

**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: **2017-108**

Item **Joint Land Use Study (JLUS) for the United States Naval Observatory
Flagstaff Station, Arizona Army National Guard, Camp Navajo and
Coconino County, Arizona**

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.

A pre-proposal meeting will be held on Wednesday May 10th at 11:00 am at the Community Development Department, Thomas Auditorium, 2500 N. Ft Valley Rd, Flagstaff, AZ 86001

Wendy Escoffier, Clerk
Board of Supervisors
Coconino County, Arizona

INSTRUCTIONS TO PROPOSERS

1. **PROPOSALS SHALL BE SUBMITTED WITH ONE ORIGINAL AND SIX 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. Electronic 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.

- 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.

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



RFP 2017-108

**Joint Land Use Study (JLUS)
For
United States Naval Observatory Flagstaff Station,
Arizona Army National Guard, Camp Navajo and
Coconino County, Arizona**

1.0 INTRODUCTION

Coconino County, Arizona is seeking a consultant to support the preparation of a Joint Land Use Study (JLUS) for Naval Observatory Flagstaff Station (NOFS) and Camp Navajo. The Department of Defense Office of Economic Adjustment (OEA) provides grants to state and local governments to conduct a JLUS to support the long-term sustainability and operability of the military installation complex.

The purpose of this JLUS is to create a community-driven, cooperative, strategic planning process among NOFS, Camp Navajo, and the surrounding communities to:

- Promote community development that is compatible with the military training, testing, and operational missions; and,
- Seek ways to reduce operational impacts on adjacent lands.

2.0 JLUS PLANNING PROCESS

This JLUS is a locally driven, cooperative, strategic planning process that includes stakeholders near active military installations. The JLUS process is designed to preserve military readiness and defense capabilities while supporting continued economic development and diverse community values.

The JLUS planning process, including data collection and analysis, may consider, but not be limited to, the following military mission compatible use factors, as applicable:

- a. Affordable housing
- b. Air quality
- c. Airborne noise

- d. Airspace and land restrictions
- e. Bird/Wildlife Aircraft Strike Hazard (BASH)
- f. Communication and coordination
- g. Cultural resources
- h. Current and future restricted air space
- i. Endangered species and critical habitat
- j. Energy compatibility and availability
- k. Lighting
- l. Public Safety Concerns
- m. Security of military force and anti-terrorism
- n. Urban growth
- o. Spectrum encroachment
- p. Unexploded ordnance and munitions

Potential tools to address compatible use factors:

- a. Building codes/construction standards
- b. Capital Improvement Programs (CIP)
- c. Code enforcement
- d. Comprehensive/General/Master Plans
- e. Deed restrictions/covenants
- f. Forest research and education, health and restoration
- g. Hazard mitigation plans
- h. Legislative tools
- i. Memoranda of Understanding (MOU)
- j. National Environmental Policy Act (NEPA)
- k. Partnership with non-governmental organizations
- l. Property acquisition
- m. Real Estate Disclosures
- n. Recreation and Open Space
- o. Transportation
- p. Wildfire safety
- q. Wildlife habitat connectivity
- r. Zoning ordinance
- s. Military influence areas
- t. Base planning

2.1 OUTCOME

This Joint Land Use Study will result in a final report containing recommendations and an Implementation Strategy.

3.0 JLUS STUDY AREA

The study area is called the "the Area of Interest" (AOI) in this JLUS planning process. The area of study boundaries were developed in consultation with military installations and stakeholders. The boundaries include an area five miles to the west and south of Camp Navajo and at least a two-and-a-half mile radius from observatories.

The area of interest encompasses approximately 479,505 acres within the City of Flagstaff and Coconino County (See AOI map at Attachment A). The AOI includes all of the City of Flagstaff and extends approximately 17.5 miles west from the city's western boundary to include the development within the Coconino County communities of Parks and Bellemont along Interstate-40.

The AOI also extends to the Coconino County communities of Winona to the east; Kachina Village and Mountainaire to the south; and, Humphreys Peak in the Coconino National Forest, Kachina Peaks Wilderness, and Sunset Crater Volcano National Monument to the north.

The AOI includes the entire Flagstaff Metropolitan Planning Organization (FMPO) planning area. The FMPO coordinates regional transportation and land use planning. The FMPO boundary is important for planning purposes because the Flagstaff Regional Plan 2030 (Regional Plan) applies to the 525-square-mile FMPO planning area.

The AOI map also includes lighting zones as defined by City of Flagstaff and Coconino County Ordinances:

Zone I: all areas, within Coconino County, located within two-point five (2.5) miles of the following locations:

- a. within seven (7) miles of the Hall telescope at Lowell Observatory on Anderson Mesa;
- b. within seven (7) miles of the Kaj Strand telescope at the U.S. Naval Observatory;
- c. within seven (7) miles of the boundary of Rogers Lake Natural Area.

Zone II: all areas, within Coconino County, outside of more than two point-five miles yet less than seven (7) miles from the locations listed in Zone 1, yet within the following locations:

- a. within fifteen (15) miles of the Hall telescope at Lowell Observatory on Anderson Mesa;
- b. within fifteen (15) miles of the Kaj Strand telescope at the U.S. Naval Observatory;
- c. within fifteen (15) miles of the boundary of Rogers Lake Natural Area.

Zone III: all other areas within Coconino County outside of Zones I and II that are located within the AOI.

The AOI also extends to the Coconino County communities of Winona to the east; Kachina Village and Mountainaire to the south; and, Humphreys Peak in the Coconino National Forest, Kachina Peaks Wilderness, and Sunset Crater Volcano National Monument to the north.

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COCONINO COUNTY, ARIZONA, established in 1891, is located in the north central part of Arizona and is the second largest county by land area in the 48 contiguous states, covering 18,661 square miles.

CITY OF FLAGSTAFF, ARIZONA, established in 1882, is a city in northern Arizona with a population of approximately 68,000 that serves as the county seat.

UNITED STATES NAVAL OBSERVATORY, FLAGSTAFF STATION (NOFS), is located five miles west of Flagstaff and comprised of approximately 290 acres. The U.S. Naval Observatory, under the Commander of the Joint Chiefs of Staff, operates NOFS as a dark-sky astronomical observation site. NOFS conducts accurate observations of the position of stars to form the basis for star catalogs and reference frames for celestial navigation and orientation of space systems. The NOFS also maintains Precise Time and Time Intervals reference used across the Department of Defense. The NOFS mission involves the analysis and interpretation of astrometric and photometric observations. Dark night skies are critical to its missions.

ARIZONA ARMY NATIONAL GUARD, CAMP NAVAJO serves as an active duty and Reserve Component maneuver training site for all Military Departments. The installation encompasses 28,255 Army-owned acres operated by the Arizona Army National Guard as a training site and Defense commodity storage depot. Camp Navajo is the only Tier II Maneuver Training Center installation in Arizona and considered a premier high-altitude training center. The installation offers training to meet any organizational need, spanning across the Joint Interagency, Intergovernmental, and Multinational (JIIM) environment. Camp Navajo is approximately 12 miles west of Flagstaff and 1.5 miles southeast of NOFS. The installation is near Bellemont and surrounded by the Coconino and Kaibab National Forests, State of Arizona Trust Lands, and small private land holdings.

The AOI involves diverse stakeholders, including but not limited to the U.S. Forest Service (USFS), National Park Service (NPS), Arizona State Land Department (ASLD), Department of Defense (DOD), BNSF Railway (BNSF), Coconino County, City of Flagstaff, and private landowners.

There is a diversity of land ownership within the Area of Interest, including: 354,590 acres of national forest land managed by the U.S. Forest Service; 27,620 acres of State Trust land; 52,764 acres of private land; 3,253 acres of County land; and, 6,005 acres of City of Flagstaff land.

There are a variety of development patterns including the urban center of Flagstaff, suburban development within the City and County rural development in the County, and undeveloped lands within the Coconino and Kaibab National Forests. The lands immediately adjacent to the NOFS are predominantly managed by the ASLD and the USFS.

4.0 JLUS ORGANIZATIONAL STRUCTURE

Coconino County, Arizona is serving as the JLUS Study Sponsor and coordinating entity. It has established a JLUS Policy Committee comprised of elected officials from the City of Flagstaff and Coconino County, the astronomy community, military installations, local and state agencies, and other stakeholders. Due to unique levels of community involvement, Flagstaff and the surrounding communities participate in an engaged and robust community involvement practice by which involving as many stakeholders as possible early in any planning process allows for a more effective project implementation. This practice emphasizes diversity, inclusivity and varying interests among multiple study areas.

Policy Committee Voting Member Organizations:

Organization
NAU School of Forestry, Director
AZ State Land Department
County Supervisor, District 1
City of Flagstaff, Council Member
Navajo Nation President
Development Community
City of Flagstaff, Mayor
AZ Game and Fish
Lowell Observatory
Hopi Tribe, Chairman
Association of Realtors, President
Development Community
Home Owner’s Association Chair
ADOT District Engineer
Local business owner
AZDEMA Camp Navajo, Operations Director
Kaibab National Forest, Supervisor
W.L. Gore
County Supervisor, District 3

Military Affairs Commission
Economic Collaborative, Vice President
Friends of Flagstaff’s Future, Director
Coconino National Forest, Supervisor

Ex-officio members

AZDEMA, Sustainability Manager
USNO, CPLO
U.S. Army/AZDEMA
USNO, Director
Camp Navajo Garrison Commander
AZ Army National Guard

A JLUS Technical Work Group(s) [or JLUS Technical Committee(s)] will serve as an advisory body to the JLUS Policy Committee to assist with data gathering and technical review and input throughout the study process. Some members of the policy committee have taken a tour of Camp Navajo and future tours may be necessary.

All JLUS Policy Committee meetings are open to the public and notice will be provided for all meetings. JLUS Technical Work Group/Technical Committee meetings are not open to the public.

Responses to the Request for Proposal (RFP) shall include, but not be limited to, a detailed JLUS work plan that will:

- Provide an overall timeline and milestones necessary to complete the JLUS;
- Develop a comprehensive Communication Plan for all stakeholders;
- Identify specific activities that will be accomplished each month;
- Identify staffing and number of hours devoted to each activity; and,
- Describe the work products/deliverables for each activity.

5.0 SCOPE OF WORK

5.1 Task 1: Project Initiation and Administration

This task includes making any necessary refinements to the JLUS work plan and administration of the study to ensure coordination with the JLUS Study Sponsor (Coconino County) and committees. The consultant will hold a meeting with the JLUS Policy Committee at the beginning of the study to review the JLUS project, goals and objectives, and to seek feedback, including information about conflicts with the military installation missions/activities.

5.1.1 Work Plan Refinement

The consultant will meet with the JLUS Study Sponsor to review and refine, as needed, the JLUS work plan and make any necessary adjustments that will not impact the overall budget and scope of the project. The consultant will present the final work plan to the JLUS Policy and Technical Committees for approval.

5.1.2 Administration and Management

The consultant will have primary responsibility for the following:

- a. Schedule all committee and public meetings;
- b. prepare meeting notices, agendas, minutes, handout materials, maps, and any other presentation items to accomplish the study objectives;
- c. provide written monthly status reports that detail work in progress, work accomplished, and funds expended (Progress reports are due each month).
- d. provide written work products and verbal JLUS committee briefings at the conclusion of each major phase of the study; and,
- e. if necessary, update the work plan and JLUS milestone completion dates.

5.1.3 Project Coordination

The JLUS Project Lead is Neal Young, Coconino County Deputy County Manager. Mr. Young will coordinate all communication with federal, state, and local agencies and elected officials. All JLUS information, including progress reports, meeting agendas and materials, presentations, and draft and final reports will be provided to Coconino County staff and Policy Committee members prior to JLUS Policy Committee review and prior to public release. Upon completion of the JLUS project, all maps (including GIS shape files), data, and reports shall be provided in paper and electronic formats and shall become the property of Coconino County.

5.1.4 Coordinate Meetings

The consultant will have the primary responsibility of organizing and convening the JLUS Policy Committee meetings with Coconino County playing a supporting role.

5.1.5 Interim Findings and Preliminary Recommendations

The consultant will present the data and analysis; information about existing and anticipated conflicts between community development and military operations; proposed strategies to mitigate and/or eliminate identified conflicts; and, other preliminary recommendations to local governing bodies for review and comment.

5.1.6 Final Recommendations

The consultant will present final JLUS draft recommendations to local jurisdiction governing bodies before the Policy Committee takes formal action.

5.1.7 Final Report Review & Approval

The consultant will present the final JLUS report to the Policy Committee for review and approval.

5.2 Task 2: Stakeholder and Public Involvement

Public participation is an integral part of the JLUS planning process to ensure decisions are made in consideration of and benefit to public needs and preferences. Early and continuous public involvement is required to bring diverse viewpoints and values into the decision-making process.

The Consultant will support an installation tour, including outlying facilities as appropriate. The purpose of the installation-led tour is for the JLUS Policy Committee and JLUS Technical Working Group members gain a more comprehensive understanding of the military missions, issues, and constraints imposed through incompatible development.

This process enables participants to make more informed decisions through collaborative efforts and builds mutual understanding and trust among stakeholders and the general public. Successful public participation is a continuous process consisting of a series of activities and actions to inform stakeholders and to obtain input from them and is considered to be a critical task.

Conducting meaningful public participation involves seeking public input at specific and key points in the decision-making process, where such input has a real potential to help shape final decisions or sets of actions. Public participation activities will provide more value when they are open, relevant, timely, and appropriate for the intended goal of the public involvement process. Public participation activities will provide a balanced approach with all stakeholders represented and include measures to seek out and consider the needs of all stakeholders.

5.2.1 Proposed Communication Plan and Public Involvement Strategy

The consultant will prepare a Communication Plan that covers the key tasks during the JLUS planning process. The consultant will present the plan before the Policy Committee for input and final approval. The Communication Plan will include the identification of stakeholders, specific schedules, and communication tools to provide planning information to the following groups:

- a. Elected officials
- b. JLUS stakeholders
- c. Target groups (including but not limited to major landowners, neighborhood associations, employers, homebuilders, real estate industry, etc.)
- d. Media
- e. General public

The Communication Plan will include a project website as well as a variety of communication tools to facilitate early and continuing outreach to the above groups, such as but not limited to: periodic newsletters, media releases/media kits, periodic fact sheets, social media, etc. The consultant shall maintain a contact list of interested parties and communicate with them throughout the study by mail and/or email.

The Consultant will initiate and maintain a project website which will minimally include but not be limited to:

- a. Language translation and/or resource referral for prominent area languages including Navajo, Hopi and Spanish
- b. A tool/resource referral for audio and/or visually impaired stakeholders

5.2.2 Public/Elected Officials

The consultant will reach out to elected officials and participating jurisdictions who will ultimately be responsible for reviewing JLUS recommendations and considering implementation strategies. The consultant may need to brief the relevant elected officials and non-elected officials about the purpose and goals of the JLUS planning process, as needed.

5.2.3 Enhanced Community Participation

Coconino County covers a large geographic area affecting multiple jurisdictions. Therefore, the consultant should provide a description for conducting an enhanced community participation plan to increase community participation during the JLUS. This task is intended to:

- a. Establish broad stakeholder engagement and public involvement in the JLUS planning process;
- b. Compress the time required to complete the JLUS and begin development of implementation tools; and,
- c. Develop project ownership to ensure participating agencies and jurisdictions carefully consider JLUS recommendations and implementation strategies/tools.

5.2.4 Public Meetings

The consultant will hold public meetings throughout the study to educate the public about the purpose of the JLUS, the JLUS planning process, JLUS recommendations, and to seek input from the public. At a minimum, public meetings will be held at the following key intervals:

- Project Initiation

The Consultant will hold a meeting before the JLUS Policy Committee at the beginning of the study to explain the JLUS project, goals and objectives. Public comments will be sought, including any conflicts with the installation or military operations, and recommendations for analysis.

- Interim Findings and Preliminary Recommendations

Consultant will present the results of data collection and analysis, information about existing and anticipated future conflicts between community development and military operations, proposed strategies to mitigate and/or eliminate identified conflicts, and other preliminary recommendations. Public comments will again be solicited with emphasis on the implementation strategies.

- Final Recommendations

Prior to the JLUS Policy Committee and participating jurisdictions taking any formal actions, the Consultant will present the final JLUS report, including recommendations, and an Implementation Plan. Consultant responsibilities related to public meetings include:

- a. Schedule appropriate meeting locations, dates, and times in consultation with the Study Sponsor and JLUS Policy Committee;
- b. Notify the public, including citizens, businesses, elected officials, appropriate local branches of national organizations, and other interested parties;
- c. Prepare press releases and media kits that highlight the purpose and desired outcomes of the public meetings and coordinate with the Study Sponsor on press release distribution;
- d. Arrange for any special accommodations to ensure compliance with the Americans with Disabilities Act and/or non-English speaking participants. Contact information for translation services for Navajo, Hopi and Spanish languages as well as audio and visually impaired translation services shall also be provided on the website.
- e. Present key study findings (which may include draft reports, maps and other materials) to the public, elected officials, and other interested parties, and solicit public comment during and after meetings;
- f. Prepare agendas, handouts, presentations, maps, comment forms, and other materials to inform the public about the study and solicit their comments; and,
- g. Maintain records of all public comments received (verbal and written), including a meeting summary or minutes.

5.3 Task 3 – Data Collection, Inventory and Mapping

This task includes the collection of all relevant data from the installation(s), participating jurisdictions, and other entities or sources in order to conduct the analysis phase of the JLUS planning process. The consultant will present data and mapping to the JLUS Policy Committee, JLUS Technical Working Group(s), and the public and publish the findings on the JLUS project website. Data collection will include, but not be limited to:

- a. GIS layers depicting land use plan and/or zoning designations
- b. GIS layers depicting non-conforming uses
- c. GIS layers of proposed development
- d. GIS layers of proposed capital improvement plan/projects
- e. GIS layers of sensitive biological and/or cultural resource areas
- f. GIS layers of agriculture suitability factors
- g. GIS layers of special resources areas, i.e. aquifer recharge zones, wetlands, wellhead protection zones, etc.
- h. GIS layers of City and County lighting zones
- i. GIS layers of noise contours for military operations
- j. GIS layers of military flight operations
- k. GIS layers of military explosive arcs.
- l. GIS layers depicting military operation line of site corridors
- m. GIS layers of commercial airport flight paths in the study area
- n. GIS layers depicting land-based mobility corridors and regional transportation system.
- o. GIS layers depicting floodplains
- p. GIS layers depicting important geological features
- q. Compile population forecasts from participating jurisdictions.
- r. Compile and create GIS layers depicting projected population growth trends.
- s. Compile and review local, State, and Federal regulatory framework for community development.
- t. Compile and review military documents to map footprint for military operations, and any other pertinent documents.
- u. Identify policies and regulations that govern development, such as energy production, natural gas storage, or oil drilling. Consultant shall coordinate with the City of Surprise and Arizona State University to ensure there is no duplication effort with their project to facilitate the siting of renewable energy projects throughout the state of Arizona.
- v. Identify policies and regulations that govern the siting of alternative energy projects, transmission lines, natural gas storage and pipelines, or oil drilling.
- w. Identify critical habitats and corridors.

5.4 Task 4: Survey/Interview Stakeholders

This task includes surveying/interviewing stakeholders and presenting the findings to the JLUS Policy Committee, JLUS Technical Working Group(s), and the public and publishing them on the JLUS project website, as follows:

- a. Interview participating local government staff and elected officials.
- b. Interview agency staff.
- c. Interview military staff.
- d. Interview private property owners.
- e. Compile interview results to define opportunities and constraints.

5.5 Task 5: Conflict/Compatibility Analysis

- a. Identify areas of current land use conflict, type of conflict, and impact.
- b. Identify areas of future potential conflict, type of conflict, and impact.
- c. Identify areas where land use is compatible and ensure long-term compatibility.
- d. Identify both land and air mobility corridor conflicts, type of conflict, and impact.
- e. Identify conflicts relating to potential development such as Arizona property laws, legal responsibilities/encumbrances, energy production, natural gas storage, or oil drilling, etc.

5.6 Task 6: Conflict Resolution Strategies

- a. Develop conflict resolution strategies for current conflict areas.
- b. Develop conflict resolution strategies and timeline for future conflict areas.
- c. Develop conflict resolution strategies to support compatible land uses.
- d. Identify and prepare model planning tools and techniques to guide compatible development.
- e. Identify and draft model land use regulations – local and state.
- f. Develop recommendations for transportation infrastructure for future military mission needs, and relate to transportation requirements for future development. Ensure these recommendations are coordinated with appropriate local state and/or federal transportation organizations responsible for transportation planning.
- g. Develop a tool box (proposed policies, regulations, ordinances, agreements, etc.) to address existing incompatibility issues and guide future compatible development that protects and preserves military readiness/defense capabilities while supporting continued community economic development, incentives and diverse community values.
- h. Provide JLUS Policy Committee, stakeholders, and the public an opportunity to review potential solutions and provide feedback.
- i. Develop a process at the local level for the participating municipalities and State of Arizona to work with Camp Navajo, Naval Observatory Flagstaff Station, Department of Defense Siting Clearinghouse, and other Federal agencies to support compatibility between development of regional renewable energy resources and military operations, including test and training activities. The Department of Defense Siting Clearinghouse requirements and standards published in Title 32, Code of Federal Regulations, Part 211 shall advise and guide the process to facilitate the early submission of renewable energy project proposals to the Clearinghouse for military mission compatibility review. Consultant shall coordinate with the City of Surprise and Arizona State University to ensure there is no duplication effort with their project to facilitate the siting of renewable energy projects throughout the state of Arizona.

5.7 Task 7: Prepare Study Report

5.7.1 Draft Plan

- a. Compile conflict resolution strategies.
- b. Develop short-, mid-, and long-term priorities.
- c. Develop an appropriate Implementation Plan for JLUS recommendations. The plan will recommend actions for Federal, state, local, non-governmental agencies.
- d. The consultant will identify appropriate responsible parties, timelines, estimated costs, and appropriate financing mechanisms to implement the recommendations.
- e. Develop a monitoring plan and recommend an organizational structure and process that promotes continued cooperation among JLUS participants on compatibility and viability issues after completion of the JLUS project.
- f. Develop metrics for measuring plan effectiveness.
- g. Present preliminary recommendations to local jurisdictions for review and comment.
- h. Release draft plan for public presentation and comment.
- i. Compile comments to the draft plan and incorporate/update as necessary.

5.7.2 Final Joint Land Use Study Report

- a. Present the final JLUS report, containing applicable recommendations, to participating local jurisdictions, for final review, before the Policy Committee takes any formal action.
- b. Present the final JLUS report to the Policy Committee review and final approval.
- c. Deliver the completed JLUS documents to Coconino County.

5.7.3 Project Deliverable

The consultant will provide 40 printed copies of a comprehensive final report to Coconino County for distribution to Policy Committee members who have requested a print copy, as well as an electronic copy for future reproduction and distribution, as needed. The final report shall include an Executive Summary, Implementation Plan, and all work products from Tasks 1-7.2 appropriately tabbed and indexed. All appropriate maps, survey instruments, financial analyses and other documents shall be included.

5.7.4 Project Overview

JLUS project deliverable shall include a four-page maximum Project Overview to post on the OEA website. The Project Overview shall include a description of military operations, graphic display of study area and military operations footprint, identify community organization structure and participants, summary of compatible use issues, and primary JLUS recommendation highlights.

A disclaimer statement will appear on the title page of the Joint Land Use Study, or any other OEA-funded deliverable. It will read:

“This study was prepared under contract with Coconino County with financial support from the Office of Economic Adjustment, Department of Defense. The content reflects the views of the Coconino County JLUS Policy Committee and does not necessarily reflect the views of the Office of Economic Adjustment.”

5.8 RESOURCE DOCUMENTS TO SUPPORT THE JLUS PLANNING PROCESS

The following resources are available to help support the JLUS study. These resources include, but are not limited to:

Coconino County Comprehensive Plan 2016 Adoption
Coconino County Zoning Code 1982
City of Flagstaff Regional Plan 2030 2014 Adoption
City of Flagstaff Zoning Code 2011 Adoption
Coconino County Area Plans
Camp Navajo Army Compatible Use Buffer Proposal
City of Flagstaff SLEDS (Street Lighting for Enhancing Dark Skies) Report 2017
Centennial Trust
4Forest Restoration Initiative Environmental Impact Study 2013
Kaibab National Forest Plan 2014 Adoption
Coconino National Forest Plan 1987 Adoption
Arizona Army National Guard Statewide Operational Noise Management Plan (March 2011)
Naval Observatory Flagstaff Station Encroachment Action Plan (2008) Public version

6.0 GENERAL TERMS and CONDITIONS

6.1 Type of Contract

The contract will be for a eighteen (18) month period **and must be completed by November 30, 2018**. If a contract is entered into as a result of this RFP, the contract will include all necessary information/work items, as required in the Scope of Work to produce all deliverables. The contract will be funded with the Department of Defense, Office of Economic Adjustment and Coconino County and must comply with federal-aid and state-aid project requirements.

This RFP is issued by Coconino County. All inquiries and requests for information from the County related to this RFP must be submitted in writing

Coconino County Purchasing
Scott Richardson, CPPO
srichardson@coconino.az.gov
928.679.7191

Verbal inquiries or requests for information shall not be made of County staff. Any attempt on the part of a consultant or any of its employees, agents or representatives to contact County staff or elected officials with respect to this RFP, other than as described above, may lead to disqualification.

6.2 Addenda to the RFP

Any changes to the RFP, if made, will be made only by an addendum duly issued. A copy of such addendum will be posted on the County's website: www.coconino.az.gov/purchasing. The County will not be responsible for any other explanation or interpretation of the proposed RFP made or given prior to the award of the contract. Sole issuing authority of addenda shall be vested in the County. Respondents shall acknowledge receipt of all addenda in their proposal.

6.3 Pre-Proposal Questions

All questions related to the meaning or interpretation of this RFP shall be submitted in writing only by Tuesday May 16th, 2017. The County shall provide a copy of all the questions and answers by Friday May 19th and will be posted on the County's website.

6.4 Cost Liability

The County assumes no responsibility or liability for costs incurred by any prospective consultant prior to the signing of a contract by all parties.

6.5 News Releases

Any news release(s) pertaining to this RFP or the services, study, data or project, to which it relates, will not be made without prior written County approval, and then only in accordance with the explicit written instructions from the County.

6.6 Disclosure

All information in a consultant's proposal and any contract resulting from this RFP are subject to disclosure under the provisions of the "Freedom of Information Act," 1976 Public Act No. 442, as amended, MCL 15.231, et seq.

6.7 Independent Price Determination

A proposal will not be considered for award if the price in the proposal was not arrived at independently without collusion, consultation, communication, or agreement as to any matter relating to such prices with any other bidder or with any other competitor. The consultant must include a certified statement in the proposal certifying that the price was arrived at without any conflict of interest as described in the paragraph above. Should a conflict of interest be detected any time during the contract, the contract shall be null and void and the consultant shall assume all costs of this project until such time as a new consultant is selected.

6.8 Rejection of Submittal

The County reserves the right to reject any, all or part(s) of responses and to waive defects in responses. Responses received after the deadline and/or received unsigned will not be considered for award and shall be considered void and unacceptable. The County is not responsible for lateness or non-delivery of mail, carrier, etc. The responses will be date/time stamped when received, and this will be considered to be the official time of receipt. No electronic or faxed versions will be accepted.

6.9 Award of Contract Based on Best Value

Receipt of any response to this RFP shall under no circumstances obligate the County to accept the lowest dollar proposal. The award of this Contract shall be made to the respondent whose response will provide the goods or services sought at the **best value** for the participants identified as stakeholders in this RFP, taking into consideration the relative importance of price and the other evaluation factors set forth in this Request for Proposal.

6.10 Response Withdrawal

A response may not be withdrawn or canceled by the Respondent for up to sixty (60) days after the time set for the RFP opening date.

6.11 Consideration of Response

All responses meeting the intent of this RFP will be considered for award. Respondents taking exception to the specifications, or offering substitutions, shall state these exceptions by attachment as part of the proposal. The absence of such a list shall indicate that the respondent has not taken exceptions, and shall bind the Respondent to perform in strict accordance with the specifications in this RFP. The County reserves the right to accept any, all or none of the exception(s) / substitution(s) deemed to be in the best interest of the County.

6.12 Assurance of Compliance

For Equal Employment Opportunity and Small and/or Minority Business Enterprise Requirements, the respondent agrees that if this submittal is accepted, he/she will not engage in employment practices which have the effect of discriminating against employees or prospective employees because of race, color, religion, national origin, sex, age, handicap, or political belief or affiliation.

6.13 Minimum Requirements

A prospective respondent must affirmatively demonstrate that the respondent will provide goods or services at the **best value for the stakeholders**, based on the criteria provided herein. A prospective respondent must meet the following minimum requirements:

- a. Have adequate financial resources, or the ability to obtain such resources as required;
- b. Demonstrate the ability to deliver the specified services / products / deliverables;

- c. Be able to comply with the required or proposed delivery schedule;
- d. Have a satisfactory record of performance;
- e. Have a satisfactory record of integrity and ethics; and
- f. Be otherwise qualified and eligible to receive an award.

6.14 Other Information

The County may request representation and other information sufficient to determine respondent's ability to meet these minimum standards.

7.0 SUBMITTAL REQUIREMENTS

Please provide the following:

7.1 Cover Page and Summary

Name of Applicant

Signature of Authorized Representative Contact Person: Name, Title

Contact information: Mailing Address, email address, telephone number, fax number

Prefacing the response, include a summary of your response in brief, concise terms and expected benefits of the response to the County.

7.2 Technical Proposal

Provide a description of the methodology, work product, and schedule for completing each element of the scope of work. A proposal should be prepared simply and economically, providing a straightforward, concise description of the consultant's ability to meet the requirements of the RFP. Please use a comb binder, not three ring binders. Colored displays, promotional material, and similar ornamental features should not be included. Emphasis should be on completeness and clarity of content.

7.2.1 Business Organization

- a. State the full name and address of the Respondents organization and, if applicable, the branch office or subordinate element that will perform or assist in performing the work. Indicate whether you operate as an individual, partnership or corporation. If as a corporation, include the state in which you are incorporated.
- b. Provide samples of management reports to be provided to the County.

7.2.2 Consultant Qualifications and Prior Experience

Provide a listing of the principal officers of the organization including name, title, and length of experience with the Respondent organization.

Include as a part of your proposal a brief statement concerning the recent experience of the persons from your firm who will be actively engaged in the JLUS project tasks. Do not include

firm experience unless persons who will work on this project participated in that experience, and clearly state his/her role.

In addition to specific technical capabilities required of the consultant to perform this project, it is desired that the consultant project manager have detailed knowledge and experience that can be applied to an overall understanding of military training installations and operations.

7.2.3 References

The County requests respondents to supply a list of at least three (3) references with whom their firm supplied like services within the last five years. It is preferred that the list identify municipalities that are customers of respondent. For each reference include the name of the firm/entity; address, contact employee of firm/entity, with telephone number and email address; what services were or are provided to this reference; and how long your firm has provided this service to the reference entity.

7.2.4 Key Personnel

Include specific background information on key individuals who will be assigned to the project from your firm. In addition, include roles and responsibilities. The background information on these individuals should emphasize their experience relative to project requirements. The proposed key personnel must be the personnel assigned to the project. Key people are defined as those people whose qualifications and experience are essential to providing quality services. The project team means the personnel assigned by the consultant and the sub consultant(s) who are responsible for the completion of the services.

Please provide resumes for key project personnel.

The contract for this project will contain a provision that the consultant may not replace key people without prior written approval from the County. A violation of this provision may be considered a breach of the contract, and the County may terminate the contract.

Sub-consultants must be identified and are subject to approval by the County. Qualifications and background information is required as specified in the “Key Personnel” (see above).

7.2.5 Project Management

The consultant’s Project Manager must be readily accessible to County personnel. Response to this RFP should include a proposal to address and clarify all aspects of project administration, quality assurance, variation and change control, contract deliverables, budget and cost control, schedule control, and internal/external coordination.

a. The County Project Manager shall be the official contact person for the consultant. The consultant must either address or send a copy of all project correspondence to the County Project Manager. This includes all verbal contact records. The County Project Manager shall be made aware of all communications regarding this project.

b. The consultant will update the County Project Manager on a monthly basis with a progress report that clearly reflects progress, timeliness and budget.

c. The consultant will attend any project-related meetings as directed by the County Project Manager.

d. The consultant will maintain a project record which includes a history of significant events (changes, comments, etc.) which influenced the development of the JLUS report and receipt of information.

7.2.6. Notification of Changes

The consultant shall notify the County Project Manager whenever discoveries or new information has the potential to require changes in the scope, limits, quantities, or costs of the project.

7.2.7 Project Schedule and Staff Allocation

Provide a detailed project plan that shows the milestones or tasks deliverables and timeline. Include the number of hours allocated for each staff person for each task for the duration of the contract.

7.3 Price Proposal Instructions

Please submit the Price Proposal in a separate envelope clearly marked “**PRICE PROPOSAL**”. The consultant’s name should be identified on the front of the envelope.

7.3.1 Price proposal shall contain a Breakdown of the following per Task:

- a. Name, Title and Hours of each Staff involved in Task
- b. Total Labor Costs
- c. Total Direct Costs
- d. Total Task Cost
- e. Percent of Budget

7.3.2 Combined Costs of all Tasks

- a. Total Hours
- b. Corresponding Rate per Staff
- c. Subtotal per Task
- d. Total Combined Labor Costs
- e. Total Combined Direct Costs
- f. Total Budget

7.3.3 Bid Form - Example Format (see Attachment A)

This form may be completed or vendor may format their own similar fee/budget form as long as all of the same information is included. Any costs not identified here, but will be charged, must be added by the vendor.

7.3.4 Sub Consultants:

If Sub Consultants are contained in the Response please provide the following:

Provide all in 7.3.1 and 7.3.2

8.0 PROJECT TIMELINE

The following is the anticipated timeline for the JLUS Study:

2nd quarter, 2017:

- Publish RFP.
- RFP responses due.
- Conduct interviews and select consultant. Begin contract negotiations.
- Finalize contract negotiations.
- Contract approval by JLUS Sponsor

3rd quarter 2017:

- Conduct JLUS Kickoff Meeting.
- Task 1: Project Initiation
- Task 2: Stakeholder & Public Involvement

4th quarter 2017:

- Task 3: Data Collection, Inventory Mapping

1st quarter 2018:

- Task 4: Survey and interview Stakeholders

2nd quarter 2018:

- Task 5: Conflict Compatibility Analysis
- Task 6: Conflict Resolution Strategies

3rd – 4th quarter 2018:

- Task 7: Draft and Final JLUS Study Report.

8.1 Deliverables

- Project deliverables will include the JLUS Final Report and Implementation Plan
- Public Participation Plan
- JLUS Overview for OEA Website

9.0 SELECTION PROCESS

The County is requesting proposals from qualified consultants to complete the Joint Land Use Study. The Consultant selection process will comply with the procurement standards in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart A, and Section 200.318 General Procurement Standards. The County will target consultants that have provided similar services to other military installations across the country. Best value will be a factor in the consultant selection process. The County will manage the consultant contract(s).

9.1 Selection of Award

Proposals will be evaluated by the County staff and will recommend a short list of the most qualified consulting teams or firms to the JLUS Policy Committee. Staff, plus policy committee members will observe the short listed vendor interviews/presentations. A recommendation for award will be forwarded to the Policy Committee. Once the consultant is chosen and authorized to proceed, it will be expected to immediately assist in developing a final scope of service and contractual agreement which will be presented to the County Board of Supervisors for approval. The County reserves the right to waive any irregularity in any submittal or reject any or all proposals.

9.2 Evaluation Criteria

Submittals will be reviewed and respondents will be evaluated according to the following evaluation criteria shown in descending order of importance:

- Project understanding and proposed methodology for completing tasks described in the Scope of Work of this RFP.
- Experience on similar projects with similar size and scope of community.
- Familiarity with relevant Federal, State and local planning and development laws and regulations.
- Qualifications of proposed project team, including resumes and references for similar projects.
- Estimated project cost (submitted in a separate sealed envelope – will be opened for short listed vendors only)

A Review Committee will select the top three written proposals for interviews with travel costs incurred by interviewees (respondents).

10.0 Concluding Remarks

This section shall contain any elaboration regarding the requested service or the items of information that the proposing party feels important to a clear understanding of the proposed service and/or capabilities.

STAFF NAME & TITLE	TASK 1: PROJECT INITIATION	TASK 2: STAKEHOLDER & PUBLIC	TASK 3: DATA COLLECTION, INVENTORY MAPPING	TASK 4: SURVEY AND INTERVIEW STAKEHOLDERS	TASK 5: CONFLICT COMPATIBILITY ANALYSIS	TASK 6: CONFLICT RESOLUTION STRATEGIES	TASK 7: DRAFT AND FINAL JLUS STUDY REPORT	TOTAL HOURS	CORRESPONDING RATE	SUBTOTAL
John Doe, Project Manager	2	-	-	-	-	-	-	2	\$ 125	\$ 250
Total Labor Hours	2	-	-	-	-	-	-	2		
Costs Total										
Direct Costs										
Total Task Cost										
Percent of Total	%	%	%	%	%	%	%			100%
TOTAL									\$	

Exhibit A Bid Form

Independent Contractor Information

RFP 2017-108

Company Name

Address

City / State / Zip

Authorized Signature

Printed Name and Title

Telephone/Fax

Date

E-mail Address

Federal Tax ID #

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 County has a need for an Independent Contractor to provide professional consulting services relating to a Joint Land Use Study (hereinafter, the Services), and;
- B. The County issued RFP 2017-108 in order to obtain the Services, and;
- C. The Independent Contractor submitted the successful proposal, and;
- D. The parties wish to contract with each to provide the Services 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

Final Scope TBD from successful proposal

II. Compensation

The compensation to be paid to the Independent Contractor shall be (TBD).

III. Term of Agreement

The term of this Agreement shall be from the date of approval by the Board of Supervisors through November 30th

IV. Termination of Agreement

Either party may terminate this Agreement, with or without cause, by giving ninety (90) days written notice to the other party. In that event, the termination 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:

- i. 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

- ii. 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.
- iii. 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.
- iv. Professional Liability (if applicable) in an amount not less than One Million Dollars (\$1,000,000) per occurrence/One Million Dollars (\$1,000,000) aggregate with a retroactive liability date (if applicable to claims made coverage) the same as the effective date of the contract or earlier. The policy shall contain an Extended Claim Reporting Provision of not less than two years following termination of the policy.

B. The Independent Contractor will name the County, its agents, officials, 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. 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.

XI. 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.

XII. 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.

XIII. 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.

XIV. 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.

XV. 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.

XVI. Non-assignment

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

XVII. Cancellation of Agreement

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

XVIII. 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.

XIX. 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.

XX. 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.

XXI. 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.

XXII. 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.

XXIII. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

XXIV. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or sub recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

XXV. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part

5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- XXVI. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or sub recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or sub recipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
- XXVII. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and sub grants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- XXVIII. Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- XXIX. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such

disclosures are forwarded from tier to tier up to the non-Federal award.

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 _____
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

Notary Public

Approved as to form:

Deputy County Attorney

My Commission Expires