08/21/19
Days in Billing Cycle	31

Transactions

Posting Date	*Transaction Date*	*Description*	*Reference Number*	*Amount*
		Payments and Other Credits		
08/15	08/15	CA Banking Center payment	22706005750002886958667	- 1,447.85
		TOTAL PAYMENTS AND OTHER CREDITS FOR THIS PERIOD		**-$1,447.85**

Account Number:
July 22, 2019 - August 21, 2019

New Balance Total	$0.00
Minimum Payment Due	**$0.00**
Payment Due Date	**09/17/19**

BUSINESS CARD
PO BOX 15796
WILMINGTON, DE 19886-5796

JEREMY T TOBIAS
COMM ACTION PRTNRSH KERN
COMM ACTION PRTNRSH KERN
5005 BUSINESS PARK N
BAKERSFIELD, CA 93309-1651

Enter payment amount

$ . .

For change of address/phone number, see reverse side.

Mail this coupon along with your check payable to:
BUSINESS CARD,
or make your payment online at
www.bankofamerica.com

Finance Charge Calculation

Your **Annual Percentage Rate (APR)** is the annual interest rate on your account.

	Annual Percentage Rate	Balance Subject to Interest Rate	Finance Charges by Transaction Type
PURCHASES	13.99%	$0.00	$0.00
CASH	21.49% V	$0.00	$0.00

V = Variable Rate (rate may vary), Promotional Balance = APR for limited time on specified transactions.

Bank of America

EMILIO WAGNER

Platinum Plus® for Business | July 22, 2019 - August 21, 2019 | Cardholder Statement

Account Information:
www.bankofamerica.com

Mail Billing Inquiries to:
BANK OF AMERICA
PO BOX 982238
EL PASO, TX 79998-2238

Mail Payments to:
BUSINESS CARD
PO BOX 15796
WILMINGTON, DE 19886-5796

Customer Service:
1.800.673.1044, 24 Hours

TTY Hearing Impaired:
1.888.500.6267, 24 Hours

Outside the U.S.:
1.509.353.6656, 24 Hours

For Lost or Stolen Card:
1.800.673.1044, 24 Hours

Business Offers:
www.bankofamerica.com/mybusinesscenter

Payment Information

New Balance Total	$771.40
Minimum Payment Due	**$10.00**
Payment Due Date	**09/17/19**

Late Payment Warning: If we do not receive your minimum payment by the date listed above. You may have to pay a fee based on the outstanding balance on the fee assessment date:
$19.00 for balance less than $100.01
$29.00 for balance less than $1,000.01
$39.00 for balance less than $5,000.01
$49.00 for balance equal to or greater than $5,000.01

Minimum Payment Warning: If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance.

Account Summary

Previous Balance	$3,439.40
Payments and Other Credits	-$3,489.40
Balance Transfer Activity	$0.00
Cash Advance Activity	$0.00
Purchases and Other Charges	$821.40
Fees Charged	**$0.00**
Finance Charge	**$0.00**
New Balance Total	$771.40
Credit Limit	$10,000
Credit Available	$9,228.60
Statement Closing Date	08/21/19
Days in Billing Cycle	31

Transactions

Posting Date	*Transaction Date*	*Description*	*Reference Number*	*Amount*
		Payments and Other Credits		
07/30	07/29	PAYPAL *KERNCOUNTYC 4029357733 CA	55429509210894249344853	-50.00
08/15	08/15	CA Banking Center payment	22706005750017887052518	-3,439.40
		TOTAL PAYMENTS AND OTHER CREDITS FOR THIS PERIOD		**-$3,489.40**
		Purchases and Other Charges		
07/22	07/20	MINDBODY, INC 805-4762700 CA	85454919202900016772568	445.40
07/29	07/25	HOLIDAY INN EXPRESS SA SACRAMENTO CA Arr: 07/24/19 Dep: 07/25/19 Inv: 11049559	55310209207708585292084	166.75

Account Number:
July 22, 2019 - August 21, 2019

New Balance Total	$771.40
Minimum Payment Due	**$10.00**
Payment Due Date	**09/17/19**

BUSINESS CARD
PO BOX 15796
WILMINGTON, DE 19886-5796

EMILIO WAGNER
COMM ACTION PRTNRSH KERN
COMM ACTION PRTNRSH KERN
5005 BUSINESS PARK N
BAKERSFIELD, CA 93309-1651

Enter payment amount

$ . .

For change of address/phone number, see reverse side.

Mail this coupon along with your check payable to:
BUSINESS CARD,
or make your payment online at
www.bankofamerica.com

Transactions

Posting Date	*Transaction Date*	*Description*	*Reference Number*	*Amount*
08/13	08/13	ONESTEPGPSCOM 18186592031 CA	55429509225715428894728	209.25
		TOTAL PURCHASES AND OTHER CHARGES FOR THIS PERIOD		**$821.40**

Finance Charge Calculation

Your **Annual Percentage Rate (APR)** is the annual interest rate on your account.

	Annual Percentage Rate	Balance Subject to Interest Rate	Finance Charges by Transaction Type
PURCHASES	13.99%	$0.00	$0.00
CASH	26.49% V	$0.00	$0.00

V = Variable Rate (rate may vary), Promotional Balance = APR for limited time on specified transactions.

COMMUNITY ACTION PARTNERSHIP OF KERN
WELLS FARGO VISA SUMMARY
STATEMENTS DATED August 1, 2019 - August 31, 2019

Cardholder	Position	Amount Charged
CAPK	Accounts Payable	$ -
Gloria Barbero	Administrator - EHS San Joaquin	538.95
Yolanda Gonzales	Director of Head Start/State Child Development Programs	2,260.53
Donna Holland	Fiscal Administrator	4,866.51
Raymond Quan	Director of Human Resources	-
Pritika Ram	Director of Administration	1,505.56
Carmen Segovia	Director of Health & Nutrition Services	4,552.07
Jeremy Tobias	Chief Executive Officer	1,067.81
Emilio Wagner	Director of Operations	8,379.82
Tracy Webster	Chief Financial Officer	50.00
	Total	$ 23,221.25

WELLS FARGO

Statement Expenses

09/03/2019 11:59 AM PT
Requested By: ELIAS, SARA

Cardholder Summary			
Cardholder Name:	**AP, CAPK**	Start Date:	**08/01/2019**
Card Number:	**xxxx-xxxx-xxxx-7017**	End Date:	**08/31/2019**
Status:	**Open**	Reminder Period:	
Charges:	**0.00 USD**	**09/03/2019** through **09/05/2019**	
Out-of-pocket:	**0.00 USD**	Grace Period:	
Total Amount:	**0.00 USD**	**09/06/2019** through **09/08/2019**	
		Approval Period:	
		09/09/2019 through **09/12/2019**	
		Download Period:	
		09/13/2019 through **09/30/2019**	

Charges

There are no results.

---End of Report---

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WELLS FARGO

Statement Expenses

09/03/2019 12:03 PM PT
Requested By: ELIAS, SARA

Cardholder Summary

Cardholder Name:	**BARBERO, GLORIA**	Start Date:	**08/01/2019**
Card Number:	**xxxx-xxxx-xxxx-7058**	End Date:	**08/31/2019**
Status:	**Open**	Reminder Period:	
Charges:	**538.95 USD**	**09/03/2019** through **09/05/2019**	
Out-of-pocket:	**0.00 USD**	Grace Period:	
Total Amount:	**538.95 USD**	**09/06/2019** through **09/08/2019**	
		Approval Period:	
		09/09/2019 through **09/12/2019**	
		Download Period:	
		09/13/2019 through **09/30/2019**	

Charges

1.	Transaction Date	Posting Date	Merchant	General Ledger Code	Unit	Receipt Submitted ‡	Amount / Original Currency
	08/12/2019	08/13/2019	Usps Po 0575290215 Stockton,CA		CAPK Pcard (CAPL Pcard)	No	1.75 USD / 1.75

2.	Transaction Date	Posting Date	Merchant	General Ledger Code	Unit	Receipt Submitted ‡	Amount / Original Currency
	08/21/2019	08/23/2019	Hawaiian Ai 1732175668879 Web Sales,HI		CAPK Pcard (CAPL Pcard)	No	537.20 USD / 537.20

Total Charges: 538.95 USD

‡ - The Receipt Submitted column indicates that a receipt was submitted via fax, email, at the statement level, or using a system other than the Commercial Card Expense Reporting service.

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WELLS FARGO

Statement Expenses

09/03/2019 12:04 PM PT
Requested By: ELIAS, SARA

Cardholder Summary

Cardholder Name:	**GONZALES, YOLANDA**	Start Date:	**08/01/2019**
Card Number:	**xxxx-xxxx-xxxx-7009**	End Date:	**08/31/2019**
Status:	**Open**	Reminder Period:	
Charges:	**2,260.53 USD**	**09/03/2019** through **09/05/2019**	
Out-of-pocket:	**0.00 USD**	Grace Period:	
Total Amount:	**2,260.53 USD**	**09/06/2019** through **09/08/2019**	
		Approval Period:	
		09/09/2019 through **09/12/2019**	
		Download Period:	
		09/13/2019 through **09/30/2019**	

Charges

	Transaction Date	Posting Date	Merchant	General Ledger Code	Unit	Receipt Submitted ‡	Amount / Original Currency
1.	07/30/2019	08/01/2019	Embassy Suites Downey Downey,CA		CAPK Pcard (CAPL Pcard)	No	10.00 USD / 10.00
2.	07/31/2019	08/02/2019	Embassy Suites Downey Downey,CA		CAPK Pcard (CAPL Pcard)	No	279.94 USD / 279.94
3.	08/13/2019	08/15/2019	The Mark 661-3227665,CA		CAPK Pcard (CAPL Pcard)	No	500.00 USD / 500.00
4.	08/21/2019	08/23/2019	Hawaiian Ai 1732175663279 Web Sales,HI		CAPK Pcard (CAPL Pcard)	No	457.20 USD / 457.20
5.	08/23/2019	08/26/2019	United 0162469212752 800-932-2732,TX		CAPK Pcard (CAPL Pcard)	No	449.20 USD / 449.20
6.	08/23/2019	08/26/2019	United 0161530250530		CAPK Pcard (CAPL Pcard)	No	24.00 USD / 24.00

			800-932-2732,TX				
7.	**Transaction Date**	**Posting Date**	**Merchant**	**General Ledger Code**	**Unit**	**Receipt Submitted ‡**	**Amount / Original Currency**
	08/23/2019	08/26/2019	United 0161530250531 800-932-2732,TX		CAPK Pcard (CAPL Pcard)	No	24.00 USD / 24.00
8.	**Transaction Date**	**Posting Date**	**Merchant**	**General Ledger Code**	**Unit**	**Receipt Submitted ‡**	**Amount / Original Currency**
	08/26/2019	08/27/2019	Cp Fbo Roundtable Httpscommunit,CA		CAPK Pcard (CAPL Pcard)	No	100.00 USD / 100.00
9.	**Transaction Date**	**Posting Date**	**Merchant**	**General Ledger Code**	**Unit**	**Receipt Submitted ‡**	**Amount / Original Currency**
	08/26/2019	08/28/2019	American Air0010655147372 Fort Worth,TX		CAPK Pcard (CAPL Pcard)	No	39.19 USD / 39.19
10.	**Transaction Date**	**Posting Date**	**Merchant**	**General Ledger Code**	**Unit**	**Receipt Submitted ‡**	**Amount / Original Currency**
	08/26/2019	08/28/2019	American Air0011500650619 Fort Worth,TX		CAPK Pcard (CAPL Pcard)	No	30.00 USD / 30.00
11.	**Transaction Date**	**Posting Date**	**Merchant**	**General Ledger Code**	**Unit**	**Receipt Submitted ‡**	**Amount / Original Currency**
	08/26/2019	08/28/2019	American Air0011500650791 Fort Worth,TX		CAPK Pcard (CAPL Pcard)	No	30.00 USD / 30.00
12.	**Transaction Date**	**Posting Date**	**Merchant**	**General Ledger Code**	**Unit**	**Receipt Submitted ‡**	**Amount / Original Currency**
	08/27/2019	08/29/2019	Go Airport Express Chicago,IL		CAPK Pcard (CAPL Pcard)	No	213.40 USD / 213.40
13.	**Transaction Date**	**Posting Date**	**Merchant**	**General Ledger Code**	**Unit**	**Receipt Submitted ‡**	**Amount / Original Currency**
	08/29/2019	08/30/2019	Sq Books@thebookst Chicago,IL		CAPK Pcard (CAPL Pcard)	No	51.80 USD / 51.80
14.	**Transaction Date**	**Posting Date**	**Merchant**	**General Ledger Code**	**Unit**	**Receipt Submitted ‡**	**Amount / Original Currency**
	08/29/2019	08/30/2019	Sq Books@thebookst Winnetka,IL		CAPK Pcard (CAPL Pcard)	No	51.80 USD / 51.80

Total Charges: 2,260.53 USD

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WELLS FARGO

Statement Expenses

09/03/2019 12:05 PM PT
Requested By: ELIAS, SARA

Cardholder Summary

Cardholder Name:	**HOLLAND, DONNA**	Start Date:	**08/01/2019**
Card Number:	**xxxx-xxxx-xxxx-7033**	End Date:	**08/31/2019**
Status:	**Cardholder Reviewed**	Reminder Period:	
Charges:	**4,866.51 USD**	**09/03/2019** through **09/05/2019**	
Out-of-pocket:	**0.00 USD**	Grace Period:	
Total Amount:	**4,866.51 USD**	**09/06/2019** through **09/08/2019**	
		Approval Period:	
		09/09/2019 through **09/12/2019**	
		Download Period:	
		09/13/2019 through **09/30/2019**	

Charges

	Transaction Date	Posting Date	Merchant	General Ledger Code	Unit	Receipt Submitted ‡	Amount / Original Currency
1.	07/31/2019	08/02/2019	Mandalay - Adv Dep 8552755733,NV		CAPK Pcard (CAPL Pcard)	No	534.03 USD / 534.03
2.	07/31/2019	08/02/2019	Mandalay - Adv Dep 8552755733,NV		CAPK Pcard (CAPL Pcard)	No	534.03 USD / 534.03
3.	08/21/2019	08/23/2019	Hawaiian Ai 1732175663972 Web Sales,HI		CAPK Pcard (CAPL Pcard)	No	457.20 USD / 457.20
4.	08/21/2019	08/23/2019	Hawaiian Ai 1732175663973 Web Sales,HI		CAPK Pcard (CAPL Pcard)	No	457.20 USD / 457.20
5.	08/21/2019	08/23/2019	Hawaiian Ai 1732175663974 Web Sales,HI		CAPK Pcard (CAPL Pcard)	No	457.20 USD / 457.20
6.	08/21/2019	08/23/2019	Hawaiian Ai 1732175663465 Web Sales,HI		CAPK Pcard (CAPL Pcard)	No	457.20 USD / 457.20

7.	Transaction Date	Posting Date	Merchant	General Ledger Code	Unit	Receipt Submitted ‡	Amount / Original Currency
	08/21/2019	08/23/2019	Hawaiian Ai 1732175663466 Web Sales,HI		CAPK Pcard (CAPL Pcard)	No	457.20 USD / 457.20

8.	Transaction Date	Posting Date	Merchant	General Ledger Code	Unit	Receipt Submitted ‡	Amount / Original Currency
	08/21/2019	08/23/2019	Hawaiian Ai 1732175663564 Web Sales,HI		CAPK Pcard (CAPL Pcard)	No	457.20 USD / 457.20

9.	Transaction Date	Posting Date	Merchant	General Ledger Code	Unit	Receipt Submitted ‡	Amount / Original Currency
	08/23/2019	08/26/2019	Target 00027151 Bakersfield,CA		CAPK Pcard (CAPL Pcard)	No	216.49 USD / 216.49

10.	Transaction Date	Posting Date	Merchant	General Ledger Code	Unit	Receipt Submitted ‡	Amount / Original Currency
	08/28/2019	08/30/2019	Hyatt Regency Long Beach 8885884384,CA		CAPK Pcard (CAPL Pcard)	No	419.38 USD / 419.38

11.	Transaction Date	Posting Date	Merchant	General Ledger Code	Unit	Receipt Submitted ‡	Amount / Original Currency
	08/28/2019	08/30/2019	Hyatt Regency Long Beach 8885884384,CA		CAPK Pcard (CAPL Pcard)	No	419.38 USD / 419.38

Total Charges: 4,866.51 USD

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WELLS FARGO

Statement Expenses

09/03/2019 12:06 PM PT
Requested By: ELIAS, SARA

Cardholder Summary

Cardholder Name:	**QUAN, RAYMOND**	Start Date:	**08/01/2019**
Card Number:	**xxxx-xxxx-xxxx-6985**	End Date:	**08/31/2019**
Status:	**Open**	Reminder Period:	
Charges:	**0.00 USD**	**09/03/2019** through	**09/05/2019**
Out-of-pocket:	**0.00 USD**	Grace Period:	
Total Amount:	**0.00 USD**	**09/06/2019** through	**09/08/2019**
		Approval Period:	
		09/09/2019 through	**09/12/2019**
		Download Period:	
		09/13/2019 through	**09/30/2019**

Charges

There are no results.

---End of Report---

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WELLS FARGO

Statement Expenses

09/03/2019 12:08 PM PT
Requested By: ELIAS, SARA

Cardholder Summary

Cardholder Name:	**RAM, PRITIKA**	Start Date:	**08/01/2019**
Card Number:	**xxxx-xxxx-xxxx-7074**	End Date:	**08/31/2019**
Status:	**Open**	Reminder Period:	
Charges:	**1,505.56 USD**	**09/03/2019** through **09/05/2019**	
Out-of-pocket:	**0.00 USD**	Grace Period:	
Total Amount:	**1,505.56 USD**	**09/06/2019** through **09/08/2019**	
		Approval Period:	
		09/09/2019 through **09/12/2019**	
		Download Period:	
		09/13/2019 through **09/30/2019**	

Charges

	Transaction Date	Posting Date	Merchant	General Ledger Code	Unit	Receipt Submitted ‡	Amount / Original Currency
1.	08/05/2019	08/06/2019	The Bakersfield Circula 661-3957274,CA		CAPK Pcard (CAPL Pcard)	No	80.00 USD / 80.00
2.	08/06/2019	08/07/2019	Fresno Bee Digital Subsc 800-877-3400,CA		CAPK Pcard (CAPL Pcard)	No	79.99 USD / 79.99
3.	08/06/2019	08/07/2019	Sacbee Digital Subscript 800-284-3233,CA		CAPK Pcard (CAPL Pcard)	No	129.99 USD / 129.99
4.	08/06/2019	08/08/2019	Flame And Skewers 2 Bakersfield,CA		CAPK Pcard (CAPL Pcard)	No	69.28 USD / 69.28
5.	08/09/2019	08/12/2019	La Times Subscription 213-283-2274,CA		CAPK Pcard (CAPL Pcard)	No	207.48 USD / 207.48
6.	08/15/2019	08/16/2019				No	125.00 USD / 125.00

			Facebk V8y26njvt2 650-5434800,CA		CAPK Pcard (CAPL Pcard)		
7.	**Transaction Date**	**Posting Date**	**Merchant**	**General Ledger Code**	**Unit**	**Receipt Submitted ‡**	**Amount / Original Currency**
	08/18/2019	08/19/2019	Facebk Zakdnmjut2 650-5434800,CA		CAPK Pcard (CAPL Pcard)	No	125.00 USD / 125.00
8.	**Transaction Date**	**Posting Date**	**Merchant**	**General Ledger Code**	**Unit**	**Receipt Submitted ‡**	**Amount / Original Currency**
	08/21/2019	08/21/2019	Facebk Dq83qmjut2 650-5434800,CA		CAPK Pcard (CAPL Pcard)	No	108.91 USD / 108.91
9.	**Transaction Date**	**Posting Date**	**Merchant**	**General Ledger Code**	**Unit**	**Receipt Submitted ‡**	**Amount / Original Currency**
	08/21/2019	08/22/2019	Food-ex Bakersfield,CA		CAPK Pcard (CAPL Pcard)	No	262.73 USD / 262.73
10.	**Transaction Date**	**Posting Date**	**Merchant**	**General Ledger Code**	**Unit**	**Receipt Submitted ‡**	**Amount / Original Currency**
	08/27/2019	08/28/2019	Residence Inn Downtown Sacramento,CA		CAPK Pcard (CAPL Pcard)	No	249.18 USD / 249.18
11.	**Transaction Date**	**Posting Date**	**Merchant**	**General Ledger Code**	**Unit**	**Receipt Submitted ‡**	**Amount / Original Currency**
	08/27/2019	08/28/2019	Chevron 0092388 Merced,CA		CAPK Pcard (CAPL Pcard)	No	24.80 USD / 24.80
12.	**Transaction Date**	**Posting Date**	**Merchant**	**General Ledger Code**	**Unit**	**Receipt Submitted ‡**	**Amount / Original Currency**
	08/28/2019	08/30/2019	Shell Oil 57444235501 Bakersfield,CA		CAPK Pcard (CAPL Pcard)	No	43.20 USD / 43.20

Total Charges: 1,505.56 USD

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WELLS FARGO

Statement Expenses

09/03/2019 12:09 PM PT
Requested By: ELIAS, SARA

Cardholder Summary

Cardholder Name:	**SEGOVIA, CARMEN**	Start Date:	**08/01/2019**
Card Number:	**xxxx-xxxx-xxxx-7025**	End Date:	**08/31/2019**
Status:	**Open**	Reminder Period:	
Charges:	**4,552.07 USD**	**09/03/2019** through **09/05/2019**	
Out-of-pocket:	**0.00 USD**	Grace Period:	
Total Amount:	**4,552.07 USD**	**09/06/2019** through **09/08/2019**	
		Approval Period:	
		09/09/2019 through **09/12/2019**	
		Download Period:	
		09/13/2019 through **09/30/2019**	

Charges

	Transaction Date	Posting Date	Merchant	General Ledger Code	Unit	Receipt Submitted ‡	Amount / Original Currency
1.	08/01/2019	08/02/2019	Walmart.com 8009666546 800-966-6546,AR		CAPK Pcard (CAPL Pcard)	No	203.57 USD / 203.57
2.	08/05/2019	08/06/2019	Lassens Natural Foods-bk Bakersfield,CA		CAPK Pcard (CAPL Pcard)	No	64.57 USD / 64.57
3.	08/05/2019	08/06/2019	Target 00006148 Bakersfield,CA		CAPK Pcard (CAPL Pcard)	No	321.92 USD / 321.92
4.	08/05/2019	08/06/2019	Wm Supercenter #1624 Bakersfield,CA		CAPK Pcard (CAPL Pcard)	No	10.56 USD / 10.56
5.	08/07/2019	08/08/2019	Walmart.com 8009666546 800-966-6546,AR		CAPK Pcard (CAPL Pcard)	No	119.88 USD / 119.88
6.	08/07/2019	08/08/2019			CAPK Pcard	No	84.18 USD / 84.18

			Walmart.com 8009666546 800-966-6546,AR		(CAPL Pcard)		
7.	**Transaction Date**	**Posting Date**	**Merchant**	**General Ledger Code**	**Unit**	**Receipt Submitted ‡**	**Amount / Original Currency**
	08/09/2019	08/12/2019	Wal-mart #2557 Bakersfield,CA		CAPK Pcard (CAPL Pcard)	No	31.13 USD / 31.13
8.	**Transaction Date**	**Posting Date**	**Merchant**	**General Ledger Code**	**Unit**	**Receipt Submitted ‡**	**Amount / Original Currency**
	08/09/2019	08/12/2019	Wal-mart #5134 Bakersfield,CA		CAPK Pcard (CAPL Pcard)	No	93.40 USD / 93.40
9.	**Transaction Date**	**Posting Date**	**Merchant**	**General Ledger Code**	**Unit**	**Receipt Submitted ‡**	**Amount / Original Currency**
	08/09/2019	08/12/2019	Amzn Mktp Us Ma64x69j2 Amzn.com/bill,WA		CAPK Pcard (CAPL Pcard)	No	24.95 USD / 24.95
10.	**Transaction Date**	**Posting Date**	**Merchant**	**General Ledger Code**	**Unit**	**Receipt Submitted ‡**	**Amount / Original Currency**
	08/12/2019	08/13/2019	Hotelscom8001090256460 Hotels.com,NV		CAPK Pcard (CAPL Pcard)	No	212.28 USD / 212.28
11.	**Transaction Date**	**Posting Date**	**Merchant**	**General Ledger Code**	**Unit**	**Receipt Submitted ‡**	**Amount / Original Currency**
	08/12/2019	08/13/2019	Paypal Californiah 402-935-7733,CA		CAPK Pcard (CAPL Pcard)	No	45.00 USD / 45.00
12.	**Transaction Date**	**Posting Date**	**Merchant**	**General Ledger Code**	**Unit**	**Receipt Submitted ‡**	**Amount / Original Currency**
	08/13/2019	08/15/2019	Agoda.com Internet		CAPK Pcard (CAPL Pcard)	No	131.79 USD / 131.79
13.	**Transaction Date**	**Posting Date**	**Merchant**	**General Ledger Code**	**Unit**	**Receipt Submitted ‡**	**Amount / Original Currency**
	08/13/2019	08/15/2019	Cross Border Trans Fee		CAPK Pcard (CAPL Pcard)	No	1.32 USD / 1.32
14.	**Transaction Date**	**Posting Date**	**Merchant**	**General Ledger Code**	**Unit**	**Receipt Submitted ‡**	**Amount / Original Currency**
	08/19/2019	08/20/2019	Lassens Natural Foods-bk Bakersfield,CA		CAPK Pcard (CAPL Pcard)	No	120.68 USD / 120.68
15.	**Transaction Date**	**Posting Date**	**Merchant**	**General Ledger Code**	**Unit**	**Receipt Submitted ‡**	**Amount / Original Currency**
	08/21/2019	08/21/2019	Target.com 800-591-3869,MN		CAPK Pcard (CAPL Pcard)	No	40.90 USD / 40.90

	Transaction Date	Posting Date	Merchant	General Ledger Code	Unit	Receipt Submitted ‡	Amount / Original Currency
16.	08/22/2019	08/26/2019	Southwes 5262112125845 800-435-9792,TX		CAPK Pcard (CAPL Pcard)	No	169.96 USD / 169.96
17.	08/27/2019	08/28/2019	Hotelscom8071726554686 Hotels.com,NV		CAPK Pcard (CAPL Pcard)	No	652.80 USD / 652.80
18.	08/27/2019	08/28/2019	National Wic Assoc Www.nwica.org,DC		CAPK Pcard (CAPL Pcard)	No	410.00 USD / 410.00
19.	08/27/2019	08/28/2019	National Wic Assoc Www.nwica.org,DC		CAPK Pcard (CAPL Pcard)	No	410.00 USD / 410.00
20.	08/27/2019	08/28/2019	National Wic Assoc Www.nwica.org,DC		CAPK Pcard (CAPL Pcard)	No	410.00 USD / 410.00
21.	08/27/2019	08/29/2019	American Air0012374575045 Fort Worth,TX		CAPK Pcard (CAPL Pcard)	No	496.59 USD / 496.59
22.	08/27/2019	08/29/2019	American Air0012374575046 Fort Worth,TX		CAPK Pcard (CAPL Pcard)	No	496.59 USD / 496.59

Total Charges: 4,552.07 USD

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WELLS FARGO

Statement Expenses

09/03/2019 12:10 PM PT
Requested By: ELIAS, SARA

Cardholder Summary

Cardholder Name:	**TOBIAS, JEREMY**	Start Date:	**08/01/2019**
Card Number:	**xxxx-xxxx-xxxx-7066**	End Date:	**08/31/2019**
Status:	**Open**	Reminder Period:	
Charges:	**1,067.81 USD**	**09/03/2019** through **09/05/2019**	
Out-of-pocket:	**0.00 USD**	Grace Period:	
Total Amount:	**1,067.81 USD**	**09/06/2019** through **09/08/2019**	
		Approval Period:	
		09/09/2019 through **09/12/2019**	
		Download Period:	
		09/13/2019 through **09/30/2019**	

Charges

	Transaction Date	Posting Date	Merchant	General Ledger Code	Unit	Receipt Submitted ‡	Amount / Original Currency
1.	08/04/2019	08/06/2019	Hawaiian Ai 1732175369909 Web Sales,HI		CAPK Pcard (CAPL Pcard)	No	472.20 USD / 472.20
2.	08/20/2019	08/20/2019	California Community Acti 916-4431721,CA		CAPK Pcard (CAPL Pcard)	No	14.00 USD / 14.00
3.	08/21/2019	08/23/2019	Hilton Garden Inn Sacr Sacramento,CA		CAPK Pcard (CAPL Pcard)	No	217.72 USD / 217.72
4.	08/26/2019	08/28/2019	American Air0010270872669 Fort Worth,TX		CAPK Pcard (CAPL Pcard)	No	30.00 USD / 30.00
5.	08/26/2019	08/28/2019	Taxi Svc Chicago Chicago,IL		CAPK Pcard (CAPL Pcard)	No	57.79 USD / 57.79
6.	08/28/2019	08/30/2019	Eataly Chicago Salido Chicago,IL		CAPK Pcard (CAPL Pcard)	No	276.10 USD / 276.10

Total Charges: 1,067.81 USD

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WELLS FARGO

Statement Expenses

09/03/2019 12:11 PM PT
Requested By: ELIAS, SARA

Cardholder Summary

Cardholder Name:	**WAGNER, EMILIO**	Start Date:	**08/01/2019**
Card Number:	**xxxx-xxxx-xxxx-7041**	End Date:	**08/31/2019**
Status:	**Open**	Reminder Period:	
Charges:	**8,379.82 USD**	**09/03/2019** through **09/05/2019**	
Out-of-pocket:	**0.00 USD**	Grace Period:	
Total Amount:	**8,379.82 USD**	**09/06/2019** through **09/08/2019**	
		Approval Period:	
		09/09/2019 through **09/12/2019**	
		Download Period:	
		09/13/2019 through **09/30/2019**	

Charges

	Transaction Date	Posting Date	Merchant	General Ledger Code	Unit	Receipt Submitted ‡	Amount / Original Currency
1.	07/31/2019	08/01/2019	Ajb's Super 8 Ridgecre Ridgecrest,CA		CAPK Pcard (CAPL Pcard)	No	593.25 USD / 593.25
2.	07/31/2019	08/02/2019	Rodeway Inn And Suites H 7604436543,CA		CAPK Pcard (CAPL Pcard)	No	593.25 USD / 593.25
3.	07/31/2019	08/02/2019	Rodeway Inn And Suites H 7604436543,CA		CAPK Pcard (CAPL Pcard)	No	593.25 USD / 593.25
4.	07/31/2019	08/02/2019	Rodeway Inn And Suites H 7604436543,CA		CAPK Pcard (CAPL Pcard)	No	593.25 USD / 593.25
5.	08/01/2019	08/02/2019	America Inn & Suites Anaheim,CA		CAPK Pcard (CAPL Pcard)	No	55.00 USD / 55.00
6.	08/02/2019	08/05/2019	Big Red Consulting 408-732-1492,CA		CAPK Pcard (CAPL Pcard)	No	384.00 USD / 384.00

7.	Transaction Date	Posting Date	Merchant	General Ledger Code	Unit	Receipt Submitted ‡	Amount / Original Currency
	07/31/2019	08/05/2019	America Inn & Suites Anaheim,CA		CAPK Pcard (CAPL Pcard)	No	(55.00) USD / (55.00)

8.	Transaction Date	Posting Date	Merchant	General Ledger Code	Unit	Receipt Submitted ‡	Amount / Original Currency
	08/05/2019	08/06/2019	University Plaza Waterfr Stockton,CA		CAPK Pcard (CAPL Pcard)	No	834.88 USD / 834.88

9.	Transaction Date	Posting Date	Merchant	General Ledger Code	Unit	Receipt Submitted ‡	Amount / Original Currency
	08/05/2019	08/06/2019	University Plaza Waterfr Stockton,CA		CAPK Pcard (CAPL Pcard)	No	834.88 USD / 834.88

10.	Transaction Date	Posting Date	Merchant	General Ledger Code	Unit	Receipt Submitted ‡	Amount / Original Currency
	08/05/2019	08/06/2019	University Plaza Waterfr Stockton,CA		CAPK Pcard (CAPL Pcard)	No	834.88 USD / 834.88

11.	Transaction Date	Posting Date	Merchant	General Ledger Code	Unit	Receipt Submitted ‡	Amount / Original Currency
	08/05/2019	08/06/2019	University Plaza Waterfr Stockton,CA		CAPK Pcard (CAPL Pcard)	No	834.88 USD / 834.88

12.	Transaction Date	Posting Date	Merchant	General Ledger Code	Unit	Receipt Submitted ‡	Amount / Original Currency
	08/06/2019	08/07/2019	Econolodge Inn & Suites 7604462551,CA		CAPK Pcard (CAPL Pcard)	No	468.95 USD / 468.95

13.	Transaction Date	Posting Date	Merchant	General Ledger Code	Unit	Receipt Submitted ‡	Amount / Original Currency
	08/10/2019	08/12/2019	University Plaza Waterfr Stockton,CA		CAPK Pcard (CAPL Pcard)	No	(0.01) USD / (0.01)

14.	Transaction Date	Posting Date	Merchant	General Ledger Code	Unit	Receipt Submitted ‡	Amount / Original Currency
	08/10/2019	08/12/2019	University Plaza Waterfr Stockton,CA		CAPK Pcard (CAPL Pcard)	No	(0.01) USD / (0.01)

15.	Transaction Date	Posting Date	Merchant	General Ledger Code	Unit	Receipt Submitted ‡	Amount / Original Currency
	08/10/2019	08/12/2019	University Plaza Waterfr Stockton,CA		CAPK Pcard (CAPL Pcard)	No	(0.01) USD / (0.01)

16.	Transaction Date	Posting Date	Merchant	General Ledger Code	Unit	Receipt Submitted ‡	Amount / Original Currency

	08/10/2019	08/12/2019	University Plaza Waterfr Stockton,CA		CAPK Pcard (CAPL Pcard)	No	(0.01) USD / (0.01)
17.	**Transaction Date**	**Posting Date**	**Merchant**	**General Ledger Code**	**Unit**	**Receipt Submitted ‡**	**Amount / Original Currency**
	08/12/2019	08/14/2019	Ajb's Super 8 Ridgecre Ridgecrest,CA		CAPK Pcard (CAPL Pcard)	No	474.60 USD / 474.60
18.	**Transaction Date**	**Posting Date**	**Merchant**	**General Ledger Code**	**Unit**	**Receipt Submitted ‡**	**Amount / Original Currency**
	08/20/2019	08/21/2019	Mindbody, Inc 805-4762700,CA		CAPK Pcard (CAPL Pcard)	No	445.40 USD / 445.40
19.	**Transaction Date**	**Posting Date**	**Merchant**	**General Ledger Code**	**Unit**	**Receipt Submitted ‡**	**Amount / Original Currency**
	08/19/2019	08/21/2019	Ajb's Super 8 Ridgecre Ridgecrest,CA		CAPK Pcard (CAPL Pcard)	No	118.65 USD / 118.65
20.	**Transaction Date**	**Posting Date**	**Merchant**	**General Ledger Code**	**Unit**	**Receipt Submitted ‡**	**Amount / Original Currency**
	08/25/2019	08/26/2019	Lyft Ride Sun 3pm Lyft.com,CA		CAPK Pcard (CAPL Pcard)	No	45.00 USD / 45.00
21.	**Transaction Date**	**Posting Date**	**Merchant**	**General Ledger Code**	**Unit**	**Receipt Submitted ‡**	**Amount / Original Currency**
	08/25/2019	08/27/2019	American Air0010270788004 Fort Worth,TX		CAPK Pcard (CAPL Pcard)	No	30.00 USD / 30.00
22.	**Transaction Date**	**Posting Date**	**Merchant**	**General Ledger Code**	**Unit**	**Receipt Submitted ‡**	**Amount / Original Currency**
	08/26/2019	08/27/2019	Ajb's Super 8 Ridgecre Ridgecrest,CA		CAPK Pcard (CAPL Pcard)	No	593.25 USD / 593.25
23.	**Transaction Date**	**Posting Date**	**Merchant**	**General Ledger Code**	**Unit**	**Receipt Submitted ‡**	**Amount / Original Currency**
	08/28/2019	08/29/2019	Best Buy Mht 00013813 Chicago,IL		CAPK Pcard (CAPL Pcard)	No	85.45 USD / 85.45
24.	**Transaction Date**	**Posting Date**	**Merchant**	**General Ledger Code**	**Unit**	**Receipt Submitted ‡**	**Amount / Original Currency**
	08/29/2019	08/30/2019	Best Buy Mht 00013813 Chicago,IL		CAPK Pcard (CAPL Pcard)	No	22.04 USD / 22.04

Total Charges: 8,379.82 USD

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WELLS FARGO

Statement Expenses

09/03/2019 12:13 PM PT
Requested By: ELIAS, SARA

Cardholder Summary

Cardholder Name:	**WEBSTER, TRACY**	Start Date:	**08/01/2019**
Card Number:	**xxxx-xxxx-xxxx-6993**	End Date:	**08/31/2019**
Status:	**Open**	Reminder Period:	
Charges:	**50.00 USD**	**09/03/2019** through **09/05/2019**	
Out-of-pocket:	**0.00 USD**	Grace Period:	
Total Amount:	**50.00 USD**	**09/06/2019** through **09/08/2019**	
		Approval Period:	
		09/09/2019 through **09/12/2019**	
		Download Period:	
		09/13/2019 through **09/30/2019**	

Charges

1.	Transaction Date	Posting Date	Merchant	General Ledger Code	Unit	Receipt Submitted ‡	Amount / Original Currency
	08/07/2019	08/08/2019	Paypal Kerncountyc 402-935-7733,CA		CAPK Pcard (CAPL Pcard)	Yes	50.00 USD / 50.00

Total Charges: 50.00 USD

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COMMUNITY ACTION PARTNERSHIP OF KERN
CENTRAL KITCHEN - BUDGET TO ACTUAL
FOR THE PERIOD MARCH 1, 2019 TO FEBRUARY 29, 2020 (6 OF 12 MONTHS OR 50.00%)

Line Item	2019/20 Budget	3/1/19 - 8/31/19 Actual	% Expended	Available Budget
USDA Revenue (Note A)	1,472,134	602,112	40.9%	870,022
Head Start Subsidy	709,204	382,657	54.0%	326,547
Total Revenue	2,181,338	984,769	45.1%	1,196,569
Expenditures (Note B)				
Salaries	650,054	304,440	46.8%	345,614
Benefits	214,518	108,402	50.5%	106,116
Vehicle Gasoline, Repair/Maintenance	70,000	25,240	36.1%	44,760
Space Costs	101,200	57,983	57.3%	43,217
Supplies - Office & Food Service	114,900	58,684	51.1%	56,216
Equipment Repair/Maintenance & Lease	6,000	10,334	172.2%	(4,334)
Communication	13,000	6,489	49.9%	6,511
Risk Insurance	12,700	5,110	40.2%	7,590
Printing	1,700	376	22.1%	1,324
Hiring & Employee Costs	1,800	25	1.4%	1,775
First Aid	2,600	-	0.0%	2,600
Raw Food/Vended Meals	1,047,490	345,490	33.0%	702,000
Sub Total	2,235,962	922,573	41.3%	1,313,389
Adult Meals Prepared	188,000	73,771	39.2%	114,229
Indirect	133,376	62,187	46.6%	71,189
Total Expenditures	2,557,338	1,058,531	41.4%	1,498,807

	Prior Period	August 2019	Cum
Total Meals Prepared and Vended (Note C)	313,903	49,942	363,845
Total Meals Claimed	88,657	33,308	121,965
Difference	225,246	16,634	241,880

Percentage Claimed to Prepared/Vended		66.7%	33.5%

Note A: Source of USDA revenue is monthly report submitted to California Department of Education by Head Start/State Child Development Program Division. Revenue is reimbursement for meals claimed.

Note B: Expenditures are for meals prepared, including vended meals.

Note C: Total number of meals delivered to the centers and homebase excluding adult prepared and adult meals vended. The total represents the number of meals available to be served to center and homebase children.

COMMUNITY ACTION PARTNERSHIP OF KERN
STATE DEPARTMENT OF EDUCATION CONTRACT - MIGRANT ALTERNATIVE PAYMENT
FOR THE PERIOD 7/1/19 - 6/30/20 (1 OF 12 MONTHS = 8.33%)

Contract CMAP-7000	July 2019	Aug 2019	Sept 2019	Oct 2019	Nov 2019	Dec 2019	Jan 2020	Feb 2020	Mar 2020	Apr 2020	May 2020	June 2020	Total	%	% Earned to MRA
Provider Payments	$ 463,474	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 463,474.41		
Add: Family Fees	-	-	-	-	-	-	-	-	-	-	-	-	$ -		
Net Provider Payments	$ 463,474	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 463,474.41	83.18%	
Maximum Reimburseable Amount (MRA) for Provider Payments													**7,907,363**		**5.86%**
Administration & Support Services Revenue															
Provider Payments	$ 463,474	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 463,474		
Reimbursement Rate	x 21.2121%	x 21.2121%	x 21.2121%	x 21.2121%	x 21.2121%	x 21.2121%	x 21.2121%	x 21.2121%	x 21.2121%	x 21.2121%	x 21.2121%	x 21.2121%	x 21.2121%		
Revenue Earned	$ 98,313	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 98,313		
Program Administration/Support Services Costs	43,744	-	-	-	-	-	-	-	-	-	-	-	43,743.66	7.85%	
Indirect (10% x MTDC) Costs	49,973	-	-	-	-	-	-	-	-	-	-	-	49,973.17	8.97%	
Transfer Indirect to CSBG	-	-	-	-	-	-	-	-	-	-	-	-	-		
Total Operating Costs	$ 93,717	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	-	93,716.83	16.82%	
Revenue Earned Over/(Under) Costs	$ 4,596	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	-	4,595.83		
TOTAL COSTS - NET OF FAMILY FEES	$ 557,191	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	557,191.24	100.00%	

Note 1: Administration and Support Services revenue is earned based on the amount of provider payments incurred. Example:

Provider payments	463,474
Reimbursement Rate (17.5% / 82.5%)	x 21.2121%
Revenue Earned	98,313

Note 2: The maximum reimburseable amount per the 2017/18 State contract is as follows:

Provider Payments	7,907,363	82.50%
Administration	1,437,702	15.00%
Support Services	239,617	2.50%
Maximum Reimbursable Amount (MRA)	9,584,682	100.00%

Note 3: The MRA for 2019/20 is $1,126,877 greater than 2018/19

COMMUNITY ACTION PARTNERSHIP OF KERN
STATE DEPARTMENT OF EDUCATION 2017/18 CONTRACTS - EARNED REVENUE
FOR THE PERIOD 7/1/19 - 6/30/20 (2 OF 12 MONTHS = 16.67%)

	Jul-19	Aug-19	Sep-19	Oct-19	Nov-19	Dec-19	Jan-20	Feb-20	Mar-20	Apr-20	May-20	Jun-20	TOTAL	% Earned to MRA
GENERAL CHILD CARE (CCTR-8049)														
Adjusted Days of Enrollment - Certified	4,425	4,002	-	-	-	-	-	-	-	-	-	-	8,427	
Reimbursement Rate per Child per Day	X $47.98	X $47.98	X $47.98	X $47.98	X $47.98	X $47.98	X $47.98	X $47.98	X $47.98	X $47.98	X $47.98	X $47.98	X $47.98	
Revenue Earned	$ 212,296	$ 192,034	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 404,330	**13.74%**
Maximum Reimburseable Amount (MRA)													**$2,943,028**	
CALIFORNIA STATE PRESCHOOL (CSPP-8120)														
Adjusted Days of Enrollment - Certified	1,969	2,056	-	-	-	-	-	-	-	-	-	-	4,025	
Reimbursement Rate per Child per Day	X $48.28	X $48.28	X $48.28	X $48.28	X $48.28	X $48.28	X $48.28	X $48.28	X $48.28	X $48.28	X $48.28	X $48.28	X $48.28	
Revenue Earned	$ 95,055	$ 99,280	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 194,334	**4.57%**
Maximum Reimburseable Amount (MRA)													**$4,252,800**	
MIGRANT CHILD CARE (CMIG-8004)														
Adjusted Days of Enrollment - Certified	298	257	-	-	-	-	-	-	-	-	-	-	555	
Reimbursement Rate per Child per Day	X $47.98	X $47.98	X $47.98	X $47.98	X $47.98	X $47.98	X $47.98	X $47.98	X $47.98	X $47.98	X $47.98	X $47.98	X $47.98	
Revenue Earned	$ 14,301	$ 12,331	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 26,632	**10.47%**
Maximum Reimburseable Amount (MRA)													**$254,377**	

Note 1: Source of adjusted days of enrollment for certified children is the monthly attendance report prepared by the Fiscal Dept. of the Head Start/State Child Development Division.

Note 2: Source of reimbursement rate per child per day and maximum reimburseable amount is per the 2019/20 State contracts.

Division/CFO: Tracy Webster, CFO	**Month/Year:** AUGUST 2019
Program/Work Unit: Not Applicable	**Controller:** Lorraine Casillas
Services: Overall financial and accounting functions of the organization	

Activities	**AUGUST 2019**		**Year to Date (3/1/19 -8/31/19)**	
Description	**Number**	**Amount**	**Number**	**Amount**
Bank Deposits	10	2,756,793	48	15,881,727
Wire Deposits	6	87,394	23	938,987
Head Start/IRS Drawdowns	4	2,088,149	29	14,919,679
Vendor Checks Issued	851	2,265,325	5,623	14,968,280
Payroll Disbursed		3,068,037		11,942,260
Grant Reports Prepared in August 2019	12		87	
Cal EITC				
Cal Fresh Outreach				
CCTR				
CMAP				
CMIG				
CMSS				
CSPP				
CSBG				
Differential Response				
DOE				
Economic Empowerment				
First 5 Kern – 211 Helpline				
First 5 Kern – Help Me Grow				
First 5 East Kern Family Resource Center				
Gang Prevention				
Head Start/ Early Head Start Kern				
Home Visit Initiative				
Information & Education				
TEFAP Emergency Food Assist				
WIC				

Other: **Total Division Staffing**: 16 positions

CFO	Controller
Accounting Manager	Finance Manager
Payroll Manager	Payroll Technicians (2)
Accountant (3)	Accounting Specialist
Accounting Technician (4)	Accounting Clerk

Community Action of Partnership of Kern
Agency Total

STATEMENT OF POSITION (UNAUDITED)
AS OF FEBRUARY 28, 2019

ASSETS	
Cash in Bank	1,733,256
Cash - Vacation Reserve	476,062
Petty Cash	500
Accounts Receivable	4,607,589
Travel Advance	2,095
Prepaid Expense	272,240
Inventory	1,358,181
Net Fixed Assets - Unrestricted	2,167,561
Net Fixed Assets - Restricted	9,157,072
Total Assets	19,774,556
LIABILITES AND NET ASSETS	
Accounts Payable	2,026,795
Accrued Expenses	425,087
Accrued Vacation	1,002,447
Line of Credit	-
Note Payable	2,428,743
Advance Payable	1,832
Deferred Revenue	1,324,168
Total Liabilites	7,209,072
Total Net Assets	12,565,483
Total Liabilities and Net Assets	19,774,556

STATEMENT OF OPERATIONS (UNAUDITED)
FOR THE PERIOD MARCH 1, 2018 TO FEBRUARY 28, 2019

REVENUE	
Grant Revenue	37,835,523
Donations	20,975,629
Other Revenue	824,446
In-Kind	136,040
Total Revenue	59,771,638
EXPENDITURES	
Salaries	26,678,137
Benefits	7,845,375
Travel	553,461
Space Costs	5,248,280
Supplies	2,109,732
Consultant/Contract Services	1,548,442
Other Costs	2,140,679
Program Costs	7,842,627
Capital Expenditures	40,125
Indirect	5,059,766
In-Kind	136,040
Total Expenditures	59,202,662
Net Change in Assets	568,975
Net Assets, beginning	11,996,508
Net Assets, ending	12,565,483

Community Action of Partnership of Kern
Agency Total

STATEMENT OF POSITION (UNAUDITED)
AS OF AUGUST 31, 2019

ASSETS	
Cash in Bank	3,003,501
Cash - Vacation Reserve	541,897
Petty Cash	500
Accounts Receivable	172,124
Travel Advance	4,336
Prepaid Expense	493,729
Inventory	1,381,898
Net Fixed Assets - Unrestricted	1,963,677
Net Fixed Assets - Restricted	8,714,539
Total Assets	16,276,202
LIABILITES AND NET ASSETS	
Accounts Payable	732,830
Accrued Expenses	50,453
Accrued Vacation	632,370
Line of Credit	-
Note Payable	2,280,983
Advance Payable	3,185
Deferred Revenue	140,371
Total Liabilites	3,840,192
Total Net Assets	12,436,010
Total Liabilities and Net Assets	16,276,202

STATEMENT OF OPERATIONS (UNAUDITED)
FOR THE PERIOD MARCH 1, 2019 TO AUGUST 31, 2019

REVENUE	
Grant Revenue	28,656,565
Donations	97,534
Other Revenue	2,774,582
In-Kind	3,749,158
Total Revenue	35,277,838
EXPENDITURES	
Salaries	13,662,874
Benefits	4,246,800
Travel	340,565
Space Costs	2,874,740
Supplies	1,300,431
Consultant/Contract Services	1,507,699
Other Costs	1,212,060
Program Costs	3,812,726
Capital Expenditures	154,587
Indirect	2,545,672
In-Kind	3,749,158
Total Expenditures	35,407,311
Net Change in Assets	(129,473)
Net Assets, beginning	12,565,483
Net Assets, ending	12,436,010

COMMUNITY ACTION PARTNERSHIP OF KERN
BUDGET TO ACTUAL
FOR THE PERIOD 03-01-19 TO 8-31-19 (50.0%)

	AGENCY TOTAL			
	ANNUAL BUDGET	EXPENDITURES	BUDGET AVAILABLE	PERCENTAGE EXPENDED
EXPENDITURES				
SALARIES	30,816,989	12,441,467	18,375,522	40%
BENEFITS	9,792,653	3,928,436	5,864,217	40%
TRAVEL	604,666	292,821	311,845	48%
SPACE COST	7,859,253	2,315,232	5,544,021	29%
SUPPLIES	2,343,556	1,247,721	1,095,835	53%
EQUIPMENT	99,000	101,668	(2,668)	103%
CONSULTANT/CONTRACT SERVICES	2,765,704	1,080,087	1,685,617	39%
OTHER COSTS	2,888,001	1,052,489	1,835,512	36%
PROGRAM COSTS	9,513,508	3,810,798	5,702,710	40%
INDIRECT	5,717,625	2,543,877	3,173,748	44%
TOTAL	72,400,955	28,814,596	43,586,359	40%

COMMUNITY ACTION PARTNERSHIP OF KERN
BUDGET TO ACTUAL
FOR THE PERIOD 03-01-19 TO 8-31-19 (50.0%)

	EDUCATION			
	ANNUAL BUDGET	EXPENDITURES	BUDGET AVAILABLE	PERCENTAGE EXPENDED
EXPENDITURES				
SALARIES	24,084,209	9,487,140	14,597,069	39%
BENEFITS	7,856,788	3,126,386	4,730,402	40%
TRAVEL	323,485	168,897	154,588	52%
SPACE COST	6,811,540	1,752,014	5,059,526	26%
SUPPLIES	1,974,004	1,055,169	918,835	53%
EQUIPMENT	-	-	-	0%
CONSULTANT/CONTRACT SERVICES	1,219,180	379,019	840,161	31%
OTHER COSTS	1,377,998	591,820	786,178	43%
PROGRAM COSTS	7,120,305	2,908,482	4,211,823	41%
INDIRECT	4,119,108	1,928,064	2,191,044	47%
TOTAL	54,886,617	21,396,990	33,489,627	39%

COMMUNITY ACTION PARTNERSHIP OF KERN
BUDGET TO ACTUAL
FOR THE PERIOD 03-01-19 TO 8-31-19 (50.0%)

	NUTRITION			
	ANNUAL BUDGET	EXPENDITURES	BUDGET AVAILABLE	PERCENTAGE EXPENDED
EXPENDITURES				
SALARIES	3,648,579	1,480,554	2,168,025	41%
BENEFITS	1,115,935	421,792	694,143	38%
TRAVEL	118,450	78,410	40,040	66%
SPACE COST	573,934	335,977	237,957	59%
SUPPLIES	213,074	111,122	101,952	52%
EQUIPMENT	98,000	97,889	111	100%
CONSULTANT/CONTRACT SERVICES	8,985	10,232	(1,247)	114%
OTHER COSTS	599,558	185,080	414,478	31%
PROGRAM COSTS	1,685,551	599,732	1,085,819	36%
INDIRECT	625,888	275,699	350,189	44%
TOTAL	8,687,954	3,596,488	5,091,466	41%

COMMUNITY ACTION PARTNERSHIP OF KERN
BUDGET TO ACTUAL
FOR THE PERIOD 03-01-19 TO 8-31-19 (50.0%)

	ENERGY CONSERVATION			
	ANNUAL BUDGET	EXPENDITURES	BUDGET AVAILABLE	PERCENTAGE EXPENDED
EXPENDITURES				
SALARIES	1,592,186	784,311	807,875	49%
BENEFITS	416,928	180,484	236,444	43%
TRAVEL	106,561	31,640	74,922	30%
SPACE COST	252,069	94,625	157,444	38%
SUPPLIES	82,222	44,509	37,713	54%
EQUIPMENT	-	3,780	(3,780)	Not budgeted
CONSULTANT/CONTRACT SERVICES	1,446,739	665,469	781,271	46%
OTHER COSTS	730,217	219,483	510,734	30%
PROGRAM COSTS	683,802	292,416	391,386	43%
INDIRECT	435,584	226,248	209,336	52%
TOTAL	5,746,308	2,542,964	3,203,344	44%

COMMUNITY ACTION PARTNERSHIP OF KERN
BUDGET TO ACTUAL
FOR THE PERIOD 03-01-19 TO 8-31-19 (50.0%)

	COMMUNITY SERVICES			
	ANNUAL BUDGET	EXPENDITURES	BUDGET AVAILABLE	PERCENTAGE EXPENDED
EXPENDITURES				
SALARIES	807,941	361,156	446,785	45%
BENEFITS	221,237	87,441	133,796	40%
TRAVEL	39,380	11,966	27,414	30%
SPACE COST	94,385	74,379	20,007	79%
SUPPLIES	55,481	27,496	27,985	50%
EQUIPMENT	1,000	-	1,000	0%
CONSULTANT/CONTRACT SERVICES	88,550	5,420	83,130	6%
OTHER COSTS	95,417	34,323	61,094	36%
PROGRAM COSTS	17,350	7,763	9,587	45%
INDIRECT	128,571	59,288	69,283	46%
TOTAL	1,549,312	669,231	880,081	43%

COMMUNITY ACTION PARTNERSHIP OF KERN
BUDGET TO ACTUAL
FOR THE PERIOD 03-01-19 TO 8-31-19 (50.0%)

	CSBG			
	ANNUAL BUDGET	EXPENDITURES	BUDGET AVAILABLE	PERCENTAGE EXPENDED
EXPENDITURES				
SALARIES	680,074	327,100	352,974	48%
BENEFITS	180,940	112,189	68,751	62%
TRAVEL	16,790	1,885	14,905	11%
SPACE COST	123,125	56,615	66,510	46%
SUPPLIES	16,575	6,687	9,888	40%
EQUIPMENT	-	-	-	Not budgeted
CONSULTANT/CONTRACT SERVICES	2,250	156	2,094	7%
OTHER COSTS	58,551	12,969	45,582	22%
PROGRAM COSTS	6,500	2,404	4,096	37%
INDIRECT	404,726	51,733	352,993	13%
TOTAL	1,489,531	571,738	917,793	38%

COMMUNITY ACTION PARTNERSHIP OF KERN
BUDGET TO ACTUAL
FOR THE PERIOD 03-01-19 TO 8-31-19 (50.0%)

	DISCRETIONARY & FUND RAISING			
	ANNUAL BUDGET	EXPENDITURES	BUDGET AVAILABLE	PERCENTAGE EXPENDED
EXPENDITURES				
SALARIES	4,000	1,206	2,794	30%
BENEFITS	825	144	681	17%
TRAVEL	0	23	(23)	Not budgeted
SPACE COST	4,200	1,622	2,578	39%
SUPPLIES	2,200	2,739	(539)	124%
EQUIPMENT	0	-	0	0%
CONSULTANT/CONTRACT SERVICES	0	19,791	(19,791)	Not budgeted
OTHER COSTS	26,260	8,814	17,446	34%
PROGRAM COSTS	0	-	0	0%
INDIRECT	3,748	2,845	903	76%
TOTAL	41,233	37,184	4,049	90%

COMMUNITY ACTION PARTNERSHIP OF KERN
INDIRECT FUND - FY 2018/19
BUDGET TO ACTUAL - 3/1/19 TO 8/31/19 (6 OF 12 MONTHS = 50.0%)

	Budget	Actual	% Earned/ Expended	Available Balance
Revenue	**$ 5,799,844**	**$ 2,543,877**	**43.9%**	**$ 3,255,967**
Expenditures				
Salaries	3,070,550	1,356,533	44.2%	1,714,017
Benefits @ 24.11% actual	756,241	323,786	42.8%	432,455
Total Personnel Costs	3,826,791	1,680,320	43.9%	2,146,471
Operating Costs				
Travel	93,650	46,001	49.1%	47,649
Space Costs	186,800	105,357	56.4%	81,443
Supplies	166,500	103,780	62.3%	62,720
Consultant/Contract	659,100	361,805	54.9%	297,295
Other Operating Costs	345,050	157,236	45.6%	187,814
Total Operating Costs	1,451,100	774,178	53.4%	676,922
Total Expenditures	**$ 5,277,891**	**$ 2,454,498**	**46.5%**	**$ 2,823,393**
Excess Indirect Revenue	**$ 521,953**	**$ 89,379**		

RECAP BY SUPPORT DIVISION	Revised Budget	Actual	% Expended	Available Balance
HR	$ 1,034,632	$ 475,873	46.0%	$ 558,759
Operations	1,361,350	637,667	46.8%	723,683
Executive	612,204	296,387	48.4%	315,817
Community Development	705,930	297,592	42.2%	408,338
Finance	1,563,775	746,979	47.8%	816,796
	$ 5,277,891	$ 2,454,498	46.5%	$ 2,823,393

Prepared Date: 09/11/2019

COMMUNITY ACTION PARTNERSHIP OF KERN

MEMORANDUM

To: Board of Directors

From: Lisa Price, Program Governance Coordinator

Date: September 25, 2019

Subject: *Agenda Item VIII(a)*: September Policy Council Report – **Action Item**

The Policy Council convened on August 20, 2019 at which time quorum was established. During the meeting there were several items presented to the Council for review, discussion and subsequent action.

Sylvia Ortega, Quality Assurance Manager presented the 2018-2019 San Joaquin Early Head Start Self-Assessment to Policy Council members. During the presentation Ms. Ortega stated that over the course of this self-assessment two program findings were unveiled. The findings were in the area of policies and procedures as well as program goals. Ms. Ortega stated Plans of Acton in these two areas have since been completed. The Policy Council approved the 2018-2019 Early Head Start San Joaquin Self-Assessment Report.

Ms. Ortega also presented the 2018-2019 Head Start/State Child Development Self-Assessment to the Council. Findings were discovered in two areas during the process of conducting this self-assessment; they were in the area of policies and procedures as well as handwashing. It was stated Plans of Action to address these two findings have been completed. The Policy Council approved the 2018-2019 Head Start/State Child Development Self-Assessment Report.

Additionally, Jerry Meade, Program Design & Management Administrator presented the Governance, Leadership and Oversight Capacity Screener. The screener is a requirement of new grantees as per the Head Start Act. There were three areas while currently meeting the requirement that however could be strengthened. Mr. Meade stated staff have since made revisions in the specific areas and corrections have been completed. Upon conclusion of the presentation, a motion was made with subsequent unanimous approval for the submission of the Head Start/State Child Development Governance, Leadership and Oversight Screener.

The next Policy Council Meeting is scheduled for October 22, 2019.

COMMUNITY ACTION PARTNERSHIP OF KERN
POLICY COUNCIL MEETING MINUTES
August 20, 2019
5005 Business Park North ~ CAPK Administrative Building

1. **Call to Order** – Chairperson, Amber Dunlap, called the meeting to order at 5:30 p.m.
   a. Moment of Silence, Pledge of Allegiance
   b. Reading of The Promise of Community Action
   "Community Action changes people's lives, embodies the spirit of hope, improves communities, and makes America a better place to live. We care about the entire community, and we are dedicated to helping people help themselves and each other."
2. **Roll Call/Set Quorum** – Chairperson, Amber Dunlap; quorum was established.
   Policy Council Members Present: Amber Dunlap, Jacqueline Boykin, Lindsay Harrison, Destiny Thompson Butler, Nila Hogan, Andrea Martinez, Daisy Valencia, Yolanda Mefford and Yolanda Ochoa.
3. **Approval of Agenda** – Chairperson **(**ACTION)**
   a. A motion to approve the revised August 20, 2019 meeting agenda was made by Yolanda Mefford; Nila Hogan seconded. Motion carried unanimously.
4. **Approval of Minutes** – Chairperson **(**ACTION)**
   A motion to approve the June 25, 2019 Policy Council minutes was made by Yolanda Ochoa; Jacqueline Boykin seconded. Motion carried unanimously.
5. **Presentation of Guests/Public Forum**
   The following guests were in attendance: Yolanda Gonzales, Director Head Start/State Child Development; Jerry Meade, Program Design & Management Administrator; Donna Holland, Fiscal Administrator; Esperanza Contreras, Partnership Administrator; Elizabeth Williams, HVP Program Manager; Rosita Curry, Partnership Program Manager; Luz Adams, Program Manager; Nicole Niño, Family Engagement Specialist & Home Base Supervisor; Lisa Price, Program Governance Coordinator and Leticia Villegas, Program Assistant/Translator.
   a. *(The public wishing to address the full Policy Council may do so at this time. Policy Council members may respond briefly to statements made or questions posed. However, the PC will take no action other than referring the item(s) to staff for study and analysis. Speakers are limited to five minutes each. If more than one person wishes to address the same topic, total group time for the topic will be 10 minutes. Please state your name before making your presentation. Thank you.)*
6. **Standing Committee Reports** *(five minutes each)*
   a. **School Readiness Committee** – Daisy Valencia shared that the School Readiness Committee has held all their meetings for this term. In June the Policy Council approved the 2019-2020 School Readiness goals. This upcoming school year, we will see those goals in action and know that Policy Council was part of their development.
   b. **Planning Committee** – Nila Hogan reported that the Planning Committee met on August 6, 2019; quorum was established. Enrollment and attendance reports were reviewed for the month of June. Head Start Kern, Early Head Start Kern, Early Head Start Partnership and Early Head Start San Joaquin programs all met full enrollment during this reporting period. Early Head Start Kern was at 96% of the required enrollment. The average daily attendance throughout the program was at 98% with 13 sites reporting 99% or higher average daily attendance during this time. The Child & Adult Care Food Program reported that more than 77,000 meals were prepared by the Central Kitchen during the month of May. It was shared that there were 2 recruitment events taking place across the county, one in Bakersfield and one in Arvin. Jerry also reviewed the Governance, Leadership and Oversight Capacity Training Tool, which will seek the approval of the Policy Council at today's meeting. The next Planning meeting will be held on Tuesday, September 10, 2019.
   c. **Finance Committee** – Yolanda Mefford reported that the Finance Committee met but were not able to establish quorum. They did review all budgets and it was noted at this time the program is on track and has already started to use the new grant. Use has gone towards remodeling of a new center and adding slots for students at other centers.
   d. **By-Laws Committee** – Jacqueline Boykin shared that the Bylaws Committee had hoped to meet in August but was unable to do so. The hope is that the committee will convene in September to review the updated documents and subsequently submit them for presentation and approval to the Policy Council.
7. **Presentations**
   None
8. **New Business** – Chairperson **(**ACTION)**
   a. **Policy Council Termination Appeal ~ Ana Lester, Community Representative**
   Amber Dunlap explained that Ms. Lester had scheduling conflicts that made her unable to attend previous meetings. According to Policy Council Bylaws, members can be terminated after three consecutive absences. Ms. Lester is appealing her termination. She stated that the past few months presented with circumstances beyond her control, e.g. out of the country, employer training, etc. Ms. Lester added, even though she was absent, she still provided community resources to be shared and distributed on her behalf. Motion to reinstate Ana Lester to the Policy Council, was made by Lindsay Harrison; Daisy Valencia seconded. Motion carried unanimously.

b. **San Joaquin Early Head Start 2018 – 2019 Self- Assessment ~ Sylvia Ortega, Quality Assurance Manager**
Sylvia shared that the Early Head Start San Joaquin program conducts an annual self-assessment to involve the agency in a review of its program's operations, goals and objectives. This self-assessment resulted in two program findings. The first finding was in the area of policies and procedures. It was stated the EHS San Joaquin program is currently in the process of updating its policies and procedures. The other area of finding was regarding program goals. The Early Head Start San Joaquin program previously shared the same program goals with the Kern program. Since the review, strategic long-term goals have been developed in accordance to the (San Joaquin County) community needs assessment. Plans of action to address the two findings have been completed. Upon conclusion of the presentation, Yolanda Mefford made a motion to approve the 2018-2019 Early Head Start San Joaquin Self-Assessment; Yolanda Ochoa seconded. Motion carried unanimously.

c. **Kern Head Start / State Child Development 2018–2019 Self- Assessment ~ Sylvia Ortega, Quality Assurance Manager**
The Head Start/State Child Development program conducts an annual self-assessment to involve the agency in a review of its program's operations, goal and objectives. Sylvia shared that this self-assessment resulted in two program findings. The findings were in the areas of policies and procedures as well as handwashing. It was stated that the Kern Head Start/State Child Development program is in the process of updating its policies and procedures. It was also shared that the program shows inconsistencies in following handwashing procedures. Plans of action to address the two findings have been completed. Upon completion of the self-assessment presentation, a motion was made by Ana Lester to approve the 2018-2019 Kern Head Start/ State Child Development Self-Assessment report; Nila Hogan seconded. Motion carried unanimously.

d. **Governance, Leadership, and Oversight Capacity Screener ~ Jerry Meade, Program Design & Management Administrator**
Jerry stated, as a requirement outlined in the Head Start Act, Head Start new grantees must conduct a screening of the organization's governance and leadership capacity within 60 days of the start of the project period. The Head Start and State Child Development Staff reviewed and completed the Governance, Leadership, and Oversight Capacity screening tool on August 6, 2019 at the regularly schedule Policy Council Planning Committee meeting. Upon review of the screening tool, the Planning Committee found that CAPK has well-established governance and leadership capacity as well as process or procedures in place. The committee however did identify three areas that could strengthen our governance and leadership systems. All three of these areas are currently meeting the requirements, however the written procedures do not clearly describe the expectation. Jerry shared that staff have since revised these procedures, and corrections have been completed. Upon conclusion of this presentation and brief discussion Lindsay Harrison made a motion to approve submission of the Head Start Governance, Leadership and Oversight Screener; Yolanda Ochoa seconded. Motion carried unanimously.

e. **Election of Policy Council Secretary**
Mayra Zambrano who was the Policy Council Secretary is now a CAPK employee. Therefore, she can no longer participate as a member of the Policy Council as per the bylaws. Yolanda Mefford was nominated for the position of secretary; Yolanda Ochoa seconded. Motion carried unanimously to approve Yolanda as the new Policy Council Secretary.

f. **Election of Policy Council Treasurer**
Policy Council Treasurer Ashley Sabo has had a change in her schedule creating a conflict and therefore resigned from the council. Her resignation leaves the treasurer position vacant. Destiny Thompson Butler was nominated for position of treasurer; Ana Lester seconded. Motion carried unanimously to approve Destiny as the new Policy Council Treasurer.

9. **Communications**
   a. Kern Head Start and Early Head Start Budget vs. Actual Expenditures, March 1, 2019 through June 30, 2019
   b. Kern Head Start and Early Head Start Budget vs. Actual Expenditures, July 1, 2019 through July 31, 2019San Joaquin
   c. Early Head Start Budget vs. Actual Expenditures, February 1, 2019 through July 31, 2019
   d. Early Head Start Child Care Partnerships Budget vs. Actual Expenditures, September 1, 2018 through July 31, 2019
   e. Early Head Start Expansion Budget vs. Actual Expenditures, March 1, 2019 through July 31, 2019
   f. Parent Local Travel & Child Care through July 31, 2019
   g. Parent Activity Funds through July 31, 2019
   h. Kern Head Start and Early Head Start Non-Federal Share and In-Kind Report, March 1, 2019 through July 31, 2019
   i. San Joaquin Early Head Start Non-Federal and In-Kind Report, February 1, 2019 through July 31, 2019
   j. Notice of Award #09CH011132-01-00 ~ Kern Head Start/Early Head Start; 07/01/2019 – 06/30/2024
   k. Notice of Award #09CH011132-01-01 ~ Supplemental funds
   l. Policy Council Planning Committee Minutes ~ June 4, 2019 (English/Spanish)
   m. Policy Council Budget & Finance Committee Minutes ~ June 18, 2019 (English/Spanish)
   n. Letter of Termination Ana Lester dated June 26, 2019
   o. Children's Mobile Immunization Schedule ~ August 2019 (English/Spanish)
   p. Letter of Termination Kandy Ramos dated August 7, 2019
   q. Policy Council Resignation ~ Ashely Sabo, August 12, 2019
   r. Mutts & Fire Trucks ~ A Pet Adoption Event, September 7, 2019

s. ~~Dis~~Ability Movement Showcase & Resource Fair ~ October 3, 2019
t. Kern County Veterans Stand Down ~ October 10, 2019
u. Policy Council Meeting Dates 2018~2019

The Chairperson called for a motion to receive and file Communication items (a)-(u). Motion was made by Yolanda Mefford to receive and file.

10. **Program Governance Report/Training** – Lisa Price, Program Governance Coordinator

Ms. Price thanked everyone for their time and commitment. With school back in session she spoke about safety, watching your surroundings and slowing down around school zones. An informational flyer was distributed on the topic. Ms. Price shared the continued importance of Policy Council attendance as there are only two meetings left of the 2018-2019 Policy Council term. She also shared that next month will begin the start of parent meetings for the 2019-2020 program year. Ms. Price encouraged members to attend those meetings and share their personal experiences to encourage other parents to participate on Policy Council. This year's end of term event will take place on October 22, 2019.

11. **Community Representative Report** – Ana Lester/Lindsay Harrison

Ms. Harrison provided information about the Health Homes Program. This program provides extra services at no cost to people covered by Medi-cal who have certain chronic health conditions. Handouts were provided detailing the criteria along with contact information for anyone interested in the program. Ana Lester spoke about the Buena Vista of Natural History & Science museum. She provided tips on "fair survival" as well as opportunities to receive free and/or reduced-price passes for the upcoming Kern County fair. She also provided information on the benefits kids get from receiving enough sleep. Getting good sleep benefits both their health and their school performance.

12. **Early Head Start San Joaquin Report** – Nicole Niño, Family Engagement Specialist & Home Base Supervisor

Nicole reported San Joaquin staff returned from summer break on July 8, 2019. The first day of services for children was on July 15, 2019. She also shared EHS San Joaquin met full enrollment for the month of July. Father engagement surveys were distributed to families and staff will be collecting them to tabulate the top three activities as requested by families. Nicole also shared dates for Ready Rosie Workshops to be held during the 2019-2020 program year; dates are November 14, 2019 and March 12, 2020.

13. **Early Head Start Partnership Report** – Esperanza Contreras, Partnership Administrator

Ms. Contreras stated she oversees EHS Home Base, the Home Visiting Program (HVP) and the Early Head Start Partnership we have with community partners. The Home Visiting Program (HVP) is a collaboration with the Department of Human Services. Families receiving CalWorks or Welfare to Work benefits are eligible to enroll in the HVP program. Elizabeth Williams is the HVP Manager. Currently there are a total of 13 staff. During the month of July, staff was able to enroll 3 families into the program. Esperanza stated that EHS Home Base met full enrollment for the month of July. It was also shared the EHS Partnership had 97% of enrollment for the month of July. Rosita Curry is the Program Manager for the Partnership. Taft Community College was recently accepted as an EHS partner. Contracts for all partnerships will be taken to the Board of Directors for approval on August 21, 2019.

14. **Board of Directors Representatives Report** – Yolanda Ochoa, Board of Directors Representative

Yolanda stated that the next Board Meeting will be tomorrow, (August 21, 2019) at 12:00 p.m. She also reported that on August 17, 2019 the Board met for a training which was very informative. Yolanda shared that the Board is trying to become more involved with Policy Council since both entities are working toward the same goals. She encouraged everyone to attend the Board meetings, if they can.

15. **Director's Report (HS/State Child Development)** – Yolanda Gonzales, Director Head Start/State Child Development

Ms. Gonzales thanked the group for their commitment. She talked about the Board training, which she felt was a very good training. She also stated that this (Board) training is a requirement of the Office of Head Start. Yolanda expressed her excitement about all the changes that are happening and noted that construction is under way at different sites. The program will be providing monthly reports regarding the construction phase they are in. Yolanda shared that lots of good things are happening. She stated the program is working on the construction of an observation lab so students as well as parents can come in and observe without disrupting the children.

16. **Policy Council Chairperson/Announcements** – Amber Dunlap, Chairperson

Ms. Dunlap thanked everyone for attending and establishing quorum. She added, this is the only way that the Policy Council can act on items that need to be voted on. In closing she once again welcomed Yolanda Mefford and Destiny Thompson Butler on their new positions as secretary and treasurer.

17. **Adjournment** –Chairperson

The meeting was adjourned at 6:20 p.m. by the chairperson. The next Policy Council Meeting will be held September 24, 2019 at 5:30 p.m. in the CAPK Board Room, Suite 130.

COMMUNITY ACTION PARTNERSHIP *of* KERN
BOARD RETREAT
Petroleum Club of Bakersfield
5060 California Ave., Bakersfield, CA
August 17, 2019
8:30 a.m.

MEETING MINUTES

Call to Order

Committee Chair Curtis Floyd called the meeting to order at 8:31 am at the Petroleum Club of Bakersfield located at 5060 California Ave., Bakersfield, CA.

Roll Call

Roll Call was taken with a quorum present.

Present: Janea Benton, Jimmie Childress, Lorena Fernandez (arrived at 10:00 am), Curtis Floyd, Jose Gurrola, Craig Hernandez, Nila Hogan, Jonathan Mullings, Yolanda Ochoa, Guadalupe Perez, Fred Plane, Ana Vigil

Absent: Mike Maggard, Marian Panos, Warren Peterson

Others Present: Jeremy Tobias, Chief Executive Officer; Yolanda Gonzales, Director of Head Start / State Child Development; Ray Quan, Director of Human Resources; Pritika Ram, Director of Administration; Emilio Wagner, Director of Operations; Tracy Webster, Chief Financial Officer; Sheila Shegos, Outreach & Grant Administrator; and Paula Daoutis, Administrative Coordinator

Board Chair Curtis Floyd provided opening remarks and stated his goals for the meeting. Ray Quan, Director of Human Resources and Meeting Facilitator conducted a few exercises to identify goals and objectives for the meeting, prior to the start of the presentations, and Jeremy Tobias thanked the Board & Staff for dedicating their time on a Saturday to attend this important planning meeting.

Fiscal & Head Start

Tracy Webster, CFO and Yolanda Gonzales, Director of Head Start / State Child Development, co-presented on Fiscal Governance & the Head Start Act. Tracy stated that there about 65 sources of funding for CAPK, which is very complicated. Ultimately, Board Members are the fiduciaries who steer the organization to a sustainable future. Tracy reviewed the responsibilities and governing body responsibilities with the Board and emphasized that Board Decisions should be based on financials, audits, reviews, self-assessments, HS/EHS enrollment and attendance, school readiness goals, in-kind reports, program information reports, community assessment, and child outcomes.

Yolanda Gonzales provided handouts to the Board and stated that the CAPK Board is required to approve annual Head Start assessments, monitoring protocols, etc. Head Start requires input from the Policy Council, Policy Committee and Parent Committee. Policy Council responsibilities, decisions and approval processes coincide with the CAPK Board.

Strategic Plan

Sheila Shegos provided a summary of how the current Strategic Plan was developed by using the data from the Needs Assessment and stated that there is a total of 6 goal groups, which are comprised of Division Directors, Board Members, and program leadership staff. Each of the 6 Goal Groups were

discussed in detail which sparked much many questions and a healthy discussion on processes to adhere to going forward.

Board Governance

Jeremy Tobias provided a copy of the CAPK Bylaws and led a discussion on clarifying term limits and Board Member absences. Additional topics discussed were self-directed board training, Board Member orientation, and Standing Committee review and structure, and the Board Agenda format.

CEO Goals

Jeremy provided a list of his goals and ranked them as “Highest Priority, Priority 2 Goals, and Priority 3 Goals.” Each of the goals were briefly reviewed and Board Members were engaged in discussion and offered additional goals.

Adjournment

The Meeting was adjourned at 4:01 pm

COMMUNITY ACTION PARTNERSHIP OF KERN
MEMORANDUM

To: Board of Directors

From: Jeremy Tobias, Chief Executive Officer

Date: September 25, 2019

Subject: *Agenda Item IX(a):* Board Retreat Action Items

On Saturday, August 17, 2019, the Board of Directors and CAPK leadership gathered at the Petroleum Club for the Agency's Board Retreat. The purpose of the retreat was to re-energize and re-engage the Board and staff, discuss current activities, and plan for the upcoming year by identifying key projects and initiatives, in addition to reviewing the Strategic Plan.

The day-long retreat allowed the group to cover several topics as described below.

TOPIC	Presenter	DESCRIPTION
Head Start Required Training	Yolanda Gonzales, Director of Head Start	Head Start Board training and fiscal governance
Finance Presentation	Tracy Webster, Chief Financial Officer	• Agency-wide budget • Financial mapping • Opportunities to diversify Agency's funding • Indirect and Discretionary funds – reserves and investment planning • Community Services Block Grant (CSBG) utilization
Strategic Plan	Sheila Shegos, Outreach & Grant Administrator	• Review and Updates Goals 1-6
Board Operational Business Items	Jeremy Tobias, Chief Executive Officer	• Review of Bylaws to include review of term limits • Self-directed Board training • New Board orientation and follow-up • Standing Committee review and structure • Staff presentation requirements and guidelines • Full year schedule to include annually approved items
Review of CEO Goals	Jeremy Tobias, Chief Executive Officer	• Goals set by the Board, many of which were addressed during the retreat.

At the end of the retreat, the following action items were identified and assigned to staff.

TOPIC	Lead Staff Assigned	DESCRIPTION
Strategic Plan	Sheila Shegos, Outreach & Grant Administrator with support from Pritika Ram, Director of Administration, and Emilio Wagner, Director of Operations Emilio Wagner, Director of Operations Yolanda Gonzales, Director of Head Start Raymond Quan, Director of Human Resources, in collaboration with Payroll	Sheila Shegos will be leading the Strategic Plan Implementation going forward. Each of the Goal Groups were updated to include Division Directors as Leads and update the co-chairs and members. The groups are tasked with updating their objectives/strategies, including modification to reflect current/new activities. Specifically, the Goal Groups below were tasked with the following: **Goal 2** • Update on the Agency Customer Relations Management (CRM) platform – October 2019 **Goal 3** • Create an Agency-wide branding campaign – February 2020 **Goal 5** • Complete Benefit Package, including a brochure on the Agency's Statement of Benefits – December 2019
Board Training and Governance	Executive Office Pritika Ram, Director of Administration	• Present 2020 Board Governance Calendar - October 2019 • Board Training Platform – December 2019
Ad Hoc Committees	These committees will include input/participation from the leadership team and Board, however, below are the Division Directors assigned. Pritika Ram, Director of Administration Emilio Wagner, Director of Operations	• Homelessness Committee – August 2019 and ongoing. Committee Members: Guadalupe Perez & Fred Plane • Affordable Housing Committee – August 2019 and ongoing. Committee Members: Curtis Floyd, Jimmie Childress, and Jose Gurrola
New Initiatives	Pritika Ram, Director of Administration	• Fundraising: Create targeted projects to begin activities, such as capital campaign and the Agency Banquet, including hiring a consultant – October 2019 • Foundation: With new programs/initiatives, propose creating a Foundation (e.g. fundraising, homelessness, housing). – November 2019

Other items were discussed that will be brought to the Board of Directors throughout the next several months into 2020, including transition of finance software and strategies on building the Agency's reserves reported by Tracy Webster, Chief Financial Officer, and diversification of our funding structure.

Recommendation
Staff recommends the Board of Directors approve the action items listed above.