Rebuilding Together Silicon Valley – Prequalified Contractor Application & Agreement

Rebuilding Together Silicon Valley

Thank you for your interest in becoming a prequalified contractor for Rebuilding Together Silicon Valley. This document highlights the basic requirements and criteria of our pre-qualified contractors. Please take a moment to print and fill out this document in its entirety. Completed applications and proof of items listed below can be faxed to 408-578-9359, or emailed to DeLinda Yatskevich at delinda@rtsv.org.
If you have any questions, give us a call at 408-578-9519.

Contractor Information

Company Name _____ Date _____

Main Contact Person _____ Email address_____

Business Address _____

Business Phone #_____ Cell Phone #_____

CA Contractor License # _____ License Class _____

Is your company a ☐ Minority-Owned Business? ☐ Woman-Owned Business? ☐ Section 3 Business?

Do you have any of the following CA Contractor Specialty (Class C) license designations? (Please check all that apply)

☐ Painting (C33) ☐ Plumbing (C36) ☐ HVAC (C20) ☐ Roofing (C39) ☐ Electrical services (C10)

Contractor Requirements	Please Initial
Contractor must hold a current and valid State of CA contractor's license*/**	_____
Contractor must be in good standing with State of CA	_____
Contractor cannot be on State/Federal Debarred Contractors list**	_____
Contractor must have business license in the city which they operate	_____
Contractor must have current/valid General Liability and Workers Comp Insurance (also see Exhibit A)*	_____
Contractor must possess RRP certification and be Lead-Safe Certified*	_____
Contractor must provide at least a one-year warranty for all work per state regulations	_____

**Please provide proof of these items and your W-9 (see attached) along with this form.*

***RTSV will confirm and attach documentation.*

Contractor Attributes

RTSV continually monitors the following areas throughout the year in order to identify vendors that demonstrate the following attributes. As a result, our contractor partners that continually adhere to these attributes are rewarded with more work. Please take a moment to better understand these attributes of a partner contractor:

- Understanding of RTSV Mission & Goals – We are a non-profit that primarily serves elderly and disabled homeowners through home repairs at no cost to applicants. We expect that the vendors (and their employees) we contract with will understand RTSV's mission in order to better respond and serve our clients.
- Competitive Pricing – As responsible stewards of all monies that are donated and awarded to us, we closely monitor our sub-contractor projects for continued competitive pricing. Discounts are tax-deductible.
- Quality of Work/Service – RTSV has provided free home repair services to our clients for over 33 years. Our greatest tool in outreach is client word-of-mouth. Within the community which we serve, our credibility and quality of work is key for our continued success and a criterion of our vendor relationship that is continually monitored.

- Customer Service – As a sub-contractor, you represent our organization. We expect that your technicians/staff who interact with our clients adhere to a high quality of client customer service.
- Communication –We encourage and expect open and efficient communication lines with our vendors. In addition, we expect that your technicians/staff who interact with our clients will follow a mutually agreed upon communication protocol with our clients.
- Timing – Due to the nature of repairs that are sub-contracted, timing is very important to our program. A repair response timeline that is mutually agreed upon will be established prior to engagement with a vendor.
- Using staff, not subcontractors – We prefer to use contractors that employ in-house staff versus using subcontractors.
- No upselling – Upselling to our clients is not tolerated.
- Mobile Home Experience – A large portion of the homes we service are mobile homes. It is important for our contractor partners to have experience or be willing to work on mobile homes.
- Multilingual Support - Many of our clients speak English as a second language. Multilingual support is a plus.
- Engagement in RTSV volunteerism – Volunteers are at the core of how we make a difference in our community. Any amount of donated labor is welcome…plus it is tax-deductible!

Contractor Acknowledgement and Agreement

I have read this document in its entirety and would like to be considered as a prequalified contractor for Rebuilding Together Silicon Valley. By signing below, I am agreeing to the following:

- Contractor will perform work and services in the construction industry, hold themselves out to the public as available to provide the same or similar services to other parties and either (a) have no employees or (b) have provided concurrent certificates of Workers' Compensation insurance. (See Exhibit A)
- Contractor is licensed to perform the Work and shall obtain all required licenses and building permits from the appropriate local municipality Department of Licenses and Inspections and will do so as required on all projects for which they are hired. Contractor is not under suspension or debarment by the State of California or any governmental entity, instrumentality, or authority, and is in compliance and will maintain compliance with all applicable federal, state and local laws, regulations and policies relating to the Work, including nondiscrimination and sexual harassment. Contractor will immediately notify RT if the foregoing sentence becomes incorrect in any respect during the term of this Agreement.
- Contractor will defend, indemnify and hold harmless Rebuilding Together Silicon Valley, Rebuilding Together, Inc., the building site owner, and all of their respective directors, officers, employees, representatives and agents from all liability, loss, expense, cost or damage whatsoever, including costs and expenses of enforcement, settlement and third party agents (collectively, "Losses"), from any cause that may arise in whole or in part from Contractor's breach of any Contract Document or negligent or wrongful performance of the Work, or the use of Rebuilding Together Silicon Valley's premises by Contractor, its employees, subcontractors, representatives or invitees, regardless of whether or not such Loss is caused in part by a party indemnified hereunder. In no case shall the indemnification obligation under this Section shall be limited by any limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.
- Contractor will have their insurance company issue the required certificates and endorsements to Rebuilding Together Silicon Valley and to Rebuilding Together, Inc., naming both entities as additional insureds.
- Contractor shall provide before and after photos of their work. Photos, signed paperwork, and copies of relevant, signed off permits will be required before payment can be issued.
- At the completion of the Work, the Contractor shall remove their tools, construction equipment, machinery, and surplus material; and shall properly dispose of waste materials.
- The Contractor shall warrant that all repairs shall be free from defects in material and workmanship for a period of at least one year from the date of completion by the Contractor or the length of any applicable builders' statute or other construction defect law, whichever is longer.
- The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs related to the Work, including all those required by OSHA and all other laws in connection with performance of the

Work. The Contractor shall take reasonable precautions to prevent damage, injury, or loss to employees on the Work and other persons who may be affected thereby, the Work and materials and equipment to be incorporated therein, and other property at the site or adjacent thereto.

- Choice of Law - This agreement shall be governed and construed in accordance with the laws of the California. To the maximum extent permitted by law, each party hereby irrevocably and unconditionally waives its right to trial by jury with respect to any matter related to or arising out of a Contract Document.
- Force Majeure - If either party is prevented from performing any of its duties and obligations hereunder (other than duties or obligations with respect to payment) in a timely manner by reason of any act of God, strike, labor dispute, flood, tsunami, act of war or terrorism, or any other reason beyond its reasonable control, such condition shall be deemed to be a valid excuse for delay of performance or for nonperformance of any such duty or obligation for the period during which such condition exists.

_____ _____

Print Name Date

_____

Signature

Comments: _____

_____

_____

_____

_____

Since our establishment in 1991, Rebuilding Together Silicon Valley has renovated over 5,700 homes and community facilities. Our work preserves affordable housing by transforming homes and lives through critical repairs and accessibility modifications for low-income homeowners and community centers at no cost to the service recipient. The majority of the low-income homeowners we serve are older adults and/or people with disabilities who are physically and financially unable to maintain safe and warm living conditions for themselves and their families. Our impact extends beyond the individuals served to revitalize and stabilize vulnerable neighborhoods in our community.

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

☐☐☐ – ☐☐ – ☐☐☐☐

or

Employer identification number

☐☐ – ☐☐☐☐☐☐☐

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here **Signature of U.S. person** ▶ **Date** ▶

General Instructions

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

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9.*

Purpose of Form

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

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

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

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

Exhibit A

Rebuilding Together Silicon Valley and Rebuilding Together, Inc

INSURANCE REQUIREMENTS

In compliance with the insurance requirements of Rebuilding Together Silicon Valley, please provide Certificates of Insurance with Endorsements, as noted below:

Workers' Compensation & Employer's Liability *(if you are required to have)*:

1. Policy to be amended to state THIRTY (30) days prior written notice of cancellation to be given to REBUILDING TOGETHER SILICON VALLEY.
2. Employer's Liability for not less than $500,000 per Person/Accident
3. Waiver of Subrogation in favor of REBUILDING TOGETHER SILICON VALLEY *and* REBUILDING TOGETHER, INC.

Comprehensive General, Automobile Liability Insurance:

1. With Bodily Injury and Property Damage Liability limits of not less than $1,000,000 each occurrence/$2,000,000 aggregate.
2. Your policy must include Premises/Operations, Products & Completed Operations, Personal & Advertising Injury and Contractual Liability coverage. Contractor's Pollution and Professional Liability required if applicable to contract.
3. Business Auto liability for limits not less than $500,000 if Contractor owns one vehicle and $1,000,000 per accident if Contractor owns more than one vehicle.
4. Rebuilding Together *Silicon Valley* and Rebuilding Together Inc., and their respective directors, officers, employees, representatives, and agents shall be named as Additional Insureds and the proper endorsement attached. CG 2010 or comparable form and CG 2037 for Products/Completed Operations must be attached.
5. Your policy must be endorsed as follows: This policy shall be primary and not contributing with any other insurance in effect for the Additional Insureds shown in #4 above and include a Waiver of Subrogation in favor of REBUILDING TOGETHER SILICON VALLEY and REBUILDING TOGETHER, INC.
6. Policy to be endorsed to state THIRTY (30) days prior written notice of cancellation to be given to REBUILDING TOGETHER *SILICON VALLEY* and REBUILDING TOGETHER, INC

All Certificates & Endorsements are to be addressed and sent to REBUILDING TOGETHER SILICON VALLEY at:

1701 S. 7th Street #10
San Jose, CA 95112
FAX:408-578-9539
DeLinda@rtsv.org