



COMMUNITY ACTION PARTNERSHIP OF KERN

5005 Business Park North, Bakersfield, CA 93309

Phone: 661.336.5236 | Fax: 661.864.1312

REQUEST FOR SEALED BID/QUOTE

DATE: April 19, 2016

TO: Prospective Vendors

RFQ: CAPK BS 2016-002 Vehicles

Community Action Partnership of Kern (CAPK) issues this Request for Sealed Bid/Quote (RFQ) to find a Vendor (hereinafter referred to as "Vendor") interested in providing the vehicles as described below.

ABBREVIATED SPECIFICATION: Vendor is to provide **THREE (3) NEW 2015, 2016 or 2017 4 DOOR SEDANS**, as more fully specified in Attachments A and B attached hereto and deliver said vehicles to the CAPK's offices at 5005 Business Park North, Bakersfield, CA 93309. Delivery **MUST** occur on or before **June 27, 2016**.

SPECIAL INSTRUCTIONS: Vendor should not bid/quote used, pre-owned, or refurbished goods. Bid/Quote is to include unit price, shipping/freight charges, California sales tax of 7.50%, and any and all other applicable charges. **Bid/Quote must be valid for at least 60 days from the date of the quote.** Vendor is required to submit Attachments A, B and C, bid sheets, cut-sheets, and technical specifications for each of the vehicles on which they are quoting, as well as Appendices A, B and C. **A lease versus purchase analysis must be completed; therefore, a Purchase form and a Lease form must be submitted for each vehicle.**

DELIVERY LOCATION: Community Action Partnership of Kern, 5005 Business Park North, Bakersfield, CA 93309

CONTACT INFORMATION: Margaret L. Palmer | (661) 336-5236 ext. 1120 | mpalmer@capk.org

SUBMISSION OF QUOTE: Sealed Bids/Quotes must be hand-delivered or submitted via postal mail only. Mailed bids/quotes must be submitted in a clearly marked envelope with the name and address of Vendor, name of quote (RFQ CAPK BS 2016-002 - Vehicles), and due date. Bids/Quotes should be addressed and delivered to Community Action Partnership of Kern, c/o Margaret L. Palmer, 5005 Business Park North, Bakersfield, CA 93309.

DUE DATE: All bids/quotes **must** be received on or before **2:00 p.m. on April 26, 2016**. It will be the responsibility of Vendor to submit the quote in a timely and proper manner. No quotes received after the stated deadline will be considered. Any quote received after the deadline shall be returned to the Vendor unopened. Any requests for an extension to the deadline must be requested via email at least 48 hours prior to the stated deadline. CAPK does not guarantee that it will accommodate any such request(s).

NOTICES:

1. Vendor may not withdraw its quote for at least 60 days after the scheduled time for receipt of bids/quotes. Award is contingent upon funding and approval. CAPK will base award of this purchase on the Vendor who meets or exceeds the requested specifications, as determined solely by CAPK. CAPK reserves the right to reject any or all bids/quotes, to waive any or all irregularities or informalities, and to determine what constitutes an irregularity or informality. CAPK also reserves the right to make awards to multiple Vendors under this RFQ.

2. The successful Vendor agrees to accept a CAPK Purchase Order as evidence of CAPK's commitment to purchase the vehicles described herein and will deliver said vehicles as directed upon receipt of said Purchase Order.
3. Required submittals include Attachments A – C; Appendix A: Vendor Information Sheet; Appendix B: W-9; and Appendix C: Additional Terms and Conditions. Please read carefully as your signature on Appendix C certifies you have read, understand and agree to be bound by the requirements and parameters of RFQ CAPK BS 2016-002.

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DECLINE TO SUBMIT QUOTE AT THIS TIME

REASON:

Company Name: _____

Company Representative (*Please Print*): _____

Signature: _____

Date: _____

Community Action Partnership of Kern accepts this signed and dated document as a declination of Quote.

Thank you,

Margaret L. Palmer
Business Manager
(661) 336-5236, ext. 1120
(661) 864-1312 FAX
mpalmer@capk.org



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ATTACHMENT A

2015, 2016 OR 2017 - 4 DOOR SEDAN

CAPK is seeking base model vehicles with no additional options. If Vendor does not have a base model in stock or is not able to obtain within the time constraints, vehicles with options may be considered.

- 2015, 2016 OR 2017 MODEL YEAR
- 4 CYLINDER ENGINE
- AUTOMATIC TRANSMISSION
- ALL SEASON TIRES
- CLOTH OR VINYL SEATS
- WHITE EXTERIOR CLEAR COAT PAINT IS PREFERRED (OTHER COLORS WILL BE CONSIDERED)
- FRONT WHEEL DRIVE
- SPARE TIRE
- FRONT LICENSE PLATE BRACKET
- CALIFORNIA EMISSIONS SYSTEM
- POWER STEERING; POWER FRONT/REAR BRAKES
- 4-WHEEL ANTI-LOCK SYSTEM (PREFERRED)
- AUTOMATIC LOCKS AND WINDOWS
- AT LEAST A 10 - 15 GALLON FUEL TANK
- OUTSIDE POWER ADJUSTABLE MIRRORS
- INTERVAL WINDSHIELD WIPERS
- ANTI-THEFT IGNITION SYSTEM
- AM/FM STEREO
- AIR CONDITIONING
- DRIVER AND FRONT PASSENGER 2nd GENERATION AIRBAGS
- CRUISE CONTROL (Preferred)
- CARPET FLOOR COVERING
- DAY-NIGHT REAR VIEW MIRROR
- TILT STEERING WHEEL

Vehicle lease option to be based on 24,000 miles per year

****Please note we are eligible through NCAF's (National Community Actions Foundation's) new GM partnership to a \$500.00 discount on vehicles.****

VENDORS - Please list ANY and ALL exceptions to the Minimum Specifications and/or list, describe and quote your comparable (“or equal”) products below (attach additional sheets if necessary):

Exceptions

- 1.
- 2.
- 3.
- 4.
- 5.

Comparable/”Or Equal” Products:

- 1.
- 2.
- 3.
- 4.
- 5.

ATTACHMENT B

PURCHASE OPTION

ACTUAL BID

<u>Year</u>	<u>Make</u>	<u>Model</u>	<u>VIN #</u> (if known at time of bid)
_____	_____	_____	_____

- a. SALES PRICE \$ _____
- b. DOC FEE \$ _____
- c. **SUB-TOTAL (add a. and b.)** \$ _____
- d. KERN COUNTY SALES TAX (7.50% x c. Sub-Total) \$ _____
- e. DEALER ADD-ONS \$ _____
 - 1. CA TIRE FEE \$ _____
 - 2. DMV FEE \$ _____
 - 3. EXTENDED WARRANTY \$ _____
 - 4. OTHER _____ \$ _____
 - 5. OTHER _____ \$ _____
 - 6. OTHER _____ \$ _____
- f. **TOTAL PRICE (add c., d., and e.1 thru e.6)** \$ _____
 - 1. TRADE-IN (No Trade-in) _____ (\$ _____ 0 _____)
 - 2. REBATE _____ (\$ _____)
 - 3. OTHER _____ (\$ _____)
- g. **NET AMOUNT DUE (Subtract f.1 thru f.3 from Total Price)** \$ _____

<i>Dealership Name and Address</i>		
_____	X	_____
<i>Salesman's Printed Name</i>	<i>Salesman Signature</i>	<i>Date</i>
Note: Attach this completed form as your quote. <u>1 vehicle per form.</u>		

PLEASE INCLUDE GOVERNMENT BID ASSISTANCE DISCOUNTS

ATTACHMENT C

LEASE OPTION

ACTUAL BID

<u>Year</u>	<u>Make</u>	<u>Model</u>	<u>VIN #</u> (if known at time of bid)
_____	_____	_____	_____

a. MONTHLY LEASE AMOUNT (including Maintenance) \$ _____

b. NUMBER OF MONTHS TO LEASE _____ 36 _____

c. TOTAL MONTHLY LEASE COST (line a. times line b.) \$ _____

d. ESTIMATED ANNUAL PROPERTY TAX Years in LEASE term: \$ _____

e. TOTAL COST, LEASE (line c plus line d) \$ _____

f. ANNUAL LEASE COST (line e divided by 3 years) \$ _____

<i>Dealership Name and Address</i>		
_____	X	_____
<i>Salesman's Printed Name</i>	<i>Salesman Signature</i>	<i>Date</i>
Note: Attach this completed form as your quote. <u>1 vehicle per form.</u>		

PLEASE INCLUDE GOVERNMENT BID ASSISTANCE DISCOUNTS

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APPENDIX A

Vendor Information Sheet

Date: _____ Prepared By: _____

Official Business Name: _____

DBA: _____

Location Address: _____
Street City State Zip

Mailing Address: _____
Street City State Zip

Contact Person: _____ Title: _____

Phone #: _____ Accts. Receivable Phone #: _____

Fax #: _____ Customer Service Phone #: _____

Partnership Acct #: _____ E-mail Address: _____

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

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

Business Lic #: _____ City Issued: _____

General Liability Insurance Carrier & Policy #: _____

Auto Liability Insurance Carrier & Policy #: _____

Workers Compensation Insurance Carrier & Policy #: _____

Please Check One:

Corporation _____ Partnership _____ Sole Proprietorship _____ Individual _____

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: _____ Accepts 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: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____		4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
	5 Address (number, street, and apt. or suite no.)		Requester's name and address (optional)
	6 City, state, and ZIP code		
	7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number		
or		
Employer identification number		

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

APPENDIX C

Community Action Partnership of Kern Additional Terms and Conditions

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

13. **PROTEST BY VENDOR:** If the Vendor wishes to file a protest against CAPK for any action, the Vendor must do so in writing with CAPK within 72 hours after the action to be protested has occurred. All protests will be taken under advisement. Any protests received after that will not be recognized.
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 Agreement, which may be in whole, or in part, sponsored or funded by a Local, State, or Federal agency. Also, no relative of an employee of CAPK may enter into or bid on an Agreement while said employee is still employed by CAPK. No relative of an employee of CAPK may bid on an Agreement until 12 months after the date said employee of CAPK has left employment of CAPK, either voluntarily or involuntarily. It is contrary to CAPK policy for any CAPK employee to personally solicit, demand or receive any gratuity of any kind from a Vendor in connection with any decision affecting a CAPK purchase or Agreement for Goods or Services. Thus, if such a case were to occur, the Vendor may file a protest with CAPK as specified in the section titled "Protest by Vendor."
15. **DEBARMENT AND SUSPENSION CERTIFICATION:** Vendor, under penalty of perjury, certified that, except as noted below, he/she or any person associated therewith in the capacity of owner, partner, director, officer, manager:
 - a. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
 - b. Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three (3) years;
 - c. Does not have a proposed debarment pending; and
 - d. Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

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

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

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

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

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

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

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

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

(In accordance with Article 5 [commencing at Section 1860], Chapter 1, Part 7, Division 2 of the Labor Code, this certificate must be signed and filed with the awarding body prior to performing any work under the Agreement.)
17. **INSURANCE REQUIREMENTS:** Vendor shall procure, furnish and maintain for the duration of the Agreement the following types and limits of insurance herein:

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

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

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

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

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

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

Signature

Date

Print Name

Company Name