REQUEST FOR PROPOSALS (RFP)
FOR
Design Build - Central Kitchen Tenant Improvements
1825 Feliz Drive
Bakersfield, CA 93307

Request for Proposal Number: OPS 2023-002
July 14, 2023

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

Proposals Due by 2:00 p.m., August 15, 2023
I. PURPOSE
Community Action Partnership of Kern (CAPK) is soliciting proposals to provide Design Build Services.

A. Project Description: This project includes but not limited to demolition, carpentry, plumbing, electrical, mechanical, and finishes to convert a 12,000 square foot metal building currently used for Maintenance and Operations into a Central Kitchen.

The current Kitchen is located at 3101 Mall View Road which was a former Olive Garden Restaurant that was converted to meet the needs of providing meal services for our Head Start program. The cooking operations are limited to the original footprint of the kitchen which is not ideally laid out for an institutional kitchen. The building is in major disrepair and is currently for sale to assist with the build-out of a new kitchen.

The Proposed location is a 12,000-square-foot metal building constructed in 2008 for maintenance and warehouse operations. Please see the supplied floor plan of the existing building. CAPK would like to transform the identified space within the building to provide a fully functional and efficient space to prepare the approximate 85,000 monthly meals for our Head Start classrooms. In addition to office space, break room, and storage for the 10 staff that operate the kitchen. A conceptual design is attached with input from Kitchen staff of a proposed layout with a somewhat linear design from inbound product to, preparation, cooking, portioning, and outbound using temperature-controlled packaging. The kitchen also stores various supplies used by the Head Start centers, such as toilet paper, paper towels, cleaners and other consumable items.

The design-build contractor will be responsible for developing a design team to include a kitchen designer to lay out the proposed flow with CAPK staff. Although much of the existing equipment will be transferred over to the new kitchen, such as steam kettles, refrigeration, ovens, and other equipment, CAPK would like the recommendation from the kitchen designer on any new equipment which will enhance the efficiency of the operations.

Throughout the design process, the Design-Build Contractor will be responsible for providing budget numbers that will allow CAPK to make decisions on design criteria that influence the overall project budget.

The design-build contractor will be responsible for all design components of the project to include but not limited to any upgrades due to title 24, the sizing and design of grease trap, relocation and placement of kitchen equipment, identifying finishes, evaluation of sanitary sewer, evaluation of water and power, mechanical systems, fire sprinklers, and ADA Accessibility. The project is funded by the Federal Government through the Administration for Children and Families (ACF) and Davis Bacon applies. ACF must approve of the project prior to construction which will require an application from CAPK containing the complete cost of the project, design, and an appraisal of the market value at the time of completion. Upon selecting a Design Build Contractor CAPK has the authority to proceed with Phase I – Design until approval is received from ACF to continue with construction. ACF review and approval typically take between 60 and 90 days.
• **Contract Form:** Design-Build contract between CAPK and Design Build Contractor.
  o Contract will contain two phases:
    ▪ Phase I: a design phase that includes complete construction documents.
    ▪ Phase II: Construction

B. **Proposal Submission Information**

1. **Closing Date:** Proposals must be submitted no later than **2:00 p.m. August 15, 2023**

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

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

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

   Community Action Partnership of Kern (CAPK)
   RFP OPS 2023 -002
   ATTN: Business Services
   5005 Business Park North
   Bakersfield, CA 93309
   Or via email to: procurement@capk.org

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

<table>
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<tr>
<th>Date(s)</th>
<th>Event</th>
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</thead>
<tbody>
<tr>
<td>1 July 14, 2023</td>
<td>RFP Released to public</td>
</tr>
<tr>
<td>2 July 25, 2023</td>
<td>Job Walk at 9:00 am</td>
</tr>
<tr>
<td>3 July 27, 2023</td>
<td>Due date for Vendor Questions -Please email to <a href="mailto:Procurement@capk.org">Procurement@capk.org</a></td>
</tr>
<tr>
<td>4 August 1, 2023</td>
<td>Responses to Vendor questions emailed to Vendors</td>
</tr>
<tr>
<td>5 August 15, 2023, by 2:00pm</td>
<td>DUE DATE FOR PROPOSALS FROM VENDORS</td>
</tr>
<tr>
<td>6 August 16 – 30, 2023</td>
<td>Analysis of proposals and interviews if required</td>
</tr>
<tr>
<td>7 September 2, 2023</td>
<td>Execution of contracted services</td>
</tr>
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</table>

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

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

F. **Notification of Award:** CAPK anticipates but does not guarantee that the Contract will be awarded by September 1, 2023.

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

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

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

II. **PROPOSAL CONTENT REQUIREMENTS**

Proposals must include the following:

A. **Cover Letter:** A one-page cover letter with the name and contact information of the proposed Vendor, including a brief history of the firm, number of years in business, structure of the organization.

B. **Provide qualifications of staff that will manage the project.**

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

D. **Detailed plan of action for all phases of the services requested.** Provide a schedule for pre-construction and construction activities.
E. Provide a copy of contractor’s license.

F. List design consultants.

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

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

I. Conflict of Interest: Provide a statement of any potential conflicts Vendor and/or key staff may have regarding providing these services to CAPK. The statement should not only include actual conflicts, but also any working relationships that may be perceived by disinterested parties as a conflict. If no potential conflicts of interest are identified, so state in your proposal.

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

J. Vendor Information Sheet: Appendix A.

K. W-9: Appendix B.

L. Additional Terms and Conditions: Appendix C.

III. VENDOR REQUIREMENTS

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

IV. PROPOSAL SUBMITTAL PROCESS

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

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

V. SELECTION PROCESS AND CRITERIA

This is a NEGOTIATED procurement and as such, award will not necessarily be made to the Vendor submitting the lowest priced proposal. Award will be made to the Vendor submitting the best responsive proposal satisfying CAPK’s requirements, as determined by CAPK, including consideration of price and other indicated factors.
Nonresponsive Proposals

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

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

Proposal Evaluation

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

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

The evaluation and selection of the successful Vendor shall be based upon the technical proposal and the factors listed below in the Evaluation Criteria Matrix with corresponding point evaluation. The total points available are 150.

1. Technical Proposal
Offerors should focus their discussions in the Technical Proposal on their approach to the Project and are encouraged to include and reference insights gained from the review of the Owner's Program and/or Offeror's prior completed similar projects.

2. Overall Management Approach
Describe the Offeror's overall management approach to the Project. In responding to this evaluation factor, Offerors should address the following:

   a. What strategies will the Proposed Design-Build Team employ to achieve a thorough and clear understanding of the Owner's goals and objectives?
   b. Based on the information provided in the RFQ, what is the Proposed Design-Build Team's current understanding of the goals and objectives of this Project?
   c. Identify the key challenges to the Project, and for each challenge identified, propose a strategy to mitigate the potential negative impacts of the challenge.
      i. Identify any unique approaches, strengths, and/or different resources (including specific Key Team Members) that will assist the Proposed Design-Build Team to implement the strategy and assist the Owner in achieving its goals.

3. Subcontractor Procurement Approach
The Owner recognizes the importance of the entire design-build team, including specialty design-build subcontractors.

   a. For core the subcontractors/consultants that are applicable please provide qualifications for each firm. The following are considered core subcontractors/consultants:
      i. Mechanical
      ii. Electrical
      iii. Plumbing
iv. Structural/Framing
v. Fire Life Safety
vi. Architect
vii. Civil Engineer
viii. Structural Engineer
ix. Kitchen designer

b. For those subcontractors and sub-consultants not proposed as part of the Design-Build Team:
   i. Describe the Design-Build Team's overall approach to subcontractor and consultant procurement for the Project.
   ii. Compliance with Public Contract Code (PCC) 22166 in the selection of subcontractors is required.

c. Identify potential challenges in the selection of subcontractors and sub-consultants for the Project and how the Design-Build Team will address those challenges.

d. If applicable, describe in detail the Design-Build Team's approach to early subcontractor involvement, including proposed design-build and design-assist subcontractors, and identify which scopes of Work are candidates for design-build or design-assist subcontracts.

4. Quality Assurance/Quality Control ("QA/QC"). Provide the following information regarding the Proposed Design-Build Team's approach on QA/QC. Include the following information:
   a. The overall approach to both design and construction QA/QC.
   b. The Proposed Design-Build Team's processes and tools to facilitate QA/QC; and
   c. The reporting and functional relationship(s) between the Quality Management personnel and the Proposed Design Build Team as a whole.

5. Describe the Design-Build Team's commitment to safety and what innovations the Team will bring to the Project to enhance safety.

6. The information provided in response to this Section (Overall Management Approach) of the RFP will be scored based on the following:
   a. The Proposed Design-Build Team's understanding of the delivery method.
   b. The degree to which the Proposed Design-Build Team understands the Owner's goals and objectives with respect to the Project; and
   c. The strength of the Proposed Design-Build Team's management plan for the Project, including not only the specific topics and specialized components outlined in the RFP but also any other component or element that the Proposed Design-Build Team deems essential to the success of the Project.

7. Project Controls, Cost Tracking
   Describe the Design-Builder's processes and tools for monitoring, reporting, and managing cost, including but not limited to:
   a. Scope, cost, and schedule baseline development and management/change control processes and the participation and interaction among the scheduling and estimating teams, Project, design, construction, and operations management teams to execute these processes.
   b. Risk management processes and how quantified risk cost and schedule values are factored into the cost and schedule baseline, projected cost and schedule performance, and cash flow reporting.
   c. Cash flow reporting processes and basis for monthly cash flow estimated values.
   d. Document control system integration with work breakdown structure and responsibility assignment matrix or organizational structure.
   e. Describe the primary challenges with respect to project controls and how those challenges will be met.
f. The information provided in response to this Section (Project Controls, Cost Tracking) of the RFP will be evaluated based on the following considerations:
   i. The Proposed Design-Build Team's plan to collaborate in the development and communication of budget, costs, and schedule to the Owner; and
   ii. What resources the Proposed Design-Build Team will provide for the Project.

8. **Collaboration and Integration**

One of the primary goals for the Project is to create a highly functioning, collaborative, and integrated team as early as possible and to incorporate the Owner’s staff and consultants as part of that team.

   i. Explain the Design-Build Team’s approach to creating a collaborative environment for the Project.
   ii. Describe how the Design-Build Team will engage the Project Stakeholders and incorporate their input into the Project.
   iii. Provide the Design-Builder’s approach to conflict resolution between the Owner and the Design-Build Team and among members of the Design-Build Team.

b. The information provided in response to this Section (Collaboration and Integration) of the RFP will be evaluated based on the following considerations:

   i. The strength and viability of the Design-Build Team’s plan to communicate and collaborate with the Owner, including not only the specific topics on which the Owner has requested discussion but any other topics that the Proposed Design-Build Team deems essential to the success of the Project; and
   ii. What the Design-Build Team will bring to the Project and how those different resources will enhance the Project.

9. **Design Development and Management**

The Design-Builder is responsible for the 100% complete project construction documents ("CD") and specifications during the design phase prior to the start of any construction. Design-Builder’s completed CD package shall be in compliance with the Contract Documents. Design-Builder shall develop any required shop drawings and submittals for those elements for the Owner approval. The inclusion of these items does not deviate the contract from being a Design-Build contract.

   a. Describe the Design-Build Team's overall approach to Design Excellence, design commitment, design development, and management for the Project. Include a description of the design management process and the communications between the Owner and the Design-Builder during this process.
   b. Identify the challenges in developing the design for the Project and how the Design-Build Team will address and mitigate those challenges.
   c. Provide details regarding the tools used in the design process, including Building Information Modeling, and how those tools will assist the Design-Builder in achieving those goals.
   d. Describe the Proposed Design-Build Team's approach to value engineering for the Project.
   e. Describe the Proposed Design-Build Team's approach to defining and obtaining design commitment.
   f. Describe the Proposed Design-Build Team's process for managing quality assurance and quality control during the design process and identify the Key Team Members who will be tasked with the review and coordination of all phases of design documents.
   g. Describe the Proposed Design-Build Team's approach for managing the permitting process.
   h. The information provided in response to this Section (Design Development and Management) of the RFP will be evaluated based on the following considerations:
i. The strength and viability of the Proposed Design-Build Team's design management plan, including not only the specific topics on which the Owner has requested discussion but any other topics that the Proposed Design-Build Team deems essential to the success of the Project;

ii. The quality of the Proposed Design-Build Team's approach to design excellence for the Project and the ideas and innovations proposed to achieve design excellence; and

iii. What the Proposed Design-Build Team will bring to the Project and how the different resources will enhance the Project.

10. Project Sequencing and Scheduling

The construction schedule should meet the Owner’s estimated completion date, promote efficiency, and have the least amount of impact on the Owner operations and the Project stakeholders. The Owner intends to fully reoccupy the building as of August 31st, 2024. The Design-Builder is requested to accommodate this in its work plan and schedule.

a. Describe the Proposed Design-Build Team's overall approach to scheduling and construction sequencing for the Project. In addition to the overall approach, include a description as to how the Design-Build Team will address regulatory and stakeholder approvals for the permitting process.

b. Identify the challenges in scheduling the construction for the Project and how the Design-Build Team will address those challenges.

c. Provide details regarding the tools used in developing optimal sequencing and coordination of the Work and how those tools will assist the Design-Builder in achieving those goals, including but not limited to:
   i. Building Information Modeling; and
   ii. Administration of the consultants, subconsultants, and subcontractors.

d. The information provided in response to this Section (Project Sequencing and Scheduling) of the RFP will be evaluated based on the following considerations:
   i. The strength and viability of the Design-Build Team’s project sequencing and scheduling plan, including not only the specific topics on which the Owner has requested discussion but any other topics that the Design-Build Team deems essential to the success of the Project; and
   ii. What the Design-Build Team will bring to the Project and how the different resources will enhance the Project.

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<tr>
<th>Evaluation Criteria Matrix</th>
<th>Max Points</th>
<th>Score</th>
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<tr>
<td>2 Overall Management Approach</td>
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<td>c. Based on the information provided in the RFQ and RFP, what is the Proposed Design-Build Team's current understanding of the goals and objectives of this Project?</td>
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<td>d. Identify the key challenges to the Project, and for each challenge identified, • Propose a strategy to mitigate the potential negative impacts of the challenge.</td>
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</table>
- Identify any unique approaches, strengths, and/or different resources (including specific Key Team Members) that will assist the Proposed Design-Build Team to implement the strategy and assist the Owner in achieving its goals.

3 **Subcontractor Procurement Approach.** Describe the Team's overall approach to subcontractor and consultant procurement for the Project. The Owner recognizes the importance of the entire design-build team, including specialty design-Design-Build Services RFP build subcontractors. For those subcontractors and subconsultants not included in the proposal as part of the Design-Build Team:

   a. Qualifications of subcontractors/consultants

   b. Describe the Design-Build Team's overall approach to subcontractor and consultant procurement for the Project. Attention is directed to Section 2.7.3 of the General Conditions, which requires compliance with Public Contract Code (PCC) 22166 in the selection of subcontractors.

   c. Identify potential challenges in the selection of subcontractors and subconsultants for the Project and how the Design-Build Team will address those challenges.

   d. If applicable, describe in detail the Design-Build Team's approach to early subcontractor involvement, including proposed design-build and design-assist subcontractors, and identify which scopes of Work are candidates for design-build or design-assist subcontracts.

4 **Quality Assurance/Quality Control ("QA/QC").** Provide the following information regarding the Proposed Design-Build Team's approach on QA/QC. Include the following information:

   a. The overall approach to both design and construction QA/QC;

   b. The Proposed Design-Build Team's processes and tools to facilitate QA/QC; and

   c. The reporting and functional relationship(s) between the Quality Management personnel and the Proposed Design-Build Team as a whole.

5 **Describe the Design-Build Team's commitment to safety and what innovations the Team will bring to the Project to enhance safety.**

6 The information provided in response to this Section (Overall Management Approach) of the RFO will be scored based on the following.

   a. The Proposed Design-Build Team's understanding of the delivery method;

   b. The degree to which the Proposed Design-Build Team understands the Owner's goals and objectives with respect to the Project; and Design-Build Services RFP

   c. The strength of the Proposed Design-Build Team's management plan for the Project, including any other component or element that the Proposed Design-Build Team deems essential to the success of the Project.

7 **Project Controls, Cost Tracking**
Describe the Design-Builders processes and tools for monitoring, reporting and managing costs.

- a. The Proposed Design-Build Team’s plan to collaborate in the development and communication of costs, and schedule to the Owner; and
- b. What the Proposed Design-Build Team will provide for the Project.

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<th>8</th>
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**Price Proposal**

| Preconstruction Design Fees | 10 |
| General Conditions | 10 |

C. CAPK may, at its discretion, request presentations by or meetings with any or all Vendors to clarify the Vendors’ proposals.
However, CAPK reserves the right to make an award without further discussion of the proposals submitted. Therefore, proposals should be submitted initially on the most favorable terms, from both technical and price standpoints, which the Vendor can propose.

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

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

VI. CONDITIONS TO AWARD
   A. CAPK reserves the right to delay the selection process, withdraw and reissue the RFP, or cancel this procurement.
   B. This solicitation does not commit CAPK to pay any costs in the preparation or presentation of a submittal.

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

VIII. PROHIBITED ACTIVITY

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

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ATTACHMENT A
BID SHEET

Offerors will be required to submit their Proposals with the following fee components:

a. Design Fee $______________
b. Appraisal $______________
c. Total Preconstruction $______________
d. General Conditions $______________
APPENDIX A

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

VENDOR INFORMATION SHEET

Date: ___________________________ Prepared By: ___________________________

Official Business Name: ___________________________

DBA: ___________________________

Location Address: ___________________________

     Street ___________________________

     City ___________________________

     State ___________________________

     Zip ___________________________

Remit Address: ___________________________

     Street ___________________________

     City ___________________________

     State ___________________________

     Zip ___________________________

Contact Person: ___________________________

     Title: ___________________________

Phone #: ___________________________

     Accts. Receivable Phone #: ___________________________

Fax #: ___________________________

     Customer Service Phone #: ___________________________

CAPK Vendor #: ___________________________

     E-mail Address: ___________________________

Federal ID # or SS#: ___________________________

     Type of Business: ___________________________

Contractor Lic #: ___________________________

     Business Lic #: ___________________________

     City Issued: ___________________________

General Liability Insurance Carrier & Policy #: ___________________________

Auto Liability Insurance Carrier & Policy #: ___________________________

Workers Compensation Insurance Carrier & Policy #: ___________________________

FEDERAL TAX CLASSIFICATION:

☐ Individual/Sole Proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/Estate
☐ Limited Liability Co.  C = C Corp  S = S Corp  P = Partnership ☐ Other: ___________________________

BUSINESS ENTITY/CLASSIFICATION:

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

SBA CLASSIFICATION:

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

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

Years in Business: ___________________________

Accept Purchase Orders: ☐ Yes ☐ No

If your business has a Social Security number as Tax ID, we require the signature of the owner.

Authorized Signature: ___________________________

     Title: ___________________________

Print Name: ___________________________

     Date: ___________________________

REV. 012516
## APPENDIX B

### W-9 Request for Taxpayer Identification Number and Certification

**Give Form to the**

<table>
<thead>
<tr>
<th>Name of the requestor. Do not</th>
<th>IRS.</th>
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<td><strong>1. Name (as shown on your</strong></td>
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<td><strong>2. Business name/disregarded</strong></td>
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<td>entity name, if different</td>
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<td>from above</td>
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<td><strong>3. Check appropriate box</strong></td>
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<td>for federal tax classification;</td>
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<td>check only one of the following</td>
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<td>seven boxes:</td>
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<td>Individual/family proprietor</td>
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<td>or a Corporation</td>
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<td>or S Corporation</td>
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<td>or Partnership</td>
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<td>or Trust/estate</td>
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<tr>
<td>Single-member LLC</td>
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<td>Limited liability company</td>
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<td>or Other (see instructions)</td>
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<td>Note. For a single-member LLC</td>
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<td>that is disregarded, do not</td>
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<td>check LLC; check the appropriate</td>
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<td>box in the line above for</td>
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<td>the tax classification of the</td>
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<td>single-member owner.</td>
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<td><strong>4. Exemptions (codes</strong></td>
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<td>apply only to certain</td>
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<td>entities, not individuals;</td>
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<td>see Instructions on page 3:</td>
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<tr>
<td>Exempt payee code (if any)</td>
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<tr>
<td>Exemption from FATCA reporting</td>
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<tr>
<td>code (if any)</td>
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<tr>
<td>(Applies to accounts maintained outside the U.S.)</td>
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<td><strong>5. Address (number, street,</strong></td>
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<td>and apt. or suite no.)</td>
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<td><strong>6. City, state, and ZIP</strong></td>
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<td><strong>7. List account number(s)</strong></td>
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### Part I Taxpayer Identification Number (TIN)

**Social security number**

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<tbody>
<tr>
<td>or Employer <strong>Identification number</strong></td>
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**Part II Certification**

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and

2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest and dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and

3. I am a U.S. citizen or other U.S. person (defined below); and

4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification Instructions.** You must cross out Item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, Item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

**Sign**

<table>
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<tr>
<th>Name of <strong>person</strong></th>
<th>U.S. person</th>
<th>Date</th>
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</table>

### 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/w9.

**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)**

**Cal. No. 10231X**

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*Community Action Partnership of Kern RFP OPS-2023-002*
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 OR SUBCONTRACTING.** The Contractor may not assign or transfer the Agreement, or any interest therein or claim thereunder, or subcontract any portion of the work thereunder, without the prior written approval of CAPK. If CAPK consents to such assignment or transfer, the terms and conditions of the Agreement shall be binding upon any assignee or transferee. Any transfer shall be considered an addendum to the Agreement and must be included as such.

3. **TERMINATION FOR CONVENIENCE OF CAPK.** CAPK may terminate the Agreement at any time by giving written notice to the 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 Agreement 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 Agreement except as set forth in this section in the event of such termination.

4. **CHANGES.** CAPK may from time to time, require changes in the scope of the services of the 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 Vendor, shall be effective when incorporated in written amendments to the Agreement. Amendments shall be valid only after approval by Contractor and CAPK’s Chief Executive Officer.

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

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

7. **AFFIRMATIVE ACTION.** The 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 Agreement, including any claims for breach of the Agreement, shall be resolved by submitting the claim for arbitration to the American Arbitration Association in accordance with its rules and procedures applicable to commercial disputes. The location of any arbitration hearing shall be Bakersfield, California, and any enforcement of the arbitrator’s decision shall be brought in the Superior Court of the County of Kern, Bakersfield, California.

9. **EQUAL EMPLOYMENT OPPORTUNITY.** All hiring and other employment practices by the 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 POLICY STATEMENT.** It is the policy of Community Action Partnership of Kern to award contracts to minority and disadvantaged businesses and individuals, as defined by the State of California, and the U.S. Department of Commerce, when feasible.
Partnership of Kern, consistent with Federal, State and local laws, to promote and encourage the development, participation, and continued expansion of Small Business Enterprises, Minority Business Enterprises and Women’s Business Enterprises.

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

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

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

14. **PROTEST BY VENDOR:** If the 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.

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

16. **DEBATE 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 Vendor responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action. Note: Providing false information may result in criminal prosecution or administrative sanctions.

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

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

"(a) By being insured against liability to pay compensation in one or to more than one of the insurers duly authorized to write compensation insurance in this State."
"(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees."

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 Vendor will comply with those provisions before commencing the performance of the work of the Agreement.

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

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

   a. Automobile Liability Insurance, providing coverage on an occurrence basis for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than One Million Dollars ($1,000,000) per occurrence; and the policy shall:

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

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

   d. Broad Form Commercial General Liability Insurance, ISO form CG00 01 11 85 or 88 providing coverage on an occurrence basis for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than One Million Dollars ($1,000,000) per occurrence; and the policy shall:

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

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

   g. Workers’ compensation insurance with statutory limits and employer’s liability insurance with limits of not less than One Million Dollars ($1,000,000) per occurrence; and the policy shall contain a waiver of subrogation endorsement in favor of Community Action Partnership of Kern, its board, officers, agents, employees and volunteers.

All policies required of the 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 Agreement, or insurance rated below Best’s A: VII, must be declared prior to execution of the Agreement and approved by CAPK in writing.

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

The insurance required hereunder shall be maintained until all work required to be
performed by the Agreement is satisfactorily completed. Contractor shall furnish CAPK with a certificate of insurance and required endorsements evidencing the insurance required. CAPK may withdraw its offer of an Agreement or cancel the Agreement if certificates of insurance and endorsements required have not been provided prior to the execution of the Agreement.

___________________________________________
SIGNATURE DATE

_________________________________________________
PRINT NAME

_________________________________________________
COMPANY NAME