

REQUEST FOR PROPOSALS (RFP) FOR CHILDCARE SERVICES

Request For Proposals Number: CAPK HS-2026-001
July 23, 2026



Community Action Partnership of Kern
1300 18th Street, Suite 200
Bakersfield, California 93301
661.336.5236

[Proposals Due by 2:00 p.m., August 14, 2026](#)

Community Action Partnership of Kern

1300 18th Street, Suite 200 • Bakersfield, CA 93301
(661) 336-5236

**REQUEST FOR PROPOSALS (RFP) CAPK HS 2026-001
CHILDCARE SERVICES**

I. PURPOSE

This Request for Proposals (RFP) is to obtain the services of a qualified childcare providers (hereinafter referred to as "Provider") to provide childcare services for Community Action Partnership of Kern's ("CAPK") Early Head Start/Head Start program.

A. Proposal Submission Information

1. **Closing Date:** Proposals must be submitted no later than **2:00 p.m. August 14, 2026.**
2. **Inquiries:** Inquiries concerning this RFP should be directed to the Business Services Department, at 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 HS 2026-001
ATTN: Liz G Vargas - Procurement
1300 18th Street, Suite 200
Bakersfield, CA 93301
Or via email to: 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.

- 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. 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).

F. Expected Timelines: CAPK anticipates, but does not guarantee, the timeline below.

	Date(s)	Event
1	July 23, 2026	RFP Released to public
3	July 30, 2026	Due date for Vendor Questions -Please email to Procurement@capk.org
4	August 6, 2026	Responses to Vendor questions emailed to Vendors
5	August 14, 2026 by 2:00pm	DUE DATE FOR PROPOSALS FROM VENDORS

I. Authorized Proposals: All proposals must be dated and signed by a responsible officer or employee of Provider. All proposals must have the Provider's name clearly indicated in the proposal.

II. SPECIAL CONDITIONS

- A. Background:** CAPK is seeking to find a Provider or Providers to provide childcare services. The purpose of this RFP is to provide a method of selection and the basis for negotiating the Contract to perform such services.
- B. Selection:** The selection process will be followed by Contract negotiation. If negotiations are unsuccessful, CAPK will proceed with negotiations with the next qualifying Provider.
- It is recognized that the selected Provider will be required to collect all pertinent information necessary to complete the required services in advance of all required deadlines. Therefore, all responding Providers will keep this in mind when preparing their response to the RFP.
- C. Scope of Work:** See Page 6.

III. PROPOSAL CONTENT REQUIREMENTS

1. **Narrative Proposal:** Narrative Proposal must be submitted with your mailed/delivered proposal. page 12.
2. **References:** Provide at least three (3) references for similar accounts that will provide relevant information on your past performance for providing similar services. Include contact name, company name and address, telephone and email address.
3. **License:** Must provide a current copy of provider's Community Care Licensing Facility License
4. **Provider Credentials:** Must include college transcripts, degrees, and child development permits for ALL providers and assistants (if acquired),
5. **Conflict of Interest:** Provide a statement of any potential conflicts Provider 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.
6. **Vendor Information Sheet:** Attachment A
7. **W-9:** Attachment B
8. **CAPK Additional Terms and Conditions:** Attachment C

IV. 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, based on staff qualifications, licensing history, 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 Attachment C, signed on behalf of the Vendor.

Proposal Evaluation

Evaluation of each proposal will be scored on the factors identified in Section A. 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, related experience and professional qualifications of Vendor and vendor staff.
- 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:

1. Narrative Proposal a. Proposed Services b. Licensing History c. Personnel Qualifications d. Environment as assessed from (H&S Home Visit) e. Program Philosophy	Points = 15 Points = 15 Points = 15 Points = 15 Points = 10
2. Three (3) references including contact, company name, address, telephone and email address	Points = 10
3. Provider’s organization, size and structure a. Small business, as defined by the SBA b. Woman-owned business c. Minority-owned business d. Labor surplus area business (Kern County), as defined by DOL/ETA	Points = 5 Points = 5 Points = 5 Points = 5
Overall Total	Points = 100

- 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 and approval, CAPK will initiate the contract award process and execute the Contract with the successful proposer.***

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.

REMAINDER OF PAGE LEFT BLANK INTENTIONALLY

ATTACHMENT A — SCOPE OF WORK

Provider will:

Enrollment – 45 CFR 1302:

Ensure that full enrollment is met throughout the Head Start Program year, July 1 – June 30.

Achieve full enrollment on day one of program services by following the steps below:

- Provide a minimum of 1380 hours of care per program year.
- Monitor attendance to ensure that any child who does not show up on the first day or within 10 days is dropped and replaced with a new student.
- Make reasonable efforts so that Early Head Start (EHS) and Head Start (HS) vacancies are filled within 30 calendar days.
- Enroll children after CAPK Head Start has verified eligibility and signed a statement certifying eligibility as per 45 CFR 1302.12. Certification can occur as follows:
 - Enroll 10% of slots with children with an Individual Family Service Plan (IFSP) or Individual Education Plan (IEP). Fill slots no later than January 1 each year.
 - If average daily attendance falls below 85 percent, Contractor will analyze the causes and develop and submit to CAPK to review and approve a plan that outlines corrective measures no later than the 15th day of the following month.
- Complete attendance logs as required by the policies and procedures of the CAPK program and make logs available to CAPK representatives for review.

CAPK will:

Enrollment – 45 CFR 1302:

- Provide on-going monitoring of enrollment and verify that all vacancies are filled within 30 days.
- Provide Training and Technical Assistance to provider staff as it relates to Head Start eligibility and enrollment.
- Enrollment will be verified by the Enrollment and Attendance staff.
- Provide Training and Technical Assistance to provider to assist in developing inclusive classrooms and enroll children with disabilities in order to meet the 10% mandate.
- Refer Federal Head Start eligible children to provider to assist in meeting funded enrollment and 10% children with disabilities.
- Provide training and technical assistance to provider's staff in developing and revising provider's procedures to ensure compliance with Head Start regulations and mandates.
- Provide technical assistance and strategies to improve chronic absenteeism and ensure that children are receiving the required services under this agreement.
- Provide assistance and training determined to be needed from the analysis of Program Information Report (PIR), Family Child Care Environment Rating Scale (FCCERS), Self-Assessment, Monitoring and other CAPK program monitoring data.
- Include Provider in CAPK trainings as appropriate.
- Provide a monthly enrollment report to coincide with monthly invoice which includes all enrolled children.
- Provide monthly enrollment report inclusive of waitlisted children.

Provider will:

Education – 45 CFR – 1302:

- Hire teaching and support staff that meet Head Start and licensing regulations as outlined in the Head Start Act of 2007, and any updates issued thereto.
- Align curriculum to meet school readiness goals established by the Head Start program.
- Provide timely notification to parents for two home visits, and two parent conferences for every child during program year; or otherwise engage the parents in the learning and development.
- Ensure on-going Child Assessments/Desired Results Developmental Profile (DRDP) data is submitted according to CAPK timelines-three times per year. Complete Behavior Screening and submit to FCC Coordinator within 45 days of child's first day of school.
- Provide reports that document that staff has reviewed the results of developmental and behavior screening within required timelines after it was completed and discuss results with parents.
- Collaborate with CAPK to refer children identified with concerns from screening to CAPK's Content Area Specialist (CAS) Wellness for further assessment.
- Ensure children have a smooth transition experience following the guidelines of the Early Head Start Transition plan.
- Implement a high-quality research-based curriculum and other supporting strategies as defined by Head Start Performance Standards, Head Start Act.
- Review and implement Head Start current policies and procedures related to education, including the new Head Start Child Outcomes Framework in curriculum implementation and the Program for Infant and Toddler Care (PITC).
- Ensure all lesson plans, children's education goals and ongoing assessments are aligned with Head Start School Readiness and Early Learning Framework.

Provide a program that will not include religious instruction or worship when serving CAPK children.

CAPK will:

Education – 45 CFR –1302:

- Provides start-up instructional materials and furnishings identified by CAPK.
- Provide Training and Technical Assistance in the following areas:
 - Federal Head Start regulations, Performance Standards, and mandates, Head Start School Readiness mandates, Head Start Child Development and Early Learning Framework; i.e., Home Visits, Family Partnership Agreements, etc.
 - Training in curriculum planning and implementation.
 - Mental Health – Appropriate Behavioral Intervention.
 - Content expectations for home visits and parent conferences.
- Review monthly results on the following:
 - Education compliance reports for home visits, conferences, etc.
 - PIR status reports
 - Parent Engagement
 - In-kind: Non-Federal Share
- Hire a Family Child Care Coordinator to support full enrollment, recruiting, selection, eligibility and attendance requirements, ChildPlus data entry.
- Hire a Child Care Partnership Manager to support and ensure full compliance of all comprehensive services and regulations as defined in the Head Start Performance Standards.
- Provide monthly report status of home visits, parent conferences, intentional teaching individualization, observations/ongoing child assessments, 45-day mandates and lesson plans.
- Provide yearly Pedestrian Safety training to parents and children.

Provider will:

Health- 45 CFR – 1302:

- Ensure that there is documentation indicating that all physical exams (well-baby check-ups) and TB clearances are completed at time of child enrollment per the Early and Periodic Screening Diagnosis and Treatment (EPSDT) requirements by age group.
- Submit results of all health exams, follow up on noted comments and submit to the Family Child Care Coordinator to enter in ChildPlus.
- In collaboration with CAPK, assist parents to obtain or arrange further diagnostic testing, examination, and treatment by an appropriate licensed or certified professional for each child with an observable, known or suspected health, nutritional, behavior or developmental problem. Develop and implement a follow-up plan for any suspected condition or concern identified.
- Take current height and weight for each child, two (2) times a year; and submit information to the Family Child Care Coordinator for entry into ChildPlus.
- Collaborate annually with CAPK to review and modify as necessary policies and procedures of Health, Mental Health and Wellness, and Nutrition Services that meet Head Start Performance Standards and Regulations.
- Submit a report to CAPK within 24 hours for any known or suspected instances of child abuse or neglect and/or any unusual incident.
- Responsible for administering any authorized medications and document on medication log all medication administered to children as required by state guidelines.
- Ensure an authorization for medication is completed by child's physician and signed by parent prior to accepting and administering medication.
- Ensure all children with teeth are assisted in brushing teeth with toothpaste containing fluoride at least once daily.

Licensing:

- Provide proof of pertussis and measles vaccinations for providers and volunteers working directly with children. Proof of influenza vaccination or a signed declination form.

- Provide proof of tuberculosis clearance for all adults in the home. Provide proof of vaccines for all pets in the home.

CAPK will:

Health- 45 CFR – 1302:

- Provide training and technical assistance on health-related requirements such as:
 - Individualized Health Plans
 - Nutrition Assessments
 - Medication Administration
 - Food Allergies
- Ensure all physical exams, TB clearance, and health information are entered in ChildPlus within 30 days of the child's first day of attendance.
- Refer for periodic well child exams at the appropriate intervals and dental exams at least 30 days prior to due date or expiration date and document referral on contact note or in ChildPlus.
- Ensure that all immunizations are complete and up-to-date at time of enrollment and entered in ChildPlus upon the child's first day of attendance. Refer and follow-up regularly until all immunizations outlines by age are completed according to CA Immunization Requirements. Document all referrals and follow-up on contact notes.
- Conduct and enter Nutrition Assessments in ChildPlus within 45 days of the child's first day of attendance. Follow up on nutrition concerns including referral for low Hgb/Hct, high lead levels and develop nutrition plans if needed as soon as possible but no later than 90 days from the first day of attendance.
- CAPK will review growth chart to determine height and weight are within normal range. For children who do not fall within normal range, Family Child Care Coordinator will submit a referral to CAPK nutrition.
- Ensure that dental exams have been completed, including follow up treatment and are entered in ChildPlus, documented on contact notes within 90 days of the child's first day of attendance.
- Review the provider's policies and procedures for Health, Mental Health and Nutrition Services to ensure they meet the Head Start Performance Standards and Regulations.
- Document all medical follow-up treatment and services on contact notes. This is to include all medical treatments that improve the child's overall health.
- Ensure individualized health plans are developed for children with chronic health conditions to include medications as needed.
- Enter and track treatment needed, and treatment received in ChildPlus.

- Ensure vision and hearing screenings are obtained and entered in ChildPlus within 45 days of child's first day of attendance and rescreen within 4-6 weeks as needed. Document all referrals and follow up as needed.
- Generate and review health reports (summary and detailed) from monthly monitoring reports and follow up on areas needing improvement or focus.

Provider will:

Family Services – 45 CFR – 1302:

- Review policies and procedures for Family Services that meet Head Start Performance Standards and Regulations.
- Review monthly Family Services Reports (summary and detailed) provided by Family Child Care Coordinator.

CAPK will:

Family Services – 45 CFR – 1302:

- Provide training and technical assistance on Family Service requirements such as:
 - Family Assessments and Family Partnership Agreement (FPA) process.
 - ChildPlus data entry
 - Service delivery tracking
- Complete Family Assessment survey within 45 days of the child's first day of attendance. Document on the contact notes and ChildPlus.
- Provide referrals for services and resources that are responsive to family's needs, interests and goals within five (5) days of the need identified. Document on the contact notes and ChildPlus.
- Conduct timely follow-up on family needs, referrals and services received as soon as possible but not to exceed 60 calendar days depending on the urgency of the need. Document all follow-up pertaining to referrals and services received on the contact notes and ChildPlus on the same day follow-up is conducted.
- Develop a Family Partnership Agreement (FPA) within the first 60 days of the child's enrollment based on family's readiness and willingness to participate in the process. Complete the FPA form if goal is established and conduct follow-up every 60 days to review the status of the goal. Document on the contact notes and ChildPlus.

Provider will:

Program Design and Management – 45 CFR – 1301:

- Maintain for the term of this Agreement a current Child Care License issued by the California Department of Social Services; shall provide CAPK with a copy of the license, and shall notify CAPK in writing of any changes in the status of the license, including Type A and Type B violations within 24 hours of the violation.
- Document annual performance evaluations for employees.
- Participate in CAPK's meetings and trainings related to Head Start/Early Head Start.
- Document staff individual and group training needs.
- Complete follow-up within 30 days of each monitoring event to document closure to individual findings. Provide a corrective action plan for any areas of non-compliance that were found during the annual self-assessment within 30 days.
- Submit evidence of participation in the Child and Adult Care Food Program (CACFP), follow guidelines and serve children appropriate to age, developmental readiness, and meal spacing requirements. Within 24 hours, report any finding of non-compliance with CACFP, or any loss of funding that materially weakens the financial stability of the provider or its ability to deliver the services required under this agreement.
- Make reasonable efforts to have one parent representative to serve on the CAPK Head Start Policy Council (PC) monthly meetings. Representative must be elected in accordance with PC By-Laws at a local parent meeting. Parent must have a child currently enrolled in the Head Start Program.
- In-Kind: Provide documentation for Non-Federal Share to CAPK each month (amount is 25% of Federal funds expended).
- Allow for a minimum of two (2) visits no less than once every two (2) weeks, some of which may be unannounced.

Licensing:

- Provide an Emergency Disaster Plan and Facility Sketch (floor plan).
- Provide evidence of liability insurance with a \$1,000,000 minimum (each occurrence) and endorsing CAPK as an additional insured under the provider's comprehensive general liability policy.

CAPK will:

Program Design and Management – 45 CFR – 11301:

- Provide necessary trainings to appropriate staff to establish systems and procedures as needed.
- Provide feedback on reports and assist with any needed corrective action.
- Develop the system for ongoing monitoring and conduct monitoring of provider's operations.
- Participate in training of staff to provide support and technical assistance and ensure implementation of procedures meet federal regulations.
- Provide data regarding service achievements, gaps and possible solutions to meet federal regulations.
- Update office equipment and software necessary to track program performance and document the yearly Program Information Report (PIR).
- Organize monthly service reviews with content area experts to analyze progress, identify gaps and help develop timely solutions.
- Provide monthly Policy Council Minutes for distribution to parents of Head Start program.

Provider will:

Training:

- Provide staff training related to other areas of the program as requested by CAPK.
- Ensure all staff working with children receive annual Child Abuse and Safe Sleep training, and

bi-annual Pediatric and Adult First-aid and CPR training

- Make available at least two days per year, or a minimum of 15 hours per program year, for staff to receive training.
- Request in writing for staff to attend Head Start specific approved conferences, classes, trainings and workshops.

CAPK will:

Training:

- Provide staff training on State and Federal regulations and mandates, mutually coordinated with CAPK and other partners.

- Provide staff training related to other areas of the program as requested by contractor.
- staff to provide groups as well as on-site training as needed.
- Register for outside training and conferences: CAPK will be responsible for registration and incidental expenses for provider to attend Head Start specific approved conferences, classes, trainings, workshops and will invoice with receipts attached.
- Reimburse provider staff per diem related to travel expenses.
- Support and offer opportunities for at least 15 hours of professional development annually.

Narrative Proposal

The Narrative Proposal section requests the most information of proposers and has the most evaluation points assigned to it. Please answer questions in this section as clearly and simply as possible.

When responding to this narrative section, it is recommended that Providers clearly label each section so that reviewers can easily see responses. If any question of section does not apply to the services you are offering, it is best to state this rather than leave a section blank.

1. Proposed Services

Please answer the following questions about your program.

The Head Start Adult to Child Ratios for a Family Child Care home are as follows:

Small License: One provider, 6 children with no more than 2 infants under age 24 months. OR 4 children under 36 months with no more than 2 under 18 months

Large License: Two providers, up to 12 children with no more than 4 infants under age 2

Please provide the number of children: 0-12 Months, 13-24 Months, 25-35 Months, 36-60 Months you hope to serve in HS/EHS.

2. Program Qualifications

a. Experience

Please describe your program's experience providing early childhood education and care services. Include information on years of operation, program capacity, and any experience delivering services comparable to those offered through Head Start and/or Early Head Start.

b. Licensing and Regulatory Compliance

Please describe your program's current childcare licensing status and regulatory history. Include copies of all applicable childcare licenses, certifications, and any other relevant approvals or accreditations.

c. Experience Serving Subsidized Families

Please describe your experience serving children and families receiving subsidized childcare services.

d. Program Development and Use of Funding

CAPK will provide monthly reimbursement for services delivered to enrolled Head Start and/or Early Head Start children. Contracted reimbursement rates will be determined based on factors including staff qualifications, licensing history, program quality, compliance records, and other relevant considerations. Initial rates will be no less than **\$625 per enrolled Head Start/Early Head Start child per month**. Following a successful 12-month introductory period, reimbursement rates may be adjusted based on program performance, up to a maximum of **\$750 per enrolled child per month**.

If awarded a Head Start and/or Early Head Start contract, please describe how you would utilize these resources to strengthen and enhance your program. Include specific areas of focus such as staff qualifications and professional development, classroom environments, curriculum implementation, family engagement, health and safety, child assessment, or other quality improvement initiatives.

3. Personnel Qualifications

Fully qualified Family Child Care personnel must possess an Associate Teacher Child Development Permit (or higher) from California Commission of Teacher Credentialing. Other qualifications may include a Family Child Care CDA, AA or BA in Child Development or Early Childhood Education.

a. Please list all adults working with children and include proof of their education/qualifications (permits, transcripts, degrees, etc.)

b. If your program does not have sufficient staff to meet qualifications for proposed services, please explain the plan to acquire sufficient qualified staff. Applicants may still be considered for a partnership contract without meeting the staff qualification requirements, on the condition that they reach the HS/EHS staff qualification requirements within 18 months of contracting with CAPK.

4. Curriculum

- a. Please identify and describe any infant, toddler, and preschool curricula currently implemented by your organization.
- b. Please identify and describe the assessment system(s) currently used to evaluate the development and progress of infants, toddlers, and preschool-aged children.

5. Environment

- a. A home visit will be conducted during the week of **August 10, 2026**, to complete an environmental screening. The purpose of the screening is to evaluate the current learning environment, identify opportunities for improvement, and establish goals to support an enhanced learning experience for children.
- b. Please provide your preferred date(s) and time(s) during the week of **August 10, 2026**, for the home visit. Indicate any scheduling constraints or availability considerations that should be taken into account.

6. Program Philosophy

- a. Please describe your program's philosophy and approach to early childhood education. Explain why you believe your program is well-suited to partner with the Head Start and/or Early Head Start program and how your practices align with the goals of providing high-quality, comprehensive services to children and families.
- b. Describe how participation in the Head Start and/or Early Head Start program would enhance the services and supports your program currently provides to children and families.
- c. Explain the importance of bringing Head Start and/or Early Head Start services to your community. Include how these services would address the needs of local children and families and contribute to positive child and family outcomes.

ATTACHMENT A

Community Action Partnership of Kern

• Business Services Department •

1300 18th St, Ste 200, Bakersfield, CA 93301 • 661.336.5236 • procurement@capk.org

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: _____

ATTACHMENT C

Community Action Partnership of Kern Additional Terms and Conditions

1. **TAXES.** The Contractor 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 OR SUBCONTRACTING.** The Contractor may not assign or transfer the Agreement, or any interest therein or claim thereunder, or subcontract any portion of the work thereunder, without the prior written approval of CAPK. If CAPK consents to such assignment or transfer, the terms and conditions of the Agreement shall be binding upon any assignee or transferee. Any transfer shall be considered an addendum to the Agreement and must be included as such.
3. **TERMINATION FOR CONVENIENCE OF CAPK.** CAPK may terminate the Agreement at any time by giving written notice to the Contractor of such termination and specifying the effective date thereof. In that event, all finished or unfinished documents and other materials as described herein, at the option of CAPK, shall become its property. If the Agreement is terminated by CAPK as provided herein, the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials. The Contractor hereby expressly waives any and all claims for damages or compensation arising under the Agreement except as set forth in this section in the event of such termination.
4. **CHANGES.** CAPK may from time to time, require changes in the scope of the services of the Contractor to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation which are mutually agreed upon by and between CAPK and the contractor, shall be effective when incorporated in written amendments to the Agreement. Amendments shall be valid only after approval by Contractor and CAPK's Chief Executive Officer.
5. **CLAIMS.** All claims for money due or to become due to the Contractor from CAPK under the Agreement may not be assigned to a bank, trust company, or other financial institution without CAPK approval. Notice or requests of any such assignment or transfer shall be furnished promptly in writing to CAPK.
6. **NOTICE.** Any notice or notices required or permitted to be given pursuant to the Agreement may be personally served on the other party by the party giving such notice, or may be served by certified mail, return receipt requested.
7. **AFFIRMATIVE ACTION.** The Contractor agrees to abide by all State and Federal Affirmative Action policies and laws.
8. **DISPUTE RESOLUTION.** Any dispute arising regarding the interpretation or implementation of the Agreement, including any claims for breach of the Agreement, shall be resolved by submitting the claim for arbitration to the American Arbitration Association in accordance with its rules and procedures applicable to commercial disputes. The location of any arbitration hearing shall be Bakersfield, California, and any enforcement of the arbitrator's decision shall be brought in the Superior Court of the County of Kern, Bakersfield, California.
9. **EQUAL EMPLOYMENT OPPORTUNITY.** All hiring and other employment practices by the Contractor 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 Contractor will be American made.
12. **CONFIDENTIALITY.** The Contractor shall use his or her best efforts to keep confidential any information obtained during the performance of the Agreement.
13. **RESPONSIBILITY.** If Contractor is part of a corporation, the individual or individuals who sign the Agreement on behalf of the corporation are jointly responsible for performance of the Agreement.

14. **PROTEST BY CONTRACTOR.** If the Contractor wishes to file a protest against CAPK for any action, the Contractor 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 Agreement, which may be in whole, or in part, sponsored or funded by a Local, State, or Federal agency. Also, no relative of an employee of CAPK may enter into or bid on an Agreement while said employee is still employed by CAPK. No relative of an employee of CAPK may bid on an Agreement until 12 months after the date said employee of CAPK has left employment of CAPK, either voluntarily or involuntarily. It is contrary to CAPK policy for any CAPK employee to personally solicit, demand or receive any gratuity of any kind from a Contractor in connection with any decision affecting a CAPK purchase or Agreement for Goods or Services. Thus, if such a case were to occur, the Contractor may file a protest with CAPK as specified in the section titled "Protest by Contractor."
16. **DEBARMENT AND SUSPENSION CERTIFICATION.** Contractor, 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. **WORKERS' 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."

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

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

18. **INSURANCE REQUIREMENTS:** Contractor shall procure, furnish and maintain for the duration of the Agreement the following types and limits of insurance herein:
- a. Contain an additional insured endorsement in favor of Community Action Partnership of Kern, its board, officers, agents, employees and volunteers.
 - b. 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:

- c. Provide Contractual Liability coverage for the terms of the Agreement.
- d. Contain an additional insured endorsement in favor in favor of Community Action Partnership of Kern, its board, officers, agents, employees and volunteers.
- e. Sexual Abuse Coverage in the amount of One Hundred Thousand Dollars (\$100,000)
- f. Automobile Insurance. Contractor shall provide evidence of automobile insurance with coverage limits. No transportation services shall be provided by the Contractor to the children enrolled in the program. In the event that the Contractor uses a vehicle for business purposes or on behalf of the childcare program, the Contractor shall maintain valid automobile insurance coverage.

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

Insurance is to be placed with insurers with a Best's rating of no less than A: VII. Any deductibles, self-insured retentions or insurance in lesser amounts, or lack of certain types of insurance otherwise required by the Agreement, or insurance rated below Best's A: VII, must be declared prior to execution of the Agreement and approved by CAPK in writing. All policies shall contain an endorsement providing Community Action Partnership of Kern with thirty (30) days written notice of cancellation or material change in policy language or terms. All policies shall provide that there shall be continuing liability thereon, notwithstanding any recovery on any policy.

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

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

Signature **Date**

Print Name **Title**