

**REQUEST FOR PROPOSALS (RFP)  
FOR**

**INTEGRATED PEST MANAGEMENT SERVICES**

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*Request for Proposal Number: OPS 2026-004*

*June 18th, 2026*

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**Community Action Partnership of Kern**

1300 18<sup>th</sup> Street, Ste 200

Bakersfield, California 93301

661.336.5236

**Proposals Due by 2:00 p.m. July 16th, 2026**

**REQUEST FOR PROPOSALS (RFP):  
INTEGRATED PEST MANAGEMENT SERVICES  
GENERAL CONDITIONS**

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**I. PURPOSE**

Community Action Partnership of Kern (CAPK) is soliciting proposals to find one or more qualified contractors to provide Integrated Pest Management (IPM) Services at CAPK facilities throughout Kern County and surrounding service areas. This RFP is structured as a two-lot procurement:

- Group 1 — Child Development Center (CDC) Sites: Head Start and Early Head Start licensed child development centers subject to the California Healthy Schools Act (HSA) and Head Start Program Performance Standards. Approximately 28 sites.
- Group 2 — General CAPK Facilities: Administrative offices, navigation center, emergency shelter, food bank, 211 call center, energy program offices, VITA/TCE tax sites, and other non-childcare CAPK facilities. Approximately 32 sites.

Vendors are eligible to bid on group 1 only, group 2 only, or both groups. Separate contracts will be executed for each group. CAPK may award group 1 and group 2 to the same vendor or to different vendors, at CAPK's sole discretion. Each group is independently evaluated and awarded.

Each responding contractor shall hold a valid California Department of Pesticide Regulation (DPR) Pest Control Business License (PCB) with a designated Qualified Applicator License (QAL) holder at each business location (Title 3 CCR §6524), a California Structural Pest Control Board (SPCB) Branch 2 Structural Pest Control license for the company and all on-site Field Representatives or Operators, and a current registration with the Kern County Agricultural Commissioner (KCAC) (Food and Agricultural Code §11732). Lot 1 vendors must additionally demonstrate documented experience and capability in Healthy Schools Act-compliant IPM at licensed childcare or school facilities.

	Group 1 — CDC Sites	Group 2 — General Facilities
<b>Site Type</b>	Licensed CDCs (Head Start / EHS)	Admin, shelter, food bank, program offices
<b>Approx. Sites</b>	~28	~32
<b>Governing Standard</b>	California Healthy Schools Act; Head Start Program Performance Standards	California DPR, FIFRA, KCAC; No HSA requirements.
<b>Pesticide Preference</b>	Least-toxic / EPA List 3–4 preferred; conventional with documented justification	Standard IPM; least-toxic encouraged but not mandated
<b>Pre-Notification</b>	72 hrs. to CAPK for parent/staff notification (HSA §48980.3)	72 hrs. to Maintenance Manager
<b>Annual DPR Reporting</b>	Required by January 30 (Ed. Code §16711)	Not required (KCAC monthly reports apply)
<b>Service Flexibility</b>	Fixed monthly service per Plan and Schedule	Recurring or per-visit / tiered options available
<b>Bid Sheet</b>	Attachment A-1	Attachment A-2

**A. Proposal Submission Information**

1. **Closing Date:** Proposals must be submitted no later than **2:00 p.m. July 16th, 2026.**
2. **Inquiries:** Inquiries concerning this RFP should be directed to the Procurement Department, at [procurement@capk.org](mailto:procurement@capk.org).
3. **Costs of Proposal Preparation:** All costs incurred in the preparation of a proposal responding to this RFP will be the sole responsibility of the Vendor and will not be reimbursed by CAPK. Unless otherwise stated, all materials submitted by Vendor in response to this RFP shall become the property of CAPK.

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

Community Action Partnership of Kern (CAPK)  
RFP OPS 2026-004  
ATTN: Liz G Vargas - Procurement  
1300 18<sup>th</sup> Street, Ste 200  
Bakersfield, CA 93301  
Or via email to: [procurement@capk.org](mailto:procurement@capk.org)

It is the responsibility of the Vendor to ensure that CAPK receives the proposals by the date and time specified above. **Late proposals will not be considered. Confirmation of receipt is the sole responsibility of Vendor.** Each Vendor must submit its proposal using the enclosed format in Section III below. If any proposal submitted deviates from the requested proposal format, it may be cause for disqualification. This does not, however, preclude the Vendor from offering value-

added alternatives and additional relevant information in addition to the information requested in the RFP. The alternatives, however, must be fully explained in written form, and must be separately stated as alternatives in both the proposal content and fee proposal.

**Expected Timelines:**

	Date(s)	Event
1	June 18 <sup>th</sup> , 2026	RFP Released to public
3	June 25 <sup>th</sup> , 2026	Due date for Vendor Questions -Please email to <a href="mailto:Procurement@capk.org">Procurement@capk.org</a>
4	July 2 <sup>nd</sup> , 2026	Responses to Vendor questions emailed to Vendors
5	<b>July 16<sup>th</sup>, 2026, by 2:00pm</b>	<b>DUE DATE FOR PROPOSALS FROM VENDORS</b>
6	July 30 <sup>th</sup> , 2026	Approximate notification of Award

- C. 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.
- D. 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.
- E. Notification of Award:** CAPK anticipates but does not guarantee that the Contract will be awarded by **July 30, 2026.**  
Award will be given to the Vendor deemed most responsible whose services, experience, and project approach best aligns with CAPK’s needs. CAPK will be the sole authority in determining the Vendor that best meets these criteria. CAPK also reserves the right to issue awards to multiple Vendors. The award will result in a one-year contract with options to extend.
- F. 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).
- G. 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.

**BID FORM AND QUESTIONNAIRE ARE ATTACHED AND MUST BE SUBMITTED WITH PROPOSAL**

**II. SCOPE OF WORK:**

CAPK's Maintenance Manager will oversee and monitor contract performance for both groups. The

Contractor shall furnish all labor, materials, and equipment to implement monitoring, trapping, and pesticide application aspects of the IPM program and shall provide evidence of sufficient expertise in pest control, IPM principles, and California regulatory compliance.

### **General Requirements (Both Groups)**

The following requirements apply to all sites under both Group 1 and Group 2. Group-specific additional requirements are stated in Sections II.B and II.C respectively.

#### **Pest Species Covered**

The IPM program is intended to suppress populations of ants, beetles, bed bugs, moths, cockroaches, fleas, flies, mice, rats, silverfish, spiders, and wasps. Pest populations located outside buildings but within property boundaries are included.

#### **Initial Inspection**

A thorough initial inspection shall be conducted during the first month of the contract. The purpose is to evaluate pest management needs and to identify structural or operational conditions contributing to infestations.

#### **Pest Management Plan and Service Schedule**

Following the initial inspection, the Contractor shall develop a written Pest Management Plan and Service Schedule (Plan and Schedule) subject to approval by CAPK's Maintenance Manager. The Plan and Schedule must address:

- Structural and operational actions to inhibit pests
- Monitoring methods for pest populations in and around the building
- List of proposed primary pesticides (accepted common name, generic name, and active ingredients)
- Conditions requiring application and proposed methods of application
- Rationale for each type of use
- Proposed trapping devices for rodents, if any

At minimum, inspections and monitoring should be conducted monthly. The Plan and Schedule shall be submitted no later than fifteen (15) working days following the initial inspection. CAPK's Maintenance Manager shall render a decision within fifteen (15) working days of receipt. The Contractor shall begin implementation within ten (10) working days of approval. If disapproved, the Contractor shall submit a revised plan within five (5) working days.

#### **Pesticide Treatment**

The Contractor shall develop action thresholds specific to each pest and site zone. Pesticide application shall not occur unless inspections or monitoring indicate pest populations exceeding established action thresholds in that specific area.

#### **Record Keeping**

The Contractor shall maintain a complete and accurate Pest Management Logbook at each site, updated on each visit. The logbook shall contain:

- A copy of the current Pest Management Plan and Service Schedule
- A copy of the current label and EPA registration number for each pesticide used, including the Safety Data Sheet (SDS) (formerly MSDS) with application process clearing times

- Pest monitoring data sheets recording pest population indicators (e.g., cockroach trap counts, rodent carcass locations, rat burrow observations). Contractor shall include a sample data sheet format in the proposal.
- Location of all traps, trapping devices, and bait stations (tabular or list format, with site plan for each pest)
- Contractor's Service Report forms documenting arrival and departure times, topics discussed with the Site Supervisor, and all pesticide application records required by the Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA) and the California Food and Agricultural Code (§§13160–13164)
- Monthly pesticide use reports submitted to the Kern County Agricultural Commissioner (KCAC) as required by California Food and Agricultural Code §§13160–13164. Contractor shall provide CAPK with copies of all filed monthly reports within five (5) business days of submission to KCAC.
- Proof of the Contractor's current DPR-filed chemical liability insurance coverage (Title 3 CCR §6524), maintained on file with CAPK and updated annually upon renewal.

### **Special Requests and Emergency Service**

The Contractor shall describe in its proposal the capability of meeting emergency and special service requests (e.g., radio-dispatched service, office personnel handling the account, vehicle and personnel availability). The Contractor shall respond to emergency service requests on the day of the request. Special service requests shall be responded to within one (1) working day. If service cannot be completed within these timeframes, the Contractor shall notify the Maintenance Manager immediately with an anticipated completion date.

### **Personnel Requirements**

#### **General**

The Contractor shall provide only qualified pest management personnel with demonstrated experience in IPM programs. All personnel must understand current IPM practices and be capable of making field judgments regarding IPM techniques.

#### **Entomologist**

The Contractor shall have a staff entomologist, or access to one, for routine and emergency consultation. The staff entomologist shall possess a minimum of a Bachelor's degree in Entomology or a related life science field, and demonstrated IPM training recognized by the University of California Cooperative Extension (UCCE), the California DPR School IPM program, or an equivalent accrediting body. Current certification as a Commercial Pesticide Applicator in the category of Industrial, Institutional, Structural, and Health Related Pest Control — with subcategories including General Pest Control, Rodent Control, and Turf and Ornamental — is required.

#### **Supervisor and Alternate**

A Supervisor and an alternate must be identified in the proposal. The on-site supervisor shall have the Contractor's authority to act on matters pertaining to contract performance, and shall ensure safety, coordination, and program continuity. Both the Supervisor and alternate must meet the Pest Management Technician qualifications below.

#### **Pest Management Technician**

All personnel providing on-site pest management services shall be certified as Commercial Pesticide Applicators in the category of Industrial, Institutional, Structural, and Health Related Pest Control. Uncertified personnel shall not work on-site unless under the direct supervision of a certified applicator. The proposal shall include names, qualifications, experience, and training for all personnel assigned to

this contract.

### **Manner and Time of Service**

The Contractor shall conduct work according to the approved Plan and Schedule. The on-site supervisor shall coordinate with CAPK's Site Supervisor at the start of each visit to review the Plan and Schedule and identify any problem areas.

**Pesticide applications (except bait placement) shall not be made during normal occupied hours of any facility.** At Group 1 CDC sites, pesticide applications shall not be made during school or child care hours or during normal work hours of school/child care staff. Weekend or after-hours work requires at least two (2) days' advance notice to the Maintenance Manager.

Where service to vacated areas is required, the Contractor shall notify the Maintenance Manager at least two (2) days in advance, post all required re-entry signs in accordance with product label directions, and remove signs when the area is safe for entry.

All on-site personnel shall wear distinctive uniform cgrouping with the Contractor's name permanently or semi-permanently affixed. Personal protective equipment shall conform at minimum to OSHA standards for the products being used.

### **Pesticide Products and Use**

All pesticides used must be registered with the EPA and the State of California. Transport, handling, and application shall strictly comply with manufacturer label instructions and all applicable federal, state, and local regulations, including California DPR requirements. The Contractor shall follow all notification and warning procedures required by the Maintenance Manager prior to any application.

Space spray applications require written pre-approval from the Maintenance Manager at least two (2) days prior to treatment. The written request must identify the target pest, document the need, specify time and location, identify the pesticide and application method, and describe safety precautions and spray containment measures. No space application shall be made while occupants are present. Products identifiable as fumigants shall not be used unless the Maintenance Manager determines an emergency exists.

### **Rodent Control**

Snap traps and glue boards must be checked daily. The Contractor shall dispose of trapped or killed rodents within 24 hours. Trapping shall not be performed during periods when monitoring will be delayed by holidays or weekends. Traps shall be placed out of general view and clear of routine cleaning areas.

All rodenticides shall be placed in locations inaccessible to children, pets, wildlife, and domestic animals, or in EPA-approved tamper-resistant bait boxes. Bait boxes shall be labeled and dated at installation and each servicing. All traps, devices, and bait boxes shall be logged in the property Logbook and removed at contract conclusion.

### **California Regulatory Compliance — Licensing and Registration (Both Groups)**

The Contractor shall maintain the following credentials in good standing throughout the contract term and provide CAPK with copies prior to contract execution and upon each renewal:

1. California DPR Pest Control Business License (PCB) — issued pursuant to Food and Agricultural Code §11701 et seq., with a designated Qualified Applicator License (QAL) holder at each business location (Title 3 CCR §6524).
2. California Structural Pest Control Board (SPCB) Branch 2 Structural Pest Control License — covering control of household pests in commercial structures (Business and Professions Code

§8560 et seq.). All on-site Field Representatives and Operators shall hold valid SPCB credentials. No individual shall perform structural pest control work without a valid SPCB credential or direct supervision by a licensed SPCB Operator or Field Representative.

3. Kern County Agricultural Commissioner (KCAC) Registration — current registration for each county in which services are performed (Food and Agricultural Code §11732).

CAPK reserves the right to negotiate with the Contractor for related pest control services not specifically covered herein.

## **GROUP 1: Child Development Center Sites**

All general requirements apply. The following additional requirements apply exclusively to Group 1 — Child Development Center (CDC) sites licensed under California's childcare licensing statutes and subject to the California Healthy Schools Act (HSA) (Education Code §§17608–17613, 48980.3; Food and Agricultural Code §§13180–13188).

### **Healthy Schools Act (HSA) Compliance**

#### **IPM Plan**

The Contractor shall furnish documentation and information necessary for CAPK to maintain an HSA-compliant IPM plan at each CDC site as required by Education Code §17608. The plan shall be reviewed and updated annually or whenever material changes in the pest management approach occur.

#### **Pre-Application Notification — 72-Hour Requirement**

Prior to any pesticide application at a CDC site (except emergency applications), the Contractor shall provide CAPK with a minimum of seventy-two (72) hours' advance written notice identifying: (a) target pest, (b) pesticide product name and EPA registration number, (c) application location within the site, and (d) anticipated date and time of application. CAPK will use this information to fulfill its parent and staff notification obligations under Education Code §48980.3. The Contractor shall post all required re-entry restriction signs per label directions and shall not remove signs until re-entry conditions are satisfied.

#### **Annual DPR Pesticide Use Reporting**

The Contractor shall compile and submit to DPR, in coordination with CAPK's designated IPM Coordinator, all annual pesticide use reports for CDC sites by January 30 of the following calendar year as required by Education Code §16711. Copies of all submitted reports shall be provided to CAPK within five (5) business days of submission.

#### **Least-Toxic Product Preference**

At all CDC sites, the Contractor shall give preference to pesticide products posing the least possible risk to children, staff, and the environment, consistent with the Precautionary Principle underlying the HSA. EPA List 3 and List 4 (minimum risk or bio-rational) products shall be used in preference to conventional pesticides wherever effective. The rationale for any conventional pesticide application at a CDC site shall be documented in the site logbook.

#### **No Application During Child Care Hours**

Pesticide applications (except bait placement) shall not be made during school or childcare operating hours or during normal work hours of school or childcare staff at any Group 1 site.

## **GROUP 2: General CAPK Facilities**

All General requirements apply. Group 2 covers CAPK administrative, shelter, food bank, energy program, 211 call center, and other non-child care facilities. The Healthy Schools Act does not apply to these sites; however, the following requirements reflect CAPK's obligation to protect vulnerable populations served at these locations.

### **Occupant Pre-Notification — 72-Hour Requirement**

Prior to any scheduled pesticide application at a Group 2 site, the Contractor shall provide CAPK's Maintenance Manager with a minimum of seventy-two (72) hours' advance written notice identifying: (a) target pest, (b) pesticide product name and EPA registration number, (c) application area, and (d) anticipated date and time. This requirement is in addition to the two (2)-day advance scheduling notice to the Maintenance Manager stated in Section II.A. Emergency applications that cannot comply with this timeline shall be documented and reported to CAPK within twenty-four (24) hours of application.

### **Service Flexibility Options**

CAPK recognizes that programs at Group 2 sites have varying pest management needs and budgets. Vendors are encouraged to propose flexible service arrangements, including:

- Per-visit or as-needed service pricing in addition to monthly recurring service rates
- Tiered response plans (routine monitoring only vs. full treatment) with clearly differentiated pricing
- Annual service agreement with a defined number of included visits and a stated per-visit rate for additional calls

Proposed flexible options must be clearly described in the proposal and priced as line items on Attachment A-2 (Group 2 Bid Sheet). CAPK reserves the right to negotiate service frequency with the awarded Group 2 vendor on a site-by-site basis.

## **II. PROPOSAL CONTENT REQUIREMENTS**

Each proposal must clearly identify on its cover page the group(s) for which the Vendor is submitting Group 1 only, Group 2 only, or Both Groups. Separate bid sheets (Attachment A-1 for Group 1, Attachment A-2 for Group 2) must be submitted for each group bid.

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.** Detailed plan of action for all phases of the services requested.
- D.** CAPK is not a tax-exempt entity; all appropriate taxes will apply. All applied taxes must be listed as a line item.
- E.** Please include any discounts provided to CAPK due to its 501(c)(3) status including any in-kind donations.
- F.** 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 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.

- G. **Bid Sheet:** Attachment A
- H. **Checklist:** Attachment B
- I. **Vendor Information Sheet:** Appendix A.
- J. **W-9:** Appendix B.
- K. **Additional Terms and Conditions:** Appendix C.

#### **IV. VENDOR REQUIREMENTS**

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

Minimum requirements for all vendors (both groups):

- Valid California DPR Pest Control Business License (PCB) with designated QAL holder at each business location (Title 3 CCR §6524)
- California SPCB Branch 2 Structural Pest Control License for the company and all on-site Field Representatives/Operators
- Current Kern County Agricultural Commissioner (KCAC) registration
- Workers' Compensation insurance per California Labor Code §3700
- General Liability, Automobile Liability, and Workers' Compensation insurance as specified in Appendix C, including DPR-filed chemical liability coverage

Additional minimum requirement for Group 1 vendors:

- Demonstrated experience providing HSA-compliant IPM at licensed childcare or school facilities, supported by at least one reference letter from a similarly regulated facility

#### **V. 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.

## VI. 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.

### Non-responsive Proposals

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

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

### Proposal Evaluation

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

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

#### Group 1- Evaluation Criteria

1.	Organization, size and structure, and demonstrated HSA/childcare IPM experience	Points = 15
2.	Availability: Proposal should include the estimated response time after being contacted for a non-scheduled service	Points = 20
3.	Three written letters of reference exhibiting experience on similar projects including current contact info for each.	Points = 30
4.	Pricing and Warranty: The proposal should include a cost per location breakdown using bid sheet and details on warranties that are to be offered.	Points = 30
5.	<b>Affirmative Consideration of Minority, Small Business, Women Owned, Veteran Owned, Local Business and Labor Surplus Areas</b> Consideration will be given to dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by	Points = 5

small and minority businesses, women’s business enterprises, veteran-owned businesses, local businesses, and labor surplus area firms.	
Total	<b>Points =100</b>

**Group 2 – Evaluation Criteria**

<b>6.</b>	Organization, size and structure	Points = 15
<b>7.</b>	Availability: Proposal should include the estimated response time after being contacted for a non-scheduled service	Points = 20
<b>8.</b>	Three written letters of reference exhibiting experience on similar projects including current contact info for each.	Points = 30
<b>9.</b>	Pricing and Warranty: The proposal should include a cost per location breakdown using bid sheet and details on warranties that are to be offered.	Points = 30
<b>10.</b>	<b>Affirmative Consideration of Minority, Small Business, Women Owned, Veteran Owned, Local Business and Labor Surplus Areas</b> Consideration will be given to dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, women’s business enterprises, veteran-owned businesses, local businesses, and labor surplus area firms.	Points = 5
	Total	<b>Points =100</b>

**C.** CAPK may, at its discretion, request presentations by or meetings with any or all Vendors to clarify the Vendors’ proposals.

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

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

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

**E. Non-Responsive Proposals.** Proposals may be found non-responsive and removed from consideration if:

- The proposal is not received by the specified deadline.
- The proposal does not follow the specified format.
- The proposal does not include Appendix C signed on behalf of the Vendor.
- The proposal fails to include required bid sheets for the group(s) claimed.
- For Group 1 proposals: the Vendor cannot demonstrate valid SPCB Branch 2 licensure or HSA-compliant IPM experience.

**VII. 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.

## VIII. TIMELINE

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

## VIII. PROHIBITED ACTIVITY

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

### Group 1 — Child Development Center Sites

#	Site Name	Address	City	Interior Area (SF)	Exterior Area (SF)
1	Alberta Dillard CDC	5704 Pioneer Dr	Bakersfield, CA	6,267	6,267
2	Alicante CDC	7998 Alicante Ave	Lamont, CA	6,252	6,252
3	Angela Martinez	4032 Jewett Ave.	Bakersfield, CA	100,800	100,800
4	Broadway CDC	929 Broadway St.	Wasco, CA	4,500	4,500
5	Cal City CDC	9124 Catalpa Ave	California City, CA	6,875	6,875
6	Central Kitchen	1825 Feliz	Bakersfield	6,500	6,500
7	Cleo Foran CDC	1410 11 <sup>th</sup> St	Bakersfield, CA	6,000	6,000
8	Delano CDC	1835 Cecil Ave	Delano, CA	15,000	15,000
9	Fairfax CDC	1500 S. Fairfax Rd.	Bakersfield, CA	4,400	4,400
10	Heritage CDC	2320 Mt Vernon Ave	Bakersfield, CA	7,621	7,621
11	Martha J Morgan CDC	3811 River Blvd	Bakersfield, CA	26,657	26,657
12	McFarland CDC	410 E Perkins	McFarland, CA	4,349	4,349
13	Oasis CDC	814 N Norma St	Ridgecrest, CA	11,140	11,140
14	OPS WAREHOUSE	317 Mt. Vernon	Bakersfield, CA	13,437	13,437
15	Pete Parra CDC	1825 Feliz Dr	Bakersfield, CA	21,700	21,700
16	Primeros Pasos CDC	1111 Bush St	Arvin, CA	13,772	13,772
17	Rosamond CDC	2584 Felsite Ave	Rosamond, CA	12,858	12,858
18	San Diego CDC	10300 ½ San Diego St	Lamont, CA	13,275	13,275
19	Shafter EHS CDC	459 E Euclid Ave	Shafter, CA	5,587	5,587
20	Shafter HS CDC	452 W Los Angeles	Shafter, CA	9,061	9,061
21	Sterling CDC	3000 Sterling Rd	Bakersfield, CA	109,572	109,572

22	Harvey Hall CDC	315 Stine Rd	Bakersfield, CA	88,351	88,351
23	Sunrise Villa CDC	1600 Poplar Ave	Wasco, CA	8,182	8,182
24	Taft CDC	618 6 <sup>th</sup> Street	Taft, CA	3,617	3,617
25	Taft Headstart Center	819 6 <sup>th</sup> Street	Taft, CA	3,000	3,000
26	Tehachapi CDC	1120 S Curry St	Tehachapi, CA	4,002	4,002
27	Vineland CDC	14327 S Vineland Rd	Bakersfield, CA	4,607	4,607
28	Virginia CDC	3301 Virginia Ave	Bakersfield, CA	2,616	2,616

## Group 2 — General CAPK Facilities

#	Site Name	Address	City	Interior Area (SF)	Exterior Area (SF)
1	Administrative Office	1300 18th St.	Bakersfield	48,931	
2	CES	1631 30th St	Bakersfield	3,825	
3	East Kern Family Resource Center	15662 K St	Mojave	3,500	
4	Energy Office	300 19th St	Bakersfield	13,000	
5	Friendship House	2424 Cottonwood Road	Bakersfield	12,584	
6	Food Bank	520 S. Washington St	Bakersfield	50,000	
7	M Street Nav	2900 M street	Bakersfield	10,000	
8	Shafter Youth Center	455 E. Euclid Ave	Shafter	10,913	
9	MCAP	1300 Stine Rd	Bakersfield	12,509	
10	V.S.S	727 Decatur St	Bakersfield	1,000	
11	V.S.S	729 Decatur St	Bakersfield	2,910	
12	V.S.S	731 Decatur St	Bakersfield	3,120	
13	V.S.S	2215 Buena Vista St	Bakersfield	1,000	
14	V.S.S	3609 Caldwell Dr	Bakersfield	1,169	
15	V.S.S	1400 Easton Dr Ste 102	Bakersfield	1,400	
16	V.S.S	604 Covey Ave	Bakersfield	6,000	
17	V.S.S	1013 Grace St Unit B	Bakersfield	1,248	
18	V.S.S	705 Sequoia Dr Unit B	Bakersfield	650	
19	V.S.S	705 Sequoia Dr Unit C	Bakersfield	650	
20	V.S.S Main Office	1617 30th Street	Bakersfield	2,800	

21	WIC Adelanto	11336 Barlett Ave Unit 13&14	Adelanto	1,000	
22	WIC Olive Dr	5351 Olive Dr	Bakersfield	4,864	
23	WIC California City	8401 California City	California City	900	
24	WIC Crestline	24028 Lake Dr Ste A	Crestline	1,000	
25	WIC Mojave	15580 O St	Mojave	1,440	
26	WIC Needles	244 G Street Ste A	Needles	650	
27	WIC Niles	6019 E Niles 3 & 4	Bakersfield	1,800	
28	WIC Palmdale	2739 Diamond St Unit B	Rosamond	1,000	
29	WIC Shafter	650 James St	Shafter	1,035	
30	WIC Tehachapi	106 S Robinson	Tehachapi	1,000	
31	WIC Wasco	741 Palm Ave	Wasco	1,440	
32	WIC	5351 Olive Dr	Bakersfield	4,303	

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# ATTACHMENT A-1 — BID SHEET

## GROUP 1: Child Development Center Sites (HSA-Compliant IPM)

Vendor Name: \_\_\_\_\_ DPR PCB License #: \_\_\_\_\_

SPCB Branch 2 License: \_\_\_\_\_

Instructions: Provide a monthly per-site service rate and calculate the annual total for each site. All prices must be typed or written in ink. No erasures or correction fluid. Errors may be crossed out and corrected in ink by the individual signing. Taxes must be listed as a separate line item below the group total.

#	Site Name	Monthly Rate (\$)	Annual Total (\$)
1	Alberta Dillard CDC		
2	Alicante CDC		
3	Angela Martinez		
4	Broadway CDC		
5	Cal City CDC		
6	Central Kitchen		
7	Cleo Foran CDC		
8	Delano CDC		
9	Fairfax CDC		
10	Heritage CDC		
11	Martha J Morgan CDC		
12	McFarland CDC		
13	Oasis CDC		
14	OPS WAREHOUSE		
15	Pete Parra CDC		
16	Primeros Pasos CDC		
17	Rosamond CDC		
18	San Diego CDC		
19	Shafter EHS CDC		
20	Shafter HS CDC		
21	Sterling CDC		
22	Harvey Hall CDC		

23	Sunrise Villa CDC		
24	Taft CDC		
25	Taft Headstart Center		
26	Tehachapi CDC		
27	Vineland CDC		
28	Virginia CDC		
	<b>Group Total (Annual)</b>		
	<b>Applicable Taxes</b>		
	<b>GROUP 1 TOTAL ANNUAL PROPOSAL PRICE</b>		

Warranty / Service Guarantee: \_\_\_\_\_

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

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

**ATTACHMENT A-2 — BID SHEET**  
**GROUP 2: General CAPK Facilities (Standard IPM)**

Vendor Name: \_\_\_\_\_ DPR PCB License #: \_\_\_\_\_

SPCB Branch 2 License #: \_\_\_\_\_

Instructions: Provide a monthly per-site service rate and annual total for each site. Additionally, complete the Service Flexibility Options table below. All prices must be typed or written in ink.

#	Site Name	Monthly Rate (\$)	Annual Total (\$)
1	Administrative Office		
2	CES		
3	East Kern Family Resource Center		
4	Energy Office		
5	Friendship House		
6	Food Bank		
7	M Street Nav		
8	Shafter Youth Center		
9	MCAP		
10	V.S.S		
11	V.S.S		
12	V.S.S		
13	V.S.S		
14	V.S.S		
15	V.S.S		
16	V.S.S		
17	V.S.S		
18	V.S.S		
19	V.S.S		

20	V.S.S Main Office		
21	WIC Adelanto		
22	WIC Olive Dr		
23	WIC California City		
24	WIC Crestline		
25	WIC Mojave		
26	WIC Needles		
27	WIC Niles		
28	WIC Palmdale		
29	WIC Shafter		
30	WIC Tehachapi		
31	WIC Wasco		
32	WIC		
	<b>Group Total (Annual)</b>		
	<b>Applicable Taxes</b>		
	<b>GROUP 2 TOTAL ANNUAL PROPOSAL PRICE</b>		

**SERVICE FLEXIBILITY OPTIONS**

Service Option	Proposed Rate / Terms
Per-visit / as-needed service rate (per site)	\$ _____ per visit
Monitoring-only visit rate (no treatment)	\$ _____ per visit
Annual plan: included visits + additional visit rate	_____ visits/yr included; \$ _____ per add'l visit
Emergency / same-day response rate	\$ _____ per call

Warranty / Service Guarantee: \_\_\_\_\_

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

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

**Pest Control Questionnaire**

1. How many full-time employees are with your company? \_\_\_\_\_
  
2. How many pest control technicians are employed full-time? \_\_\_\_\_
  
3. Does your company offer tenting fumigation services? \_\_\_\_\_
  
4. What are your office hours? \_\_\_\_\_
  
5. Are the pest control technicians able to treat/spray our school locations on weekends or after school closes? \_\_\_\_\_
  
6. Does your company offer bee removal services? \_\_\_\_\_

**ATTACHMENT B - CHECKLIST**

Vendor:

Requirements	Yes	No
Cover Letter		
Description of Services		
Detailed Plan of Action		
Taxes applied (if required)		
Bid Bond (if required)		
Conflict of Interest		
Bid Form		
Warranty (if required)		
Three written references		
Licensing/Qualification Questionnaire		
Vendor Information Sheet		
W-9		
Additional Terms and Conditions		

**APPENDIX A**

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

**VENDOR INFORMATION SHEET**

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

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

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

Location Address: \_\_\_\_\_  
Street City State Zip

Remit Address: \_\_\_\_\_  
Street City State Zip

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

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

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

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

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

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

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

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

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

**FEDERAL TAX CLASSIFICATION:**

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

**BUSINESS ENTITY/CLASSIFICATION:**

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

**SBA CLASSIFICATION:**

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

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

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

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

Authorized Signature: \_\_\_\_\_ Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_ Date: \_\_\_\_\_

**APPENDIX B**

Form **W-9**  
(Rev. December 2014)  
Department of the Treasury  
Internal Revenue Service

**Request for Taxpayer  
Identification Number and Certification**

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

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> 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) ▶ _____ <b>Note.</b> 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.)	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

**Part I Taxpayer Identification Number (TIN)**

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

<b>Social security number</b>									
<b>or</b>									
<b>Employer identification number</b>									

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

**Part II Certification**

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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**General Instructions**

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

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

**Purpose of Form**

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

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

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

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

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

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- 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
- 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. This Agreement may be terminated by CAPK upon written notice to the other party if funding for the program is reduced, eliminated, or otherwise becomes unavailable. Such termination shall be effective as of the date specified in the notice. In the event of termination under this provision, CAPK shall not be liable for any further obligations beyond payment for services properly performed or costs incurred up to the termination date, in accordance with the terms of this Agreement.
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 Executive Director.
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 or sex.

10. **SBE/MBE/WBE POLICY STATEMENT.** It is the policy of Community Action Partnership of Kern, consistent with Federal, State and local laws, to promote and encourage the development, participation, and continued expansion of Small Business Enterprises, Minority Business Enterprises and Women’s Business Enterprises.
11. **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 that will not be recognized.
15. **CONFLICT OF INTEREST:** In accordance with California Public Contract Code 10410, no officer or employee of CAPK shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest in the 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 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, agents employees and designated volunteers shall be in excess of the Vendor’s insurance and shall not contribute with it. Additional insured endorsement shall use ISO form CG20 10 11 85 (in no event with an edition date later than 1990).

Insurance is to be placed with insurers with a Best’s rating of no less than A:VII. Any deductibles, self-insured retentions or insurance in lesser amounts, or lack of certain types of insurance otherwise required by the 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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