

**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: May 24th, 2017 at 2:00 PM FOR

RFP NUMBER: **2017-109**

**ITEM: Coconino County Workforce Development Board One Stop Operator
Program Years 2017-2019**

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) 679-7191 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 14 DAYS PRIOR TO THE DUE DATE 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.
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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.)
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3. List any convictions or civil judgments under state or federal antitrust statutes.
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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.
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5. List any prior suspensions or debarments by any government agency.
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6. List any contracts not completed on time.
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7. List any penalties imposed for time delays and/or quality of material and workmanship.
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8. List any documented violations of federal or state labor laws, regulations, or standards, occupational safety and health rules.
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9. In accordance with A.R.S § 41-4401, Offeror hereby warrants its compliance with the Federal Immigration and Nationality Act (FINA), all other Federal immigration laws and regulations related to the immigration status of its employees, and A.R.S. §23-214 which requires every employer, after hiring an employee, shall verify the employment eligibility of the employee through the e-verify program and shall keep a record of the verification for the duration of the employee's employment or at least three years, whichever is longer.

I, _____, as _____
Name of Individual Title & Authority

Of _____, declare under oath that
(Company Name)

The above statements, including any supplemental responses attached hereto, are true.

Signature

State of _____

County of _____

Subscribed and sworn to before me on this _____ day of _____

20 ____ by _____ representing him/herself to be
_____ of the company named herein.

Notary Public

My Commission Expires

**Coconino County
Request for Proposals 2017-109**

**Workforce Development Board
One Stop Operator Program Years 2017-2019**

1.0 Purpose of this Request for Proposals

The purpose of this Request for Proposals (RFP) is for the Coconino County Workforce Development Board to identify qualified providers for One Stop Comprehensive Center Operator under Title I of the Workforce Innovation and Opportunity Act of 2014 (Public Law 113-128). Responses to this RFP will be evaluated, ranked and Operators selected by the Workforce Development Board to recommend to the Coconino County Board of Supervisors. Respondents selected as One Stop Operators will be expected to assume the position when approved by the Coconino County Board of Supervisors. The term of this contract will be for one year with four renewable one year options.

Coconino WDB has allocated \$30,000.00 from Title I and may increase amount when other Core Partners participate in the funding for the OSO.

Entities which have been debarred are restricted from applying in accordance with 29 CFR, Part 98 (July 1, 2014).

2.0 Scope of Services

Areas of service are One Stop Comprehensive Centers in Coconino County.

A One Stop Operator must coordinate across one-stop partners and service providers. Duties may include:

- i. Coordinate the service delivery of the required One Stop Partners and service providers.
- ii. Create a monthly calendar for Comprehensive One Stop Partners.
- iii. Convene and conduct monthly cross-training for One Stop Partners and providers.
- iv. Provide monthly reports on activities to WDB Director and a quarterly report to the Coconino Workforce Development Board.
- v. Increase the number of partners providing services at the One Stop, three each year.
- vi. Coordinate work assignments with partners and service providers.
- vii. Must have ability to access AJC/Data.
- viii. Prefer the successful bidder have an Arizona physical site.
- ix. Other duties as assigned

3.0 Submittal Requirements

3.1 Eligible Applicants

Any private for-profit business entity, private non-profit corporation or public entity may apply.

It is the responsibility of all applicants to be familiar with and, if awarded a contract, comply with the Workforce Investment Act (Public Law 105-220) and the Workforce Innovation and Opportunity Act of 2014 (Public Law 113-128) and applicable rules, regulations, and guidance, as they currently exist or may be hereafter modified or supplemented.

3.2 Program Overview/Executive Summary

Provide a brief description of the proposed WIOA One Stop Operator services you will be able to provide. What particular experience makes you a qualified candidate? What approach or approaches would you practice as One Stop Operator? What other strengths do you have to serve as a One Stop Operator? Someone unfamiliar with the WIOA should be able to read this and have a good understanding of the overall approach.

Note: As mandated in WIOA the One Stop Operator may not assume the duties and responsibilities of the Coconino County WDB or elected officials.

3.3 Program Goals/Performance

Provide a description of the Coconino County One Stop Comprehensive Center Partners and the role they play in meeting the WIOA stated purpose and Coconino County Workforce Development Board Mission. Describe your proposed services as One Stop Operator. What outcomes will be accomplish in terms of coordination to better serve employers and job seekers? If possible, your response should provide proposed quantitative (numeric) performance goals that address increased customer service and increased coordination. Describe expected qualitative outcomes and the proposed tools for measuring them, such as customer satisfaction surveys and progress reports.

3.4 Program Activities/Methodology

Outline your plan of action to achieve the goals stated in Section above. Describe the process for assessing One-Stop coordinated services. Outline a strategy for how you will coordinate One Stop Center services which will be provided throughout Coconino County (off reservation).

3.5 One Stop Comprehensive Center Location

Provide the address and facility name(s) where services will be delivered.

3.6 Agency Capacity

Describe your agency's experience coordinating and/or providing services in a One Stop Comprehensive Center and working with disadvantaged, special populations, and education, training, and/or employment programs

Cite recent, specific examples of participation in the in One Stop System environments where you coordinated and/or delivered services. Provide job title or description of One Stop Operator in charge and other staff available during 3.7One Stop Comprehensive Center hours of operation.

What is the organization's capacity to perform necessary program and Management Information Systems functions and, if necessary, cover costs of rent, phone, utilities, and other administrative costs?

3.7 Agency Expertise

Describe any experience in the Comprehensive One Stop Operations during the past 5 years. Explain how the proposed program will be managed. Describe staffing and staff roles, including staff for One-Stop participation. List key staff, such as director and their relevant experience who will participate in the successful One Stop Operator functions. Provide an organizational chart for the program in your appendix. You may also include resumes for key staff in your appendix or, if a key staff person has not yet been hired, a job description showing the expected qualifications for the position

The One Stop Operator proposer must possess AJC/Data Security Clearance.

3.8 Collaboration, Letter of Commitment and Leveraged Resources

Please list the Core Partners and the services they will provide under this RFP. Describe how the Coconino County One Stop Operator functions will ensure collaboration and coordination of the WIOA Core Partner Programs to deliver employer and job seeker services efficiently, the WIOA stated purpose and Coconino County Workforce Development Board Mission.

Collaboration includes such things as leveraging resources, client referrals, sharing of information, coordination of activities, curricula, schedules, or use of resources, joint planning, shared costs or resources, and shared responsibility for service delivery. Please list the additional Partners and their resources that will collaborate with you, briefly describe the nature of the collaboration, state how it will benefit employers and job seekers and increase the cost-effectiveness of WIOA funds.

3.9 Supplementary Information and Certifications

A. Before Final approval Proposer may be requested to submit all or part of the following:

- Applicant Articles of Incorporation, if applicable
- Agency Mission Statement
- List of Board of Directors, if applicable
- Certification of Intent to Participate in the One-Stop System

B. Selected applicants will be required to submit the following certifications

- Debarment and Suspension
- Lobbying
- Drug Free Workplace
- Certificate of Insurance
- Most recent audit
- Documentation that fingerprinting and background check have been performed for staff working with youth age 18 or less

- Equal Employment Opportunity
- Americans with Disabilities Act

4.0 PROPOSAL PROCESS AND SELECTION AWARD COMPLIANCE ASSURANCES

The Coconino County Workforce Development Board selection process of the One Stop Operator Selection complies with applicable WIOA competitive selection requirements: The Coconino County Workforce Development Board reserves the right to reject the proposal response of any persons or corporations who have previously defaulted on any contract with Coconino County or who have engaged in conduct that constitutes a cause for debarment and/or suspension.

One Stop Operator selection shall be made by the Coconino County Workforce Development Board OSO Selection Committee and shall be based primarily on the total score from individual ranking-sheets. Recommendations will be reviewed and approved by the Coconino County Workforce Development Board. One Stop Operator recommendations will then be forwarded to the Coconino County Board of Supervisors for final selection.

The Coconino County Workforce Development Board may require the proposers selected to participate in negotiations, and to submit technical, or other revisions of their proposals as may result from negotiations. Coconino County Workforce Development Board shall hold all proposals submitted in confidence pending completion of awards and negotiations.

Selection of One Stop Operators is subject to fund availability from the US Department of Labor to fund One Stop Career Centers.

The Coconino County Workforce Investment Area reserves the right to:

- (i) Automatically renew selection for four additional one year terms without issuing an RFP;
- (ii) Issue subsequent modifications to One Stop Operator Agreement subject to US Department of Labor Regulations;
- (iii) Accept or reject any or all of the proposals received and to cancel in part or in its entirety this request if it is in the best interest of the County to do so;
- (iv) Negotiate necessary adjustments in proposed service activities.
- (v) Direct One Stop Operator to implement changes in accordance with State directives made to comply with the Workforce Innovation and Opportunity Act and applicable regulations.

Any respondent wishing to appeal any decision made must follow the appeal process as established by the Coconino County Workforce Development Board. Appeals may be made only for an alleged violation of the proposal review process, which resulted in discrimination or unfair consideration and must be submitted in writing. When an appeal is made, the Coconino County Workforce Development Board may make the following determinations:

- (i) There was compliance with applicable procedural requirements.
- (ii) Any deviation from applicable requirements was not substantive and did not significantly affect the results. A recommendation of changes to be adopted for future RFP review process is in order.

(iii) There was a deviation from applicable procedural requirements, which may have materially affected the outcome

4.1 Compliance Assurances

One Stop Operators shall work with Core Partners to ensure that employer and participant records are confidentially maintained and kept for five (5) years, as required by USDOL.

4.2 Insurance

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

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

A. Commercial General Liability occurrence version in an amount not less than One Million Dollars (\$1,000,000) per occurrence/Two Million Dollars (\$2,000,000) aggregate. The policy shall include coverage for bodily injury, property damage, personal injury and products and completed operations and shall include the following;

General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal and Advertising Injury	\$1,000,000
Fire Legal Liability	\$50,000
Each Occurrence	\$1,000,000

B. Automobile Liability in an amount not less than One Million Dollars (\$1,000,000) combined single limit (CSL) per occurrence to include either any auto or scheduled, owned, hired, and or non-owned vehicles. Such insurance shall include coverage for loading and unloading hazards, or per State of Arizona requirements for personal vehicles.

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.

C. The Independent Contractor will name the County, its agents, officials and employees, and volunteers as additional insureds for general liability including premises/operations, personal and advertising injury, products/completed operations, and as additional insured for automobile liability, 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 policies 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.

D. 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.

E. 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.

F. 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.

4.3 Compliance with Laws

Selected One Stop Operators shall comply with all federal, state, and local laws, rules, regulations, standards and Executive Orders as required by DOL and DES.

Any such applicable legal authority, including but not limited to the provisions of WIOA and regulations adopted thereunder, shall be incorporated into the agreement by reference and, to the extent inconsistent with any provision of this RFP or the selection, shall supersede and be substituted for the inconsistent provision.

5.0 PROPOSAL EVALUATION CRITERIA

Each proposal will be scored independently by each rater according to the following criteria below, shown in descending order of importance.

- Collaboration, Letter of Commitment and Leveraged Resources
- Agency Expertise/ Methodology, including program goals and performance
- Agency Capacity

RFP 2017-109	
PY 2017-2019 Workforce Innovation and Opportunity Act	
One Stop Operator Proposal	
Legal name of the entity submitting this proposal:	
Address:	
Telephone Number:	Fax Number:
Name of contact person for this proposal:	
Contact person telephone number:	Contact person fax number:
Contact person e-mail address: (Required)	
Proposed One Stop Operator Location	
Total WIA/WIOA funds requested:	Not Applicable
To the best of my knowledge and belief, all of the information in this proposal is true and correct. The document has been authorized by the governing body of the proposer and the proposer will comply with the attached assurances if funding is awarded.	
Typed name of President or Chief Executive Officer:	
President or Chief Executive Officer signature:	Date signed:

The successful provider will be asked to enter into an agreement similar to the below draft Agreement.

INDEPENDENT CONTRACTOR AGREEMENT (hereinafter the "Agreement") made this day of _____, 2017,

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 Coconino County Workforce Development Board has a need for providers for One Stop Comprehensive Center Operators under Title I of the Workforce Innovation and Opportunity Act of 2014 (hereinafter, the Services) and;
- B. The County issued RFP 2017-109 in order to obtain the Services, and;
- C. The Independent Contractor submitted a qualified proposal, and;
- D. The parties wish to contract with each other according to the following terms and conditions.

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

I. Scope of Work

The Scope of Services include, but are not limited to:

- Coordinate the service delivery of the required One Stop Partners and service providers.
- Create a monthly calendar for Comprehensive One Stop.
- Convene and conduct monthly cross-training for One Stop Partners and providers.
- Provide monthly reports on activities to WDB Director and a quarterly report to the Coconino Workforce Development Board.
- Increase the number of partners providing services at the One Stop, three each.
- Coordinate work assignments with partners and service providers.
- Must have ability to access AJC/Data.

II. Compensation

Per proposal

III. Term of Agreement

The term of this Agreement shall be from July 1, 2017 through June 30th 2018. Upon mutual consent of the parties, this Agreement may be renewed for 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 occurrence version in an amount not less than One Million Dollars (\$1,000,000) per occurrence/Two Million Dollars (\$2,000,000) aggregate. The policy shall include coverage for bodily injury, property damage, personal injury and products and completed operations and shall include the following;

General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal and Advertising Injury	\$1,000,000
Fire Legal Liability	\$50,000
Each Occurrence	\$1,000,000

2. Automobile Liability in an amount not less than One Million Dollars (\$1,000,000) combined single limit (CSL) per occurrence to include either any auto or scheduled, owned, hired, and or non-owned vehicles. Such insurance shall include coverage for loading and unloading hazards, or per State of Arizona requirements for personal vehicles.

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, and volunteers as additional insureds for general liability including

premises/operations, personal and advertising injury, products/completed operations, and as additional insured for automobile liability, 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 policies 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 will operate as an independent entity and none of the employees of the independent contractor are to be considered employees of Coconino County. Independent contractor employees are not eligible for Coconino County group health insurance or other benefits.

C. The independent contractor will be solely responsible for offering health insurance to its employees as required by the Affordable Care Act, and for any penalties charged to it by the Internal Revenue Service for noncompliance with the Affordable Care Act.

D. In performance of services within this contract, the independent contractor shall determine his/her necessary hours of work. Contractor shall provide whatever tools; equipment, vehicles, and supplies Contractor may determine to be necessary in performance of services hereunder. Contractor may establish offices in such locations within or outside Arizona, as Contractor may determine to be necessary for the performance of services hereunder, and shall be responsible for all expenses of operation of said office, including expenses incurred in hiring employees and assistants to Contractor.

E. 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. Force Majeure

Independent Contractor will not be liable for any unforeseen acts or events that prevent it from performing its obligations under this Agreement, if beyond the control of the party despite exercise of due diligence, including, but not limited to, delays caused by fire, flood, earthquake, landslide, washouts, storm damage, acts of war or terrorism, unavailability of materials or supplies, epidemics, labor strikes, civil disturbances, insurrections, riots, explosions, and acts of God.

IX. Immigration and Scrutinized Business

Pursuant to A.R.S. § 41-4401, 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. § 23-314(A).

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 an 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. False certifications may result in the termination of this contract.

X. 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.

XI. 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, representation, 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.

XII. 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 (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.

XIII. Approval by the County

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

XIV. 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.

XV. Non-assignment

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

XVI. Cancellation of Agreement

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

XVII. Non-discrimination

The Independent Contractor will comply with A.R.S. § 41-1461 *et seq.* and State Executive Order No. 2009-09, as well as all other applicable Federal and State laws, rules and regulations prohibiting discrimination.

XVIII. 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.

XIX. 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.

XX. 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.

XXI. 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.

XXII. Certification Pursuant to A.R.S. § 35-393.01

Pursuant to the requirements of A.R.S. § 35-393.01(A), the Independent Contractor hereby certifies that the Independent Contractor is not currently engaged in a boycott of

Israel. The Independent Contractor further certifies that no wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of the Independent Contractor (if any) are currently engaged in a boycott of Israel. Independent Contractor further and additionally agrees that for the duration of this Contract, neither Independent Contractor, nor any wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of Independent Contractor (if any) shall engage in a boycott of Israel.

For purposes of this Section, "boycott of Israel" shall mean engaging in a refusal to deal, terminating business activities, or performing other actions that are intended to limit commercial relations with Israel or with persons or entities doing business in Israel or in territories controlled by Israel, if those actions are taken either: (a) in compliance with or adherence to calls for a boycott of Israel other than those boycotts to which 50 U.S.C. § 4607(c) applies; or (b) in a manner that discriminates on the basis of nationality, national origin or religion and that is not based on a valid business reason.

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

(Name of Independent Contractor in CAPS) COCONINO COUNTY

By _____
(Name and title)

By _____
Elizabeth Archuleta
Chair, Board of Supervisors

ACKNOWLEDGED before me
by (Name) as (title) of and for
(Independent Contractor) on
this ____ day of _____, 20__.

ATTEST

Clerk of the Board

Approved as to form:

Notary Public

Deputy County Attorney