REQUEST FOR PROPOSALS (RFP)
FOR
Architectural Services

Request for Proposal Number: OPS 2026-006
July 14, 2026

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

Proposals Due by 2:00 p.m., August 11, 2026

REQUEST FOR PROPOSALS (RFP):
Architectural Services
GENERAL CONDITIONS

I. PURPOSE

CAPK seeks a qualified, licensed architectural firm to serve as the Lead Architect and Design Team Manager for the design phase of the Shafter Youth Center CRC. The selected firm will lead the full design process from Conceptual Design through City of Shafter Plan Review Approval, with all construction documents ready for the SGC CRC Implementation Grant application due February 11, 2027.

The Lead Architect is expected to assemble and manage a team of licensed sub-consultants, including at minimum a Structural Engineer, Mechanical/Plumbing Engineer, Civil Engineer, and an Electrical Engineer with demonstrated, specialized experience in microgrid design and distributed energy resources (DER). Potential scope includes room reconfiguration, building additions, mechanical and plumbing alterations, building electrical upgrades, and a microgrid system to support resilience operations during grid outages.

The following documents are incorporated into this RFP by reference and are attached or available upon request:

- HARC, Inc., Shafter Community Resiliency Center Needs Assessment — Final Report, June 15, 2026
- Shafter Community Resiliency Center Needs Assessment — Infographic

A. Proposal Submission Information

1. **Closing Date:** Proposals must be submitted no later than **2:00 p.m. August 11, 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.
4. **Procurement Compliance Notice**

   CAPK is a recipient of public funds from the California Strategic Growth Council. All procurement actions are subject to the CRC Procurement Guide (June 2025, Version 1) and California public procurement standards. This solicitation has been submitted to SGC for review and approval prior to release, as required for professional service contracts valued at $50,000 or more. Conflict of interest requirements apply to all evaluators and the awarded vendor.

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

Community Action Partnership of Kern (CAPK)
RFP SYC – 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. L**ate 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	7/14/2026	RFP Released to public
2	7/29/2026	Due date for Vendor Questions -Please email to Procurement@capk.org
3	7/31/2026	Responses to Vendor questions emailed to Vendors
4	**8/11/2026 by 2:00pm**	**DUE DATE FOR PROPOSALS FROM VENDORS**
5	8/26/2026	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 **August 26, 2026.**

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

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).

II. PROJECT DESCRIPTION

A. Project Goals

1. The overarching goal is to transform the Shafter Youth Center into a fully permitted, shovel-ready Community Resilience Center supported by a microgrid capable of maintaining critical operations during prolonged grid outages. Design work must be grounded in the findings of the Task 2 Needs Assessment, Task 4 Community Engagement, and Task 5 infrastructure analyses completed under the Project Development Grant.

   The design documents produced under this contract will serve two primary purposes:

   a. Enable CAPK to submit a fully substantiated SGC CRC Implementation Grant application by February 11, 2027.

   b. Provide construction-ready documents sufficient for contractor bidding once Implementation Grant funds are secured.

B. **Year-Round Programming**

1. The Shafter Youth Center CRC is intended to serve the community both during emergency activations and year-round. Based on documented community needs from the HARC Needs Assessment, the facility must be designed to accommodate the following program mix simultaneously:

Year-Round Programs	Emergency Activation Uses	Economic Development Uses
• Youth programs (highest expressed need: 29/50 stakeholders) • Teen programs and safe space (ages 14–18 most underserved) • Adult education: ESL, financial literacy, computer classes • Workforce development and job training • Mental health support groups and counseling • Parenting classes • Senior programs • Community and family events / meeting space • Food distribution and food drives • Partner organization space (lease/rental) • Social service programs	• Emergency shelter (cots, sleeping supplies) • Cooling center during extreme heat events (76.7+ days/yr >100°F projected by 2035) • Clean air center during poor air quality events • Emergency food and water distribution • Medical equipment charging and refrigeration • On-site water filtration system • Disaster response coordination hub • Pet sheltering room • Device charging stations • Wi-Fi / information access hub • Bilingual disaster preparedness education • Emergency Supply Storage	• Commercial kitchen for food-based business incubation (69.4% of survey respondents expressed interest) • Commercial kitchen for culinary job training • Computer lab for workforce development • Community garden (food security + nutrition education) • EV charging stations • Small business and entrepreneur support space • Rental Space

C. **Anticipated Scope of Physical Work (Design Phase Only)**

1. Based on the pre-development analyses completed under the Project Development Grant, the following categories of physical work are anticipated. Final scope will be confirmed through the Conceptual Design phase in collaboration with CAPK and the Community Stakeholder Structure (CSS). The Lead Architect and subconsultants must be prepared to address all categories below:

a. Architectural / Space Planning

a. Interior space reconfiguration to support resilience center operations (shelter-in-place, resource distribution, coordination hub)
b. Building additions to expand capacity for emergency activation and year-round community services
c. Accessible design upgrades per current CBC Title 24 and ADA/ABA requirements
d. Gender-neutral restroom facilities to support emergency shelter occupancy per PETS Act and FEMA shelter standards
e. Emergency-use restroom and sanitation provisions; plumbing rough-in for potential portable shower connection per County partnership
f. Dedicated public-access resilience zone: a demarcated area of the facility accessible to the general public during emergency activations as a cooling center and clean air center, with separate accessible egress, ADA-compliant restrooms, clear wayfinding in English and Spanish, and design that does not compromise security of program spaces during non-emergency operations
g. Gymnasium reconfiguration: the existing gymnasium may be partially converted, with approximately half retained as open gym/multi-purpose floor space and the remaining half converted to a two-story office and classroom addition. Structural analysis of the existing roof system, new floor framing, fire-rated assemblies, interior stair/egress, and CBC occupancy compliance for the new use are required for this option. Both a full gymnasium option and a partial conversion option must be presented in Conceptual Design alternatives
h. Dedicated pet sheltering room: a separated, ventilated room with washable hard surfaces, floor drain, water access, and provisions for temporary animal kennels, sized to accommodate a minimum of 20 animals during emergency activations
i. Secure storage for emergency supplies and equipment
j. Expansion of existing commercial kitchen
k. Secure storage for emergency supplies and equipment
l. Seismic resilience design: in addition to current CBC seismic compliance, the Conceptual Design shall evaluate enhanced seismic performance objectives for the facility as a designated emergency response hub, consistent with ASCE 7 Importance Category III (Risk Category III) for essential facilities. The structural engineer shall present options for enhanced seismic performance at the SD phase for CAPK and CSS review

b. Structural Engineering

a. Structural assessment of existing building for occupancy changes and addition loads
b. Seismic evaluation and retrofit design: evaluate existing building to current CBC/ASCE 7 requirements; prepare recommendations for seismic retrofit to achieve Risk Category III performance objectives appropriate for a designated community emergency response hub; present retrofit cost options at SD phase.
c. Foundation design for any additions or equipment pads (microgrid, HVAC, generator)
d. Structural analysis of existing roof system for PV array dead loads and any cool roof membrane dead load

e. Seismic bracing and anchorage design for critical mechanical and electrical equipment (microgrid batteries, generators, HVAC units) to ensure continued operation post-earthquake.

c. Mechanical / Plumbing Engineering

a. HVAC system evaluation and design modifications to support year-round occupancy and emergency shelter/cooling center operations, sized for the documented extreme heat environment (ambient design temperatures exceeding 100°F for extended periods)

b. Air filtration system rated at a minimum of MERV 13 to support clean air center function during poor air quality events, with provisions for future upgrade to MERV 16 or HEPA filtration in the public-access resilience zone

c. Dedicated outdoor air and ventilation design to maintain positive pressure in the resilience zone during air quality emergency activations

d. Integration of HVAC controls with microgrid load management to enable load shedding during grid outage without losing critical cooling capacity

e. Commercial kitchen ventilation: Type I and Type II exhaust hood design, grease duct routing, listed fire suppression system coordination, and make-up air system design per California Mechanical Code and Kern County Environmental Health Department requirements

f. Grease interceptor design and sizing per City of Shafter Public Works requirements for commercial kitchen waste discharge.

g. On-site water filtration system: plumbing design for a point-of-use or point-of-entry water filtration system capable of providing potable water to the public-access resilience zone during municipal water system disruption or contamination events; system must be capable of operation on microgrid power; specify NSF/ANSI Standard 53 or 58 certified filtration appropriate for the identified contaminant profile

h. Emergency water storage rough-in: provisions for on-site potable water storage (minimum 500-gallon tank, gravity-fed distribution) for use during municipal water system failure

i. Plumbing modifications to support expanded gender-neutral restrooms, commercial kitchen, emergency sanitation facilities, and community garden irrigation

j. Refrigeration rough-in for emergency food and medication storage

k. Laundry machine and dryer connections (minimum 2 washer/dryer pairs) for emergency shelter operations

d. Electrical Engineering (Building Electrical & Microgrid)

The Electrical Engineer is a critical and heavily weighted sub-consultant under this contract. This discipline encompasses two integrated scopes of work:

a. Building Electrical:

i. Existing electrical service evaluation and load analysis including new commercial kitchen and EV charging loads

ii. Service upgrade design to support microgrid integration, EV charging station rough-in (minimum 2 Level 2 EVSE circuits, conduit stub-out for future expansion), and expanded facility loads including commercial kitchen

iii. Panel and distribution upgrades

iv. Emergency lighting, exit signage, and life safety electrical systems

v. Low-voltage systems (data, communications, security, fire alarm coordination)

vi. Wi-Fi and public information infrastructure: low-voltage design for dedicated public-access Wi-Fi network in the resilience zone, capable of operating on microgrid power; include conduit and outlet provisions for digital information display screens for emergency communications; coordinate with IT vendor specifications

b. Microgrid Design:

i. Microgrid system architecture: solar photovoltaic (PV) array, battery energy storage system (BESS), and backup generation as required

ii. System sizing based on critical load analysis (emergency operations, HVAC, lighting, communications)

iii. Interconnection design compliant with PG&E Rule 21 / CPUC requirements for behind-the-meter and potential grid-tied operation

iv. Automatic transfer switch (ATS) and islanding protection design

v. Grid interconnection application support and utility coordination

vi. Battery storage specification: chemistry, capacity (kWh), power rating (kW), system integration, UL 9540 compliance

vii. Solar PV specification: system size (kW-DC), inverter type (string vs. central vs. microinverter), California Energy Commission (CEC) listed equipment

viii. SCADA / energy management system (EMS) design for monitoring and control

ix. Project cashflow model and system operations plan for 20-year lifecycle

x. Compliance with CBC Chapter 12 (Solar Energy Systems), NEC Article 705 (Interconnected Electric Power Production Sources), and NEC Article 706 (Energy Storage Systems)

xi. Kern County Air Pollution Control District requirements for any diesel backup generation

e. Civil Engineering

a. Grading and drainage design for any site additions or exterior modifications

b. Stormwater management per City of Shafter and Regional Water Quality Control Board requirements

c. Utility connection coordination (electrical service upgrade, water, sewer, commercial kitchen grease waste)

d. Parking and site access modifications including accessible drop-off zone and secure bicycle parking

e. Site planting plan incorporating shade trees to reduce heat island effect on the site, consistent with CALFire urban forestry guidelines and CalGreen requirements; coordinate species selection with City of Shafter Public Works

f. ALTERNATE BID ITEM: Community garden infrastructure — water service lateral, drip irrigation rough-in, and grading for a community garden plot area in the existing green space on the property

D. Design Phases and Deliverables

Phase	Key Deliverables	Target Completion
Phase 1 Schematic	• Existing conditions site survey and documentation	[NTP + ~60 days]

Design	• Conceptual floor plan alternatives (minimum 2): Option A — full gymnasium retained; Option B — partial gymnasium conversion to two-story classroom/office • Commercial kitchen preliminary layout options • Preliminary microgrid system concept and sizing study including commercial kitchen and EV loads • Preliminary construction cost estimate (Order of Magnitude) including alternate bid items • Bilingual (English/Spanish) CSS presentation and written approval to proceed	
Phase 2 Design Development (DD)	• Developed floor plans, elevations, and sections for all disciplines • Structural, mechanical, electrical, and civil systems designed to 60% completion • Commercial kitchen layout at 60% including hood, grease interceptor, and health department pre-consultation documentation • Microgrid DD drawings: PV layout, BESS location, switchgear, single-line diagram • Cool roof specification and shade tree planting plan • Updated cost estimate (Design Development level) with value engineering options if estimate exceeds Implementation Grant budget • Pre-application meeting with City of Shafter Building Department • Bilingual (English/Spanish) CSS presentation and written approval to proceed	[SD Approval + ~90 days]
Phase 3 Construction Documents (CD)	• 100% Construction Document set: architectural, structural, mechanical, plumbing, electrical, civil, and microgrid • Commercial kitchen CD set including Kern County Environmental Health Department permit-ready drawings • Project specifications (CSI MasterFormat) including commercial kitchen equipment specs • Complete microgrid specifications: PV, BESS, inverters, EMS, ATS, single-line and three-line diagrams, equipment schedules • Title 24 energy compliance documentation including cool roof calculation • Bidding documents including alternate bid schedule for community garden • Construction cost estimate (GC Bidding level)	[DD Approval + ~90 days]
Phase 4 Plan Review & Permitting Support	• Submit complete permit package to City of Shafter Building Department • Submit commercial kitchen permit to Kern County Environmental Health Department • Respond to all plan check comments; resubmit as required • Obtain City of Shafter Building Department approval (stamped approved drawings)	**Approval by January 15, 2027**

	• Submit interconnection pre-application to utility (PG&E Rule 21 / ICA analysis) • Final record set of approved drawings delivered to CAPK in PDF and native digital formats	

III. SCOPE OF WORK

A. Lead Architect Responsibilities

The Lead Architect serves as the prime contractor to CAPK and is responsible for all of the following:

1. Managing the full design team including all sub-consultants
2. Serving as the single point of contact and accountability to CAPK
3. Coordinating design across all disciplines to ensure integration and consistency
4. Facilitating all CSS and stakeholder presentations at each phase gate
5. Maintaining the project schedule and delivering each phase on time
6. Ensuring all deliverables comply with California Building Code (CBC), Title 24, ADA/ABA, City of Shafter Municipal Code, and all applicable SGC grant requirements
7. Leading the City of Shafter plan check and permit process through final approval
8. Maintaining project documentation sufficient for SGC grant reporting and audit

B. Minimum Sub-Consultant Team Required

The proposal must identify all sub-consultants and include their resumes, licenses, and relevant project experience. At minimum, the following licensed disciplines must be included:

Discipline	Required License / Credential	Key Qualifications Required
Lead Architect	CA Licensed Architect (AIA preferred)	Community/institutional or civic facility design; CBC/Title 24 expertise
Structural Engineer	CA Licensed Structural Engineer (SE) or Civil Engineer with structural authorization	Seismic evaluation and retrofit; existing building assessments
Mechanical / Plumbing Engineer	CA Licensed Mechanical Engineer (ME)	HVAC design for high-occupancy / shelter operations; emergency resilience loads
Electrical Engineer (Building & Microgrid)	CA Licensed Electrical Engineer (EE) — see enhanced requirements in Section IV.C	Demonstrated microgrid / DER project experience; PG&E Rule 21 interconnection; BESS and solar PV design
Civil Engineer	CA Licensed Civil Engineer (PE)	Grading, drainage, utility coordination, City of Shafter plan check experience

C. Electrical Engineer / Microgrid Designer Requirements

The Electrical Engineer with Microgrid specialization is the most critically weighted sub-consultant under this contract. Proposals that do not meet the minimum microgrid qualifications below will be deemed non-responsive and will not be scored further.

The Electrical Engineer assigned to microgrid design must demonstrate:

1. Minimum Qualifications (Pass/Fail Threshold):
   - **a.** Current California Professional Engineer license in Electrical Engineering
   - **b.** A minimum of three (3) completed commercial, institutional, or community-use microgrid projects in California, each incorporating solar PV, battery energy storage, and utility interconnection
   - **c.** Demonstrated experience with PG&E Rule 21 interconnection applications, including at least one (1) approved Rule 21 application for a battery energy storage system (BESS)
   - **d.** Demonstrated familiarity with CPUC Decision D.21-04-032 (IOU interconnection rules for DER) and NEC Article 706 (Energy Storage Systems)
2. Preferred Qualifications (Scored):
   - **a.** NABCEP (North American Board of Certified Energy Practitioners) certification or demonstrated equivalent training in PV and storage systems
   - **b.** Experience with SCADA / energy management systems (EMS) for microgrid monitoring and dispatch optimization
   - **c.** Experience with California Self-Generation Incentive Program (SGIP) applications for battery storage incentive funding
   - **d.** Experience with community-serving resilience facility microgrids (schools, community centers, emergency shelters)
   - **e.** Experience with Kern County Air Pollution Control District (KCAPCD) permitting for backup generation equipment
   - **f.** Familiarity with FEMA Hazard Mitigation Grant Program (HMGP) technical documentation requirements for resilience infrastructure

   Proposals must include for the Electrical Engineer: California PE license number, list of qualifying microgrid projects with owner contact references, evidence of Rule 21 application experience, and professional resume. Failure to provide all required documentation will result in the sub-consultant failing the minimum qualification threshold.

D. Additional Task Requirements

1. Existing Conditions Documentation
   - **a.** Conduct a thorough site survey of the Shafter Youth Center including as-built documentation, measurements, utility locations, and photographic record
   - **b.** Review all available prior reports including the Task 2 Needs Assessment, Task 5 Physical Infrastructure Analysis, Electrical Infrastructure Analysis, and Microgrid Feasibility Assessment prepared under the Project Development Grant
   - **c.** Coordinate with CAPK and CSS to confirm program requirements prior to commencing design
2. Community and Stakeholder Engagement Support
   - **a.** Attend a minimum of two (2) CSS presentations (at SD and DD phases) to present design progress, incorporate feedback, and obtain written phase approvals
   - **b.** Prepare clear, non-technical bilingual presentation materials (renderings, diagrams, 3D views) suitable for community stakeholder audiences including residents with limited English proficiency and limited formal education

   c. Participate in one (1) community meeting at the Shafter Youth Center (Task 5, Subtask H of the Work Plan) to present design findings
3. Cost Estimating
   a. Provide construction cost estimates at each phase gate: Order of Magnitude (SD), Design Development, and GC Bidding Level (CD)
   b. Estimates must be formatted to support SGC Implementation Grant budget documentation
   c. Identify value engineering options at DD phase if estimate exceeds Implementation Grant budget parameters
4. SGC Grant Reporting Support
   a. Provide monthly progress reports to CAPK summarizing work completed, upcoming milestones, and any schedule risks
   b. Maintain documentation of all design decisions, meeting notes, and correspondence sufficient for SGC audit review
   c. Provide deliverable documentation in formats specified by CAPK (PDF, AutoCAD/Revit native files as applicable)

IV. SPECIFICATIONS & REQUIREMENTS

A. Regulatory Compliance

All design documents must comply with the following standards and codes at minimum:

1. 2022 California Building Code (CBC), including Title 24 Parts 2, 6 (Energy), and 11 (Green Building / CALGreen)
2. 2022 California Electrical Code (CEC) / National Electrical Code (NEC) 2020 edition
3. 2022 California Mechanical Code (CMC) and California Plumbing Code (CPC)
4. ADA Standards for Accessible Design and California Title 24 Part 2 accessibility requirements
5. City of Shafter Municipal Code and Zoning Ordinance
6. PG&E Rule 21 and CPUC interconnection requirements for distributed generation and storage
7. KCAPCD air quality permitting requirements for any backup generation equipment
8. Cool roof: roof coating or membrane must meet or exceed Title 24 Part 6 non-residential cool roof requirements (minimum aged solar reflectance 0.55, thermal emittance 0.75); specify reflective coating or cool roof membrane on all low-slope roof areas

B. Staffing

1. The Principal-in-Charge (Lead Architect) named in the proposal must remain assigned to this project for its duration. Substitution requires prior written approval from CAPK.
2. The Electrical Engineer/Microgrid Designer named in the proposal must remain assigned to this project for its duration. Substitution requires prior written approval from CAPK and re-verification of minimum qualifications.
3. All licensed engineering sub-consultants must hold current, valid California licenses in their respective disciplines throughout the contract period.
4. Staff resumes must be included in the proposal for all key personnel (Principal-in-Charge, Project Architect, and each sub-consultant lead).

C. Schedule & Milestones

1. The Lead Architect must provide a detailed project schedule with the proposal, covering all phases from Notice to Proceed through City of Shafter Plan Review Approval.
2. City of Shafter Building Department plan approval must be achieved no later than January 15, 2027, to support the February 11, 2027, SGC Implementation Grant application deadline. Proposals must demonstrate a credible path to this milestone.
3. Monthly schedule updates must be submitted to CAPK.
4. The Lead Architect must notify CAPK in writing within 5 business days of any schedule risk that could affect the January 15, 2027, milestone.

D. Financial Management

1. Monthly invoices must be submitted to CAPK no later than the 10th of the following month, organized by phase and task.
2. Invoices must include a summary of work completed, percentage of phase completed, and hours by staff classification.
3. The contract will be structured as a fixed-price, milestone-based contract with payments tied to phase completion and CAPK written approvals.
4. Sub-consultant costs must be itemized separately in invoices.
5. CAPK is a reimbursement-based grantee. The selected firm must have the financial capacity to carry up to 45 days of costs incurred between invoice submission and payment receipt.

E. Records and Documentation

1. All project records must be maintained for a minimum of five (5) years following grant close-out, as required by SGC grant terms.
2. All deliverables must be submitted in both PDF and editable native formats (AutoCAD .dwg or Revit .rvt, as applicable).
3. Project files must be organized in a format compatible with CAPK's Microsoft SharePoint document management system.

V. MINIMUM QUALIFICATIONS

Proposals that fail at any of the following minimum qualifications will be deemed non-responsive and will not be evaluated further. Responses to each threshold must be clearly documented in the proposal under a dedicated "Minimum Qualifications" section with supporting evidence.

#	Minimum Qualification	Required Documentation
MQ-1	Lead Architect holds a current, valid California Architect license.	CA Architect license number and expiration date
MQ-2	Firm has completed a minimum of two (2) institutional, civic, or community-use building projects in California within the past seven (7) years, from design through construction completion.	Project list with owner, scope, cost, and completion date
MQ-3	The named Electrical Engineer holds a current, valid California Professional Engineer license in Electrical Engineering.	CA PE license number and expiration date
MQ-4	The named Electrical Engineer has completed a minimum of three (3) commercial, institutional, or community-use microgrid projects in California incorporating solar PV, battery energy storage (BESS), and utility interconnection.	Project list with owner, system size (kW/kWh), scope, and owner reference contact
MQ-5	The named Electrical Engineer has at least one (1) approved PG&E Rule 21 interconnection application for a battery energy	Project name, Rule 21 application number or

	storage system (BESS).	approval letter (redacted as needed)
MQ-6	All licensed sub-consultants hold current, valid California professional licenses in their respective disciplines.	License number and expiration for each named sub-consultant
MQ-7	The proposal includes a project schedule demonstrating a credible path to City of Shafter Building Department plan approval by January 15, 2027.	Gantt chart or milestone schedule included in proposal

VI. PROPOSAL CONTENT REQUIREMENTS

Proposals must be submitted electronically in a single PDF document. The PDF must be organized with clearly labeled tabs or bookmarks corresponding to the sections below.

Tab	Content	Notes
1	Cover Letter (signed by authorized representative)	Must confirm firm's intent to perform all work per RFP
2	Minimum Qualifications Documentation (MQ-1 through MQ-7)	Label each MQ response clearly; include all supporting documentation
3	Lead Architect Firm Experience: Project list with owner, scope, cost, completion date, and references	Min. 2 completed CA institutional projects
4	Electrical Engineer / Microgrid Designer: Project list, Rule 21 evidence, SGIP evidence, certifications, PE license	This is the most heavily scored section; provide complete documentation
5	Full Sub-Consultant Team: Names, firms, licenses, and 1-page experience summary per discipline	
6	Key Personnel Resumes: Lead Architect (Principal-in-Charge) and each sub-consultant lead	
7	Project Approach & Methodology	Address design approach, microgrid integration strategy, community engagement approach, and value engineering
8	Project Schedule (Gantt chart or equivalent)	Must show path to Jan. 15, 2027 plan approval
9	Cost Proposal Worksheet	Break out by phase, task, and sub-consultant; provide hourly rates by classification
10	Signed Conflict of Interest Statement	
11	Financial Viability: Two (2) years of audited financial statements or equivalent documentation	Required for contracts exceeding $50,000

A. CAPK is not a tax-exempt entity; all appropriate taxes will apply. All applied taxes must be listed as a line item.

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

C. **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.

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

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

F. **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.

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.

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

All proposals that pass the Minimum Qualifications threshold 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:

Evaluation Criterion	Max Pts	Scoring Guidance
1. Lead Architect — Firm & Principal Qualifications	**15**	
1a. California institutional/civic building projects completed	10	Scored from project list in proposal
1b. Principal-in-Charge years of relevant experience	5	Scored from resume
2. Electrical Engineer — Microgrid Qualifications	**20**	
2a. Number of completed CA microgrid projects (solar+BESS+interconnection)	13	Scored from project list; owner references required
2b. Demonstrated PG&E Rule 21 experience	3	Scored from application evidence
2c. NABCEP certification or equivalent documented DER training:	3	Scored from certificate or training documentation
2d. SGIP application experience	2	Scored from project list
3. Sub-Consultant Team Completeness & Qualifications	**20**	
3a. All five required disciplines named with current CA	5	Scored from team roster and license documentation
3b. Structural engineer experience with seismic evaluation of existing buildings	5	Scored from sub-consultant project list
3c. Mechanical engineer experience with institutional or emergency shelter HVAC	5	Scored from sub-consultant project list
3d. Commercial kitchen design experience (Lead Architect or named sub-consultant): prior commercial kitchen project with Kern County Environmental Health or equivalent CA	5	Scored from project list and description in proposal

county health dept.		
4. Project Approach & Methodology	**15**	
4a. Proposed design methodology demonstrates clear understanding of CRC resilience operations requirements and microgrid integration strategy	8	Scored from written approach section (max 3 pages)
4b. Approach to community and stakeholder engagement describes specific methods for bilingual (English/Spanish) engagement and incorporating input from non-English-speaking residents into design decisions	4	Scored from written approach section
4c. Value engineering strategy described to manage construction cost within Implementation Grant parameters	3	Scored from written approach section
5. Project Schedule	**10**	
5a. Schedule demonstrates City of Shafter plan approval by January 15, 2027 with realistic phase durations and appropriate contingency	7	Scored from Gantt chart / milestone schedule
5b. Schedule identifies City of Shafter plan check process and utility interconnection pre-application as discrete milestones	3	Scored from schedule
6. Cost Proposal	**15**	
Points awarded using following formula: Lowest cost proposal / Proposal being ranked x Total points available	15	Scored from cost proposal
6. Affirmative Consideration Of Minority, Small Business, Woman Owned, Local Business And Labor Surplus Areas	**5**	
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.	5	Scored from supporting information
TOTAL POSSIBLE SCORE	**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 selection of the successful proposer, CAPK will initiate the contract award process. The resulting agreement will be substantially in the form of the sample contract provided in **Attachment A.**

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.

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ATTACHMENT A

Community Action Partnership of Kern
1300 18TH ST, STE 200 • Bakersfield, CA 93301
P: (661) 336-5236 F: (661) 864-1312

ACCOUNT CODE:
Contract Log:

CONTRACT FOR SERVICES AGREEMENT

This Contract for Services Agreement (the "Agreement") is made and entered into as of this ***Enter Date*** by and between **Enter Vendor** ("Vendor") and Community Action Partnership of Kern ("CAPK"). In consideration of mutual promises and agreements of the parties as herein set forth, the parties agree as follows:

1. **SERVICES.**
   a. **SCOPE**. Vendor is to perform services and install equipment and materials as per scope of work contained in the proposal submitted by vendor in response to **Enter RFP # & Name**. **Vendor's Bid Form for** **Enter RFP # & Name** is found in **Attachment A** attached to hereto and incorporated herein by reference.
   b. **VENDOR QUALIFICATIONS AND COMPLIANCE WITH LAWS.** Vendor and all persons engaged by Vendor to perform the Services shall possess all necessary licensing, training, permits and experience to perform the Services, safely, in a workmanlike and professional manner according to best practices. Vendor shall comply with all laws and regulations bearing on the Services. If any portions of the Services will involve work requiring governmental permission or approval, including but not limited to a permit, Vendor shall secure such permission or approval as required to perform the Services, before commencing such Services.
   c. **VENDOR PROJECT MANAGEMENT**. Vendor shall perform the Services in a timely manner and shall keep CAPK informed of progress and any developments that may affect the timeline for the completion of the Services or cause any variance to the Services as described on **Attachment A**. CAPK shall provide on a timely basis all information and documents requested by Vendor necessary for Vendor's effective representation of CAPK's interests in performing the Services.
   d. **CHANGES IN WORK**. During the course of providing the Service, CAPK may require changes in their scope. Such changes, including any increase or decrease in the amount of the Vendor's fees for such changes shall be agreed to by the parties in writing, through an addendum to this Agreement, at which time the scope of work shall be changed in accordance therewith. Vendor shall not deviate from the Services identified in **Attachment A** without such written amendment. Vendor shall not be entitled to any change in compensation for performing work that deviates from the Services identified in Exhibit A, that is not approved by CAPK in writing, prior to the performance of such Services.
   e. While performing the Services, Vendor shall abide by all instructions provided by CAPK and shall ensure that Vendor and all persons engaged by Vendor to perform the Services conduct themselves in a professional manner.
2. **TERM.**
   a. This agreement shall be effective, and all Services shall be provided for that period of time from **Enter Start Date, through **Enter End Date**.
3. **TERMINATION.**
   a. **TERMINATION BY CAPK**. CAPK may discharge Vendor at any time, for any reason, by written notice provide according to this agreement, which shall be effective immediately if hand-delivered to Vendor, or upon forty-eight (48) hours of mailing such written notice. Unless specifically agreed to between Vendor and CAPK, Vendor will provide no further services and incur no further costs on CAPK's behalf upon receipt of the notice. Vendor shall be entitled to compensation for satisfactory work completed by Vendor, and all unfinished work in any form shall, at the option of CAPK, become CAPK's property.
   b. **TERMINATION BY VENDOR.** Vendor may terminate this Agreement for a material breach by CAPK that is not cured within sixty (60) days' notice of such breach to CAPK.
   c. **TERMINATION BY MUTUAL AGREEMENT**. The parties may mutually terminate this Agreement at any time by mutual agreement in writing.
   D. **TERMINATION FOR CAUSE.** In addition to its right to terminate for convenience under Section 3.a, CAPK may

terminate this Agreement immediately upon written notice to Vendor, without obligation to provide any cure period, upon the occurrence of any of the following:

- Vendor is debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any state or federally funded program;
- Vendor loses, allows to lapse, or fails to maintain any professional license, certification, or permit required to perform the Services, including any California professional engineer or architect license required of Vendor or its named sub-consultants;
- Vendor commits fraud, willful misconduct, or a criminal act in connection with the performance of the Services or the use of grant funds;
- Vendor materially misrepresents any information provided to CAPK or SGC in connection with this Agreement or the procurement process that led to this Agreement;
- Vendor abandons the Services or fails to perform the Services for a period of ten (10) or more consecutive calendar days without CAPK's written consent; or
- Vendor's performance jeopardizes CAPK's compliance with the terms of SGC Grant Agreement No. SGC24126, as reasonably determined by CAPK.

In the event of termination for cause, Vendor shall be entitled to compensation only for Services actually performed and accepted by CAPK prior to the effective date of termination. CAPK shall retain all rights under the indemnification provisions of this Agreement and shall not be liable to Vendor for any lost profits, consequential damages, or other damages arising from a termination for cause.

For any material breach not listed above, CAPK may terminate for cause upon thirty (30) days' written notice to Vendor if Vendor fails to cure the breach within such thirty (30) day period, or within such additional cure period as CAPK may authorize in writing.

4. PAYMENT FOR SERVICES.

a. **INVOICES**. Services shall be billed according to **Attachment A**. Vendor will submit a monthly invoice detailing i) the Services provided ii) the identity of each employee or independent contractor of Vendor providing the Services iii) the hours spent by each such person in providing the Services, and any additional costs incurred in providing the services, as provided in **Attachment A**. Final payment will be released once all Davis Bacon has been reviewed and found to be accurate.

Vendor shall mail all invoices, with required detail, to:

Community Action Partnership of Kern,
Attn: Accounts Payable,
1300 18TH Street, Suite 200,
Bakersfield, CA 93301.

b. **PAYMENT OF INVOICES/DISPUTES**. CAPK shall make payment of an undisputed portion of a Vendor invoice within forty-five (45) days from the date the original invoice is received at CAPK's Finance Department. CAPK shall identify any dispute as to invoicing within thirty (30) of receipt of the invoice containing a disputed charge. Notwithstanding any provision in this Agreement, non-payment of a portion of any portion of a disputed invoice of Vendor shall not be grounds for Vendor to terminate this Agreement.

c. **BILLING LIMITATION**. Unless Vendor and CAPK otherwise agree in writing, Vendor billing to CAPK according to this Agreement shall not exceed **$**Enter Contract Total**** identified in **Attachment A**.

d. **CONTRACT TYPE; COST-PLUS PROHIBITION.** This Agreement is a fixed-price professional services contract. The total compensation payable to Vendor shall not exceed the Not to Exceed amount identified in Attachment A, regardless of Vendor's actual costs incurred in performing the Services. As required by the California Strategic Growth Council CRC Procurement Guide (June 2025, Version 1), a cost-plus fee structure — in which CAPK pays Vendor's actual costs plus a percentage of those costs as a fee or profit — is expressly prohibited under this Agreement. All compensation shall be based on the fixed phase fees, milestone payments, and hourly rates set forth in Attachment A, which shall not be increased by reason of Vendor's actual costs exceeding the amounts estimated in Vendor's proposal.

5. **RELATIONSHIP OF PARTIES.**

a. **INDEPENDENT CONTRACTOR**. The relationship established with Vendor through this Agreement is that of independent contractor. This agreement shall not be construed to create a relationship of employment, or principal and agent between Vendor and CAPK, nor shall this Agreement be deemed to create any business relationship, such a partnership or joint venture. Vendor operates an independent business through which Vendor provides services similar to the Services to third parties.

b. **TAXES**. Vendor and solely Vendor shall be responsible for paying all taxes related to the fees that Vendor receives from CAPK pursuant to this Agreement and withholding any monies from such fee that Vendor may be required to withhold, whether on behalf of Vendor, or any employee, independent contractor or agent engaged by Vendor.

c. **WAIVER OF EMPLOYMENT RIGHTS**. Vendor hereby waives any right to any and all compensation or benefits of any kind that Vendor would be entitled to as an employee of CAPK.

d. **VENDOR'S CONTROL**. Vendor shall have full control over the performance of the Services, including the tools, personnel and materials used and the manner in which the Services are performed.

e. **NO EXCLUSIVITY**. No provision of this Agreement shall be construed to require Vendor to provide the Services exclusively to CAPK during the term of this Agreement.

6. **REPRESENTATIONS OF THE PARTIES**

a. **VENDOR REPRESENTATIONS. VENDOR REPRESENTS AND WARRANTS:**

i. The party executing this Agreement on behalf of the Vendor is duly authorized by Vendor to contract with CAPK.

ii. Vendor operates an independent business through which Vendor customarily provides services similar to the Services, and Vendor is experienced and qualified to provide the Services.

iii. Vendor possesses all licensing, permitting or other requirements by federal, state and local law required to provide the Services.

iv. Neither Vendor, nor any person associated with Vendor as an owner, partner, director, officer, member, principal or manager of Vendor:

1. Is under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency, nor or any of the foregoing actions pending against such person.
2. Has been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three (3) years.
3. Has 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.

v. Neither Vendor nor any owner, partner, director, officer, member, principal, manager, employee or independent contractor engaged by Vendor is an officer or employee of CAPK, or a relative of any officer or employee of CAPK, and no individual who was an officer or employee of CAPK within the 12 months prior to the bid, is an employee, owner, partner, director, officer, member, principal, manager or independent contractor of Vendor.

vi. Vendor has no agreement, whether written or oral, with any officer or employee of CAPK, or a relative of any officer or employee of CAPK that would give such person a financial interest in this Agreement.

vii. Vendor has not offered or provided any gratuity to any CAPK employee or officer to influence CAPK's decision to engage Vendor to provide the Services.

b. **CAPK REPRESENTATIONS. CAPK REPRESENTS AND WARRANTS:**

i. The Services consist of work that is outside the usual course of CAPK's business.

ii. CAPK does not possess the skills or expertise to provide the Services.

iii. To the best of CAPK's knowledge, no employee or officer of CAPK has solicited any gratuity or any financial benefit whatsoever from Vendor, to influence CAPK's decision to retain Vendor to provide the Services.

7. **INSURANCE.** Vendor shall procure, furnish and maintain at all times for the duration of this Agreement the types and limits of insurance specified hereinbelow, and comply with the requirements hereunder.

a. **COMMERCIAL GENERAL LIABILITY.** Commercial General Liability insurance coverage (ISO form CG 00 01 11 85 or 88) with limits of no less than One Million Dollars ($1,000,000) per occurrence. Such insurance shall:

i. State that Vendor is an independent contractor in relation to CAPK and will include a statement that the Vendor is insured for the Services required under this Agreement and which provides contractual liability coverage for the terms of this Agreement.

ii. Contain an additional insured endorsement in favor in favor of CAPK, its board, officers, agents, employees and volunteers.

b. **AUTOMOBILE LIABILITY INSURANCE**. 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:

i. Provide coverage for owned, non-owned and hired autos.

ii. Contain an additional insured endorsement in favor of CAPK, its board, officers, agents, employees and volunteers.

c. **WORKERS' COMPENSATION INSURANCE**. Vendor shall at all times during the performance of the Services, maintain Workers' compensation insurance in accordance with applicable law, and employer's liability insurance with limits of not less than One Million Dollars ($1,000,000) per occurrence.

d. **PROFESSIONAL LIABILITY (ERRORS AND OMISSIONS) INSURANCE.** Vendor shall procure and maintain Professional Liability (Errors and Omissions) Insurance covering negligent acts, errors, omissions, and wrongful acts of Vendor and its employees, agents, sub-consultants, and independent contractors in the performance of professional services under this Agreement. Such insurance shall provide:

- A minimum limit of One Million Dollars ($1,000,000) per claim; and
- A minimum annual aggregate limit of Two Million Dollars ($2,000,000).

Such policy shall be written on a claims-made basis. Vendor shall report any known or reasonably anticipated claim, circumstance, or incident that may give rise to a claim under this policy to the insurer within the time period required by the policy, and shall notify CAPK in writing of any such report within five (5) business days.

e. **EXTENDED REPORTING PERIOD (TAIL COVERAGE).** Given the nature of the Services as professional design services, claims for errors and omissions may arise after the completion of the Services. Accordingly, upon expiration or termination of this Agreement, Vendor shall either: (i) obtain an extended reporting period endorsement ("tail coverage") for the Professional Liability Insurance required under Section 7.d, providing coverage for claims first made during a period of not less than three (3) years after the completion or termination of the Services; or (ii) maintain a professional liability policy in force providing the required coverage for not less than three (3) years after the completion or termination of the Services. Vendor shall provide CAPK with evidence of such tail coverage or continuing policy within thirty (30) days following completion or termination of the Services.

The requirement for Extended Reporting Period coverage reflects the risk that construction defects, design errors, or other claims related to the professional Services may not be discovered until after Vendor's performance is complete, and is a condition of CAPK's acceptance of the final deliverables under this Agreement.

f. **REQUIREMENTS APPLICABLE TO ALL INSURANCE POLICIES.** All policies required of Vendor in this Agreement:

i. Shall contain a waiver of subrogation endorsement in favor of CAPK, its board, officers, agents, employees and volunteers.

ii. Shall be primary insurance as to CAPK, its board, officers, agents employees and volunteers and any insurance or self-insurance maintained by CAPK, its board, officers, agents employees and designated volunteers shall be in addition to 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).

iii. 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 this Agreement, or insurance rated below Best's A:VII, must be declared prior to execution of this Agreement and approved by CAPK in writing.

iv. All policies shall contain an endorsement providing CAPK 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.

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

8. RESTRICTIVE COVENANTS.

a. **CONFIDENTIAL INFORMATION.** Vendor acknowledges and agrees that this Agreement creates a relationship of confidence and trust on the part of Vendor, and that during the term of this Agreement, Vendor may acquire or have access to, certain Confidential Information (as hereinafter defined) of CAPK. During the term of this Agreement and at all times thereafter, Vendor shall preserve as confidential all Confidential Information that it may acquire or have access to during the term of this Agreement. Without the CAPK's prior written consent, which may be given or withheld in CAPK's sole and absolute discretion, Vendor shall not (i) disclose any Confidential Information to any third party nor give any third party access thereto, (ii) use any Confidential Information except to perform the Services hereunder, nor (iii) disclose the terms and conditions of this Agreement; provided, however, that the foregoing will not apply to the extent Vendor, in the opinion of counsel, is required to disclose any Confidential Information by applicable law or legal process as long as Vendor promptly notifies CAPK of such pending disclosure and consults with CAPK prior to such disclosure as to the advisability of seeking a protective order or other means of preserving the confidentiality of the Confidential Information. In the event that Vendor is required by applicable law or legal process to disclose any Confidential Information, Vendor agrees to use reasonable efforts to obtain assurances that the information so disclosed will continue to be accorded confidential treatment.

b. **WORK PRODUCT OWNERSHIP; INTELLECTUAL PROPERTY.**

i. **Work Product Assignment.** All work product, deliverables, drawings, specifications, models, reports, data, analyses, studies, plans, and other documents or materials of any kind (in whatever medium, including digital) that are created, developed, or produced by Vendor or any sub-consultant in the performance of the Services under this Agreement (collectively, "Work Product") shall be and remain the sole and exclusive property of CAPK from the moment of creation. To the extent any Work Product may not automatically vest in CAPK by operation of law, Vendor hereby assigns to CAPK all right, title, and interest in and to all Work Product, including all intellectual property rights (copyright, patent, trade secret, and other proprietary rights) therein, without further consideration. Vendor shall execute and deliver, and shall cause its sub-consultants to execute and deliver, any additional instruments of assignment reasonably requested by CAPK to perfect CAPK's ownership of any Work Product.

ii. **Pre-Existing Intellectual Property License.** Notwithstanding sub-section (i) above, Vendor retains ownership of any tools, methodologies, standard details, software, or other intellectual property developed by Vendor prior to or independently of this Agreement ("Vendor's Pre-Existing IP"). To the extent that any Work Product incorporates or is derived from Vendor's Pre-Existing IP, Vendor hereby grants to CAPK a non-exclusive, perpetual, irrevocable, royalty-free license to use, reproduce, modify, and distribute such Pre-Existing IP solely to the extent necessary to use the Work Product for its intended purpose, including the design, construction, operation, repair, and maintenance of the project described in this Agreement. Vendor shall identify any Pre-Existing IP incorporated into Work Product in writing at the time of delivery of the applicable deliverable.

iii. **SGC Use Rights.** Vendor acknowledges that, as a condition of the SGC Grant Agreement No. SGC24126, CAPK may be required to make Work Product available to SGC for program evaluation, reporting, or dissemination purposes. Vendor hereby consents to CAPK's disclosure of Work Product to SGC and to SGC's use of Work Product for such purposes, subject to the confidentiality provisions of this Agreement.

iv. **Archival Copy.** Vendor may retain one (1) archival copy of all Work Product for its records, subject to the confidentiality obligations of this Agreement.

v. **Delivery of Digital Files.** Upon completion of each phase of the Services, and upon termination or expiration of this Agreement, Vendor shall deliver to CAPK all Work Product in both PDF format and editable native digital format (AutoCAD .dwg or Revit .rvt, as applicable, for drawings; and native file format for all other Work Product), organized in a folder structure compatible with CAPK's document management system. CAPK's ownership of Work Product is not conditioned on final payment, and Vendor shall not withhold delivery of Work Product as a means of enforcing payment disputes, which shall be resolved through the dispute resolution mechanism in this Agreement.

c. **REMEDIES.** Any breach by Vendor of the restrictive covenants contained herein at Section 8 shall be a material breach of this Agreement by Vendor. If Vendor breaches any covenants restricting Vendor's use or disclosure of Confidential Information set forth herein, CAPK shall have the rights and may resort to all of the remedies available to it under existing law or in equity, by statute or otherwise. Vendor hereby acknowledges and agrees that the restrictive covenants described in herein are of a special and unique character that gives them a peculiar value, the loss of which cannot be reasonably or adequately compensated in damages or in an action at law. Vendor therefore expressly agrees that CAPK shall be entitled to seek and obtain injunctive or other equitable relief, without the necessity of proving actual damages or posting a bond, to prevent or remedy a breach by Vendor of any of said covenants.

d. **DEFINITIONS:**

i. "Confidential Information" shall mean (i) information owned by CAPK, that gives or could give CAPK some competitive advantage or the disclosure of which could be detrimental to such owner's interests, (ii) information or material which is owned by CAPK, or in which CAPK has an interest, (iii) all information (in writing or otherwise) concerning CAPK (including, without limitation, information concerning such party's business, assets, liabilities, operations, affairs, financial condition, projections, contracts, customers, products, future plans or prospects) which is not generally known by the public, (iv) all analyses, compilations, studies, reports, records or other documents or materials which contain, or are prepared on the basis of any information or material which either CAPK furnishes to Vendor, or which are prepared by CAPK for Vendor, for the purpose of providing the Services, and (v) information regarding CAPK's future engagements and operations that may require the future services of Vendor. Vendor acknowledges that each of the foregoing items of Confidential Information constitute valuable trade secrets that are not owned by Vendor and that the use of such Confidential Information in contravention of this Agreement would constitute the misappropriation of trade secrets under California law. Notwithstanding the above, "Confidential Information" does not include any information or material that (a) is or becomes public knowledge otherwise than by act or omission of Vendor; or (b) is or becomes available to Vendor without obligation of confidence from a source having the legal right to disclose such information; or (c) is already in the Vendor's knowledge and/or possession and was not received by the non-owner as a result of a prior relationship with the other party to this Agreement.

ii. "CAPK" shall also include any and all employees, independent contractors (other than Vendor) and affiliates of CAPK.

iii. "Vendor" shall include any and all shareholders, employees, assistants, agents, advisors, independent contractors and affiliates of Vendor.

9. **RELEASE OF PAPERS AND PROPERTY.** Upon termination of this Agreement, Vendor will return to CAPK all records, notes, documentation and other items that were used, created or controlled by Vendor on behalf of CAPK during the term of this Agreement, regardless of whether such information constitutes Confidential Information. In the event that CAPK requests that Vendor relinquish CAPK's original documents in its file, CAPK agrees to give Vendor at least ten (10) working days written notice of CAPK's request in order to provide Vendor sufficient time to make a copy for Vendor's records.

10. **RECORD RETENTION.** Vendor shall retain and maintain in an organized and accessible manner all records, books, documents, invoices, receipts, correspondence, work papers, data files, and other materials related to or arising out of this Agreement (collectively, "Project Records") for a minimum of five (5) years following the later of: (i) the final expenditure report submitted by CAPK to the California Strategic Growth Council ("SGC") under Grant Agreement No. SGC24126; (ii) the final payment made under this Agreement; or (iii) the resolution or final disposition of any audit finding, claim, litigation, or administrative proceeding related to this Agreement or the grant, whichever is the latest date.

- Project Records subject to this retention requirement include, without limitation:

- All financial records, invoices, time sheets, and supporting documentation for costs billed under this Agreement;
- All deliverables, drawings, specifications, reports, data, and correspondence produced in connection with the Services;
- All subcontractor and sub-consultant agreements, invoices, and communications;
- All documentation of licenses, certifications, and insurance maintained during the term of this Agreement; and
- All conflict of interest forms, debarment certifications, and other compliance documentation.

Vendor shall make all Project Records available for inspection, examination, audit, and reproduction by CAPK, SGC, the California Department of Finance, the California State Auditor, the Bureau of State Audits, and any other authorized state or federal agency or their duly authorized representatives, upon reasonable written notice and at no additional cost to CAPK. This obligation shall survive the termination or expiration of this Agreement.

11. **NOTICES.** Any notice or notices required or permitted to be given pursuant to this Agreement may be personally served on the other party by the party giving such notice, or may be served by Certified Mail, to the address set forth below.

Vendor:	**CAPK:**
*****Vendor Name*****	**Community Action Partnership of Kern**
ATTN: ***Vendor Contact**	**ATTN: Emilio Wagner**
*****Vendor ST Address****	**1300 18th Street, Suite 200**
****City, State, Zip**	**Bakersfield, CA 93301**
Phone: **Phone#**	**Phone: (661) 336-5236**

12. **INDEMNIFICATION.** Vendor agrees to protect, defend, indemnify and hold CAPK and each of its officers, employees, independent Vendors, volunteers and agents, free and harmless from and against any and all losses, claims, liens, demands, and causes of action of every kind and character including the amount of judgment, penalties, interest, court costs, and legal fees incurred by CAPK in defense of same, arising in favor of any party, including governmental agencies or bodies on account of taxes, liens, claims, debts, personal injuries, death (including, but not limited to, CAPK, its employees, independent contractors or volunteers, and third parties), or damages to property (including, but not limited to, property of CAPK, its employees, independent contractors, volunteers or agents, and third parties), and without limitation by enumeration all other claims or demands of every character occurring or in any way incident to, in connection with or arising directly or indirectly out of, (i) the Services to be performed by Vendor hereunder; (ii) a breach by Vendor of any representation (meaning such representation shall not be true during the term of this Agreement), covenant, or agreement contained in this Agreement which is otherwise required to be performed or observed by Vendor; (iii) the intentional, reckless or negligent act or omission by Vendor, its employees or independent contractors while performing Services; (iv) any taxes owed by Vendor generally, or due to a determination that Vendor is something other than an independent contractor of CAPK; or (v) any violation(s) of applicable law bearing on Vendor's performance of Services. Vendor further agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand or suit at its expense (with counsel selected and directed by CAPK and reasonably acceptable to both parties) and agrees to bear all other costs and expenses related thereto, even if said claim, demand or suit is groundless, false or fraudulent.
13. **INCORPORATION OF ADDENDUMS BY REFERENCE.** Signature below indicates acceptance of all CAPK addendums that are attached hereto and incorporated by reference as if set forth fully herein:
    a. Addendum A: Federal Assurances.
    b. Addendum B: Certification Regarding Lobbying.
    c. Addendum C: Debarment and Suspension Certification.
    d. Addendum D : Non-collusion Affidavit.
    e. Addendum E: Equal Opportunity.
    f. Addendum F: Utilization of Women & Minority Business Enterprises.
    g. Addendum G: Equal Opportunity for Special Disabled Veterans.
    h. Addendum H: Certification of Workmen's Compensation.
    i. Addendum I: Insurance Requirements.
    j. Addendum J: Prevailing Wage Compliance Certification (if required);

k. Addendum K: Material and Workmanship Warranty (if required).
l. Addendum L: Additional Terms and Conditions
m.

14. GRANT FUNDING COMPLIANCE.

a. Grant-Funded Contract. This Agreement is funded in whole or in part with funds awarded to CAPK by the California Strategic Growth Council ("SGC") under the Community Resilience Centers (CRC) Program, Project Development Grant Agreement No. SGC24126 (the "Grant Agreement"). Vendor acknowledges that this Agreement is subject to the terms and conditions of the Grant Agreement and all applicable SGC grant requirements, program guidelines, and the CRC Procurement Guide (June 2025, Version 1), all of which are incorporated herein by this reference.

b. Contingency on Grant Funds. CAPK's obligations under this Agreement are contingent upon the continued availability and disbursement of SGC grant funds for this purpose. If SGC reduces, suspends, terminates, or withholds grant funds allocated for the Services for any reason — including but not limited to budget reductions, program changes, CAPK's non-compliance with grant requirements, or acts of the California Legislature — CAPK may, by written notice to Vendor: (i) suspend Vendor's performance and CAPK's payment obligations for the affected portion of the Services; or (ii) terminate this Agreement with respect to the affected portion of the Services, in which case CAPK's liability shall be limited to payment for Services satisfactorily performed and accepted prior to the effective date of suspension or termination. CAPK shall provide written notice to Vendor as promptly as practicable upon learning of any material change in the availability of grant funds.

c. SGC Review and Approval. Vendor acknowledges that this Agreement, as a professional services contract with an anticipated value of $50,000 or more funded by SGC, is subject to SGC review and approval prior to execution, as required by the CRC Procurement Guide. This Agreement shall not become effective until SGC has issued written approval of the contract. CAPK shall provide Vendor with notice of SGC approval or any required modifications promptly upon receipt.

d. 13.d Disallowed Costs. If SGC determines that any costs billed by Vendor and reimbursed by CAPK under this Agreement are disallowed under the Grant Agreement or applicable grant requirements, Vendor shall, upon CAPK's written demand, refund such disallowed costs to CAPK within thirty (30) days. CAPK's obligation to pay any disputed invoice shall be suspended pending resolution of any SGC cost determination. This sub-section shall survive termination or expiration of this Agreement.

e. Compliance with Grant Requirements. Vendor shall perform the Services in a manner consistent with the requirements of the Grant Agreement and shall not take any action, or omit to take any action, that would cause CAPK to be in breach of the Grant Agreement or that would jeopardize CAPK's ability to receive or retain grant funding. Vendor shall promptly notify CAPK in writing of any circumstance that Vendor reasonably believes may affect CAPK's compliance with the Grant Agreement.

f. No Third-Party Beneficiary. Nothing in this Section 13 is intended to create any contractual relationship between Vendor and SGC, nor shall SGC be deemed a third-party beneficiary of this Agreement. Vendor's sole contractual relationship is with CAPK.

15. AUDIT RIGHTS AND INSPECTION.

a. Right to Audit. CAPK, SGC, the California Department of Finance, the California State Auditor, the Bureau of State Audits, and their duly authorized representatives (each, an "Authorized Auditor") shall have the right, at any time during the term of this Agreement and for a period of five (5) years following its termination or expiration (or such longer period as required by the Grant Agreement), to audit, examine, and make copies of all Project Records as defined in Section 9.b. Such audit rights shall include the right to examine Vendor's financial records, time records, payroll records, and subcontractor records to verify the accuracy of all costs and hours billed under this Agreement.

b. Right to Inspect. An Authorized Auditor may inspect, at any reasonable time and with reasonable notice, any facility, equipment, or personnel engaged in performing the Services under this Agreement.

c. Vendor Cooperation. Vendor shall cooperate fully with any audit or inspection conducted pursuant to this Section 14. Vendor shall make available to the Authorized Auditor, within five (5) business days of a written request (or such shorter period as may be required in an emergency), all Project Records and relevant personnel necessary to complete the audit or inspection. Vendor shall not charge CAPK or any Authorized Auditor for the time spent cooperating with an audit or inspection.

d. Audit Findings. If an audit reveals that Vendor has overbilled CAPK, billed for services not performed, or otherwise been overpaid under this Agreement, Vendor shall reimburse CAPK for the full amount of the overpayment within thirty (30) days of CAPK's written demand. If the overpayment resulted from fraud or intentional misrepresentation, Vendor shall also reimburse CAPK for all reasonable costs incurred in conducting the audit. CAPK's rights under this sub-section are in addition to, and not in lieu of, any other rights or remedies available to CAPK under this Agreement or applicable law.

e. Subcontractor Audit Rights. Vendor shall ensure that all Sub-Agreements include audit and inspection rights no less protective than those set forth in this Section 14, and shall facilitate access to sub-consultant and subcontractor records as requested by any Authorized Auditor.

16. CALIFORNIA PUBLIC RECORDS ACT. Vendor acknowledges that this Agreement is funded with public funds from the California Strategic Growth Council and that CAPK is subject to the California Public Records Act (Government Code § 7920.000 et seq., "CPRA"). Vendor further acknowledges that:

a. This Agreement and all documents submitted to CAPK in connection with this Agreement or the procurement process that led to it — including Vendor's proposal, sub-consultant agreements, deliverables, invoices, and correspondence — may constitute public records subject to disclosure upon a valid CPRA request received after contract award;

b. CAPK cannot guarantee the confidentiality of any document submitted by Vendor, except to the limited extent that a specific document qualifies for a statutory exemption under the CPRA;

c. The evaluation scoresheets, evaluator notes, and all other procurement documents are subject to disclosure under the CPRA and the CRC Procurement Guide; and

d. All notes, scores, and comments made by CAPK's evaluation committee during the procurement process were prepared with the understanding that they may be subject to public disclosure.

If Vendor believes that any specific portion of a document submitted to CAPK contains proprietary trade secret information that qualifies for protection from disclosure under Government Code § 6254.7 or another applicable CPRA exemption, Vendor must: (i) clearly mark such portion as "Confidential — Proprietary Trade Secret" at the time of submission; (ii) provide a written explanation of the specific legal basis for the claimed exemption; and (iii) provide a redacted version of the document for potential disclosure purposes. CAPK will consult with legal counsel before releasing any document for which a valid trade secret claim has been made, but CAPK's determination as to whether a claimed exemption applies shall be made in CAPK's sole discretion in accordance with applicable law. CAPK shall not be liable to Vendor for any disclosure made in good faith pursuant to a CPRA determination.

17. PREVAILING WAGE.

a. Design Services Inapplicability. The Services to be performed under this Agreement consist of professional architectural, engineering, and related design services. Professional design services do not constitute "public works" within the meaning of California Labor Code § 1720 et seq., and the prevailing wage requirements of the California Labor Code do not apply to the design services performed by Vendor or its sub-consultants under this Agreement.

b. Potential Future Construction. Vendor acknowledges that the deliverables produced under this Agreement are intended to support a future construction project that may be funded through a CRC Implementation Grant from SGC. Any construction work performed by a contractor using the Work Product delivered under this Agreement will constitute "public works" subject to California prevailing wage law. Vendor's obligation under this Agreement is limited to producing design documents that are technically accurate and code-compliant; Vendor is not responsible for a future construction contractor's prevailing wage compliance.

c. Ambiguous Work. If any work to be performed by Vendor or a sub-consultant under this Agreement is later determined by the California Department of Industrial Relations or a court of competent jurisdiction to constitute "public works" subject to prevailing wage requirements, Vendor and any affected sub-consultant shall immediately comply with all applicable prevailing wage laws, including payment of applicable prevailing wages, maintenance of certified payroll records, and all other requirements of Labor Code §§ 1720–1861. Vendor shall indemnify and hold harmless CAPK from any liability, penalty, or cost arising from Vendor's or any sub-consultant's failure to pay prevailing wages if such wages are determined to be applicable.

18. NON-DISCRIMINATION; ACCESSIBILITY COMPLIANCE.

a. Non-Discrimination. Vendor shall not discriminate against any person in the performance of the Services on the basis of race, color, national origin, ancestry, religion, sex, gender, gender identity, gender expression, sexual orientation, age, disability, medical condition, marital status, pregnancy, citizenship status, or any other characteristic protected by applicable federal or state law. This requirement applies to Vendor's treatment of its own employees, sub-consultants, and subcontractors, and to its interactions with CAPK employees, stakeholders, and community members in the course of performing the Services. As this Agreement is funded in part with state funds, Vendor's obligations under California Government Code § 11135 apply to the full extent of the Services performed under this Agreement.

b. ADA and Title 24 Accessibility. All Work Product produced under this Agreement that involves the design or modification of any building, facility, site, or element thereof shall comply with: (i) the Americans with Disabilities Act Accessibility Guidelines (ADAAG) and the 2010 ADA Standards for Accessible Design; (ii) the California Building Code, Title 24, Part 2 (accessibility requirements); and (iii) all other applicable federal and state accessibility laws and regulations. Vendor shall specifically ensure that all designs for the Shafter Youth Center Community Resilience Center incorporate accessible routes, accessible restrooms, accessible parking, and other features required to serve the community members who will use the facility, including individuals with disabilities, elderly individuals, and non-English-speaking individuals.

c. Section 504 Compliance. As this project is funded with state funds administered under a program subject to Section 504 of the Rehabilitation Act of 1973, the physical improvements designed under this Agreement shall meet the program accessibility standards required by 29 U.S.C. § 794 and implementing regulations.

19. PRIVACY AND PARTICIPANT DATA PROTECTION.

a. Prohibition on Use of Participant Data. In the course of performing the Services, Vendor and its sub-consultants may receive, review, or otherwise have access to data, reports, survey results, or other information relating to identifiable individuals who have participated in CAPK programs or community engagement activities conducted under the CRC Project Development Grant (collectively, "Participant Data"). Vendor shall not, and shall ensure that its sub-consultants do not, use, copy, retain, sell, disclose, or otherwise process any Participant Data for any purpose other than performing the Services under this Agreement. All Participant Data shall be treated as Confidential Information under Section 8.a of this Agreement.

b. Minimum Necessary Access. Vendor shall limit access to Participant Data to those of its employees and sub-consultants who have a specific need to access such data in order to perform the Services, and shall ensure that all such persons are informed of their obligations under this Section 19.

c. Return or Destruction of Participant Data. Upon the earlier of: (i) completion of the specific task for which access to Participant Data was required; (ii) CAPK's written request; or (iii) termination or expiration of this Agreement, Vendor shall either return all Participant Data to CAPK or, at CAPK's election, certify in writing that all Participant Data in Vendor's or any sub-consultant's possession has been permanently and securely destroyed. This obligation to return or destroy Participant Data is independent of, and does not alter, Vendor's obligation to retain Project Records under Section 9.b.

d. Security. Vendor shall implement and maintain reasonable and appropriate technical, administrative, and physical safeguards to protect Participant Data against unauthorized access, use, disclosure, alteration, or destruction, consistent with applicable law and industry standards for the protection of sensitive community demographic data.

20. MISCELLANEOUS PROVISIONS.

a. **CONFLICT OF INTEREST**. The parties hereto shall at all times comply with California Public Contract Code 10410 prohibiting conflicts of interest as defined therein and CAPK's policy against any employee of CAPK personally soliciting, demanding or receiving any gratuity of any kind from a Vendor in connection with any decision affecting this Agreement.

b. **AFFIRMATIVE ACTION**. The Vendor agrees to abide by all State and Federal Affirmative Action policies and laws.

c. **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.

d. **ENTIRE AGREEMENT; MODIFICATION**. This Agreement sets forth the final and entire agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings and representations, whether oral or written, with respect thereto. This Agreement may only be modified by a written instrument duly executed by the parties.

e. **WAIVER**. The failure of either party hereto at any time to enforce performance by the other party of any provision of this Agreement shall in no way affect such party's rights thereafter to enforce the same, nor shall the waiver by either party of any breach of any provision hereof be deemed to be a waiver by such party of any other breach of the same or any other provision hereof.

f. **ASSIGNMENT**. Vendor may not assign or transfer this 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 this Agreement shall be binding upon any assignee or transferee. Any transfer shall be considered an addendum to this Agreement and must be included as such.

G. **SUB-CONSULTANT AND SUBCONTRACTOR COMPLIANCE.** Vendor shall include in each agreement with any approved sub-consultant or subcontractor engaged to perform any portion of the Services (each, a "Sub-Agreement") terms and conditions that are no less restrictive than the following provisions of this Agreement:

- Section 6 (Representations of the Parties), specifically including debarment, conflict of interest, and gratuity certifications;
- Section 7 (Insurance), with insurance limits appropriate to the sub-consultant's scope of work, and naming CAPK as an additional insured;
- Section 8 (Restrictive Covenants), including confidentiality obligations;
- Section 10 (Record Retention and Audit Access);
- Section 13 (SGC Grant Flow-Down); and
- Section 14 (Audit Rights and Inspection).

Vendor shall provide CAPK with copies of all Sub-Agreements within five (5) business days of their execution. CAPK reserves the right to reject any sub-consultant or subcontractor that does not meet the minimum qualification requirements established in the solicitation that resulted in this Agreement, or that is debarred, suspended, or otherwise ineligible under state or federal program requirements. Vendor's inclusion of a sub-consultant in its proposal does not waive this right.

No Sub-Agreement shall relieve Vendor of its obligations to CAPK under this Agreement. Vendor shall remain fully responsible for the performance of all sub-consultants and subcontractors and for their compliance with all grant requirements.

h. **FURTHER ASSURANCES**. The parties agree to execute and deliver such additional documents or instruments as may be necessary or appropriate to carry out the terms of this Agreement.

i. **SEVERABILITY**. All sections, clauses and covenants contained in this Agreement are severable, and in the event any of them shall be held to be invalid by any court, this Agreement shall be interpreted as if such invalid sections, clauses or covenants were not contained herein.

j. **ATTORNEY'S FEES**. In the event of any dispute concerning the enforcement or interpretation of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and expenses (including expert witness fees), in addition to any other relief to which that party may be entitled. This provision shall be construed as applicable to the entire Agreement.

k. **CONSTRUCTION**. The provisions of this Agreement shall be construed as to their fair meaning, and not for or against any party based upon any attribution to such party as the source of the language in question. Headings used in this Agreement are for convenience of reference only and shall not be used in construing this Agreement. The parties further agree that they both have been represented by independent counsel, and have freely negotiated the terms of this Agreement, such that it shall be construed neutrally and not in favor of or against any party who drafted the Agreement.

l. **AUTHORITY**. The parties hereto represent and warrant that they are authorized to enter into this agreement and have heretofore taken all acts necessary to authorize them to so act and establish the rights and obligations between the parties hereto.

m. **COUNTERPARTS**. This Agreement may be executed and delivered, including by facsimile, in one or more counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

n. **APPLICABLE LAW**. The laws of the State of California shall govern this Agreement. The sole and exclusive venue for any action filed to interpret or enforce this Agreement shall be the Superior Court of Kern County, California or the U.S. District Court for the Eastern District of California, Fresno Division, and each party hereby consents to any motion filed by the other to move to one of those venues any action filed in any other venue or jurisdiction.

o. **DISPUTE RESOLUTION.** Any dispute arising regarding the interpretation or implementation of this Agreement, including any claims for breach of this 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.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date hereinabove first written.

VENDOR: ***Vendor Company Name***

Signature: ______________________________ **Date:** ____________________

Printed Name: ______________________________ **Title:** ____________________

CAPK: COMMUNITY ACTION PARTNERSHIP OF KERN

Signature: ______________________________ **Date:** ____________________

Printed Name: ______________________________ **Title:** ____________________

ATTACHMENT A

ADDENDUM "A"
FEDERAL ASSURANCES

A. Will give the awarding agency (Grantee), the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

B. Will provide and maintain competent and adequate supervision to ensure that the completed work conforms to approved specifications and will furnish progress reports and such other information as may be required by the awarding agency or State.

C. Will comply with all Federal statues relating to non-discrimination. These include but are not limited to: (a) Title Vi of the Civil Rights Act of 1964 (P.O. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex; © Section 504 of the rehabilitation acts of discrimination on the basis of handicaps; (d) the U.S.C. 6101-6107) which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 93-255), as amended, relating to non-discrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to non-discrimination on the basis of alcohol abuse or alcoholism; (g) 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.), as amended, relating to not-discrimination in the sale, rental or financing of housing; (I) any other non-discrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements on any other non-discrimination Statue(s) which may apply to the application.

D. Will comply with the provisions of the Hatch Act (5 U.S.C. 1501-1508 and 7324-7328), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

E. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. 276a to 276a-7),the Copeland Act (40 U.S.C. 276c and 18 U.S.C. 874)

F. The Contact Work Hours and Safety Standards Act (40 U.S. 327-333), regarding labor standards for federally assisted construction sub agreements (if applicable).

G. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984.

H. Will comply, as applicable, with the Wild and Scenic Rivers Act of 1968 (16U.S.C. , 1271 et Seq.) related to protecting components or potential components of the national wild and scenic rivers system.

I. Will assist, as applicable, with the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.)

J. Will comply, as applicable, with P.L. 93-348 regarding the protection of human subjects Involved in research, development, and related activities supported by this award of assistance.

K. Will comply, as applicable, with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling and treatment of warm blooded animals held for research, teaching or other activities supported by this award of assistance.

L. Will comply, as applicable, with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

M. Will comply with all applicable requirements of all other Federal laws, executive Orders, regulations, and policies governing this program.

N. Will comply, as applicable, with environmental standards which may be prescribed pursuant to the following : (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 et seq.); (f) conformity of Federal actions to State Clean Air Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered Species Act of 1973, as amended (P.L. 93-205)

ADDENDUM "B"
CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements
The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, ``Disclosure Form to Report Lobbying,'' in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, ``Disclosure Form to Report Lobbying,'' in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each failure.

______________________________ ______________________________

Signature of Vendor Date

ADDENDUM "C"
TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29
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:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three (3) years;
- Does not have a proposed debarment pending; and
- 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, 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.

Signature of Vendor Date

ADDENDUM "D"

NONCOLLUSION AFFIDAVIT

(Public Contract Code Section 7106)

In accordance with Title 23 United States Code Section 112 and Public Contract Code 7106, ________________________
Name of Vendor

deposes and says that he or she is ________________________ of ____
Title Company Name

party making the foregoing bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Under penalty of perjury, the Vendor declares that neither the Vendor nor any subcontractor to be engaged by the Vendor for this project has been convicted of any offense referred to in the California Public Contract Code.

X
____
Signature of Vendor Date

X
____
Address

ADDENDUM "E"
EQUAL OPPORTUNITY
(48CFR 52.22-26)

A. If, during any 12-month period (including the 12 months preceding the award of this Agreement), the Vendor has been or is awarded nonexempt Federal contracts and/or subcontracts that have an aggregate value in excess of $10,000, the Vendor shall comply with subparagraphs (B)(1) through (11) below. Upon request, the Vendor shall provide information necessary to determine the applicability of this clause.

B. During performing this Agreement, the Vendor agrees as follows:

1. The Vendor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.
2. The Vendor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. This shall include, but not be limited to (i) employment, (ii) upgrading, (iii) demolition, (iv) transfer, (v) recruitment or recruitment advertising, (vi) layoff compensation, and (viii) selection for training, including apprenticeship.
3. The Vendor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.
4. The Vendor shall, in all solicitations or advertisement for employees placed by or on behalf of the Vendor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
5. The Vendor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Vendor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.
6. The Vendor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.
7. The Vendor shall furnish to the contracting agency all information required by Executive Order 11246, as amended, and by the rules, regulations, and orders of the Secretary of Labor. Standard Form 100 (EEO-1), or any successor form, is the prescribed form to be filed within 30 days following the award, unless filed within 12 months preceding the date of award.
8. The Vendor shall permit access to its books, records, and accounts by the contracting agency of the Office of Federal Contract Compliance Programs (OFCCP) for the purposed of investigation to ascertain the Vendor's compliance with the applicable rules regulations, and orders.
9. If the OFCCP determines that the Vendor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this Agreement may be cancelled, terminated, or suspended in whole or in part and the Vendor may be declared ineligible for further Government contracts, under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Vendor as provided in Executive Order 11246, as amended, the rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.
10. The Vendor shall include the terms and conditions of subparagraph (b)(1) through (11) of this clause in every subcontract or purchase order that is not exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive order 11246, as amended, so that these items and conditions will be binding upon each subcontractor or vendor.
11. The Vendor shall take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance; provided, that if the Vendor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of any direction, the Vendor may request the United States to enter into the litigation to protect the interests of the United States.

______________________________ ______________________________
Signature of Vendor Date

ADDENDUM "F"
UTILIZATION OF WOMEN AND MINORITY BUSINESS ENTERPRISES

A. It is the policy of the Government that women and minority owned business enterprises shall have the maximum practicable opportunity to participate in the performance of Government contracts.

B. The Vendor agrees to use his/her best efforts to carry out this policy in the award of subcontracts to the fullest extent consistent with the efficient performance of this Agreement. As used in this Agreement, the term "minority business enterprise" means a business, at least 50 percent of which is owned by minority group members or, in case of publicly owned businesses, at least 51 percent of the stock of which is owned by women or minority group members. For the purposes of this definition, minority group members are Negroes, Spanish-speaking American persons, American-Oriental, American Indians, American-Eskimos, and American Aleuts. Vendors may rely on written representations by subcontractors regarding their status as minority business enterprises in lieu of an independent investigation.

____
Signature of Vendor Date

ADDENDUM "G"
EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (52.222-35)(DEC 2001)

(a) Definitions. As used in this clause--

"All employment openings" means all positions except executive and top management, those positions that will be filled from within the Vendor's organization, and positions lasting 3 days or less. This term includes full-time employment, temporary employment of more than 3 days duration, and part-time employment.

"Executive and top management" means any employee--

(1) Whose primary duty consists of the management of the enterprise in which the individual is employed or of a customarily recognized department or subdivision thereof;

(2) Who customarily and regularly directs the work of two or more other employees;

(3) Who has the authority to hire or fire other employees or whose suggestions and recommendations as to the hiring or firing and as to the advancement and promotion or any other change of status of other employees will be given particular weight;

(4) Who customarily and regularly exercises discretionary powers; and

(5) Who does not devote more than 20 percent or, in the case of an employee of a retail or service establishment, who does not devote more than 40 percent of total hours of work in the work week to activities that are not directly and closely related to the performance of the work described in paragraphs (1) through (4) of this definition. This paragraph (5) does not apply in the case of an employee who is in sole charge of an establishment or a physically separated branch establishment, or who owns at least a 20 percent interest in the enterprise in which the individual is employed.

"Other eligible veteran" means any other veteran who served on active duty during a war or in a campaign or expedition for which a campaign badge has been authorized.

"Positions that will be filled from within the Vendor's organization" means employment openings for which the Vendor will give no consideration to persons outside the Vendor's organization (including any affiliates, subsidiaries, and parent companies) and includes any openings the Vendor proposes to fill from regularly established "recall" lists. The exception does not apply to a particular opening once an employer decides to consider applicants outside of its organization.

"Qualified special disabled veteran" means a special disabled veteran who satisfies the requisite skill, experience, education, and other job-related requirements of the employment position such veteran holds or desires, and who, with or without reasonable accommodation, can perform the essential functions of such position.

"Special disabled veteran" means--

(1) A veteran who is entitled to compensation (or who but for the receipt of military retired pay would be entitled to compensation) under laws administered by the Department of Veterans Affairs for a disability--

(i) Rated at 30 percent or more; or

(ii) Rated at 10 or 20 percent in the case of a veteran who has been determined under 38 U.S.C. 3106 to have a serious employment handicap (i.e., a significant impairment of the veteran's ability to prepare for, obtain, or retain employment consistent with the veteran's abilities, aptitudes, and interests); or

(2) A person who was discharged or released from active duty because of a service-connected disability.

"Veteran of the Vietnam era" means a person who--

(1) Served on active duty for a period of more than 180 days and was discharged or released from active duty with other than a dishonorable discharge, if any part of such active duty occurred--

(i) In the Republic of Vietnam between February 28, 1961, and May 7, 1975; or

(ii) Between August 5, 1964, and May 7, 1975, in all other cases; or

(2) Was discharged or released from active duty for a service-connected disability if any part of the active duty was performed--

(i) In the Republic of Vietnam between February 28, 1961, and May 7, 1975; or

ii) Between August 5, 1964, and May 7, 1975, in all other cases.

(b) General. (1) The Vendor shall not discriminate against the individual because the individual is a special disabled veteran, a veteran of the Vietnam era, or other eligible veteran, regarding any position for which the employee or applicant for employment is qualified. The Vendor shall take affirmative action to employ, advance in employment, and otherwise treat qualified special disabled veterans, veterans of the Vietnam era, and other eligible veterans without discrimination based upon their disability or veterans' status in all employment practices such as--

(i) Recruitment, advertising, and job application procedures;

(ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;

(iii) Rate of pay or any other form of compensation and changes in compensation;

(iv) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;

(v) Leaves of absence, sick leave, or any other leave;

(vi) Fringe benefits available by virtue of employment, whether or not administered by the Vendor;

(vii) Selection and financial support for training, including apprenticeship, and on-the-job training under 38 U.S.C. 3687, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;

(viii) Activities sponsored by the Vendor including social or recreational programs; and

(ix) Any other term, condition, or privilege of employment.

(2) The Vendor shall comply with the rules, regulations, and relevant orders of the Secretary of Labor issued under the Vietnam Era Veterans' Readjustment Assistance Act of 1972 (the Act), as amended (38 U.S.C. 4211 and 4212).

(c) Listing openings. (1) The Vendor shall immediately list all employment openings that exist at the time of the execution of this Agreement and those which occur during the performance of this Agreement, including those not generated by this Agreement, and including those occurring at an establishment of the Vendor other than the one where the Agreement is being performed, but excluding those of independently operated corporate affiliates, at an appropriate local public employment service office of the State wherein the opening occurs. Listing employment openings with the U.S. Department of Labor's America's Job Bank shall satisfy the requirement to list jobs with the local employment service office.

(2) The Vendor shall make the listing of employment openings with the local employment service office at least concurrently with using any other recruitment source or effort and shall involve the normal obligations of placing a bona fide job order, including accepting referrals of veterans and nonveterans. This listing of employment openings does not require hiring any particular job applicant or hiring from any particular group of job applicants and is not intended to relieve the Vendor from any requirements of Executive orders or regulations concerning nondiscrimination in employment.

(3) Whenever the Vendor becomes contractually bound to the listing terms of this clause, it shall advise the State public employment agency in each State where it has establishments of the name and location of each hiring location in the State. As long as the Vendor is contractually bound to these terms and has so advised the State agency, it need not advise the State agency of subsequent contracts. The Vendor may advise the State agency when it is no longer bound by this Agreement clause.

(d) Applicability. This clause does not apply to the listing of employment openings that occur and are filled outside the 50 States, the District of Columbia, the Commonwealth of Puerto Rico, the Commonwealth of the Northern Mariana Islands, American Samoa, Guam, the Virgin Islands of the United States, and Wake Island.

(e) Postings. (1) The Vendor shall post employment notices in conspicuous places that are available to employees and applicants for employment.

(2) The employment notices shall--

(i) State the rights of applicants and employees as well as the Vendor's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants who are special disabled veterans, veterans of the Vietnam era, and other eligible veterans; and

(ii) Be in a form prescribed by the Deputy Assistant Secretary for Federal Contract Compliance Programs, Department of Labor (Deputy Assistant Secretary of Labor), and provided by or through the Contracting Officer.

(3) The Vendor shall ensure that applicants or employees who are special disabled veterans are informed of the contents of the notice (e.g., the Vendor may have the notice read to a visually disabled veteran, or may lower the posted notice so that it can be read by a person in a wheelchair).

(4) The Vendor shall notify each labor union or representative of workers with which it has a collective bargaining agreement, or other contract understanding, that the Vendor is bound by the terms of the Act and is

committed to take affirmative action to employ, and advance in employment, qualified special disabled veterans, veterans of the Vietnam era, and other eligible veterans.

(f) Noncompliance. If the Vendor does not comply with the requirements of this clause, the Government may take appropriate actions under the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

(g) Subcontracts. The Vendor shall insert the terms of this clause in all subcontracts or purchase orders of $25,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor. The Vendor shall act as specified by the Deputy Assistant Secretary of Labor to enforce the terms, including action for noncompliance.

Signature of Vendor Date

ADDENDUM "H"
VENDOR'S CERTIFICATE
REGARDING 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."

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Workers Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with those provisions before commencing the performance of the work of this 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 this Agreement.)

ADDENDUM "I"
INSURANCE REQUIREMENTS

Insurance: Vendor shall procure, furnish and maintain for the duration of this Agreement the following types and limits of insurance ("basic insurance requirements") herein:

1. 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:
   a. Provide coverage for owned, non-owned and hired autos.
   b. Contain an additional insured endorsement in favor of Community Action Partnership of Kern, its board, officers, agents employees and volunteers.
2. 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:
   a. Provide Contractual Liability coverage for the terms of this Agreement.
   b. Contain an additional insured endorsement in favor in favor of Community Action Partnership of Kern, its board, officers, agents employees and volunteers.
3. 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, 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 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 Bests' 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 this Agreement, or insurance rated below Bests' A:VII, must be declared prior to execution of this Agreement and approved by the City of Bakersfield 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 this Agreement 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 Agreement or cancel this Agreement if certificates of insurance and endorsements required have not been provided prior to the execution of this Agreement.

ADDENDUM "J"
PREVAILING WAGE REQUIREMENTS AND COMPLIANCE CERTIFICATION

The Department of Industrial Relations (DIR) determines the General Prevailing Wage Rates (GPWR), including fringe benefits, for each craft, classification, or type of worker considered to be necessary to complete the Agreement work. The Secretary of Labor (SOL) determines the Wage Rates for Federal-Aid projects and in most cases the wage rates set forth by the DIR and SOL will be the same for most given labor classifications. If there is a difference, the Vendor shall pay not less than the higher wage rate.

Concerning Classification of Labor and Wage Rate Determinations:

1. Vendor must use the classification that most accurately describes the work to be performed.
2. Vendor must reclassify workers to conform to changes in duties, if any.
3. Vendor must maintain an accurate payroll record of the time spent in each classification.

Occasionally, a wage rate may not be provided in the Secretary of Labor's, or the Department of Industrial Relations', wage determination for a particular labor classification. When this occurs, the workers should be reclassified, if possible, to a comparable classification.

I hereby certify that if awarded a Agreement with the Community Action Partnership of Kern (the "CAPK'), I will conform to the requirements as stipulated above and as set forth in the California Labor Code, Sections 1770, 1773.1 – 1773.9, and all other California Labor Code Sections regarding General Prevailing Wage Rates and workers benefits.

I also hereby certify that if awarded a Agreement with CAPK I will comply with the State of California Public Works Contract Requirements and will allow CAPK to perform on-site audits, with 48-hour notice, of all payroll records and apprentice and trainee employment requirements records for the duration of the Agreement.

Vendor's Name (type or print)	Name of Vendor's Company
Vendor's Signature	Dated

ADDENDUM "K"
MATERIAL AND WORKMANSHIP WARRANTY

Vendor hereby unconditionally guarantees that the Work performed will be done in accordance with the requirements of the Agreement therefore and further guarantees the Work of the Agreement to be and remain free of defects in workmanship and materials for a period of two (2) years from and after the completion of all Agreement obligations by the Vendor. The Vendor specifically waives any right to claim or rely on the statutory definition of completion set forth in Civil Code section 3086. The Vendor specifically acknowledges and agrees that completion shall mean the Vendor's complete performance of all Work required by the Agreement, amendments, change orders, construction change directives and punch lists, and CAPK's formal acceptance of the Project, without regard to prior occupancy, substantial completion doctrine, beneficial occupancy, or otherwise. The Vendor hereby agrees to repair or replace any and all Work, together with any adjacent Work which may have been damaged or displaced in so doing, that may prove to be not in accordance with the requirements of the Agreement or that may be defective in its workmanship or materials within the guarantee period specified, without any expense whatsoever to CAPK, ordinary wear and tear and unusual abuse and neglect only excepted.

The Vendor further agrees that within ten (10) calendar days after being notified in writing by CAPK of any Work not in accordance with the requirements of the Agreement or any defects in the Work, it will commence and prosecute with due diligence all Work necessary to fulfill the terms of this guarantee, and to complete the Work within a period of time stipulated in writing. In the event it fails to so comply, Vendor does hereby authorize CAPK to proceed to have such Work done at the Vendor's expense and it will pay the cost thereof upon demand. CAPK shall be entitled to all costs, including reasonable attorneys' fees, necessarily incurred upon the Vendor's refusal to pay the above costs.
The guarantee period for corrected defective work shall continue for a duration equivalent to the original guarantee period.

Notwithstanding the foregoing paragraph, in the event of an emergency constituting an immediate hazard to the health or safety of CAPK's clients, or its property, CAPK may undertake at the Vendor's expense without prior notice, all Work necessary to correct such hazardous condition when it was caused by the Work of the Vendor not being in accordance with the requirements of this Agreement, or being defective, and to charge the same to the Vendor as specified in the preceding paragraph. The guarantee set forth herein is not intended by the parties, nor shall it be construed, as in any way limiting or reducing CAPK's rights to enforce all terms of the Agreement referenced hereinabove or the time for enforcement thereof. This guarantee is provided in addition to, and not in lieu of, CAPK's rights on such Agreement.

"ADDENDUM L"
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. **INSURANCE.** Vendor shall procure, furnish and maintain for the duration of this Agreement all insurances listed in Addendums G & H.
3. **ASSIGNMENT OF SUBCONTRACTING.** The Vendor may not assign or transfer this 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 this Agreement shall be binding upon any assignee or transferee. Any transfer shall be considered an addendum to this Agreement and must be included as so.
4. **TERMINATION FOR CONVENIENCE OF CAPK.** CAPK may terminate this Agreement 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 Agreement 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 this Agreement except as set forth in this section in the event of such termination.
5. **CHANGES.** CAPK may from time to time, require changes in the scope of the services of the Vendor 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 Agreement. Amendments shall be valid only after approval by Vendor and CAPK's Executive Director.
6. **CLAIMS.** All claims for money due or to become due to the Vendor from CAPK under this Agreement may not be assigned to a bank, trust company, or other financial institution without such approval. Notice, or requests, of any such assignment or transfer shall be furnished promptly in writing to CAPK.
7. **NOTICE.** Any notice or notices required or permitted to be given pursuant to this 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.
8. **AFFIRMATIVE ACTION.** The Vendor agrees to abide by all State and Federal Affirmative Action policies and laws.
9. **DISPUTE RESOLUTION.** Any dispute arising regarding the interpretation or implementation of this Agreement, including any claims for breach of this 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.
10. **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.
11. **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.
12. **CONFIDENTIALITY.** The Vendor shall use his or her best efforts to keep confidential any information obtained during the performance of this agreement.
13. **RESPONSIBILITY.** If Vendor is part of a corporation, the individual or individuals who sign this Agreement on behalf of the corporation are jointly responsible for performance of this Agreement.
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 this 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 a Agreement while said employee is still employed by CAPK. No relative of an employee of CAPK may bid on a Agreement until 12 months after the date said employee of CAPK has left employment of CAPK, either voluntarily or involuntarily.

   It is contrary to 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 Agreement for 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."

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: ______________________

REV. 012516

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 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.

____

Signature **Date**

____

Print Name

____

Company Name

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