

# REQUEST FOR PROPOSALS (RFP) FOR

## Roadside Assistance Services

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*Request for Proposal Number: OPS 2023-004*

*October 20, 2023*

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### **Community Action Partnership of Kern**

5005 Business Park North  
Bakersfield, California 93309  
661.336.5236

**Proposals Due by 2:00 p.m., November 8, 2023**

**REQUEST FOR PROPOSALS (RFP):**  
**Roadside Assistance Services**  
**GENERAL CONDITIONS**

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**PURPOSE**

Community Action Partnership of Kern (CAPK) is soliciting proposals to provide Roadside Assistance Services for our agency vehicles.

**A. Proposal Submission Information**

1. **Closing Date:** Proposals must be submitted no later than **2:00 p.m. November 8, 2023**
2. **Inquiries:** Inquiries concerning this RFP should be directed to the Business Services Department, at [procurement@capk.org](mailto: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 OPS 2023 -004  
ATTN: Business Services  
5005 Business Park North  
Bakersfield, CA 93309  
Or via email to: [procurement@capk.org](mailto:procurement@capk.org)

It is the responsibility of the Vendor to ensure that CAPK receives the proposals by the date and time specified above. **Late proposals will not be considered. Confirmation of receipt is the sole responsibility of Vendor.** Each Vendor must submit its proposal using the enclosed format in Section III below. If any proposal submitted deviates from the requested proposal format, it may be cause for disqualification.

**Expected Timelines:**

	<b>Date(s)</b>	<b>Event</b>
1	October 19, 2023	RFP Released to public
2	October 25, 2023	Due date for Vendor Questions -Please email to Procurement@capk.org
3	November 1, 2023	Responses to Vendor questions emailed to Vendors
4	<b>November 8, 2023, by 2:00pm</b>	<b>DUE DATE FOR PROPOSALS FROM VENDORS</b>
5	November 30, 2023	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 **November 30, 2023.**

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).

**I. Specifications**

**G. SCOPE OF WORK**

It is the intent of these specifications, terms and conditions to describe roadside assistance services requested by Community Action Partnership of Kern (CAPK).

CAPK intends to award a three-year contract (with an option to renew for two years) to a pool of up to three Bidders selected as the lowest responsible Bidder(s) whose response meets the CAPK’s requirements.

CAPK is seeking an emergency roadside assistance contractor(s) to respond to CAPK vehicle users who are in need of assistance with CAPK vehicles Countywide and Statewide. It is estimated that 90% of the service calls are within Kern County and 10%

statewide.

There are approximately one hundred and sixteen (116) vehicles. CAPK's fleet is comprised of approximately one hundred and one (101) light-duty cars/vans, twelve (12) medium/heavy-duty vehicles, and a Winnebago.

## H. BIDDER QUALIFICATIONS

### 1. BIDDER Minimum Qualifications

- Bidder shall be regularly and continuously engaged in the business of providing roadside assistance services for at least three (3) years.
- Bidder shall possess all permits, licenses and professional credentials necessary to supply product and perform services as specified under this RFP.

## I. SPECIFIC REQUIREMENTS

1. Contractor shall be available for roadside assistance twenty-four (24) hours per day, seven (7) days a week, to stranded and/or distressed CAPK vehicle users who are in need of assistance, anytime and anywhere within CAPK and/or within the State of California.
2. Contractor shall provide a telephone number manned by a live operator for CAPK employees needing assistance to call.
3. Contractor shall arrive at the scene to provide Countywide or Statewide roadside response within one (1) hour of request.
4. Contractor shall provide free mileage from point of disablement to the closest dealer or repair facility with a maximum of fifty (50) miles.
5. Contractor shall provide prompt and reliable roadside assistance service to include, but not be limited to:
  - Locked Car Service: Contractor shall use conventional tools to open the vehicle to retrieve car keys. If the responding service personnel is unable to gain entry without damage to the vehicle, vehicle shall be towed to the nearest locksmith or dealer.
  - Battery jump/boost: Contractor shall dispatch service personnel to jump-start vehicles with drained batteries. If the vehicle will not start, Contractor shall tow the vehicle as per instructions listed under item 6 of the Specific Requirements.
  - Change of flat tire: Contractor service personnel shall replace the flat tire with the vehicle spare. If more than one tire needs to be changed, Contractor shall tow the vehicle as per instructions listed under item 6 of the Specific Requirements.
  - Emergency gas, oil, and water: Contractor shall provide a minimum quantity of gas, oil, and water to get the vehicle safely back on the road. Bidder shall bill CAPK for the actual cost of gas and oil.

- Mechanical First Aid: Should a CAPK vehicle become disabled, Contractor shall provide a mechanic or service personnel to perform minor repairs at the site of disablement. If the problem cannot be repaired, Contractor shall tow the vehicle as per instructions listed under item 5 below. Mechanical first aid service shall be provided by Contractor at the standard rate for an assistance response at no extra charge to CAPK.
  - When towing to repair facility or safety: Contractor shall tow the vehicle up to fifty (50) miles at the standard rate for an assistance response at no extra charge. Contractor shall also take the CAPK employee to a safe location.
6. During regular business and nonbusiness hours, Contractor shall follow these instructions whenever towing is necessary.

- For disablements near or within Kern County, Contractor shall tow the disabled vehicle to the following location:

McWilliam & Walden – 661.321.9952  
4201 E Brundage Lane, Bakersfield CA 93307

- For disablements near or within San Joaquin County, Contractor shall tow the disabled vehicle to the following location:

Country Club Tires and Muffler – 209.668.7213  
2151 Country Club Blvd, Stockton CA

- In both instances, Contractor shall allow “free mileage” from the point of disablement to the nearest repair facility and/or dealer. Contractor shall indicate in Exhibit A-Bid Form, the maximum allowed distance for free mileage on a “per trip” and quote a rate per mile in excess of the free miles. Contractor shall bill CAPK for extra mileage incurred over the approved maximum mileage allowed.

**J. DELIVERABLES / REPORTS**

1. Contractor shall provide quarterly management reports in electronic format. The format will be later developed by CAPK and Contractor.

**K. Proposal Submission Information**

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

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RFP OPS 2023 -004

ATTN: Business Services

5005 Business Park North

Bakersfield, CA 93309

Or via email to: [procurement@capk.org](mailto:procurement@capk.org)

It is the responsibility of the Vendor to ensure that CAPK receives the proposals by the date and time specified above. **Late proposals will not be considered. Confirmation of receipt is the sole responsibility of Vendor.** Each Vendor must submit its proposal using the enclosed format in Section III below. If any proposal submitted deviates from the requested proposal format, it may be cause for disqualification. This does not, however, preclude the Vendor from offering value-added alternatives and additional, relevant information in addition to the information requested in the RFP. The alternatives, however, must be fully explained in written form, and must be separately stated as alternatives in both the proposal content and fee proposal.

## **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, including a brief history of the firm, number of years in business, structure of the organization.
- B. CAPK is not a tax-exempt entity; all appropriate taxes will apply. All applied taxes must be listed as a line item.
- C. Please include any discounts provided to CAPK due to its 501(c)(3) status including any in-kind donations.
- D. Three references, including contact information.
- E. Conflict of Interest: Provide a statement of any potential conflicts Vendor and/or key staff may have regarding providing these services to CAPK. The statement should not only include actual conflicts, but also any working relationships that may be perceived by disinterested parties as a conflict. If no potential conflicts of interest are identified, so state in your proposal.  
Vendor shall have read and 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.
- F. **Vendor Information Sheet:** Appendix A.
- G. **W-9:** Appendix B.
- H. **Additional Terms and Conditions:** Appendix C.

### III. VENDOR REQUIREMENTS

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

### IV. PROPOSAL SUBMITTAL PROCESS

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

### V. SELECTION PROCESS AND CRITERIA

This is a NEGOTIATED procurement and as such, award will not necessarily be made to the Vendor 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

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 the Vendor.

- B. The evaluation and selection of the successful Vendor shall be based upon the technical proposal and the factors listed below in the Evaluation Criteria Matrix with corresponding point evaluation. The total points available are 100.

	<b>Evaluation Criteria Matrix</b>	<b>Max Points</b>
	Experience and qualifications of vendor, including past performance providing related services.	25
	References: Past performance with similar agencies	25
	Ability of proposer to meet the RFP requirements; records keeping procedures; billing procedures and administrative functions.	25
	Fees for Service – Completion of Bid Form	25
	<b>Total:</b>	<b>100</b>

- 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, the Contract will be processed by CAPK for award of the Contract.

**VI. CONDITIONS TO AWARD**

- A. CAPK reserves the right to delay the selection process, withdraw and reissue the RFP, or cancel this procurement.
- B. This solicitation does not commit CAPK to pay any costs in the preparation or presentation of a submittal.

**VII. TIMELINE**

- A. 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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Roadside Assistance/Towing Services

BID FORM

Unit Price Quote:

Please provide a unit price quote for each of the items listed below. **The price quote must 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.

1. <u>Lock Car Service</u>		\$ _____
2. <u>Battery</u>		
	Boost/Jump start	\$ _____
	Replacement	\$ _____
3. <u>Tires</u>		
	Air up tires	\$ _____
	Change tire	\$ _____
	Replace tire	\$ _____
4. <u>Emergency Gas, Oil, and Water</u>		
	5 gal of fuel (gasoline or diesel)	\$ _____
	2 quart oil	\$ _____
	Water	\$ _____
5. <u>Other Tow Services</u>		
	Re-hook-up fees	\$ _____
	Rate per mile	\$ _____
6 <u>Other Minor Mechanical Repairs.</u>		
	_____	\$ _____
	_____	\$ _____
	_____	\$ _____
	_____	\$ _____

VENDOR: \_\_\_\_\_  
Company Name: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Date: \_\_\_\_\_

**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, Wom 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



Community Action Partnership of Kern  
Additional Terms and Conditions

1. **TAXES.** The Contractor is solely responsible to pay all taxes and comply with all Federal, State, and local laws, ordinances, rules, regulations and lawful orders bearing on the performance of work.
2. **ASSIGNMENT OR SUBCONTRACTING.** The Contractor may not assign or transfer the Agreement, or any interest therein or claim thereunder, or subcontract any portion of the work thereunder, without the prior written approval of CAPK. If CAPK consents to such assignment or transfer, the terms and conditions of the Agreement shall be binding upon any assignee or transferee. Any transfer shall be considered an addendum to the Agreement and must be included as such.
3. **TERMINATION FOR CONVENIENCE OF CAPK.** CAPK may terminate the Agreement at any time by giving written notice to the Contractor of such termination and specifying the effective date thereof. In that event, all finished or unfinished documents and other materials as described herein, at the option of CAPK, shall become its property. If the Agreement is terminated by CAPK as provided herein, the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials. The Contractor hereby expressly waives any and all claims for damages or compensation arising under the Agreement except as set forth in this section in the event of such termination.
4. **CHANGES.** CAPK may from time to time, require changes in the scope of the services of the Contractor to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation which are mutually agreed upon by and between CAPK and the Vendor, shall be effective when incorporated in written amendments to the Agreement. Amendments shall be valid only after approval by Contractor and CAPK's Chief Executive Officer.
5. **CLAIMS.** All claims for money due or to become due to the Contractor from CAPK under the Agreement may not be assigned to a bank, trust company, or other financial institution without CAPK approval. Notice or requests of any such assignment or transfer shall be furnished promptly in writing to CAPK.
6. **NOTICE.** Any notice or notices required or permitted to be given pursuant to the Agreement may be personally served on the other party by the party giving such notice, or may be served by certified mail, return receipt requested.
7. **AFFIRMATIVE ACTION.** The Contractor agrees to abide by all State and Federal Affirmative Action policies and laws.
8. **DISPUTE RESOLUTION.** Any dispute arising regarding the interpretation or implementation of the Agreement, including any claims for breach of the Agreement, shall be resolved by submitting the claim for arbitration to the American Arbitration Association in accordance with its rules and procedures applicable to commercial disputes. The location of any arbitration hearing shall be Bakersfield, California, and any enforcement of the arbitrator's decision shall be brought in the Superior Court of the County of Kern, Bakersfield, California.
9. **EQUAL EMPLOYMENT OPPORTUNITY.** All hiring and other employment practices by the Contractor shall be non-discriminatory, based on merit and qualifications without regard to race, color, religion, national origin, ancestry, disability, medical condition, marital status, age or sex.
10. **SBE/MBE/WBE POLICY STATEMENT.** It is the policy of Community Action Partnership of Kern, consistent with Federal, State and local laws, to promote and

encourage the development, participation, and continued expansion of Small Business Enterprises, Minority Business Enterprises and Women's Business Enterprises.

11. **AMERICAN MADE.** To the extent practicable, all equipment and products provided by Contractor will be American made.
12. **CONFIDENTIALITY.** The Contractor shall use his or her best efforts to keep confidential any information obtained during the performance of the Agreement.
13. **RESPONSIBILITY.** If Contractor is part of a corporation, the individual or individuals who sign the Agreement on behalf of the corporation are jointly responsible for performance of the Agreement.
14. **PROTEST BY VENDOR:** If the Contractor wishes to file a protest against CAPK for any action, the Contractor must do so in writing with CAPK within 72 hours after the action to be protested has occurred. All protests will be taken under advisement. Any protests received after that will not be recognized.
15. **CONFLICT OF INTEREST:** In accordance with California Public Contract Code 10410, no officer or employee of CAPK shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest in the Agreement, which may be in whole, or in part, sponsored or funded by a Local, State, or Federal agency. Also, no relative of an employee of CAPK may enter into or bid on an Agreement while said employee is still employed by CAPK. No relative of an employee of CAPK may bid on an Agreement until 12 months after the date said employee of CAPK has left employment of CAPK, either voluntarily or involuntarily. It is contrary to CAPK policy for any CAPK employee to personally solicit, demand or receive any gratuity of any kind from a Contractor in connection with any decision affecting a CAPK purchase or Agreement for Goods or Services. Thus, if such a case were to occur, the Contractor may file a protest with CAPK as specified in the section titled "Protest by Contractor."
16. **DEBARMENT AND SUSPENSION CERTIFICATION:** Contractor, under penalty of perjury, certified that, except as noted below, he/she or any person associated therewith in the capacity of owner, partner, director, officer, manager:
  - a. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
  - b. Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three (3) years;
  - c. Does not have a proposed debarment pending; and
  - d. Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

If there are any exceptions to the Certifications above, insert the exceptions in the following space:

Exceptions will not necessarily result in denial of award but will be considered in determining Vendor responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action. Note: Providing false information may result in criminal prosecution or administrative sanctions.

17. **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."

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

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

**18. INSURANCE REQUIREMENTS:** Contractor shall procure, furnish and maintain for the duration of the Agreement the following types and limits of insurance herein:

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

Insurance is to be placed with insurers with a Best's rating of no less than A: VII. Any deductibles, self-insured retentions or insurance in lesser amounts, or lack of certain types of insurance otherwise required by the Agreement, or insurance rated below Best's A: VII, must be declared prior to execution of the Agreement and approved by CAPK in writing.

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

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

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

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**SIGNATURE**

**DATE**

---

**PRINT NAME**

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**COMPANY NAME**