REQUEST FOR PROPOSALS (RFP)
FOR
SECURITY PATROL

Request for Proposal Number: OPS 2026-005
October 29th, 2026



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

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

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

REQUEST FOR PROPOSALS (RFP):
SECURITY PATROL
GENERAL CONDITIONS

I. PURPOSE

Community Action Partnership of Kern (CAPK) is soliciting proposals for Security Services at specified Kern County locations. The following services may be proposed in part or in whole:

- Roving patrols of exterior areas of specified locations
- Monitoring and responding to building intrusion detection systems and notifying law enforcement if deemed appropriate
- Board up services of damaged doors or windows and resetting alarms
- Providing written report of incidents

A. Proposal Submission Information

1. **Closing Date:** Proposals must be submitted no later than **2:00 p.m., November 19th, 2026**.
2. **Inquiries:** Inquiries concerning this RFP should be directed to the Business Services Department, at procurement@capk.org.
3. **Costs of Proposal Preparation:** All costs incurred in the preparation of a proposal responding to this RFP will be the sole responsibility of the Vendor and will not be reimbursed by CAPK. Unless otherwise stated, all materials submitted by Vendor in response to this RFP shall become the property of CAPK.

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

Community Action Partnership of Kern (CAPK)
RFP No. OPS 2026-005
ATTN: Liz G Vargas - Procurement
1300 18th Street, Ste 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	October 29, 2026	RFP Released to public
2	November 5, 2026	Due date for Vendor questions
3	November 12, 2026	Responses to Vendor questions emailed to Vendors
4	**November 19, 2026, by 2:00pm**	**DUE DATE FOR PROPOSALS FROM VENDORS**
5	December 3, 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 reserves the right to make awards to multiple Vendors under this RFP. CAPK anticipates but does not guarantee that the Contract will be awarded by December 3rd, 2026.

Award will be given 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).

ATTACHED BID FORM IS TO BE SUBMITTED WITH PROPOSAL.

SCOPE OF SERVICES:

The successful proponent shall be responsible for providing a security service performed by qualified officers during the times and at locations agreed upon by the parties, and for other occasions as may be required by CAPK. CAPK understands that one company may not be able to service all locations identified on the Bid Sheet. CAPK encourages all vendors to bid on those sites that are feasible to provide prompt and reliable service.

A. Scope of Work: The scope of work for this project consists of the following:

I. Random Patrols:

a. For the locations needing random patrols please see the itemized list of all CAPK locations:

i. Patrol officers dispatching and responses will mostly be conducted between the hours of **6:00pm and 6:00am**.

ii. Patrol officers must walk through the entire site and check blind spots and all doors and windows to ensure the site is secure.

iii. The officer shall be responsible for securing the site, which includes

arming the burglar alarm, shutting and locking doors and windows. Please see Board Up Service.

iv. The patrol officer is required to remove any individuals from the site and work with local law enforcement if needed.

v. All encounters shall be documented and reported to CAPK within 24 hours. For emergencies or approval for overtime on site, the Patrol Officer will contact CAPK representative for information and approval.

vi. Please see the bid sheet and provide costs for patrol service by location.

II. **Reoccurring Patrols:**

b. For the locations needing reoccurring patrols, please see the itemized list of all CAPK locations which are highlighted. Patrols and checks will vary from once a day, up to 4 times daily. Reoccurring patrols will consist of property review and inspection at various CAPK facilities located across Kern County. All locations requiring regular route patrols are located within Bakersfield city limits.

i. Patrol officers must walk through the entire site while checking blind spots and all doors and windows to ensure the site is secure.

ii. The officer shall be responsible for securing the site, which includes arming the burglar alarm, shutting and locking doors and windows.

iii. The patrol officer is required to remove any individuals from the site and work with local law enforcement if needed.

iv. All encounters shall be documented and reported to CAPK within 24 hours. For emergencies or approval for overtime on site, the Patrol Officer will contact CAPK representative for information and approval.

v. Please see the bid sheet and provide monthly cost for patrol services by location.

III. **Alarm Response:**

i. Vendor's dispatch will be identified as the first caller on CAPK's burglar alarm monitoring call list. The vendor will be responsible for sending a security officer to the site for review.

ii. The security officer will walk to the site to ensure the premise is secure, and work with law enforcement if vandalism, burglary, or other act is in progress.

iii. Record the occurrence, report to CAPK. If damage occurs on site which prevents the site from being secure, the vendor itself or its subcontractor will secure the building.

iv. Please see Board up service.

v. All occurrences must be reported to CAPK. Any occurrence which involves site damage must be reported via email with site photos of damage prior to 8:00 am the next morning.

vi. Please see the bid sheet and provide an initial response cost and hourly rate thereafter.

IV. **Event Security:**

i. From time-to-time CAPK holds special events with attendees between 100-500 people. Some events serve alcohol. To ensure the safety of the attendees and CAPK staff, security officers are needed.

ii. Security officers during these events are to ensure the safety of the attendees, remove those that may become disruptive, prevent altercations if they can be perceived, and end altercations when identified.

iii. Work with law enforcement if needed.

iv. Please see the bid sheet and provide an hourly rate per single security officer.

V. **Board up Service:**

a. It is understood that not all vendors will be able to provide board-up services directly or indirectly.

i. It is desired to have a full service to ensure that CAPK's facilities are secure.

ii. If security officers are not able to ensure that a site is secure CAPK would like the Vendor to secure a subcontractor that can be on call to perform the board up if needed.

iii. If Board-up services cannot be provided, please note on the bid sheet.

iv. Providing or not providing the service will not preclude CAPK from fully reviewing all proposals. CAPK may enter into contract with those that do not.

v. If services cannot be provided by Vendor, CAPK will make an attempt to contract a third party to provide board-up services. It will be desired that the vendor works with the contractor selected by CAPK for these services. CAPK would like to see that the Security Officer remain on site until the board up process is complete.

II. PROPOSAL CONTENT REQUIREMENTS

Proposals must include the following:

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

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

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

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

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

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

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

G. **Attachment A:** Bid Form

H. **Attachment B:** Checklist

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

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

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

IV. VENDOR REQUIREMENTS

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

V. PROPOSAL SUBMITTAL PROCESS

A. The submission of a proposal shall be an indication that the Vendor has investigated and satisfied itself as to the conditions to be encountered, the character, quality and scope of work to be performed, and the requirements of CAPK.

B. All proposals received by CAPK will be considered a "Public Record" as defined in Section 6252 of the California Government code and shall be open to public inspection, except to the extent the Vendor designates trade secrets or other proprietary material to be confidential. Any documentation which the Vendor believes to be a trade secret must be provided to CAPK in a separate envelope and must be clearly marked as a trade secret. CAPK will endeavor to restrict distribution of material and analysis of the proposals. Vendors are cautioned that materials designated as trade secrets may nevertheless be subject to disclosure and CAPK shall in no way be liable or responsible for any such disclosure. Vendors are advised that CAPK does not wish to receive material designated as trade secrets and requests that Vendors not supply trade secrets unless necessary. The Vendor's qualification package, and any other supporting materials submitted to CAPK in response to the request, will not be returned and will become the property of CAPK.

VI. SELECTION PROCESS AND CRITERIA

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

Non-responsive Proposals

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

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

Proposal Evaluation

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

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

B. The evaluation and selection of the successful Vendor shall be based upon the factors listed below with corresponding point evaluation. Total points available are **100**.

Evaluation of each proposal will be scored on the following factors:

1. Background and Experience in performing requested services.	**Points = 15**
2. Availability of resources and how engagement will be sourced.	**Points = 15**
3. **References:** Do you have experience with clients that are like CAPK's? Please provide a minimum of three written letters of reference.	**Points = 10**
4. **Services:** What types of services will you provide to assist CAPK with our security service needs. Provide a detailed outline and description of the scope of services provided.	**Points = 15**
5. **Communication/Strategies:** describe your implementation approach and ongoing communication services including timeline	**Points = 10**
6. **Value-added service:** in addition to the requested services; what value-added service do you provide?	**Points = 5**
7. **Fees and costs:** Quote an hourly rate for patrolling specified locations and a monthly rate by area/or a flat fee for responding to alarms and boarding up services. Describe what your proposed billing process will be including	**Points = 25**

estimated invoice dates.	
8. Affirmative Consideration of Small Businesses Consideration will be given to dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small businesses.	**Points = 5**
Total	**Points = 100**

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

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

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

D. Upon final selection, CAPK will process the Contract for award. CAPK reserves the right to award contracts to multiple vendors. The initial contract term will be one (1) year, with up to four (4) additional one-year renewal options at CAPK's discretion.

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.

ATTACHMENT A

SITE LIST

SITE ADDRESS	PROGRAM
Administration 1300 18th St Bakersfield	Administration
Central Kitchen 1825 Feliz Dr- Enter from Belle Terrace Bakersfield	Central Kitchen
CES 1631 30th Street Bakersfield	CES
Energy/VITA 300 19th Street Bakersfield	Energy/VITA
East Kern Family Resource Center 15662 K Street Mojave	EKFRC
Food Bank 2550 East Belle Terrace Ste 200 Bakersfield	Food Bank
Friendship House 2424 Cottonwood Rd Bakersfield CA 93307	Friendship House
Food Bank 1807 Feliz Dr Bakersfield CA 93307	Main Food Bank
M St Navigation Center 2900 M St Bakersfield	Low Barrier Homeless Shelter
Maintenance (Operations Warehouse) 317 Mt Vernon Ave Bakersfield	Maintenance
MCAP 1300 Stine Rd. Bakersfield	MCAP
Visalia MCAP 7000 Doe Ave Visalia	MCAP
Veteran Support Services (V.S.S.) 1617 30th Street. Bakersfield	V.S.S.
604 Covey Avenue Bakersfield	V.S.S.
2215 Buena Street Bakersfield	V.S.S.
727 Decatur Street Bakersfield	V.S.S.
729 Decatur Street Bakersfield	V.S.S.
731 Decatur Street Bakersfield	V.S.S.
3609 Caldwell Bakersfield	V.S.S.
Boron WIC 26904 Nicols St Boron	WIC
California City WIC 8401 California City Ste 8 California City	WIC
Delano WIC 1001 Main St Delano	WIC
Niles St WIC 6019 3&4 Niles St Bakersfield	WIC
Oildale WIC 525 Roberts Ln Bld B Bakersfield	WIC
Palmdale WIC 2739 Diamond St Unit B Rosamond	WIC
Panama Lane WIC 4600 Panama Lane Bakersfield	WIC
Shafter WIC 650 James St Shafter	WIC
Tehachapi WIC 106 S. Robinson Tehachapi	WIC
Wasco WIC 741 Palm Ave Wasco	WIC
WIC Main Office 5351 Olive Dr Bakersfield	WIC
Shafter Youth Center 455 E. Euclid Ave Shafter CA 93263	Youth Center
** PLEASE NOTE HIGHLIGHTED SITES WILL REQUIRE DAILY PATROLS **	

SITE ADDRESS	PROGRAM
Alberta Dillard 5704 Pioneer Dr Bakersfield CA 93306	Head Start
Alicante HS 7998 Alicante Ave Lamont	Head Start
Angela Martinez 4032 Jewett Ave Bakersfield CA 93301	Head Start
California City Ctr HS 9124 Catalpa Ave California City	Head Start
Cleo Foran 1410 11th St Bakersfield CA 93304	Head Start
Delano HS 1915 Cecil Ave Delano	Head Start
Fairfax Ctr HS 1500 S. Fairfax Bakersfield	Head Start
Harvey Hall 315 Stine Rd Bakersfield CA 93309	Head Start
Heritage Park Ctr HS 2320 Mt Vernon Ave Bakersfield	Head Start
Martha J. Morgan 3811 River Blvd Bakersfield CA 93305	Head Start
McFarland Ctr HS 410 E Perkins Ave McFarland	Head Start
Oasis 814 N. Norma St Ridgecrest 93555	Head Start
Pete H. Parra 1825 Feliz Dr. Bakersfield CA 93307	Head Start
Primero Pasos HS Ctr 1111 Bush St Arvin	Head Start
Rosamond/Wayside Chapel 2854 Felsite Ave Rosamond	Head Start
San Diego Ctr 10300 1/2 San Diego St Lamont	Head Start
Shafter HS Ctr 452 W. Los Angeles St Shafter	Head Start
Shafter 459 E. Euclid St Shafter CA 93263	Early Head Start
Sterling 3000 Sterling Rd Bakersfield CA 93306	Early Head Start / Head Start
Stockdale HS 5 Real Rd Bakersfield	Head Start
Sunrise Villa Ctr 1600 Poplar Ave Wasco	Head Start
Taft Ctr 819 6th Street Taft	Head Start
Tehachapi Ctr HS 1120 S. Curry St. Tehachapi	Head Start
Vineland Ctr 14327 S. Vineland Rd Bakersfield	Head Start
Virginia Ctr 3301 Virginia Ave Bakersfield	Head Start
Wasco Ctr HS 929 Broadway St. Wasco	Head Start

DESCRIPTION OF SERVICES	PRICE
ALARM RESPONSE WITHIN BAKERSFIELD CITY LIMITS	
ALARM RESPONSE UP TO 50 MILES OUTSIDE OF BAKERSFIELD	
ALARM RESPONSE UP TO 100 MILES OUTSIDE OF BAKERSFIELD	
DISPATCH OFFICER TO BAKERSFIELD LOCATION FOR SITE CHECK	
OFFICER PREFORMING PROPERTY CHECK 1X PER DAY (BETWEEN 7AM-8AM)	
OFFICER PREFORMING PROPERTY CHECK 2X PER DAY (FIRST CHECK 7 AM. SECOND CHECK 4PM)	
OFFICER PERFORMING PROPERTY CHECK 4X PER DAY	
COST PER HOUR FOR OFFICER TO STANDBY ON SCENE	

COST PER HOUR FOR OFFICER TO PREFORM FIRE WATCH	
FOOT PATROL SECURITY SERVICES (8AM-5PM)	RATE PER OFFICER
FOOT PATROL SECURITY SERVICES (9PM-6AM)	RATE PER OFFICER
FOOT PATROL SECURITY SERVICES (3 OFFICER ROTATION FOR 24-HOUR COVERAGE)	TOTAL COST

Rate for work outside of monthly fees -Please list additional services and costs:
Use additional space as needed.

$_____

QUESTIONS

1. HOW MANY FULLTIME PATROL OFFICERS ARE EMPLOYED BY YOUR COMPANY?
   _____
2. DOES YOUR COMPANY OFFER 24-HOUR DISPATCH SERVICES?
   _____
3. TYPICAL RESPONSE TIME FOR OFFICER TO RESPOND TO ALARM ACTIVATION (During Business Hours) _____
4. TYPICAL RESPONSE TIME FOR OFFICER TO RESPOND TO ALARM ACTIVATION (After Hours 6pm-6am) _____
5. WHAT TYPES OF CERTIFICATIONS DO YOUR PATROL OFFICERS HAVE? (e.g., First Aid cert, Baton training, Pepper spray cert) _____
6. HOW MUCH TRAINING DO YOUR PATROL OFFICERS RECEIVE BEFORE THEIR FIRST POST/JOB ASSIGNMENT? _____

ATTACHMENT B

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

APPENDIX A

Community Action Partnership of Kern
• Procurement Department •
1300 18th St, Ste 200, Bakersfield, CA 93301 • 661.336.5236 • procurement@capk.org

VENDOR INFORMATION SHEET

Date: _____ Prepared By: _____

Official Business Name: _____

DBA: _____

Location Address: _____
Street City State Zip

Remit Address: _____
Street City State Zip

Contact Person: _____ Title: _____

Phone #: _____ Accts. Receivable Phone #: _____

Fax #: _____ Customer Service Phone #: _____

CAPK Vendor #: _____ E-mail Address: _____

Federal ID # or SS#: _____ Type of Business: _____

Contractor Lic #: _____ Business Lic #: _____ City Issued: _____

General Liability Insurance Carrier & Policy #: _____

Auto Liability Insurance Carrier & Policy #: _____

Workers Compensation Insurance Carrier & Policy #: _____

FEDERAL TAX CLASSIFICATION:

☐ Individual/Sole Proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/Estate
☐ Limited Liability Co. C = C Corp S = S Corp P = Partnership ☐ Other: _____

BUSINESS ENTITY/CLASSIFICATION:

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

SBA CLASSIFICATION:

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

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

Years in Business: _____ Accept Purchase Orders: ☐ Yes ☐ No

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

Authorized Signature: _____ Print Name: _____

Title: _____ Date: _____

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, 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 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

REMAINDER OF PAGE LEFT BLANK INTENTIONALLY