

**REQUEST FOR PROPOSALS (RFP)  
FOR  
Energy Subcontractor**

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*Request for Proposal Number: Energy 2021-001  
January 10, 2022*

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

**Proposals Due by 2:00 p.m., January 25, 2022**

**Community Action Partnership of Kern**

5005 Business Park North • Bakersfield, CA 93309  
(661) 336-5236 • Fax: (661) 325-2169

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**REQUEST FOR PROPOSALS (RFP):  
Energy Subcontractor  
GENERAL CONDITIONS**

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**I. PURPOSE**

Community Action Partnership of Kern (CAPK) is issuing this Request for Proposal (RFP) to select a qualified vendor, possessing a State of California Class “B” General Building Contractor’s License issued by the Contractor’s State License Board (CSLB) in the name of the organization and additional accreditations that meet all minimum qualifications set forth in this RFP to provide full-service weatherization services to low-income, single and multi-family households located in Kern County.

**A. Proposal Submission Information**

1. **Closing Date:** Proposals must be submitted no later than **2:00 p.m., January 25, 2022**.
2. **Inquiries:** Inquiries concerning this RFP should be directed to the Business Services Department, at [procurement@capk.org](mailto:procurement@capk.org).
3. **Costs of Proposal Preparation:** All costs incurred in the preparation of a proposal responding to this RFP will be the sole responsibility of the Vendor and will not be reimbursed by CAPK. Unless otherwise stated, all materials submitted by Vendor in response to this RFP shall become the property of CAPK.

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

Community Action Partnership of Kern (CAPK)  
RFP No. Energy 2021-001  
ATTN: Business Services  
5005 Business Park North Bakersfield, CA 93309  
Or via email to: [procurement@capk.org](mailto:procurement@capk.org)

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

**Expected Timelines:**

	<b>Date(s)</b>	<b>Event</b>
1	January 10, 2022	RFP Released to public
2	January 17, 2022	Due date for Vendor questions
3	January 20, 2022	Responses to Vendor questions emailed to Vendors
4	<b>January 25, 2022, by 2:00pm</b>	<b>DUE DATE FOR PROPOSALS FROM VENDORS</b>

5	January 26-, 2022-January 31, 2022	CAPK analysis of proposals and interviews, if required
7	February 1, 2022	Notification of Award

**A. Right to Reject:** CAPK reserves the right to reject any and all proposals received in response to this RFP. The Contract for the accepted proposal will be based upon the factors described in this RFP.

CAPK reserves the right to waive any and all informalities or irregularities in any proposal.

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

**C. Notification of Award:** CAPK anticipates but does not guarantee that the Contract(s) will be awarded by **February 1, 2022.**

Award will be made to the most responsible Vendor(s) whose service, experience and approach to the project are most compatible with the CAPK's needs. CAPK will be the sole judge in making this determination.

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

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

## II. SCOPE OF SERVICES

Subcontractor shall be responsible for providing **full weatherization services** and must be determined to be qualified and selected to serve Kern County, CAPK's service territory. The subcontractor must be eligible to receive and work federal funds. A full-service weatherization subcontractor is a contractor possessing a State of California Class "B" General Building Contractor license issued by the Contractors' State License Board (CSLB) in the name of the organization and additional accreditations that meets all minimum qualifications set forth in this RFP.

All work is to be performed according to the standards set forth by the California Department of Community Services and Development (CSD), the United States Department of Energy (DOE), Community Action Partnership of Kern (CAPK), the CSD Technical Reference Manual and all applicable federal, state, county, and local standards and specifications. All weatherization installers and crew leaders must possess the qualifications, knowledge, skills, and abilities contained herein.

Subcontractor will be responsible to supply labor and material (does not include appliances) for completing all units. The subcontractor will have the responsibility to complete these units in a timely manner and in compliance with all applicable federal, state, county, and local standards and specifications.

Subcontractor will not subcontract the weatherization installation work other than specialty trades (i.e. HVAC, glass, and electrician). CAPK reserves the right to approve or disapprove any subcontractor/sub-subcontractor relationships. All sub-subcontractors used by the subcontractor are bound by the same requirements, standards, licensing, insurance coverage, and all other provisions included herein that govern the subcontractor. The subcontractor must verify that each sub-subcontractor meets the subcontractor criteria contained herein. The subcontractor is responsible for the performance of any sub-subcontractors who are held to the same standard of quality performance as the subcontractor.

## **A. General Weatherization Services**

- 1) CAPK provides weatherization services for low-income, single and multi-family households located in Kern County. Clients served include both owners and renters who meet income eligibility requirements.
- 2) By providing weatherization services, CAPK's goal is to:
  - a. Reduce energy consumption by installing weatherization measures and related repairs which improve the thermal efficiency of the home; and
  - b. Enhance client health and safety by providing adequate ventilation, safely functioning combustion appliances, proper zonal pressures, and smoke/carbon monoxide (CO) detectors.
- 3) A CAPK certified Assessor will conduct a weatherization assessment on each household served and develops the scope of work for the job. The work is contracted out to subcontractors competitively selected to be on the weatherization program roster through this RFP process. Thereafter, work is awarded through the award procedures described herein to subcontractors on the roster. Subcontractor will complete the work specified according to specifications described herein. A CAPK Quality Control Inspector will inspect the work and approve it for payment.
- 4) Weatherization services shall be provided to low-income individuals and families in support of the following programs:
  - a. U.S. Department of Health and Human Services Low-Income Home Energy Assistance Program (LIHEAP) weatherization assistance services;
  - b. The Low-Income Weatherization Program (LIWP) allocated through the State of California Greenhouse Gas Reduction Fund (GGRF); and
  - c. The U.S. Department of Energy Weatherization Assistance Program (DOE WAP).

## **B. Specifications Summary**

- 1) Material shall be installed in accordance with the specifications and policies outlined in the CSD Technical Reference Manual, state and local law, and 10 CFR 440 Appendix A, Standards for Weatherization Material. Subcontractor must be able to provide all measures – labor and materials (does not include appliances) – specified in the Weatherization Measure Matrix contained in Exhibit A in accordance with all applicable federal, state, county, and local standards and specifications. All prices are for weatherization measures installed according to industry and program standards and include labor, material, job site cleanup, overhead, and all other costs. Prices should reflect all costs associated with the subcontractor's delivery, installation, and administration of the weatherization program. All materials used in the weatherization program must meet the specification of the various funding authorities.
- 2) The prices submitted should be at a rate which allows the subcontractor to install all measures to meet federal, state, county and local standards and specifications regardless of the techniques or methods used. A warranty must be provided on materials and labor for a period of twelve (12) months from the date the work has passed inspection (CAPK's acceptance of work).

### **C. Job Award Eligibility Criteria**

- 1) **Work Capacity:** Subcontractor must be able to complete the work within the time specified. Subcontractor will have sixty (60) calendar days to complete individual Work Orders. Additional work may not be issued to that subcontractor until jobs are completed.
- 2) **Inspection Passage Rate:** CAPK will track each subcontractor's rate of passing final inspection of jobs completed on a monthly basis. If the subcontractor has an inspection rate passage below 90% for jobs completed over a one-month period, CAPK may choose to temporarily reduce the number of jobs the subcontractor can have in progress; or assigned jobs on a probationary period; or terminate the contract.
- 3) **Refusal of Work:** When a subcontractor is awarded a job, it has the right to refuse the work. However, CAPK will assume that the reason for refusal is that the subcontractor does not have the capacity to complete the work within the required timeframe. If the subcontractor refuses more than 3 jobs, CAPK may choose to temporarily suspend the contract or elect to terminate the subcontractor.

### **D. Training, Licensing and Certifications**

- 1) **Training Requirement:** Due to the technical and changing nature of the weatherization program, a high priority has been placed on the training aspect of the program. Each subcontractor is responsible for accurately tracking all staff and subcontractor competencies and certifications. Selected subcontractors must have completed or will need to complete the following trainings:
  - a. **Training Provisions for Staff of Subcontractors and Sub-Subcontractors:**
    1. Weatherization employees of subcontractor sub-subcontractors shall receive Worksite Safety, Environmental Hazards Awareness and Lead-Safe Weatherization Training. No worker, crew leader, or supervisor shall be allowed to enter or weatherize a dwelling unit until the required Worksite Safety, Environmental Hazard Awareness and Lead-Safe Weatherization Training has been completed.
    2. Weatherization employees of subcontractor and sub-subcontractors shall receive Basic Weatherization Training.
    3. EPA Lead Renovator training is required per the EPA for all subcontractors and sub-subcontractors performing work on pre-1978 homes, where the work could potentially disturb lead-based paint.
  - b. **Training Provisions Based Upon Job Duties:**
    1. When job duties include duct leakage and blower door diagnostics, weatherization employees of subcontractor and sub-subcontractor shall receive Duct Leakage/Blower Door Diagnostic Training. No employee of subcontractor or sub-subcontractor shall perform diagnostic testing without having completed the required training.
    2. When job duties include Combustion Appliance Safety, weatherization employees of subcontractor and sub-subcontractor shall receive Combustion Appliance Safety Training. No employee of subcontractor and sub-subcontractor shall perform combustion appliance safety check without having completed the required CSD-approved training.

3. Subcontractors shall maintain and make available for reference to sub-subcontractors who perform weatherization and ECIP EHCS services the following:
    - a. Current CSD Weatherization Installation Standards;
    - b. CSD Weatherization Program Policies;
    - c. Other applicable policies and procedures; and
    - d. Official State and Federal Program Notices.
  4. OSHA-10 is required for all crew members, and OSHA-30 is required for all supervisors who are regularly on-site and monitor for field safety.
- 2) Contractor Licensing: Participating subcontractors are further required to maintain the following license from the State of California:
- a. Must possess and active Class “B” General Building Contractor’s license issued by the Contractor’s State License Board (CSLB).
  - b. Subcontractors are required to be an EPA Lead-Safe Certified firm and shall have at least one certified renovator on staff that is trained by an EPA-approved training provider. A copy of the EPA certification must be submitted in this bid package, or the course enrollment date and location of the approved training session provided prior to entering into a contract with CAPK.
  - c. Must possess or sub-subcontract with a company that possess all applicable license as required by the CSLB to carry out the installation and/or repairs of gas and electric water heaters; also including a C-10 Electrical license for electrical wiring grade/replacement if not covered under Class “B” license.
  - d. Must possess or sub-subcontract with a company with an active C-36 plumbing license to perform water heater repair or replacement services or provide proof of any licensing exemptions.

A copy of the current license(s) must be submitted with the proposal. The company that is issued the license by the State of California must be the entity that responds to the RFP.

**E. Access to Computer and Email**

In the interest of efficiency and expediency, CAPK may issue award notifications and other critical communications via email. The subcontractor must be able to maintain the capability to receive emails and respond in a timely manner. In addition, CAPK and subcontractor together will maintain a list of crew members, certifications, licenses, insurance, work orders, manuals and other essential program information through a shared electronic file. The subcontractor shall have the capability to manage, update and submit information into the shared electronic file.

**III. PROPOSAL CONTENT REQUIREMENTS**

Proposals must include the following:

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

- B. Description of services to be provided, including informative sheets on services.
- C. Detailed plan of action for all phases of the services requested.
- D. CAPK is not a tax-exempt entity; all appropriate taxes will apply. All applied taxes must be listed as a line item.
- E. Please include any discounts provided to CAPK due to its 501(c)(3) status including any in-kind donations.
- F. **Conflict of Interest:** Provide a statement of any potential conflicts Vendor and/or key staff may have regarding providing these services to CAPK. The statement should not only include actual conflicts, but also any working relationships that may be perceived by disinterested parties as a conflict. If no potential conflicts of interest are identified, so state in your proposal.

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

- G. **Vendor Information Sheet:** Appendix A.
- H. **W-9:** Appendix B.
- I. **Additional Terms and Conditions:** Appendix C.

#### IV. VENDOR REQUIREMENTS

- A. All responsive proposals shall be reviewed and evaluated by CAPK to determine which proposal best meets CAPK's needs for this project by demonstrating the competency and professional qualifications necessary for the satisfactory performance of the required services.
- B. Not providing the appropriate SPIN number will disqualify Vendor's bid.

#### V. PROPOSAL SUBMITTAL PROCESS

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

#### VI. SELECTION PROCESS AND CRITERIA

- This is a NEGOTIATED procurement and as such, award will not necessarily be made to the Vendor(s) submitting the lowest priced proposal. Award will be made to the Vendor(s) submitting the best responsive proposal satisfying CAPK's requirements, as determined by CAPK, including consideration of price and qualifications.
- Contract will be awarded to multiple contractors.

**Nonresponsive Proposals**

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

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

**Proposal Evaluation**

Evaluation of each proposal will be scored on the factors identified in Section B. below. In compliance with 2 CFR Part 200.319 – Competition, no geographic preferences will be given in the evaluation of this proposal, since the section states: “The non-Federal entity must conduct procurements in a manner that **prohibits the use of statutorily or administratively imposed state or local geographical preferences in the evaluation of bids or proposals**, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference.” The selection process is designed to ensure that the Vendor’s services are engaged on the basis of demonstrated competence and qualifications for the type of services to be performed and at fair and reasonable prices for CAPK.

- A.** All proposals received by the specified deadline will be reviewed by CAPK for content, fees, related experience and professional qualifications of Vendor.
- B.** The evaluation and selection of the successful Vendor shall be based upon the factors listed below with corresponding point evaluation. Total points available are 100.

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

<p>1. Qualifications Experience and Technical Experience: Describe, in detail, the history of the firm submitting the proposal, including: length of time in business; business history including patterns of growth, mergers or acquisitions; number of staff; number of customers; market/vertical specializations; office locations; length of time offering services like those proposed; etc. Describe, in detail, the experience and qualifications of the Consultants proposed to work on this project, including relevant certifications, length of time working in the field, areas of specialization</p>	<p>Points = 30</p>
<p>2. Proposed Approach Describe in detail the approach proposed to undertake the project, including proposed best practice methodologies, proposed areas of focus, proposed tools, etc.</p>	<p>Points = 25</p>
<p>3. References: 1. Please provide a minimum of three references. Please provide detailed information about reference sites. We are specifically interested in your most recent projects. Please include the following: a. Names of agencies b. Contact names, titles, telephone numbers, and email addresses</p>	<p>Points = 15</p>



4. Fees	Points = 30
<b>Total</b>	<b>Points = 100</b>

**C.** CAPK may, at its discretion, request presentations by or meetings with any or all Vendors to clarify the Vendors' proposals.

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

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

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

**VII. CONDITIONS TO AWARD**

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

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

**VIII. TIMELINE**

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

**VIII. PROHIBITED ACTIVITY**

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

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APPENDIX A

Community Action Partnership of Kern
• Procurement Department •
5005 Business Park North, Bakersfield, CA 93309 • 661.336.5236 • FX: 661.322.2237

VENDOR INFORMATION SHEET

Date: [Redacted] Prepared By: [Redacted]
Official Business Name: [Redacted]
DBA: [Redacted]
Location Address: [Redacted]
Remit Address: [Redacted]
Contact Person: [Redacted] Title: [Redacted]
Phone #: [Redacted] Accts. Receivable Phone #: [Redacted]
Fax #: [Redacted] Customer Service Phone #: [Redacted]
CAPK Vendor #: [Redacted] E-mail Address: [Redacted]
Federal ID # or SS#: [Redacted] Type of Business: [Redacted]
Contractor Lic #: [Redacted] Business Lic #: [Redacted] City Issued: [Redacted]
General Liability Insurance Carrier & Policy #: [Redacted]
Auto Liability Insurance Carrier & Policy #: [Redacted]
Workers Compensation Insurance Carrier & Policy #: [Redacted]

FEDERAL TAX CLASSIFICATION:

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

BUSINESS ENTITY/CLASSIFICATION:

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

SBA CLASSIFICATION:

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

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

Years in Business: [Redacted] 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: [Redacted] Print Name: [Redacted]
Title: [Redacted] Date: [Redacted]

REV. 012516

## Appendix B

Form <b>W-9</b> (Rev. December 2014) Department of the Treasury Internal Revenue Service	<h3 style="margin: 0;">Request for Taxpayer Identification Number and Certification</h3>	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	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ 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. <input type="checkbox"/> 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) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	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)	

<b>Part I Taxpayer Identification Number (TIN)</b> 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 <i>How to get a TIN</i> on page 3. <b>Note.</b> 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.																																																			
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<b>Part II Certification</b> Under penalties of perjury, I certify that: 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and 3. I am a U.S. citizen or other U.S. person (defined below); and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct. <b>Certification instructions.</b> 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.	
<b>Sign Here</b>	Signature of U.S. person ▶ _____  Date ▶ _____

<b>General Instructions</b> Section references are to the Internal Revenue Code unless otherwise noted. <b>Future developments.</b> Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at <a href="http://www.irs.gov/fw9">www.irs.gov/fw9</a> . <b>Purpose of Form</b> 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: <ul style="list-style-type: none"> <li>• Form 1099-INT (interest earned or paid)</li> <li>• Form 1099-DIV (dividends, including those from stocks or mutual funds)</li> <li>• Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)</li> <li>• Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)</li> <li>• Form 1099-S (proceeds from real estate transactions)</li> <li>• Form 1099-K (merchant card and third party network transactions)</li> </ul>	<ul style="list-style-type: none"> <li>• Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)</li> <li>• Form 1099-C (canceled debt)</li> <li>• Form 1099-A (acquisition or abandonment of secured property)</li> </ul> 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 <i>What is backup withholding?</i> on page 2. By signing the filled-out form, you: 1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued), 2. Certify that you are not subject to backup withholding, or 3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and 4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See <i>What is FATCA reporting?</i> on page 2 for further information.
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## Appendix C

### Community Action Partnership of Kern Additional Terms and Conditions

1. **TAXES.** The Vendor is solely responsible to pay all taxes and comply with all Federal, State, and local laws, ordinances, rules, regulations and lawful orders bearing on the performance of work.
2. **ASSIGNMENT OF SUBCONTRACTING.** The Vendor may not assign or transfer the Contract, or any interest therein or claim thereunder, or subcontract any portion of the work thereunder, without the prior written approval of CAPK. If CAPK consents to such assignment or transfer, the terms and conditions of the Contract shall be binding upon any assignee or transferee. Any transfer shall be considered an addendum to the Contract and must be included as such.
3. **TERMINATION FOR CONVENIENCE OF CAPK.** CAPK may terminate the Contract at any time by giving written notice to the Vendor of such termination and specifying the effective date thereof. In that event, all finished or unfinished documents and other materials as described herein, at the option of CAPK, shall become its property. If the Contract is terminated by CAPK as provided herein, the Vendor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials. The Vendor hereby expressly waives any and all claims for damages or compensation arising under the Contract except as set forth in this section in the event of such termination.
4. **CHANGES.** CAPK may from time to time, require changes in the scope of the services of the Vendor to be performed hereunder. Such changes, including any increase or decrease in the amount of the Vendor's compensation which are mutually agreed upon by and between CAPK and the Vendor, shall be effective when incorporated in written amendments to the Contract. Amendments shall be valid only after approval by Vendor and CAPK's Executive Director.
5. **CLAIMS.** All claims for money due or to become due to the Vendor from CAPK under the Contract may not be assigned to a bank, trust company, or other financial institution without CAPK approval. Notice or requests of any such assignment or transfer shall be furnished promptly in writing to CAPK.
6. **NOTICE.** Any notice or notices required or permitted to be given pursuant to the Contract may be personally served on the other party by the party giving such notice, or may be served by certified mail, return receipt requested.
7. **AFFIRMATIVE ACTION.** The Vendor agrees to abide by all State and Federal Affirmative Action policies and laws.
8. **DISPUTE RESOLUTION.** Any dispute arising regarding the interpretation or implementation of the Contract, including any claims for breach of the Contract, shall be resolved by submitting the claim for arbitration to the American Arbitration Association in accordance with its rules and procedures applicable to commercial disputes. The location of any arbitration hearing shall be Bakersfield, California, and any enforcement of the arbitrator's decision shall be brought in the Superior Court of the County of Kern, Bakersfield, California.
9. **EQUAL EMPLOYMENT OPPORTUNITY.** All hiring and other employment practices by the Vendor shall be non-discriminatory, based on merit and qualifications without regard to race, color, religion, national origin, ancestry, disability, medical condition, marital status, age or sex.
10. **SBE/MBE/WBE POLICY STATEMENT.** It is the policy of Community Action Partnership of Kern, consistent with Federal, State and local laws, to promote and encourage the development, participation, and continued expansion of Small Business Enterprises, Minority Business Enterprises and Women's Business Enterprises.
11. **AMERICAN MADE.** To the extent practicable, all equipment and products provided by Vendor will be American made.
12. **CONFIDENTIALITY.** The Vendor shall use his or her best efforts to keep confidential any information obtained during the performance of the Contract.
13. **RESPONSIBILITY.** If Vendor is part of a corporation, the individual or individuals who sign the Contract on behalf of the corporation are jointly responsible for performance of the Contract.

14. **PROTEST BY VENDOR:** If the Vendor wishes to file a protest against CAPK for any action, the Vendor must do so in writing with CAPK within 72 hours after the action to be protested has occurred. All protests will be taken under advisement. Any protests received after that will not be recognized.
15. **CONFLICT OF INTEREST:** In accordance with California Public Contract Code 10410, no officer or employee of CAPK shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest in the Contract, which may be in whole, or in part, sponsored or funded by a Local, State, or Federal agency. Also, no relative of an employee of CAPK may enter into or bid on a Contract while said employee is still employed by CAPK. No relative of an employee of CAPK may bid on a Contract until 12 months after the date said employee of CAPK has left employment of CAPK, either voluntarily or involuntarily. It is contrary to CAPK policy for any CAPK employee to personally solicit, demand or receive any gratuity of any kind from a Vendor in connection with any decision affecting a CAPK purchase or Contract for Goods or Services. Thus, if such a case were to occur, the Vendor may file a protest with CAPK as specified in the section titled "Protest by Vendor."
16. **DEBARMENT AND SUSPENSION CERTIFICATION:** Vendor, under penalty of perjury, certified that, except as noted below, he/she or any person associated therewith in the capacity of owner, partner, director, officer, manager:
- 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 above, insert the exceptions in the following space:

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

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

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

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

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

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

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

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

18. **INSURANCE REQUIREMENTS:** Vendor shall procure, furnish and maintain for the duration of the Contract the following types and limits of insurance herein:
- Automobile Liability Insurance, providing coverage on an occurrence basis for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than One Million Dollars (\$1,000,000) per occurrence; and the policy shall:

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

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

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

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

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

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

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**Signature**

**Date**

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**Print Name**

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**Company Name**