

REQUEST FOR PROPOSALS (RFP)

DESIGN BUILD SOLAR PHOTOVOLTAIC SYSTEM

Request for Proposals Number: CAPK OPS 2026-007

August 17, 2026



Community Action Partnership of Kern
1300 18th Street
Bakersfield, California 93301
661-336-5236

[Proposals Due by 2:00 p.m. September 10, 2026](#)



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1300 18th Street • Bakersfield, CA 93301
(661) 336-5236

REQUEST FOR PROPOSALS (RFP)
Design Build Solar Photovoltaic System RFP CAPK OPS 2026 007

I. GENERAL CONDITIONS

- A. Purpose:** The Request for Proposals (RFP) is issued to find a qualified Class A, B C-10 or C-46 licensed solar contractor (the “Contractor”) to contract with for the design and construction of a rooftop photovoltaic (PV) system that maximizes electrical production and system size within a total budget of \$336,294 and as allowed by the existing roof of the multipurpose building at the Community Action Partnership of Kern (“CAPK”) Friendship House Community Center, 2424 Martin Luther King Jr. Boulevard (formerly Cottonwood Road), Bakersfield, California 93307 (the “Project”). The Project shall also include the raceway, interconnection capacity and reserved equipment space necessary to allow a future battery energy storage system (“BESS”), microgrid controls and additional photovoltaic generation to be interconnected without rework of the work installed under this Contract.
- B. Governing Contract:** CAPK has established qualifying criteria to propose on this Project, including minimum criteria and experience with similar projects. The most qualified proposals will be evaluated and ranked according to “Best Value” for CAPK. The top ranked Contractor will be offered the opportunity to negotiate a Contract for Services Agreement (the “Contract”) with CAPK that includes terms and conditions to design and permit the Project with CAPK oversight and approval. If the top ranked Contractor is unable to successfully negotiate a Contract with CAPK, or design and permit the Project, CAPK may then ask the second ranked Contractor to design and permit the Project and negotiate a Contract with CAPK. CAPK intends to award the Contract to a single Contractor, however, CAPK reserves the right to award the Contract to more than one Contractor if this is deemed in the best interest of CAPK.
- C. Proposal Submission Information:**
1. Closing Date: Proposals must be submitted no later than 2:00 p.m. September 10, 2026
 2. Inquiries: Inquiries concerning this RFP should be directed to Procurement at procurement@capk.org
 3. Costs of Proposal Preparation: All costs incurred in the preparation of a proposal responding to this RFP will be the sole responsibility of the Vendor and will not be reimbursed by CAPK. Unless otherwise stated, all materials submitted by Vendor in response to this RFP shall become the property of CAPK.
- D. Proposal Submission Instruction to Contractors:** Your proposal should be addressed as follows:
- Community Action Partnership of Kern (CAPK)
RFP OPS 2026-007
ATTN: Liz G Vargas – Procurement
1300 18th Street, Ste 200
Bakersfield, CA 93301
Or via email to: procurement@capk.org

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

Expected Timeline:

	Date(s)	Event
1	August 17, 2026	RFP Released to public
2	August 27, 2026, 8:00 AM	Job Walk
3	August 28, 2026, by 5:00 PM	Due date for Vendor Questions - Please email to Procurement@capk.org
4	September 1, 2026	Responses to Vendor questions emailed to Vendors
5	September 10, 2026, by 2:00pm	DUE DATE FOR PROPOSALS FROM VENDORS
6	September 11 – 22, 2026	Proposal scoring and Board approval
6	Approx. September 22, 2026	Notification of Award

- E. Right to Reject:** CAPK reserves the right to reject 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 all informalities or irregularities in any proposal.
- F. 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.
- G. Notification of Award:** CAPK anticipates but does not guarantee that the Contract will be awarded by approximately September 22, 2026.
- Award will be made to the most responsible Vendor whose service, experience and approach to the project are most compatible with the CAPK's needs. The scored proposals will be presented to CAPK's Board of Directors for final award. CAPK will be the sole judge in making this determination.
- H. Small, Local & Veteran Business Participation / Subcontracting Outreach Plan:** Efforts will be made by CAPK to utilize small Local & Veteran 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).
- I. Price:** All prices and quotations must be typed or written in ink utilizing attached bid form. No erasures or correction fluid is permitted. Errors may be crossed out and corrections printed in ink by the person signing the proposal.

II. SPECIAL CONDITIONS

- A. Background:** CAPK is seeking a qualified Contractor for the Project, which includes the design and construction of a rooftop photovoltaic (PV) system that maximizes electrical production and system size within a total budget of \$336,294 and as allowed by the existing roof of the multipurpose building at the CAPK Friendship House Community Center located at 2424 Martin Luther King Jr. Boulevard (formerly Cottonwood Road), Bakersfield, California 93307. The Friendship House Community Center serves low- and moderate-income individuals and families in Southeast Bakersfield with educational, social and recreational programs. CAPK is separately planning a future campus microgrid that will include a battery energy storage system (BESS), microgrid controls and additional photovoltaic generation. Accordingly, the Project must be designed and constructed so that it can be interconnected with that future equipment without removal, replacement or material rework of the work installed under this Contract. The purpose of this Request for Proposals (RFP) is to provide a method of selection and the basis for negotiating the Contract to perform such services.
- B. Funding and Conditions to Award:** The Project is funded from two sources: (1) up to \$231,048 in City of Bakersfield Fiscal Year 2024-25 Community Development Block Grant (CDBG) funds administered by the City of Bakersfield on behalf of the U.S. Department of Housing and Urban Development (HUD); and (2) \$105,246 in State of California Department of Parks and Recreation Local Assistance Grant funds, for a combined total of \$336,294. Federal Davis-Bacon and California

prevailing wage requirements, and the federal contract requirements in Appendix D and Appendix E apply to all work under this Contract. NO CONTRACT WILL BE AWARDED OR EXECUTED, AND NO NOTICE TO PROCEED WILL BE ISSUED, PRIOR TO FULL EXECUTION OF THE AGREEMENT BETWEEN THE CITY OF BAKERSFIELD AND CAPK FOR THE CDBG FUNDING. CAPK reserves the right to cancel this solicitation without award if that agreement is not executed.

- C. **Project Milestones:** The funding agreements establish the following milestones, which the Contractor's proposed schedule must support: agreement between CAPK and the selected Contractor executed by November 1, 2026; fifty percent (50%) completion of construction of the rooftop solar array by January 31, 2027; and system commissioning and project closeout by July 31, 2027. Failure to meet these milestones may jeopardize the funding for the Project.
- D. **Experience:** Contractors must demonstrate prior similar experience with a minimum of five (5) years of operation in the present form of business organization; prior similar experience of the Contractor's subcontractors; and extensive experience on comparable projects of key personnel assigned to this Project.
- E. **Bonding:** Contractors must have sufficient bonding capacity for the Project. Details are provided in Appendix C, CAPK Additional Terms and Conditions.
- F. **License:** Contractors must hold a California Class A, B, C-10 or C-46 license, which license has not been revoked at any time in the last five (5) years.
- G. **Davis-Bacon Act:** Contractors and any subcontractors will be required to comply with the requirements of the Davis-Bacon Act, as set forth in Appendix C, CAPK Additional Terms and Conditions.
- H. **Insurance:** Contractors must be able to meet the insurance requirements set forth in Appendix C, CAPK Additional Terms and Conditions.
- I. **Selection:** The selection process will be followed by Contract negotiation. If negotiations are unsuccessful, CAPK will proceed with negotiations with the next qualifying Contractor.

The selected Contractor will be required to collect all pertinent information necessary to complete the required services in advance of all required deadlines; therefore this should be considered by Contractors in preparing their proposals.
- J. **Scope of Work:** See the Scope of Work in Attachment A.

III. PROPOSAL CONTENT REQUIREMENTS

- 1. **Prior Experience:** Describe the Contractor's experience and capabilities with regard to public and/or non-profit agencies, particularly with projects similar to that described in the Scope of Work. Regarding previous experience, please provide names, addresses, contact persons and telephone numbers of similar organizations and/or similar projects. Discuss your understanding and/or previous experience complying with Davis-Bacon/Prevailing Wage on other projects.
- 2. **Organization, Size and Structure:** The Contractor should describe its organization, size (in relation to Project to be performed) and structure. The description should include:
 - 1. Size of Contractor's firm, including managers, supervisors and support employees and their physical site locations.
 - 2. Explanation if Contractor is a small or minority-owned business or women's business enterprise and/or if located in a labor surplus area, as defined by the U.S. Department of Labor, Employment and Training Administration. Provide documentation to support explanation.
- 3. **Staff Qualifications:** Contractor should describe the qualifications of staff to be assigned to the Project. Descriptions should include:
 - 1. Project team makeup, identifying all staff assigned to the Project by name and title. Key staff includes include Project managers, supervisors and other personnel.
 - 2. Prior experience of the individual team members. Include resumes of the staff to be assigned to the Project and include current responsibilities, total years of experience, number of years of experience with the Contractor, degrees and certifications, professional affiliations and any other relevant information.
 - 3. Describe any services or portion of services that will be performed by a subcontractor and provide relevant information on the subcontractor's qualifications and personnel.

4. Approach to the Project: Include a detailed plan and schedule of Contractor's approach to the Project, including when, where and how work on each of the tasks will be accomplished based on the Contractor's understanding of the Scope of Work. Include an explanation of your key staff's responsibilities in performing the tasks.
 1. Proposed techniques and methodology to be used for each task should be stated.
 2. State any difficulties foreseen in performing the designated tasks.
 3. Prepare a proposed detailed scope of services to accomplish the Scope of Work for the Project.
 4. Provide a detailed explanation of the following information:
 - a. Materials and services quoted.
 - b. Warranty information for material and labor.
 - c. **Microgrid and Storage Readiness:** Describe how the proposed design satisfies the Future Microgrid and Battery Energy Storage Readiness requirements in Attachment A. State the assumed future BESS capacity (kW and kWh) and assumed future additional PV capacity (kW-DC) used to size raceway, interconnection equipment and reserved space; identify the proposed location of the future BESS/microgrid equipment; describe the communication protocols supported by the proposed inverters and monitoring; and identify any utility interconnection or tariff implications of adding storage in a later phase.
5. Conflict of Interest: Provide a statement of any potential conflicts your firm, key staff and/or subcontractor(s) 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.**
Contractors 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
6. References: Provide at least three (3) references for similar Projects that will provide relevant information on your past performance on a similar Design Build PV System. Include contact name, company address, telephone and email address.
7. Bid Sheet CAPK OPS 2026-007: All proposals must state the system specifications, pricing and expected production on Bid Sheet CAPK OPS 2026-007, which must be completed and submitted with your proposal.
8. Vendor Information Sheet: Appendix A.
9. W-9: Appendix B.
10. CAPK Additional Terms and Conditions: Appendix C.
11. Certifications: Contractors shall have read and be aware of the Federal Contract Requirements in Appendix D and complete and submit all Certifications contained in both Appendix D and E.
12. Bid Bond: A bid bond on the part of the Contractor for one hundred percent (100%) of the bid price, executed to secure fulfillment of all the Contractor's obligations under the proposal.

IV. PROPOSAL SUBMITTAL PROCESS

- A. Submission of Proposals: The submission of a proposal shall be an indication that the Contractor 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. All proposals shall include one (1) original, one (1) complete copy of the Contractor's proposal, which will become a part of the Contract.
- B. Public Record: 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 Contractor designates trade secrets or other proprietary material to be confidential. Any documentation which the Contractor 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. Contractors 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. Contractors are advised that CAPK does not wish to receive material designated as trade secrets and requests that Contractors not supply trade secrets

unless absolutely necessary. The Contractor's qualification package, and any other supporting materials submitted to CAPK in response to the RFP, 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.

C. Signature: The Bid Sheet, all information required of Contractor, prequalification forms and all other forms enclosed with the Contractor's proposal must be signed in the name of the Contractor and must bear the signature of the person or persons duly authorized to sign these documents. Where indicated, if Contractor is a corporation, the legal name of the corporation shall first be set forth, together with two signatures: one from among the chairman of the board, president or vice president, and one from among the secretary, chief financial officer or assistant treasurer. Alternatively, the signature of other authorized officers or agents may be affixed, if duly authorized by the corporation. Such documents shall include the title of such signatories below the signature and shall bear the corporate seal. Where indicated, in the event that the Contractor is a joint venture or partnership, there shall be submitted with the bid certifications signed by authorized officers of each of the parties to the joint venture or partnership, naming the individual who shall be the agent of the joint venture or partnership, who shall sign all necessary documents for the joint venture or partnership and, should the joint venture or partnership be the successful Contractor, who shall act in all matters relative to the Contract resulting therefrom for the joint venture or partnership. If Contractor is an individual, his/her signature shall be placed on such documents.

D. Withdrawal of Bids: Any proposal may be withdrawn, either personally, or by written request, at any time prior to the scheduled closing time for receipt of bids.

V. SELECTION PROCESS AND CRITERIA

A. Non-responsive Proposals: Proposals may be judged non-responsive and removed from further consideration if any of the following occur:

1. The proposal is not received timely, in accordance with the terms of this RFP.
2. The proposal does not follow the specified format and respond adequately to each item in Section III.
3. The proposal does not include the Certifications.
4. The proposal does not include the Bid Bond.

B. Proposal Evaluation: Evaluation of each proposal will be scored on the factors identified below. In compliance with 2 CFR Part 200.319 – Competition, no geographic preferences will be given in the evaluation of the proposals, 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." To comply with 2 CFR Part 200.321, affirmative consideration will be given to ensure that labor surplus area firms are used when possible. The selection process is designed to ensure that the Contractor'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.

All proposals received by the specified deadline will be reviewed by CAPK for content, related experience and professional qualifications of Contractor. The final approval will be by CAPK's Board of Directors.

The evaluation and selection of the successful Contractor 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 of Contractor	a. Prior experience with a public or community agency on projects similar to the Project	Points = 10
	b. Three (3) references for similar projects	Points = 15
	c. Prior experience complying with Davis-Bacon/Prevailing Wage	Points = 5
	Sub-Total	Points = 30
2. Contractor's organization, size, structure and capacity		Points = 15
3. Documentation for business entity qualifications		

a. Small business, as defined by the SBA	Points = 2
b. Women-owned business	Points = 2
c. Labor surplus area business, as defined by DOL/ETA	Points = 2
Sub-Total	Points = 6
4. Staff qualifications and relevant experience	Points = 9
5. Contractor's approach to the Project, including Project schedule	Points = 15
6. Maximized electrical production and system size	Points = 20
7. Microgrid and battery storage readiness of the proposed design	Points = 5
Total	Points = 100

- C. CAPK may, at its discretion, request presentations by or meetings with any or all Contractors, to clarify the Contractors' 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 production standpoints, which the Contractor can propose.

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

VI. CONDITIONS TO AWARD

- A. CAPK reserves the right to delay the selection process, withdraw and reissue the RFP or cancel this procurement.
- B. CAPK will not award or execute a Contract under this RFP prior to full execution of the agreement between the City of Bakersfield and CAPK for the Community Development Block Grant funding for the Project. Selection of a Contractor under this RFP does not create any obligation of CAPK to award or execute a Contract.
- C. This solicitation does not commit CAPK to pay any costs in the preparation or presentation of a proposal.
- D. CAPK shall be solely responsible for awarding the Contract.

VII. CONTRACTOR'S OBLIGATIONS

- A. **Laws and Regulations:** Contractor shall comply with Title I of the Housing and Community Development Act of 1974 ("the Act"), any amendments, Federal regulations and guidelines now or hereafter enacted pursuant to the Act. Because the Project is also funded in part by a State of California Department of Parks and Recreation Local Assistance Grant, Contractor shall additionally comply with all applicable requirements of that program, including California prevailing wage requirements under Labor Code section 1720 et seq. and registration with the Department of Industrial Relations under Labor Code section 1725.5. Contractor shall comply with all state and Federal regulations and guidelines now or hereafter enacted.
- B. **Independent Contractor:** Contractor understands and agrees that it is an independent contractor with respect to the services to be performed under the Contract. CAPK will not be responsible for payment of unemployment compensation, FICA, retirement, life and/or medical insurance and workers' compensation insurance.
- C. **Contractor's License:** If, at the time of the bid opening date and time, Contractor is not properly licensed to perform the Project in accordance with Division 3, Chapter 9, of the Business and Professions Code of the State of California, such proposal will be rejected as non-responsive. Class A, B, C-10 or C-46 Solar Contractor license is required. Pursuant to Business and Professions Code Section 7028.15, no payment shall be made for work or materials under the Contract unless and until the Registrar of Contractors verifies to the CAPK that the Contractor was properly licensed at the time the proposal was submitted. Any Contractor not so licensed is subject to penalties under the law and the Contract will be considered void.
- D. **Bonds:** Contractor shall furnish three (3) good and sufficient bonds insured by an admitted surety insurer as set forth in Appendix C, CAPK Additional Terms and Conditions.

Whenever any surety or sureties on any such bonds required by law for the protection of the claims of laborers and material men become insufficient, CAPK have cause to believe that such surety or sureties have become insufficient, a demand in writing may be made of Contractor for such further bond or bonds or additional surety, not exceeding that originally required, as is considered necessary,

considering the extent of the work remaining to be done. Thereafter no payment shall be made upon such contract to Contractor or any assignee of Contractor until such further bond or bonds or additional surety has been furnished.

- E. Insurance: Contractor shall procure, furnish and maintain for the duration of the Contract the types and limits of insurance required under Appendix C, CAPK Additional Terms and Conditions. All policies shall contain an endorsement naming Community Action Partnership of Kern as an Additional Insured. Thirty (30) days' written notice of cancellation or material change in policy language or terms is required. The insurance required hereunder shall be maintained until all work required to be performed by the Contract is satisfactorily completed.

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

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

G. Administrative Requirements:

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

H. Personnel and Participant Conditions:

1. **Federal Labor Standards Provisions:** Contractor shall comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provision of Contract Work Hours and Safety Standards Act, the Copeland "Anti-Kickback" Act (18 USC §874 and 40 USC §276c; 29 CFR 3) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of the Contract. Contractor shall maintain documentation which demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to CAPK for review upon request.

Except with respect to the rehabilitation of residential property designed for residential use for less than eight families, Contractor, and all contractors engaged under contracts in excess of \$2,000 for the construction, alteration, and/or repair of any building or work financed in whole or in part with Federal funds provided under the Contract, shall comply with HUD requirements pertaining to such contracts and the applicable requirements of the regulations of the Department of Labor under 29 CFR parts 3, 5, and 5.5a, governing the payment of wages and the ratio of apprentices and trainees to journeymen; provided, that if wage rates higher than those required under such regulations are imposed by state or local law, nothing hereunder is intended to relieve Contractor of its obligation, if any, to require payment of higher rates. Contractor shall cause or require to be inserted in full, in all such contracts subject to such regulations, the clause, or any modification thereof, set out in 29 CFR parts 3,5, and 5.5a. Contractor shall comply with the procedures set out in the HUD handbook 1344.1, "Federal Labor Standards Compliance in Housing and Community Development Programs" (as amended).

Contractor shall make no awards of contracts under the Contract to any subcontractor ineligible under any applicable regulations of the Department of Labor.

2. **Non-discrimination Requirements:** Under any related agreements or contracts, Contractor shall provide that no person, on the grounds of race, color, national origin, religion, or sex, shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with Grant funds.
3. **Rehabilitation Act of 1973 and Americans with Disabilities Act:** The Contract is subject to the provisions of Section 503 and 504 of the Rehabilitation Act of 1973 (PL 930112), 29 USC 706, and attendant regulations at 24 CFR, Part 8, which provide that no otherwise qualified, disabled individual shall, solely by reason of his disability, be excluded from participation in, be denied the benefits of or be subjected to discrimination under any program or activity receiving federal financial assistance. The Contract is also subject to the Americans with Disabilities Act of 1990 (Public Law 101-336), as amended, 42 USC 12101, et. seq.
4. **Non-discrimination Because of Age:** The Contract is subject to the Age Discrimination Act of 1975, as amended, (Title III of Public Law 94-135) and attendant Code of Federal Regulations at 48 CFR, Part 22, Subpart 22.9. That Act sets forth that, except as otherwise provided, no person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
5. **Equal Employment Opportunity (Non-discrimination Clause):** Contractor shall not discriminate against any employee, or applicant for employment, because of race, color, religion, sex, national origin, age, disability, or sexual orientation. Contractor shall take affirmative action to insure that applicants for employment and employees are treated during employment, without regard to race, color, religion, sex, national origin, age, disability, or sexual orientation. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor shall post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, age, disability, or sexual orientation.
6. **Women- and Minority-Owned Business Enterprises:** Contractor agrees to abide by the requirements of Executive Orders 11625, 12432 and 12138, the HUD regulations issued pursuant thereto at 41 CFR Part 24, 41 CFR Subpart 1-1.13, and any applicable rules and orders of HUD. The foregoing require the maximum practicable opportunity to participate, in contracts funded in whole or in part with federal funds, be provided to women- and minority-owned business enterprises, as subcontractors and suppliers to contractors performing work, or rendering services as prime contractors or subcontractors, under Federally-funded procurement contracts.
7. **Affirmative Action for the Vietnam-Era Veterans:** Contractor shall comply with 48 CFR, Chapter 1, Subpart 22.13 and shall take affirmative action to employ, advance in employment, and otherwise treat qualified disabled veterans and veterans of the Vietnam Era without discrimination based on disability or veteran's status in all employment practices such as employment, upgrading, demotion, transfer, recruitment, advertising, layoff, or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
8. **Small Business Concerns:** The Contract is subject to the requirements of the Small Business Act, 15 U.S.C., § 637, as amended, applicable HUD regulations at 48 CFR, Part 19, and any applicable rules and orders of HUD requiring aid, counseling, assistance, and protection, insofar as possible, with, for, or of the interests of small-business concerns in order to preserve free competitive enterprise; and placement with small businesses of a fair proportion of the total Federally-funded purchases and contracts for property and services.

Contractor shall implement the specific small-business policies herein below to further the goals of the Small Business Act:

- a. Contractor shall give small businesses an equitable opportunity to compete for prime contracts and subcontracts. Contractor shall include the applicable "Utilization of

Small Business Concerns and Small Disadvantaged Business Concerns" clause in all contracts in connection with the Contract in amounts which may exceed \$10,000 except;

1. Contracts which are to be performed entirely outside the United States; and
 2. Contracts for personal services.
- b. Firm mailing lists shall include established and potential qualified small-business concerns;
 - c. Contractor shall send invitations for bids or request for proposals to all Firms on the appropriate mailing list which shall include an appropriate number of small businesses;
 - d. Contractor shall publicize proposed procurement and contract awards in accordance with these policies;
 - e. Contractor shall divide procurement of property and services into reasonably small lots (not less than economic production runs) to permit bidding on quantities less than the total requirements;
 - f. Contractor shall allow the maximum amount of time practical for preparation and submission of bid and proposals;
 - g. Contractor shall establish realistic delivery schedules to encourage small business participation;
 - h. Contractor shall furnish applicable specifications, plans, and drawings with invitations for bids and request for proposals or information as to locations where they may be obtained, or examined;
 - i. Contractor shall treat equal low bids in accordance with 48 CFR Subpart 14.408-1;
 - j. Contractor shall encourage subcontractors to enroll small businesses;
 - k. Contractor shall place small purchases (amounts under \$25,000) with small businesses whenever appropriate;
 - l. Contractor shall refer small businesses seeking Federal contracts, but lacking qualifications as contractors, to the City of Bakersfield, County of Kern and the Small Business Administration for assistance as may be appropriate;
 - m. Contractor shall refer offers from small business concerns otherwise qualified, to perform specific Federal contracts but ineligible under Walsh-Healey Public Contract Acts to the City of Bakersfield, County of Kern and Small Business Administration for possible certification of eligibility to receive and perform the contract;
 - n. To the extent practicable, Contractor shall place work to be performed, which exceeds the maximum amount of any contract for which a surety may be guaranteed against loss, so that more than one small-business concern may perform the work; and
 - o. The Small Business Administration may certify a small business, otherwise qualified to receive and perform specific Federal contracts but determined to be non-responsible, to be competent under the provisions of the Small Business Act.
9. **Use of Grant Funds for Religious Purpose:** Contractor shall permit no Grant funds to be expended for the design, construction, operation, or maintenance of any facility to be used for sectarian instruction or as a place for religious worship, except in situations where such use is incidental and does not favor one religious group over another.
 10. **Prohibited Interest of Officials and Employees:** No member of or delegate to the Congress of the United States, and no resident commissioner, shall be admitted to any share or part of the Contract or to any benefit to arise from it. No member, officer or employee of Contractor, or its designees or agents, no member of the Bakersfield City Council or any other public official who exercises any functions or responsibilities with respect to the Grant program during his tenure, or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed pursuant to the Contract.

11. **Political Activity:** Contractor shall expend no Grant funds to finance any political activity in contravention of the Hatch Act (Chapter 15 of Title 5 of the United States Code).
12. **Lobbying:** Contractor certifies, to the best of its knowledge and belief, no Federally-appropriated funds have been paid or will be paid, by or on behalf of Contractor, 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 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.

Contractor shall complete and submit, in accordance with its instruction, Certification Regarding Lobbying contained in Appendix D.

- I. Subcontracts: Contractor shall cause all of the provisions of the Contract in its entirety to be included in and made a part of any subcontract executed in the performance of the Contract.

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

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ATTACHMENT A

SCOPE OF WORK AND BID SHEET

PROJECT SCOPE

The project scope shall include, but not be limited to, the following:

I. Design Build

1. Design and construction of a rooftop photovoltaic (PV) system to maximize the electrical production and system size allowed by the roof of the Friendship House Community Center multipurpose building within a total budget of \$336,294. Sizing shall include accurate and detailed modeling of system production and bill offset for the site based on shading, roof geometry and structural capacity, available tariffs and other site constraints using industry standard modeling tools. The design shall also accommodate the future microgrid and battery energy storage requirements set forth below.
2. Conceptual design of systems sufficient for presentation and discussion with CAPK.
3. Detailed design and complete construction drawings of the PV systems and all ancillary work sufficient for permitting and construction. Drawings must fully describe all aspects of the construction work including directional boring/trenching, excavations, racking and mounting systems, electrical systems, signage, etc. Firm will provide Electrical, Structural and other engineers of record to provide a complete, stamped set of plans with specifications as required to construct a complete photovoltaic Project. The electrical construction drawings shall show and include all conduit below and above finished grade/finish. All plans and specifications must meet the approval of CAPK, Bakersfield City Building Department, Fire Authority and/or any other agency deemed as having jurisdiction over the Project.
4. All permitting and fees required to complete the Project.
5. Complete electrical engineering services including diagrams and stamped drawings.
6. Complete structural engineering services including diagrams and stamped drawings.
7. Work with CAPK staff to locate a secure storage facility at job site for all PV system equipment and supplies, including any required security.
8. Installation of all equipment necessary for a complete, interconnected and operational solar PV system, including, but not limited to:
 1. Solar PV panels;
 2. Inverters;
 3. All electrical switch gear interconnection to accept solar system;
 4. All electrical connectors, cabling & components necessary for a complete solar systems;
 5. All roof mounting and racking systems appropriate to the existing roof construction, including all flashing, sealing and roof penetration details required to maintain any existing roof warranty;
 6. All monitoring equipment necessary to remotely observe real-time and historical performance, and to provide reporting sufficient for the WREGIS REC registration;
 7. Any balance of system items for a complete, interconnected and operational solar PV System;
9. Utility interconnection applications, including tariff change requests, processing costs and coordination necessary to achieve interconnect and permission to operate.
10. Provision of a comprehensive Operations and Maintenance manuals for the installed system, and conduct an orientation and training seminar for CAPK staff. O&M manuals shall consist of three (3) hard copies and (3) soft copies on CD or USB flash drive in PDF format, provided as a single, bookmarked PDF document. The document shall be a well-organized, comprehensive and custom document created for this Project which includes, but is not limited to:
 1. System Overview;
 2. Predicted performance data, including expected production over time;
 3. Safety Details, including clear diagrams with safety shutoff locations and procedures;
 4. Contact information for the system installer and maintenance personnel;
 5. System component information;
 6. As-built drawings;
 7. Parts lists;
 8. PV System operation details;
 9. System testing, commissioning and PTO documentation;
 10. Maintenance information, including schedules and responsibilities for ongoing

- maintenance;
 - 11. Troubleshooting and repair, including responses to typical issues;
 - 12. All warranties, cut sheets and manuals for major equipment;
 - 13. Performance guarantee details, including schedule of performance reporting;
 - 14. Monitoring system login and operation details;
 - 15. Performance reporting schedule and format;
 - 16. Any other information that may be required for CAPK to easily and safely interact with, confirm performance, troubleshoot, maintain and/or service the materials and equipment installed under the Contract.
- 11. Project Commissioning – all associated tasks and documentation related to successfully commissioning the system.
- 12. Final PV system “as-built” Construction Documents clearly conformed to all changes during construction.
- 13. Legal toilet facilities at job sites.
- 14. Daily cleanup to “broom clean” conditions.
- 15. Return disturbed areas to pre-construction conditions including repair of all pavement/concrete and restriping and landscape and irrigation restoration.
- 16. Project closeout, inclusive of obtaining all final inspections for the Project.
- 17. **Future Microgrid and Battery Energy Storage Readiness**
- 18. CAPK intends to expand this installation in a future phase to include additional photovoltaic generation, a battery energy storage system (BESS), and associated microgrid controls and switchgear serving the Friendship House Community Center campus. The Project shall be designed and constructed so that the system installed under this Contract can be interconnected with that future equipment without removal, replacement or material rework of the work installed under this Contract. At a minimum, the Contractor shall:
- 19. Coordinate with CAPK during conceptual design to identify and confirm the location of the future BESS, power conversion system and microgrid controls, including the equipment pad, clearances, fire access and any required enclosure or fencing, and show that reserved location on the construction drawings.
- 20. Install a complete, empty, capped, labeled and pull-string equipped raceway pathway – including conduit, pull boxes and handholes – between the Project’s AC interconnection point, the main electrical service, and the designated future BESS/microgrid equipment location. Raceway shall be sized for the future AC power conductors based on a documented future capacity assumption reviewed and approved by CAPK in writing during design.
- 21. Provide separate, dedicated conduits for control, communications, metering and fiber/Ethernet between the PV inverter(s), the main switchboard, the utility metering location and the future BESS/microgrid controller location.
- 22. Select and locate all AC interconnection equipment – switchgear, panelboards, disconnects, over-current protection and metering – with sufficient physical space, bus ampacity and spare breaker positions to accept a future BESS and additional PV without replacement of the equipment installed under this Contract. Reserved space and spare capacity shall be shown on the drawings and permanently labeled in the field.
- 23. Provide inverters and monitoring equipment that support open, non-proprietary communication protocols (for example Modbus TCP/RTU or SunSpec) and that are capable of accepting external setpoint, curtailment and shutdown commands from a third-party microgrid controller, and of coordinating with a future grid-forming BESS during islanded operation.
- 24. Design the utility interconnection in a manner consistent with the future addition of energy storage, and identify in the proposal any PG&E interconnection, tariff or metering implications of adding storage and additional generation in a later phase.
- 25. Perform, under this Contract, all excavation, trenching, directional boring, concrete cutting, backfill and surface restoration required for the future-use raceway, so that no additional trenching or demolition within finished, paved or hardscaped areas is required in the future phase.
- 26. Provide as-built documentation of all spare raceway, pull boxes, handholes, reserved equipment space and spare electrical capacity, including a one-line diagram that shows the future BESS, microgrid controller and additional PV as dashed future work, and a site plan showing all below-grade raceway routing with dimensioned locations.
- 27. Contractors shall state in their proposal the assumed future BESS capacity (kW and kWh) and assumed future additional PV capacity (kW-DC) used to size raceway, conductors, reserved space and interconnection equipment, and shall separately state the cost of this microgrid-ready

infrastructure on the Bid Sheet.

28. CAPK's conceptual campus microgrid site plan and representative equipment cut sheets for a 250 kW power conversion system and energy storage system are available and will be provided to Contractors attending the mandatory pre-bid job walk. These documents are provided for information only and do not constitute a basis of design.

II. Equipment Criteria

1. All equipment provided, where applicable (e.g. PV modules, inverters and meters) must appear on the current California Energy Commission (CEC) lists of eligible equipment and be certified to the applicable UL standards, including UL 1703 or UL 61730 for modules and UL 1741 SB / IEEE 1547-2018 for inverters.
2. All major system components (e.g. PV modules and inverters) must be from a product line that has been field tested and commercially available for a minimum of three (3) years.
3. PV modules must be from a major, financially stable manufacturer with a documented history of utility-scale or commercial-scale production and a bankable warranty.
4. Inverters shall be string inverters unless the Contractor demonstrates, and CAPK approves in writing, that an alternative inverter architecture better supports the future microgrid and battery energy storage requirements of this Project.
5. All proprietary products shall have either an ICC report, a testing report stamped and signed by a licensed California engineer or have calculations to support the products' adequacy.
6. All field devices and equipment will be mounted as per manufacturer recommendation.
7. Contractor is responsible for equipment startup.
8. Contractor is responsible for disconnection of existing equipment to be replaced.
9. The PV metering/monitoring system shall provide 15-minute interval production data through a web-enabled interface and shall be capable of providing generation data on a monthly basis in the Western Renewable Energy Generation Information System (WREGIS) format (i.e. the format required by WREGIS for registering Renewable Energy Credits (RECs)). The monitoring system shall also expose data over an open protocol for future integration with a microgrid controller.
10. Contractor shall verify available site communications. If existing Wi-Fi or network service is not adequate or reliable for the metering/monitoring system, Contractor shall provide a cellular gateway or other approved means of communication as part of the Project.
11. Contractor must provide consumption meters for each utility account. Consumption meters shall have similar functionality to PV production meters with regard to web-enabled interface and 15-min reporting interval. Reporting interval shall be synced with PV production interval such that data may be easily compared.
12. Contractor shall locate inverters and AC interconnection equipment in coordination with CAPK and in a manner consistent with the reserved location for the future BESS and microgrid controls.
13. Contractor is responsible for connection of new equipment to be installed.
14. Contractor is responsible for proper disposal of any existing equipment to be replaced.

III. Site Details & Usage

1. Site Details

1. Site: Friendship House Community Center, 2424 Martin Luther King Jr. Boulevard (formerly Cottonwood Road), Bakersfield, California 93307. The array shall be installed on the rooftop of the multipurpose building and modular buildings if needed.
 1. Roof: Roof type, deck and membrane, framing type and spacing, pitch, penetrations, existing rooftop equipment and remaining service life shall be field verified by the Contractor at the mandatory job walk and confirmed during design.
 - a. Structural capacity: Contractor's structural engineer of record shall verify existing roof framing capacity and provide stamped calculations demonstrating the adequacy of the existing structure for the proposed array, including any required reinforcement, which shall be included in the Contractor's price.
 - b. Available documents: Existing site plans, architectural, structural and electrical drawings. These documents are provided for information only; Contractor is responsible for verification of all existing conditions.
 - c. Site access and operations: Contractor shall coordinate all work with CAPK to avoid disruption of programs at the Community Center, including youth,

after-school and senior programs and use of the gymnasium, multipurpose room and adjacent lighted sports field.

- d. Field verification: Submission of a proposal constitutes the Contractor's representation that it has visited the site and satisfied itself as to the existing conditions affecting the work.

2. Electrical System

1. Serving utility: Pacific Gas and Electric Company (PG&E).
2. PG&E account and meter number(s) serving the Friendship House Community Center campus and the multipurpose building: to be provided at the mandatory pre-bid job walk.
3. Existing electrical service size, voltage and configuration: to be field verified by the Contractor.
 - a. Existing main switchboard, distribution panelboards, available spare breaker positions, bus ampacity and the applicable interconnection method (supply-side or load-side) shall be field verified and documented by the Contractor.
 - i. Any existing standby generator, automatic transfer switch or other on-site generation shall be identified by the Contractor, and its interaction with the PV system and the future microgrid shall be addressed in the design.
 1. Contractor shall confirm the current applicable PG&E tariff and evaluate available tariff options as part of production and bill-offset modeling, including the implications of the future addition of energy storage.

2. Electricity Usage

1. Twelve (12) months of PG&E billing data and 15-minute interval consumption data for the Friendship House Community Center is available for download to all Contractors. Contractors shall base all production and bill-offset modeling on that data and on the applicable PG&E tariff.

IV. Mitigation Measures. The following mitigation measures are to be incorporated in the Project plans and specifications as required pursuant to this Scope of Work and Bid Sheet, subject to confirmation of the applicable environmental review and mitigation measures for this site by the City of Bakersfield. CAPK and Contractor(s) shall be responsible for compliance with these conditions and CAPK shall notify the City of Bakersfield (the "City") of any subsequent changes to the Scope of the Project or any change in the environmental conditions in accordance with 24 CFR 58.71(b). The City shall notify the County of Kern (the "County") if any subsequent Project modification proposed may affect the environmental clearance. Project related monitoring shall be completed by the lead agency for the Project (City).

1. Prior to the issuance of any building permits: the Project falls within Zone C of the Kern County Airport Land Use Compatibility Plan (ALUCP) and is within the flight pattern for the Bakersfield Municipal Airport. Contractor must submit an "Obstruction Evaluation/Airport Airspace Analysis" request (also known as the "7460" process) with the Federal Aviation Administration (FAA) to review the Project for impacts to glare. Any recommendations or other Project modifications from the permit process are incorporated as mitigation for the Project by reference and shall be complied with during the construction and implementation of the Project.
2. Dust and debris and other source operation emissions that may be generated during construction of the proposed Friendship House Community Center Solar Improvements shall be addressed in accordance with the standards established by the San Joaquin Valley Unified Air Pollution District. (Regulation VIII, Rule 8011-8081 pertaining to the construction and demolition activities for the control of Fugitive Dust of fine particulate matter and Rule 4102 - Nuisance of air emissions.) Additional rules that may also apply to the Project include: Rule 4102 – Nuisance of air emissions, and Rule 4641 – Cutback, Slow Cure and Emulsified Asphalt, Paving and Maintenance Operation.
3. Prior to the issuance of any building permit: Contractor shall demonstrate per available records that Metropolitan Bakersfield Habitat Conservation Plan (MBHCP) mitigation fees have previously paid for development of the Project site. It is noted that previous activities conducted onsite, which include the development/construction of the CAPK facility required the payment of HCP fees as a condition of the original development. However, if no record or other evidence of payment can be found, a development fee shall be collected and utilized for the acquisition and management of lands which support the species recovery plans outlined in the MBHCP.

4. During the implementation of the Project: If any archeological, paleontological, historical or cultural resources are discovered during construction, all work shall halt in the area of the find and the County shall provide a qualified cultural resources specialist to evaluate the findings and make appropriate mitigation recommendations in consultation with the State Historic Preservation Officer or SHPO. Prior to any remobilization in the area of the find, the County will notify the Contractor of the satisfactory completion of this requirement.

**CAPK OPS 2026-007
Bid Sheet**

Pricing (shall not exceed \$336,294):

Design, engineering, permitting and utility interconnection:

\$ _____

PV modules, inverters, racking, roof work and AC interconnection:

\$ _____

Microgrid/BESS-ready infrastructure (pull boxes, conduit, trenching
and surface restoration):

\$ _____

Commissioning, O&M manuals, training and Project closeout:

\$ _____

Total Lump Sum Price for the complete Project

\$ _____

System Specifications

Array Specification

Array Code:

Installation Type:

Azimuth (°):

Tilt(°):

Width (ft):

Length (ft):

PV Module Specification

Manufacturer:

Model No.:

STC Rating (watts):

PTC Rating (watts):

Module Quantity:

DC Array Size (kW):

Inverter Specification

Inverter Code:

Manufacturer:

Model No.:

Inverter Quantity:

Inverter Rating (kW-AC)

Inverter CEC Efficiency Rating:

AV voltage (V):

AC Wire Type:

DC/AC Ratio:

Production

Year 1 expected production (kWh):

Expected Yield (kWh / kW DC):

Guaranteed Year 1 production (kWh), if offered:

Estimated Year 1 utility bill offset (\$):

APPENDIX A

Community Action Partnership of Kern 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 #: _____

CAPK 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 _____ CAPK _____ Sole Proprietorship _____ Individual _____

Please Check One Classification:

Non-Profit _____ Faith Based Agency _____ Local Gov't _____ Fed. Gov't _____ For Profit _____

Housing Collaboration _____ School District _____ Post Secondary Education Institution _____

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.																																																																						
Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.																																																																							
	2 Business name/disregarded entity name, if different from above																																																																							
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: ☐ Individual/sole proprietor or single-member LLC ☐ 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) ▶ _____ ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate																																																																							
	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)																																																																								
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 <i>How to get a TIN</i> 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.																																																																								
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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.																																																																								
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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. <i>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.</i> 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 <i>What is FATCA reporting?</i> on page 2 for further information.																																																																								

Cat. No. 10231X

Form **W-9** (Rev. 12-2014)

APPENDIX C
Community Action Partnership of Kern
Additional Terms and Conditions

1. **TAXES.** The Contractor 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 Contractor 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 Contractor 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 Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials. The Contractor 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 Contractor to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation which are mutually agreed upon by and between CAPK and the Contractor, shall be effective when incorporated in written amendments to the Contract. Amendments shall be valid only after approval by Contractor and CAPK's Executive Director.
5. **CLAIMS.** All claims for money due or to become due to the Contractor 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 Contractor 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 Contractor 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/LSA 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 and Labor Surplus Area firms.
11. **CONFIDENTIALITY.** The Contractor shall use his or her best efforts to keep confidential any information obtained during the performance of the Contract.
12. **RESPONSIBILITY.** If Contractor 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.
13. **PROTEST BY CONTRACTOR:** If the Contractor wishes to file a protest against CAPK for any action, the Contractor 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.
14. **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 Contractor in connection with any decision affecting a CAPK purchase or Contract for Goods or Services. Thus, if such a case were to occur, the Contractor may file a protest with CAPK as specified in the section titled "Protest by Contractor."

15. **HUD 4010:** The provisions of form HUD 4010, "Federal Labor Standards Provisions," as well as the applicable Federal wage decision for the Project are by these references incorporated in the Contract.
16. **DEBARMENT AND SUSPENSION CERTIFICATION:** Contractor, under penalty of perjury, certified that, except as noted below, he/she or any person associated therewith in the capacity of owner, partner, director, officer, manager:
 - a. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
 - b. Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three (3) years;
 - c. Does not have a proposed debarment pending; and
 - d. Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

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

Exceptions will not necessarily result in denial of award, but will be considered in determining Contractor 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."

Contractor 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 Contractor 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:** Contractor shall procure, furnish and maintain for the duration of the Contract the following types and limits of insurance herein:
 - a. Automobile Liability Insurance, providing coverage on an occurrence basis for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than One Million Dollars (\$1,000,000) per occurrence; and the policy shall:
 - b. Provide coverage for owned, non-owned and hired autos.
 - c. Contain an additional insured endorsement in favor of Community Action Partnership of Kern, its board, officers, agents, employees and volunteers.
 - d. Broad Form Commercial General Liability Insurance, ISO form CG00 01 11 85 or 88 providing coverage on an occurrence basis for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than One Million Dollars (\$1,000,000) per

- occurrence; and the policy shall:
- e. Provide Contractual Liability coverage for the terms of the Contract.
 - f. Contain an additional insured endorsement in favor 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 Contractor 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 Contractor'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.

Contractor 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.

19. **DAVIS BACON:** The Davis-Bacon Act, as detailed in the Code of Federal Regulations (CFR) 29. Part 5 of the CFR 29, applies to any construction, renovation or repair work that exceeds \$2,000.00.
 - a. The Department of Industrial Relations (DIR) determines the General Prevailing Wage Rates (GPWR), including fringe benefits, for each craft, classification, or type of worker considered to be necessary to complete the contract work.
 - b. The Secretary of Labor (SOL) determines the Davis- Bacon Wage Rates for Federal-Aid projects and in most cases the wage rates set forth by the DIR and SOL will be the same for most given labor classifications.
 - c. If there is a difference, the bidder shall pay not less than the higher wage rate.
 - d. Concerning Classification of Labor and Davis-Bacon Wage Rate Determinations:
Bidder must obtain Davis-Bacon Wage rate determinations from the following sites:
<http://www.wdol.gov/> (Federal); <http://www.dir.ca.gov/OPRL/PWD/index.htm> (State).
 - e. Contractor must use the classification that most accurately describes the work to be performed. Bidder must reclassify workers to conform to changes in duties, if any. **Contractor must maintain an accurate payroll record of the time spent in each classification and submit certified payroll weekly.**
20. **BONDS:** Contractor shall furnish the following bonds prior to commencement of work under the Contract from a surety that meets all of the State of California bonding requirements, as defined in the Code of Civil Procedure Section 995.120:
 - b. A bid bond on the part of the Contractor for one hundred percent (100%) of the bid price, executed to secure fulfillment of all the Contractor's obligations under the proposal.
 - c. A performance bond on the part of the Contractor for one hundred percent (100%) of the Contract price, executed to secure fulfillment of all the Contractor's obligations under the Contract.

- d. A payment bond on the part of the Contractor for one hundred percent (100%) of the Contract price to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the Contract.

Signature

Date

Print Name

Company Name

APPENDIX D

Federal Contract Requirements, Regulations and Compliance

INTRODUCTION

This project is being funded (at least in part) by the City of Bakersfield's Economic Development Section of the Community Development Department (EDCD). EDCD is funded by and administers annual Community Development Block Grant (CDBG) funds received from the United States Department of Housing and Urban Development (HUD). Before the City can receive any of its annual CDBG funds, it must first certify that all funds received will be expended only for program eligible activities and that all expenditures will be made in compliance with specific federal regulations identified by HUD.

The City must insure that contractors and subcontractors expend CDBG funds in compliance with federal laws and the certifications made to HUD. Thus, a major administrative responsibility of EDCD is to inform contractors and subcontractors of applicable program requirements, laws, and regulations and advise on methods of compliance.

This section is incorporated into City funded CDBG contracts as an aid to achieve compliance and to protect contractors from having to refund any CDBG funds that are found to have been expended improperly. HOWEVER, PLEASE BE AWARE THAT IT IS THE CONTRACTOR'S RESPONSIBILITY TO INSURE THAT ALL APPLICABLE PROGRAM REQUIREMENTS, LAWS, AND REGULATIONS ARE COMPLIED WITH ON THIS PROJECT.

NON-COLLUSION AFFIDAVIT TO BE EXECUTED BY CONTRACTOR

STATE OF CALIFORNIA }
COUNTY OF KERN } SS

_____, being first duly sworn, deposes and says that he or she is _____
_____(Title) of _____(company) the party making the foregoing proposal
that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership,
company, association, organization, or corporation; that the proposal is genuine and not collusive or sham;
that the proposal has not directly or indirectly induced or solicited any other proposal to put in a false or
sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any proposal
or anyone else to put in a sham proposal, or that anyone shall refrain from proposing; that the proposal has
not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone
to fix the proposal price of the proposer or any other proposal, or to fix any overhead, profit, or cost element
of the proposal price, or of that of any other proposal, 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
proposal are true; and, further, that the proposal has not, directly or indirectly, submitted his or her proposal
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, proposal
depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

Signature of Proposer

Business Address

Place of Residence

TO BE SUBMITTED WITH BID

NON-CONFLICT OF INTEREST CERTIFICATION

(1) City of Bakersfield's Community Development Block Grant Agreement with the U.S. Department of Housing and Urban Development prohibits any member, officer, or employee of the City or their designees or agents, and any members of the governing body of the locality in which this project is situated, and any other public official of such locality or localities who exercises any functions or responsibilities with respect to the City's Community Development Program or this project during his tenure or for one year thereafter, from having any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, in work to be performed in connection with projects assisted with Community Development funds.

(2) Contractor stipulates that no public official, as described in the preceding paragraph, has any interest, direct or indirect, in this contract or any subcontract, or the proceeds thereof, in work to be performed in connection with this project.

(3) Contractor agrees to include or cause to be included the regulations in Paragraphs (1) and (2) of this section in every subcontract in connection with this project.

Community Development Project Name _____

Contractor/Vendor*

Date

Signature

Address

Title

- PLEASE SUBMIT WITH BID -

**EQUAL EMPLOYMENT OPPORTUNITY
COMPLIANCE CERTIFICATION**

I hereby certify that I will comply with all the provisions of the Equal Opportunity Clause of Executive Order 11246 as amended by Executive Order 11375. Contractor agrees that no person, on the grounds of race, color, religion, national origin, sex or age will be subjected to discrimination under this contract.

Signed _____ Contractor
Dated _____

- PLEASE SUBMIT WITH BID -

DAVIS-BACON ACT COMPLIANCE CERTIFICATION

I hereby certify that I will conform to the Davis-Bacon Act regarding wages, benefits, on-site audits with 48 hours notice, payroll records, and submittal of weekly payrolls to the City of Bakersfield and apprentice and trainee employment requirements. I understand and agree that any wage underpayments will require the payment of back wages due to affected employee(s).

Listed below are the labor classifications and related wage rates proposed by the prime and subcontractors for this project:

WAGE RATE				
Classification	Group Number (if any)	Basic Hourly Rate	Fringe Benefit Rate	Total Rate
(Attach additional sheets, if necessary)				

I agree to supply the City of Bakersfield with updates to this listing before I allow any additional labor classifications to be used on this project.

Contractor/Subcontractor

By:

Title:

CD Project Name:

Date:

- PLEASE SUBMIT WITH BID -

**TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29
DEBARMENT AND SUSPENSION CERTIFICATION**

The Bidder, under penalty of perjury, certifies that, except as noted below, he/she or any person associated therewith in the capacity of owner, partner, director, officer, manager:

- (a) Are not presently excluded or disqualified;
- (b) Have not been convicted within the preceding three (3) years of any of the offenses listed in Sec. 29.800(a)* or had a civil judgment rendered against you for one of those offenses within that time period;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or Local) with the commission of any of the offenses listed in Sec. 29.800(a) *; or
- (d) Have not had one or more public transactions (Federal, State or Local) terminated within the preceding three (3) years for cause or default.

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 bidder responsibility. For any exception noted above, indicate below to who it applies, initiating agency, and dates of action.

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

The above Certification is part of the Proposal, Signing this Proposal on the signature portion there of shall also constitute signature of this Certification.

Signature of Contractor

- PLEASE SUBMIT WITH BID -

* See attached page.

Sec. 29.800 What are the causes for debarment?

We may debar a person for—

(A) Conviction of or civil judgment for—

- (1) Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction;
- (2) Violation of Federal or State antitrust statutes, including those proscribing price fixing between competitors, allocation of customers between competitors, and bid rigging;
- (3) Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; or
- (4) Commission of any other offense indicating a lack of business integrity or business honesty that seriously and directly affects your present responsibility;

- PLEASE SUBMIT WITH BID -

CITY OF BAKERSFIELD
ECONOMIC & COMMUNITY DEVELOPMENT DEPARTMENT
MINORITY AND FEMALE BUSINESS ENTERPRISE
CERTIFICATION FORM

1. _____
Name of Firm

2. _____
Business Address City State Zip

3. _____
Name of Person to Contact (list one only) Telephone Number

4. Type of Ownership *Check Only One*

☐ Sole Ownership	☐ Partnership		☐ Female
☐ Joint Venture	☐ Other		☐ Minority Owned
☐ Corporation			Ownership must be 51% or more.

5. Contractor's License No./Engineer or Architect License No. and Tax Identification

A. License Class _____ No. _____ Expiration Date _____

Name of License Qualifying Individual _____

B. License Class _____ No. _____ Expiration Date _____

Name of License Qualifying Individual _____

C. Employer Identification (IRS Tax ID) _____

6. Nature of Firm's Business: _____

_____ Years in Business: _____

- PLEASE SUBMIT WITH BID -

7. Identify all individuals who own 5% or more of this firm. (With firms less than 100% minority owned, list the contributions of money, equipment, real estate or expertise of each owners.)

Name	Sex	Years Owned	% Owned	% Voting
Ethnicity: (select <i>only one</i>)				
☐ Hispanic or Latino	☐	☐	☐	☐
☐ Not Hispanic or Latino				
Race: (select <i>one or more</i>)				
☐ American Indian or Alaska Native				
☐ Asian				
☐ Black or African American				
☐ Native Hawaiian or Pacific Islander				
☐ White				

Name	Sex	Years Owned	% Owned	% Voting
Ethnicity: (select <i>only one</i>)				
☐ Hispanic or Latino	☐	☐	☐	☐
☐ Not Hispanic or Latino				
Race: (select <i>one or more</i>)				
☐ American Indian or Alaska Native				
☐ Asian				
☐ Black or African American				
☐ Native Hawaiian or Pacific Islander				
☐ White				

Name	Sex	Years Owned	% Owned	% Voting
Ethnicity: (select <i>only one</i>)				
☐ Hispanic or Latino	☐	☐	☐	☐
☐ Not Hispanic or Latino				
Race: (select <i>one or more</i>)				
☐ American Indian or Alaska Native				
☐ Asian				
☐ Black or African American				
☐ Native Hawaiian or Pacific Islander				
☐ White				

For Additional Owners: Please Add Sheets as Necessary

8. Are you authorized to do business in the State as well as locally, including all necessary business licenses?

{ } Yes { } No

9. Is your firm registered as a small business with:

California Office of Small Business? { } Yes { } No
Federal Office of Small business? { } Yes { } No

10. Indicate if this firm or other firms with any of the same officers have previously received or been denied certification or participation as an MBE or WBE and describe the circumstances. Indicate the name of the certifying authority and the date of such certification or denial.

VERIFICATION

"The undersigned swears that the foregoing statements are true and correct and include all material information necessary to identify and explain the operations of _____ (name and firm) as well as the ownership thereof. Further, the undersigned agrees to provide through the prime contractor or, if no prime, directly to the City of Bakersfield, Economic & Community Development Department current, complete and accurate information regarding actual work performed on the project, the payment thereof and any proposed changes, if any, of the foregoing arrangements and to permit the audit and examination of books, records, and files of the named firm. Any material misrepresentation will be grounds for terminating any contract which may be awarded and for initiating action under federal or state laws concerning false statements."

NOTE: If, after filing this schedule, and before the work on any contract covered by this regulation, there is any significant change in the information submitted, you must inform the City of the change, either through the prime contractor or to the City directly.

Signature _____

Title _____

Printed Name _____

Date Signed _____

PROHIBITED USE OF FEDERAL FUNDS FOR LOBBYING

Contractor certifies, to the best of his knowledge and belief, that no Federally appropriated funds have been paid or will be paid, by or on behalf of the Contractor, 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 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.

If any funds other than Federally 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 Contractor shall complete and submit, in accordance with instructions, Standard Form-LLL, "Disclosure Form to Report Lobbying", attached hereto as Exhibit "L" and incorporated herein by this reference as if set forth in full.

The Contractor shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

- PLEASE SUBMIT WITH BID -

Approved by OMB
0348-0046

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

1. Type of Federal Action: ☐ a. contract ☐ b. grant ☐ c. cooperative agreement ☐ d. loan ☐ e. loan guarantee ☐ f. loan insurance	2. Status of Federal Action: ☐ a. bid/offer/application ☐ b. initial award ☐ c. post -award	3. Report Type: ☐ a. initial filing ☐ b. material change For Material Change Only: Year _____ quarter _____ Date of last report _____
4. Name and Address of Reporting Entity: ☐ Prime ☐ Subawardee Tier _____, if known: Congressional District, if known: 4c		5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, if known:
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$ _____	
10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i>	b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		
Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____		Authorized for Local Reproduction Standard Form LLL (Rev.7-97)
Federal Use Only:		

- PLEASE SUBMIT WITH BID -

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity, Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub award recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Sub awards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For examples, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g. Request for Proposal (RFP) number invitation for Bid (IFB) number; grant announcement number, the contract, grant, or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form; print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

Approved by OMB
0348-0046

**DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET**

Reporting Entity: _____ Page _____ of _____

Authorized for Local Reproduction
Standard Form – LLL-A

- PLEASE SUBMIT WITH BID -

**PERFORMANCE ON PREVIOUS EQUAL EMPLOYMENT OPPORTUNITY
SUBJECT CONTRACTS/SUBCONTRACTS CERTIFICATION**

The bidder/proposed subcontractor, hereby certifies that they **have/have not (select one)** participated in a previous contract or subcontract subject to the equal opportunity clause, as required by Executive Order 10925, 11114, or 11246, and that they **have/have not (select one)** filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Contractor/Subcontractor

Date

Signature

Title

Project Name and Number:

NOTE: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor [41 CFR 60-1.7(b)(1)], and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 6-1.5. Generally only contracts or subcontracts of \$10,000 or under are exempt.

Currently Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b)(1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

- PLEASE SUBMIT WITH BID -

NONSEGREGATED FACILITIES CERTIFICATION

The federally-assisted construction contractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally-assisted construction contractor certifies further that he will not maintain or provide for his employees and segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The federally-assisted construction contractor agrees that a breach of this certification is a violation of the equal opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting room, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit direction or are in fact segregated on the basis of race, color, religion, sex or national origin because of habit, local custom, or any other reason. The federally-assisted construction contractor agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the equal opportunity clause, and that he will retain such certifications in his files.

Contractor/Subcontractor

Date

Signature

Title

- PLEASE SUBMIT WITH BID -

APPENDIX E

WITHHELD CONTRACT FUNDS CERTIFICATION

Public Contract Code Section 22300 requires the inclusion in invitations for public agency bids and in Public agency contracts a provision which will, at the expense of the contractor, permit the substitution of securities of equal value for any construction progress monies withheld to ensure performance under a contract. Therefore, as a contractor on Project No. _____, _____.

- ☐ I do not intend to substitute securities for monies withheld and thereby avail myself of the process and rights provided in Public Contract Code Section 22300.
- ☐ I do intend to exercise my option as specified in Public Contract Code Section 22300 and hereby agree to the following:
1. I will establish an escrow agreement satisfactory to the County, with a state or federally chartered bank, which shall contain at a minimum provisions governing inter alia:
 - a. The amount of securities to be deposited;
 - b. The type of securities to be deposited, (eligible securities for deposit are described in Government Code Section 16430);
 - c. The providing of powers of attorney or other documents necessary for the transfer of the securities deposited;
 - d. The terms and conditions of conversion to cash to provide funds to meet defaults by the Contractor including, but not limited to termination of the Contractor's control over the work, stop notices filed pursuant to law, assessment of liquidated damages or other amounts to be kept or retained under the provisions of the contract;
 - e. The decrease in value of securities on deposit; and
 - f. The termination of the escrow agreement upon completion of the contract and acceptance by the County.
 2. I will obtain written consent of the surety to any such agreement; and
 3. I will attach to each progress payment submitted a notarized copy of escrow instructions executed by agents thereof and on bank letterhead as proof that such an account has been established. Such instructions will set forth that securities deposited shall not be withdrawn for any purpose (with contractors complete and unreserved agreement) without prior written approval by the County of Kern with respect to the project hereinabove referenced.

Contractor

By (Signature)

Title

Business Address

Place of Residence

- PLEASE SUBMIT WITH BID-