

# REQUEST FOR PROPOSALS

*County of Glenn*

## AVIATION FUEL PROVIDER FOR COUNTY AIRPORTS



**Response Due:**

**March 2, 2012**

**No later than 4:00 P.M.**

**Submit Responses and Direct Questions to:**

**Annette Chavez**

**Deputy Director**

**Glenn County Planning & Public Works**

**PO Box 1070**

**777 N. Colusa St.**

**Willows, CA 95988**

**530-934-6530 Phone**

**530-934-6533 Fax**

**[achavez@countyofglenn.net](mailto:achavez@countyofglenn.net)**

# **REQUEST FOR PROPOSALS**

## **Aviation Fuel Provider for County Airport**

### **1. INTRODUCTION**

The County of Glenn, Planning and Public Works Agency (COUNTY) is requesting proposals from Aviation gasoline and refinery-authorized distributors of 100LL Avgas (PROVIDER), to supply fuel and related dealer support services under a Branded program as outlined herein, for both Glenn County Airports retail card-lock fuel sales operations. The airports are located as follows: Orland-Haigh Airport, 4115 County Road P, Orland, CA 95963 and Willows Airport, 125 County Road G, Willows, CA 95988.

### **2. BACKGROUND**

Glenn County is located about half way between Sacramento and Redding in Northern California and has a population of just less than 30,000. Land use is largely agricultural with mountains on the west, the Interstate 5 corridor traversing rich farm land in the center, and the Sacramento River bordering the east side of the County.

COUNTY owns and operates a retail cardlock at each of its two Public General Aviation Airports – Orland Haigh (O37), located near the intersection of County Roads 24 and P, and Willows Glenn (WLW), located near the intersection of Interstate 5 and State Route 162, and as further described in the Master Plans located on COUNTY's website (<http://gcppwa.net/resources.aspx#Airports>).

One 10,000 gallon aboveground fuel tank is located at each site. Fuel purchases at each location are facilitated by the use of a QT Technologies Site Minder M3000 card reader. New card reader equipment was purchased approximately 3 years ago.

COUNTY reserves the right to add Jet A at one or both locations to this agreement in the future if the demand and ability arise.

### **3. GENERAL REQUIREMENTS**

PROVIDER shall ensure compliance with all federal, state and local requirements related to its business and activities upon airport property.

It is the intent of these specifications to protect and assure to COUNTY that the service, materials, equipment and programs provided will meet the COUNTY's operational needs. The specifications are intended to be of a non-restrictive nature that will provide open and free competition among vendors.

COUNTY shall, in all instances, be the final judge in determining whether a vendor is qualified and eligible for award of contract.

#### **A. Purchase Quantities**

The quantities in this Request for Proposal (RFP) are estimated quantities only, based on past consumption history and are given as a basis for comparison of bids only. COUNTY does not

guarantee a minimum or maximum quantity of any product to be purchased. COUNTY reserves the right to increase or decrease quantities listed to meet the needs of COUNTY during the period(s) of the contract. PROVIDER agrees to furnish 100LL Avgas on a quantity basis as required by COUNTY.

PROVIDER agrees to maintain an adequate stock. The right is reserved by COUNTY to evaluate PROVIDER's potential ability to satisfy the requirements of the contract by inspection of facilities, by review of backup suppliers and any other meaningful analysis procedure deemed important by COUNTY.

**Historic Fuel Purchases by Airport (in US gallons)**

CALENDAR YEAR	WLW	037
2011	36,146	16,221
2010	37,256	18,995
2009	52,068	29,096
2008	51,301	25,320
2007	54,717	26,387

**B. Allocations**

In the event PROVIDER's supply of awarded items is reduced for reasons beyond PROVIDER's control to a level which prevents supply of COUNTY's requirements in full, PROVIDER agrees to supply COUNTY no less than a proportionate share delivered to similar accounts, unless Federal regulations require otherwise. If such reduction occurs, COUNTY reserves the right to cancel all or part of the contract without prejudice to either party, by giving PROVIDER thirty (30) days written notice.

**C. Price Quotation**

Fuel prices quoted in PROVIDER's proposal will be that PROVIDER's price effective February 24, 2012. All PROVIDER transportation, environmental and/or other additive costs, excluding taxes, shall be included in the price quoted.

After award of contract, PROVIDER shall be required to provide by Fax or email, all price change notices as they occur.

**D. Price History**

Provider shall identify the three (3) airports closest to the Glenn County Airports with which Provider has a relationship to supply fuel for retail sales. Provide a history of 100LL Avgas and Jet-A prices charged to the airports for the previous 6 months. Be sure to include contracted pricing, as described above, for the specific dates of May 4, 2011, July 5, 2011 and December 1, 2011 whether or not fuel was actually purchased on those dates.

**E. Temperature Correction**

Deliveries shall be temperature corrected as applicable. Invoices and payments shall be for net gallons delivered.

**F. Invoicing Requirements**

The supplier is to render a Bill of Lading and a Certificate of Analysis to the delivery facility at the time of delivery with a signature from COUNTY employee on the Certificate of Analysis to ensure all documentation and fuel specifications have been met.

**G. Payment Terms**

PROVIDER will indicate terms of payment and Electronic Fund Transfer (EFT) procedures. Discounts for early payment terms if any offered will be indicated. Any cash discounts offered at the time will be computed from the date correct invoices are received if that date is later than the date of delivery. Discounts will be used in evaluation of proposals.

**H. Vendor Delivery Responsibilities**

PROVIDER shall perform all deliveries to Airport facilities in a safe and professional manner. PROVIDER's equipment shall be in good and safe working order and all personnel shall be trained annually in safety measures to preclude accidents and the endangerment of COUNTY personnel and property.

PROVIDER shall have adequate and appropriate equipment for the delivery of goods on proposed contract. Delivery shall be scheduled not more than 48 hours after placement of the order or within 3 hours of buyers specified delivery time. If such delivery is not possible due to circumstances beyond the supplier control, buyer will be notified immediately so an acceptable delivery can be arranged. Delivery to be made by common carrier if a preferred carrier is not specified by the buyer at time of order. Supplier agrees to seek the most economical aviation qualified carrier able to meet delivery timeline. Delivery of load shall be divided between the two county airports.

**I. Fuel Branding and Services**

PROVIDER must have national recognition for its aviation fuel brand. PROVIDER shall identify the brand proposed and specify all benefits and services to be provided, including but not limited to:

**i. Product Identification and Imaging**

PROVIDER shall supply and maintain at its own expense brand name and product signs, decals, windsocks and other marketing items at no cost to COUNTY.

**ii. Product Integrity**

100LL Aviation Gasoline Meeting ASTM D 910 latest revision. PROVIDER must provide ordering capability 24 hours a day, 7 days a week by live operator.

**iii. Credit Card Acceptance**

PROVIDER must accept a majority of credit cards via the onsite cardlock system, including, but not limited to: VISA, MC, AMEX, MSC, AVCARD, DESC Air Card, etc.

**iv. Quality Control Training & Support**

PROVIDER shall, at a minimum, provide the following Quality Control (QC) inspection, training and equipment support for COUNTY airport staff and employees:

- Annual inspection of Self-Serve Facility, and any Refueling Equipment or other Trucks.
- On-site training by a regional technical representative employed or retained by PROVIDER.
- Annual seminar that includes QC training, 14 CFR Part 139 Section 321 Fire Training, and Taxiway Safety Area (TSA) Ramp security training, as applicable.
- Annual seminar for equipment maintenance training provided by industry Original Equipment Manufacturers.
- Any manuals provided will be listed by name and subject.
- A list of all required testing equipment along with on-site instruction of use.

**v. Self-Serve Facility**

As a bid alternative, PROVIDER shall offer to absorb the cost of maintenance and/or replacement of all electronic equipment necessary for a 24/7 self-service fueling operation at each airport. Maintenance shall include all software improvements and updates as they may occur.

**vi. Other Considerations & Incentives including, but not limited to**

- Cash or other incentive program at contract award and negotiated renewal option time for Airport Development and/or Capital Improvement Programs.
- Standardized and/or reduced credit card processing charges.
- Realistic early pay terms that recognize mail delivery and invoice processing times.
- Availability of PROVIDER-held impound account in order to facilitate fuel purchases.

**4. SUBMITTAL REQUIREMENTS**

Interested firms shall submit a response to the County Request for Proposals for **Aviation Fuel Provider for County Airports** as follows:

**A. General**

Qualified firms desiring to provide these services shall submit four (4) paper copies of "Request for Proposals – Aviation Fuel Provider for County Airports" to COUNTY. Bids are to be sealed and clearly marked "**Aviation Fuel Bid**", **Attention: Annette Chavez**. Bids shall be delivered to 777 N. Colusa Street, Willows, CA 95988 or mailed to P.O. Box 1070 Willows, CA 95988. **Postmarks and facsimiles are not acceptable.** To be considered, proposals must be received by 4:00 p.m. on Friday, March 2, 2012. Sealed bid proposals must be receipted by Planning & Public Works Agency at or before the date and time listed above.

## **B. Contents of the Proposal**

At a minimum, proposals shall contain the information outlined herein. Additional information that PROVIDER deems relevant to the selection process may be included; however, concise and focused submittals are strongly encouraged. By submitting a proposal, and unless otherwise stated, it is understood that PROVIDER has reviewed all relevant information, and, that based on that review, PROVIDER has developed an informed understanding of the projected scope of work and has satisfied itself with the applicable conditions and requirements expressed in this document. The following are minimum proposal requirements for interested providers. (Forms attached)

### **Section 1 - Company Profile**

A Proposal Form (**Company Profile Sheet**) has been provided to assist vendors in providing the requested information: Firm name, address, phone, fax numbers, web page address and/or email address.

- Account Representative/Contact Person or other person to contact for clarification of any item contained in the proposal. Include telephone, fax numbers and email address if different from above.
- Specify type of organization (individual, partnership or corporation) and if applicable indicate whether you are:
  - a. Small Business.
  - b. Disadvantaged Business.
  - c. Minority and/or Women-Owned Business.
- Provide your Federal Tax ID Number and copies of any licenses/permits required by State and Federal law.
- Provide insurance information- General and Automobile Liability and Worker's Compensation. Specify excess products liability insurance provided by vendor.

### **Section 2 – References and Pricing History**

**Reference Sheets** are included in this bid package to assist the bidder in providing the requested information. Attach the 6 month pricing history for each airport. Please include contracted pricing, as described here, for the specific dates of May 4, 2011, July 5, 2011 and December 1, 2012 .

Vendor shall identify the three (3) airports closest to both Glenn County Airports that the supplier has a relationship to supply fuel for retail sales.

- Name of business
- Address of business
- Point of contact
- Telephone and fax numbers

### **Section 3 – Bid Proposal Sheet**

- **Fuel Brand Name:** Specify fuel brand name
- **Pricing:** By indicating a price for the service, vendor is representing to the County that all requirements for that service, as described in this RFP can be met if vendor is awarded the contract. Fuel prices quoted in vendor’s proposal will be that price effective on February 24, 2012. All PROVIDER transportation, environmental and/or other additive costs, excluding taxes, shall be included in the price.
- **Taxes:** COUNTY shall only pay mandated State, Federal taxes and/or fees, as required. All applicable taxes must be itemized on the invoice.
- **Terms and Conditions:** Specify terms and conditions for fuel payments. Vendor to indicate terms of payment and Electronic Fund Transfer (EFT) procedures.
- **Bid Alternatives:** As a bid alternative, PROVIDER shall offer to absorb the cost of maintenance and/or replacement of all electronic equipment necessary for a 24/7 self-service fueling operation at each airport. Maintenance shall include all software improvements and updates as they may occur.

As a bid alternative, PROVIDER shall offer the availability of a PROVIDER-held impound account in order to facilitate fuel purchases.

### **Section 4 - Service Detail Sheet**

Detail all services offered. Be sure to declare in detail any exceptions to the requirements of this RFP and/or services *not* offered. All questions **must** be completed or bid shall be deemed incomplete. Use “**Service Detail**” sheet.

Additional pages may be attached as enhancements; however, proposals **will not** be accepted without a completed “**Service Detail**” sheet.

## **5. INSURANCE REQUIREMENTS**

PROVIDER shall procure and maintain for the duration of the agreement, insurance against claims for injuries to persons or damage to property that may arise from, or be in connection with, the performance of the work described herein by PROVIDER, its agents, representatives, employees, and subcontractors. PROVIDER shall maintain the insurance coverage, limits of coverage and other insurance requirements as described below:

### **A. General Liability**

At least \$1,000,000 combined single limit per occurrence coverage for bodily injury, personal injury and property damage. If a general aggregate limit is used, then either the general aggregate limit shall apply separately to each project/location, or the general aggregate limit shall be twice the required per occurrence limit. PROVIDER or its insurance carrier shall notify COUNTY if incurred losses covered by the policy exceed 50% of the aggregate limit.

**B. Automobile Liability**

At least \$100,000 to cover bodily injury for one person and \$300,000 for two or more persons, and \$50,000 to cover property damages. However, policy limits for construction projects shall be at least \$1,000,000 combined single limit per accident for bodily injury and property damage for autos used by PROVIDER to fulfill the requirements of the contract, and coverage shall be provided for “any auto” code 1 as listed on the Acord form “Certificate of Insurance”.

**C. Workers’ Compensation and Employer’s Liability**

If PROVIDER has employees, it shall maintain continuously Workers’ Compensation insurance to cover PROVIDER and its employees and partners. Such insurance shall include coverage up to policy limits and Employer’s Liability insurance each with policy limits of at least \$1,000,000 for bodily injury or disease.

All insurance shall include Glenn County, its elected officials, officers, and employees as an additional insured, and shall not be reduced or canceled without 30 days’ written prior notice delivered to COUNTY.

PROVIDER shall provide COUNTY with a certificate of insurance as evidence of insurance protection upon execution of any agreement. Insurance certificates provided shall not contain the language “endeavor to” and “but failure to mail such notice shall impose no obligation or liability of any kind upon the company”, or similar language.

**6. SELECTION AND AGREEMENT**

The Glenn County Planning and Public Works Agency will review the proposals received and may interview one or more firms prior to negotiating a contract for the requested services.

This solicitation in no way obligates COUNTY to award a contract for the services described herein, nor will COUNTY assume any liability for the costs incurred in the preparation and transmittal of proposals in response to this solicitation. COUNTY reserves the right to not accept any proposal, to reject any or all proposals, to reject any part of any proposal, to negotiate and modify any proposal, and to waive any defects or irregularities in any proposal at COUNTY’S sole discretion. Furthermore, COUNTY shall have the sole discretion to award a contract as it may deem appropriate to best serve the interests of COUNTY. In this regard, COUNTY may consider demonstrated quality of work, responsiveness, comparable experience, professional qualifications, references, and proposed fees.

**7. EVALUATION CRITERIA**

Proposals will be evaluated according to the most qualified in the opinion of the COUNTY. The COUNTY reserves the right to contact and evaluate the PROVIDER’s references; contact any proposer to clarify any response; contact any current clients of PROVIDER; solicit information from any available source deemed pertinent to the evaluation process. The COUNTY shall not be obligated to accept the lowest priced proposal, but shall make an award in the best interests of the COUNTY.

COUNTY will analyze and evaluate all proposals on the following factors (not necessarily in order of importance):

- *Firm qualifications and experience.*
- *Availability of service and support.*
- *Quality of service and support.*
- *Demonstrated ability to work effectively with County staff, other public agencies and related parties.*
- *References from current or past users.*
- *Cost/financial considerations*
- *Other considerations/incentives.*
- *Proposal thoroughness, completeness and approach*

Prior to the award of contract, the COUNTY must be assured that the bidder selected has all of the resources required to successfully perform under the contract. This includes, but is not limited to, personnel with the skills required, equipment/materials and financial resources sufficient to provide services called for under this contract. COUNTY may request additional information while reviewing proposals.

## **8. SELECTION PROCESS**

The COUNTY shall review each proposal and shall make a final selection including but not limited to the criteria set forth above.

COUNTY reserves the right to introduce additional terms and conditions at the time the final contract is negotiated. Should a bidder find discrepancies in, or omissions from the Project Documents, or should there be any doubt as to their meaning, the bidder shall notify at once the Project Manager; and should it be found that the point in question is not clearly and fully set forth, a written Addendum will be sent to all plan holders and will become a part of the Contract. The County of Glenn, its officers, agents, representatives, employees, architects, engineers and inspectors will not be responsible for any oral instructions. No bid will be considered which makes exceptions, changes, or reservations to the Project Documents.

## **9. ERRATA**

COUNTY hereby notifies all PROVIDERS that it will affirmatively ensure that in regard to any Agreement entered into pursuant to this advertisement, Disadvantaged Business Enterprises (DBEs) will be afforded full opportunity to submit proposals in response to this invitation and that COUNTY will not discriminate on the grounds of race, color, national origin, religious creed, pregnancy, sexual orientation, religion, gender, age, disability, ancestry or marital status as provided for in Federal, State and local laws.

## **10. INQUIRIES**

PROVIDER may submit specific questions about this RFP in writing or e-mail to: Annette Chavez, Deputy Director, Glenn County Planning & Public Works, PO Box 1070, 777 North Colusa Street, Willows, CA 95988, 530-934-6530 Phone, 530-934-6533 Fax, [achavez@countyofglenn.net](mailto:achavez@countyofglenn.net). Questions submission deadline is February 17, 2012.

**SECTION 1  
COMPANY PROFILE SHEET  
CONTRACT FOR AVIATION FUEL**

Name: \_\_\_\_\_

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

Telephone No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Company Type:      \_\_\_\_\_ Individual      \_\_\_\_\_ Partnership      \_\_\_\_\_ Corporation

Small Business:      \_\_\_\_\_ Yes      \_\_\_\_\_ No

Minority/Women-Owned/Disadvantaged Business Enterprise:      \_\_\_\_\_ Yes      \_\_\_\_\_ No

Federal Tax I.D. No: \_\_\_\_\_

Insurance Information (Name of Carriers)

General Liability:      \_\_\_\_\_ Expires: \_\_\_\_\_

Automobile Liability:      \_\_\_\_\_ Expires: \_\_\_\_\_

Worker's Compensation:      \_\_\_\_\_ Expires: \_\_\_\_\_

Product Liability:      \_\_\_\_\_ Expires: \_\_\_\_\_

Cooperative Purchases by Other Agencies Allowed:      \_\_\_\_\_ Yes      \_\_\_\_\_ No

All prospective vendors shall be required to complete a Glenn County Planning & Public Works Vendor Application.

The application is available at: [http://www.countyofglenn.net/govt/project\\_service\\_bids/](http://www.countyofglenn.net/govt/project_service_bids/)

**Vendor Signature:** \_\_\_\_\_

**SECTION 2  
REFERENCE SHEETS AND PRICING HISTORY  
CONTRACT FOR AVIATION FUEL**

Vendor shall identify the three (3) airports closest to the County that the supplier has a relationship to supply fuel for retail sales. Provide a history of 100LL Avgas and Jet-A prices charged to the airports for the previous 6 months. Be sure to include contracted pricing, as described above, for the specific dates of May 4, 2011, July 5, 2011 and December 1, 2011 whether or not fuel was actually purchased on those dates.

**REFERENCE NO. 1**

Airport Name: \_\_\_\_\_

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

Telephone No./Fax No.: \_\_\_\_\_

Contact Name: \_\_\_\_\_

*Provide a Description of Service below*

**Supplier Signature:** \_\_\_\_\_

**REFERENCE NO. 2**

Airport Name: \_\_\_\_\_

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

Telephone No./Fax No.: \_\_\_\_\_

Contact Name: \_\_\_\_\_

*Provide a Description of Service below*

**Vendor Signature:**\_\_\_\_\_

**REFERENCE NO. 3**

Airport Name: \_\_\_\_\_

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

Telephone No./Fax No.: \_\_\_\_\_

Contact Name: \_\_\_\_\_

*Provide a Description of Service below*

**Vendor Signature:** \_\_\_\_\_

**SECTION 3  
BID PROPOSAL SHEET  
CONTRACT FOR AVIATION FUEL**

**FUEL BRAND NAME:** \_\_\_\_\_

**100LL AVGAS PRICING:** \$ \_\_\_\_\_ /Gallon on February 24, 2012

**PAYMENT TERMS:** \_\_\_\_\_

\_\_\_\_\_

**ELECTRONIC FUNDS TRANSFER PROCESS** (Provide details of the process)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**FUEL ORDERING PROCESS** (Provide details of the process)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**FUEL DELIVERY PROCESS** (Provide details of the process)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**ALTERNATE BID ITEM – Self-Serve Facility** (Provide details of process)

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**ALTERNATE BID ITEM - Provider-held impound account** (Provide details of process)

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**Vendor Signature:** \_\_\_\_\_

**SECTION 4  
SERVICES DETAIL SHEET  
CONTRACT FOR AVIATION FUEL**

**Detail the services offered. All questions must be answered. Provider may use separate sheets if additional space is needed.**

- 1. Describe product identification and imaging programs.**

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- 2. Describe Credit Card programs and cost.**

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- 3. Describe product integrity programs, training and manuals.**

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**4. Describe Self-Serve equipment and/or software improvements/updates and any cost to the County.**

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**5. Describe any exceptions to the requirements of this RFP, in detail.**

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**6. Other Considerations and/or Incentives**

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Vendor Signature: \_\_\_\_\_

AGREEMENT BETWEEN THE COUNTY OF GLENN AND  
(1) \_\_\_\_\_

County of Glenn  
Planning & Public Works Agency  
P.O. Box 1070  
Willows, CA 95988  
(COUNTY)

(CONTRACTOR)

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This agreement is entered into between the County of Glenn ("County") and (2) \_\_\_\_\_ ("Contractor") for the purpose of (3) \_\_\_\_\_.

1. RESPONSIBILITIES OF CONTRACTOR

During the term of this agreement, Contractor shall (4) \_\_\_\_\_

2. RESPONSIBILITIES OF THE COUNTY

County shall (5) \_\_\_\_\_.

3. COMPENSATION

Contractor shall be paid the sum of (6) \_\_\_\_\_ after satisfactorily completing the duties described in this agreement.

4. BILLING AND PAYMENT

Contractor shall submit to (7) \_\_\_\_\_ within 15 days after completion of the services described in paragraph 1, a statement of services rendered (8) \_\_\_\_\_.

5. TERM OF AGREEMENT

This agreement shall commence on the date of signing and shall terminate (9) \_\_\_\_\_.

6. TERMINATION OF AGREEMENT

If Contractor fails to perform its duties to the satisfaction of County, or if Contractor fails to fulfill in a timely and professional manner its obligations under this agreement, or if Contractor violates any of the terms or provisions of this agreement, then County shall have the right to terminate this agreement effective immediately upon County giving written notice thereof to Contractor. Either party may terminate this agreement on 30 days written notice.

County shall pay Contractor for all work satisfactorily completed as of the date of notice. County may terminate this contract immediately upon oral notice should funding cease or be materially decreased.

Should this contract be terminated, Contractor shall provide County all finished and unfinished reports, data, studies, photographs, charts, and other documents prepared by Contractor pursuant to this contract.

7. ENTIRE AGREEMENT; MODIFICATION

This agreement supersedes all previous agreements and constitutes the entire understanding of the parties hereto. Contractor shall be entitled to no other benefits other than those specified herein. No changes, amendments, or alterations shall be effective unless in writing and signed by both parties. Contractor specifically acknowledges that in entering into and executing this agreement, Contractor relies solely upon the provisions contained in this agreement and no others.

8. NONASSIGNMENT OF AGREEMENT

Inasmuch as this agreement is intended to secure the specialized services of Contractor, Contractor may not assign, transfer, delegate or sublet any interest herein without the prior written consent of County.

9. EMPLOYMENT STATUS

Contractor shall, during the entire term of this agreement, be construed to be an independent contractor and nothing in this agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow County to exercise discretion or control over the professional manner in which Contractor performs the services which are the subject matter of this agreement, provided always, however, that the services to be provided by Contractor shall be provided in a manner consistent with the professional standards applicable to such services. In performing the services described in this Agreement, Contractor will exercise the degree of care and skill ordinarily exercised by reputable companies performing the same or similar services in the same geographic area.

The sole interest of County is to ensure that the services shall be rendered and performed in a competent, efficient, and satisfactory manner. Contractor shall be fully responsible for payment of all taxes due to the State of California or the Federal Government that would be withheld from compensation if Contractor were a County employee. County shall not be liable for contractor's failure to make payments to any Subcontractor, material supplier, or vendor. Contractor agrees to indemnify the County with regard to any claim or lien filed against the County based upon nonpayment by the Contractor. Contractor shall not be eligible for coverage under County's Workers' Compensation Insurance Plan nor shall Contractor be eligible for any other County benefit.

10. INDEMNIFICATION

Contractor shall indemnify, defend and hold harmless the County, its elected officials, directors, officers, employees and volunteers against all claims, suits, actions, costs, counsel fees, expenses, damages, judgments or decrees by reason of any person's bodily injury, including death or property being damaged by the negligence of Contractor or any person employed by Contractor or in any capacity during the progress of the work. Contractor shall also indemnify County of any adverse determination made by the Internal Revenue Service or the State Franchise Tax Board against County with respect to Contractor's "independent contractor" status that would establish a liability for failure to make social security or income tax withholding.

11. LIMITATION OF LIABILITY

Contractor's aggregate liability for any and all claims arising out of this Agreement, or out of any goods or services furnished hereunder, whether based on contract, negligence, strict liability, agency, warranty, trespass, indemnity or any other theory of liability shall be limited to the value of the insurance coverage required in Article 13 of this Agreement. The stated coverage amounts shall be a maximum liability amount.

12. INSURANCE REQUIREMENTS.

Contractor shall procure and maintain for the duration of this contract, insurance against claims for injuries to persons or damage to property that may arise from, or be in connection with, the performance of the work hereunder by Contractor, Contractor's agents, representatives, employees, and subcontractors. At the very least, Contractor shall maintain the insurance coverage, limits of coverage and other insurance requirements as described below.

The agency responsible for administering a contract is also responsible for enforcing insurance requirements described below. This includes securing certificates of insurance before work under the contract is begun. Contractor shall furnish to the County certificates of insurance. All certificates of insurance to be received and approved by the County before work under the contract has begun. The County reserves the right to require complete, certified copies of all insurance policies required by this contract. Contractor agrees to notify County within two working days of any notice from an insuring

agency that cancels, suspends, and reduces in coverage or policy limits the insurance coverages described herein.

Any deductibles or self-insured retention must be declared on certificates of insurance and approved by the County. At the option of the County, either the contractor shall reduce or eliminate such deductibles or self-insured retentions, as respects the County, its officers, officials, employees and volunteers, or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses.

Insurance is to be placed with insurers who are licensed to sell insurance and who possess a Best rating of A or higher.

**Exception:** Workers' Compensation coverage issued by the State Compensation Insurance Fund (SCIF) shall be acceptable.

### 13. INSURANCE

A. General liability: At least \$1,000,000 combined single limit per occurrence coverage for bodily injury, personal injury and property damage. If a general aggregate limit is used, then either the general aggregate limit shall apply separately to this project/location, or the general aggregate limit shall be twice the required per occurrence limit. The contractor or contractor's insurance carrier shall notify County if incurred losses covered by the policy exceed 50% of the annual aggregate limit.

B. Automobile Liability: At least \$100,000 to cover bodily injury for one person and \$300,000 for two or more persons, and \$50,000 to cover property damages. However, policy limits for construction projects shall be at least \$1,000,000 combined single limit per accident for bodily injury and property damage for autos used by the contractor to fulfill the requirements of this contract, and coverage shall be provided for "any auto", code 1 as listed on the Acord form "Certificate of Insurance."

C. Workers' Compensation and Employer's Liability: Workers' Compensation insurance up to statutory limits and Employer Liability insurance with policy limits of at least \$1,000,000 for bodily injury or disease.

D. Professional Liability insurance: Professional liability insurance covering professional services shall be provided in an amount of at least \$1,000,000 per occurrence or \$1,000,000 on a claims-made basis. However, if coverage is written on a claims-made basis, the policy shall be endorsed to provide at least a two-year extended reporting provision.

Such insurance shall include Glenn County, its elected officials, officers, and employees as an additional insured, and shall not be reduced or canceled without 30 days written prior notice delivered to County. Contractor shall provide County with a certificate of insurance as evidence of insurance protection provided. Insurance certificates provided by any insurance company or underwriter shall not contain the language "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company," or similar language. Contractor's insurance must act as primary coverage, not excess or contributing coverage. If Contractor has employees, he/she shall obtain and maintain continuously Workers' Compensation Insurance to cover Contractor and Contractor's employees and partners.

### 14. FORCE MAJEURE.

Contractor will not be responsible for any delay or failure of performance caused by fire or other casualty, labor dispute, government or military action, transportation delay, inclement weather, act of god, act or omission of county or their other contractors, failure of any government authority to timely review or to approve the services or to grant permits or approvals, or any other cause beyond Contractor's reasonable control.

### 15. NON-DISCRIMINATION

Contractor will not discriminate in employment practices or in the delivery of services on the basis of race, color, religion, national origin, sex, sexual orientation, age, marital status, political affiliation or disability.

### 16. NOTICES.

Any notice required to be given pursuant to the terms and provisions of this agreement shall be in writing and shall be sent first-class mail to the following addresses:

If to County: Glenn County Planning & Public Works Agency  
P.O. Box 1070  
Willows, CA 95988

If to Contractor:

Notice shall be deemed to be effective two days after mailing.

17. APPLICATION OF LAW

This Contract shall be governed in accordance with all the laws of the State of California.

18. DOCUMENT RETENTION.

Contractor and County agree to retain all documents relevant to this Contract for five (5) years from the termination of the contract or until all Federal/State audits are complete, whichever is later. Upon request, consultant shall make available these records to County or Federal/State government representatives.

IN WITNESS WHEREOF, County and Contractor have executed this agreement on the day and year set forth below.

DATED: \_\_\_\_\_

CONTRACTOR

COUNTY OF GLENN

\_\_\_\_\_

\_\_\_\_\_  
John Linhart, Director  
Approved as to Content and Fund Availability

\_\_\_\_\_  
Tax Identification Number

APPROVED AS TO FORM:

\_\_\_\_\_  
HUSTON T. CARLYLE, JR., County Counsel  
Glenn County, California