

**COCONINO COUNTY
NOTICE OF REQUEST FOR PROPOSALS**

NOTICE IS HEREBY GIVEN that sealed proposals will be received by the Clerk of the Board of Supervisors for furnishing the following items or services to Coconino County as follows:

UNTIL: **June 18, 2013 at 2:00PM** FOR

RFP NUMBER: **2013-110**

ITEM: **Temporary Staffing Services**

Specifications and proposal forms are available upon request. For any questions, contact Coconino County Purchasing Department, 219 E. Cherry Ave., Flagstaff, Arizona 86001. Telephone (928) 679-7190 or visit the County web site at <http://www.coconino.az.gov/purchasing>

Proposals shall be opened and the names of the Proposers publicly read in the meeting room of the Board of Supervisors, Flagstaff, Arizona. Details of each proposal shall not be announced at the time of opening. Such information shall be made public after all negotiations are completed and an award made by the Board. Award shall be made with reasonable promptness by giving written notice to the Proposer whose proposal best conforms to the invitation and will be the most advantageous to Coconino County. Other factors to be considered may include, but are not limited to, quality, uniformity of product and Proposer's past performance on other contracts. Award may be made to other than the low cost proposal. However, all proposals may be rejected if the Board of Supervisors determines that rejection is in the public interest.

Wendy Escoffier, Clerk
Board of Supervisors
Coconino County, Arizona

INSTRUCTIONS TO PROPOSERS

1. **PROPOSALS SHALL BE SUBMITTED WITH ONE ORIGINAL AND FOUR COPIES.** In submitting Proposals, please reference the serial Proposal number on the envelope/package for the purpose of identification. **All Proposals shall be submitted with original ink signatures by the person authorized to sign.**
2. Proposals shall be delivered to and time stamped by the office of the Clerk of the Board of Supervisors, 219 E. Cherry Avenue Second Floor, Flagstaff, Arizona, 86001, on or before the day and hour set for the opening of Proposals in the published notice. Proposals shall be enclosed in a sealed envelope bearing the title and number of the RFP and the name of the Proposer. It is the sole responsibility of the Proposer to see that his/her Proposal is received at the proper time. Neither electronic nor “faxed” proposals shall be accepted.
3. Erasures, interlineations or other modifications in the Proposal shall be initiated in original ink by the authorized person signing the Proposal.
4. In the case of errors in extension of prices in Proposal, the unit price will govern.
5. Any Proposer may withdraw his/her Proposal, either personally or by written request, at any time prior to the closing time for receipt of Proposals. Telegraphic, “faxed”, or mailgram withdrawals will not be effective.
6. All amendments to Proposals must be signed and returned to the Clerk of the Board of Supervisors with the Proposal on the specified due date and time.
7. Proposals will be opened and read in the meeting room of the Board of Supervisors at the time indicated in the call for Proposals. Details of each proposal, including proposed fees shall not be announced at the time of opening. Such information shall be made public after all negotiations are completed and an award made.
8. Proposals received after the scheduled closing time for receipt of Proposals will be returned, unopened, to the Proposer(s).
9. Per A.R.S. 11-254.01, award will be made with reasonable promptness to the Proposer whose Proposal best conforms to the Proposal Scope of Work and will be most advantageous to the County with respect to price, conformity to Scope of Work, and other factors.
10. All Proposals may be rejected if the Board determines that rejection is in the public interest.

11. The County reserves the right to waive any informalities in accepting and evaluating Proposals.
12. If a person contemplating a Proposal for a proposed contract is in doubt as to the true meaning of any part of the Proposal documents, or finds discrepancies in or omissions from said documents, he/she shall submit to the Coconino County Purchasing office a written request for an interpretation or correction thereof. The person submitting the request shall be responsible for its prompt delivery.
13. It is the responsibility of all Proposers to examine the entire set of Proposal documents and seek clarification of any item or requirement that may not be clear and to check all responses for accuracy prior to submitting a Proposal. The proposer is required to insure that the documents received through any electronic method or Bid posting service are complete. Negligence in preparing a Proposal confers no right of withdrawal after due date and time.
14. Questions regarding the Scope of Work received less than forty- eight (48) hours before the Proposal opening shall not be answered. Any interpretation or correction of the proposed documents will be made only by addendum, duly issued, and a copy of such addendum will be mailed or delivered to all who are known to have received a set of Proposal documents. Coconino County is not responsible for any other explanations or interpretations of the proposed documents.
15. Any addenda will be mailed or delivered to all who are known by the County to have received a set of Proposal documents, and to offices where Proposal documents have been filed for review purposes. Each Proposer may ascertain prior to submitting his/her Proposal that he/she is in receipt of all addenda issued by telephoning the Purchasing office at (928) 679-7190. Proposer shall acknowledge all addenda in accordance with the instructions on the Proposal.
16. Failure on the part of the Proposer to comply with all of these instructions may result in Proposal rejection by the Board of Supervisors.
17. All Proposal prices shall be guaranteed by the Proposer to remain unchanged for a period of one hundred and twenty (120) days from and including the date of the Proposal opening.
18. The Proposal specifications shall take precedence in any situation where the instructions to Proposer and the Proposal specifications are contradictory.

19. Coconino County, City of Flagstaff, Flagstaff Unified School District, Northern Arizona University, and Coconino Community College have implemented an Intergovernmental Cooperative Purchasing Agreement. The County is also a member of the cooperative purchasing group Strategic Alliance for Volume Expenditures (SAVE) which allows participating agencies to utilize awarded County contracts. Vendor(s) shall acknowledge and agree that the Proposal and proposal prices offered to the County will also be offered to these additional agencies should they elect to purchase off of this contract. Vendor shall note how long the Proposal prices shall remain firm. Each agency shall be responsible for ordering and payment of each order placed through this cooperative purchasing agreement.
20. All proposers shall complete the attached Disclosure of Responsibility Statement and the Non-Collusion Affidavit. Failure to do so may result in rejection of that proposal.
21. Coconino County and vendors will use their best cooperative efforts to resolve disputes arising in the normal course of business at the lowest organizational level between each party's staff with appropriate authority to resolve such disputes. When a dispute arises which cannot be resolved in the normal course of business, the authorized persons shall notify the other of the dispute, with the notice specifying the disputed issues and the position of the party submitting the notice. The authorized persons shall use their best good faith efforts to resolve the dispute within five business days of submission by either party to the other of such dispute notice.
22. All known subcontractors to this project must be indicated in the submittal. No subcontract will be construed as making the County a party of or to such subcontract, or subjecting the County to liability of any kind to any subcontractor. No subcontract shall, under any circumstances, relieve the Independent Contractor of liability and obligation under this contract; and despite any such subletting, the County shall deal through the Independent Contractor. Subcontractors will be dealt with as workmen and representatives of the Independent Contractor.
23. The offeror's products, services and facilities shall be in full compliance with all applicable Federal, State and local health, environmental, and safety laws, regulations, standards and ordinances regardless of whether or not they are referred to by the County. The proposer shall be familiar with and operate within the guidelines set forth by the Occupational Safety and Health Act.
24. Coconino County's purchasing policy is in accordance with ARS 11-254.01. The County Board of Supervisors had adopted and approved this policy. The policy can be viewed on the County web site at <http://www.coconino.az.gov/purchasing>

25. Any proposer objecting to the recommendation of award, rejection of a proposal, solicitation procedures of an RFP, or any portion thereof, must submit a written protest to the Purchasing Specialist. This protest must be submitted prior to the Board of Supervisors meeting at which the recommendation is on the agenda for award or rejection. The protest must be filed with the Purchasing Specialist within three business days from notification of the recommendation. A complete description of the protest procedures may be found in the County Purchasing Policy located on the County's web site at <http://www.coconino.az.gov/purchasing>
26. If the County is unable to successfully negotiate a contract with the highest rated offeror, the County may, begin negotiations with the next highest rated proposal, cancel that RFP and re-solicit or completely cancel the RFP.

**STATEMENT REGARDING RESPONSIBILITY AND COMPLIANCE
WITH IMMIGRATION AND ANTI-TERRORISM LAWS**

1. List any convictions of any person, subsidiary, or affiliate of the company, arising out of obtaining, or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract.

2. List any convictions of any person, subsidiary, or affiliate of this company for offenses such as embezzlement, theft, fraudulent schemes, etc. or any other offenses indicating a lack of business integrity or business honesty which affect the responsibility of the contractor. (See procurement policy section 7.2 for types of offenses.)

3. List any convictions or civil judgments under state or federal antitrust statutes.

4. List any violations of contract provisions such as knowingly (without good cause) to perform, or unsatisfactory performance, in accordance with the specifications of a contract.

5. List any prior suspensions or debarments by any government agency.

6. List any contracts not completed on time.

7. List any penalties imposed for time delays and/or quality of material and workmanship.

8. List any documented violations of federal or state labor laws, regulations, or standards, occupational safety and health rules.

**AFFIDAVIT BY CONTRACTOR
CERTIFYING THAT THERE WAS NO
COLLUSION IN BIDDING FOR CONTRACT**

STATE OF ARIZONA)
) ss
COUNTY OF:)
)

_____)
(Name of Company, Representative)

being first duly sworn, deposes and says:

That she/he is _____ of _____
) (Title)
(Name of Company) _____
_____ and

That pursuant to Section 112 (C) of Title 23 USC, he/she certifies as follows:
That neither he/she nor anyone associated with the said

_____)
(Name of Company)

has, directly or indirectly entered into any agreement, participated in any collusion or otherwise
taken any action in restraint of free competitive bidding for the bid for the:

**RFP 2013-110
Temporary Staffing Services**

By: _____
(Name of Individual/Representative)

Subscribed and sworn to before me this _____ day of _____, 20____

Title:

My Commission expires:

(Notary Public)

COCONINO COUNTY
RFP 2013-110
TEMPORARY STAFFING SERVICES

1.0 Background

Coconino County is accepting proposals from qualified agencies acting as an Independent Contractor, interested in providing temporary staffing services to the County. The proposal requirements, scope of services, and evaluation criteria are identified in the following sections. The County's primary purpose in awarding this contract is to ensure that County departments are provided with competent, qualified temporary employees, in a timely manner and at reasonable cost. It is understood that temporary staffing service providers perform a unique function in that they essentially serve two groups of clients: those who utilize temporary workers and the workers themselves, who accept placement through employment services. Since it is assumed that the highest-quality temporary employees are most likely to associate themselves with the best-run employment service, this contract will not be awarded on the basis of lowest cost alone; rather, it will be awarded to the firm that represents the best combination of price and customer service.

Coconino County government is comprised of more than thirty individual departments, agencies, and activities that collectively employ approximately 1,200 people. While some departments rarely have need of temporary employees, others may utilize such services several times a year. The County does not guarantee any minimum hours of utilization for temporary employee services. Most County facilities are located within the Flagstaff area; however, there are County offices in Page, Fredonia, and Williams. This contract shall be exclusive **only** for the types of work described in section 3.0, and **only** within the greater Flagstaff area. However, when services other than those listed in section 3.0 are required, or for locations outside the greater Flagstaff region, the successful proposer shall be contacted by the County and given the opportunity to provide the required services before an alternative provider is contacted. As used in this RFP, the term "greater Flagstaff area" refers to locations within a fifteen-mile radius of the Coconino County Administrative Building at 219 E. Cherry Avenue in Flagstaff.

Coconino County has a longstanding commitment to workforce diversity, and a copy of the County's Diversity Management Policy may be obtained upon request from the Coconino County Human Resources Dept. In accordance with that policy, proposer's efforts to encourage diversity will be among the criteria considered during the evaluation process. Therefore, each Temporary Staffing proposal should include information about the Proposer's experience in the area of diversity management.

Any future or proposed changes to Employment Law and/or Affordable Health Care Act impacts as a result of may require a content amendment at that time.

This contract will be for one (1) year with four (4) renewable one-year options.

2.0 Minimum Requirements

All vendors must be able to meet these requirements in order to be responsive to this RFP. Any exceptions to these must be noted, but the County is not bound to accept any exceptions.

2.1 The Independent Contractor shall have an agent or representative available at all times during the County's normal working hours (Monday through Friday, 7:30 am-5: 00 pm) to receive service requests or to discuss related matters.

2.2 When requested to do so, the Independent Contractor shall supply one or more temporary employees to the job-site within a time period acceptable to that County Department.

2.3 If the Independent Contractor is unable to fill a service request, the requesting department must be notified within four (4) hours of request.

2.4 Under normal circumstances, one temporary shall be sent for each assignment. This temporary shall continue in that position for the duration of the assignment unless the time is extended, the using department requests a different temporary, or the temporary resigns.

2.5 Billing invoices shall be sent each month to the requesting department, referencing the person within the department responsible for requesting the temporary employee. Most County departments have the ability to pay by master card.

2.6 Assigned temporaries must meet position specifications as set forth in Section 3.0, and their services shall be billed at the agreed-upon hourly contract rates.

2.7 The term of the contract, which results from this RFP, shall be twelve (12) months from the date of award. The agreement may be renewed, if both parties agree, for four (4) additional twelve-month periods. Any adjustment of the contract rates shall be made at the time of renewal.

2.8 The Independent Contractor shall bear sole responsibility for all taxes required and all fringe benefits to all temporary employees provided.

2.9 In the event that a subcontractor is utilized to provide services under this contract, the County shall have no direct dealings, financial or otherwise, with the subcontractor.

2.10 Subcontractor(s) must meet the same requirements regarding insurance coverage and quality of service as the Contractor.

2.11 There shall be no minimum hour guarantee from the County for any temporary employee.

2.12 The Independent Contractor shall immediately replace any temporary employee found to be unsatisfactory in the sole opinion of the County.

2.13 The Independent Contractor shall purchase and maintain in force, at his/her own expense, such insurance as will protect her/him and the County from claims which may arise out of or result from Contractor's execution of the work, whether such execution be by her/himself, his/her employees, agents, subcontractors, or by anyone for whose acts any of them may be liable. The insurance coverage shall be such as to fully protect the County and the general public from any and all claims for injury and damage resulting by any actions on the part of the contractor or his/her forces as enumerated above. Contractor shall furnish the County with a copy of an original certificate of insurance, naming Coconino County as an additional insured. Should any of the policies be canceled before the expiration date, the issuing company will mail 30 days written notice to the certificate holder. Contractor shall furnish insurance within satisfactory limits, and on forms and of companies which are acceptable to the County's Attorney and Risk Manager and shall require and show evidence of insurance coverage on behalf of any subcontractors (if applicable), before entering into any agreement to sublet any part of the work to be done under this contract.

2.14 Throughout the course of this contract, the Independent Contractor shall comply with all State, Federal, and local laws (including the Americans with Disabilities Act, Title VII of the Civil Rights Act of 1964, Age Discrimination in Employment Act, and Civil Rights Act of 1991) as to treatment and compensation of its employees.

2.15 Temporary employees provided under this contract must work and behave in a professional manner, and will be held to the same performance standards as other County employees performing similar work.

2.16 The County reserves the right to award this contact to a primary and secondary provider if it serves the best interest of the County.

2.17 The Independent contractor shall provide all federal and state mandated training to each employee, appropriate to each job title. This training shall include, but is not limited to, the requirements of: OSHA, Department of Health (HazCom) and Video Display Terminal training.

2.18 The Independent Contractor shall provide the County with a semi-annual summary report including monthly and year-to-date totals (total hours and total dollars for each title).

3.0 Scope of Services

The successful Independent Contractor shall provide qualified temporary employees, upon request, to work at various County locations performing duties in accordance with the worker classifications in section 3.0. The hours and duration of each work assignment may vary.

3.1 Worker Classifications

The following five classifications describe the various types of temporaries most frequently requested by County departments. These are not formal in-house County position titles. These classifications pertain only to temporary employees, and each classification represents a set of skills that might be associated with a range of County positions. The purpose of creating these generalized classifications is to simplify the process of requesting and supplying temporary replacements for a wide range of County positions. Before filling out the cost proposal form on the following page, carefully read each classification and determine the fixed hourly cost, including all taxes, fees, etc. which the County would be expected to pay for a temporary employee with the appropriate qualifications.

3.2 Clerk/Receptionist

Typical duties: answering 1-6 incoming lines; filing; copying; sorting; matching reports; opening mail; greeting public.

3.3 Data Clerk

Typical duties: same as Clerk/Receptionist, plus entering information into a computer, using CRT with 10-key pad in addition to standard keyboard.

3.4 Secretary (basic)

Typical duties: answering 1-6 incoming lines; data input; typing memos, reports, and correspondence from rough draft. Must type 40 wpm, use personal computer, calculator and copier. Must be familiar with one or more word processing programs.

3.5 Secretary (advanced)

Typical duties: answering 1-6 incoming lines; formats, composes, and types correspondence and other documents from rough draft or transcription. Must type 50 wpm, use personal computer, calculator, copier, transcription equipment. Must be proficient with word processing programs, including Word (current versions) and spreadsheet and presentation software packages.

3.6 Account Clerk

Typical duties: performing accounting functions such as reconciliations, accounts payable and receivable; input of financial data. Use of personal computer, adding machine/calculator, spreadsheet software.

3.7 Laborer

Typical duties: Lift up to 60 lbs. loading and unloading of file boxes or other similar items, furniture moving, digging, raking and other associated physically demanding outdoor work.

4.0 Submittal Requirements

To be considered responsive, each proposal must include, at minimum, the following:

4.1 A letter of transmittal, signed by an authorized person of the company indicating their desire to provide the services and that they shall meet the Minimum Requirements listed in Section 2.0.

4.2 A brief company profile, including information that demonstrates the Proposer's ability to provide the County with the required services. Similar information must be presented for any subcontractor(s) that may provide services under this contract.

4.3 A detailed proposal describing how the required services will be provided to the County.

4.4 A fee schedule, using the form provided at the end of Section 6.0. Please follow the instructions in Section 6.0 when filling out the form, and include the completed form as part of the proposal.

4.5 A list of the staff people who would be assigned to handle the County's account, with a brief statement of each person's professional background and qualifications.

4.6 A description of the proposer's methods of recruiting, testing, and compensating temporary employees. Include information regarding quality control procedures, training, screening techniques, (including background checks), and job placements.

4.7 A description of the proposer's efforts to recruit a diverse workplace.

4.8 Customer survey, included in this proposal, that is sent by the vendor to their customers who in turn submit directly to the County Purchasing Office.

4.9 An explanation of the proposer's billing procedures, and a description of any reporting options that will be available to the County, such as quarterly usage tallies, annual cost totals, etc.

5.0 Evaluation of Proposals

5.1 The evaluation of the proposals will consist of three parts. The Requirement List 2.0 provides a list of minimum requirement items that all providers must meet in order to be considered for further evaluation. The submitted proposal must indicate that the requirements will be met or not with any noted exceptions.

5.2 The second phase will consist of responsive proposals being evaluated in descending order of importance. The highest rated firms from this evaluation may be asked to attend an interview with the evaluation team.

Area Rated

- i) Capacity/ability and methodologies to provide the required services
- ii) Training provided to staff
- iii) Diversity practices and methodology
- iv) Customer surveys
- v) Fee proposal

5.3 As applicable, the interviewed firms will be evaluated in the following descending order. The highest-ranked proposer will be recommended for award.

Area Rated

1. Company capacity, ability and experience to perform job requirements
2. Communication skills/style and interpersonal skills during interview process and professionalism.

6.0 COST PROPOSAL

Instructions to proposers: complete this form, detach, and return it as part of your proposal submission.

State the fixed hourly rate, including all related fees, taxes, etc. that the County would be expected to pay, for each of the following temporary employee classifications:

- 1) Clerk/Receptionist \$ _____
- 2) Data Clerk \$ _____
- 3) Secretary (Basic) \$ _____
- 4) Secretary (Advanced) \$ _____
- 5) Account Clerk \$ _____
- 6) Laborer \$ _____

In the event that the County hires a temporary employee supplied by proposer into that position, state the amount of time, in days, that the employee must remain on proposer's payroll.
_____ days

Vendor may indicate any additional information regarding fees, billing options, discounts, etc. that you wish the County to consider in evaluating your proposal.

VENDOR INFORMATION

Company Name

Authorized Signature

Printed Name and Title

Address

Telephone/Fax Number

Email Address

Federal Tax ID Number

INDEPENDENT CONTRACTOR AGREEMENT (hereinafter the "Agreement") made this 1st day of May, 2013,

BETWEEN

(hereinafter the "Independent Contractor"),

AND

COCONINO COUNTY, a political subdivision of the State of Arizona, of 219 East Cherry Avenue, Flagstaff, Arizona 86001, (hereinafter the "County");

WHEREAS:

- A. The County has a need for an Independent Contractor to provide Temporary Staffing Services, (hereinafter, the Services) and;
- B. The County issued RFP 2013-110 in order to obtain the Services;
- C. The Independent Contractor provides these Services;
- D. The Independent Contractor successfully submitted the highest rated proposal;
- E. The County wishes to employ the Independent Contractor for these services according to the terms and conditions of this agreement

THEREFORE, in consideration of their mutual promises set out herein, the Independent Contractor and the County agree as follows:

I. Scope of Work

The successful Independent Contractor shall provide qualified temporary employees, upon request, to work at various County locations performing duties in accordance with the worker classifications in section 3.0. The hours and duration of each work assignment may vary.

Worker Classifications

The following five classifications describe the various types of temporaries most frequently requested by County departments. These are not formal in-house County position titles. These classifications pertain only to temporary employees, and each classification represents a set of skills that might be associated with a range of County positions. The purpose of creating these generalized classifications is to simplify the process of requesting and supplying temporary replacements for a wide range of County positions. Before filling out the cost proposal form on the following page, carefully read each classification and determine the fixed hourly cost,

including all taxes, fees, etc. which the County would be expected to pay for a temporary employee with the appropriate qualifications.

Clerk/Receptionist

Typical duties: answering 1-6 incoming lines; filing; copying; sorting; matching reports; opening mail; greeting public.

Data Clerk

Typical duties: same as Clerk/Receptionist, plus entering information into a computer, using CRT with 10-key pad in addition to standard keyboard.

Secretary (basic)

Typical duties: answering 1-6 incoming lines; data input; typing memos, reports, and correspondence from rough draft. Must type 40 wpm, use personal computer, calculator and copier. Must be familiar with one or more word processing programs.

Secretary (advanced)

Typical duties: answering 1-6 incoming lines; formats, composes, and types correspondence and other documents from rough draft or transcription. Must type 50 wpm, use personal computer, calculator, copier, transcription equipment. Must be proficient with word processing programs, including Word and Wordperfect (current versions) and spreadsheet and presentation software packages.

Account Clerk

Typical duties: performing accounting functions such as reconciliations, accounts payable and receivable; input of financial data. Use of personal computer, adding machine/calculator, spreadsheet software.

Laborer

Typical duties: Lift up to 60 lbs. loading and unloading of file boxes or other similar items, furniture moving, digging, raking and other associated physically demanding outdoor work.

II. Compensation

The County will compensate the Independent Contractor for all services outlined in Attachment A.

III. Term of Agreement

The term of this Agreement shall be from the date of signing through June 30, 2014. The County may renew the contract, at its own discretion, up to four additional one year terms.

IV. Termination of Agreement

Either party may terminate this Agreement, with or without cause, by giving thirty (30) days written notice to the other party. In that event, the terminate date shall be the thirtieth (30th) day after furnishing proper notice to the other party. The Independent Contract shall be paid for any work completed up to the date written notice of termination is sent to the other party by first class mail.

V. Insurance

The Independent Contractor will provide and maintain and cause its sub-contractors to provide and maintain appropriate insurance acceptable to the County.

A. In no event will the total coverage be less than the minimum insurance coverage specified below:

1. Commercial General Liability in an amount not less than One Million Dollars (\$1,000,000) per occurrence/Two Million Dollars (\$2,000,000) aggregate.
2. Automobile Liability in an amount not less than One Million Dollars (\$1,000,000) per occurrence.
3. A Certificate of Insurance for workers' compensation coverage or Sole Proprietor Waiver, if the Independent Contractor has no employees. If a Certificate of Insurance is provided, the insurer must agree to waive all rights of subrogation against the County, its officers, agents, employees and volunteers for losses arising from work performed by the Independent Contractor for the County.

B. The Independent Contractor will name the County, its agents, officials and employees as additional insureds, and workers compensation, if any, and will specify that the insurance afforded by the Independent Contractor is primary insurance and that any insurance coverage carried or self-insurance by the County, any department or any employee will be excess coverage and not contributory insurance to that provided by the Independent Contractor. Said policy must contain a severability of interest provision. County reserves the right to continue payment of premium for which reimbursement will be deducted from amounts due or subsequently due Independent Contractor.

C. If a policy does expire during the life of the Contract, a renewal certificate must be sent to the County fifteen (15) days prior to the expiration date.

D. Upon the execution of this Agreement by the Independent Contractor, the Independent Contractor will furnish the County with copies of the Certificates of Insurance drawn in conformity with the above insurance requirements. The County reserves the right to request and receive certified copies of any or all of the above policies and/or endorsements. Failure on the part of the Independent Contractor to procure and maintain the required liability insurance and provide proof thereof to the County within ten (10) days following the commencement of a new policy, will constitute a material breach of the Agreement upon which the County may immediately terminate the Agreement.

E. The Independent Contractor will comply with statutory requirements for both workers' compensation and unemployment insurance coverage during the term of this Agreement. A Certificate of Insurance for workers' compensation coverage, or Sole Proprietor Waiver, will be provided within ten (10) days of signing this Agreement. The insurer must agree to waive all rights of subrogation against the County, its officers, agents, employees and volunteers for losses arising from work performed by the Independent Contractor for the County.

VI. Indemnification

The Independent Contractor will at all times, to the fullest extent permitted by law, indemnify, keep indemnified, defend and save harmless the County and/or any of its agents, officials and employees from any and all claims, demands, suits, actions, proceedings, losses, costs and/or damages of every kind and description, including any attorney's fees and/or litigation expenses, which may be brought or made against or incurred by the County on account of loss of or damage to any property or for injuries to or death of any person, caused by, arising out of, or contributed to, in whole or in part, by reason of any alleged act, omission, professional error, fault, mistake, or negligence of the Independent Contractor, its employees, agents, representatives, or subcontractors, their employees, agents, or representatives in connection with or incidental to the performance of this Agreement or arising out of Workers' Compensation claims, Unemployment Compensation claims, or Unemployment Disability Compensation claims of employees of the Independent Contractor and/or its subcontractors or claims under similar such laws or obligations. The Independent Contractor's obligations under this paragraph do not extend to any liability caused by the sole negligence of the County or its employees.

VII. Independent Contractor's Status

The Independent Contractor will operate as an independent contractor and not as an officer, agent, servant, or employee of the County.

- A. The Independent Contractor will be solely responsible for the acts and omissions of its officers, agents, servants, and employees. As an independent contractor, the Independent Contractor is responsible for the payment of all applicable income and employment taxes and for providing all workers' compensation insurance required by law.
- B. The Independent Contractor has no authority to enter into contracts or agreements on behalf of the County. This Agreement does not create a partnership between the parties.

VIII. Immigration and Scrutinized Business

Pursuant to A.R.S. 44-4401, Coconino County, as a political subdivision of the State of Arizona, is required to include in all contracts the following requirements:

- A. The Independent Contractor and each of its subcontractors warrant their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with A.R.S. Section 23-314A.
- B. A breach of warranty under paragraph (a) above shall be deemed a material breach of the contract and is subject to penalties up to and including termination of the contract.
- C. The County retains the legal right to inspect the papers of the Independent Contractor or any of its subcontractors who work on the contract to ensure that Independent Contractor or its subcontractor(s) is complying with the warranty provided under paragraph (a) above.
- D. In accordance with A.R.S. §35-391.06, the Independent Contractor hereby certifies that the Independent Contractor does not have scrutinized business operations in Iran or the Sudan or with any party on the list of parties excluded from Arizona procurement.
- E. The Independent Contractor further certifies that it is in compliance with the Export Administration Act and not on the Excluded Parties List.
- F. False certifications may result in the termination of this contract.

IX. Non-Appropriation of Funds

Notwithstanding any other provisions in this Contract, this Contract may be terminated if the County's governing body does not appropriate sufficient monies to fund its obligations herein or if grant funds are terminated or reduced for the purpose of maintaining this Contract. Upon such termination, the County shall be released from any obligation to make future payments and shall not be liable for cancellation or termination charges.

X. Amendment and Entirety of Contract

This document constitutes the entire agreement between the parties with respect to the subject matter hereto and supersedes all previous proposals, both oral and written, negotiations, representations, commitments, writings, agreements and other communications between the parties. It may not be changed or modified except by an instrument in writing signed by a duly authorized representative of each party.

XI. Records

The Independent Contractor will:

A. Submit all reports and invoices specified in this Agreement.

B. Retain and contractually require each subcontractor to retain all data and other records relating to the acquisition and performance of this Agreement (hereinafter the "Records") for a period of five (5) years after the termination or completion of this Agreement. If any litigation, claim, dispute or audit is initiated before the expiration of the five (5) year period, the Records will be retained until all litigation, claims, disputes or audits have been finally resolved. All Records will be subject to inspection and audit by the County at reasonable times. Upon request the Independent Contractor will produce a legible copy of any or all Records.

XII. Approval by the County

Before this Agreement can become effective and binding upon the County, it must be approved by the County Board of Supervisors. In the event that the Board of Supervisors fails or refuses to approve this Agreement, it will be null and void and of no effect whatsoever.

XIII. Waiver

The failure of either party at any time to require performance by the other party of any provisions hereof will in no way affect the party's subsequent rights and obligations under that provision. Waiver by either party of the breach of any provision hereof will not be taken or held to be a waiver of any succeeding breach of such provision or as waiver of such provision itself.

XIV. Non-assignment

This Agreement is non-assignable. Any attempt to assign any of the rights, duties or obligations of this Agreement is void.

XV. Cancellation of Agreement

This Agreement may be cancelled by the County pursuant to A.R.S. §38-511.

XVI. Non-discrimination

The Independent Contractor will comply with State Executive Order No. 2009-09 and all other applicable Federal and State laws, rules and regulations prohibiting discrimination.

XVII. Notice

Any notice given in connection with this Agreement must be given in writing and delivered either by hand to the party or by certified mail-return receipt to the party's place of business as set forth above.

XVIII. Choice of Law

Any dispute under this Agreement or related to this Agreement will be decided in accordance with the laws of the State of Arizona.

XIX. Severability

If any part of this Agreement is held to be unenforceable, the rest of the Agreement will nevertheless remain in full force and effect.

XX. Authority

Independent Contractor warrants that the person signing below is authorized to sign on behalf of Independent Contractor and obligate Independent Contractor to the above terms and conditions.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date hereinbefore indicated.

INDEPENDENT CONTRACTOR

COCONINO COUNTY

Elizabeth Archuleta
Chairwoman, Board of Supervisors

ACKNOWLEDGED before me
by _____ as _____
of and for _____
on this ____ day
of _____, 2013.

Approved as to form:

Notary Public

Deputy County Attorney