REQUEST FOR PROPOSALS
(RFP)

ENERGY SUBCONTRACTOR - GLASS

Request for Proposal Number: Energy 2026-004

October 29th, 2026

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

Proposals Due by 2:00 p.m., November 19th, 2026

Community Action Partnership of Kern
1300 18th Street, Suite 200, Bakersfield, CA 93301
(661) 336-5236

REQUEST FOR PROPOSALS (RFP):
GLASS SUBCONTRACTOR
GENERAL CONDITIONS

PURPOSE
Community Action Partnership of Kern (CAPK) is soliciting proposals to find a qualified vendor with

A. Proposal Submission Information

1. **Closing Date:** Proposals must be submitted no later than **2:00 p.m. November 19th 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-Energy-2026-004
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.

	Date(s)	Event
1	October 29th, 2026	RFP Released to public
2	November 5th, 2026	Due date for Vendor questions
3	November 12th, 2026	Responses to Vendor questions emailed to Vendors
4	**November 19th, 2026, by 2:00pm**	**DUE DATE FOR PROPOSALS FROM VENDORS**
5	December 9th, 2026	Notification of award

A. **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.

B. **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.

C. **Notification of Award:** CAPK anticipates but does not guarantee that the Contract(s) will be awarded by December 9th, 2026.

Award will be given to the most responsible Vendor(s) whose service, experience and approach to the project are most compatible with the CAPK's needs. CAPK will be the sole judge in making this determination.

CAPK also reserves the right to issue awards to multiple Vendors. The award will result in a one-year contract with options to extend.

D. **Small, Women and/or Minority-Owned Business:** Efforts will be made by CAPK to utilize small businesses, women and minority-owned businesses, with the consideration that the primary responsibility is the most favorable return to CAPK.

A Vendor qualifies as a small business firm if it meets the definition of "small business" as established by the Small Business Administration (13 CFR 121.201).

I. SPECIAL CONDITIONS

A. **Background:** CAPK is seeking to find a qualified Contractor with a C-17 glazing contractor's license for replacement and/or repair of glass windows, dual repairs, obscure bathroom glass and glass pick-up. The purpose of this RFP is to provide a method of selection and the basis for negotiating the Contract to perform such services.

Contractors must demonstrate prior similar experience, a minimum of five (5) years of operation in the present form of business organization; prior similar experience of the Contractor's sub-contractors; and extensive experience on comparable projects of key personnel assigned to this project.

B. **Selection:** The selection process will be followed by Contract negotiation. **The FINAL pricing in the resulting Contract shall be the pricing included in Contractor's bid documents.** If negotiations are unsuccessful, CAPK will proceed with negotiations with the next qualifying Contractor.

It is recognized that the selected Contractor will be required to collect all pertinent information necessary to complete the required services in advance of all required deadlines. Therefore, all responding Contractors will keep this in mind when preparing their response to the RFP.

C. **Scope of Services:** The Firm is to provide all items as described below and in further detail on Bid Form CAPK Energy 2026-001, including labor:

- **Glass:** To include permit (if applicable), installation, removal and disposal of removed glass, lead-safe work (as applicable), clean-up of debris created during installation, repair or replacement, of the following: Dual Repairs: Dual Glazed Clear/Clear, Dual Clear/Gray or Bronze, Dual Glazed Tempered, Dual Glazed with grids in glass; Obscure Bathroom Glass: Double and single strength; Tempered; Annealed Clear; Sliding glass doors.

D. Technical Proposal Information:

1. Describe Contractor's experience and capabilities with regard to non-profit agencies.
2. List the name(s) and professional qualifications of the primary staff that will be assigned to CAPK's account.
   - **a.** Include job title, current responsibilities, total years' experience, years with Contractor, degrees and certifications, professional affiliations, and any other relevant information.
   - **b.** Provide a list of other key personnel who will be assigned to CAPK's account.
   - **c.** Describe any services or portion of services that will be performed by a subcontractor and provide relevant information on such company's qualifications and personnel.

E. **Conflict of Interest:** Provide a statement of any potential conflicts Contractor and/or key staff

F. **Pricing Sheet:** All prices must state the maximum total price for each of the items on Bid Form CAPK Energy 2026-004. The Pricing Sheet must be completed and submitted with Contractor's proposal.

G. **Warranty:** Warranty information for material and labor are to be included.

H. **U.S. ENVIRONMENTAL PROTECTION AGENCY (EPA) CERTIFICATION:** CONTRACTORS ARE REQUIRED TO OBTAIN AN EPA CERTIFICATION IN ORDER TO CONDUCT BUSINESS WITH CAPK.

II. PROPOSAL CONTENT REQUIREMENTS

Proposals must include the following:

A. **Cover Letter:** A one-page cover letter with the name and contact information of the proposed Vendor.

B. Description of services to be provided, including informative sheets on services.

C. Detailed plan of action for all phases of the services requested.

D. Please include any discounts provided to CAPK due to its 501(c)(3) status including any in-kind donations.

E. **Conflict of Interest:** Provide a statement of any potential conflicts Vendor and/or key staff may have regarding providing these services to CAPK. The statement should not only include actual conflicts, but also any working relationships that may be perceived by disinterested parties as a conflict. If no potential conflicts of interest are identified, so state in your proposal.

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

F. **Bid Sheet**: Attachment A.

G. **Checklist**: Attachment B.

H. **Vendor Information Sheet:** Appendix A.

I. **W-9:** Appendix B.

J. **Additional Terms and Conditions:** Appendix C.

III. 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.

B. Not providing the appropriate SPIN number will disqualify Vendor's bid.

IV. 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.

V. SELECTION PROCESS AND CRITERIA

- This is a NEGOTIATED procurement and as such, award will not necessarily be made to the Vendor(s) submitting the lowest priced proposal. Award will be made to the Vendor(s) submitting the best responsive proposal satisfying CAPK's requirements, as determined by CAPK, including consideration of price and qualifications.

- Contract may be awarded to multiple contractors.

Nonresponsive Proposals

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

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

Proposal Evaluation

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

1. Prior experience of Contractor a. Prior experience with a public or community agency on projects similar to the Project Three (3) written reference letters for similar projects a. Please provide a minimum of three reference letters. Please provide detailed information about reference sites. We are specifically interested in your most recent projects. Please include the following: a. Names of agencies b. Contact names, titles, telephone numbers, and email addresses	Points = 20
2. Contractor's organization, size, structure and capacity	Points = 20
3. Staff qualifications and relevant experience	Points = 15
4. Fees	Points = 40
5. **Affirmative Consideration of Small Businesses** Consistent with this solicitation's requirements, consideration will be given to structuring procurements, when economically feasible, into smaller tasks or quantities to encourage maximum participation by qualified small business enterprises. CAPK is committed to providing small businesses with equitable opportunities to compete for and participate in contract awards.	Points = 5
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, CAPK will process the Contract for award. CAPK reserves the right to award contracts to multiple vendors. The initial contract term will be one (1) year, with up to four (4) additional one-year renewal options at CAPK's discretion.

VI. 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.

VII. 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.

ATTACHMENT A

PRICING SHEET FOR WEATHERIZATION SERVIVCES

Subcontractor – Glass CAPK Energy 2026-001

Measure (Work type)	Type/Measure Detail	Your bid amount (include labor/material)	Quantity Limits Per Job
Environmental Hazard Work - Lead Safe Weatherizing	Completing Lead- Safe work (need certification)	No maximum Are you willing to complete lead-safe work? Yes___ No___	As required by EPA
Door, Sliding Glass	Repair - 72" x 80" and smaller	$_____ per door	1 repair per dwelling unit
	Repair - Greater than 72" x 80"	$_____ per door	
	Replacement - 72" x 80" and smaller (Catastrophic leaks only)	$_____ per door	1 replacement per dwelling unit
	Replacement - Greater than 72" x 80" (Catastrophic leaks only)	$_____ per door	
Window	Repair (Catastrophic leaks only)	$_____ per dwelling unit	1 occurrence per dwelling unit, no maximum quantity
	Replacement (Catastrophic leaks only)	$_____ per dwelling unit	
Shade screens		$_____ per dwelling	1 occurrence per dwelling unit, no maximum quantity
Storm Windows	Fixed, Glass Glazing	$_____ per sq ft	1 occurrence per dwelling unit, no maximum quantity
	Fixed, Polycarbonate	$_____ per sq ft	
	Operable, Glass Glazing	$_____ per sq ft	
	Operable, Polycarbonate	$_____ per sq ft	
Tinted Window Film		$_____ per sq ft	1 occurrence per dwelling unit, no maximum quantity

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CONTRACTOR PROFILE SHEET

General Information:

1. Firm Name: _____ Phone No. _____
2. Contractor License

   Class C-17 Contractor License Number:_____

   List any other Licenses held Number:_____

   Name of License Holder: _____

   Relationship to Company: _____
3. U.S. Environmental Protection Agency (EPA) Certification #:_____
4. Name of Person(s) authorized to make financial and business decisions and sign legal documents:

   Name: _____ Title/Position:_____
5. How many years of experience does your company have? _____
6. Total number of employees:_____
7. Number of repair/replacement technicians you currently employ? _____
8. Number of pieces of glass and/or windows you can repair or replace per week:_____
9. Approximate number of days you can begin service at the capacity indicated above after execution of the Contract.

   CHECK ONE: a. 1-4 days ___ b. 5 days___ c. 2 weeks ___d. 3 weeks ___
10. Will you be able to respond to hazardous corrections or complaints within 48 hours and all other corrections within five working days after oral or written notification CAPK?
11. If there any type of glass your company is not equipped to repair or replace? Yes____ No____
12. If yes, please explain:_____
13. Is your company equipped to make incidental repair applicable to the installation of glass (i.e., drywall work, painting, etc.) Yes_____ No _____
14. List your normal territory of operation:_____

ATTACHMENT B

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 reference letters		
Licensing/Qualification Questionnaire		
Vendor Information Sheet		
W-9		
Additional Terms and Conditions		

APPENDIX A

Community Action Partnership of Kern
• Procurement 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: _____

REVISED 7/1/2017

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:
☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____
Note. 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.
☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

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

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.

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.

Social security number
___ - ___ - ____

or

Employer identification number
__ - _____

Part II Certification

Under penalties of perjury, I certify that:

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

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

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

General Instructions

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

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

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

Cat. No. 10231X — Form **W-9** (Rev. 12-2014)

APPENDIX C

Community Action Partnership of Kern

Additional Terms and Conditions

1. **TAXES.** The Vendor is solely responsible to pay all taxes and comply with all Federal, State, and local laws, ordinances, rules, regulations and lawful orders bearing on the performance of work.
2. **ASSIGNMENT OF SUBCONTRACTING.** The Vendor may not assign or transfer the Contract, or any interest therein or claim thereunder, or subcontract any portion of the work thereunder, without the prior written approval of CAPK. If CAPK consents to such assignment or transfer, the terms and conditions of the Contract shall be binding upon any assignee or transferee. Any transfer shall be considered an addendum to the Contract and must be included as such.
3. **TERMINATION FOR CONVENIENCE OF CAPK**. CAPK may terminate the Contract at any time by giving written notice to the Vendor of such termination and specifying the effective date thereof. In that event, all finished or unfinished documents and other materials as described herein, at the option of CAPK, shall become its property. If the Contract is terminated by CAPK as provided herein, the Vendor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials. The Vendor hereby expressly waives any and all claims for damages or compensation arising under the Contract except as set forth in this section in the event of such termination.
4. **CHANGES**. CAPK may from time to time, require changes in the scope of the services of the Vendor to be performed hereunder. Such changes, including any increase or decrease in the amount of the Vendor's compensation which are mutually agreed upon by and between CAPK and the Vendor, shall be effective when incorporated in written amendments to the Contract. Amendments shall be valid only after approval by Vendor and CAPK's 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 a Contract while said employee is still employed by CAPK. No relative of an employee of CAPK may bid on a 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.

_____

Signature **Date**

_____

Print Name

_____

Company Name