

**REQUEST FOR PROPOSALS (RFP)
FOR
SUBCONTRACTOR - APPLIANCES**

*Request For Proposal Number: CAPK Energy 2019-001
May 23, 2019*



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

[Proposals Due by 2:00 p.m., June 10, 2019](#)

RFP Proposal Checklist (mandatory)

Proposal Title CAPK Energy 2019-001 – Subcontractor - Appliances		Due Date June 10, 2019	
Primary Contact		Title	
Company		Phone	Fax
Address	City	State or Province	Zip
Secondary Contact		Title	
Company		Phone	Fax
Address	City	State or Province	Zip
THE PRIME VENDOR MUST SIGN THIS FORM BELOW and ANSWER THE FOLLOWING QUESTIONS:			
Do you accept all Terms and Conditions in the RFP? (if no, explain on separate page)		___ Yes ___ No	
Have you been Debarred or Suspended as per Title 49, Code of Federal Regulations, Part 29?		___ Yes ___ No	
Are you a Minority or Women-Owned Business Enterprise?		___ Yes ___ No	
Are you submitting the required number of originals and copies? (See proposal instructions.)		___ Yes ___ No	
ON WHAT PAGE IN YOUR PROPOSAL CAN THESE ITEMS BE FOUND?			
Section II Special Conditions D. Technical Proposal Information:		Completed and Signed Bid Form	
Vendor's experience and capabilities information	___	References	___
Organization, size and structure	___	CA State Contractor's License	___
Conflict of Interest statement	___	EPA Certification	___
Warranty Information	___	Vendor Information Sheet	___
		W-9	___
AUTHORIZED SIGNATURE & CERTIFICATION			
I certify that the above information, and all information submitted in connection with this proposal is complete, true, and accurate and that the requirements noted have been completed and are enclosed. I affirm that I understand and will comply with Community Action Partnership of Kern's procedures under all applicable Federal, state and local laws and regulations pertaining to labor standards. I understand that this proposal may be disqualified if the solicitation requirements are not met. I the undersigned am authorized to commit my organization to this proposal.			
Signature		Name	
Title		Organization	
Phone		Date	

NOTE: This completed form **MUST** be signed and attached to the front of all copies your proposal.

**REQUEST FOR PROPOSAL (RFP) CAPK ENERGY 2019-001
SUBCONTRACTOR – APPLIANCES**

I. GENERAL CONDITIONS

A. Purpose: This Request for Proposals (RFP) is to obtain the services of a qualified contractor or contractors with an EPA Certification and Class C-20 Contractor license (hereinafter referred to as “Vendor”) to provide replacement of gas and electric appliances, including wall furnaces, heaters, dual pac rooftop units, forced air units (FAU), rooftop heat pumps, split systems, mobile home split systems, ductwork, thermostats, evaporative coolers, window air conditioners, water heaters and stoves for Community Action Partnership of Kern (“CAPK”).

B. Instructions for Proposal Submission

- 1. Closing Submission Date:** Proposals must be submitted not later than **2:00 PM, Thursday, June 10, 2019.**
- 2. Inquiries:** Inquiries concerning this RFP should be directed to Kerri Davis, Business Manager, at procurement@capk.org or 661.336.5236 extension 1122.
- 3. Conditions of Proposal:** All costs incurred in the preparation of a proposal responding to this RFP will be the sole responsibility of 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. Instruction to Prospective Vendors:** Your proposal should be addressed as follows:

Community Action Partnership of Kern
Subcontractor – Appliances RFP CAPK Energy 2019-001
ATTN: Kerri Davis, Business Services
5005 Business Park North
Bakersfield, CA 93309

It is important that the Vendor’s proposal be submitted in a sealed envelope clearly marked in the lower left-hand corner with the following information: For Subcontractor - Appliances RFP# CAPK ENERGY 2019-001.

It is the responsibility of the Vendor to ensure that CAPK receives the proposal by the date and time specified above.

Late proposals will not be considered. Proposals transmitted by facsimile or electronically submitted must be received prior to due date and time. **Confirmation of receipt is the sole responsibility of Vendor.** Each and every Vendor must submit their proposal using the enclosed format. 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 alternatives in addition to the information requested in the formatted RFP. The alternatives, however, must be fully explainable and in written form.

- C. Right to Reject:** CAPK reserves the right to reject any and all proposals received in response to this RFP. A 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, and to determine what constitutes an irregularity or informality.
- D. U.S. ENVIRONMENTAL PROTECTION AGENCY (EPA) CERTIFICATION:** VENDORS ARE REQUIRED TO OBTAIN AN EPA CERTIFICATION IN ORDER TO CONDUCT BUSINESS WITH CAPK.
- E. Small, Women and/or Minority-Owned Business:** Efforts will be made by CAPK to utilize small businesses, women and minority-owned businesses, with the consideration that the primary responsibility is the most favorable return to CAPK.

A Vendor qualifies as a small business vendor, if it meets the definition of “small business” as established by the Small Business Administration (13 CFR 121.3-8), by having average annual receipts for the last three fiscal years of less than four million dollars.

- F. Price:** All prices and quotations must be typed or written in ink utilizing attached bid form. No erasures or correction fluid is permitted. Errors may be crossed out and corrections printed in ink by the person signing the proposal.

ATTACHED BID FORM IS TO BE SUBMITTED WITH PROPOSAL.

G. **Date Available to Start:** Date available to start is a part of the consideration and must be stated in definite terms and must be adhered to.

H. **Schedule For Selection:** CAPK anticipates, but does not guarantee, the below timeline.

CAPK ENERGY 2016-001 – Subcontractor - Appliances	
Date	Event
5/23/19	Request For Proposal sent to Vendors
5/29/19	Due date for questions from Vendors
6/3/19	Response to questions emailed to Vendors
6/10/2019 at 2:00 PM	Due date for proposals by Vendors
June 27, 2019	Contract(s) Awarded

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

J. **Notification of Award:** CAPK reserves the right to make awards to multiple Vendors under this RFP. CAPK anticipates, but does not guarantee, that finalists will be selected June 27, 2019 and that the contract(s) (the "Contract") will be awarded a short time thereafter. Award will be made to responsible Vendor(s) whose service, reputation, and cost is most compatible with CAPK. CAPK will be the sole judge in making this determination.

II. SPECIAL CONDITIONS

A. **Background:** CAPK is seeking to find a Vendor or Vendors to provide replacement and/or repair of gas and electric appliances, including wall furnaces, heaters, dual pac rooftop units, forced air units (FAU), rooftop heat pumps, split systems, mobile home split systems, ductwork, thermostats, evaporative coolers, window air conditioners, water heaters and stoves. The purpose of this RFP is to provide a method of selection and the basis for negotiating the Contract to perform such services. The Contract term would be through June 30, 2021.

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

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

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

C. **Scope of Work:** Vendor is to provide all items as described below and in further detail on Bid Form CAPK Energy 2019-001, including material, labor and permit, and as more specifically described in Bid Form CAPK Energy 2019-001:

- Furnaces, heaters, air conditioning units and evaporative coolers: Bid is to include: permit, complete change out installation, removal and disposal of removed appliance, clean-up of debris created during installation, line valve, connector, wall thermostat (heat only) and complete vent system.
- Water Heaters: Bid is to include: permit, installation, removal and disposal of removed appliance, clean-up of debris created during installation, gas line valve, gas connector, flex water connectors, ¾" water gate valve and vent materials to existing ceiling jack. All water heaters must be secured to structure top and bottom for earthquake strapping.
- Ranges and cooktops: Bid is to include permit, removal and disposal of old range, clean-up of debris created during installation and installation of line valve and connector.

D. Technical Proposal Information:

1. Describe Vendor's experience and capabilities with regard to non-profit agencies.
2. List the name(s) and professional qualifications of the primary staff that will be assigned to CAPK's account.
 - a. Include job title, current responsibilities, total years' experience, years with Vendor, degrees and certifications, professional affiliations, and any other relevant information.

- b. Provide a list of other key personnel who will be assigned to CAPK's account.
 - c. Describe any services or portion of services that will be performed by a subcontractor and provide relevant information on such company's qualifications and personnel.
- E. Conflict of Interest:** Provide a statement of any potential conflicts Vendor and/or key staff may have regarding these services. 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.
- F. Minority, Women or Small Business:** If Vendor qualifies as a small, women or minority-owned business, provide documentation of qualifications.
- G. Fee Proposal/Bid Form:** All proposals must state the maximum total price for each of the items on Bid Form CAPK ENERGY 2019-001. The Bid Form must be completed and submitted with Vendor's proposal.
- H. Warranty:** Warranty information for material and labor are to be included.
- I. Appendix:** As an appendix, provide the following:
1. Page 2, Proposal Checklist.
 2. Signed Bid Form RFP CAPK Energy 2019-001 (Bid Form Pages 8-14).
 3. Three references who can comment on the past performance of Vendor. **References are to include telephone, facsimile and e-mail.**
 4. Copies of current California State Contractor's License and EPA Certification.
 5. Page 14 completed Vendor Profile Sheet.
 6. Page 15, completed and signed Vendor Information Sheet
 7. Page 17-19, signed copy of CAPK Additional Terms and Conditions
 8. Page 16, completed and signed W-9.
 9. In a separate document provide the following information:
 - a. A detailed explanation of the materials/appliances quoted.
 - b. Warranty Information for material and labor.
 - c. Conflict of Interest statement.

III. PROPOSAL EVALUATION

- A. Submission of Proposals:** All proposals shall include one (1) original, one (1) complete copy of Vendor's response, as well as one (1) electronic copy. This document will become part of the Contract.
- B. Non-responsive Proposals:** Proposals may be judged non-responsive and removed from further consideration if any of the following occur:
1. The proposal is not received timely, in accordance with the terms of this RFP.
 2. The proposal does not follow the specified format and respond adequately to each item in Section II.
- C. Selection Procedure:** Proposals will be reviewed, and Vendors will be evaluated based on their relative rankings in each area of the proposal. This is a NEGOTIATED procurement and as such, award will not necessarily be made to the Vendor(s) submitting the lowest priced proposal. Award will be made to the Vendor(s) submitting the best responsive proposal satisfying CAPK's requirements, price and other factors considered.
- The selection process is designed to ensure that the Vendor's services/products are selected on the basis of demonstrated competence and qualifications for the type of services to be performed and at fair and reasonable prices for CAPK.
- D. Bid Proposals:** The Selection Committee will consider the reasonableness of all proposals.
- E. Solicitation Caveat:** CAPK reserves the right to terminate this RFP after three (3) days (72-hours) notice to all prospective proposers.
- F. Right to Reject:** CAPK may, at its discretion, request presentations or additional information with any or all Vendors to clarify or negotiate modifications to 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 shall be solely responsible for awarding the Contract(s).

- G. **Signature:** The proposal and all documents required of Vendor must be signed in the name of the Vendor and must bear the signature of the person duly authorized to sign these documents. Where indicated, if Vendor is a corporation, the legal name of the corporation shall first be set forth, followed by a signature of the chairman of the board, president, vice president or secretary, if duly authorized to sign on behalf of the corporation. The signature line shall also include the title of such signatory below the signature. Where indicated, in the event that the Vendor is a joint venture or partnership, the proposal and all documents shall be signed by a duly authorized representative of the joint venture or partnership. If Vendor is an individual, his/her signature shall be placed on such documents.
- H. **Withdrawal of Bids:** Any proposal may be withdrawn, either personally, or by written request, at any time **prior** to the scheduled closing time for receipt of bids. **No proposal shall be withdrawn for a period of 60 days subsequent to the opening of the proposals.**
- I. **Contractor's License:** If, at the time of the bid opening date and time, Vendor is not properly licensed to perform the project in accordance with Division 3, Chapter 9, of the Business and Professions Code of the State of California, such bid will be rejected as non-responsive. Pursuant to Business and Professions Code Section 7028.15. No payment shall be made for work or materials under the Contract unless and until the Registrar of Contractors verifies to CAPK that the Vendor was properly licensed at the time the bid was submitted. Any Vendor not so licensed is subject to penalties under the law and the Contract will be considered void.

IV. VENDOR'S OBLIGATIONS

- A. **Laws and Regulations:** Vendor shall obey all State and Federal regulations and guidelines now or hereafter enacted.
- B. **Independent Contractor:** Vendor understands and agrees that it is an "independent contractor" with respect to the services to be performed under the Contract. CAPK shall be exempt from payment of all unemployment compensation, FICA, retirement, life and/or medical insurance and worker's compensation insurance.
- C. **Insurance:** Vendor shall procure, furnish and maintain for the duration of the Contract the following types and limits of insurance 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 CAPK, 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 the Contract.
 - b. Contain an additional insured endorsement in favor in favor of CAPK, 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 CAPK, its board, officers, agents, employees and volunteers.

All policies required of the Vendor 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 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 Contract, or insurance rated below Bests' A:VII, must be declared prior to execution of this Contract and approved by the City of Bakersfield in writing.

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.

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 Contract or cancel the Contract if certificates of insurance and endorsements required have not been provided prior to the execution of the Contract.

D. Indemnity: Vendor shall indemnify, defend, and hold harmless CAPK, its officers, agents and employees against any and all liability, claims, actions, causes of action or demands whatsoever against them, or any of them, before administrative or judicial tribunals of any kind whatsoever, arising out of, connected with, or caused by Vendor, Vendor's employees, agents or independent contractors or companies in the performance of, or in any way arising from, the terms and provisions of this Contract whether or not caused in part by a party indemnified hereunder, except as limited by California Civil Code Section 2782.

E. Administrative Requirements:

1. Financial Management: Vendor agrees to comply with 200 CFR Part 327 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Audits and Inspections: All Vendor records with respect to any matters covered by this Contract shall be made available to CAPK, its designee or the Federal government, at any time during normal business hours, as often as CAPK deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Vendor within 30 days after receipt by it. Failure of Vendor to comply with the above audit requirements will constitute a violation of the Contract.

V. SUBCONTRACTS

Vendor shall cause all of the provisions of the Contract in its entirety to be included in and made a part of any subcontract executed in the performance of the Contract.

Vendor shall undertake to ensure that all subcontracts let in the performance of the Contract shall be awarded on a fair and open competition basis. Executed copies of all subcontracts shall be forwarded to CAPK along with documentation concerning the selection process.

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RFP CAPK Energy 2019-001
SUBCONTRACTOR - APPLIANCES
BID FORM

Unit Price Quote:

Please provide a unit price quote for each of the items listed below. **The price quote must be a total cost including material, labor and permit.** The complete job includes the new appliance, installation and removal and disposal of the removed appliance, and cleanup of debris created during the installation. Price quotes should be for a normal installation. Additional charges for unusual situations are handled on a case-by-case basis.

All pricing should include crane rental, permit, Hers duct test and certificate where applicable, as well as the removal and disposal of all the old equipment and trash.

1. **SMOKE AND CARBON MONOXIDE DETECTORS**

- Smoke detector \$ _____
- Carbon monoxide detector \$ _____
- Combination smoke detector and carbon monoxide detector \$ _____

2. **WALL FURNACE**

Remove existing wall furnace and vent system (metal). Install new wall furnace with 78% efficiency, vent system and gas flex and valve at furnace location.

- Single sided – 35,000 BTU \$ _____
- Double sided – 50,000 BTU \$ _____

3. **HEATER - EXTERIOR WALL DIRECT VENT**

Remove existing direct vent heater and install a new direct vent heater with 78% efficiency, a new gas flex and valve.

- Heater – 35,000 BTU \$ _____
- Heater – 50,000 BTU \$ _____

4. **HEATER – FLOOR FURNACE**

Remove existing floor furnace and install new floor furnace, no floor cutting required. Replace horizontal metal vent (4') to existing vertical vent, and gas flex and valve.

- Floor furnace – 60,000 BTU \$ _____

5. **DUAL PAC ROOFTOPS (14 SEER, R410A, SINGLE PHASE)**

Remove the existing rooftop system and stand. Install a new transition, angle iron stand and rooftop system. Install a new electrical disconnect, gas flex and valve and condensate drain in copper.

- 2 ton \$ _____
- 2.5 ton \$ _____
- 3 ton \$ _____
- 3.5 ton \$ _____
- 4 ton \$ _____

- 5 ton \$ _____

6. **FORCED AIR UNIT (FAU) UP FLOW**

Remove the existing FAU and install a new up flow high efficiency (80% or higher AFUE rating) FAU, closet installation, adapt to existing supply plenum. No duct work required. (Closet alteration for free air requirements to be bid separately on an individual basis.)

- 40,000 BTU \$ _____
- 60,000 BTU \$ _____
- 75,000 BTU \$ _____
- 80,000 BTU \$ _____

7. **FORCED AIR UNIT (FAU) HORIZONTAL FLOW**

Remove the existing FAU and install a new horizontal high efficiency (80% or higher AFUE rating) FAU in the attic with existing legal platform: Attic access 30" x 30". Adapt to existing supply and return plenums, vent into the existing roof stack.

- 40,000 BTU \$ _____
- 60,000 BTU \$ _____
- 75,000 BTU \$ _____
- 80,000 BTU \$ _____

8. **ROOFTOP HEAT PUMPS (14 SEER, R410A, SINGLE PHASE)**

Remove the existing rooftop system and stand. Install a new transition, angle iron stand and rooftop system. Install a new electrical disconnect and condensate drain in copper.

- 2 ton \$ _____
- 2.5 ton \$ _____
- 3 ton \$ _____
- 3.5 ton \$ _____
- 4 ton \$ _____
- 5 ton \$ _____

9. **SPLIT SYSTEM GAS/ELECTRIC**

Remove the existing up flow split system and install a new up flow high efficiency (80% or higher AFUE rating) split system, closet installation, adapt to existing supply plenum. Flush the line set and reconnect with a liquid line drier, install all new venting, no duct work is required. (Closet alteration for free air requirements to be bid separately on an individual basis.)

CONDENSERS (14 SEER, R410A, SINGLE PHASE)

- 2 ton \$ _____
- 2.5 ton \$ _____
- 3 ton \$ _____
- 3.5 ton \$ _____
- 4 ton \$ _____
- 5 ton \$ _____

FURNACES UP FLOW (80% or higher AFUE Rating; 15 Volts)

- 2 ton; 40,000 BTU \$
- 3 ton; 70,000 BTU \$
- 4 ton; 90,000 BTU \$
- 5 ton; 110,000 BTU \$

EVAPORATOR COIL (14 SEER, R410A, UP FLOW)

- 2 ton \$
- 2.5 ton \$
- 3 ton \$
- 3.5 ton \$
- 4 ton \$
- 5 ton \$

10. SPLIT SYSTEM HEAT PUMPS

Remove the existing up flow heat pump split system and install a new up flow heat pump split system, closet installation, adapt to existing supply plenum. Flush the line set and reconnect with a bi flow drier, no duct work is required.

CONDENSER (14 SEER, R410A, SINGLE PHASE)

- 2 ton \$
- 2.5 ton \$
- 3 ton \$
- 3.5 ton \$
- 4 ton \$
- 5 ton \$

AIR HANDLERS (14 SEER, R410A, SINGLE PHASE W/HEAT STRIP)

- 2 ton \$
- 2.5 ton \$
- 3 ton \$
- 3.5 ton \$
- 4 ton \$
- 5 ton \$

11. MOBILE HOME SPLIT SYSTEM DOWN FLOW

Remove the existing down flow split system and install a new down flow high efficiency (80% or higher AFUE rating) split system, adapt to existing supply plenum. Flush the line set and reconnect with a liquid line drier, install all new venting, no duct work required.

CONDENSER (14 SEER, R410A, SINGLE PHASE)

- 2 ton \$
- 2.5 ton \$
- 3 ton \$
- 3.5 ton \$
- 4 ton \$
- 5 ton \$

FURNACE (80% EFFICIENCY -- DOWN FLOW FURNACE MOBILE HOME APPROVED)

- 56,000 BTU \$ _____
- 70,000 BTU \$ _____
- 77,000 BTU \$ _____
- 90,000 BTU \$ _____

EVAPORATOR COIL (14 SEER, R410A, DOWN FLOW)

- 2 ton \$ _____
- 2.5 ton \$ _____
- 3 ton \$ _____
- 3.5 ton \$ _____
- 4 ton \$ _____
- 5 ton \$ _____

12. MOBILE HOME SPLIT SYSTEM UP FLOW

Remove the existing up flow split system and install a new up flow high efficiency (80% or higher AFUE rating) split system, closet installation, adapt to existing supply plenum. Flush the line set and reconnect with a liquid line drier, install all new venting, no duct work is required. (Closet alteration for free air requirements to be bid separately on an individual basis.)

CONDENSER (14 SEER, R410A, SINGLE PHASE)

- 2 ton \$ _____
- 2.5 ton \$ _____
- 3 ton \$ _____
- 3.5 ton \$ _____
- 4 ton \$ _____
- 5 ton \$ _____

FURNACE (80% EFFICIENCY -- UP FLOW FURNACE MOBILE HOME APPROVED)

- 56,000 BTU \$ _____
- 70,000 BTU \$ _____
- 77,000 BTU \$ _____
- 90,000 BTU \$ _____

EVAPORATOR COIL (14 SEER, R410A, UP FLOW)

- 2 ton \$ _____
- 2.5 ton \$ _____
- 3 ton \$ _____
- 3.5 ton \$ _____
- 4 ton \$ _____
- 5 ton \$ _____

13. DUCTWORK

Duct work is to be priced by the linear foot, including the labor cost per foot.

- 4" - 5" flexible ductwork – R6 \$ _____
- 6" - 7" flexible ductwork – R6 \$ _____
- 8" - 9" flexible ductwork – R6 \$ _____
- 10" - 12" flexible ductwork – R6 \$ _____

19. **FREE STANDING RANGE – ELECTRIC (220 Volt), COOK TOP (GAS, ELECTRIC, PROPANE)**

All counter tops and 30" free-standing ranges will be provided by the Contractor. Incidental charges for other than "kind for kind" installations are handled on an individual job basis and are to be quoted and billed separately.

All installations will include removal and disposal of old range, installation of line valve and connector. Price quotes are to include permit costs, if applicable.

- 30" free-standing range \$ _____
- 4-burner countertop unit with electric ignition, requiring no incidental work (straight drop in) \$ _____

20. **ADDITIONAL SERVICES**

Hourly rate for Service Technician \$ _____

Hourly rate for Two-man Service Crew \$ _____

Mark-up for additional material not listed in per unit bids above (percentage) _____ %

Mileage charges (when applicable), not to exceed the IRS standard mileage rate \$ _____

VENDOR:

Company Name

Signature

Printed Name

Date

VENDOR PROFILE SHEET

General Information:

1. Firm Name: _____ Phone No. _____
2. Contractor License
Class C-10 Contractor License Number: _____
Class C-20 Contractor License Number: _____
Class C-36 Contractor License Number: _____
List any other Licenses held Number: _____
Name of License Holder: _____
Relationship to Company: _____
3. U.S. Environmental Protection Agency (EPA) Certification #: _____
4. Name of Person(s) authorized to make financial and business decisions and sign legal documents:
Name: _____ Title/Position: _____
5. How many years of experience does your company have? _____
6. Total number of employees: _____
7. Number of Repair/Replacement technicians you currently employ? _____
8. Number of furnaces you can repair per week: _____
9. Number of furnaces you can replace per week: _____
10. Number of water heaters can you replace per week: _____
11. Number of ranges you can replace per week: _____
12. Approximate number of days you can begin service at the capacity indicated above after execution of the Contract.

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

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 #: _____ 6661 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: _____

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 OR SUBCONTRACTING.** The Vendor may not assign or transfer the Agreement, or any interest therein or claim thereunder, or subcontract any portion of the work thereunder, without the prior written approval of CAPK. If CAPK consents to such assignment or transfer, the terms and conditions of the Agreement shall be binding upon any assignee or transferee. Any transfer shall be considered an addendum to the Agreement and must be included as such.
3. **TERMINATION FOR CONVENIENCE OF CAPK.** CAPK may terminate the Agreement at any time by giving written notice to the 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 the Agreement except as set forth in this section in the event of such termination.
4. **CHANGES.** CAPK may from time to time, require changes in the scope of the services of the 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 Agreement. 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 Agreement may not be assigned to a bank, trust company, or other financial institution without CAPK approval. Notice or requests of any such assignment or transfer shall be furnished promptly in writing to CAPK.
6. **NOTICE.** Any notice or notices required or permitted to be given pursuant to the Agreement may be personally served on the other party by the party giving such notice, or may be served by certified mail, return receipt requested.
7. **AFFIRMATIVE ACTION.** The 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 Agreement, including any claims for breach of the Agreement, shall be resolved by submitting the claim for arbitration to the American Arbitration Association in accordance with its rules and procedures applicable to commercial disputes. The location of any arbitration hearing shall be Bakersfield, California, and any enforcement of the arbitrator's decision shall be brought in the Superior Court of the County of Kern, Bakersfield, California.
9. **EQUAL EMPLOYMENT OPPORTUNITY.** All hiring and other employment practices by the 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 Agreement.
13. **RESPONSIBILITY.** If Vendor is part of a corporation, the individual or individuals who sign the

Agreement on behalf of the corporation are jointly responsible for performance of the Agreement.

14. **PROTEST BY 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 Agreement, which may be in whole, or in part, sponsored or funded by a Local, State, or Federal agency. Also, no relative of an employee of CAPK may enter into or bid on an Agreement while said employee is still employed by CAPK. No relative of an employee of CAPK may bid on an Agreement until 12 months after the date said employee of CAPK has left employment of CAPK, either voluntarily or involuntarily. It is contrary to CAPK policy for any CAPK employee to personally solicit, demand or receive any gratuity of any kind from a Vendor in connection with any decision affecting a CAPK purchase or Agreement 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 Agreement.

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

18. **INSURANCE REQUIREMENTS:** Vendor shall procure, furnish and maintain for the duration of the Agreement 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 Agreement.
- 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, 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 Best's rating of no less than A:VII. Any deductibles, self-insured retentions or insurance in lesser amounts, or lack of certain types of insurance otherwise required by the Agreement, or insurance rated below Best's A:VII, must be declared prior to execution of the Agreement and approved by CAPK in writing.

All policies shall contain an endorsement providing Community Action Partnership of Kern with thirty (30) days written notice of cancellation or material change in policy language or terms. All policies shall provide that there shall be continuing liability thereon, notwithstanding any recovery on any policy.

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

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

Signature

Date

Print Name

Company Name