

County of Inyo
Public Works Department

REQUEST FOR PROPOSALS



For

Trash Disposal Services for
Inyo County Buildings and Facilities, and
Portable Toilet Services

Deadline for Submissions: November 7, 2016 , 5:00 P.M.

County of Inyo
Public Works Department
P.O. Drawer Q, 168 N. Edwards St.
Independence, Ca 93526

Introduction

The County of Inyo, through its Public Works Department, seeks to obtain an independent contractor with expertise in waste management, implementation of recycling and trash services countywide for facilities.

Setting

Inyo County is located near the center of California (from north to south) and adjacent to the eastern edge of California. The western edge of the County is the crest of the Sierra Nevada mountain range and the east edge is the State of Nevada. Inyo County is a large, rural county. The County is the second largest county in California, comprising more than 10,142 square miles. The County has a wide range of topography, including the highest point in the contiguous United States (Mt. Whitney at 14,505 feet above sea level) and the lowest point in the western hemisphere (Badwater Basin in Death Valley at 282 feet below sea level).

The 2010 census estimated the population of Inyo County to be 18,546 people. The County has very slow growth rates largely due to a lack of privately owned land. Only about 1.7% of the County is in private ownership. The remaining 98.3% is owned by the National Park Service, Forest Service, Bureau of Land Management, Department of Defense, City of Los Angeles, or the State of California. The 1980 census estimate for Inyo County was 17,895.

Scope of Work

The County of Inyo (County) will be accepting proposals for providing Trash Disposal Services at Inyo County Facilities, and Portable Toilet Services for a three (3) year period at thirty-six (36) County of Inyo facilities located in the City of Bishop and the towns of Big Pine, Independence, and Lone Pine. For particulars regarding facility locations, required size of trash receptacle and frequency of pick-up, please refer to attached "Exhibit A – Scope of Work" and three (3) portable toilets one each located in the Airports of Bishop, Independence, and Lone Pine. Proposals must be received on or before 5:00 p.m. November 7, 2016, addressed to the Department of Public Works, Drawer Q, Independence, California 93526. The envelope must be labeled: "**Proposal – Trash Disposal Service Inyo County Facilities and Portable Toilet Services.**" The company name and address (not handwritten) of respondent/proposer must appear on the envelope when returning/submitting the proposal. Envelopes without a return address will be disposed of without being opened.

The County may select one contractor for all service elements (standard trash removal, recycling, and portable toilet elements) or one contractor for each service element when in the best interest of the County for service management and cost savings.

RESPONSE TO THIS RFP

Responses to this RFP must contain the items listed below. Any proposal that does not include all of the requested information may be considered as non-responsive and may not be considered. The consultant/contractor shall submit five (5) bound copies of the proposal. One of the copies shall be marked original and be signed by a representative of the vendor's organization who has been granted the authority to offer the proposal. The proposal shall not exceed thirty (30) pages. Additionally, the consultant/contractor is encouraged to include examples of similar services as

attachment(s). The work examples can be provided either as hard copies or as a CD or DVD with a PDF version of the document. The contractor's response to this RFP must contain the following:

1. A completed "Exhibit A – Scope of Work" indicating the **Monthly Price** and **Annual Price** for each location, receptacle size, and pick up frequency as noted and, a summed **Total of all Annual Prices**; and
2. A "Recycling Element" containing a **Monthly Price** and a summed **Total of all Monthly Prices** for providing recycling containers and recyclable material removal at all County locations noted in the attached "Exhibit A – Scope of Work." Materials to be accepted in recycling containers shall consist of: Mixed Paper (office paper, newspaper, magazines, junk mail), Glass, Plastic, Aluminum, Metal/Tin Cans, Cardboard, Printer Cartridges (ink jet & laser), and Household Batteries. Please note the type and size of recycling container and frequency of removal. Respondent shall indicate if price for Recycling Element is dependent on being awarded the standard waste contract or if Recycling Element price shall be honored independently; and
3. A "Portable Toilet Service Element" containing a **Monthly Price** and **Annual Price**, a summed **Total of all Monthly Prices** and **Annual Price** for portable toilets and service provided at all County locations noted in the attached "Exhibit A – Scope of Work." The type of portable toilet will be determined prior to entering the contract. Respondent shall indicate if price for Portable Toilet Service Element is dependent on being awarded the standard waste contract or if Toilet Service Element price shall be honored independently; and
4. A listing of all subcontractors that will be involved in providing the services contained in the submitted Proposal; and
5. Additional cost saving recommendation(s), if any, provided at no additional cost to the County (provide a brief description on separate sheet of paper.)

Contracting Preferences For Local and Small Businesses

There is a contracting preference of 5% for small business enterprises or 8% for local businesses available for this Request for Proposals. To be eligible for a preference, a small business enterprise must submit proof of certification from the State of California or the Small Business Administration as a small business. A local business must provide documentation that it is a local business as defined by Inyo County Code § 6.06.020(B) with its Proposal submittal. Please refer to the County website home page at <http://www.inyocounty.us/> for a copy of the Local Business Verification Form.

Contract

The successful consultant will be required to enter into an agreement with the County involving Inyo County Standard Contract No. 113. The contract will specify the scope of service, schedule of work and a mutually agreed upon schedule of payment.

A copy of Inyo County Standard Contract No. 113 is attached. All respondents are encouraged to review the contract and verify they can satisfy all requirements contained therein. Any concerns with the contract or any of its terms or requirements should be addressed in the submitted Proposal.

Evaluation Criteria/Selection Process

A selection committee composed of members of the Inyo County Public Works Department will evaluate all submitted proposals. The information provided in the proposal will be the basis for recommending a Contract Award to the Board of Supervisors at a regularly scheduled meeting. The following table describes how proposal items will be scored with the highest point total (after applying a Contracting Preference Section of this RFP) being the basis for the committee determining the award:

| | |
|---|---------------------|
| 1. Submittal of a completed Exhibit A – Scope of Work. | Pass/Fail |
| 2. Lowest responsible price received for “Total of all Monthly Prices.” | 50 pts |
| 3. Recycling Element (RE): Lowest responsible price received for total all of Monthly Recycling Prices if quote is standalone (SA) can be awarded up to 20 points. Materials to be accepted in recycling containers shall consist of: Mixed Paper (office paper, newspaper, magazines, junk mail), Glass, Plastic, Aluminum, Metal/Tin Cans, Cardboard, Printer Cartridges (ink jet & laser), and Household Batteries. Note the type and size of recycling container, and frequency of removal. | 20 pts SA 10 pts |
| 4. Portable Toilet Element (PT): Lowest responsible price received for Monthly PT Prices if the quote is standalone (SA) can be awarded up to 15 points. Note the type of Portable Toilet, and frequency of pumping service. | 15 pts SA 7 pts |
| 5. Additional cost saving recommendation(s) included with this Proposal (provide a brief detailed listing on separate sheet of paper.) | 10 pts |
| 6. Company’s ability to enter into Inyo County Standard Contract No. 113 (please submit any and all exceptions taken to this Contract.) | 5 pts |
| TOTAL: | 100 / 82 pts |

The County may select one contractor for all service elements (standard trash removal, recycling, and portable toilet elements) or one contractor for each service element when in the best interest of the County for service management and cost savings.

Inquires

Direct questions to: Ryan Standridge, Office Tech II, Inyo County Building and Maintenance, at telephone number (760) 878-0215 or e-mail rsmith@inyocounty.us. All requests for information must be in writing and will be posted on the responses will be posted on the County website.

Qualified individuals and firms wishing to submit proposals shall send them to:

Ryan Standridge
 Inyo County Public Works Department
 P.O. Drawer Q
 168 N. Edwards Street
 Independence, CA 93526

DEADLINE: To be considered, five (5) copies of the Proposal must be received at the above address by 5:00 p.m. on November 7, 2016, postmarks and facsimiles are not acceptable.

RFP Protest

In the event a dispute arises concerning the request for proposal process prior to the award of the contract, the party wishing resolution of the dispute shall submit an appeal request in writing to the County Director of Purchasing. Bidder may appeal the recommended award or denial of award, provided the following stipulations are met:

Only a bidder who has actually submitted a Proposal is eligible to submit an appeal request/protest against another bidder. Subcontractors are not eligible to submit bid protests. A bidder may not rely on the bid protest submitted by another bidder, but must timely pursue its own protest.

Appeal must be in writing. The appeal must contain a complete statement of the basis for the protest and all supporting documentation. Materials submitted after the Protest Deadline will not be considered. The protest must refer to the specific portion or portions of the Contract Documents upon which the protest is based. The protest must include the name, address and telephone number of the person representing the protesting bidder if different from the protesting bidder.

A copy of the protest and all supporting documents must also be transmitted by fax or by e-mail, by or before the Protest Deadline, to the protested bidder and any other bidder who has a reasonable prospect of receiving an award depending upon the outcome of the protest.

Must be submitted within ten (10) calendar days of the date of the recommended award or denial of award letters.

An appeal of a denial of award can only be brought on the following grounds:

Failure to follow the selection procedures and adhere to requirements specified in the Bid Package or any addenda or amendments.

There has been a violation of conflict of interest as provided by California Government Code Section 87100 et seq.

A violation of State or Federal Law.

Appeals will not be accepted for any other reasons than those stated above. All appeals must be sent to:

Kevin Carunchio, Director
County of Inyo
Purchasing Department
224 N. Edwards St.
Independence, CA 93526

County's Purchasing Director shall make a decision concerning the appeal, and notify the Proposer making the appeal, within a reasonable time frame prior to the tentatively scheduled date for awarding the contract. The decision of County's Purchasing Director shall be deemed final.



Clint Quilter
Inyo County Public Works Director
Date: October 24, 2016

Exhibit A – Scope of Work

(5 pages)

**EXHIBIT A
(SCOPE OF WORK)**

| TRASH SERVICE | | | | | | RECYCLING SERVICE | | |
|---|-----------------------------------|----------|-----------|---------------|--------------|-------------------|-----------|---------------|
| Location (Bishop Area) | Dumpster | Quantity | Frequency | Monthly Price | Annual Price | Size/Quantity | Frequency | Monthly Price |
| Bishop Library 210 Academy | 3 CY | 1 | 1/week | \$ _____ | \$ _____ | No | - | |
| County Services Building 207 West South Street | 3 CY (locking) | 1 | 1/week | \$ _____ | \$ _____ | 68 Gal. (1) | 1/mo. | \$ _____ |
| Airport Terminal 703 North Airport Road | 3 CY | 1 | 1/week | \$ _____ | \$ _____ | 68 Gal. (1) | 1/mo. | \$ _____ |
| • ESTA Parking Lot | 2 CY | 1 | 1/week | \$ _____ | \$ _____ | | | |
| Health and Human Services 162 Grove Street | 3 CY (locking) | 1 | 1/week | \$ _____ | \$ _____ | 68 Gal. (2) | 2/mo. | \$ _____ |
| Clark Wing 301 West Line Street | 3 CY | 1 | 1/week | \$ _____ | \$ _____ | No | - | |
| WIC 568 West Line Street | (1) - 100 gallon. rolling cart | 1 | 1/week | \$ _____ | \$ _____ | No | - | |
| Bishop Senior Center 506 Park Avenue | 3 CY | 1 | 2/week | \$ _____ | \$ _____ | 68 Gal. (1) | 2/mo. | \$ _____ |
| Bishop Administration 163 May Street | 3 CY (locking) | 1 | 1/week | \$ _____ | \$ _____ | No | - | |
| Agriculture Storage Bldg 218 Wye Road | 96 gallon rolling cart | 1 | 1/week | \$ _____ | \$ _____ | No | - | |
| Family Support Services 230 West Line Street | 96 gallon rolling cart | 1 | 1/week | \$ _____ | \$ _____ | No | - | |
| Wellness Building 586 Central Street | 96 gallon rolling cart | 1 | 1/week | \$ _____ | \$ _____ | No | - | |
| Search and Rescue Airport Road | 96 gallon rolling cart | 1 | 1/week | \$ _____ | \$ _____ | No | - | |
| One Stop/Probation 912 North Main Street | 3 CY | 1 | 1/week | \$ _____ | \$ _____ | 68 Gal. (1) | 2/mo. | \$ _____ |
| Progress House 536 North Second Street | 3 CY | 1 | 1/week | \$ _____ | \$ _____ | No | - | |

**EXHIBIT A
(SCOPE OF WORK)**

| TRASH SERVICE | | | | | RECYCLING SERVICE | | | |
|--|---------------------------|----------|-----------|---------------|-------------------|-------------------------|-----------|---------------|
| Location (Big Pine Area) | Size of Dumpster | Quantity | Frequency | Monthly Price | Annual Price | Container Size/Quantity | Frequency | Monthly Price |
| Bishop District 1 & 2 (Road) 3236 West Line Street | 3 CY | 1 | 1/week | \$ _____ | \$ _____ | No | - | |
| Bishop Road Shop 701 South Main Street | 3 CY | 1 | 1/week | \$ _____ | \$ _____ | No | - | |
| Big Pine District 3 (Road) 160 Dewey Street | 3 CY | 1 | 1/week | \$ _____ | \$ _____ | No | - | |
| Big Pine Town Hall 180 Dewey Street | 3 CY (locking) | 1 | 1/week | \$\$ _____ | \$ _____ | No | - | |
| Animal Shelter 1001 County Road | 3 CY | 1 | 1/week | \$ _____ | \$ _____ | No | - | |
| Location (Indepen. Area) | Size of Dumpster | Quantity | Frequency | Monthly Price | Annual Price | Container Size/Quantity | Frequency | Monthly Price |
| Courthouse Complex / Annex Building 168 North Edwards Street | 3 CY | 2 | 1/week | \$ _____ | \$ _____ | 3 CY Cardbrd.(1) | 1/week | \$ _____ |
| | | | | | | 68 Gal. (2) | 1/mo. | \$ _____ |
| Independence Legion Hall 201 South Edwards Street | 3 CY | 1 | 1/week | \$ _____ | \$ _____ | No | - | |
| Eastern California Museum 155 North Grant Street | 96 gallon rolling cart | 2 | 1/week | \$ _____ | \$ _____ | 68 Gal. (1) | 1/mo. | \$ _____ |
| Jail and Sheriff Admin. 550 South Clay Street | 3 CY | 4 | 2/week | \$ _____ | \$ _____ | No | - | |
| Juvenile Detention Facility 201 Mazourka Canyon Road | 3 CY | 2 | 1/week | \$ _____ | \$ _____ | No | - | |
| Building and Maint. Shop 136 South Jackson Street | 3 CY | 1 | 1/week | \$ _____ | \$ _____ | No | - | |
| Water Department 135 South Jackson | 3 CY | 1 | 1/week | \$ _____ | \$ _____ | No | - | |
| Independence Administration 224 North Edwards Street | 96 gallon rolling cart | 1 | 1/week | \$ _____ | \$ _____ | 68 Gal. (1) | 1/mo. | \$ _____ |

WASTE DISPOSAL SERVICES: January 1, 2017 – December 31, 2020

Mazourka Road Shop 3 CY 1 1/week \$ _____ \$ _____ 68 Gal. (1) 1/mo. \$ _____
 750 South Clay Street

**EXHIBIT A
 (SCOPE OF WORK)**

TRASH SERVICE

RECYCLING SERVICE

Independence Airport 3 CY 1 1/week \$ _____
 800 N. Edwards Street

68 Gal. (1) 1/month \$ _____

| Location (Lone Pine Area) | Size of Dumpster | Quantity | Frequency | Monthly Price | Annual Price | Container Size/Quantity | Frequency | Monthly Price |
|---------------------------|------------------|----------|-----------|---------------|--------------|-------------------------|-----------|---------------|
|---------------------------|------------------|----------|-----------|---------------|--------------|-------------------------|-----------|---------------|

| | | | | | | | | |
|--|------|---|--------|----------|----------|-------------|-------|----------|
| Health and Human Services 380 North Mount Whitney | 3 CY | 1 | 1/week | \$ _____ | \$ _____ | 68 Gal. (1) | 1/mo. | \$ _____ |
|--|------|---|--------|----------|----------|-------------|-------|----------|

| | | | | | | | | |
|--------------------------------------|------------------------|---|--------|----------|----------|----|---|--|
| Lone Pine Library 210 Bush Street | 96 gallon rolling cart | 1 | 1/week | \$ _____ | \$ _____ | No | - | |
|--------------------------------------|------------------------|---|--------|----------|----------|----|---|--|

| | | | | | | | | |
|--|------------------------|---|--------|----------|----------|----|---|--|
| Community Mental Health 210 Bush Street | 96 gallon rolling cart | 1 | 1/week | \$ _____ | \$ _____ | No | - | |
|--|------------------------|---|--------|----------|----------|----|---|--|

| | | | | | | | | |
|------------------------------------|------|---|--------|----------|----------|----|---|--|
| Statham Hall 183 Jackson Street | 3 CY | 1 | 1/week | \$ _____ | \$ _____ | No | - | |
|------------------------------------|------|---|--------|----------|----------|----|---|--|

| | | | | | | | | |
|---|------|---|--------|----------|----------|----|---|--|
| Lone Pine Road Shop 160 North Lone Pine Avenue | 3 CY | 1 | 1/week | \$ _____ | \$ _____ | No | - | |
|---|------|---|--------|----------|----------|----|---|--|

| | | | | | | | | |
|--|------|---|--------|----------|----------|-------------|-------|----------|
| Lone Pine Sheriff Sub Station 726 North Main Street | 3 CY | 1 | 1/week | \$ _____ | \$ _____ | 68 Gal. (1) | 1/mo. | \$ _____ |
|--|------|---|--------|----------|----------|-------------|-------|----------|

| | | | | | | | | |
|--|-----|---|--------|----------|----------|----|---|--|
| Lone Pine Airport 1452 S. Main Street | 3CY | 1 | 1/week | \$ _____ | \$ _____ | No | - | |
|--|-----|---|--------|----------|----------|----|---|--|

**TOTAL MONTHLY TRASH SERVICE PRICE
 (ALL LOCATIONS):**

**TOTAL ANNUAL TRASH
 SERVICE PRICE**

**TOTAL MONTHLY PRICE
 (RECYCLING):**

\$ _____

\$ _____

\$ _____

Company Name

Representative Name

Company Telephone

Representative Signature

Date

PORTABLE TOILET SERVICE

| Location (Bishop Area) | Type of Toilet | Available | Quantity | Service Frequency | Monthly Price | Annual Price |
|---|---------------------------------|-----------|----------|-------------------|---------------|--------------|
| Option A Bishop Airport Tarmac 703 North Airport Road | Portable W/Sanitizer | _____ | 1 | 2/mo. | \$ _____ | \$ _____ |
| Option B Bishop Airport Tarmac 703 North Airport Road | Flush Portable | _____ | 1 | 2/mo. | \$ _____ | \$ _____ |
| Option C Bishop Airport Tarmac 703 North Airport Road | Portable Handicap-Accessible | _____ | 1 | 2/mo. | \$ _____ | \$ _____ |

| Location (Independence Area) | Type of Toilet | Available | Quantity | Service Frequency | Monthly Price | Annual Price |
|---|---------------------------------|-----------|----------|-------------------|---------------|--------------|
| Option A Independence Airport Tarmac 703 North Airport Road | Portable W/Sanitizer | _____ | 1 | 2/mo. | \$ _____ | \$ _____ |
| Option B Independence Airport Tarmac 703 North Airport Road | Flush Portable | _____ | 1 | 2/mo. | \$ _____ | \$ _____ |
| Option C Independence Airport Tarmac 703 North Airport Road | Portable Handicap-Accessible | _____ | 1 | 2/mo. | \$ _____ | \$ _____ |

| Location (Lone Pine) | Type of Toilet | Available | Quantity | Service Frequency | Monthly Price | Annual Price |
|---|---------------------------------|-----------|----------|-------------------|---------------|--------------|
| Option A Lone Pine Airport Tarmac 1452 S. Main Street | Portable W/Sanitizer | _____ | 1 | 2/mo. | \$ _____ | \$ _____ |
| Option B Lone Pine Airport Tarmac 1452 S. Main Street | Flush Portable | _____ | 1 | 2/mo. | \$ _____ | \$ _____ |
| Option C Lone Pine Airport Tarmac 1452 S. Main Street | Portable Handicap-Accessible | _____ | 1 | 2/mo. | \$ _____ | \$ _____ |

Charge for an additional pump service over the RFP requested servicing amount \$ _____

TOTAL MONTHLY PORTABLE TOILET SERVICE PRICE \$ _____
TOTAL ANNUAL PORTABLE TOILET SERVICE PRICE \$ _____

Company Name

Company Telephone

Representative Name

Representative Signature

Date

Exhibit B

(County of Inyo Standard Contract No. 113)

AGREEMENT BETWEEN COUNTY OF INYO
AND _____
FOR THE PROVISION OF _____ SERVICES

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") has 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, those services and work set forth in Attachment A, attached hereto and by reference incorporated herein.

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 the sum total of _____ Dollars and _____ cents (\$ _____) for performance of all of the services and completion of all of the work described in Attachment A.

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 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 all services and work to be 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, upon completion of all services and work set forth in Attachment A, an itemized statement of all services and work performed by Contractor pursuant to this Agreement. This statement will identify the date on which the services were performed and describe the nature of the services and work which was performed on each day. Upon 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. 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, or 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, ETC.

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. WORKERS' COMPENSATION.

Contractor shall provide Statutory California Worker's Compensation coverage and Employer's Liability coverage for not less than \$1,000,000 per occurrence for all employees engaged in services or operations under this Agreement. The County of Inyo, its agents, officers and employees shall be named as additional insured or a waiver of subrogation shall be provided.

9. INSURANCE.

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

10. 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 County is to be considered an employee of Contractor. 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.

11. DEFENSE AND INDEMNIFICATION.

Contractor shall defend, indemnify, and hold harmless County, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, resulting from, or in connection with, the performance of this Agreement by Contractor, or Contractor's agents, officers, or employees. Contractor's obligation to defend, indemnify, and hold the County, its agents, officers, and employees harmless applies to any actual or alleged personal injury, death, or damage or destruction to tangible or intangible property, including the loss of use. Contractor's obligation under this paragraph extends to any claim, damage, loss, liability, expense, or other costs which is caused in whole or in part by any act or omission of the Contractor, its agents, employees, supplier, or any one directly or indirectly employed by any of them, or anyone for whose acts or omissions any of them may be liable.

Contractor's obligation to defend, indemnify, and hold the County, its agents, officers, and employees harmless under the provisions of this paragraph is not limited to, or restricted by, any requirement in this Agreement for Contractor to procure and maintain a policy of insurance.

To the extent permitted by law, County shall defend, indemnify, and hold harmless Contractor, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, or resulting from, the active negligence, or wrongful acts of County, its officers, or employees.

12. RECORDS AND AUDIT.

A. Records. Contractor shall prepare and maintain all records required by the various provisions of this Agreement, federal, state, and municipal law, 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.

13. 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.

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-three (23) 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 _____, _____.

COUNTY OF INYO

CONTRACTOR

By: _____
Dated: _____

By: _____
Signature

Type or Print 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: _____

SEE ATTACHED INSURANCE PROVISIONS