

## **PUBLIC WORKS LIQUEFIED PROPANE GAS**



**This entire Bid Package, which includes the following:**

**Notice Inviting Bids,**

**Bid Proposal Forms,**

**And**

**County of Inyo Standard Contract No. 116**

**Bid must be submitted in its entirety. Do not remove any pages.**

**Be sure to fully complete all forms and sign.**

**BID RESPONSES DUE BY 3:30 PM**

**Thursday April 10, 2025**

# COUNTY OF INYO

## NOTICE INVITING BIDS

**NOTICE IS HEREBY GIVEN THAT INYO COUNTY IS SOLICITING BIDS FOR:**

### **PUBLIC WORKS LIQUEFIED PROPANE GAS**

**Sealed Bids** will be received at the Clerk of the Board of Supervisors Office, 224 N Edwards St. P.O. Drawer N Independence, California, 93526 until 3:30 p.m. Thursday, April 10, 2025, at which time they will be publicly opened and read.

Bids must be in a **sealed** envelope, addressed to the Clerk of the Board of Supervisors, 224 N Edwards St. P.O. Drawer N. Independence, California 93526. Indicate on the outside of the bid envelope "**PUBLIC WORKS LIQUEFIED PROPANE GAS**".

All bids must be signed with the firm's name and by a responsible officer or employee.

The period for which the specified Services are to be provided pursuant to this bid is from July 1, 2025, through and including June 30, 2028.

Inyo County reserves the right to reject any or all bids, or to waive any minor informality in any bid, if it is deemed to be in the best interest of the County of Inyo.

Bid Packages, which include the Notice Inviting Bids, Bid Proposal Forms and Contract Forms, may be obtained from the Inyo County Public Works Department, 168 N Edwards Street Independence, CA 93526, telephone (760) 878-0201, and may be inspected at the above department.

Bid packages may also be downloaded from the County website at:  
<http://www.inyocounty.us/Bid Packages.html>.

Please be aware that if you download the Bid Package from the County website, you are responsible for notifying the Public Works Department that you are a Bid Package recipient. Only Bid Package recipients known by the County will receive any addenda that are issued.

## BID PROPOSAL FORM

TO: COUNTY OF INYO

FROM: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
(Herein called "Bidder")

### **FOR: PUBLIC WORKS LIQUEFIED PROPANE GAS**

In submitting this Bid, it is understood that:

1. **BID DEADLINE:**

Bids must be received no later than 3:30 p.m. Thursday April 10, 2025, by the Clerk of the Board of Supervisors, 224 N Edwards St., P.O. Drawer N, Independence, California, 93526, at which time they will be publicly opened and read.

**COST BASIS:**

Bid prices shall exclude state and local sales taxes and shall include delivery (as described in Section 11: Pricing Definition) Proposed prices shall otherwise include all costs to provide all Liquefied Propane Gas as required by, and in accordance with the Contract Documents and the bid package.

There is a contracting preference of five percent (5%) for Small Business Enterprises and 8% for local businesses available for this bid. To be eligible for either preference (Note: not cumulative), Bidders who wish to be considered for the SBE preference must submit with its bid proof of state or federal acceptance as an SBE. Those bidders who wish to be considered for the local business preference must provide with their bid certification an affidavit of eligibility that it is a local business, as shown in Exhibit 2.

## CONTRACT DOCUMENTS:

The Notice Inviting Bids, this Bid Proposal Form, County of Inyo Standard Contract No. 116, and any documents incorporated therein, including Exhibit 1, are referred to collectively as the Contract Documents and shall constitute the contract between the parties that will come into full force and effect upon acceptance, approval and execution by the Inyo County Board of Supervisors or its designee. The contract documents are incorporated herein by reference and made a part hereof with like force and effect as if all of said documents were set forth in full herein.

## ACCEPTANCE:

The County reserves the right to reject any and all Bids. However, this Bid shall remain open and shall not be withdrawn for a period of at least sixty (60) days after the date set for its opening and shall remain open and valid thereafter until it is withdrawn by Bidder. The Bidder will execute and deliver the Agreement for the Liquefied Propane Gas, County of Inyo Standard Contract No. 116, any certificates or other required proof of insurance, and any other required documents, to the County no later than fifteen (15) days after receipt of notification to Bidder of the award of that Contract.

Failure to bid all items will render the Bid insufficient and may result in the bid being rejected.

The County, by soliciting this Bid, is not guaranteeing that it will, during the contract period, order and/or purchase all or any portion of the materials included in this Bid package. The Contractor will be allowed no claim for anticipated profits, loss of profits, or for any damages of any sort because of any differences between the estimated amounts set forth in this bid package and actual amount of material ordered and delivered during the course of the contract.

## 5. BID PRICE AND TOTAL

Bids will be evaluated on unit & extended price as well as compliance with written directions and completeness of bidder's response.

The specific bid price for the materials and/or services to be rendered pursuant to the Agreement for which this bid is made are set forth in Sections 11 and 12.

6. INQUIRIES

Up to one week prior to the submission deadline, Bidder may submit specific questions about this request for bids in writing or e-mail to:

Cap Aubrey  
Inyo County Public Works  
PO Drawer Q  
168 N. Edwards Street  
Independence, CA 93526  
**faubrey@inyocounty.us**

ADDENDA:

The Bidder acknowledges receipt of the following Addenda and has provided for all Addenda changes in this Bid: (Fill in Addendum numbers and dates Addenda have been received. If none have been received enter "NONE".)

**WARNING: IF AN ADDENDUM OR ADDENDA HAVE BEEN ISSUED BY THE COUNTY AND NOT NOTED ABOVE AS BEING RECEIVED BY THE BIDDER, THIS BID MAY BE REJECTED.**

**IMPORTANT NOTICE:** If Bidder or other interested person is a corporation, state legal name of corporation, and also the names of the president, secretary, treasurer and chief executive officer/manager thereof. If Bidder is a partnership, joint venture, limited liability company, or other business entity, state the true name of the firm, and also the names of all partners, joint ventures, managing members or other entities or parties having authority to act on behalf of the entity, such as officers, owners or directors. If Bidder or other interested person is an individual, state your first, middle and last names in full.

Bidder provides the following information concerning Bidder's business:

Bidder's Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_ Zip \_\_\_\_\_

(The above address will be used to send notice of acceptance or request for additional information.)

Telephone \_\_\_\_\_ Email: \_\_\_\_\_

Federal I.D. No. \_\_\_\_\_

Type of Business (check one):

Individual ( ), Partnership ( ), Joint Venture ( ), Corporation ( ), Limited Liability Company ( ), Other Specify:

\_\_\_\_\_

Owners, Officers, Partners, Managing Members or other Authorized Representatives:

THE UNDERSIGNED HEREBY DECLARES UNDER PENALTY OF PERJURY  
ACCORDING TO THE LAWS OF THE STATE OF CALIFORNIA, THAT THEY ARE THE  
INDIVIDUAL, MANAGING PARTNER, CORPORATE OFFICER, MANAGING MEMBER  
OR OTHER REPRESENTATIVE, DULY AUTHORIZED BY LAW TO MAKE THIS BID ON  
BEHALF OF BIDDER ACCORDING TO ALL OF THE TERMS AND CONDITIONS SET  
FORTH OR REFERENCED HEREIN.

(Signature of Authorized Person) \_\_\_\_\_

(Printed Name) \_\_\_\_\_

(Title) \_\_\_\_\_

(Date) \_\_\_\_\_

9. EXECUTION AND AGREEMENT

The undersigned Bidder hereby declares and agrees that:

(a) \_\_\_\_\_ (Name of Bidder or Bidder's Representative) has carefully examined the Contract and other portions of this Bid package and submits this Bid in accordance therewith.

(b) That if this Bid is accepted, the Bidder will enter into a written Contract with the County of Inyo, State of California.

(c) That if Contract is awarded to Bidder, Bidder will accept in full, as payment for the materials and/or services to be furnished pursuant to said Agreement, the amounts shown on Exhibit B, Schedule of Fees, of this Bid Package. It is understood and agreed that the quantities set forth are only estimates and the unit price will apply to the actual quantities ordered, whatever they may be, if any.

(d) It is understood that no later than fifteen (15) days after award of the Contract to the Bidder, the Bidder shall return the signed Contract to the County.

\_\_\_\_\_  
Name of Bidder Date: \_\_\_\_\_

\_\_\_\_\_  
Signature Executed at: \_\_\_\_\_

\_\_\_\_\_  
Title

## 10. SCOPE OF WORK

- a) Seller shall supply such Liquefied Propane Gas (fuel) as needed at the locations listed in Section 13: Bid Price Schedule during the term of this agreement in accordance with the terms and conditions of this agreement. Notwithstanding any estimated quantities set forth in the Bid or in any other document, County shall have no obligation to accept any minimum or maximum amount of fuel from Seller. Seller shall monitor and maintain an adequate supply of fuel in the fuel tanks at the specified locations. Seller shall deliver fuel on working days between the hours of 7:30 a.m. and 4:00 p.m. unless otherwise notified in writing by County.

- b) Tank Installation, Maintenance and Rental

Seller will provide tank installation/removal at the prices specified in Section 12.

- c) Appliance Servicing

Seller will provide service, including maintenance and repair, to appliances using Liquefied Propane Gas at the locations in Bid Price Schedule. Such service will be provided by Seller in a reasonably prompt manner upon request by County. Such requests will be made by the County Director of Public Works or his/her designee. County will notify Seller in writing of the persons designated and authorized to request service under this Agreement. Seller will be compensated for providing requested servicing as set forth in Bid Price Schedule.

- d) Additional Insurance Requirements

Seller shall obtain and maintain during the term of this Agreement all Insurance as required by Exhibit C to the attached contract.

## 11. PRICING DEFINITIONS

Seller shall supply Liquefied Propane Gas upon request by County at the Contract Price, which is based upon the Bid Price submitted by Seller in the bid pursuant to which this Agreement is awarded, and which is incorporated into, and made a part of, this Agreement; the Contract Price is defined as the sum of:

- a) Base Price.

All Liquefied Propane Gas prices per gallon in Seller's bid and the agreement awarded pursuant to the bid shall be based upon the price per gallon ("Base Price") published in the Weekly Propane Newsletter as follows for Liquefied Propane Gas. BPN Weekly Propane Newsletter is to be supplied by the Seller to the County pursuant to this Agreement:

The Warren Gas Liquids – San Francisco, CA weekly price



b) Bid Price.

The Bid Price for Liquefied Propane Gas shall be the dollar amount per gallon, excluding the Base Price and all applicable taxes, at which Seller will supply and deliver the Liquefied Propane Gas in accordance with the specifications, terms, and conditions of this Agreement.

c) Compensation to Seller for Liquefied Propane Gas.

Seller shall be entitled to payment at the Contract Price per gallon only for Liquefied Propane Gas supplied and delivered pursuant to this Agreement and after submitting an itemized written invoice to County as otherwise provided in this Agreement. Contractor shall not be entitled to any other compensation, reimbursement, late fees, or other payment by County for any Liquefied Propane Gas supplied. County shall be on a 60 (sixty) day terms commercial accounts with one monthly bill, itemized per location.

d) Reimbursement to County for Remaining Liquefied Propane Gas.

The County shall be reimbursed for any product remaining in Seller owned tanks after the contract has expired. Reimbursement shall be paid at the Bid Price as indicated herein. The payment of reimbursement shall be no later than thirty (30) days from the expiration of the agreement.

## 12. OTHER CONTRACT COSTS

- a) Seller will provide service, including maintenance and repair of appliances utilizing Liquefied Propane Gas at the locations set forth in Section 13 at the following rates:

Servicing of County owned appliances: \$\_\_\_\_\_ (Labor only/per hour);

Servicing of County rental appliances: \$\_\_\_\_\_ (Labor only/per hour);

Any parts necessary to repair and maintain such appliances will be paid for by the County at Seller's ACTUAL COST.

b) Tank installation/removal \$\_\_\_\_\_ per tank.

c) Tank rental \$\_\_\_\_\_ per tank/ per month

Providing BPN Weekly Propane Newsletter for price per gallon rate \$\_\_\_\_\_ per year.

## LIQUIFIED PROPANE BID PACKAGE

### 13. BID PRICE SCHEDULE

#### COUNTY OWNED TANKS

LOCATION NUMBER	ESTIMATED QUANTITY GALLONS/YEAR	LOCATION ADDRESS	TANK SIZE	UNIT PRICE (PER GALLON)	TOTAL FOR LOCATION*
1	19000	Courthouse/ Annex Tanks 168 N. Edwards Street Independence, CA	(2) 1150 Gallon		\$
2	900	Eastern Sierra Museum 155 N. Grant Street Independence, CA	500 Gallon		\$
3	200	Search & Rescue 475 Airport Road Bishop Airport	500 Gallon		\$
4	1050	Millpond Shop Sawmill Road Bishop, CA	(2) 120 Gallon		\$
5	18000	Jail Facility 550 S. Clay Street Independence, CA	(4) 500 Gallon		\$
6	1800	Bishop Library 208 Academy Street Bishop, CA	500 Gallon		\$

# INYO COUNTY LIQUIFIED PROPANE BID PACKAGE

## **VENDOR SUPPLIED TANKS**

LOCATION NUMBER	ESTIMATED QUANTITY GALLONS/YEAR	LOCATION ADDRESS	TANK SIZE	UNIT PRICE (PER GALLON)	TOTAL FOR LOCATION*
7	1500	Independence Legion Hall 205 S. Edwards Street Independence, CA	250 Gallon		\$
8	4500	Juvenile Detention Facility 201 Mazourka Street Independence, CA	(2) 500 Gallon		\$
9	500	Building & Maintenance Shop 190 Jackson Street Independence, CA	250 Gallon		\$
10	100	Big Pine Transfer Station Transfer Station Road Big Pine, CA	120 Gallon		\$
11	4500	District 3 Road Yard 750 Clay Street Independence, CA  Steam Cleaner	(2) 500 Gallon  250 Gallon		\$
12	4000	Statham Hall-LP Senior 138 N. Jackson Street Lone Pine, CA	(2) 500 Gallon		\$
13	1000	Diaz Lake Shop Hwy 395 Lone Pine, CA	250 Gallon		\$
14	1000	Bishop Airport 703 Airport Road Bishop, CA For a total of 2 tanks a. Pump House b. Terminal Bldg, & Restaurant (2 meters)	120 Gallon  150 Gallon		\$
15	2200	Bishop Senior Center 506 Park Avenue Bishop, CA	500 Gallon		\$

## VENDOR SUPPLIED TANKS

LOCATION NUMBER	ESTIMATED QUANTITY GALLONS/YEAR	LOCATION ADDRESS	TANK SIZE	BID PRICE	TOTAL FOR LOCATION*
16	800	Agriculture Building 218 Wye Road Bishop, CA	500 Gallon		\$
17	8000	Bishop Road Shop 701 S. Main Street Bishop, CA	500 Gallon		\$
18	1000	Bishop Road Yard 3236 W. Line Street Bishop, CA	330 Gallon		\$
19	2500	Bishop Landfill Sunland Res Road Bishop, CA	500 Gallon		\$
20	2000	Big Pine Town Hall 150 Dewey Street Big Pine, CA	500 Gallon		\$
21	4000	Animal Shelter 2573 County Road Big Pine, CA	500 Gallon		\$
22	1000	Big Pine Road Yard 150 Dewey Street Big Pine, CA	250 Gallon		\$
23	1000	Lone Pine Landfill Substation Road Lone Pine, CA	250 Gallon		\$
24	500	Bishop Wellness Center 586 Central Street Bishop, CA	(2) 120 Gallon		\$
25	2000	Progress House 536 N. Second Street Bishop, CA	250 Gallon		\$
26	800	Lone Pine HHS 310-312 N. Jackson Ave. Lone Pine, CA	250 Gallon		\$
27	850	Lone Pine/ Death Valley Airport 1452 S. Main Street Lone Pine, CA	172 Gallon		\$
TOTAL ESTIMATED GALLONS: 109,635 PER YEAR FOR COUNTY OWNED & VENDOR SUPPLIED TANKS		TOTAL COSTS PER YEAR FOR ESTIMATED USAGE			\$

\*Multiply UNIT PRICE by ESTIMATED QUANTITY GALLONS/YEAR

## AGREEMENT BETWEEN COUNTY OF INYO

AND \_\_\_\_\_  
FOR THE PROVISION OF \_\_\_\_\_ SERVICES

### INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the \_\_\_\_\_ services of \_\_\_\_\_ of \_\_\_\_\_ (hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

### TERMS AND CONDITIONS

#### 1. SCOPE OF WORK.

The Contractor shall furnish to the County, upon its request, those services and work set forth in Attachment A, attached hereto and by reference incorporated herein. Requests by the County to the Contractor to perform under this Agreement will be made by \_\_\_\_\_, whose title is: \_\_\_\_\_. Requests to the Contractor for work or services to be performed under this Agreement will be based upon the County's need for such services. The County makes no guarantee or warranty, of any nature, that any minimum level or amount of services or work will be requested of the Contractor by the County under this Agreement. County by this Agreement incurs no obligation or requirement to request from Contractor the performance of any services or work at all, even if County should have some need for such services or work during the term of this Agreement.

Services and work provided by the Contractor at the County's request under this Agreement will be performed in a manner consistent with the requirements and standards established by applicable federal, state, and County laws, ordinances, regulations, and resolutions. Such laws, ordinances, regulations, and resolutions include, but are not limited to, those which are referred to in this Agreement.

#### 2. TERM.

The term of this Agreement shall be from \_\_\_\_\_ to \_\_\_\_\_ unless sooner terminated as provided below.

#### 3. CONSIDERATION.

A. Compensation. County shall pay to Contractor in accordance with the Schedule of Fees (set forth as Attachment B) for the services and work described in Attachment A which are performed by Contractor at the County's request.

B. Travel and per diem. Contractor will not be paid or reimbursed for travel expenses or per diem which Contractor incurs in providing services and work requested by County under this Agreement.

C. No additional consideration. Except as expressly provided in this Agreement, Contractor shall not be entitled to, nor receive, from County, any additional consideration, compensation, salary, wages, or other type of remuneration for services rendered under this Agreement. Specifically, Contractor shall not be entitled, by virtue of this Agreement, to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays, or other paid leaves of absence of any type or kind whatsoever.

D. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed \_\_\_\_\_ Dollars

(\$ \_\_\_\_\_) (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.

E. Billing and payment. Contractor shall submit to the County, once a month, an itemized statement of all services and work described in Attachment A, which were done at the County's request. This statement will be submitted to the County not later than the fifth (5th) day of the month. The statement to be submitted will cover the period from the first (1st) day of the preceding month through and including the last day of the preceding month. This statement will identify the date on which the services and work were performed and describe the nature of the services and work which were performed on each day. Upon timely receipt of the statement by the fifth (5th) day of the month, County shall make payment to Contractor on the last day of the month.

F. Federal and State taxes.

(1) Except as provided in subparagraph (2) below, County will not withhold any federal or state income taxes or social security from any payments made by County to Contractor under the terms and conditions of this Agreement.

(2) County will withhold California State income taxes from payments made under this Agreement to non-California resident independent contractors when it is anticipated that total annual payments to Contractor under this Agreement will exceed one thousand four hundred ninety nine dollars (\$1,499.00).

(3) Except as set forth above, County has no obligation to withhold any taxes or payments from sums paid by County to Contractor under this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Contractor. County has no responsibility or liability for payment of Contractor's taxes or assessments.

(4) The total amounts paid by County to Contractor, and taxes withheld from payments to non-California residents, if any, will be reported annually to the Internal Revenue Service and the California State Franchise Tax Board. To facilitate this reporting, Contractor shall complete and submit to the County an Internal Revenue Service (IRS) Form W-9 upon executing this Agreement.

**4. WORK SCHEDULE.**

Contractor's obligation is to perform, in a timely manner, those services and work identified in Attachment A which are requested by the County. It is understood by Contractor that the performance of these services and work will require a varied schedule. Contractor will arrange his/her own schedule, but will coordinate with County to ensure that all services and work requested by County under this Agreement will be performed within the time frame set forth by County.

**5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.**

A. Any licenses, certificates, or permits required by the federal, state, county, municipal governments, for contractor to provide the services and work described in Attachment A must be procured by Contractor and be valid at the time Contractor enters into this Agreement or as otherwise may be required. Further, during the term of this Agreement, Contractor must maintain such licenses, certificates, and permits in full force and effect. Licenses, certificates, and permits may include, but are not limited to, driver's licenses, professional licenses or certificates, and business licenses. Such licenses, certificates, and permits will be procured and maintained in force by Contractor at no expense to the County. Contractor will provide County, upon execution of this Agreement, with evidence of current and valid licenses, certificates and permits which are required to perform the services identified in Attachment A. Where there is a dispute between Contractor and County as to what licenses, certificates, and permits are required to perform the services identified in Attachment A, County reserves the right to make such determinations for purposes of this Agreement.



B. Contractor warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. Contractor also warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration available at: <http://www.sam.gov>.

## **6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ET CETERA.**

Contractor shall provide such office space, supplies, equipment, vehicles, reference materials, and telephone service as is necessary for Contractor to provide the services identified in Attachment A to this Agreement. County is not obligated to reimburse or pay Contractor, for any expense or cost incurred by Contractor in procuring or maintaining such items. Responsibility for the costs and expenses incurred by Contractor in providing and maintaining such items is the sole responsibility and obligation of Contractor.

## **7. COUNTY PROPERTY.**

A. Personal Property of County. Any personal property such as, but not limited to, protective or safety devices, badges, identification cards, keys, etc. provided to Contractor by County pursuant to this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of County. Contractor will use reasonable care to protect, safeguard and maintain such items while they are in Contractor's possession. Contractor will be financially responsible for any loss or damage to such items, partial or total, which is the result of Contractor's negligence.

B. Products of Contractor's Work and Services. Any and all compositions, publications, plans, designs, specifications, blueprints, maps, formulas, processes, photographs, slides, video tapes, computer programs, computer disks, computer tapes, memory chips, soundtracks, audio recordings, films, audio-visual presentations, exhibits, reports, studies, works of art, inventions, patents, trademarks, copyrights, or intellectual properties of any kind which are created, produced, assembled, compiled by, or are the result, product, or manifestation of, Contractor's services or work under this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of the County. At the termination of the Agreement, Contractor will convey possession and title to all such properties to County.

## **8. INSURANCE.**

For the duration of this Agreement Contractor shall procure and maintain insurance of the scope and amount specified in Attachment C and with the provisions specified in that attachment.

## **9. STATUS OF CONTRACTOR.**

All acts of Contractor, its agents, officers, and employees, relating to the performance of this Agreement, shall be performed as independent contractors, and not as agents, officers, or employees of County. Contractor, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of County. Except as expressly provided in Attachment A, Contractor has no authority or responsibility to exercise any rights or power vested in the County. No agent, officer, or employee of the Contractor is to be considered an employee of County. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or a joint venture. As an independent contractor:

A. Contractor shall determine the method, details, and means of performing the work and services to be provided by Contractor under this Agreement.

B. Contractor shall be responsible to County only for the requirements and results specified in this Agreement, and except as expressly provided in this Agreement, shall not be subjected to County's control with respect to the physical action or activities of Contractor in fulfillment of this Agreement.

C. Contractor, its agents, officers, and employees are, and at all times during the term of this Agreement shall, represent and conduct themselves as independent contractors, and not as employees of County.

**10. DEFENSE AND INDEMNIFICATION.**

Contractor shall hold harmless, defend and indemnify County and its officers, officials, employees and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with Contractor's performance of work hereunder or its failure to comply with any of its obligations contained in the agreement, except such loss or damages which was caused by the sole negligence or willful misconduct of the County.

**11. RECORDS AND AUDIT.**

A. Records. Contractor shall prepare and maintain all records required by the various provisions of this Agreement, federal, state, county, municipal, ordinances, regulations, and directions. Contractor shall maintain these records for a minimum of four (4) years from the termination or completion of this Agreement. Contractor may fulfill its obligation to maintain records as required by this paragraph by substitute photographs, microphotographs, or other authentic reproduction of such records.

B. Inspections and Audits. Any authorized representative of County shall have access to any books, documents, papers, records, including, but not limited to, financial records of Contractor, which County determines to be pertinent to this Agreement, for the purposes of making audit, evaluation, examination, excerpts, and transcripts during the period such records are to be maintained by Contractor. Further, County has the right, at all reasonable times, to audit, inspect, or otherwise evaluate the work performed or being performed under this Agreement.

**12. NONDISCRIMINATION.**

During the performance of this Agreement, Contractor, its agents, officers, and employees shall not unlawfully discriminate in violation of any federal, state, or local law, against any employee, or applicant for employment, or person receiving services under this Agreement, because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex. Contractor and its agents, officers, and employees shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), and the applicable regulations promulgated thereunder in the California Code of Regulations. Contractor shall also abide by the Federal Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto, and all administrative rules and regulations issued pursuant to said act.

**13. CANCELLATION.**

This Agreement may be canceled by County without cause, and at will, for any reason by giving to Contractor thirty (30) days written notice of such intent to cancel. Contractor may cancel this Agreement without cause, and at will, for any reason whatsoever by giving thirty (30) days written notice of such intent to cancel to County.

**14. ASSIGNMENT.**

This is an agreement for the services of Contractor. County has relied upon the skills, knowledge, experience, and training of Contractor as an inducement to enter into this Agreement. Contractor shall not assign or subcontract this Agreement, or any part of it, without the express written consent of County. Further, Contractor shall not assign any monies due or to become due under this Agreement without the prior written consent of County.



**15. DEFAULT.**

If the Contractor abandons the work, or fails to proceed with the work and services requested by County in a timely manner, or fails in any way as required to conduct the work and services as required by County, County may declare the Contractor in default and terminate this Agreement upon five (5) days written notice to Contractor. Upon such termination by default, County will pay to Contractor all amounts owing to Contractor for services and work satisfactorily performed to the date of termination.

**16. WAIVER OF DEFAULT.**

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided in paragraph twenty-two (22) below.

**17. CONFIDENTIALITY.**

Contractor further agrees to comply with the various provisions of the federal, state, and county laws, regulations, and ordinances providing that information and records kept, maintained, or accessible by Contractor in the course of providing services and work under this Agreement, shall be privileged, restricted, or confidential. Contractor agrees to keep confidential all such information and records. Disclosure of such confidential, privileged, or protected information shall be made by Contractor only with the express written consent of the County. Any disclosure of confidential information by Contractor without the County's written consent is solely and exclusively the legal responsibility of Contractor in all respects.

Notwithstanding anything in the Agreement to the contrary, names of persons receiving public social services are confidential and are to be protected from unauthorized disclosure in accordance with Title 45, Code of Federal Regulations Section 205.50, the Health Insurance Portability and Accountability Act of 1996, and Sections 10850 and 14100.2 of the Welfare and Institutions Code, and regulations adopted pursuant thereto. For the purpose of this Agreement, all information, records, and data elements pertaining to beneficiaries shall be protected by the provider from unauthorized disclosure.

**18. CONFLICTS.**

Contractor agrees that it has no interest, and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the work and services under this Agreement.

**19. POST AGREEMENT COVENANT.**

Contractor agrees not to use any confidential, protected, or privileged information which is gained from the County in the course of providing services and work under this Agreement, for any personal benefit, gain, or enhancement. Further, Contractor agrees for a period of two years after the termination of this Agreement, not to seek or accept any employment with any entity, association, corporation, or person who, during the term of this Agreement, has had an adverse or conflicting interest with the County, or who has been an adverse party in litigation with the County, and concerning such, Contractor by virtue of this Agreement has gained access to the County's confidential, privileged, protected, or proprietary information.

**20. SEVERABILITY.**

If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction, or if it is found in contravention of any federal, state, or county statute, ordinance, or regulation, the remaining provisions of this Agreement, or the application thereof, shall not be invalidated thereby, and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

**21. FUNDING LIMITATION.**

The ability of County to enter this Agreement is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources, County has the option to cancel, reduce, or modify this Agreement, or any of its terms within ten (10) days of its notifying Contractor of the cancellation, reduction, or modification of available funding. Any reduction or modification of this Agreement made pursuant to this provision must comply with the requirements of paragraph twenty-two (22) (Amendment).

**22. AMENDMENT.**

This Agreement may be modified, amended, changed, added to, or subtracted from, by the mutual consent of the parties hereto, if such amendment or change is in written form and executed with the same formalities as this Agreement, and attached to the original Agreement to maintain continuity.

**23. NOTICE.**

Any notice, communication, amendments, additions, or deletions to this Agreement, including change of address of either party during the terms of this Agreement, which Contractor or County shall be required, or may desire, to make, shall be in writing and may be personally served, or sent by prepaid first class mail to, the respective parties as follows:

County of Inyo	
_____	Department
_____	Address
_____	City and State
Contractor:	
_____	Name
_____	Address
_____	City and State

**24. ENTIRE AGREEMENT.**

This Agreement contains the entire agreement of the parties, and no representations, inducements, promises, or agreements otherwise between the parties not embodied herein or incorporated herein by reference, shall be of any force or effect. Further, no term or provision hereof may be changed, waived, discharged, or terminated, unless the same be in writing executed by the parties hereto.

////

////

**AGREEMENT BETWEEN COUNTY OF INYO**  
**AND \_\_\_\_\_**  
**FOR THE PROVISION OF \_\_\_\_\_ SERVICES**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS  
THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_

**COUNTY OF INYO**

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print or Type Name

Dated: \_\_\_\_\_

**CONTRACTOR**

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print or Type Name

Dated: \_\_\_\_\_

APPROVED AS TO FORM AND LEGALITY:

County Counsel

\_\_\_\_\_

APPROVED AS TO ACCOUNTING FORM:

\_\_\_\_\_  
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

\_\_\_\_\_  
Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

\_\_\_\_\_  
County Risk Manager

**ATTACHMENT A**

**AGREEMENT BETWEEN COUNTY OF INYO**  
**AND \_\_\_\_\_**  
**FOR THE PROVISION OF \_\_\_\_\_ SERVICES**

**TERM:**

**FROM: \_\_\_\_\_ TO: \_\_\_\_\_**

**SCOPE OF WORK:**

**ATTACHMENT B**

**AGREEMENT BETWEEN COUNTY OF INYO**

**AND** \_\_\_\_\_  
**FOR THE PROVISION OF** \_\_\_\_\_ **SERVICES**

**TERM:**

**FROM:** \_\_\_\_\_ **TO:** \_\_\_\_\_

**SCHEDULE OF FEES:**

**ATTACHMENT C**

**AGREEMENT BETWEEN COUNTY OF INYO**

**AND \_\_\_\_\_**  
**FOR THE PROVISION OF \_\_\_\_\_ SERVICES**

**TERM:**

**FROM: \_\_\_\_\_ TO: \_\_\_\_\_**

**SEE ATTACHED INSURANCE PROVISIONS**

## **Attachment: 2024 Insurance Requirements for Transportation (only) Services**

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, their agents, representatives, or employees, or subcontractors.

### **MINIMUM SCOPE AND LIMIT OF INSURANCE**

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 05 09 or 25 04 05 09) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering any auto (Code 1), or if Contractor has no owned autos, covering hired (Code 8) and non-owned autos (Code 9), with limit no less than **\$5,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation** insurance as required by the State of California, with **Statutory Limits**, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.
4. **Abuse/Molestation Liability** (Sexual assault and misconduct): If the CGL policy referenced above is not endorsed to include affirmative coverage for sexual abuse or molestation, Contractor shall obtain and maintain a policy covering Sexual Abuse and Molestation with a limit no less than **\$1,000,000** per occurrence. (Provision waived if contract excludes transport of minors, this is persons under the age of 18 years, or other vulnerable populations.)
5. **Professional Liability** with Medical Malpractice Errors & Omissions, with limit no less than **\$3,000,000** per occurrence or claim. (Applies to ambulance and related services.)
6. **Animal Liability**, with limit no less than **\$1,000,000** per occurrence or claim. (Applies to transport of live animals.)
7. **Contractor's Pollution Legal Liability** and/or **Asbestos Legal Liability** and/or **Errors and Omissions** applicable to the work being performed, with limits no less than **\$2,000,000** per occurrence or claim, **\$2,000,000** aggregate per policy period of one year. (Applies if transporting hazmat)

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, Inyo County requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor.

### **OTHER INSURANCE PROVISIONS**

The insurance policies are to contain, or be endorsed to contain, the following provisions:

**Additional Insured Status:** Inyo County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy, and SAM policy if SAM applies, with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG

## **Attachment: 2024 Insurance Requirements for Transportation (only) Services**

20 10 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

**Primary Coverage:** For any claims related to this contract, the **Contractor's insurance coverage shall be primary and non-contributory** and at least as broad as ISO CG 20 01 04 13 as respects Inyo County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by Inyo County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

**Umbrella or Excess Policy:** The Contractor may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General liability insurance.

**Notice of Cancellation:** Each insurance policy required above shall state that coverage shall not be canceled, except with notice to Inyo County.

**Waiver of Subrogation:** Contractor hereby grants to Inyo County a waiver of any right to subrogation which any insurer of said Contractor may acquire against Inyo County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not Inyo County has received a waiver of subrogation endorsement from the insurer.

**Self-Insured Retentions:** Self-insured retentions must be declared to and approved by Inyo County. Inyo County may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Inyo County. The CGL and any policies, including Excess liability policies, may not be subject to a self-insured retention (SIR) or deductible that exceeds \$25,000 unless approved in writing by Inyo County.

**Acceptability of Insurers:** Insurance is to be placed with insurers authorized to conduct business in California with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to Inyo County.

**Claims Made Policies:** If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

**Verification of Coverage:** Contractor shall furnish Inyo County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. **All certificates and endorsements and copies of all Declarations and Endorsements pages are to be received and approved by Inyo County before work commences.** However, failure to obtain the required



## **Attachment: 2024 Insurance Requirements for Transportation (only) Services**

documents prior to the work beginning shall not waive the Contractor's obligation to provide them. Inyo County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

***Special Risks or Circumstances:*** Inyo County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

-end-