

**REQUEST FOR PROPOSALS (RFP)  
FOR  
Food Service**

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*Request for Proposal Number: EHS 2021-004  
November 8, 2021*

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

Closing Date: 2:00 pm, December 3,  
2021

**REQUEST FOR PROPOSALS (RFP):**  
**Food Services**  
**GENERAL CONDITIONS**

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I. **Purpose:** This Request for Proposals (RFP) is to obtain the services of a qualified Vendor (“Vendor”) to provide food service for 8 locations for the Early Head Start Program (infants and toddlers) for Community Action Partnership of Kern (“CAPK”) in the Stockton, CA area.

II. **Proposal Submission Information**

A. **Closing Date:** Proposals must be submitted no later than **2:00 p.m., December 3, 2021.**

B. **Inquiries:** Inquiries concerning this RFP should be directed to the Business Services Department, at [procurement@capk.org](mailto:procurement@capk.org).

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

D. **Proposal Submission Instructions to Vendors:** Your proposal should be addressed as follows:

Community Action Partnership of Kern (CAPK)  
RFP # EHS 2021-004  
ATTN: Business Services  
5005 Business Park North  
Bakersfield, CA 93309  
Or via email to [procurement@capk.org](mailto:procurement@capk.org)

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

**Expected Timelines:**

	Date(s)	Event
1	November 9, 2021	RFP Released to public
2	November 15, 2021	Due date for Vendor questions
3	November 22, 2021	Responses to Vendor questions emailed to Vendors
4	<b>December 3, 2021 by 2:00 pm</b>	<b>DUE DATE FOR PROPOSALS FROM VENDORS</b>
6	December 15, 2021	Board Approval
7	January 1, 2022	Contract award and execution

- E. **Right to Reject:** CAPK reserves the right to reject any and all proposals received in response to this RFP. The Contract for the accepted proposal will be based upon the factors described in this RFP. CAPK reserves the right to waive any and all informalities or irregularities in any proposal.
- F. **Confidentiality:** The Vendor agrees to keep the information related to negotiations in strict confidence. Other than the reports submitted to CAPK, the Vendor agrees not to publish, reproduce or otherwise divulge such information in whole or in part, in any manner or form or authorize or permit others to do so, taking such reasonable measures as are necessary to restrict access to the information, while in the Vendor's possession, to those employees on the Vendor's staff who must have the information on a "need-to-know" basis. The Vendor agrees to immediately notify, in writing, CAPK's authorized representative in the event the Vendor determines or has reason to suspect a breach of this requirement.
- G. **Notification of Award:** CAPK anticipates but does not guarantee that a Contract will be awarded on January 1, 2022. Award will be made to the most responsible Vendor whose service, experience and approach to the project are most compatible with the CAPK's needs. CAPK will be the sole judge in making this determination.
- H. **Small, Women and/or Minority-Owned Business:** Efforts will be made by CAPK to utilize small businesses, women and minority-owned businesses, with the consideration that the primary responsibility is the most favorable return to CAPK.  
  
A Vendor qualifies as a small business firm if it meets the definition of "small business" as established by the Small Business Administration (13 CFR 121.201).
- I. **Price:** All prices and quotations must be typed or written in ink utilizing attached bid form. No erasures or correction fluid is permitted. Errors may be crossed out and corrections printed in ink by the person signing the proposal.

**ENCLOSED BID FORM IS TO BE SUBMITTED WITH PROPOSAL**

**IV. SPECIAL CONDITIONS**

**A. Background:**

Community Action Partnership of Kern (CAPK) San Joaquin Early Head Start (EHS) program participates Community Action Partnership of Kern (CAPK) San Joaquin Early Head Start (EHS) program participates in the Child and Adult Care Food Program (CACFP). CACFP features a nutrition program that meets the nutritional needs and feeding requirements of each child, including those with special dietary needs and disabilities (with proper medical documentation).

The program serves a variety of foods, considers culture and ethnic preferences, and broadens the child's food experience. Foods served are high in nutrients, low in fat, sugar, and salt, and conform to the serving sizes and requirements of the United States Department of Agriculture (USDA), CACFP meal patterns, and using the Healthy, Hunger-Free Kids Act (HHFKA) Food Based Menu Planning option.

CAPK is seeking to find a qualified Vendor to provide food service as described in Section I. The purpose of this RFP is to provide a method of selection and the basis for negotiating the Contract. The Annual Contract term would be January 1, 2022 through December 31,

2022, with an option to renew for a one (1) year term up to three (3) times; with the first year starting at the initial award of this opportunity.

Vendors must demonstrate prior similar experience, a minimum of five years of operation in the present form of business organization and prior similar or comparable projects by key personnel assigned to this project.

**B. Scope of Work:**

Vendor is to provide all items as described below and in further detail on Bid Form EHS 2021-004

The scope of this project includes all provision of vended meal services to CAPK EHS programs in San Joaquin County, including menu development, meal preparation and either a transport or pick-up option. All meals will adhere to all the nutritional guidelines set by the United States Department of Agriculture (USDA) and CACFP meal patterns for infants and toddlers.

The selected bidder will be responsible for the analysis of the nutritional content for all meals. Reasonable effort must be made to serve meat that is natural, hormone and antibiotic-free, whole grains, fresh seasonal fruits and vegetables, and milk that is hormone and rBST-free. Provision of vegan/gluten-free meals and other food substitutions based on medical necessity or personal beliefs will be available. Provision of formula shall include at least one alternative formula to be available for infants with special dietary needs.

The following criteria must be met:

- Compliance to current CACFP regulations
- Meal content information; nutritional components/ingredients and an itemization of the quantities of each component used to prepare each meal
- Weekly meal ordering structure, inclusive of milk, in accordance with the number of meals requested
- Increasing/decreasing of the number of meal orders, as needed, with 1 week notification.
- Pricing structure to reflect portion sizes aligned with the CACFP infant/toddler meal patterns
- Details on a delivery process and/or pick-up requirement.
- Invoicing per meal, per child using format as structured within the Bid Form, provided within the first ten (10) days of the month for the previous month's meals
- Copy of Business License
- Evidence of Health Certifications for the food service facility
- Evidence of ServSafe Certifications
- Submit a minimum of three (3) Sample Menus
- Submit sample 21-day Cycle Menus
- Submit sample Kitchen Reports
- Submit sample Transport and Serve Menus

**V. PROPOSAL CONTENT REQUIREMENTS**

Proposals must include the following:

- A. Cover Letter:** A one-page cover letter with the name and contact information of the proposed Vendor.
- B.** Description of services to be provided, including informative sheets on services.
- C.** CAPK is not a tax-exempt entity; all appropriate taxes will apply. All applied taxes must be listed

as a line item.

- D. Please include any discounts provided to CAPK due to its 501(c)(3) status including any in-kind donations.
- E. **Conflict of Interest:** Provide a statement of any potential conflicts Vendor and/or key staff may have regarding providing these services to CAPK. The statement should not only include actual conflicts, but also any working relationships that may be perceived by disinterested parties as a conflict. If no potential conflicts of interest are identified, so state in your proposal.

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

- F. Signed Bid Form: **Attachment A.**
- G. Current Business License
- H. Evidence of Health Permit
- I. Evidence of ServSafe certifications
- J. Vendor Information Sheet: **Appendix A.**
- K. W-9: **Appendix B.**
- L. Additional Terms and Conditions: **Appendix C.**

## VI. VENDOR REQUIREMENTS

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

## VII. PROPOSAL SUBMITTAL PROCESS

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

## VIII. SELECTION PROCESS AND CRITERIA

This is a NEGOTIATED procurement and as such, award will not necessarily be made to the Vendor submitting the lowest priced proposal. Award will be made to the Vendor submitting the best

responsive proposal satisfying CAPK’s requirements, as determined by CAPK, including consideration of price and other indicated factors.

**Nonresponsive Proposals**

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

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

**Proposal Evaluation**

Evaluation of each proposal will be scored on the factors identified in Section B. below.

- A.** All proposals received by the specified deadline will be reviewed by CAPK for content, fees, related experience and professional qualifications of Vendor.
- B.** The evaluation and selection of the successful Vendor shall be based upon the factors listed below with corresponding point evaluation. Total points available are 100.

Evaluation of each proposal will be scored on the following factors:

Factors	Points
<p><b>Prior Experience.</b> Describe Vendor’s experience in the industry and capabilities with regard to non-profit agencies.</p> <ul style="list-style-type: none"> <li>• List the name(s) and professional qualifications of the primary staff that will be assigned to CAPK’s account.</li> <li>• Include job title, current responsibilities, total years of experience, years with the Vendor, degrees and certifications, professional affiliations, and any other relevant information.</li> <li>• Provide a list of other key personnel who will be assigned to CAPK’s account.</li> <li>• Describe any services or portion of services that will be performed by a subcontracting vendor and provide relevant information on such subcontractor’s qualifications and personnel.</li> <li>• Approach to food Delivery / Pick-up process.</li> </ul> <p>All nutrition staff must be ServSafe certified and strictly adhere to the California Food Safety code pertaining to the preparation and holding temperatures, including during transport.</p> <p>Indicate how continuous support will be provided pertaining to certification, audits and validations and how necessary records to support monitoring</p>	<p><b>40</b></p>
<p><b>Organization, Size, Structure.</b> The Vendor should describe its organization in terms of the following:</p> <ul style="list-style-type: none"> <li>• Size</li> <li>• Structure</li> <li>• Location(s)</li> </ul>	<p><b>20</b></p>
<p><b>Provide three references.</b></p> <p>Please provide three references who can comment on the past performance of Vendor. References must include telephone and email.</p>	<p><b>20</b></p>

<b>Price.</b> Prices for services listed on the attached bid form	<b>20</b>
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- C. CAPK may, at its discretion, request presentations by or meetings with any or all Vendors to clarify the Vendors’ proposals.

However, CAPK reserves the right to make an award without further discussion of the proposals submitted. Therefore, proposals should be submitted initially on the most favorable terms, from both technical and price standpoints, which the Vendor can propose.

All eligible proposals will be reviewed and rated for their qualifications, experience, price, and suitability to complete the Scope of Work for this RFP. Oral interviews may be requested. CAPK, at its discretion, may request presentations or additional information from any or all Bidders to clarify or negotiate modifications to the Bidders’ proposals. However, CAPK reserves the right to make an award without further discussion of the proposals submitted. Therefore, proposals should be submitted initially on the most favorable terms, from both technical and price standpoints, which the Bidder can propose.

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

**IX. CONDITIONS TO AWARD**

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

**X. TIMELINE**

Start time to begin fulfilling the requirements of the proposal shall be after the Contract is signed by both parties.

**XI. PROHIBITED ACTIVITY**

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

**ATTACHMENT A**  
**Bid Form EHS 2020-001**

The following locations\* and age groups to be considered for this proposal would not exceed the requested meals below, but could be less depending on program enrollment:

	Site	Address	# Infants	# Toddlers	Breakfast Time	Lunch Time	Snack Time	Center Hours
1	California St. EHS	425 N. California St. Stockton	8	16	8:30 am	11:30 am	2:00 pm	7:45-5:15
2	Chrisman -EHS	23950 S. Chrisman Rd., Tracy	4	18	8:30 am	11:30 am	2:00 pm	7:45-5:30
3	Gianone	1509 N. Golden Gate Stockton	0	16	8:30 am	11:30 am	2:00 pm	7:45-5:15
4	Kennedy EHS	2800 S. D St., Stockton	0	16	8:30 am	11:30 am	2:00 pm	7:45-5:15
5	Lodi UCC EHS	701 S. Hutchins St., Lodi	0	30	8:30 am	11:30 am	2:00 pm	7:45-5:30
6	Marci Massei EHS	340 W. 4th Street, Tracy	8	16	8:30 am	11:30 am	2:00 pm	7:45-5:15
7	St. Mary's EHS	545 W. Sonora St., Stockton	8	16	8:30 am	11:30 am	2:00 pm	7:45-5:15
8	Walnut EHS	115 N. Walnut Ave, Manteca	4	18	8:30 am	11:30 am	2:00 pm	7:45-5:15
		<b>Totals by Age</b>	<b>32</b>	<b>146</b>		<b>Grand Total</b>	<b>178 Children</b>	

Proposed Pricing Structure by: Mealtime, Price Per Meal, No of Meals, Daily Total, Days of Service and Total

Meal Type	Price per Meal	Number of Children's meals	Number of Adult Meals	Daily Total Meals Requested	Days of Service	Daily Total per meal
Breakfast		178	0	178	260	
Lunch		178	0	178	260	
Snack		178	0	178	260	
<b>Daily Total:</b>						
<b>Weekly Total:</b>						
<b>Yearly Grand total</b>						

\*Dates, times, and numbers of children in each age group are subject to change according to enrollment. Advance notice will be given to the bidder to ensure accuracy in meal service delivery and adherence to CACFP meal patterns.

Vendor: \_

Signature: \_

Date: \_

Title: \_

Printed Name: \_



**APPENDIX A**

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

**VENDOR INFORMATION SHEET**

Date: \_\_\_\_\_ Prepared By: \_\_\_\_\_

Official Business Name: \_\_\_\_\_

DBA: \_\_\_\_\_

Location Address: \_\_\_\_\_

Street	City	State	Zip
_____	_____	_____	_____

Remit Address: \_\_\_\_\_

Street	City	State	Zip
_____	_____	_____	_____

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

Phone #: \_\_\_\_\_ Accts. Receivable Phone #: \_\_\_\_\_

Fax #: \_\_\_\_\_ Customer Service Phone #: \_\_\_\_\_

CAPK Vendor #: \_\_\_\_\_ E-mail Address: \_\_\_\_\_

Federal ID # or SS#: \_\_\_\_\_ Type of Business: \_\_\_\_\_

Contractor Lic #: \_\_\_\_\_ Business Lic #: \_\_\_\_\_ City Issued: \_\_\_\_\_

General Liability Insurance Carrier & Policy #: \_\_\_\_\_

Auto Liability Insurance Carrier & Policy #: \_\_\_\_\_

Workers Compensation Insurance Carrier & Policy #: \_\_\_\_\_

**FEDERAL TAX CLASSIFICATION:**

- Individual/Sole Proprietor    C Corporation    S Corporation    Partnership    Trust/Estate  
 Limited Liability Co.   C = C Corp   S = S Corp   P = Partnership    Other: \_\_\_\_\_

**BUSINESS ENTITY/CLASSIFICATION:**

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

**SBA CLASSIFICATION:**

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

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

Years in Business: \_\_\_\_\_      Accept Purchase Orders:    Yes    No

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

Authorized Signature: \_\_\_\_\_      Print Name: \_\_\_\_\_

Title: \_\_\_\_\_      Date: \_\_\_\_\_

**APPENDIX B**

Form <b>W-9</b> (Rev. December 2014) Department of the Treasury Internal Revenue Service	<h2 style="margin:0;">Request for Taxpayer Identification Number and Certification</h2>	Give Form to the requester. Do not send to the IRS.
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Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
	2 Business name/disregarded entity name, if different from above
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <i>Note.</i> For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.)
	6 City, state, and ZIP code
	7 List account number(s) here (optional)

<b>Part I Taxpayer Identification Number (TIN)</b> Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 3. <i>Note.</i> If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.																																																			
	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td align="center" colspan="10">Social security number</td> </tr> <tr> <td style="width:20px;"> </td><td style="width:20px;"> </td><td style="width:20px;"> </td><td style="width:20px;"> </td><td style="width:20px;"> </td><td style="width:20px;"> </td><td style="width:20px;"> </td><td style="width:20px;"> </td><td style="width:20px;"> </td><td style="width:20px;"> </td> </tr> <tr> <td align="center" colspan="10">OR</td> </tr> <tr> <td align="center" colspan="10">Employer identification number</td> </tr> <tr> <td style="width:20px;"> </td><td style="width:20px;"> </td><td style="width:20px;"> </td><td style="width:20px;"> </td><td style="width:20px;"> </td><td style="width:20px;"> </td><td style="width:20px;"> </td><td style="width:20px;"> </td><td style="width:20px;"> </td><td style="width:20px;"> </td> </tr> </table>	Social security number																				OR										Employer identification number																			
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<b>Part II Certification</b> 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.	
<b>Certification instructions.</b> You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.	
<b>Sign Here</b>	Signature of U.S. person ▶ _____ Date ▶ _____

**General Instructions**

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

**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/w9](http://www.irs.gov/w9).

**Purpose of Form**

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

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

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

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

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

By signing the filled-out form, you:

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

## APPENDIX C

### Community Action Partnership of Kern Additional Terms and Conditions

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

participation, and continued expansion of Small Business Enterprises, Minority Business Enterprises and Women's Business Enterprises.

11. **AMERICAN MADE.** To the extent practicable, all equipment and products provided by Vendor will be American made.
12. **CONFIDENTIALITY.** The Vendor shall use his or her best efforts to keep confidential any information obtained during the performance of the Contract.
13. **RESPONSIBILITY.** If Vendor is part of a corporation, the individual or individuals who sign the Contract on behalf of the corporation are jointly responsible for performance of the Contract.
14. **PROTEST BY VENDOR:** If the Vendor wishes to file a protest against CAPK for any action, the Vendor must do so in writing with CAPK within 72 hours after the action to be protested has occurred. All protests will be taken under advisement. Any protests received after 72 hours will not be recognized.
15. **CONFLICT OF INTEREST:** In accordance with California Public Contract Code 10410, no officer or employee of CAPK shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest in the Contract, which may be in whole, or in part, sponsored or funded by a Local, State, or Federal agency. Also, no relative of an employee of CAPK may enter into or bid on an Contract while said employee is still employed by CAPK. No relative of an employee of CAPK may bid on an Contract until twelve (12) months after the date said employee of CAPK has left employment of CAPK, either voluntarily or involuntarily. It is contrary to CAPK policy for any CAPK employee to personally solicit, demand or receive any gratuity of any kind from a Vendor in connection with any decision affecting a CAPK purchase or Contract for Goods or Services. Thus, if such a case were to occur, the Vendor may file a protest with CAPK as specified in the section titled "Protest by Vendor."
16. **DEBARMENT AND SUSPENSION CERTIFICATION:** Vendor, under penalty of perjury, certified that, except as noted below, he/she or any person associated therewith in the capacity of owner, partner, director, officer, manager:
  - a. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
  - b. Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three (3) years;
  - c. Does not have a proposed debarment pending; and
  - d. Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

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

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

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

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

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

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

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

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

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

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

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

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

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

All policies shall contain an endorsement providing Community Action Partnership of Kern with thirty (30) days written notice of cancellation or material change in policy language or terms. All policies

shall provide that there shall be continuing liability thereon, notwithstanding any recovery on any policy.

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

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

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<b>Signature</b>	<b>Date</b>
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**Print Name**

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**Company Name**

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