

**COUNTY OF INYO**  
**REQUEST FOR PROPOSALS**



To complete two Triennial Performance Audits of 1) the Inyo County Local Transportation Commission, 2) the Eastern Sierra Transit Authority, and 3) the Eastern Sierra Area Agency on Aging

Deadline for Submission: November 30, 2015

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

# REQUEST FOR PROPOSALS

## **INTRODUCTION**

The Inyo County Local Transportation Commission (ICLTC) is the Regional Transportation Planning Agency (RTPA) for Inyo County. On behalf of the ICLTC, the County of Inyo (Inyo County), through its Public Works Department, seeks to obtain an independent contractor/consultant with expertise in RTPAs, transportation planning, transit planning, and the Transportation Development Act to complete 1) two Triennial Performance Audits of the ICLTC, the first covering the three year period starting on July 1, 2012 and ending on June 30, 2015 and the second covering the three-year period starting on July 1, 2015 and ending on June 30, 2018; 2) two Triennial Performance Audits of the Eastern Sierra Area Agency on Aging (ESAAA), the first covering the three year period starting on July 1, 2012 and ending on June 30, 2015 and the second covering the three-year period starting on July 1, 2015 and ending June 30, 2018; and 3) two Triennial Performance Audits of the Eastern Sierra Transit Authority (ESTA), the first starting on July 1, 2013 and ending on June 30, 2016 and the second starting on July 1, 2016 and ending on June 30, 2019.

The ICLTC has allocated TDA revenues to ESAAA as a human services transit agency since ESAAA's creation in 2012. This will be the first three-year performance audits to be completed for ESAAA.

ESTA is the public transportation operator in Inyo and Mono Counties and receives Transportation Development Act (TDA) funding from both the ICLTC and the Mono County Local Transportation Commission (MCLTC). The audits will cover the entirety of the ESTA service area. The MCLTC will cover half of the cost of ESTA's audits.

## **SETTING**

Inyo County is located near the center of California (from north to south). The western edge of the county is the crest of the Sierra Nevada and the east edge is the State of Nevada. Inyo County is a large, rural county. Most of the population of the county is located close to U.S. Highway 395 in the Owens Valley.

## **ICLTC**

The ICLTC was established pursuant to State Government Code Section 29535 on July 12, 1972, by resolutions of the Inyo County Board of Supervisors and the Bishop City Council. This entity was then designated as the transportation planning agency for Inyo County by the State Secretary of the Business, Transportation and Housing Agency.

The ICLTC is authorized to act as the lead transportation planning and administrative agency for transportation projects and programs in Inyo County. It is intended that the coordinated efforts of City, County and State level representatives and their technical staff, through the ICLTC, will implement appropriate solutions to address overall County transportation needs. The primary duties of the ICLTC consist of the following:

1. Administration of Transportation Development Act (TDA) funds.
2. Development and implementation of the Inyo County Regional Transportation Plan (RTP).
3. Preparation and implementation of the annual Overall Work Program (OWP).
4. Review and comment on the State Transportation Improvement Program (STIP).
5. The ICLTC is responsible for the preparation of the Regional Transportation Improvement Program (RTIP), in collaboration with Caltrans, and submitted for adoption by the California Transportation Commission (CTC).
6. Review and prioritize grant applications for various funding programs.

The ICLTC membership consists of three representatives appointed by the Inyo County Board of Supervisors and three representatives appointed by the Bishop City Council. Terms of office shall be as designated by the Inyo County Board of Supervisors and the Bishop City Council. The designating authority, for each regular member it appoints, may designate an alternate representative to serve in place of the regular member when that party is absent or disqualified from participating in a meeting of the commission.

The Executive Director of the ICLTC is appointed by the Inyo County Board of Supervisors. The Executive Director is responsible for the general administration of ICLTC activities. The ICLTC Secretary is appointed by the Executive Director to maintain records, including meeting minutes and project files and to assist staff in preparation and dissemination of public notices, agendas, agenda packets and other official business. Technical (engineering, legal and planning) staffing services for the ICLTC are provided by Inyo County and the City of Bishop as needed.

### **ESAAA**

ESAAA uses TDA funding to provide rides to individuals who are physically or logistically unable to use regular public transportation to obtain essential services such as medical appointments, grocery shopping, pharmacy and day care services. These individuals need transportation and assistance from the driver to find the out-of-town medical facility, purchase and carry groceries into the house, enter and exit the vehicle, etc. Based on individual needs, services are provided by Inyo County staff using program vehicles to residents through Inyo County. ESAAA provides short and long distance medical trips and regularly scheduled errand/shopping trips. ESAAA Site Coordinators assess individuals, plan trips and maintain records.

### **ESTA**

In 2006, Inyo and Mono counties together with the City of Bishop and the Town of Mammoth Lakes entered into a Joint Powers Agreement (JPA) to form the Eastern Sierra Transit Authority (ESTA). ESTA assumed operating responsibility for transit service in the two-county area on July 1, 2007. ESTA is built on the foundation of Inyo-Mono Transit, an agency that was administered by Inyo County. The ESTA governing board consists of two elected officials from each of the member entities; the City of Bishop, County of Inyo, Town of Mammoth Lakes and the County of Mono. Two Triennial Performance Audits have been completed of ESTA for the three year periods ending June 30, 2010, and June 30, 2013.

Since the creation of ESTA, Transportation Development Act funds flowing to the Inyo and Mono County Local Transportation Commissions have not been allocated to local streets and roads. ESTA is the primary public transit service in both Inyo and Mono Counties and provides regional fixed route

service; local fixed route service in Mammoth Lakes; Dial-a-Ride service in Lone Pine, Bishop, Mammoth Lakes, and Walker; seasonal recreation shuttle service in the Mammoth Lakes area; vanpool service tailored to meet the needs of work commuters; and inter-city service that reaches as far north as Reno, NV and as far south as Lancaster.

ESTA is the only year-round provider of inter-regional public transportation for the entire Eastern Sierra region. Yosemite Area Regional Transit System (YARTS) provides inter-regional services during the summer between Mono County and destinations in Yosemite and the western slope of the Sierra Nevada. ESTA operates local and interregional bus routes on schedules that are adjusted seasonally.

## **SCOPE OF WORK**

### **I. Triennial Performance Audits of the Inyo County Local Transportation Commission**

The Consultant shall provide RTPA auditing and analysis services and shall prepare Triennial Performance Audits of the ICLTC for the periods of July 1, 2012 through June 30, 2015 and July 1, 2015 through June 30, 2018. This project is further described below.

The Triennial Performance Audit must satisfy the requirements set forth in Section 99246 of the Public Utilities Code. The performance audit is to cover the two three-year periods.

The consultant will be required to review and determine the Inyo County Local Transportation Commission's compliance with applicable sections of the California Code of Regulations. At a minimum, the Code Sections for which compliance is to be verified are those specified within the most recent version of the "Performance Audit Guidebook for Transit Operators and Regional Transportation Planning Entities," published by the California Department of Transportation. Should the consultant identify instances of non-compliance, a finding regarding the non-compliance should be made in the audit report. The consultant must then prescribe a recommended course to correct the instances of non-compliance.

#### **Required Deliverables and Timeline:**

- **Administrative Draft Triennial Performance Audit Report** – (two hard copies in an 8.5 by 11 inch format plus one electronic (.pdf) file)
  1. The report should include a statement of the audit objectives and a description of the audit scope and methodology and should, at minimum, include:
    - A full discussion of the audit findings and the auditor's conclusions;
    - The cause of any problem areas noted in the audit;
    - Recommendations for actions to correct the problem areas and to improve operations, when called for by the audit objectives;
    - A statement that the audit was made in accordance with generally accepted government auditing standards and disclose when applicable standards were not followed;
    - Significant internal controls that were assessed, the scope of the auditor's assessment work, and any significant weaknesses found during the audit;

- Notation of all significant instances of noncompliance and abuse and all indications or instances of illegal acts that could result in criminal prosecution that were found during or in connection with the audit;
  - Pertinent views of responsible officials of the organization, program, activity, or function audited concerning the auditor’s findings, conclusions and recommendations, and what corrective action is recommended;
  - A description of any noteworthy accomplishments, particularly when management improvements in one area may be applicable elsewhere;
  - A listing of any significant issues needing further study and consideration; and
  - A statement about any pertinent information that was omitted because it is deemed privileged or confidential. The nature of such information should be described, and the basis under which it is withheld should be stated.
- **Final Triennial Performance Audit Report** – (thirteen bound copies of the report plus one electronic (.pdf) file).
  - **The final reports must be delivered no later than June 30, 2016 and June 30, 2019.**
  - The auditor will retain all work-papers and records for a minimum period of three (3) years from the date the final audit report is accepted. All such documents shall be the property of Inyo County and made available upon request to Inyo County, ICLTC, and federal and state grantor agencies during normal business hours.

**II. Triennial Performance Audits of the Eastern Sierra Area Agency for Aging (ESAAA)**

The Consultant shall provide TDA auditing and analysis services and shall prepare Triennial Performance Audits of ESAAA for the periods of July 1, 2012 through June 30, 2015 and July 1, 2015 through June 30, 2018. This project is further described below.

The Triennial Performance Audit must satisfy the requirements set forth in Section 99246 of the Public Utilities Code. The performance audit is to cover the period from July 1, 2012 through June 30, 2015 and the period from July 1, 2015 through June 30 2018.

The consultant will be required to review and determine ESAAA’s compliance with applicable sections of the California Code of Regulations. At a minimum, the Code Sections for which compliance is to be verified are those specified within the most recent version of the “Performance Audit Guidebook for Transit Operators and Regional Transportation Planning Entities,” published by the California Department of Transportation. Should the consultant identify instances of non-compliance, a finding regarding the non-compliance should be made in the audit report. The consultant must then prescribe a recommended course to correct the instances of non-compliance.

**Required Deliverables and Timeline:**

- **Administrative Draft Triennial Performance Audit Report** – (two hard copies in an 8.5 by 11 inch format plus one electronic (.pdf) file)
  1. The report should include a statement of the audit objectives and a description of the audit scope and methodology and should, at minimum, include:
    - A full discussion of the audit findings and the auditor’s conclusions;
    - The cause of any problem areas noted in the audit;

- Recommendations for actions to correct the problem areas and to improve operations, when called for by the audit objectives;
  - A statement that the audit was made in accordance with generally accepted government auditing standards and disclose when applicable standards were not followed;
  - Significant internal controls that were assessed, the scope of the auditor's assessment work, and any significant weaknesses found during the audit;
  - Notation of all significant instances of noncompliance and abuse and all indications or instances of illegal acts that could result in criminal prosecution that were found during or in connection with the audit;
  - Pertinent views of responsible officials of the organization, program, activity, or function audited concerning the auditor's findings, conclusions and recommendations, and what corrective action is recommended;
  - A description of any noteworthy accomplishments, particularly when management improvements in one area may be applicable elsewhere;
  - A listing of any significant issues needing further study and consideration; and
  - A statement about any pertinent information that was omitted because it is deemed privileged or confidential. The nature of such information should be described, and the basis under which it is withheld should be stated.
- **Final Triennial Performance Audit Report** – (thirteen bound copies of the report plus one electronic (.pdf) file).
  - **The final reports must be delivered no later than June 30, 2016 and June 30, 2019.**
  - The auditor will retain all work-papers and records for a minimum period of three (3) years from the date the final audit report is accepted. All such documents shall be the property of Inyo County and made available upon request to Inyo County, ICLTC, and federal and state grantor agencies during normal business hours.

### **III. Triennial Performance Audits of the Eastern Sierra Transit Authority**

The Consultant shall provide transit auditing and analysis services and shall prepare Triennial Performance Audits of the Eastern Sierra Transit Authority for the periods from July 1, 2013 through June 30, 2016 and from July 1, 2016 through June 30, 2019. The Triennial Performance Audit must satisfy the requirements set forth in Section 99246 of the Public Utilities Code. The audit must satisfy the requirements for both the ICLTC and MCLTC.

#### **Required Deliverables and Timeline:**

- **Administrative Draft Triennial Performance Audit Report** – (six hard copies in an 8.5 by 11 inch format plus one electronic (.pdf) file)
  1. The report should include a statement of the audit objectives and a description of the audit scope and methodology and should, at minimum, include:
    - A full discussion of the audit findings and the auditor's conclusions
    - The cause of problem areas noted in the audit
    - Recommendations for actions to correct the problem areas and to improve operations, when called for by the audit objectives
    - A statement that the audit was made in accordance with generally accepted government auditing standards and disclose when applicable standards were not followed

- Significant internal controls that were assessed, the scope of the auditor’s assessment work, and any significant weaknesses found during the audit
  - Notation of all significant instances of noncompliance and abuse and all indications or instances of illegal acts that could result in criminal prosecution that were found during or in connection with the audit
  - Pertinent views of responsible officials of the organization, program, activity, or function audited concerning the auditor’s findings, conclusions and recommendations, and what corrective action is recommended
  - A description of any significant noteworthy accomplishments, particularly when management improvements in one area may be applicable elsewhere
  - A listing of any significant issues needing further study and consideration; and
  - A statement about any pertinent information that was omitted because it is deemed privileged or confidential. The nature of such information should be described, and the basis under which it is withheld should be stated.
- **Final Triennial Performance Audit Report** – (thirty hard copies of the report plus one electronic (.pdf) file)
  - **The reports must be delivered no later than June 30, 2017 and June 30, 2020.**
  - The auditor will retain all work-papers and records for a minimum period of three (3) years from the date the final audit report is accepted. All such documents shall be the property of Inyo County and made available to Inyo County, Mono County, ICLTC, MCLTC, and federal and state grantor agencies during normal business hours.
  - **Presentation to the governing board of the Eastern Sierra Transit Authority.** Make an interactive presentation of the final report to the governing board of the Eastern Sierra Transit Authority by the end of July 2017 and July 2020.

**SERVICES PROVIDED BY INYO COUNTY, MONO COUNTY, AND EASTERN SIERRA TRANSIT AUTHORITY STAFF**

ICLTC, ESAAA, ESTA, and MCLTC staff will provide the services listed below in support of the Consulting firm’s services:

- A. Relevant documents.
- B. Input from each agency as needed.
- C. Access to personnel.

**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 RFP should include a narrative that addresses the nature of the three different performance audits. This narrative should demonstrate an understanding of the scope of work for each of the projects and should discuss the proposed approach each audit.

1. **Transmittal letter.** The transmittal letter should include the name, title, mailing address, e-mail address (if available), phone number and original signature of an individual with authority to negotiate on behalf of and to contractually bind the proposer, and who may be contacted during the period of proposal evaluation. Only one original of the transmittal letter need be prepared to accompany all copies of the Technical and Cost Proposals.
2. **Introduction.** In this section, the Proposer should demonstrate an adequate understanding of laws and statutes relating to Regional Transportation Planning Agencies, public transit agencies, and community transit service agencies.
3. **Triennial Performance Audit Technical Approach.** The audit plan should include:
  - a. A description of the overall audit program being submitted for each of the three agencies, including an explanation of the basic purpose and general focus of the audits.
  - b. A thorough explanation of the consultant's proposed course of action. References should be made to RFP requirements and the consultant's plans for meeting those requirements. If the consultant proposes major changes in the RFP approach, those changes should be clearly specified. The consultant should specify, techniques, especially data elements to be sampled, staff to be interviewed, documents to be reviewed, etc.
  - c. An itemized description of the proposed project schedule, and the end products to be produced. Each audit must be finished per the completion date described in the **Schedule of Events**. It is anticipated that the Notice to Proceed will be issued by December 31, 2015.
4. **Project Management.** The Proposer must prepare an explanation of the project management system and practices to be used to assure that the project is completed within the scheduled time frame and that the quality of the required products will meet the Counties' requirements.
5. **Consultant and Subcontractor Staff.** The proposal must describe the qualifications and experience of each professional who will participate in the project, including a resume for each member of the project team. A Project Manager must be designated, and an organizational chart showing the manager and all project staff must be included. A matrix must be presented indicating the effort, either in percentage of the total project or in man-hours, which will be contributed by each professional, during each phase or task making up the project. If a subcontractor will be used, the proposer must include a letter from the subcontractor committing to perform at least the work shown for subcontractor professionals in the above-described matrix. If local firms/vendors will be used they should be clearly identified.
6. **Consultant Qualifications and References.** The proposal must describe the nature and outcome of relevant projects previously conducted by the consultant which are related to the work described within this RFP. Attention should be paid to consultant's qualifications relative to state and federal laws pertaining to RTPAs and public transit agencies, particularly, experience with the California Transportation Development Act. Descriptions should include a

client contact name, address, phone number, a description of the type of work performed, approximate date on which the work was completed and professional staff who performed the work. If a subcontractor is proposed, two or three similar qualifications and references should be provided for the subcontractor. Up to two samples of the consultant's reports on closely related projects should also be included, if available.

**7. Contract.** A statement as to the respondent's ability to enter into County of Inyo Standard Contract No. 113 (attached hereto), which will govern the selected respondent's work. This is a lump sum contract (no per diem) for an Independent Contractor. Note ability to meet Insurance requirement set forth in *Terms and Conditions* No. 9 on page 3 and Attachment C of the Contract. Proposers are cautioned that exceptions that proposer may take to Contract No. 113 may result in proposer's response being deemed unresponsive.

**8. Price Proposal.** In addition to a Technical Proposal, the prospective contractor shall prepare a detailed Cost Proposal for the work to be performed. The Cost Proposal shall itemize all items that will be charged to Inyo County, including travel charges that will be involved in the project and included in the bid amount. Costs shall be segregated to show specific tasks within the scope of work, staff hours allocated to each task, rates, classifications, administrative overhead and a rate schedule for extra work. If subcontractors are to be used, the prospective contractor must indicate any markup that the prospective contractor plans to take on subcontracts. The same breakdown of subcontract costs shall be provided as is required for contractor costs above. Failure to provide detailed cost breakdowns may be cause for rejection of the proposal.

Additionally, the proposal shall show a subtotal detailing the cost for each of the six Triennial Performance Audits as well as a total cost for all work performed.

## **PROJECT EVALUATION**

It is the intent of the County to evaluate all proposals received in response to this RFP. To be considered, proposals must be received prior to the 4:00 p.m. on **November 30, 2015**, at the Inyo County Public Works Department, 168 N. Edwards Street, P.O. Box Q, Independence CA 93526.

Following an initial screening by the selection committee of all the proposals, a short list of the most qualified respondents will be established, consisting of up to three firms. If necessary, these firms will be interviewed by a selection committee to further evaluate each firm's capability, experience, staffing level, availability, history, past clientele, and ability to meet deadlines, budgets and work with public agencies. Following this, the County shall commence contract negotiations with the highest ranked respondent, as more fully described below.

Inyo County hereby notifies all proposers that it will affirmatively ensure that in regard to any contract entered into pursuant to this RFP, disadvantaged business enterprises will be afforded full opportunity to submit proposals in response to this invitation, and that proposers will not be discriminated against on the grounds of race, religion, creed, medical condition, color, marital status, ancestry, gender, age, national origin or physical or mental disability in consideration for award. In addition, Inyo County requires that any consultant or consulting firm hired by Inyo County to perform any work activity does

not discriminate against any employee or applicant for employment because of race, religion, creed, medical condition, color, marital status, ancestry, sex, age, national origin or disability.

Inyo County retains the right to reject any and all proposals that do not comply with provisions of this request for proposal or for unforeseen reasons related to funding of this project.

This request for proposals does not obligate Inyo County to award a contract to conduct performance audits, nor does it commit Inyo County to pay for any costs associated with the preparation and submittal of a proposal. The Scope of Work is subject to modification as work progresses.

**EVALUATION CRITERIA/SELECTION PROCESS**

A selection committee composed of staff of the Inyo County LTC, ESTA, ESAAA, and local transportation partners will evaluate all proposals that are received by the established deadline. The information provided in each proposal will be the basis for selecting a consultant firm. The criteria for selection will be determined from the following areas with the weights for each specific area as indicated.

A. Consultant’s demonstration of a clear understanding of the project and the operations of the LTC, ESAAA, and ESTA as evidenced by the written and, if applicable, oral proposal .....	20%
B. Consultant’s specialized experience, qualifications and technical competence as related to the services required, including but not limited to RTPAs, public transit agencies, community transit service agencies, performance auditing, transportation planning, and the California Transportation Development Act.....	15%
C. Consultant’s past record of performance including control of costs, quality of work and completion in a timely manner .....	15%
D. Consultant’s relative allocation of resources, in terms of quality and quantity, to key tasks, including the time and skills of personnel assigned to the task and the consultant’s approach to managing resources and project output .....	15%
E. Specific experience of the project team to be assigned .....	20%
F. Price proposal.....	15%
<b>Total</b> .....	<b>100%</b>

Up to three respondents receiving the highest preliminary ranking from the review committee may be invited to an interview. If there is an interview, the review committee will make a final ranking of the top three respondents. The County will commence contract negotiations with the firm receiving the highest final ranking.

If the County and that firm are unable to consummate an agreement, the County will reject that firm and begin negotiations with the firm receiving the second highest rank from the committee. This process shall continue until the County reaches an agreement with a consultant.

Once an agreement is reached, the successful consultant shall execute Standard County Contract No. 113, which will then be forwarded to the Inyo County Board of Supervisors for approval. The execution of the contract by the Chairperson of the Inyo County Board of Supervisors will constitute notice to the consultant to proceed with the work.

**LOCAL AND SMALL BUSINESS ENTERPRISE CONTRACTING PREFERENCE**

There is a contracting preference of 5% for small business enterprises (or) 8% for local businesses available for this Request for Proposals. This preference is specifically related to the Cost Proposal as described in the Evaluation Criteria/Selection Process described above. 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. Please refer to the Inyo County website home page at <http://www.inyocounty.us/> for a copy of the Local Business Verification Form.

**Inquiries:** Direct questions to: Courtney Smith, Transportation Planner, Inyo County Local Transportation Commission staff, at telephone number (760) 878-0207 or e-mail [csmith@inyocounty.us](mailto:csmith@inyocounty.us). If you have any questions, please submit these in writing. Responses to those questions will be uploaded onto the Inyo County Local Transportation Commission website at [http://www.inyocounty.us/Bid\\_Packages.html](http://www.inyocounty.us/Bid_Packages.html).

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

Courtney Smith  
 Inyo County Public Works Department  
 P.O. Box Q  
 168 N. Edwards Street  
 Independence, CA 93526

**SCHEDULE OF EVENTS**

<b>Date</b>	<b>Event</b>
November 30, 2015	Proposals submitted to County by November 30, 2015 at 4:00 p.m. as described below.
December 31, 2015	It is estimated that the Chair of the Board of Supervisors will have signed the contract by this date – that shall serve as a Notice to Proceed.

Event	Date					
	LTC #1	LTC #2	ESAAA #1	ESAAA #2	ESTA #1	ESTA #2
<b>Kickoff Meeting</b>	2/1/2016	1/15/2019	2/1/2016	1/15/2019	1/15/2017	1/15/2020
<b>Administrative draft delivered</b>	3/31/2016	3/31/2019	3/31/2016	3/31/2019	3/31/2017	3/31/2020
<b>Final performance audit delivered</b>	6/30/2016	6/30/2019	6/30/2016	6/30/2019	6/30/2017	6/30/2020
<b>Final Performance Audit Presentation</b>	6/30/2016	6/30/2019	6/30/2016	6/30/2019	7/31/2017	7/31/2020

**DEADLINE:** To be considered, three (3) copies of the Proposal must be received at the above address by 4:00 p.m. on November 30, 2015, postmarks and facsimiles are not acceptable.



Clint Quilter  
Inyo County Public Works Director

Date: October 30, 2015

**ATTACHMENT A**

**CONTRACT**

(Contact the Inyo County Public Works Department at (760) 878-0201  
if you would like to receive a paper copy of this contract)

**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 insure 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. 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-three (23) (Amendment).

**22. ATTORNEY'S FEES.**

If either of the parties hereto brings an action or proceeding against the other, including, but not limited to, an action to enforce or declare the cancellation, termination, or revision of the Agreement, the prevailing party in such action or proceeding shall be entitled to receive from the other party all reasonable attorney's fees and costs incurred in connection therewith.

**23. 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.

**24. 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

**25. 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: \_\_\_\_\_

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

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

\_\_\_\_\_  
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**

## **Specifications 2**

### **Insurance Requirements for Professional Services**

Consultant 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 by the Consultant, its agents, representatives, or employees.

#### **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 for bodily injury and property damage, including products-completed operations, personal injury and advertising injury, with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$500,000** 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.

***(Not required if consultant provides written verification it has no employees)***

1. **Professional Liability (Errors and Omissions)** Insurance appropriate to the Consultant's profession, with limit no less than **\$1,000,000** per occurrence.

If the Consultant maintains higher limits than the minimums shown above, the Entity requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Entity.

#### **Other Insurance Provisions**

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

##### ***Additional Insured Status***

1. **The Entity, its officers, officials, employees, and volunteers are to be covered as additional insureds** on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the consultant 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 Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

### *Other Insurance Provisions*

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

#### **Primary Coverage**

For any claims related to this contract, the **Consultant's insurance coverage shall be primary** insurance as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

#### **Notice of Cancellation**

Each insurance policy required above shall state that **coverage shall not be canceled, except with notice to the Entity.**

#### **Waiver of Subrogation**

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

#### **Deductibles and Self-Insured Retentions**

Any deductibles or self-insured retentions must be declared to and approved by the Entity. The Entity may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

#### **Acceptability of Insurers**

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the Entity.

#### **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 Consultant must purchase "extended reporting" coverage for a minimum of **five (5) years** after completion of contract work.

#### **Verification of Coverage**

Consultant shall furnish the Entity with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Entity before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The Entity reserves the right to require complete,

certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

**Subcontractors**

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.

***Special Risks or Circumstances***

Entity reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

**ATTACHMENT B**

**INYO COUNTY ORDINANCE No. 1156**

(Contact the Inyo County Public Works Department at (760) 878-0201  
if you would like to receive a paper copy of this Ordinance)

**ORDINANCE NO. 1156**

**AN ORDINANCE OF THE BOARD OF SUPERVISORS OF THE COUNTY OF INYO, STATE OF CALIFORNIA, ADDING CHAPTER 6.06 TO THE INYO COUNTY CODE TO PROVIDE CONTRACTING PREFERENCES FOR LOCAL AND SMALL BUSINESSES**

The Board of Supervisors of the County of Inyo ordains as follows:

**SECTION 1. PURPOSE AND AUTHORITY**

The purpose of this ordinance is to contribute to the economic and social well-being of all the citizens of the County by providing a contracting preference for local and small businesses. As a market participant, and pursuant to Public Contract Code § 2002, the County may award a purchasing preference to certain entities to vindicate the governmental purpose of encouraging County and regional economic development.

**SECTION 2. ADDITION OF CHAPTER 6.06 TO INYO COUNTY CODE.**

Chapter 6.06 is added to the Inyo County Code to read as follows:

**Chapter 6.06**

**CONTRACTING PREFERENCES**

**Sections:**

- 6.06.010 Findings.**
- 6.06.020 Definitions.**
- 6.06.030 General Provisions.**
- 6.06.040 Local Business and Small Business Preference.**
- 6.06.050 Small Business Subcontracting Preference.**
- 6.06.060 Limit On Contracting Preference.**

**6.06.010 Findings**

Businesses located in Inyo County contribute to the economic and social well-being of all the citizens of the County. Such businesses provide convenient services within the County and provide employment for County citizens. Further, the payroll paid by and income earned by local businesses tend to be largely expended within the County, which enhances the business environment in the County and the well-being of its citizens. It is in the public interest to encourage a vibrant business environment in the County. Providing modest purchasing preferences for County businesses furthers the goal of building a healthy economy in the County. Further, providing contracting preferences for all small businesses is allowed by State law, expands the types of contracts for which preferences may be given, and benefits local small businesses, also furthering the goal of building and maintaining a healthy local economy.

**6.06.020 Definitions.**

- A. A **Small Business** is a business which is certified by the State of California or the Small Business Administration as a small business.
- B. A **Local Business** is a business which:
  - 1. Has its headquarters, distribution point or locally-owned franchise located in or having a street address within the County for at least six months immediately prior to the issuance of the request for competitive bids by the County; and
  - 2. Holds any required business license by a jurisdiction located in Inyo County; and
  - 3. Employs at least one full-time or two part-time employees whose primary residence is located within Inyo County, or if the business has no employees, shall be at least fifty percent owned by one or more persons whose primary residence is located within Inyo County.

4. Meets the conditions of one through three of this subsection, but within Mono or Inyo and Mono Counties, if no Inyo County local business submits a bid that is within eight percent of the lowest bid submitted.

C. A **Responsive Bid** is a bid which responds to the requirements of the request for bids and is submitted by a responsible bidder.

**6.06.030 General Provisions.**

A. The preferences provided in this chapter are intended to extend to the limit of the jurisdiction of Inyo County under California law. Such preferences do not apply where prohibited by Federal or State law. Such preferences do not apply where funding agencies prohibit such preferences as a condition of providing funding for the anticipated project. Where this Chapter provides preferences for multiple classes of entities, and one or more of those classes of entities are disallowed contracting preference by Federal or State law or by the funding agency, those disallowed entities will not be provided preferences, but the remaining classes of entities shall receive preferences.

B. Requests for bids or proposals issued by the County shall specify the applicable contracting preferences available pursuant to this Chapter.

**6.06.040 Local Business and Small Business Preference.**

Except as excluded by Section 6.06.030(A), for all contracts awarded by Inyo County, if the lowest responsive bid is submitted by a local business or a small business, that business shall be awarded the contract. If the lowest responsive bid is not submitted by a local business or a small business, the lowest responsive bid submitted by a local business that is within eight percent of the lowest responsive bid or by a small business that is within five percent of the lowest responsive bid shall be considered the low bid and that business shall be awarded the contract. To be eligible, a local business or a small business shall provide certification with its bid that it is such business as herein defined.

**6.06.050 Small Business Subcontracting Preference.**

For public works and road construction contracts awarded by Inyo County, where no entity qualifying under this Chapter for a contracting preference submits a responsive bid that is the lowest or within five percent of the lowest responsive bid, there shall be a preference given to bids in which at least ten percent of the monetary value of the work to be performed is subcontracted to a small business or businesses. If such bid is the lowest responsive bid, that contractor shall be awarded the contract. If such bid is not the lowest responsive bid, any such bid that is within five percent of the lowest responsive bid shall be considered the low bid, and that contractor shall be awarded the contract.

**6.06.060 Limit On Contracting Preferences.**

Contracting preferences under this Chapter shall not exceed \$10,000.00 for any one solicitation and award determination.

**SECTION 3. SEVERABILITY**

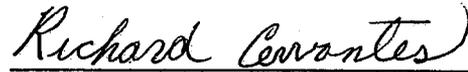
If any section, subsection, sentence, clause or phrase of this ordinance is for any reason held to be unconstitutional or invalid, such decision shall not affect the validity of the remaining portions of this ordinance. The Board of Supervisors hereby declares that it would have passed this ordinance and every section, subsection, sentence, clause or phrase not declared invalid or unconstitutional, without regard to whether any portion of this ordinance would be subsequently declared unconstitutional or invalid.

**SECTION 4. EFFECTIVE DATE**

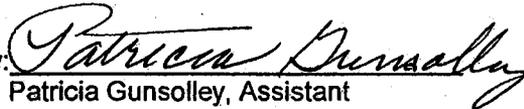
This Ordinance shall take effect and be in full force and effect thirty (30) days after its adoption. Before the expiration of fifteen (15) days from the adoption hereof, this Ordinance shall be published as required by Government Code Section 25124. The Clerk of the Board is hereby instructed and ordered to so publish this Ordinance together with the names of the Board members voting for and against the same.

**PASSED AND ADOPTED** this 25th day of May, 2010, by the following vote:

**AYES:** Supervisors Arcularius, Cash, Brown, Fortney and Cervantes  
**NOES:** -0-  
**ABSTAIN:** -0-  
**ABSENT:** -0-

  
Richard Cervantes, Chairperson  
Inyo County Board of Supervisors

**ATTEST:** Kevin Carunchio  
Clerk of the Board

By:   
Patricia Gunsolley, Assistant

s/Ordinance/ContractingPrefSmBusiness

4/29/10

# *In the Rooms of the Board of Supervisors*

County of Inyo, State of California

I, HEREBY CERTIFY, that at a meeting of the Board of Supervisor of the County of Inyo, State of California, held in their rooms at the County Administrative Center in Independence on the 25<sup>th</sup> day of *May*, 2010 an order was duly made and entered as follows: **AMENDED**

Ordinance 1156/  
Local/Small Business  
Preference

On a motion by Supervisor Arcularius and a second by Supervisor Cash, Ordinance 1156 titled "An Ordinance of the Board of Supervisors of the County of Inyo, State of California, Adding Chapter 6.06 to the Inyo County Code to Provide Contracting Preferences for Local and Small Businesses," was enacted: motion unanimously passed and adopted.

WITNESS my hand and the seal of said Board this 25<sup>th</sup>

Day of May 2010



*Patricia Gunsolley*  
Patricia Gunsolley, Assistant

By:

Routing	
CC	<u>X</u>
Purchasing	<u>X</u>
Personnel	_____
Auditor	_____
CAO	<u>X</u>
Other	_____
DATE: May 26, 2010	