

REQUEST FOR PROPOSALS (RFP)
FOR
INDEPENDENT AUDIT SERVICES
(For the Period March 1, 2015 to February 28, 2018)

Request For Proposal Number: CAPK_Finance2015-002
September 30, 2015



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

INDEPENDENT AUDIT SERVICES

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**REQUEST FOR PROPOSALS (RFP):
INDEPENDENT AUDIT SERVICES**

I. GENERAL CONDITIONS

A. Purpose: This Request for Proposals (RFP) is to obtain the services of an independent certified public accounting firm, certified or licensed by a regulatory authority of a state or other political subdivision of the United States, capable of issuing audit reports in the State of California (hereinafter referred to as "Vendor"), to perform financial and compliance audits of Community Action Partnership of Kern ("CAPK").

B. Proposal Submission Information

1. **Closing Submission Date:** Proposals and Fee Proposals must be submitted not later than **11:00 AM, Thursday, October 29, 2015.**
2. **Inquiries:** Inquiries concerning this RFP should be directed to Margaret Palmer, Business Manager at mpalmer@capk.org or 661.336.5236 extension 1120.
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.

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

Community Action Partnership of Kern (CAPK)
Independent Audit Services RFP No. CAPK_Finance2015-002
ATTN: Margaret Palmer, Business Manager
5005 Business Park North
Bakersfield, CA 93309

Vendors have the option of submitting their proposals (**except for the FEE PROPOSAL component**) either physically or electronically as follows:

If submitted physically, it is important that the proposal be addressed as indicated above and submitted by the due date/time in an envelope clearly marked in the lower left-hand corner with the following information: **"Independent Audit Services RFP No. CAPK_Finance2015-002"**.

If submitted electronically, proposals must be sent to Margaret Palmer at mpalmer@capk.org by the due date/time and the subject line must read **"Independent Audit Services RFP No. CAPK_Finance2015-002"**.

Fee Proposal Submittal – The **Fee Proposal** must be submitted physically to the address indicated above in a **separate sealed envelope**, marked as **"Fee Proposal – Independent Audit Services RFP No. CAPK_Finance2015-002"**.

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

D. Expected Timelines:

	Date(s)	Event
1	Sep 30, 2015	Issue RFP to interested Vendors and advertise in newspaper(s)
2	Oct 12, 2015 - 2:00pm	Due date for Vendor questions
3	Oct 19, 2015	Responses to Vendor questions emailed to Vendors
4	Oct 29, 2015 – 11:00am	DUE DATE FOR PROPOSALS FROM VENDORS
5	Oct 30 – Dec 18, 2015	CAPK analysis of proposals and interviews, if required
6	Jan 2016 (TBD)	Audit/Pension Plan Committee approvals
7	Jan 27, 2016	Board approval
8	Feb 2016	Contract development and execution
9	Feb 1, 2016 - Jan 31, 2021	Contract period (including extension period)

E. 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.

F. Description of Programs/Contracts/Grants: For a summary of Federal and State awards and other contracts to be audited, please refer to Appendix E – Schedule of Programs.

G. Payment: Payment will be made when CAPK has determined that the total work effort has been satisfactorily completed. Progress payments will be allowed to the extent that CAPK can determine that satisfactory progress is being made. Upon delivery of the final reports to CAPK and their acceptance and approval, the Vendor may submit a bill for the balance due on the contract for the audit.

H. Confidentiality: The Vendor agrees to keep the information related to all contracts 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.

I. AICPA Professional Standards: The AICPA Professional Standards state:

Ethics Interpretation 501-3 - Failure to follow standards and/or procedures or other requirements in governmental audits.

Engagements for audits of government grants, government units or other recipients of government monies typically require that such audits be in compliance with government audit standards, guides, procedures, statutes, rules and regulations, in addition to generally accepted auditing standards. If a member has accepted such an engagement, and undertakes an obligation to follow specified government audit standards, guides, procedures, statutes, rules and regulations, in addition to generally accepted auditing standards, he or she is obligated to follow such requirements. Failure to do so is an act discreditable to the profession in violation of Rule 501, unless the member discloses in his report the fact that such requirements were not followed and the reasons therefore.

J. Notification of Award: CAPK anticipates, but does not guarantee that this contract will be awarded by the first week of February 2016.

Award will be made to the most responsible Vendor whose service, experience, education, audit approach and cost are most compatible with the CAPK's needs. CAPK will be the sole judge in making this determination. Upon conclusion of final negotiations with the successful audit firm, all Vendors submitting proposals will be informed, in writing, of the name of the successful audit firm. It is expected that the contract shall be a three year fixed price contract with two (2) one (1) year options to renew.

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

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

II. SPECIAL CONDITIONS

- A. **Background:** Established in 1965, CAPK is a private, California nonprofit corporation and has been determined to be exempt from Federal income tax under Section 501(c)(3) of the Internal Revenue Code. CAPK is the designated Community Action Agency of Kern County and has approximately 750 employees. It is governed by a 15 member volunteer Board of Directors. CAPK's fiscal year is March 1 through February 28/29.

CAPK is funded almost entirely from federal grants, and federal grants passed through California government agencies. CAPK has approximately 750 employees, and expects to recognize gross revenues of between \$50 and \$60 million dollars for the current fiscal year from its 50-plus grant awards. The major programs CAPK operates include:

1. Head Start and Early Head Start Childcare Programs in Kern and San Joaquin Counties;
2. California State Preschool Programs;
3. Migrant Childcare Alternative Payment (MCAP) Programs in Kern, Kings, Tulare, Fresno, Madera and Merced Counties;
4. Child and Adult Care Food Programs, including operation of a Central Kitchen;
5. Low-Income Home Energy Assistance Programs (LIHEAP);
6. Low-Income Weatherization Programs (LIWP);
7. Women, Infants and Children (WIC) Programs in Kern and San Bernardino Counties;
8. Helpline 2-1-1 Programs in Kern, Kings, Merced and Tulare Counties;
9. Food Bank; and
10. Two Community Youth Centers.

Financial records are maintained at CAPK's administrative office located at 5005 Business Park North, Bakersfield, CA. Program records are maintained at various offices.

CAPK's financial records are maintained on an automated system (Abila MIP). In addition, there are subsidiary financial records that are maintained on automated systems using a variety of software programs. CAPK utilizes an outside service for payroll (ADP). It maintains one operating bank account and six special purpose bank accounts.

The records to be audited are available for review by the prospective Vendor by appointment during regular business hours only. Please contact Christine Anami, Director of Finance at 661.336.5236 extension 1137 to make an appointment. CAPK's Audit Reports and Pension Plan Audit are available on CAPK's website at <http://www.capk.org/index.cfm/fuseaction/Pages.Page/id/694>.

- B. **Selection:** The selection process will be followed by contract negotiation. 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 and their approach to the audits.

- C. **Description of Services:** CAPK is seeking the following audit services:

- Financial and compliance audits of CAPK for the years ending February 29, 2016, February 28, 2017, and February 28, 2018;
- Financial and compliance audits of special purpose financial statements for the years ending June 30, 2016, 2017 and 2018 to comply with reporting requirements specified in agreements with the California Department of Education;
- An Audit of CAPK's Defined Contribution Pension Plan for the years ending February 29, 2016, February 28, 2017, and February 28, 2018;
- A financial and compliance audit of the three (3) First 5 Kern Programs for the years ending February 29, 2016, February 28, 2017, and February 28, 2018;

- The preparation of Federal and State annual income tax returns.

Audits will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States and in accordance with the Program-Specific Audit Option under OMB's 2 CFR Part 200.

D. Performance: The Vendor is required to prepare audit reports in accordance with auditing standards as set forth by the American Institute of Certified Public Accountants; the standards for financial audits contained in *Government Auditing Standards*; issued by the Comptroller General of the United States; in conformity with the CDE Audit Guide (Rev. June 2010) issued by the California Department of Education and any other regulations, publications or audit guides relevant to CAPK's grants and/or agreements.

E. Audit Assistance: The staff of CAPK's Finance Division and responsible management personnel will be available during the audit to assist the Vendor by providing information, documentation and explanations. Finance Division staff will prepare reasonably required statements and schedules to support the audit.

CAPK will provide the Vendor with reasonable work space. The Vendor will also be provided with the use of photocopiers, fax, e-mail and access to computer internet and phones to accomplish the audit.

F. Delivery Schedule: Vendor shall have final drafts of the audit reports for review by the Executive Director and Director of Finance at least three weeks prior to delivering the final audit reports to CAPK's Board of Directors. The due dates of the final audit reports are as follows:

o Organization-wide audit including compliance audit of First 5 Kern Programs for years ending:

- February 29, 2016: Due no later than November 30, 2016
- February 28, 2017: Due no later than November 30, 2017
- February 28, 2018: Due no later than November 30, 2018

o Special purpose financial statement audit for years ending:

- June 30, 2016: Due no later than November 15, 2016
- June 30, 2017: Due no later than November 15, 2017
- June 30, 2018: Due no later than November 15, 2018

o Defined Contribution Pension Plan audit for years ending:

- February 29, 2016: Due no later than December 15, 2016
- February 28, 2017: Due no later than December 15, 2017
- February 28, 2018: Due no later than December 17, 2018

G. Exit Conference: An annual exit conference with CAPK's representatives and the Vendor's representatives will be held at the conclusion of each year's audit field work. Observations and recommendations must be summarized in writing and discussed with CAPK. It should, at a minimum, include discussion of internal control and program compliance observations and recommendations.

H. Workpapers: Upon request, the Vendor will provide a copy of the workpapers pertaining to any questioned costs determined in the audit. The workpapers must be concise and provide the basis for the questioned costs as well as an analysis of the issue(s) identified.

- o The workpapers will be retained for at least three years from the end of the audit period.
- o The workpapers will be available for examination by authorized representatives of the cognizant federal or state audit agency, the General Accounting Office, and CAPK.

I. Qualifications/Criteria: CAPK is seeking a Vendor with the following qualifications:

- o Independent, Certified Public Accountants, certified or licensed by a regulatory authority of a state or other political subdivision of the United States, capable of issuing audit reports in the State of California;
- o Must be able to perform Audits pursuant to OMB's Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (2 CFR Part 200) and all other applicable requirements;
- o Must be able to perform a Defined Contribution Pension Plan Audit.

III. PROPOSAL CONTENT REQUIREMENTS

Proposals must be organized in the following sequence:

A. Prior Auditing Experience: Describe firm's auditing experience including the names, addresses, contact persons, and telephone numbers of similar organizations previously audited, as well as the periods audited. In scoring

proposals, this area is the single most significant. Please provide sufficient detail about the similar organizations previously audited to allow CAPK to evaluate your firm's related auditing experience. Experience should include the following categories:

1. Prior experience auditing a community action agency and/or non-profit agency of similar size, scope and complexity;
2. Prior experience auditing programs similar to those at CAPK financed by Federal, State of California, county and local government funds;
3. Prior experience auditing Defined Contribution Pension Plans.

B. Organization, Size, and Structure: The Vendor should describe its organization, size (in relation to audits to be performed), and structure. Description should include:

1. Size of the Vendor's firm, including number of professional audit, consulting, tax and support employees and their physical site locations.
2. Explanation of Vendor's independence.
3. Results of most recent peer review.
4. Explanation if the Vendor is a small or minority-owned business or women's business enterprise.

C. Staff Qualifications: The Vendor should describe the qualifications of staff to be assigned to the audits. Descriptions should include:

1. Audit team makeup, identifying by name and title all key audit staff assigned to CAPK's audits. Key audit staff includes audit partner(s), audit manager(s) and audit senior(s).
2. Prior experience of the individual audit team members. Include résumés of only the staff to be assigned to the audits. Include education, position in firm, years with the firm, industry-specific experience, and training on the recent OMB Uniform Guidance 2 CFR Part 200 ("Super Circular").
3. Vendor shall include a statement that it understands that it will not change the assignments of key audit-team members without the prior written consent of CAPK, unless such change is beyond the control of Vendor. Failure to do so may result in proposal being considered non-responsive.

D. Audit Approach to the Engagement: The Vendor should describe its approach of the work to be performed, including audit procedures, areas of audit emphasis, estimated hours, approach to providing overall and daily supervision to be exercised by key audit staff, and any other pertinent information. Include in this section your expected timing of field work during the year for each significant phase of the audit.

E. Conflict of Interest: Provide a statement of any potential conflicts your 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.

Vendors 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.

F. Certifications (Appendix D): The publications listed in Appendix D, Certifications, will not be provided by CAPK. Please read carefully as your signature on the Certification form certifies you have read and understand the requirements.

G. References: Provide at least three (3) references of audit clients (or former audit clients) that will provide relevant information on your past performance as auditors. Include contact name, company address, phone and email address.

H. Fee Proposal: Provide a not-to-exceed fee proposal to perform all tasks described in this Request for Proposals as per the instructions in Section I.C. All prices and quotations must be typed or written in ink. No erasures or correction fluid is permitted. Errors may be crossed out and corrections printed in ink by the person signing the proposal. The Fee Proposal should be itemized and include the cost for the following: Information indicating how the price was determined. For example, the Vendor should indicate the estimated number of hours by staff level, services provided, average hourly rates by staff level, and total cost by staff level. Cost is to include discussion via conference calls and email, travel expenses and rates of additional staff for any additional services. Any out-of-pocket expenses should also be indicated. It is expected that the contract shall be a three year fixed price contract with two (2) one (1) year options to renew. The Vendor's proposal should indicate an all-inclusive fee for each year of contract (years

one through three), and contract extension years four and five, if elected by CAPK and mutually agreed upon. **The Fee Proposal should be in a separate sealed envelope, clearly marked as “Fee Proposal – Independent Audit Services RFP No. CAPK_Finance2015-002”.**

- I. **Vendor Information Sheet:** Appendix A.
- J. **W-9:** Appendix B.

IV. 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 absolutely 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 unless portions of the materials submitted are designated as proprietary at the time of submittal, and are specifically requested to be returned.

V. 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 the Certifications.
- The proposal is not adequate to form a judgment by the reviewers that the proposed undertaking would comply with the *Government Auditing Standards* of the U.S. Comptroller General.

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. The final approval will be by CAPK's Board of Directors.
- 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. Prior experience auditing nonprofit organizations of similar size, scope and complexity	
a. Prior experience auditing a community action agency and/or non-profit agency of similar size scope and complexity	Points = 20
b. Prior experience auditing programs similar to those at CAPK financed by Federal, State of California, county and local government funds	Points = 15
c. Prior experience auditing Defined Contribution Pension Plans	Points = 5
Sub-Total	Points = 40
2. Auditor's organization, size, structure and capacity	Points = 15
3. Staff qualifications and relevant experience	Points = 15
4. Auditor's approach to the engagement	Points = 10
5. All-inclusive, not-to-exceed fees	Points = 20
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, a Professional Services Agreement, substantially in the form attached hereto, will be processed by CAPK for award of contract.

VI. 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.

VII. PROHIBITED ACTIVITY

- A. 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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DRAFT

**Community Action Partnership of Kern
5005 Business Park North • Bakersfield, CA 93309
(661) 336-5236 Fax: (661) 336-5228**

Account Code: 6510-905-904-200-000-00-5-1

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement, ("Agreement"), is made and entered into as of this ____ day of _____, 2016, by and between _____ ("Vendor") and the Community Action Partnership of Kern ("CAPK").

1. DESCRIPTION OF SERVICES. The Audit Services Vendor will conduct the following services, including, but not limited to:

- a. Financial and compliance audits of CAPK for the years ending February 29, 2016, February 28, 2017, and February 28, 2018;
- b. Financial and compliance audits of special purpose financial statements for the years ending June 30, 2016, 2017 and 2018 to comply with reporting requirements specified in agreements with the California Department of Education;
- c. An Audit of CAPK's Defined Contribution Pension Plan for the years ending February 29, 2016, February 28, 2017, and February 28, 2018;
- d. A financial and compliance audit of the First 5 Kern Programs for the years ending February 29, 2016, February 28, 2017, and February 28, 2018;
- e. The preparation of Federal and State annual income tax returns.

Audits shall be conducted in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States, also in accordance with the Program-Specific Audit Option standards under OMB's 2 CFR Part 200 and all other applicable standards.

Performance: The Vendor is required to prepare audit reports in accordance with auditing standards as set forth by the American Institute of Certified Public Accountants; the standards for financial audits contained in *Government Auditing Standards*; issued by the Comptroller General of the United States; in conformity with the CDE Audit Guide (Rev. June 2010) issued by the California Department of Education and any other regulations, publications or audit guides relevant to CAPK's grants and/or agreements.

Audit Assistance: The staff of CAPK's Finance Division and responsible management personnel will be available during the audit to assist the Vendor by providing information, documentation and explanations. Finance Division staff will prepare reasonably required statements and schedules to support the audit.

CAPK will provide the Vendor with reasonable work space. The Vendor will also be provided with the use of photocopiers, fax, e-mail and access to computer internet and phones to accomplish the audit.

Delivery Schedule: Vendor shall have draft(s) of the audit report(s) for review by the Executive Director and Director of Finance at least three weeks prior to delivering the final audit report(s) to CAPK's Board of Directors. The due dates of the final audit report(s) are as follows:

- o Organization-wide audit including compliance audit of First 5 Kern Programs for year(s) ending:
 - February 29, 2016: Due no later than November 30, 2016
 - February 28, 2017: Due no later than November 30, 2017
 - February 28, 2018: Due no later than November 30, 2018
- o Special purpose financial statement audit for year(s) ending
 - June 30, 2016: Due no later than November 15, 2016
 - June 30, 2017: Due no later than November 15, 2017
 - June 30, 2018: Due no later than November 15, 2018
- o Defined Contribution Pension Plan audit for year(s) ending
 - February 29, 2016: Due no later than December 15, 2016
 - February 28, 2017: Due no later than December 15, 2017
 - February 28, 2018: Due no later than December 17, 2018

Exit Conference: An exit conference with CAPK's representatives and the Vendor's representatives will be held at the conclusion of the field work. Observations and recommendations must be summarized in writing and discussed with CAPK. It should, at a minimum, include discussion of internal control and program compliance observations and recommendations.

Workpapers: Upon request, the Vendor will provide a copy of the workpapers pertaining to any questioned costs determined in the audit. The workpapers must be concise and provide the basis for the questioned costs as well as an analysis of the issue(s) identified.

- o All audit workpapers shall be retained for at least three years from the end of the audit period.
- o All audit workpapers shall be available for examination by authorized representatives of CAPK, its cognizant federal or state audit agency, the General Accounting Office, and other entities authorized by CAPK.

2. PAYMENT FOR SERVICES. Payment for services shall be paid as detailed in Vendor's Fee Proposal dated XX/XX/XXXX which is attached hereto and incorporated into this agreement by reference, for the above described services. Vendor will submit an original monthly progress invoice detailing all work performed by the 10TH day of the following month. Terms are Net 30 from the date the original invoice is received at CAPK's Finance Office. This Agreement supersedes any other agreements/contracts in effect, written, implied or otherwise.

Note: The Vendor shall mail all invoices to CAPK, Attn: Finance Division, 5005 Business Park North, Bakersfield, CA 93309. (Include Tax I.D. Number on all Invoices.)

3. TERM. The period of performance for this Agreement shall be from February 1, 2016 through January 31, 2019.

4. TERMINATION. CAPK may terminate this Agreement at any time for any reason by giving at least thirty (30) days' notice in writing to the Vendor. If the Agreement is terminated by CAPK as provided herein, the Vendor will be paid a fair payment as negotiated with CAPK for the work completed as of the date of termination. CAPK shall terminate by delivering to the Vendor a Notice of Termination specifying the extent of termination and the effective date.

5. OPTION TO RENEW. The period of performance for this Agreement may be renewed in one (1) year increments for up to two (2) years by mutual agreement of the parties.

6. RELATIONSHIP OF PARTIES. It is understood by the parties that the Vendor is an independent vendor with respect to this Agreement and is not an employee of CAPK and will not be provided fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit.

7. WORK PRODUCT. Any copyrightable works, ideas, discoveries, inventions, patents, products, or other information (collectively, the "Work Product") developed in whole or in part by the Vendor in the connection with the services provided shall be the exclusive property of CAPK.

8. CONFIDENTIALITY. Vendor will not at any time, or in any manner, either directly or indirectly, use for his/her personal 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 and any extensions for a period of three (3) years. Upon termination of this Agreement, Vendor will return to CAPK all records, notes, documentation and other items that were used, created, or controlled by the Vendor on behalf of CAPK during the term of this Agreement.

9. INJURIES. Vendor acknowledges his obligation to obtain appropriate insurance coverage, if applicable, and to name CAPK as additional insured. Also, Vendor waives any rights to recovery for any injuries that he/she may sustain while performing services under this Agreement and that compensation for such injuries shall be covered by his/her own insurance.

10. INDEMNIFICATION. The Vendor shall hold harmless and indemnify the CAPK, its board members, officers, employees and volunteers, from every claim or demand which may be made by reason of any injury to person or property sustained by the Vendor or by any person, or corporation, employed directly or indirectly by Vendor upon or in connection with his/her performance of the work described herein, however caused.

11. INSURANCE. 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 Vendors 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). 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.

- a. Professional Liability Professional Liability (Errors and Omissions) Insurance, for liability arising out of, or in connection with, the performance of all required services under this Agreement, with limits of not less than: \$1,000,000.00 per occurrence; \$2,000,000.00 Aggregate, and the policy shall contain an additional endorsement in favor of the CAPK, its board members, officers, employees and volunteers.
- b. 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.

- c. 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:

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

- 12. GOVERNING LAW.** This Agreement shall be construed and enforced in accordance with the laws of the State of California. If either party initiates an action to enforce the terms hereof or declare rights hereunder, the parties agree that the venue thereof shall be the County of Kern, State of California.
- 13. WAIVER.** The parties hereto agree that failure of either party to enforce any term and/or provision hereof shall not be deemed to constitute a waiver of other provisions of this Agreement.
- 14. ADDITIONAL TERMS AND CONDITIONS, FEDERAL ASSURANCES, AND CONTRACT ADDENDA.** The attached Additional Terms and Conditions, Federal Assurances and Contract Addenda A through J, as applicable in CAPK's sole determination, are hereby incorporated by reference and are a part of this agreement.
- 15. APPENDIX C – CERTIFICATIONS.** The attached Appendix C – Certifications, is hereby incorporated by reference and is a part of this agreement, once executed by the Vendor.
- 16. ENTIRE AGREEMENT.** The foregoing constitutes the entire agreement between the parties and may not be modified, unless done in writing and signed by both parties.

The parties hereto have executed this Agreement at the place and on the dates specified above their respective signatures.

VENDOR:

Tax ID #: _____ Business License and/or Contractor's License #: _____

CCR/CAGE #: _____ DUNS#: _____.

Executed at: _____

Signature: _____

Date: _____

Name/Title: _____

COMMUNITY ACTION PARTNERSHIP OF KERN:

Executed at: _____

Signed by: _____

Jeremy T. Tobias, Executive Director

Date: _____

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. INSURANCE.** Vendor shall procure, furnish and maintain for the duration of this Agreement all insurances listed in Addendums G & H.
- 3. 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 so.
- 4. 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.
- 5. CHANGES.** CAPK may from time to time, require changes in the scope of the services of the Vendor 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.
- 6. 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 such approval. Notice, or requests, of any such assignment or transfer shall be furnished promptly in writing to CAPK.
- 7. 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.
- 8. AFFIRMATIVE ACTION.** The Vendor agrees to abide by all State and Federal Affirmative Action policies and laws.
- 9. 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.
- 10. 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.
- 11. 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.
- 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 a Agreement while said employee is still employed by CAPK. No relative of an employee of CAPK may bid on a Agreement until 12 months after the date said employee of CAPK has left employment of CAPK, either voluntarily or involuntarily.

It is contrary to 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 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."

FEDERAL ASSURANCES

The Vendor:

- A.** Will give the awarding agency (Grantee), the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
- B.** Will provide and maintain competent and adequate supervision to ensure that the completed work conforms to approved specifications and will furnish progress reports and such other information as may be required by the awarding agency or State.
- C.** Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title Vi of the Civil Rights Act of 1964 (P.O. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex; © Section 504 of the rehabilitation acts of discrimination on the basis of handicaps; (d) the U.S.C. 6101-6107) which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 93-255), as amended, relating to non-discrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to non-discrimination on the basis of alcohol abuse or alcoholism; (g) 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.), as amended, relating to not-discrimination in the sale, rental or financing of housing; (I) any other non-discrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements on any other non-discrimination Statue(s) which may apply to the application.
- D.** Will comply with the provisions of the Hatch Act (5 U.S.C. 1501-1508 and 7324-7328), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
- E.** Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. 276a to 276a-7), the Copeland Act (40 U.S.C. 276c and 18 U.S.C. 874)
- F.** The Contact Work Hours and Safety Standards Act (40 U.S. 327-333), regarding labor standards for federally assisted construction sub agreements (if applicable).
- G.** Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984.
- H.** Will comply, as applicable, with the Wild and Scenic Rivers Act of 1968 (16U.S.C. , 1271 et Seq.) related to protecting components or potential components of the national wild and scenic rivers system.
- I.** Will assist, as applicable, with the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.)
- J.** Will comply, as applicable, with P.L. 93-348 regarding the protection of human subjects Involved in research, development, and related activities supported by this award of assistance.
- K.** Will comply, as applicable, with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling and treatment of warm blooded animals held for research, teaching or other activities supported by this award of assistance.
- L.** Will comply, as applicable, with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
- M.** Will comply with all applicable requirements of all other Federal laws, executive Orders, regulations, and policies governing this program.
- N.** Will comply, as applicable, with environmental standards which may be prescribed pursuant to the following : (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 et seq.); (f) conformity of Federal actions to State Clean Air implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered Species Act of 1973, as amended (P.L. 93-205)

ADDENDUM "A"

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature of Vendor

Date

ADDENDUM "B"

**TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29
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:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three (3) years;
- Does not have a proposed debarment pending; and
- 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, 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.

Signature of Vendor

Date

ADDENDUM "C"
NONCOLLUSION AFFIDAVIT
(Public Contract Code Section 7106)

In accordance with Title 23 United States Code Section 112 and Public Contract Code 7106, _____
Name of Vendor

deposes and says that he or she is _____ of _____
Title Company Name

party making the foregoing bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Under penalty of perjury, the Vendor declares that neither the Vendor nor any subcontractor to be engaged by the Vendor for this project has been convicted of any offense referred to in the California Public Contract Code.

X

Signature of Vendor Date

X

Address

ADDENDUM "D"
EQUAL OPPORTUNITY
(48CFR 52.22-26)

- A. If, during any 12-month period (including the 12 months preceding the award of this Agreement), the Vendor has been or is awarded nonexempt Federal contracts and/or subcontracts that have an aggregate value in excess of \$10,000, the Vendor shall comply with subparagraphs (B)(1) through (11) below. Upon request, the Vendor shall provide information necessary to determine the applicability of this clause.
- B. During performing this Agreement, the Vendor agrees as follows:
1. The Vendor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.
 2. The Vendor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. This shall include, but not be limited to (i) employment, (ii) upgrading, (iii) demotion, (iv) transfer, (v) recruitment or recruitment advertising, (vi) layoff compensation, and (viii) selection for training, including apprenticeship.
 3. The Vendor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.
 4. The Vendor shall, in all solicitations or advertisement for employees placed by or on behalf of the Vendor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
 5. The Vendor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Vendor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.
 6. The Vendor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.
 7. The Vendor shall furnish to the contracting agency all information required by Executive Order 11246, as amended, and by the rules, regulations, and orders of the Secretary of Labor. Standard Form 100 (EEO-1), or any successor form, is the prescribed form to be filed within 30 days following the award, unless filed within 12 months preceding the date of award.
 8. The Vendor shall permit access to its books, records, and accounts by the contracting agency of the Office of Federal Contract Compliance Programs (OFCCP) for the purpose of investigation to ascertain the Vendor's compliance with the applicable rules regulations, and orders.
 9. If the OFCCP determines that the Vendor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this Agreement may be cancelled, terminated, or suspended in whole or in part and the Vendor may be declared ineligible for further Government contracts, under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Vendor as provided in Executive Order 11246, as amended, the rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.
 10. The Vendor shall include the terms and conditions of subparagraph (b)(1) through (11) of this clause in every subcontract or purchase order that is not exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive order 11246, as amended, so that these items and conditions will be binding upon each subcontractor or vendor.
 11. The Vendor shall take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance; provided, that if the Vendor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of any direction, the Vendor may request the United States to enter into the litigation to protect the interests of the United States.

Signature of Vendor

Date

ADDENDUM "E"

UTILIZATION OF WOMEN AND MINORITY BUSINESS ENTERPRISES

- A.** It is the policy of the Government that women and minority owned business enterprises shall have the maximum practicable opportunity to participate in the performance of Government contracts.
- B.** The Vendor agrees to use his/her best efforts to carry out this policy in the award of subcontracts to the fullest extent consistent with the efficient performance of this Agreement. As used in this Agreement, the term "minority business enterprise" means a business, at least 50 percent of which is owned by minority group members or, in case of publicly owned businesses, at least 51 percent of the stock of which is owned by women or minority group members. For the purposes of this definition, minority group members are Negroes, Spanish-speaking American persons, American-Oriental, American Indians, American-Eskimos, and American Aleuts. Vendors may rely on written representations by subcontractors regarding their status as minority business enterprises in lieu of an independent investigation.

Signature of Vendor

Date

ADDENDUM "F"

EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (52.222-35)(DEC 2001)

(a) Definitions. As used in this clause--

"All employment openings" means all positions except executive and top management, those positions that will be filled from within the Vendor's organization, and positions lasting 3 days or less. This term includes full-time employment, temporary employment of more than 3 days duration, and part-time employment.

"Executive and top management" means any employee--

(1) Whose primary duty consists of the management of the enterprise in which the individual is employed or of a customarily recognized department or subdivision thereof;

(2) Who customarily and regularly directs the work of two or more other employees;

(3) Who has the authority to hire or fire other employees or whose suggestions and recommendations as to the hiring or firing and as to the advancement and promotion or any other change of status of other employees will be given particular weight;

(4) Who customarily and regularly exercises discretionary powers; and

(5) Who does not devote more than 20 percent or, in the case of an employee of a retail or service establishment, who does not devote more than 40 percent of total hours of work in the work week to activities that are not directly and closely related to the performance of the work described in paragraphs (1) through (4) of this definition. This paragraph (5) does not apply in the case of an employee who is in sole charge of an establishment or a physically separated branch establishment, or who owns at least a 20 percent interest in the enterprise in which the individual is employed.

"Other eligible veteran" means any other veteran who served on active duty during a war or in a campaign or expedition for which a campaign badge has been authorized.

"Positions that will be filled from within the Vendor's organization" means employment openings for which the Vendor will give no consideration to persons outside the Vendor's organization (including any affiliates, subsidiaries, and parent companies) and includes any openings the Vendor proposes to fill from regularly established "recall" lists. The exception does not apply to a particular opening once an employer decides to consider applicants outside of its organization.

"Qualified special disabled veteran" means a special disabled veteran who satisfies the requisite skill, experience, education, and other job-related requirements of the employment position such veteran holds or desires, and who, with or without reasonable accommodation, can perform the essential functions of such position.

"Special disabled veteran" means--

(1) A veteran who is entitled to compensation (or who but for the receipt of military retired pay would be entitled to compensation) under laws administered by the Department of Veterans Affairs for a disability--

(i) Rated at 30 percent or more; or

(ii) Rated at 10 or 20 percent in the case of a veteran who has been determined under 38 U.S.C. 3106 to have a serious employment handicap (i.e., a significant impairment of the veteran's ability to prepare for, obtain, or retain employment consistent with the veteran's abilities, aptitudes, and interests); or

(2) A person who was discharged or released from active duty because of a service-connected disability.

"Veteran of the Vietnam era" means a person who--

(1) Served on active duty for a period of more than 180 days and was discharged or released from active duty with other than a dishonorable discharge, if any part of such active duty occurred--

(i) In the Republic of Vietnam between February 28, 1961, and May 7, 1975; or

(ii) Between August 5, 1964, and May 7, 1975, in all other cases; or

(2) Was discharged or released from active duty for a service-connected disability if any part of the active duty was performed--

(i) In the Republic of Vietnam between February 28, 1961, and May 7, 1975; or

ii) Between August 5, 1964, and May 7, 1975, in all other cases.

ADDENDUM "F" CONT.'

(b) General. (1) The Vendor shall not discriminate against the individual because the individual is a special disabled veteran, a veteran of the Vietnam era, or other eligible veteran, regarding any position for which the employee or applicant for employment is qualified. The Vendor shall take affirmative action to employ, advance in employment, and otherwise treat qualified special disabled veterans, veterans of the Vietnam era, and other eligible veterans without discrimination based upon their disability or veterans' status in all employment practices such as--

- (i) Recruitment, advertising, and job application procedures;
- (ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;
- (iii) Rate of pay or any other form of compensation and changes in compensation;
- (iv) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
- (v) Leaves of absence, sick leave, or any other leave;
- (vi) Fringe benefits available by virtue of employment, whether or not administered by the Vendor;
- (vii) Selection and financial support for training, including apprenticeship, and on-the-job training under 38 U.S.C. 3687, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
- (viii) Activities sponsored by the Vendor including social or recreational programs; and
- (ix) Any other term, condition, or privilege of employment.

(2) The Vendor shall comply with the rules, regulations, and relevant orders of the Secretary of Labor issued under the Vietnam Era Veterans' Readjustment Assistance Act of 1972 (the Act), as amended (38 U.S.C. 4211 and 4212).

(c) Listing openings. (1) The Vendor shall immediately list all employment openings that exist at the time of the execution of this Agreement and those which occur during the performance of this Agreement, including those not generated by this Agreement, and including those occurring at an establishment of the Vendor other than the one where the Agreement is being performed, but excluding those of independently operated corporate affiliates, at an appropriate local public employment service office of the State wherein the opening occurs. Listing employment openings with the U.S. Department of Labor's America's Job Bank shall satisfy the requirement to list jobs with the local employment service office.

(2) The Vendor shall make the listing of employment openings with the local employment service office at least concurrently with using any other recruitment source or effort and shall involve the normal obligations of placing a bona fide job order, including accepting referrals of veterans and nonveterans. This listing of employment openings does not require hiring any particular job applicant or hiring from any particular group of job applicants and is not intended to relieve the Vendor from any requirements of Executive orders or regulations concerning nondiscrimination in employment.

(3) Whenever the Vendor becomes contractually bound to the listing terms of this clause, it shall advise the State public employment agency in each State where it has establishments of the name and location of each hiring location in the State. As long as the Vendor is contractually bound to these terms and has so advised the State agency, it need not advise the State agency of subsequent contracts. The Vendor may advise the State agency when it is no longer bound by this Agreement clause.

(d) Applicability. This clause does not apply to the listing of employment openings that occur and are filled outside the 50 States, the District of Columbia, the Commonwealth of Puerto Rico, the Commonwealth of the Northern Mariana Islands, American Samoa, Guam, the Virgin Islands of the United States, and Wake Island.

(e) Postings. (1) The Vendor shall post employment notices in conspicuous places that are available to employees and applicants for employment.

(2) The employment notices shall--

(i) State the rights of applicants and employees as well as the Vendor's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants who are special disabled veterans, veterans of the Vietnam era, and other eligible veterans; and

(ii) Be in a form prescribed by the Deputy Assistant Secretary for Federal Contract Compliance Programs, Department of Labor (Deputy Assistant Secretary of Labor), and provided by or through the Contracting Officer.

(3) The Vendor shall ensure that applicants or employees who are special disabled veterans are informed of the contents of the notice (e.g., the Vendor may have the notice read to a visually disabled veteran, or may lower the posted notice so that it can be read by a person in a wheelchair).

ADDENDUM "F" CONT.'

(4) The Vendor shall notify each labor union or representative of workers with which it has a collective bargaining agreement, or other contract understanding, that the Vendor is bound by the terms of the Act and is committed to take affirmative action to employ, and advance in employment, qualified special disabled veterans, veterans of the Vietnam era, and other eligible veterans.

(f) Noncompliance. If the Vendor does not comply with the requirements of this clause, the Government may take appropriate actions under the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

(g) Subcontracts. The Vendor shall insert the terms of this clause in all subcontracts or purchase orders of \$25,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor. The Vendor shall act as specified by the Deputy Assistant Secretary of Labor to enforce the terms, including action for noncompliance.

Signature of Vendor

Date

ADDENDUM "G"

VENDOR'S CERTIFICATE

REGARDING 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."

I am 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 I 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.)

ADDENDUM "H"

INSURANCE REQUIREMENTS

Insurance: Vendor shall procure, furnish and maintain for the duration of this Agreement the following types and limits of insurance ("basic insurance requirements") 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 Community Action Partnership of Kern, its board, officers, agents employees and volunteers.
2. Broad Form Commercial General Liability Insurance, ISO form CG00 01 11 85 or 88 providing coverage on an occurrence basis for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than One Million Dollars (\$1,000,000) per occurrence; and the policy shall:
 - a. Provide Contractual Liability coverage for the terms of this Agreement.
 - b. Contain an additional insured endorsement in favor in favor of Community Action Partnership of Kern, its board, officers, agents employees and volunteers.
3. Workers' compensation insurance with statutory limits and employer's liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence; and the policy shall contain a waiver of subrogation endorsement in favor of Community Action Partnership of Kern, its board, officers, agents employees and volunteers.

All policies required of the Vendor shall be primary insurance as to 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 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 Agreement, or insurance rated below Bests' A:VII, must be declared prior to execution of this Agreement and approved by the City of Bakersfield 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.

ADDENDUM "I"

PREVAILING WAGE REQUIREMENTS AND COMPLIANCE CERTIFICATION

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 Agreement work. The Secretary of Labor (SOL) determines the 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. If there is a difference, the Vendor shall pay not less than the higher wage rate.

Concerning Classification of Labor and Wage Rate Determinations:

1. Vendor must use the classification that most accurately describes the work to be performed.
2. Vendor must reclassify workers to conform to changes in duties, if any.
3. Vendor must maintain an accurate payroll record of the time spent in each classification.

Occasionally, a wage rate may not be provided in the Secretary of Labor's, or the Department of Industrial Relations', wage determination for a particular labor classification. When this occurs, the workers should be reclassified, if possible, to a comparable classification.

I hereby certify that if awarded a Agreement with the Community Action Partnership of Kern (the "CAPK"), I will conform to the requirements as stipulated above and as set forth in the California Labor Code, Sections 1770, 1773.1 – 1773.9, and all other California Labor Code Sections regarding General Prevailing Wage Rates and workers benefits.

I also hereby certify that if awarded a Agreement with CAPK I will comply with the State of California Public Works Contract Requirements and will allow CAPK to perform on-site audits, with 48-hour notice, of all payroll records and apprentice and trainee employment requirements records for the duration of the Agreement.

Vendor's Name (type or print)

Name of Vendor's Company

Vendor's Signature

Dated

ADDENDUM "J"

MATERIAL AND WORKMANSHIP WARRANTY

Vendor hereby unconditionally guarantees that the Work performed will be done in accordance with the requirements of the Agreement therefore and further guarantees the Work of the Agreement to be and remain free of defects in workmanship and materials for a period of two (2) years from and after the completion of all Agreement obligations by the Vendor. The Vendor specifically waives any right to claim or rely on the statutory definition of completion set forth in Civil Code section 3086. The Vendor specifically acknowledges and agrees that completion shall mean the Vendor's complete performance of all Work required by the Agreement, amendments, change orders, construction change directives and punch lists, and CAPK's formal acceptance of the Project, without regard to prior occupancy, substantial completion doctrine, beneficial occupancy, or otherwise. The Vendor hereby agrees to repair or replace any and all Work, together with any adjacent Work which may have been damaged or displaced in so doing, that may prove to be not in accordance with the requirements of the Agreement or that may be defective in its workmanship or materials within the guarantee period specified, without any expense whatsoever to CAPK, ordinary wear and tear and unusual abuse and neglect only excepted.

The Vendor further agrees that within ten (10) calendar days after being notified in writing by CAPK of any Work not in accordance with the requirements of the Agreement or any defects in the Work, it will commence and prosecute with due diligence all Work necessary to fulfill the terms of this guarantee, and to complete the Work within a period of time stipulated in writing. In the event it fails to so comply, Vendor does hereby authorize CAPK to proceed to have such Work done at the Vendor's expense and it will pay the cost thereof upon demand. CAPK shall be entitled to all costs, including reasonable attorneys' fees, necessarily incurred upon the Vendor's refusal to pay the above costs.

The guarantee period for corrected defective work shall continue for a duration equivalent to the original guarantee period.

Notwithstanding the foregoing paragraph, in the event of an emergency constituting an immediate hazard to the health or safety of CAPK's clients, or its property, CAPK may undertake at the Vendor's expense without prior notice, all Work necessary to correct such hazardous condition when it was caused by the Work of the Vendor not being in accordance with the requirements of this Agreement, or being defective, and to charge the same to the Vendor as specified in the preceding paragraph. The guarantee set forth herein is not intended by the parties, nor shall it be construed, as in any way limiting or reducing CAPK's rights to enforce all terms of the Agreement referenced hereinabove or the time for enforcement thereof. This guarantee is provided in addition to, and not in lieu of, CAPK's rights on such Agreement.

APPENDIX A

Community Action Partnership of Kern
• Procurement Department •
Vendor Information Sheet

Date: _____ Prepared By: _____

Official Business Name: _____

DBA: _____

Location Address: _____

Street

City

State

Zip

Mailing Address: _____

Street

City

State

Zip

Contact Person: _____ Title: _____

Phone #: _____ Accts. Receivable Phone #: _____

Fax #: _____ Customer Service Phone #: _____

Partnership Acct #: _____ E-mail Address: _____

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

Contractor Lic #: _____ DUNS#: _____ CCR & CAGE#: _____

Business Lic #: _____ City Issued: _____

General Liability Insurance Carrier & Policy #: _____

Auto Liability Insurance Carrier & Policy #: _____

Workers Compensation Insurance Carrier & Policy #: _____

Please Check One:

Corporation _____

Partnership _____

Sole Proprietorship _____

Individual _____

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.

Is your company:

Minority owned (51+%) _____ Woman owned (51+%) _____ Small Business _____

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: _____

APPENDIX B

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.
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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				
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%; border-bottom: 1px solid black; padding: 2px;"> 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) ▶ _____ </td> <td style="width: 30%; border-bottom: 1px solid black; padding: 2px; vertical-align: top;"> 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.) </td> </tr> </table>	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.)		
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.)			
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%; border-bottom: 1px solid black; padding: 2px;"> 5 Address (number, street, and apt. or suite no.) </td> <td style="width: 40%; border-bottom: 1px solid black; padding: 2px;"> Requester's name and address (optional) </td> </tr> <tr> <td style="border-bottom: 1px solid black; padding: 2px;"> 6 City, state, and ZIP code </td> <td></td> </tr> </table>	5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)	6 City, state, and ZIP code	
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:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- 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 ▶ _____
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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:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- 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
- 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 CERTIFICATIONS

On behalf of the Vendor:

1. The individual signing certifies that he/she is authorized to contract on behalf of the Vendor.
2. The individual signing certifies that the Vendor is not involved in any agreement to pay money or other consideration for the execution of this agreement, other than to an employee of the Vendor.
3. The individual signing certifies that the prices in this proposal have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition.
4. The individual signing certifies that the prices quoted in this proposal have not been knowingly disclosed by the Vendor prior to an award to any other Vendor or potential Vendor.
5. The individual signing certifies that there has been no attempt by the Vendor to discourage any potential Vendor from submitting a proposal.
6. The individual signing certifies that the Vendor is a properly licensed Certified Public Accountant capable of issuing audit opinions in the state of California.
7. The individual signing certifies that the Vendor meets the independence standards of the *Government Auditing Standards*.
8. The individual signing certifies that he/she is aware of and will comply with the GAO Continuing Education Requirement of 80 hours of continuing education every two years; and that 24 hours of the 80 hours education will be in subjects directly related to the government environment and to government auditing for individuals.
9. The individual signing certifies that he/she is aware of and will comply with the GAO requirement of an external quality control (peer) review at least once every three years.
10. The individual signing certifies that he/she has read, understands and will adhere to the requirements, as applicable, the following publications relative to the proposed audits:
 - *Government Auditing Standards* (Yellow Book)
 - OMB Circular A-133, *Audits of Institutions of Higher Education and Other Nonprofit Institutions*
 - OMB Circular A-133 - *Compliance Supplement*
 - *Government Auditing Standards and Circular A-133 Audits (AICPA Audit Guide)*
 - OMB Circular A-110, *Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations*
 - OMB Circular A-122, *Cost Principles for Nonprofit Organizations*
 - *Audit and Accounting Guide – Not-for-Profit Entities (AICPA Audit Guide)*
 - *A Guide for Nonprofit Organizations: Cost Principles and Procedures for Establishing Indirect Cost and Other Rates for Grants and Contract with the Department of Health and Human Services*
 - 10 CFR Part 440 – DOE's Weatherization Assistance for Low Income Persons
 - *Uniform Guidance 2 CFR Part 200 ("Super Circular")*
11. The individual signing certifies that he/she has read and understands all of the information in this Request for Proposal, including the information on the programs/grants/contracts to be audited.
12. The individual signing certifies that the Vendor, and any individuals to be assigned to the audits, does not have a record of substandard audit work and has not been debarred or suspended from doing work with any federal, state or local government. (If the Vendor or any individual to be assigned to the audits has been found in violation of any state or AICPA professional standards, this information must be disclosed.)
13. The individual signing certifies that he/she has read and understands all of the following Addendums (Addendum A: Certification Regarding Lobbying; Addendum B: Debarment and Suspension Certification; Addendum C: Noncollusion Affidavit; Addendum D: Equal Opportunity; Addendum E: Utilization of Women and Minority Business Enterprises; Addendum F: Equal Opportunity for Special Disabled Veterans; Addendum G: Certification of Worker's Compensation; Addendum H: Insurance Requirements; Appendix I: Prevailing Wage Requirements and Compliance Certification); and Additional Terms & Conditions as made available at: <http://www.capk.org/store/files/87.pdf>.

Dated this _____ day of _____, 2015.

(Vendor's Firm Name)

(Signature of Vendor's Representative)

(Printed Name and Title of Individual Signing)

APPENDIX D

COMMUNITY ACTION PARTNERSHIP OF KERN SCHEDULE OF PROGRAMS (FUNDS) FOR THE PERIOD MARCH 1, 2015 THROUGH FEBRUARY 29, 2016

PROGRAM (COMPONENT)	AMOUNT	CFDA #	GRANT NUMBER	PROGRAM YEAR	FUND#	FUNDING SOURCE
UNRESTRICTED						
GENERAL FUND			NOT APPLICABLE	03/01/15 - 02/29/16	501	NOT APPLICABLE
DISCRETIONARY FUND			NOT APPLICABLE	03/01/15 - 02/29/16	502	NOT APPLICABLE
FOOD BANK			NOT APPLICABLE	03/01/15 - 02/29/16	504	SHARED MAINTENANCE, MEMBERSHIP FEES, DONATIONS, ETC.
ENERGY			NOT APPLICABLE	03/01/15 - 02/29/16	524	NOT APPLICABLE
SHAFER YOUTH CENTER			NOT APPLICABLE	03/01/15 - 02/29/16	527	DONATIONS, RENTAL INCOME
FRIENDSHIP HOUSE			NOT APPLICABLE	03/01/15 - 02/29/16	531	DONATIONS, RENTAL INCOME
FUND RAISING			NOT APPLICABLE	03/01/15 - 02/29/16	595	DONATIONS
RESTRICTED						
EARLY HEAD START/HEAD START	23,061,931	93.600	09CH014202	03/01/15 - 02/29/16	108/109	U S DEPT OF HEALTH & HUMAN SERVICES
EARLY HEAD START CHILD CARE PARTNERSHIP	828,206	93.600	09FP003601	03/01/15 - 06/30/16	110	U S DEPT OF HEALTH & HUMAN SERVICES
EARLY HEAD START SAN JOAQUIN	3,397,773	93.600	09CH0100710100	07/01/15 - 01/31/16	117	U S DEPT OF HEALTH & HUMAN SERVICES
CSBG (COMMUNITY SERVICES BLOCK GRANT)	1,409,365	93.569	15F - 2015A1	01/01/15 - 12/31/15	103	U S DEPT OF HEALTH & HUMAN SERVICES - STATE OF CALIFORNIA, DEPT OF COMMUNITY SERVICES AND DEVELOPMENT
CSBG'S DISCRETIONARY (VITA)	69,687	93.569	14F - 3073A1	09/01/14 - 05/31/15	175-170	U S DEPT OF HEALTH & HUMAN SERVICES - STATE OF CALIFORNIA, DEPT OF COMMUNITY SERVICES AND DEVELOPMENT
CSBG DISCRETIONARY (PRE-EMPLOYMENT)	57,677	93.569	14F - 3089	09/15/14 - 05/31/15	175-171	U S DEPT OF HEALTH & HUMAN SERVICES - STATE OF CALIFORNIA, DEPT OF COMMUNITY SERVICES AND DEVELOPMENT
CSBG DISCRETIONARY (DROUGHT)	80,000	93.569	15F - 2402	04/01/15 - 12/31/15	175-172	U S DEPT OF HEALTH & HUMAN SERVICES - STATE OF CALIFORNIA, DEPT OF COMMUNITY SERVICES AND DEVELOPMENT
CSBG DISCRETIONARY (YOUTH EMPLOYMENT)	71,817	93.569	15F - 2415	06/30/15 - 05/31/16	175-173	U S DEPT OF HEALTH & HUMAN SERVICES - STATE OF CALIFORNIA, DEPT OF COMMUNITY SERVICES AND DEVELOPMENT
LIHEAP (LOW-INCOME HOME ENERGY ASSISTANCE PROGRAM)	4,534,325	93.568	15B - 3013A1	01/01/15 - 01/31/16	122-35	U S DEPT OF HEALTH & HUMAN SERVICES - STATE OF CALIFORNIA, DEPT OF COMMUNITY SERVICES AND DEVELOPMENT
LIHEAP - SOLAR WATER HEATER PILOT	48,546	93.568	14B - 5102	10/01/14 - 03/31/15	159	U S DEPT OF HEALTH & HUMAN SERVICES - STATE OF CALIFORNIA, DEPT OF COMMUNITY SERVICES AND DEVELOPMENT
GENERAL CENTER CHILD CARE	299,023	93.575	CCTR - 4050A1	07/01/14 - 06/30/15	263	U S DEPT OF HEALTH & HUMAN SERVICES - STATE OF CALIFORNIA, DEPT OF EDUCATION
GENERAL CENTER CHILD CARE	543,508	93.506	CCTR - 4050A1	07/01/14 - 06/30/15	253	U S DEPT OF HEALTH & HUMAN SERVICES - STATE OF CALIFORNIA, DEPT OF EDUCATION
MIGRANT ALTERNATIVE PAYMENT	5,411,000	93.575	CMPA - 4000	07/01/14 - 06/30/15	261	U S DEPT OF HEALTH & HUMAN SERVICES - STATE OF CALIFORNIA, DEPT OF EDUCATION
CALIFORNIA STATE PRESCHOOL PROGRAM	199,793	93.575	CSPP - 4113A1	07/01/14 - 06/30/15	258	U S DEPT OF HEALTH & HUMAN SERVICES - STATE OF CALIFORNIA, DEPT OF EDUCATION
CALIFORNIA STATE PRESCHOOL PROGRAM	363,145	93.598	CSPP - 4113A1	07/01/14 - 06/30/15	258	U S DEPT OF HEALTH & HUMAN SERVICES - STATE OF CALIFORNIA, DEPT OF EDUCATION

**COMMUNITY ACTION PARTNERSHIP OF KERN
SCHEDULE OF PROGRAMS (FUNDS)
FOR THE PERIOD MARCH 1, 2015 THROUGH FEBRUARY 29, 2016**

RESTRICTED	PROGRAM (COMPONENT)	AMOUNT	CFDA #	GRANT NUMBER	PROGRAM YEAR	FUND #	FUNDING SOURCE
cont'd.							
	INFORMATION & EDUCATION	78,873	93.558	11 - 10281A4	07/01/14 - 06/30/15	120	U S DEPT OF HEALTH & HUMAN SERVICES - STATE OF CALIFORNIA, DEPT OF PUBLIC HEALTH
	BIOTERRORISM - I&R	78,855			07/01/15 - 06/30/16		
		10,000	93.283	N/A	06/18/14 - 05/01/15	187	U S DEPT OF HEALTH & HUMAN SERVICES - STATE OF CALIFORNIA, DEPT OF HEALTH SERVICES, COUNTY OF KERN, DEPT OF PUBLIC HEALTH
	SAP (SUBSTANCE ABUSE PROGRAM)	128,213	93.959	485 - 2014	07/01/14 - 06/30/15	118	U S DEPT OF HEALTH & HUMAN SERVICES - STATE OF CALIFORNIA, DEPT OF HEALTH SERVICES, COUNTY OF KERN, DEPT OF PUBLIC HEALTH
		128,213		461 - 2015	07/01/15 - 06/30/16		
	EFAP (EMERGENCY FOOD ASSISTANCE PROGRAM)	158,020	10.568/569	10 - 6035	10/01/14 - 09/30/15	105/111	U S DEPT OF HEALTH & HUMAN SERVICES - STATE OF CALIFORNIA, DEPT OF HEALTH SERVICES, COUNTY OF KERN, MENTAL HEALTH SYSTEM OF CARE
	CHILD AND ADULT CARE FOOD PROGRAM (CACFP)	BASED ON MEALS SERVED	10.558	15-1248-OJ	10/01/14 - 09/30/15	112	U S DEPT OF AGRICULTURE - STATE OF CALIFORNIA, DEPT OF EDUCATION
	SUMMER FOOD SERVICE PROGRAM	BASED ON MEALS SERVED	10.559	15 - 9150 - OS	06/08/15 - 07/31/15	133	U S DEPT OF AGRICULTURE - STATE OF CALIFORNIA, DEPT OF EDUCATION
	WIC (WOMEN, INFANTS & CHILDREN)	3,819,121	10.557	14 - 10231	10/01/14 - 09/30/15	115	U S DEPT OF AGRICULTURE - STATE OF CALIFORNIA, DEPT OF EDUCATION
	WIC (WOMEN, INFANTS & CHILDREN) - NEEDLES	23,636		14 - 10949	04/01/15 - 09/30/15	115 140	U S DEPT OF AGRICULTURE - STATE OF CALIFORNIA, DEPT OF EDUCATION
	SUPPLEMENTAL NUTRITION ASSISTANCE PROGRAM (SNAP) AKA CALFRESH PROGRAM	32,861	10.561	14 - 3036	10/01/14 - 09/30/16	164	U S DEPT OF AGRICULTURE - STATE OF CALIFORNIA, DEPT OF SOCIAL SERVICES, INFO LINE OF SAN DIEGO #88 211 SAN DIEGO
	COMMUNITY DEVELOPMENT BLOCK GRANT - FOOD BANK SOLAR	132,000	14.218	PENDING	PENDING	126-250	U S DEPT OF HOUSING & URBAN DEVELOPMENT - CITY OF BAKERSFIELD
	DOE (DEPARTMENT OF ENERGY - WEATHERIZATION)	270,851	81.042	14C - 1812	08/01/14 - 06/30/15	123.62	U S DEPT OF ENERGY - STATE OF CALIFORNIA, DEPT OF COMMUNITY SERVICES AND DEVELOPMENT
		217,033		15C - 1012	09/01/15 - 02/29/16	123.63	
	EFSP (EMERGENCY FOOD & SHELTER PROGRAM)	84,288	97.024	PHASE 32	09/01/14 - 10/31/15	114	U.S. DEPT OF HOMELAND SECURITY - EMERGENCY FOOD AND SHELTER NATIONAL BOARD PROGRAM, UNITED WAY OF KERN COUNTY
	JUSTICE ASSISTANCE GRANT (JAG)	57,923	PENDING	417-2015	03/01/15 - 12/31/15	130	U.S. DEPT OF JUSTICE STATE OF CALIFORNIA - BOARD OF STATE AND COMMUNITY CORRECTIONS, COUNTY OF KERN, PROBATION DEPARTMENT
		57,923			01/01/16 - 12/31/16		
		57,923			01/01/17 - 12/31/14		
	LIWP (LOW INCOME WEATHERIZATION PROGRAM)	1,729,370		15K - 6006	01/01/15 - 05/31/16	221	STATE OF CALIFORNIA, DEPT OF COMMUNITY SERVICES AND DEVELOPMENT
	MIGRANT ALTERNATIVE PAYMENT	179,489		CMAP - 4000	07/01/14 - 06/30/15	261	STATE OF CALIFORNIA, DEPT OF EDUCATION
		179,489		CMAP - 5000	07/01/15 - 06/30/16		
	GENERAL CENTER CHILD CARE	988,308		OCTR - 4050A1	07/01/14 - 06/30/15	253	STATE OF CALIFORNIA, DEPT OF EDUCATION
		988,308		OCTR - 5049	07/01/15 - 06/30/16		
	CALIFORNIA STATE PRESCHOOL PROGRAM	1,899,238		CSPP - 4113A1	07/01/14 - 06/30/15	258	STATE OF CALIFORNIA, DEPT OF EDUCATION
		1,899,238		CSPP - 5110	07/01/15 - 06/30/16		
	MIGRANT CHILD CARE	178,084		CMIG - 4005	07/01/14 - 06/30/15	250	STATE OF CALIFORNIA, DEPT OF EDUCATION
		186,988		CMIG - 5004	07/01/15 - 06/30/16		

**COMMUNITY ACTION PARTNERSHIP OF KERN
SCHEDULE OF PROGRAMS (FUNDS)
FOR THE PERIOD MARCH 1, 2015 THROUGH FEBRUARY 29, 2016**

<u>RESTRICTED</u> <u>cont'd</u>	<u>PROGRAM (COMPONENT)</u>	<u>AMOUNT</u>	<u>CFDA #</u>	<u>GRANT NUMBER</u>	<u>PROGRAM YEAR</u>	<u>FUND #</u>	<u>FUNDING SOURCE</u>
	MIGRANT SPECIALIZED SERVICES	26,713		CMSS - 4005	07/01/14 - 06/30/15	252	STATE OF CALIFORNIA, DEPT OF EDUCATION
	TAX CHECK - OFF (FOOD BANK)	26,713		CMSS - 5004	07/01/15 - 06/30/16		
	STATE EMERGENCY FOOD ASSISTANCE (FOOD BANK)	16,240		N/A	03/01/15 - 02/28/16	216-000	STATE OF CALIFORNIA, DEPT OF SOCIAL SERVICES
	STATE DROUGHT FOOD ASSISTANCE (FOOD BANK)	28,172		N/A	07/01/14 - 06/30/15	216-087	STATE OF CALIFORNIA, DEPT OF SOCIAL SERVICES
	DIFFERENTIAL RESPONSE SERVICES	277,700		N/A	09/01/14 - PENDING	216-088	STATE OF CALIFORNIA, DEPT OF SOCIAL SERVICES
	FIRST 5 KERN - HELPLINE 211	174,578 194,099		N/A	07/01/14 - 06/30/15 07/01/15 - 06/30/16	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	109,092 86,287		2010.1.10	07/01/14 - 06/30/15 07/01/15 - 06/30/16	288	STATE OF CALIFORNIA, FIRST 5 CALIFORNIA, COUNTY OF KERN, FIRST 5 KERN
	FIRST 5 KERN EAST KERN FAMILY RESOURCE CENTER	200,200 135,866		2013.2.1	07/01/14 - 06/30/15 07/01/15 - 06/30/16	281	STATE OF CALIFORNIA, FIRST 5 CALIFORNIA, COUNTY OF KERN, FIRST 5 KERN
	WHALE TAIL	8,932		WT - 14-15	03/01/15 - 06/30/16	232	CALIFORNIA COASTAL COMMISSION
	COUNTY OF KERN HELPLINE 211	95,000 PENDING		873 - 2014 PENDING	07/01/14 - 06/30/15 07/01/15 - 06/30/16	389	COUNTY OF KERN
	GANG PREVENTION	142,811 142,811		421 - 2014 445 - 2015	07/01/14 - 06/30/15 07/01/15 - 06/30/16	335	COUNTY OF KERN, DEPT OF HUMAN SERVICES
	READY KERN - HELPLINE 211	1,000 1,000		N/A	07/01/14 - 06/30/15	366	COUNTY OF KERN, FIRE DEPARTMENT, OFFICE OF EMERGENCY SERVICES
	HELPLINE 211 - UNITED WAY ALLOCATION	40,000		N/A	01/01/15 - 12/31/15	428	UNITED WAY OF KERN COUNTY
	FOOD BANK - HEALTHY EATING	60,000		20633829	10/01/13 - 09/30/15	419-066	KAISER FOUNDATION HOSPITALS
	PHOC - NUTRITION EDUCATION	10,000		20638186	07/01/14 - 06/30/15	418-066	KAISER FOUNDATION HOSPITALS
		10,000		20644136	07/01/15 - 06/30/16		
	211 - BROADBAND SERVICES	BASED ON BROADBAND /OPTIONS		CEIF - 013	07/22/13 - 03/15/15	483	2-1.1 CALIFORNIA, CALIFORNIA EMERGING TECHNOLOGY FUND AND UNITED WAYS OF CALIFORNIA
	ASSURANCE CELLULAR - 211	\$5 PER ENROLLMENT		N/A	N/A	470	SPRINT, LIFE TECH
	211 LA COUNTY	10,000		N/A	04/15/15 - 06/30/15	532-230	INFORMATION AND REFERRAL FEDERATION OF LOS ANGELES COUNTY, dba 211 LA COUNTY
	211 KINGS COUNTY	14,000		N/A	ANNUAL	536-231	KINGS UNITED WAY
	211 TULARE COUNTY	54,000		N/A	ANNUAL	536-232	UNITED WAY OF TULARE COUNTY
	211 MERCED COUNTY	6.46 PER CALL		N/A	FIRST 6 MONTHS	536-233	UNITED WAY OF MERCED COUNTY
	FOOD POLICY COUNCIL	50,000		20121633	09/15/13 - 09/30/15	407-000	THE CALIFORNIA ENDOWMENT
	PHOC - LOCAL CONTROL & ACCOUNTABILITY PLAN	19,555		N/A	04/01/15 - 06/31/16	407-069	THE CALIFORNIA ENDOWMENT, COUNTY OF KERN, SUPERINTENDENT OF SCHOOLS