

Amador Country Wine Heritage Independent Contractor Agreement Policy

Purpose

This policy establishes guidelines for the selection, approval, and management of independent contractors to ensure compliance with legal standards, fiscal responsibility, and the strategic objectives of the organization.

Contractor

A contractor is a self-employed individual or business entity engaged to perform specific services or tasks under a contract for a defined period or project. Contractors are not employees and are responsible for their own taxes, insurance, and work tools.

Onboarding Process

Documentation – Required documents include:

- ☐ W-9 form (for U.S. vendors)
- ☐ Proof of insurance (if applicable)
- ☐ Signed contract or terms of agreement
- ☐ Any necessary licenses or certifications

1. Contractor Selection Criteria

Contractors will be selected based on:

- Relevant qualifications, licenses, and experience
- Competitive pricing or value for services
- References and prior work quality
- Ability to meet timelines and deliverables
- Alignment with organizational standards and policies

2. Approval and Hiring Process

Scope of Work: A detailed scope, including timelines, deliverables, and payment terms, must be drafted.

3. Hold Harmless Requirement

In addition to insurance, all contractors must sign a Hold Harmless and Indemnification Agreement stating they will indemnify and defend Amador County Wine Heritage District against any and all claims resulting from their work or negligence.

4. Contract

Amador County Wine Heritage Independent Contractor Agreement must be signed by both parties before work begins.

5. Caterers Contractors

Must submit the following documentation no later than 10 days prior to the event:

- Completed TFF Application (as required by the local Environmental Health Department and/or facility)
- Copy of current Health Permit
- Menu and food handling plan for the event

- Proof of food safety certifications for all food handlers (e.g., ServSafe or equivalent)
- Description of handwashing station and food storage/temperature control setup

6. Insurance Requirements

All contractors must maintain appropriate insurance coverage throughout the duration of their engagement. At a minimum, contractors must provide proof of:

- General liability insurance (recommended minimum coverage: \$2,000,000 per occurrence)
- Workers' compensation insurance, if applicable
- Auto liability insurance, if vehicle use is required for the work

Proof of insurance must be submitted prior to contract execution and may be subject to verification at any time during the engagement. Contractors may not begin work until adequate insurance documentation is received and approved.

7. Contractor Conduct Expectations

- Conduct business ethically and professionally
- Comply with all relevant laws, regulations, and safety standards
- Maintain confidentiality when handling sensitive or proprietary information
- Respect organizational workplace policies when on-site

8. Payment Terms

- All vendor invoices must be submitted to the Executive Director for processing.
- Payment will be made according to the terms outlined in the contract or purchase order, typically within 30 days of invoice approval.
- Discrepancies must be resolved before payment is issued.

9. Conflict of Interest

Employees must disclose any personal or financial interest in vendor relationships. Preferential treatment or favoritism in contractor selection is strictly prohibited.

10. Contractor Performance Monitoring

Contractor performance will be evaluated regularly based on:

- Timeliness and accuracy of deliveries/services
- Product/service quality
- Responsiveness and professionalism
- Compliance with terms and conditions

Contractors failing to meet expectations may be placed on probation or terminated.