

COUNTY OF KERN
COUNTY ADMINISTRATIVE OFFICE

REQUEST FOR PROPOSAL

To provide grant administration services for a facade
improvement grant program

DUE April 9, 2025

TIME Before 11:00 a.m. Pacific Standard Time

COUNTY OF KERN

COUNTY ADMINISTRATIVE OFFICE

Request for Proposal to Provide: Grant administration services for a facade improvement grant program

Kern County is seeking a qualified service provider (“Provider”) to administer the Kern BIZ Facade Improvement Grant Program.

Proposers are specifically directed not to contact any County personnel, other than the Contact Person indicated below, for any purpose related to this RFP. **Unauthorized contact of any County personnel may be cause for rejection of a vendor’s proposal.** All inquiries concerning this RFP should be directed to the following Contact Person:

Kern County Administrative Office
Joseph Arriola – Senior Fiscal and Policy Analyst
Bakersfield, CA 93301
Telephone (661) 868-3132
Email: ArriolaJ@kerncounty.com

Envelopes containing the Proposals are to be marked:

PROPOSAL: “KERN BIZ GRANT ADMINISTRATIVE SERVICES”

Projected Timetable

The following dates are set forth for information and planning purposes only. These dates may be changed by County upon notice to prospective proposers:

Issuance Date March 14, 2025
Pre-Proposal Meeting March 28, 2025
Proposal Due Date April 9, 2025
Proposal Due Time Before 11:00 a.m.

Postmark date will not constitute timely delivery. Responses received after the above time **will not** be considered. Proposers are solely responsible for ensuring timely receipt of their Proposals. If hand delivery is planned to our offices, please be aware that delays through building security protocol should be planned for by the proposer since timely receipt of all Proposals is required.

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I. GENERAL INFORMATION

A. Project Background

Kern County is seeking a qualified Provider (“Provider”) to administer the Kern BIZ Facade Improvement Grant Program (“Kern Biz”). Kern Biz is designed to support investment for storefront businesses in commercial corridors, enhance security measures, and promote public benefits within Kern’s unincorporated communities by providing grants to small business owners and property owners to improve the exterior and interior of their commercial properties. The program is intended to encourage economic development and reduce blight by enhancing the physical appearance and commercial viability of storefront businesses.

The County allocated \$250,000 for this program for the 2025-2026 fiscal year and offers a flexible source of one-time competitive grant funding for projects up to \$10,000, for a broad range of activities, as referenced in the program guidelines (“Exhibit C”).

B. Services Required of Successful Proposer

The County has developed the attached **Exhibit “A”** which fully describes the scope of work and services required; deliverables; benchmark requirements; and our anticipated timeline for the start and completion of this project.

Proposer will be expected to review the Exhibit to understand the expected outcome, what the desired goals and objectives are, what specific problems and challenges need to be solved in order to achieve the required end result.

The County seeks a Provider to administer Kern Biz. The Provider will guide prospective applicants and selected grantees through the grant process, ensuring compliance with all applicable local and state requirements, participate in a grant award Evaluation Committee, and facilitate reimbursement for approved construction projects.

The chosen Provider must have a proven track record in comprehending municipal processes, including building codes and permitting requirements, with specific relevance to construction services. The Provider must be capable of providing clear and direct assistance to grantees, guiding them to complete their projects while remaining in compliance with all applicable codes and regulations. The selected Provider will work with approximately 50 grantees.

C. Services Provided by the County

The County will provide a Contact Person as a primary contact, who will arrange for staff assistance by other County staff as may be required. County will also provide whatever information as may be available. County will also be available to meet and discuss project requirements and development at key times in the process.

D. Selection Process

1. All Proposals received by the specified deadline will be reviewed by a County Evaluation Committee. After the initial scoring, the Evaluation Committee may select those firms deemed most qualified for this project for further evaluation. Interviews of these selected firms may be conducted as part of the final selection process. Proposers are advised that the County, at its option, may award a contract strictly on the basis of the initial Proposals, and not create a short list of Proposals for further consideration. The firm selected by the Evaluation Committee will be recommended to the Board of Supervisors for this project, but the Board is not bound to accept the recommendation or award the project to the recommended firm.

2. If one or more of the proposers is a local vendor as defined herein, said proposer(s) shall be entitled to a local vendor preference as herein described, provided: (i) said proposer(s) achieved a score of at least seventy percent (70%) during the initial scoring phase by the Evaluation Committee; and (ii) they were included in the short list of proposers for further consideration by the Evaluation Committee, if the Evaluation Committee elected to create a short list of Proposals.

All local vendors meeting the above stated criteria shall have their final evaluation score increased by five percent (5%) for purposes of determining the Evaluation Committee's final selection for recommendation to the Board of Supervisors.

A local vendor is defined as a proposer who:

- (a) Has had a fixed office or distribution point located in and having a street address within the county for at least six (6) months immediately prior to the issuance of the request for competitive bids by the purchasing agent

- (b) Holds any required business license by the county or a city within the county; and

- (c) Employs at least one (1) full-time or two (2) part-time employees whose primary residence is located within Kern County, or if the business has no employees shall be at least fifty percent (50%) owned by one or more persons whose primary residence is located within Kern County.

All local vendors with a Local Employee Ratio of 50% or higher will receive an additional 2% score increase, and those with a ratio of 100% will receive a 3% increase to their score. (Rev 11/19)

- (d) Will credit all sales taxes generated pursuant to the contract awarded as a result of the application of this local vendor preference to its business location in Kern County.

This local vendor preference shall not apply to any contracts funded in whole or in part with federal or state funds which do not allow the use of local preferences, or any other contracts which are statutorily or otherwise precluded from the use of local preferences during the selection process.

At-Risk Employer Preference

Per County Ordinance 2.38.132, the At-Risk Employer preference will be implemented. This ordinance provides a preference to local vendors who are also at-risk employers. If there is a tie for the low bid and both bidders are local vendors but one of the bidders is also an at-risk employer, the contract shall be awarded to the low bidder that is also the at-risk employer. In the event local vendors are allowed to submit a new bid equal to or less than the out of county low bidder, and there is a tie for the low bid and one of the responsible low bidders is also an at-risk employer, the local vendor who is also an at-risk employer will be awarded the contract

To qualify as an “At-Risk Employer,” Vendor shall state below that you have provided gainful employment to “at-risk” individuals residing in Kern County for at least one (1) year prior to submitting this bid; and you continue to provide gainful employment to ‘at-risk individuals. “At-Risk Individuals” are defined in County Ordinance 2.38.132 as those individuals who have been incarcerated within the last five (5) years and/or have been convicted of a misdemeanor or felony within the last five (5) years and/or are youth in foster care.

Vendor has employed at least one (1) at-risk individual residing in the County of Kern for at least one year prior to submitting a bid for this project and continues to provide gainful employment to at-risk individuals residing in the County of Kern.

(state qualifying information with returned RFP response).

3. The following is a list of general criteria that will be used by the Evaluation Committee in determining its recommendation to the Board of Supervisors. (Please note that the Evaluation Committee may consider other additional information they deem relevant in determining a recommendation to the Board of Supervisors and may give each of the criteria considered as little or as much weight as they consider appropriate.)
 - (a) Proposer’s understanding of the RFP requirements and end result.
 - i. Does proposal show comprehension of the scope of services and match Exhibit A requirements?
 - ii. Does proposal address all requested objectives & deliverables?
 - iii. Does proposal offer specific solutions that address problems & our desired objectives?
 - (b) Proposer’s proposed approach to tasks.
 - i. Does the approach show innovative or advanced techniques
 - ii. Does the approach make sense for this project?
 - iii. Does the proposal clearly define deliverables? Are they measurable and realistic?

- iv. Are there any apparent discrepancies or omissions in proposal?
 - v. Is the proposed transition or milestone implementation plans feasible?
- (c) Proposer's experience in similar projects.
- i. Does proposer have a proven track record with similar projects?
 - ii. Has proposer completed relevant or similar projects? What was the length of time performing services for these relevant projects?
 - iii. What is the overall exposure/experience of the proposer with government sector projects?
 - iv. Does proposal provided types, number & duration of current and previous contracts?
- (d) Fee OR proposed rates.
- i. Has proposer revealed and described all costs? Are there any hidden costs?
 - ii. How does the proposer implement cost control techniques? Are there any escalation clauses included?
 - iii. Does proposer list prior contracts that were conducted on time and within budget?
 - iv. Does proposal state length of time for firm pricing?
- (e) Estimated completion date(s) or required start date
- i. Does proposal describe transition start up tasks & time and/or milestone steps to negotiate contract, set up staffing/equipment requirements and begin services?
 - ii. Does proposal address any time frames mandated by law?
 - iii. Does proposal address the length of time to complete one-time services?
 - iv. Does proposal describe in detail each project phase and the time needed for completion?
 - v. Does the proposal benchmark critical events in the completion of the project?
- (f) Client references.
- i. Are proposer's referenced projects similar in size & scope?
 - ii. Do references report any negative aspects with their experience with proposer?
 - iii. Do references report proposer's capabilities in problem solving during project?
 - iv. Do references indicate successful billing/invoicing processes?
 - v. How did the reference award previous business to the proposer?
- (g) Qualifications of proposer's staff for the project.

- i. Does proposer offer a combination of experience, education, licensing, certification & background undertaking with similar projects relevant to our needs?
 - ii. Is the technical experience of proposer's personnel specific to the needs detailed in Exhibit A?
 - iii. Does proposer's response address productivity and utilization of staff/management assignments?
 - (h) Any other factors the Evaluation Committee deems relevant, for example:
 - i. Does proposal offer technology advances included in work approach?
 - ii. How feasible is the transition plan/milestone steps of proposer's plan?
 - iii. Other
- 4. The County reserves the right to reject any and all Proposals and to waive informalities and irregularities in any Proposals received. Absence of required information may render a Proposal non-responsive, in the sole discretion of the County, resulting in rejection of the Proposal.
- 5. The County may, during the evaluation process, request from any proposer additional information which the County deems necessary to determine the proposer's ability to perform the required services. If such information is requested, the Proposer shall be permitted five (5) working days to submit the information requested.
- 6. An error in the Proposal may cause the rejection of that Proposal; however, the County may, in its sole discretion, retain the Proposal and make any corrections it deems appropriate. In determining if a correction will be made, the County will consider the conformance of the Proposal to the format and content required by the RFP, and any unusual complexity of the format and content required by the RFP. If the proposer's intent is clearly established based on review of the complete Proposal submittal, the County may, at its sole option, correct an error based on that established content. The County may also correct obvious clerical errors. The County may also request clarification from a proposer on any item in a Proposal that County believes to be in error, and make corrections accordingly.
- 7. The County reserves the right to select the Proposal which in its sole judgment best meets the needs of the County. The recommendation by the Evaluation Committee, and the final selection of a proposer by the Board of Supervisors, shall be based on any information and criteria the Evaluation Committee and Board consider relevant, which may include criteria not listed in paragraph 2 above. **The lowest proposed cost is *not* the sole criterion for recommending contract award.**
- 8. All proposers responding to this RFP will be notified of their selection or non-selection in writing.

- a. All proposers shall have seven (7) calendar days from the date of the written notice to submit any additional information **not previously submitted** to the County representative for final consideration.
 - b. Proposers may request a debrief during the same seven (7) day time period. **No extension will be given.**
9. The County representative will notify the proposers in writing of the date the Department's recommendation is placed on the Board of Supervisors' agenda.
10. County employees will not participate in the selection process when those employees have a relationship with a person or business entity submitting a Proposal which would subject those employees to the prohibition of Section 87100 of the Government Code. Any person or business entity submitting a Proposal who has such a relationship with a County employee who may be involved in the selection process shall advise the County of the name of the County employee in the Proposal.
11. Any person or business entity which engages in practices which might result in unlawful activity relating to the selection process including, but not limited to, kickbacks or other unlawful consideration paid to County employees, will be disqualified from the selection process.
12. The process, procedures and evaluation criteria used by County in developing and issuing this RFP and evaluating the Proposals received for purposes of making a recommendation to the Board of Supervisors shall be determined in the sole discretion of the County. Potential proposers shall have no rights whatsoever regarding the processes and procedures used by the County relating to this RFP or the manner in which a proposer is selected by the Board of Supervisors, provided their decisions are not arbitrary and capricious, and there is some reasonable basis for the selection(s) made.

E. Solicitation Caveat

The issuance of this solicitation does not constitute an award commitment on the part of the County, and the County shall not pay for costs incurred in the preparation or submission of Proposals. **The County reserves the right to reject any or all Proposals or portions thereof if the County determines that it is in the best interest of the County to do so.**

Failure to furnish all information requested or to follow the format requested herein, or the submission of false information, may disqualify the proposer, in the sole discretion of the County. The County may waive **any** deviation in a Proposal. The County's waiver of a deviation shall in no way modify the RFP requirements nor excuse the successful proposer from full compliance with any resultant agreement requirements or obligations.

F. Time

Time and the time limits stated in this RFP are of the essence of this Request for Proposal.

G. Standard County Master Terms & Conditions

No agreement with the County is in effect until a contract has been signed by both parties. Attached to this RFP as **Exhibit "B"** is the standard County Master Terms & Conditions which are in substantially the form the successful proposer will be expected to sign. The final agreement may include the contents of the RFP, any addenda to this RFP, portions of the successful proposer's Proposal and any other modifications determined by the County to be necessary prior to its execution by the parties.

Until such time as the Evaluation Committee has completed its deliberative process and the matter has been set for consideration before the Board of Supervisors, the agreement and all documents and materials relating thereto, the negotiation and execution thereof, including, without limitation, the existence of the Agreement and the negotiations taking place between the parties, shall be confidential.

The standard County master terms and conditions included in this RFP is for informational purposes and should not be returned with a Proposal; however, the Proposal shall include a statement that the proposer has reviewed the standard County master terms and conditions and either i) will agree to and accept the master terms and conditions contained therein if selected, or ii) indicate those specific provisions of the standard County master terms and conditions to which the proposer takes exception and why. Raising of significant exceptions in a Proposal, as determined in the sole discretion of the County, may be cause for rejection of the Consultant's Proposal.

The selected Consultant will be required to execute an agreement with the County for the services requested **within 30 calendar days** of the award. If agreement on the terms and conditions of the contract that are acceptable to the County including, but not limited to, compensation, cannot be achieved within that timeframe, the County reserves the right to continue negotiations or to award the bid to another Consultant and begin negotiations with that Consultant.

Consultant must identify and provide contact information in their Proposal of the individual within their organization who is authorized to negotiate the terms and conditions of any agreement between Consultant and County.

H. Insurance Requirements

Vendor, in order to protect County and its board members, officials, agents, officers, and employees against all claims and liability for death, injury, loss and damage as a result of Vendor's actions in connection with the performance of Vendor's obligations, as required in this Agreement, shall secure and maintain insurance as described below.

Vendor shall not perform any work under this Agreement until Vendor has obtained all insurance required under this section and the required certificates of insurance and all required endorsements have been filed with the County's authorized insurance representative.

Receipt of evidence of insurance that does not comply with all applicable insurance requirements shall not constitute a waiver of the insurance requirements set forth herein. The required documents must be signed by the authorized representative of the insurance company shown on the certificate. Upon request, Vendor shall supply proof that such person is an authorized representative thereof, and is authorized to bind the named underwriter(s) and their company to the coverage, limits and termination provisions shown thereon.

The Vendor shall promptly deliver to the County's authorized insurance representative a certificate of insurance, and all required endorsements, with respect to each renewal policy, as necessary to demonstrate the maintenance of the required insurance coverage for the term specified herein. Such certificates and endorsements shall be delivered to the County's authorized insurance representative prior to the expiration date of any policy and bear a notation evidencing payment of the premium thereof if so requested. Vendor shall immediately pay any deductibles and self-insured retentions under all required insurance policies upon the submission of any claim by Vendor or County as an additional insured.

- a. **Workers' Compensation and Employers Liability Insurance Requirement:**
In the event Vendor has employees who may perform any services pursuant to this Agreement, Vendor shall submit written proof that Vendor is insured against liability for workers' compensation in accordance with the provisions of section 3700 of the California Labor Code.

Vendor shall require any sub-contractors to provide workers' compensation for all of the subcontractors' employees, unless the sub-contractors' employees are covered by the insurance afforded by Vendor. If any class of employees engaged in work or services performed under this Agreement is not covered by California Labor Code section 3700, Vendor shall provide and/or require each sub-contractor to provide adequate insurance for the coverage of employees not otherwise covered.

Vendor shall also maintain employer's liability insurance with limits of one million dollars (\$1,000,000) for bodily injury or disease.

- b. **Liability Insurance Requirements:**
 - (1) Vendor shall maintain in full force and effect, at all times during the term of this Agreement, the following insurance:
 - (a) Commercial General Liability Insurance including, but not limited to, Contractual Liability Insurance (specifically concerning the indemnity provisions of this Agreement with the

County), Products-Completed Operations Hazard, Personal Injury (including bodily injury and death), and Property Damage for liability arising out of Vendor's performance of work under this Agreement. The Commercial General Liability insurance shall contain no exclusions or limitation for independent contractors working on the behalf of the named insured. Vendor shall maintain the Products-Completed Operations Hazard coverage for the longest period allowed by law following termination of this Agreement. The amount of said insurance coverage required by this Agreement shall be the policy limits, which shall be at least one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) aggregate.

- (b) Automobile Liability Insurance against claims of Personal Injury (including bodily injury and death) and Property Damage covering any vehicle and/or all owned, leased, hired and non-owned vehicles used in the performance of services pursuant to this Agreement with coverage equal to the policy limits, which shall be at least one million dollars (\$1,000,000) each occurrence.
 - (c) Professional Liability (Errors and Omissions) Insurance, for liability arising out of, or in connection with, the performance of all required services under this Agreement, with coverage equal to the policy limits, which shall not be less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate.
- (2) The Commercial General Liability and Automobile liability Insurance required in this sub-paragraph b. shall include an endorsement naming the County and County's board members, officials, officers, agents and employees as additional insureds for liability arising out of this Agreement and any operations related thereto. Said endorsement shall be provided using one of the following three options: (i) on ISO form CG 20 10 11 85; or (ii) on ISO form CG 20 37 10 01 plus either ISO form CG 20 10 10 01 or CG 20 33 10 01; or (iii) on such other forms which provide coverage at least equal to or better than form CG 20 10 11 85.
 - (3) Any self-insured retentions in excess of \$100,000 must be declared on the Certificate of Insurance or other documentation provided to County and must be approved by the County Risk Manager.
 - (4) If any of the insurance coverages required under this Agreement is written on a claims-made basis, Vendor, at Vendor's option, shall either (i) maintain said coverage for at least three (3) years following the termination of this Agreement with coverage extending back to the effective date of this Agreement; (ii) purchase an extended reporting period of not less than three (3) years following the termination of this

Agreement; or (iii) acquire a full prior acts provision on any renewal or replacement policy.

- c. Cancellation of Insurance -- The above stated insurance coverages required to be maintained by Vendor shall be maintained until the completion of all of Vendor's obligations under this Agreement except as otherwise indicated herein. Each insurance policy supplied by the Vendor shall not be suspended, voided, cancelled or reduced in coverage or in limits except after ten (10) days written notice by Vendor in the case of non-payment of premiums, or thirty (30) days written notice in all other cases. This notice requirement does not waive the insurance requirements stated herein. Vendor shall immediately obtain replacement coverage for any insurance policy that is terminated, canceled, non-renewed, or whose policy limits have been exhausted or upon insolvency of the insurer that issued the policy.
- d. All insurance shall be issued by a company or companies admitted to do business in California and listed in the current "Best's Key Rating Guide" publication with a minimum rating of A-; VII. Any exception to these requirements must be approved by the County Risk Manager.
- e. If Vendor is, or becomes during the term of this Agreement, self-insured or a member of a self-insurance pool, Vendor shall provide coverage equivalent to the insurance coverages and endorsements required above. The County will not accept such coverage unless the County determines, in its sole discretion and by written acceptance, that the coverage proposed to be provided by Vendor is equivalent to the above-required coverages.
- f. All insurance afforded by Vendor pursuant to this Agreement shall be primary to and not contributing to all insurance or self-insurance maintained by the County. An endorsement shall be provided on all policies, except professional liability/errors and omissions, which shall waive any right of recovery (waiver of subrogation) against the County. A waiver of right of recovery (waiver of subrogation) is only required on Workers' Compensation policies when a Vendor's personnel deliver or perform services for the County while on County property.
- g. Insurance coverages in the minimum amounts set forth herein shall not be construed to relieve Vendor for any liability, whether within, outside, or in excess of such coverage, and regardless of solvency or insolvency of the insurer that issues the coverage; nor shall it preclude the County from taking such other actions as are available to it under any other provision of this Agreement or otherwise in law.
- h. Failure by Vendor to maintain all such insurance in effect at all times required by this Agreement shall be a material breach of this Agreement by Vendor. County, at its sole option, may terminate this Agreement and obtain damages from Vendor resulting from said breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Vendor, County shall deduct from sums due to Vendor any premiums and associated costs advanced or paid by County for such insurance. If the

balance of monies obligated to Vendor pursuant to this Agreement are insufficient to reimburse County for the premiums and any associated costs, Vendor agrees to reimburse County for the premiums and pay for all costs associated with the purchase of said insurance. Any failure by County to take this alternative action shall not relieve Vendor of its obligation to obtain and maintain the insurance coverages required by this Agreement.

I. Modifications to Scope of Work

In the event that sufficient funds do not become available to complete all the services identified in this RFP, the scope of services may be amended, as determined in the sole discretion of the County. The County may also, from time-to-time, request changes in and/or additions to the services to be provided by the successful proposer. Such changes, including any increase or decrease in compensation, which are mutually agreed upon by and between the County and the successful proposer, shall be incorporated into the contract prior to execution of the contract, and by written amendments thereto after execution.

J. News Releases

News releases pertaining to any award resulting from this RFP may not be made without prior written approval of the Assistant County Administrative Officer.

K. Compensation

Compensation shall be agreed upon by County and Vendor to be included in the final agreement for services.

L. Statutes and Rules

The terms and conditions of this RFP, and the resulting consulting services and activities performed by the successful proposer, shall conform to all applicable statutes, rules and regulations of the federal government, the State of California and the County of Kern.

M. Background Review

The County reserves the right to conduct a background inquiry of each proposer that may include collection of appropriate criminal history information, contractual and business associations and practices, employment histories, reputation in the business community and financial condition. By submitting a Proposal to the County the proposer consents to such an inquiry and agrees to make available to the County such books and records the County deems necessary to conduct the review.

N. Organizational Conflict of Interest

Contractor warrants, to the best of its knowledge, that neither Contractor nor its officers, agents or employees presently has any consulting or contractual

arrangement with any firm or organization that would give rise to an organizational conflict of interest with respect to the work to be performed under this Agreement. Neither Contractor nor its officers, agents or employees shall enter into any contractual arrangement that would give rise to any potential conflict of interest, without first obtaining County's prior written approval before entering the agreement. If any organizational conflict of interest is discovered by Contractor relating to this Agreement, Contractor shall immediately notify County, and attempt to present a suitable mitigation plan. County may, at its sole discretion, terminate this agreement in the event that Contractor has any actual or potential organizational conflict of interest. As used in this paragraph, "**Organization conflict of interest**" means any relationship whereby Contractor has present or planned interests related to the work to be performed under this Agreement which: (1) May diminish its capacity to give impartial, technically sound, objective assistance and advice or may otherwise result in a biased work product, or (2) may result in its being given an unfair advantage.

II. PROPOSAL INFORMATION AND REQUIREMENTS

A. General Instructions

To receive consideration, Proposals shall be made in accordance with the following general instructions:

1. The completed Proposal shall be without alterations or erasures. Errors may be crossed out and corrections printed in ink or typed adjacent, and must be initialed in ink by an authorized representative of the proposer.
2. No oral, telephonic, telegraphic, e-mailed or faxed Proposals will be considered.
3. The submission of a Proposal shall be an indication that the proposer has investigated and satisfied him/herself as to the selection process to be used by the County, the conditions to be encountered, the character, quality and scope of the work to be performed, and the requirements of the County.
4. All Proposals shall remain firm for one hundred and eighty (180) days from the Proposal submission deadline.

B. Business Address

Proposers shall furnish their business street address. Any communications directed either to the address so given, or to the address listed on the sealed Proposal container, and deposited in the U.S. Postal Service by Certified Mail, shall constitute a legal service thereof upon the proposer.

C. Corrections and Addenda

If a proposer discovers any ambiguity, conflict, discrepancy, omission, or other error in this RFP, the proposer shall immediately notify the Contact Person of such error in writing and request clarification or modification of the document. Modifications will be made by addenda as indicated below to all parties in receipt of this RFP.

If a proposer fails to notify the Contact Person prior to the date fixed for submission of Proposals of a known error in the RFP, or an error that reasonably should have been known, the proposer shall submit a Proposal at their own risk, and if the proposer is awarded a contract they shall not be entitled to additional compensation or time by reason of the error or its subsequent correction.

Addenda issued by the County interpreting or changing any of the items in this RFP, including all modifications thereof, shall be incorporated in the Proposal. The proposer shall sign and date the Addenda Cover Sheet and submit same with the Proposal (or deliver them to the Kern County Administrative Office, 1115 Truxtun Avenue, 5th Floor, Bakersfield CA, 93301, if the proposer has previously submitted a Proposal to the department).

Any oral communication by the County’s designated Contact Person or any other County staff member concerning this RFP is not binding on the County and shall in no way modify this RFP or the obligations of the County or any proposers.

D. Proposal Format and Contents

For ease of review and to facilitate evaluation, the Proposals for this project should be organized and presented in the order requested as follows:

1. Cover Page:

Include a letter of introduction signed by an authorized representative of the firm containing the following language:

- The undersigned certifies that all statements in the Proposal are true and correct; and that any material false statement contained in this proposal shall entitle Kern County to pursue any and all remedies authorized by law and/or declare any contract made as a result thereof, to be void.
- Indicate the name of the firm and the RFP project title clearly on your cover sheet.

2. Corporate/Agency Profile:

Provide specific information concerning the firm in this section, including all of the following:

- The legal name, address and telephone number of your company

- The type of entity (sole proprietorship, partnership, or corporation and whether public or private).
- Whether you are a local Kern County vendor as defined in section I.D.2. of this RFP (provide the street address of the local office).
- The name and telephone number of the person(s) in your company authorized to execute the proposed contract.

If two or more firms are involved in a joint venture or association, the Proposal(s) should clearly delineate the respective areas of authority and responsibility of each party.

All parties signing the Agreement with the County shall be individually liable for the completion of the entire project even when the areas of responsibility under the terms of the joint venture or association are limited.

3. Qualifications and Experience:

This section is designed to establish the proposer as an entity with the ability and experience to operate the program, or provide the services, as specified in the RFP.

Provide specific information in this section concerning the firm's experience and qualifications (skill sets, contractor licensing, certifications etc.) in the services specified in this RFP, preferably within the State of California. Include all of the following:

- The number of employees involved in providing services
- Number of years providing services
- Financial statements (balance sheet and Dun & Bradstreet credit rating acceptable)
- Examples of completed projects
- Skill sets
- Contractor licensing, if applicable
- Certifications, if applicable

Documentation of Satisfactory Past Performance/References

Provide a minimum of three (3) reference letters for similar services rendered (must be within the last twelve (12) months on the reference company's letterhead. Each reference shall include a current point of contact and a phone number. Each reference letter must have all of the following information:

- Date of the original contract;
- End date of the contract;
- Services rendered;
- Names, addresses, email and telephone numbers of contact persons within client agencies for whom the services have been provided.

Provide a list of all clients with current contact information including email, to which you have provided similar services over the last two years, but are not currently working for. Please indicate why you are not currently providing services to said client(s).

4. Credentials/Resumes:

Of critical importance is the composition of the team proposed to provide services on this project. Credentials and resumes of the person(s) responsible for administering or providing the services must be provided.

Include a statement of qualifications and resumes/backgrounds of key personnel assigned to the project, including training certifications of professional and non-professional personnel.

Proposer shall specifically provide the following information on all management, supervisory and other key employees who will be providing service:

- a. Name, business address and phone number
- b. Description of education
- c. General experience
- d. Experience or education related to the RFP project
- e. Letters of reference, if available

List consultant firms, if any, that you plan to use for this project and their relevant experience.

5. Project Approach, Work Schedule, Transition Plan and Technology Requirements:

- a. Provide a detailed description of the methodology proposed to perform all required services.
- b. The project approach should include specific details with regard to how and what services, training, installation, etc. are included in your response to the County. Provide specific information and details.
- c. Describe approach and methodology that will be used to address obstructions, constraints or roadblocks in the submitted proposal.
- d. List, and describe actions that will be done in order to comply and meet required benchmarks, performance standards and quality assurance.
- e. Detail and describe security clearance and information technology requirements.
- f. If applicable, detailed description of proposed utilization of Business and/or Work Environment provided by County.
- g. Include any additional information and options that you feel may be advantageous to the County. Label options clearly and specify all costs and fees associated with each option.

- h. Include specific details with regard to a work schedule/transition plan which contains an aggressive schedule that will complete, or start up, the project before **June 1, 2025**. This schedule should contain specific milestones and dates of completion which will be used to set schedules.
- i. Also identify the extent of County personnel involvement deemed necessary, including key decision points at each stage of the project.
- j. Identify deliverables that will be produced in order to receive payment. This may include deliverables with milestone dates or time periods that are required to be completed.
- k. Specify all software and computer technology that is anticipated to be used in rendering the services. If the Proposal includes the purchase of any software by the County, provide a copy of any software license agreements that the County would be required to execute.
- l. Describe how each of the County's desired outcomes will be met.
- m. Do not include brochures and advertisements in your Proposal unless the content they provide is identified and included specifically in your description of the methodology and/or approach to the services you are proposing to provide the County.

6. Cost of Service:

The Proposal shall clearly state all of the costs associated with the project, broken down by category of products and services, and all on-going costs for recommended/required products/services such as maintenance.

As a general rule, the County prefers a set price or hourly rate for the entire term of any contract. Price escalators such as the CPI may also have a detrimental impact on the proposer's score determined by the Evaluation Committee and are disfavored by Kern County.

The project costs should include all expenses that will be charged to the County including but not limited to costs for shipping, insurance, communications, documentation reproduction, travel, taxes, etc. **Failure to not clearly identify all costs associated with the Proposal may be cause for rejection of the Consultant's Proposal.**

7. Insurance:

The selected proposer will be required to obtain, as a condition of the award of a contract, and the Proposal shall state that the proposer will obtain the insurance as required in the attached agreement.

All insurance shall be issued consistent with the final Agreement with County. Insurance coverage at a minimum must be provided by a company

or companies listed in the current "Best's Key Rating Guide" publication with a minimum of A-, VII rating; or in special circumstances, as pre-approved by the Risk Management Division of the Office of County Counsel. The selected proposer shall file with the Contact Person a Certificate(s) of Insurance stating the required coverages are in effect.

8. Additional Information:

Include any other information you believe to be pertinent but not required.

9. Confidential Information:

Proposers are cautioned that because the County is a public entity, materials designated as "confidential" may nevertheless be subject to disclosure. Proposers are advised that the County does not wish to receive confidential or proprietary information and that proposers are not to supply such information except when it is absolutely necessary.

IF CONFIDENTIAL INFORMATION IS SUBMITTED:

a. ALL CONFIDENTIAL INFORMATION MUST BE STAMPED WITH A "CONFIDENTIAL" WATERMARK AND PLACED IN A SEPARATE TABBED SECTION #9 OF THE RFP MARKED "CONFIDENTIAL".

b. Any documents labeled "CONFIDENTIAL" shall include the following statement signed and placed on the first page of the CONFIDENTIAL material:

"_____ (legal name of proposer) shall indemnify, defend and hold harmless the County of Kern, its officers, agents and employees from and against any request, action or proceeding of any nature and any damages or liability of any nature, specifically including attorneys' fees awarded under the California Public Records Act (Government Code §6250 et seq.) arising out of, concerning or in any way involving any materials or information in this Proposal that (legal name of proposer) has labeled as confidential, proprietary or otherwise not subject to disclosure as a public record."

By:_____ Date:_____

Confidential information as discussed in this section II.D.9 may include:

Technical Information

a. Any trade secret, know-how, invention, software program, application, documentation, schematic, procedure, contract, information, knowledge, data, process, technique, design, drawing, program, formula or test data, work in progress, engineering, manufacturing, marketing,

financial, sales, supplier, customer, employee, investor, or business information;

b. Any non-public business information, including, without limitation, personnel data; correspondence with governmental agencies; historical customer information and data; historical cost information such as budgets and operating expenses and capital costs; and projected capital additions and operating cost information;

Financial Information

a. financial statements, business plans, strategic plans, proprietary market information, analyses, compilations and any other strategic, competitively sensitive or proprietary information shared between the parties as a result of the discussions contemplated by this Agreement;

Business Development-Related Information

a. All trade secrets or proprietary information protected as intellectual property that relates to the business of the Vendor and is not generally available to the public, or generally known in the industry;

b. Customers' identities and requirements, customer lists, suppliers' identities and products, pricing information, product price discount information, manufacturing processes and procedures, new product research, financial information not generally available to the public; and

c. Any techniques, know how, processes or combinations thereof, or compilations of information, records and specifications, utilized or owned by the vendor regarding business development, marketing, pricing, business methods, strategies, financial or other analyses, policies or business opportunities.

E. Disposition of Proposals and Proprietary Data

All materials submitted in response to this RFP become the property of the County. Any and all Proposals received by the County shall be subject to public disclosure and inspection, except to the extent the proposer designates trade secrets or other proprietary data to be confidential, after the Evaluation Committee has completed its deliberative process and either the proposer has been informed that they are not the vendor selected by the Evaluation Committee for recommendation to the Board of Supervisors, or the matter has been set for consideration before the Board of Supervisors, whichever comes first.

Material designated as proprietary or confidential shall accompany the Proposal and each page shall be clearly marked and readily separable from the Proposal in order to facilitate public inspection of the non-confidential portion of the Proposal. Prices, makes and models or catalog numbers of the items offered, deliverables, and terms of payment shall be publicly available regardless of any designation to the contrary. The County will endeavor to restrict distribution of

material designated as confidential or proprietary to only those individuals involved in the review and analysis of the Proposals.

F. Post RFP Issuance

1. Questions

- a. Before pre-proposal meeting: Questions may be submitted by email or fax prior to the pre-proposal meeting.
- b. After pre-proposal meeting: Following the pre-proposal meeting, an addendum will be issued with written responses to those questions where the answers may change the scope of services detailed in Exhibit “A.” Questions with content about the RFP process, where to mail response or other information not related to Exhibit “A” may be answered by the Project Facilitator as they are received.
- c. Subsequent to addenda: Questions received subsequent to the issuance of addenda and within the last week prior to the due date and time may be answered. The County will accommodate these last minute questions, but will not guarantee that they will be answered if not submitted timely.

2. Pre-Proposal Meeting

A Pre-Proposal meeting has been set for **Friday March 28, 2025** at 10:00 a.m. Pacific Standard Time. The meeting will be held virtually on Microsoft Teams (accessible via web browser or the Microsoft Teams application). Interested proposers **must pre-register via email request** with the subject “Kern Biz Provider RFP Pre-Proposal Meeting” to Joseph Arriola, Senior Fiscal and Policy Analyst at arriolaj@kerncounty.com **on or before 5:00 P.M. Pacific Standard Time Thursday, March 27, 2025** in order to receive a hyperlink to the Microsoft Teams Pre-Proposal meeting.

If the proposer does not receive a response with meeting hyperlink via email or electronic calendar appointment within two business days, they must contact Joseph Arriola, Senior Fiscal and Policy Analyst via telephone at (661) 868-3132 to confirm receipt of the pre-registration email request. If the pre-registration email request is determined to have been validly and timely submitted in the sole discretion of the County (e.g., was received but intercepted by a junk filter or due to security precautions), a hyperlink will then be provided prior to the start of the meeting. **It is not guaranteed that a hyperlink will be provided after Thursday, March 27, 2025** and proposers are encouraged to submit their email pre-registration request two or more business days early in order to ensure timely receipt. The purpose of the conference is to permit proposers an opportunity to ask questions and/or provide feedback to County staff on specifics of this RFP. Preliminary answers may be given at the Pre-Proposal meeting. However, these responses are only preliminary and will not be final until they are provided as an addendum to the RFP. While some input obtained at the meeting may

be incorporated into the RFP via addenda, remarks and explanations made at the meeting shall not change the provisions of the final RFP. **All interested parties who may have questions are urged to attend.**

G. Proposal Submission

The proposer shall submit six (6) written copies of the Proposal and one (1) copy on thumb drive. The thumb drive (virus free) must be a standard Microsoft Windows (Word, Adobe, Excel etc) compatible format readable by the County; using word processing software that is Windows based, preferably Microsoft Word. Proposer agrees to be fully responsible for any damage caused by any materials submitted to County. Please submit all Proposals to:

Kern County General Services Division
REQUEST FOR PROPOSAL
KERN BIZ GRANT ADMINISTRATIVE SERVICES
1115 Truxtun Ave., 3rd Floor
Bakersfield, CA 93301
Telephone (661) 868-3000

Proposals may be delivered in person, by courier service or by mail to the address indicated above. **ALL PROPOSALS MUST BE SEALED AND RECEIVED BEFORE 11:00 A.M. on Wednesday, April 9, 2025**, at the above office and address. Proposals submitted after the above deadline will not be accepted. It is strongly suggested that any proposers intending to hand deliver a proposal on the last day for submission arrive at the General Services Division third floor main lobby at least ten (10) minutes prior to the proposal receipt deadline to receive a “test” time stamp to validate the official current time. The time stamp clock in the main lobby of General Services will be the official time. Any Proposal received at or after 11:00 a.m. will be returned unopened.

Only one (1) Proposal may be submitted from each proposer. For purposes of this RFP, a proposer is defined to include a parent corporation of the proposer and any other subsidiary of that parent corporation. If a proposer submits more than one (1) Proposal, all Proposals from that proposer shall be rejected.

RFP Proposals are not publicly opened.

H. Withdrawal and Submission of Modified Proposal

A proposer may withdraw a Proposal at any time prior to the submission deadline by submitting a written notification of withdrawal signed by the proposer or his/her authorized agent. The proposer must, in person, retrieve the entire sealed submission package. Another Proposal may be submitted prior to the deadline. A Proposal may not be changed after the designated deadline for submission of Proposals.

EXHIBIT A
SCOPE OF WORK SPECIFICATIONS AND REQUIREMENTS

I. BACKGROUND

Kern County strives to be the best place in the State of California to live and do business. It is a rapidly growing community with a population of more than 917,000 residents and an evolving economy driven by six key industry clusters, as identified in the Comprehensive Economic Development Strategy (CEDS). The County has over 25,000 business establishments, and approximately 85% of those businesses are “small” by definition of having less than ten (10) employees, making small business a crucial aspect of Kern County’s economy.

As a full-service community, Kern County recognizes the need to invest in small business development and help foster a healthier, more equitable entrepreneurial ecosystem that makes it easier to start or grow a business in Kern. By investing in entrepreneurship and small business growth, Kern County simultaneously invests in quality-of-life improvement and allows us to be one step closer to seeing our vision to fruition and to being the best place in the State of California to live and do business. The Kern Biz Facade Improvement Grant Program (“Kern Biz”) is one of the strategic initiatives for business growth.

Therefore, the County of Kern desires to retain professional grant program administration services to assist in implementing Kern Biz. The County Administrative Office, working in the direction of the Board of Supervisors, coordinates the advocacy of the County’s interests and will work closely with the selected Provider to achieve the County’s small business growth policy goals.

II. DESIRED OBJECTIVE(S)

- a. Community Engagement Support.** Collaborate with the County to promote the program and ensure an equitable award distribution process through marketing, workshops, and multilingual support.
- b. Efficient Program Administration.** Ensure a smooth, transparent, and predictable application process that adheres to local, state, and federal regulations while maintaining accurate records. Review applications promptly and disburse funds within set timeframes.
- c. Quality Customer Service.** Serve as a quality customer service excellence model that provides dedicated staff support to applicants for application processing and project management support and promptly addresses inquiries and concerns.
- d. Proactive Project Monitoring.** Work closely with each grantee to verify compliance with all guideline requirements, including verifying contractor credentials.

III. ESTIMATED VALUE/COST

The total allocated budget for grant administration of the Kern Biz program is \$50,000, and proposals should account for completing the scope of work and deliverables outlined in Section V. Scope of Work Description and Deliverables.

IV. BUSINESS AND/OR WORK ENVIRONMENT

The successful Provider will coordinate work with the Economic Development Division team and provide names and contact information for staff who will have access to real-time information regarding the project’s status. The successful Provider will be responsive to all project inquiries and meetings as needed. County staff will have access to all program-related content and documentation as requested in a mutually agreed-upon format.

V. SCOPE OF WORK DESCRIPTION & DELIVERABLES

The County seeks an experienced Provider to administer Kern Biz by delivering high-quality grant administration services. The selected Provider must have expertise in municipal processes, including building codes and construction permitting. The scope of work and deliverables will be in accordance with the targeted objectives for the administration of Kern Biz outlined in Section II Objectives.

A **Monthly Progress Report** must accompany any payment request, detailing accomplishments and evidence of the deliverables outlined below in a mutually agreed-upon format between the Provider and the County.

Table 1. Kern Biz Administration Scope of Work & Deliverables

<p>Objective A. Community Engagement Support Collaborate with the County to promote the program and ensure an equitable award distribution process through marketing, workshops, and multilingual support.</p>	
<p>Deliverables</p>	<p>A1. Publish a program webpage for all program-related content that includes an application submission portal (online and paper-based).</p> <p>A2. Design and distribute promotional materials (brochures, flyers, social media content, website updates).</p> <p>A3. Conduct workshops, webinars, or information sessions for applicants.</p>
<p>Objective B. Efficient Program Administration Ensure a smooth, transparent, and predictable application process that adheres to local, state, and federal regulations while maintaining accurate records. Review applications for completeness and eligibility and Participate in the Kern Biz Evaluation Committee to select grantees. Process fund distributions within set timeframes and based on project completion.</p>	
<p>Deliverables</p>	<p>B1. Establish a system to receive, track, and review applications.</p> <p>B2. Establish a system to process awarded applications, monitor project progress, process grant disbursements, and ensure compliance with all regulatory requirements.</p> <p>B3. Prepare supporting program materials and issue the following: (1) Application checklists and evaluation sheets; (2) Award letters; (3) Grant Agreements with fund disbursement schedules.</p> <p>B4. Participate in weekly/bi-weekly program meetings with the County.</p>
<p>Objective C. Quality Customer Service Serve as a quality customer service excellence model that provides dedicated staff support to applicants for application processing and project management support and promptly addresses inquiries and concerns.</p>	
<p>Deliverables</p>	<p>C1. Establish a system to guide prospective and awarded applicants, including technical assistance on (1) Program eligibility and code compliance; (2) Contractor eligibility and prevailing wage compliance.</p> <p>C2. Maintain standard operating procedures to address inquiries, resolve disputes, coordinate with relevant permitting departments, and reallocate funds if a grantee withdraws or becomes unresponsive.</p>
<p>Objective D. Proactive Project Monitoring Work closely with each grantee to verify compliance with all guideline requirements and provide directions before, during, and upon completion of project execution.</p>	
<p>Deliverables</p>	<p>D1. Implement a system for project management that includes individual project monitoring for each grantee. This will include progress reports, tracking milestones, and compliance metrics for each grantee.</p> <p>D2. Maintain a transparent legal financial tracking system for grant allocations, legal documents, disbursements, and expenses.</p> <p>D4. Take before-and-after photos and retrieve testimony of all completed projects before payment is executed.</p>

VI. CONTRACTOR LICENSING, CERTIFICATIONS & QUALIFICATIONS

The successful Provider (“Contractor”) represents that Contractor has the qualifications and skills necessary to perform the Scope of Services (“services”) under this Agreement competently and professionally. The Contractor’s services will be conducted in accordance with the generally accepted principles and practices applicable to the Contractor’s trade or profession. The Contractor warrants that the Contractor and the Contractor’s employees and sub-contractors are properly licensed, registered, and/or certified as may be required under any applicable federal, state, and local laws, statutes, ordinances, rules, and regulations relating to the Contractor’s performance of the Services. All Services provided pursuant to this Agreement shall comply with all applicable laws and regulations.

VII. CONSTRAINTS TO PROPOSER’S APPROACH AND METHODOLOGY

The administration and staff of the Recipient must not have any felony convictions on their record within the prior 18 months of the date of application nor under any active form of supervision, including but not limited to State Parole, Sheriff’s Parole, Electronic Monitoring Program, any other forms of Virtual Jail, Post Release Community Supervision, Mandatory Supervision, or Felony Probation. The Contractor must fulfill service requirements in accordance with County, CCP, and BSCC policies and procedures, deadlines, and due dates and in accordance with State Laws.

VIII. PERFORMANCE STANDARDS AND QUALITY ASSURANCE

The selected Provider is responsible for administering Kern Biz and must meet the following **performance standards** to ensure efficiency, transparency, and high-quality program delivery.

- a. **Program Administration and Monitoring.** The Provider must maintain a clear and user-friendly application process, ensuring timely review and support for applicants. All projects must comply with local, state, and federal regulations, with proper documentation and anti-fraud measures in place. Applications should be reviewed for completeness and eligibility within forty-five (45) days, and funds should be released promptly after work verification. The Provider must verify contractor credentials and ensure grantee compliance with all program guidelines.
- b. **Project Timelines.** Work must begin and finish within six (6) months of a fully executed agreement. Delays require prior approval and justification, with regular progress updates to ensure accountability.
- c. **Stakeholder Coordination.** The Provider should collaborate with the County, prospective and awarded applications, permitting departments, and contractors to ensure a feasible and successful project completion.
- d. **Performance Metrics.** Application review rates, project completion rates, grant processing times, and community impact should measure success. Regular evaluations and feedback mechanisms should drive continuous improvement.

To ensure high standards, the vendor must comply with the following **quality assurance measures**:

- a. Review Applications.** Verify eligibility, evaluate fairly, and vet contractors.
- b. Ensure Quality Work.** Use licensed, insured contractors; guarantee quality; and address deficiencies before payment.
- c. Monitor Progress.** Track projects, conduct inspections, and enforce design standards.
- d. Ensure Compliance.** Maintain financial records, require expense documentation, and assess long-term project impact.
- e. Support Applicants.** Provide multilingual assistance, a help desk, and a formal complaint resolution process.
- f. Continuously Improve.** Collect feedback, analyze results, and refine the program based on data and community input.

For additional standards, see Section II – Objectives.

IX. SECURITY REQUIREMENTS

The selected Provider must have policies in place that limit employees’ use of shared applications for security measures and a secure server capable of providing encryption for outgoing communication, as required by the HIPAA Security rule. In addition, the potential provider must keep participant records in a secured area and redact social security numbers from paperwork when transmitting data by fax or email.

X. SUMMARY OF DESIRED OUTCOME(S) AND DELIVERABLES

For a more comprehensive list of outcomes, see Section II – Objectives. For an extensive list of deliverables, see Section V – Description and Scope of Work and Deliverables.

EXHIBIT B
SAMPLE MASTER TERMS AND CONDITIONS

1. Insurance

Consultant, in order to protect County and its board members, officials, agents, officers, and employees against all claims and liability for death, injury, loss and damage as a result of Consultant's actions in connection with the performance of Consultant's obligations, as required in this Agreement, shall secure and maintain insurance as described below. Consultant shall not perform any work under this Agreement until Consultant has obtained all insurance required under this section and the required certificates of insurance and all required endorsements have been filed with the County's authorized insurance representative, Insurance Tracking Services Inc. (ITS). Receipt of evidence of insurance that does not comply with all applicable insurance requirements shall not constitute a waiver of the insurance requirements set forth herein. The required documents must be signed by the authorized representative of the insurance company shown on the certificate. Upon request, Consultant shall supply proof that such person is an authorized representative thereof, and is authorized to bind the named underwriter(s) and their company to the coverage, limits and termination provisions shown thereon. The Consultant shall promptly deliver to ITS a certificate of insurance, and all required endorsements, with respect to each renewal policy, as necessary to demonstrate the maintenance of the required insurance coverage for the term specified herein. Such certificates and endorsements shall be delivered to ITS prior to the expiration date of any policy and bear a notation evidencing payment of the premium thereof if so requested. Consultant shall immediately pay any deductibles and self-insured retentions under all required insurance policies upon the submission of any claim by Consultant or County as an additional insured.

- a. Workers' Compensation and Employers Liability Insurance Requirement -- In the event Consultant has employees who may perform any services pursuant to this Agreement, Consultant shall submit written proof that Consultant is insured against liability for workers' compensation in accordance with the provisions of section 3700 of the California Labor Code.

Consultant shall require any sub-contractors to provide workers' compensation for all of the subcontractors' employees, unless the sub-contractors' employees are covered by the insurance afforded by Consultant. If any class of employees engaged in work or services performed under this Agreement is not covered by California Labor Code section 3700, Consultant shall provide and/or require each sub-contractor to provide adequate insurance for the coverage of employees not otherwise covered.

Consultant shall also maintain employer's liability insurance with limits of one million dollars (\$1,000,000) for bodily injury or disease.

- b. Liability Insurance Requirements:

- (1) Consultant shall maintain in full force and effect, at all times during the term of this Agreement, the following insurance:

- (a) Commercial General Liability Insurance including, but not limited to, Contractual Liability Insurance (specifically concerning the indemnity provisions of this Agreement with the County), Personal Injury (including bodily injury and death), and Property Damage for liability arising out of Consultant's performance of work under this Agreement. The Commercial General Liability insurance shall contain no exclusions or limitation for independent contractors working on the behalf of the named insured. The amount of said insurance coverage required by this Agreement shall be the policy limits, which shall be at least one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) aggregate.
- (b) Automobile Liability Insurance against claims of Personal Injury (including bodily injury and death) and Property Damage covering any vehicle and/or all owned, leased, hired and non-owned vehicles used in the performance of services pursuant to this Agreement with coverage equal to the policy limits, which shall be at least one million dollars (\$1,000,000) each occurrence.
- (c) Professional Liability (Errors and Omissions) Insurance, for liability arising out of, or in connection with, the performance of all required services under this Agreement, with coverage equal to the policy limits, which shall not be less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate.
- (2) The Commercial General Liability and Automobile liability Insurance required in this sub-paragraph b. shall include an endorsement naming the County and County's board members, officials, officers, agents and employees as additional insureds for liability arising out of this Agreement and any operations related thereto. Said endorsement shall be provided using one of the following three options: (i) on ISO form CG 20 10 11 85; or (ii) on ISO form CG 20 37 10 01 plus either ISO form CG 20 10 10 01 or CG 20 33 10 01; or (iii) on such other forms which provide coverage at least equal to or better than form CG 20 10 11 85.
- (3) Any self-insured retentions in excess of \$100,000 must be declared on the Certificate of Insurance or other documentation provided to County and must be approved by the County Risk Manager.
- (4) If any of the insurance coverages required under this Agreement is written on a claims-made basis, Consultant, at Consultant's option, shall either (i) maintain said coverage for at least three (3) years following the termination of this Agreement with coverage extending back to the effective date of this Agreement; (ii) purchase an extended

reporting period of not less than three (3) years following the termination of this Agreement; or (iii) acquire a full prior acts provision on any renewal or replacement policy.

- c. Cancellation of Insurance -- The above stated insurance coverages required to be maintained by Consultant shall be maintained until the completion of all of Consultant's obligations under this Agreement except as otherwise indicated herein. Each insurance policy supplied by the Consultant shall not be suspended, voided, cancelled or reduced in coverage or in limits except after ten (10) days written notice by Consultant in the case of non-payment of premiums, or thirty (30) days written notice in all other cases. This notice requirement does not waive the insurance requirements stated herein. Consultant shall immediately obtain replacement coverage for any insurance policy that is terminated, canceled, non-renewed, or whose policy limits have been exhausted or upon insolvency of the insurer that issued the policy.
- d. All insurance shall be issued by a company or companies admitted to do business in California and listed in the current "Best's Key Rating Guide" publication with a minimum rating of A-; VII. Any exception to these requirements must be approved by the County Risk Manager.
- e. If Consultant is, or becomes during the term of this Agreement, self-insured or a member of a self-insurance pool, Consultant shall provide coverage equivalent to the insurance coverages and endorsements required above. The County will not accept such coverage unless the County determines, in its sole discretion and by written acceptance, that the coverage proposed to be provided by Consultant is equivalent to the above-required coverages.
- f. All insurance afforded by Consultant pursuant to this Agreement shall be primary to and not contributing to all insurance or self-insurance maintained by the County. An endorsement shall be provided on all policies, except professional liability/errors and omissions, which shall waive any right of recovery (waiver of subrogation) against the County.
- g. Insurance coverages in the minimum amounts set forth herein shall not be construed to relieve Consultant for any liability, whether within, outside, or in excess of such coverage, and regardless of solvency or insolvency of the insurer that issues the coverage; nor shall it preclude the County from taking such other actions as are available to it under any other provision of this Agreement or otherwise in law.
- h. Failure by Consultant to maintain all such insurance in effect at all times required by this Agreement shall be a material breach of this Agreement by Consultant. County, at its sole option, may terminate this Agreement and obtain damages from Consultant resulting from said breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Consultant, County shall deduct from sums due to Consultant any premiums and associated costs advanced or paid by County for such insurance. If the balance of monies obligated to Consultant pursuant to this Agreement are insufficient to reimburse County for the premiums and any associated costs,

Consultant agrees to reimburse County for the premiums and pay for all costs associated with the purchase of said insurance. Any failure by County to take this alternative action shall not relieve Consultant of its obligation to obtain and maintain the insurance coverages required by this Agreement.

2. Indemnification

Consultant agrees to indemnify, defend and hold harmless County and County's agents, board members, elected and appointed officials and officers, employees, volunteers and authorized representatives from any and all losses, liabilities, charges, damages, claims, liens, causes of action, awards, judgments, costs, and expenses (including, but not limited to, reasonable attorneys' fees of County Counsel and counsel retained by County, expert fees, costs of staff time, and investigation costs) of whatever kind or nature, which arise out of or are in any way connected with any act or omission of Consultant or Consultant's officers, agents, employees, independent contractors, sub-contractors of any tier, or authorized representatives. Without limiting the generality of the foregoing, the same shall include bodily and personal injury or death to any person or persons; damage to any property, regardless of where located, including the property of County; and any workers' compensation claim or suit arising from or connected with any services performed pursuant to this Agreement on behalf of Consultant by any person or entity.

3. Compensation

As compensation for Consultant's satisfactory performance of services, County agrees to pay Consultant the sum of _____ dollars (\$ _____) per month. Payment for Consultant's services shall be promptly processed by County upon Consultant's presentation of claim identifying the services rendered for the period covered by the claim.

4. Term

The term of this Agreement shall be for the period commencing January 1, 2012, and terminating December 31, 2014.

5. Termination

County and Consultant agree that this Agreement shall be immediately terminable if a conflict of interest is determined to exist which would impair the effective performance of services hereunder. Otherwise, either party may terminate this Agreement by providing thirty (30) days written notice to the other party, and such termination is effective on the last day of said thirty (30) day period.

Should notice be given by either party, both parties agree to cooperate during said thirty (30) day period to act in the best interest of the County. Upon termination of this Agreement, neither party shall have any obligations or responsibilities to the other party beyond the effective date of its termination.

6. Assignment

Consultant shall not assign, sublet or transfer this Agreement, or any part hereof. Consultant shall not assign any monies due or which become due to Consultant under this Agreement without the prior express and written approval of the County.

7. Audit, Inspection and Retention of Records

Consultant agrees to maintain and make available to County accurate books and records relative to all its activities under this Agreement. Consultant shall permit County to audit, examine and make excerpts and transcripts from such records, and to conduct audits of all invoices, materials, records of personnel or other data related to all other matters covered by this Agreement. Consultant shall maintain such data and records in an accessible location and condition for a period of not less than three (3) years from the date of final payment under this Agreement, or until after the conclusion of any audit, whichever occurs last. The State of California and/or any federal agency having an interest in the subject of this Agreement shall have the same rights conferred upon County herein.

8. Authority to Bind County

It is understood that Consultant, in Consultant's performance of any and all duties under this Agreement, except as otherwise provided in this Agreement, has no authority to bind County to any agreements or undertakings.

9. Captions and Interpretation

SAMPLE

Paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a party because that party or its legal representative drafted such provision. This Agreement is the product of negotiation and both parties are equally responsible for its authorship. Section 1654 of the California Civil Code shall not apply to the interpretation of this Agreement.

10. Choice of Law/Venue

The parties hereto agree that the provisions of this Agreement will be construed pursuant to the laws of the State of California. This Agreement has been entered into and is to be performed in the County of Kern. Accordingly, the parties agree that the venue of any action relating to this Agreement shall be in the County of Kern.

11. Compliance with Law

Consultant shall observe and comply with all applicable County, state and federal laws, ordinances, rules and regulations now in effect or hereafter enacted, each of which are hereby made a part hereof and incorporated herein by reference.

12. Confidentiality

Consultant shall not, without the written consent of County, communicate confidential information, designated in writing or identified in this Agreement as such, to any third party and shall protect such information from inadvertent disclosure to any third party in the same manner that they protect their own confidential information, unless such disclosure is required in response to a validly issued subpoena or other process of law. Upon completion of this Agreement, the provisions of this paragraph shall continue to survive.

13. Conflict of Interest

Consultant has read and is 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. Consultant agrees that they are unaware of any financial or economic interest of any public officer or employee of the County relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement, the County may immediately terminate this Agreement by giving written notice thereof. Consultant shall comply with the requirements of Government Code section 87100 et seq. during the term of this Agreement.

14. Counterparts

This Agreement may be executed simultaneously in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

15. Enforcement of Remedies

SAMPLE

No right or remedy herein conferred on or reserved to County is exclusive of any other right or remedy herein or by law or equity provided or permitted, but each shall be cumulative of every other right or remedy given hereunder or now or hereafter existing by law or in equity or by statute or otherwise, and may be enforced concurrently or from time to time.

16. Nonwaiver

No covenant or condition of this Agreement can be waived except by the written consent of County. Forbearance or indulgence by County in any regard whatsoever shall not constitute a waiver of the covenant or condition to be performed by Consultant. County shall be entitled to invoke any remedy available to County under this Agreement or by law or in equity despite said forbearance or indulgence.

17. Representations

Consultant makes the following representations which are agreed to be material to and form a part of the inducement for this Agreement:

- a. Consultant has the expertise, support staff and facilities necessary to provide the services described in this Agreement; and

- b. Consultant does not have any actual or potential interests adverse to County nor does Consultant represent a person or firm with an interest adverse to County with reference to the subject of this Agreement; and
- c. Consultant shall diligently provide all required services in a timely and professional manner in accordance with the terms and conditions stated in this Agreement.

18. Severability

Should any part, term, portion or provision of this Agreement be decided finally to be in conflict with any law of the United States or the State of California, or otherwise be unenforceable or ineffectual, the validity of the remaining parts, terms, portions, or provisions shall be deemed severable and shall not be affected thereby, provided such remaining portions or provisions can be construed in substance to constitute the agreement which the parties intended to enter into in the first instance.

19. Signature Authority

Each party has full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement.

20. Sole Agreement

This document, including the attachments hereto, contains the entire agreement of the parties relating to the services, rights, obligations and covenants contained herein and assumed by the parties respectively. No inducements, representations or promises have been made, other than those recited in this Agreement. No oral promise, modification, change or inducement shall be effective or given any force or effect.

21. Compliance with IRCA

Consultant acknowledges that Consultant, and all subcontractors hired by Consultant to perform services under this Agreement, are aware of and understand the Immigration Reform and Control Act ("IRCA"). Consultant is and shall remain in compliance with the IRCA and shall ensure that any subcontractors hired by Consultant to perform services under this Agreement are in compliance with the IRCA. In addition, Consultant agrees to indemnify, defend and hold harmless the County, its agents, officers and employees, from any liability, damages or causes of action arising out of or relating to any claims that Consultant's employees, or the employees of any subcontractor hired by Consultant, are not authorized to work in the United States for Consultant or its subcontractor and/or any other claims based upon alleged IRCA violations committed by Consultant or Consultant's subcontractor(s).

22. No Third Party Beneficiaries

It is expressly understood and agreed that the enforcement of these terms and conditions and all rights of action relating to such enforcement, shall be strictly reserved to County and Consultant. Nothing contained in this Agreement shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of County

and Consultant that any such person or entity, other than County or Consultant, receiving services or benefits under this Agreement shall be deemed an incidental beneficiary only.

23. Amendments

This Agreement represents the full and complete understanding between the parties, and may only be modified or amended by a written agreement signed by both parties.

24. Political/Religious Activity

No person performing any service or providing any goods designated under this Contract shall participate in any political or religious activity on County time or in any manner involving the use of county property or expenditure of public funds nor conveying the implication of County endorsement or support for a candidate for local, state, or federal office.

Notwithstanding the foregoing, nothing in this Contract shall be construed to unlawfully limit an individual's Constitutional rights. Accordingly, the limitations contained in this section are for the sole purpose of preventing proselytizing and politicking while engaged in the performance of services under this Contract.

25. Communications

Communications in writing made pursuant to this Agreement shall be addressed as follows:

Consultant

County of Kern

EXHIBIT C
KERN BIZ FACADE IMPROVEMENT GRANT PROGRAM GUIDELINES



Kern Biz

FACADE IMPROVEMENT GRANT PROGRAM GUIDELINES & APPLICATION PROCESS



Kern County Administrative Office
1115 Truxtun Avenue, 5th Floor
Bakersfield, CA 93301
Phone: (661) 868-3198
Email: CAOmailbox@kerncounty.com
www.kerncounty.com/economicdevelopment

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Exhibit C Sample

Program Overview

Kern County is seeking qualified service providers to administer the Kern BIZ Façade Improvement Grant Program (“Kern Biz”). Kern Biz is designed to support investment for storefront businesses in commercial corridors, enhance security measures, and promote public benefits within Kern’s unincorporated communities by providing grants to small business owners and property owners to improve the exterior and interior of their commercial properties. The program is intended to encourage economic development and reduce blight by enhancing the physical appearance and commercial viability of storefront businesses. The County has allocated \$40,000 per Supervisorial District for the 2025-2026 fiscal year to support this program. This one-time, competitive grant offers flexible funding of up to \$10,000 per project for a wide range of activities.

Program Objectives

- 1. **Support Local Businesses.** Provide financial assistance to small businesses and property owners to upgrade their storefronts, increasing customer attraction and foot traffic.
- 2. **Boost Economic Development & Revitalization.** Stimulate local economic activity by increasing property values, attracting new businesses, and encouraging private investment in commercial, industrial, and mixed-use areas.
- 3. **Promote Public Safety.** Improve lighting, signage, and overall visibility to enhance pedestrian safety and reduce crime in business districts.
- 4. **Strengthen Community Identity.** Foster a sense of pride and engagement among business owners and residents by revitalizing neighborhood commercial spaces.

Figure 1. Application Process

- 1. **Program Release** Read through the Kern Biz Grant Program Guidelines to understand the program, its requirements, and application/reimbursement processes.
- 2. **Technical Assistance** Contact [VENDOR INFORMATION] at (661)-123-3456 or vendor@gmail.com for all program and application related questions. Applicants may also schedule an appointment or visit [VENDOR] during office hours for additional support.

3. Applications Due Submit a complete application with required attachments by [DUE DATE AND TIME] Incomplete applications will not be considered for funding.

4. Review & Scoring Applications will be reviewed for completeness by [VENDOR] and scored for award consideration by the Evaluation Committee. All applicants will receive written notification of their grant selection results.

5. Grant Agreement A grant agreement will be finalized with the County before project work begins.

6. Start Project Once the mandatory agreement is finalized, work may begin.

Eligible Applicants

Eligible Applicants include only privately owned businesses located within Kern County's unincorporated communities. Private Businesses must meet the following requirements:

1. A legal business entity, such as a Sole Proprietorship, Partnership, Corporation, or Limited Liability Company.
2. The business' fixed office or distribution point must be in and have a street address within unincorporated Kern County for at least six (6) months prior to the submission of a grant application. Applicants should refer to the [Interactive County Map Tool](#) to determine if their business is located within unincorporated Kern County.
3. The business must credit all sales tax generated from the business to its business location in Kern County.
4. Recipient(s) must be owners or tenants of commercial, industrial, mixed-use property.

Eligible Activities

Grant proceeds are to be used for the eligible activities described below. All improvements shall conform to all County Codes, Zoning Ordinance, and applicable Design Guidelines. The project must include exterior improvements that are visible to the public and improve the property.

The grant can fund Façade Improvements (exterior building improvements), Site Enhancements (nonstructural improvements), and Security Site Enhancements.

1. Exterior Façade Improvements

The project must include exterior improvements that are visible to the public and improve the property. All exterior improvements, made possible by the receipt of grant funds, shall remain with the property on which the improvements were initially constructed. The grantee may request permission from the Economic Development Division team to remove or relocate the exterior improvements. Eligible façade improvements include:

- Exterior Painting
- Signs
- Siding
- Windows
- Exterior Walls
- Doors
- Accessibility Improvement
- Exterior Shutters/Awnings
- Exterior Stairs, Porches, Railings and Exit Facilities
- Lighting
- Roofing

2. Site Enhancements

The project includes site enhancements to improve aspects of a property unrelated to the structure that adds curb appeal and value to the property. All site improvements, made possible by the receipt of grant funds, shall remain with the property on which the improvements were initially constructed. Eligible site improvements include:

- Construction of Outdoor Dining or Gathering Spaces
- Parking Lot Reconstruction
- Landscaping
- Shade Structures
- Outdoor Furniture
- Walkways (sidewalks, pavers, plazas, or other improvements for pedestrian use)
- Fencing
- Development Fees (transportation, building permit, water and sewer connection, and planning)
- Demolition of Blighted or Chronic Nuisance Property

3. Site Security Improvements

The project includes financial assistance for specific security improvements. The maximum funding available for an applicant with qualified improvements is \$5,000. Eligible site security improvements include:

- Alarm Systems (install only; grant does not fund long-term monitoring)
- Security Cameras (including purchase, installation, and related electrical work)
- Lighting (including purchase, installation, and related electrical work)
- Smashed window repairs (attach copy of filed police report)

Ineligible Projects

It is not the purpose of the program to finance ongoing improvements which could be considered part of a building's routine maintenance and upkeep; each eligible improvement shall be funded only once by the program. The Assistant County Administrative Officer reserves the right not to authorize funding for any project(s) that they assess does not support the objectives of the Program.

Other ineligible expenses include:

- Improvements that were completed prior to execution of a grant agreement
- Administrative, accounting, and legal costs
- Extermination of insects, rodents, vermin, and other pests
- Title reports and escrow fees (not related to property acquisition)
- Refinancing existing debt
- Working capital for businesses
- Environmental assessments
- Operational costs
- Nonvisible mechanical equipment (including HVAC, etc.) and related screening
- Temporary, portable, or non-permanent improvements
- Routine maintenance and repair
- Purchase of tools/equipment
- Political/religious signage
- Security improvements that include equipment providers/manufacturers/service providers or any subsidiaries or affiliates of such entities (per H.R. 3919, the Secure Equipment Act of 2021 to include, but not limited to, Huawei Technologies Company, ZTE Corporation, Hytera Communications, Hangzhou Hikvision Digital Technology Company, Dahua Technology Company)

- New construction projects and buildings occupied by the following types of businesses are ineligible for funding: gun stores, pawn shops, check cashing businesses, liquor stores, adult businesses, cigarette stores, video game and gambling establishments.

Program Requirements

1. **Compliance with Laws.** Grant recipients are required to, at their sole cost, promptly comply with all applicable federal, state and local laws, rules, and regulations. Improvements shall conform to all County of Kern Codes, Ordinances, Permits, Site Plan Review, and applicable Design Guidelines. It is recommended to consult with the County's Planning and Natural Resources Department, and Public Works Departments before completing the application.
2. **Insurance.** At a minimum, grant recipients are required to maintain general liability insurance in the amount of \$1,000,000 and worker's compensation and employer's liability insurance.
3. **Licensed Contractor.** It is the grant recipient's sole responsibility for choosing and hiring the contractor, and the acceptance of the materials used, the work performed, and quality of workmanship of the property improvements. All Contractors funded with grant funds must have an appropriate and valid California Contractor's license.
 - a. Contractors must comply with the California Labor Code, including but not limited to requirements regarding hours of labor, nondiscrimination, payroll records, apprentices, worker's compensation, and prevailing wages, when required.
4. **Prevailing Wages.** Activities under this grant may be subject to California prevailing wages. Generally, any public works project involving construction, alteration, demolition, installation maintenance, or repair work done under contract and paid for in whole or in part with public funds (i.e. local tax revenue), is subject to prevailing wage. However, public works projects for new construction, alteration, installation, demolition or repair projects, prevailing wages are not required to be paid for projects of \$25,000 or less, or \$15,000 or less when the project is for maintenance work.
5. **Landlord Consent.** Business owners who are tenants of a building (minimum three-year lease) must provide written consent from the building owner for all proposed improvements. In addition, the grant application must be signed by the property owner.
6. **Administrative, Financing/Accounting and Legal Costs:** Administrative, financing/accounting and legal costs may not be included in the total project cost. Grant recipients are responsible for all administrative, financing/accounting, and legal costs.

7. **Future Physical Maintenance and Operation:** Future physical maintenance and operational costs may not be included in the total project cost. Grant recipients are responsible for all future physical maintenance and operational costs.

Application Instructions & Submittal

Applicants should consult [VENDOR] about project eligibility and verification that they have complete application prior to submission. Contact [VENDOR INFORMATION] at (661)-123-3456 or vendor@gmail.com with all program- and application-related questions. Applicants may also schedule an appointment or visit [VENDOR] during office hours for additional support.

The Kern BIZ Application Form is publicly available on the [Program Website]. The Application Form must be completed in its entirety, printed, originally signed, and submitted with additional and required attachments to:

[VENDOR]
123 Street, Bakersfield, CA 93301

Please be advised, application for the 2025/2026 fiscal year are due [DUE DATE AND TIME].

Application Review & Selection Process

The Kern Biz Grant Program is a one-time competitive grant funding process. Applications will be reviewed by [VENDOR] for completeness and compliance with all program guidelines and scored for award consideration by the Evaluation Committee. All applicants will receive written notification of their grant selection results. Grants will be awarded only in amounts appropriate to the scope of eligible project activities.

There is a limitation of one application per business owner and a total request not to exceed \$10,000.

Following notification of project selection, a grant agreement (“Agreement”) is prepared for applicant review and signature. Grant award is not final until the agreement is approved by the County. The Agreement is the legal document which outlines the legal requirements of the grant and includes amount of Grant funds; a detailed project description outlining the scope of work to be completed; project budget and schedule; and the terms and conditions associated with the grant funding. **To be eligible for reimbursement, a Grant Agreement must be executed before work commences.**

The application selection process consists of (1) a threshold review and (2) project rating and selection.

1. **Application Review:** [VENDOR] will screen all applications for completeness and compliance with all program guidelines without awarding points. An application must meet all guideline requirements to

qualify for the second stage of the selection process. Applications that do not meet all the guideline review requirements will be notified in writing of ineligibility.

2. **Application Selection:** The project rating and selection process will be conducted by a review team, the Kern BIZ Evaluation Committee (“Evaluation Committee”). The Evaluation Committee is comprised of two representatives from the County Administrative Office, [VENDOR], and a representative from each Supervisorial District. The Review Committee will use the Evaluation Criteria described in the next section.

Evaluation Criteria

The Kern Biz Program is a one-time competitive process. Each project application will be evaluated on merit and impact to the community. Applications that meet more of the following program objectives will be given the highest scores:

Evaluation Criteria	Highest Score Possible
Project Description, Plan & Readiness. Project is coherent and feasible to implement within specified timeframe.	30
Community Benefits. Project offers a community benefit by enhancing or revitalizing the commercial district. Location of the proposed project is a contributing factor.	25
Project Budget. Budget is coherent and clearly details the scope and cost of eligible activities. Applicant offers additional “match” funding or in-kind resources to enhance the scope of the project	25
Small Business Growth. Supports the growth and development of a local small business with less than 25 employees.	10
Administrative Capacity. Ability to comply with the Kern Biz Program Guidelines & Grant Agreement	10
Total	100

Grant Agreement

Once the Evaluation Committee completes its evaluation of all applications, awardees will be notified in rank order per Supervisorial District. The Evaluation Committee will make funding recommendations, within the parameters defined above, to the Assistant County Administrative Officer who will make final award decisions based upon their judgment of the overall quality of proposed projects and their consistency with the Kern Biz Façade Improvement Grant Program. The Assistant County Administrative Officer reserves the right to some flexibility in making specific funding decisions, if those decisions, best serve the interest of the program and the program recipients.

Following notification of project selection, a grant agreement (“Agreement”) is prepared for each funded project. **Notification of project selection does not imply approval of all activities, specific costs proposed, or proposed timelines.** During the Agreement negotiation period, proposed activities, additional resources, administrative costs, and other aspects of the project which were identified during the rating process will be discussed and resolved. The Agreement, once negotiated, is the legal document which governs the administration of the grant and includes:

1. The amount of Kern BIZ Grant funds awarded, and source of other funds committed to the project.
2. A detailed project description outlining the scope of work to be completed.
3. A detailed budget for implementation of project activities.
4. The schedule for implementation of project activities.
5. The general and special terms and conditions associated with the grant.

Kern BIZ Grant Program funds will not be released until the Agreement has been fully executed, and other contingencies which may be outlined are resolved. The agreement may be canceled, or a breach may be found to exist if the applicant does not comply with the provisions of the grant agreement, with all Kern County provisions, or with the other applicable rules and regulations. The County will withhold payment until compliance is obtained. In the event of a cancellation, the County shall not be responsible for any reimbursement or payment to Applicant, Contractor, or Sub-Contractor.

The County reserves the right to cancel or modify this Program at any time prior to grant approval, without notice. Continuation of the Program is subject to sufficient funding as appropriated by the Board of Supervisors.

Reimbursement Process

After the Grant Agreement has been executed and all necessary permits have been issued, work may proceed. Grants are distributed to awarded applicants on a reimbursement basis after the project is complete and submission of the Reimbursement Request Form (Attachment “A”) to the [VENDOR]. The [VENDOR] may authorize an advance of funds not to exceed ten percent (10%) of the grant award upon demonstration of

financial hardship. Any changes to the activities funded by the grant must be approved by the [VENDOR], in writing.

County Staff will inspect the work for compliance with County Codes and conformance with the design plans approved for the project. Reimbursement requires a receipt or proof that each eligible cost was paid. The [VENDOR] shall make payment to the applicant after the [VENDOR] has received satisfactory proof of payment including but not limited to receipts, estimates, invoices, of eligible costs AND copies of checks, bank statements, accounting ledgers, etc. Accounting numbers and similar information should be redacted.

Upon receipt of evidence documenting actual project costs, the [VENDOR] shall have thirty (30) days to review. After all requirements set forth above are met, the County shall issue a check for reimbursement of costs incurred, of the amount awarded as outlined in the Grant Agreement.

Applicants do not have to be in complete code compliance at the time of application for the program, but must be compliant on the building, site or public improvements before reimbursement can be made to the business. An applicant may not be eligible for have a delinquent bill or outstanding lien issued by the County.

[VENDOR] will ensure project compliance with the Public Works and Planning & Natural Resources Departments to conform with all County of Kern Codes, Ordinances, Permits, Site Plan Review, and applicable Design Guidelines. There will be a delay in reimbursement if any work was done out of compliance with County Code.

Eligible grant funded improvements or business costs must be completed within (six) 6 months of execution of the grant agreement. If the applicant intends to ask for a grant extension, please submit a request in writing at least thirty (30) days prior to expiration of the grant. An extension may be granted or denied at the discretion of the Assistant County Administrative Officer.

Attachments

Attachment A – Kern BIZ Application

Attachment B – Reimbursement Request Form

Attachment A – Kern BIZ Application

Exhibit C Sample

Kern BIZ Grant Program Application

Interested applicants should first refer to the Kern BIZ Grant Program Guidelines publicly available on Program Website.

Please fill out this application completely, print, originally sign, and submit required attachments to:

[VENDOR]

123 Street, Bakersfield, CA 93301

For questions, please [VENDOR] at (661)-123-3456 or vendor@gmail.com.

Step 1. Business Owner Information

Full name:	_____	Date:	_____
Address:	_____	Phone:	_____
	<i>Street address</i>		<i>Apt/Unit #</i>
	_____	Email:	_____
	<i>City</i>	<i>State</i>	<i>Zip Code</i>

Please list the names and phone numbers of all other business owners, as applicable.

Name (1)	_____	Phone:	_____
Name (2)	_____	Phone:	_____

Step 2. Business Description & Eligibility

Business Name:	_____	Tax ID:	_____
Business Address:	_____	Date Established:	_____
	<i>Street address</i>		<i>Unit #</i>
	_____	Industry:	_____
	<i>City</i>	<i>State</i>	<i>Zip Code</i>

Assessors' Parcel Number(s): _____

How long have you been doing business at this location? _____

Business Entity: Sole Proprietorship Partnership Corporation Limited Liability Company

Please provide a general description of your business and the products sold, or services provided.

Are you the property owner or tenant? Property Owner Tenant

If tenant, provide a copy of the lease agreement and fill in the Property Owner information below:

Full name:	_____	Phone:	_____
Address:	_____	Email:	_____
	<i>Street address</i>	<i>Apt/Unit #</i>	

	<i>City</i>	<i>State</i>	<i>Zip Code</i>

Step 3. Grant Request & Project Information

Complete description below in its entirety, attach additional pages/supporting documentation as necessary.

Select one type of eligible activity for grant funding consideration.

- Exterior Façade Improvement Site Enhancement Site Security Improvement
- Select Type from Dropdown List Select Type from Dropdown List Select Type from Dropdown List

- Is there an active code enforcement case on the property? No Yes
- If "Yes," will the proposed project address the code violation? No Yes N/A

Project Description, Plan, and Readiness (30 POINTS). Provide a detailed project description. Explain your project plan, readiness, and ability to complete the project within a six (6) month timeframe (unless extension is granted). Explain how you will obtain the necessary permits to complete the project and corresponding agencies. Explain your ability to proceed with the project upon notification of award.

Project Description/Community Benefit (25 POINTS). Describe how the proposed project offers a community benefit by enhancing or revitalizing the commercial district.

Project Budget (25 POINTS). Describe each eligible activity and associated costs ONLY for the Kern BIZ Grant Program expenses and Budget Narrative below.

Grant Funded Activities

Eligible Activity	Cost (\$)

TOTAL GRANT AMOUNT REQUEST: _____ \$ _____

Please Be Advised: For projects over \$25,000, all labor costs need to include California Prevailing Wages if estimates provided, see program guidelines for more information.

ANTICIPATED START DATE: _____
PROJECT COMPLETION DATE: _____

Budget Narrative. Explain the eligible activities and associated costs above. Please explain if the applicant will offer a Cash Match or any in-kind resources/funding to enhance the scope of the project. Will the applicant contribute any funding to enhance the scope of the project?

Total Cost of Project: _____ \$ _____

Small Business Growth (10 POINTS). Describe how participating in this Program will help support your business growth.

Please list the number of employees your business directly employs:

Full-time:

Seasonal Full-time:

Part-time:

Seasonal Part-time:

Administrative Capacity (15 POINTS). Explain the applicant's ability to comply with the Kern Biz Program Guidelines and Grant Agreement. Describe the applicant's ability to manage Kern BIZ grant funds if awarded.

Step 4. Certification

I, the undersigned, certify that to the best of my knowledge and belief, data in this application is true and correct, and that I will comply with all applicable Local, State and Federal laws and regulations in implementing the proposed project if it is selected for funding. I have read and understand the Kern BIZ Grant Program Guidelines and accept them. I acknowledge that I am responsible for ensuring that contractors will be licensed, and all necessary permits will be obtained. I certify I am qualified and will use Kern BIZ program funds as stated in this Application and will abide by such conditions set forth in this Application and Kern BIZ Grant Program Guidelines and all reasonable conditions which may be issued by the County of Kern in the implementation of this project.

By signing below, I also certify that I am authorized to submit this application for an EOA Program Grant on behalf of the aforementioned business.

Business Owner(s):

Print Name:

Date:

Signature:

Print Name:

Date:

Signature:

If the Business Owner is a Tenant, the Property owner must complete Property Owner Certification below.

I, the undersigned, Owner of the property located at _____, have reviewed and approve the proposed improvement project requested for funding in this application. As the legal owner of the above property, I hereby grant authorization to complete the improvements/rehabilitation indicated on this application.

Property Owner(s):

Print Name:

Date:

Signature:

Print Name:

Date:

Signature:

Attachment B – Reimbursement Request Form

Exhibit C Sample

