PIMA COUNTY NOTICE OF REQUEST FOR PROPOSALS (RFP)

Solicitation Number: 302841  Title: Living River of Words Instructors

DUE IN AND OPENS: JULY 17, 2018 AT OR BEFORE 2:00 P.M. LOCAL ARIZONA TIME (MST)

Submit Proposal to:
Pima County Procurement Department
130 West Congress, 3rd Floor,
Tucson, Arizona 85701

Pre-Proposal Conference:
JULY 9, 2018 AT 11:00 A.M. LOCAL ARIZONA TIME (MST)
Pima County Procurement Department
130 West Congress, 3rd Floor
Tucson, Arizona 85701

SOLICITATION: Pima County (“County”) is soliciting proposals from Offerors qualified, responsible and willing to provide instruction on watersheds and wetland habitats through a multi-disciplinary series of science investigations and the practice of poetry and visual arts to children ages K-12. Services in compliance with all solicitation specifications and requirements contained or referenced herein.

You may download a full copy of this solicitation at www.pima.gov/procure/ifbrfp.htm by selecting the solicitation number. Offerors are required to check this website for addenda prior to the closing date and time of the solicitation to assure that the proposal incorporates all addenda. Prospective Offerors may also pick up a copy, Monday through Friday excluding legal holidays, 8 am to 5 pm LOCAL ARIZONA TIME (MST), at the address listed above.

County will hold a Pre-Proposal Conference for the purpose of clarifying requirements and answering prospective offeror questions. It is the responsibility of Prospective Offerors to familiarize themselves with all requirements of the solicitation and to identify any issues at the conference. Attendance is optional and encouraged. Participation is also available via conference call. Offerors that wish to receive this accommodation must contact the Procurement Officer listed in the solicitation at least two business days before the Pre-Bid Conference is held. Attendance is optional and encouraged.

Offerors must submit proposals as defined in the Instructions to Offerors, in accordance with the Standard Terms and Conditions, and all solicitation documents either referenced or included herein. Failure to do so may be cause for County to reject a proposal as non-responsive.

Offerors must complete and return those documents identified in Section 6, Submission of Proposals of the Instruction to Offerors document.

Offerors may not withdraw proposals for sixty (60) days after opening except as allowed by Pima County Procurement Code.

Bonds are not required.

OFFERORS ARE REQUIRED TO READ THE ENTIRE SOLICITATION, INCLUDING ALL REFERENCED DOCUMENTS, ASSURE THAT THEY ARE WILLING AND ABLE TO COMPLY, AND TO INCORPORATE ALL ASSOCIATED COSTS IN THEIR PROPOSAL.

County will not accept verbal requests for clarifications or interpretations. Offerors must submit any requests in writing to County’s Procurement Department, Attention: Denise Waldo, Fax: 520-791-6505, email: denise.waldo@pima.gov.

All submittals must reference the Solicitation Number and Title. County may not answer any Questions that Offerors submit within 8 days of the solicitation Due Date/Time.

Mail/deliver proposals to the following address: Pima County Procurement Department, 130 W. Congress, 3rd Floor, Tucson, AZ 85701

Denise Waldo
Procurement Officer

Publish: The Territorial: June 29, July 2, 3 and 5, 2018
INSTRUCTIONS TO OFFERORS

1. PREPARATION OF RESPONSES:
Offerors must make all proposals using the forms contained in this package. Offerors must print or typewrite all prices and notations. **No erasures are permitted.** Offerors may cross out errors and print in ink or typewrite corrections adjacent to the error and the person signing the proposal will initial any such correction. Pima County (“County”) prefers typewritten responses.

2. GENERAL SPECIFICATIONS & DEVIATIONS:
The specifications included in this solicitation intend to identify the kind and quality of goods and/or services to be provided without being unnecessarily restrictive, and to allow Offeror to provide the information needed for the development of consistent and comprehensive proposals.

Failure to perform appropriate research, discovery, examine any drawings, specifications, and instructions will be at the offeror’s sole risk.

Items included in Offeror's proposal must meet the specifications and requirements set forth by the solicitation.

Deviation requests must be submitted with proposal and must specifically document and clearly illustrate the deviation to the particular specification or the requirement set forth by this solicitation and fully explain the requested deviation’s impact on the end performance of the item. Acceptance or rejection of deviation request is at the sole discretion of County in accordance with the Pima County Procurement Code.

County may consider conditional proposals that do not conform to or that request exceptions to the published solicitation and addendums as non-responsive and County may not evaluate them.

3. OFFERORS MINIMUM QUALIFICATIONS:
In order for County to evaluate and consider proposals for award, they must be **Responsive and Responsible.** “Responsive” means that the submitted proposal documents conform in all material respects to the requirements in the solicitation. “Responsible”, means that offerors document and substantiate their capability to fully perform all requirements of the solicitation. Factors include and may not be limited to experience, integrity, perseverance, reliability, capacity, facilities, equipment, credit and any other matter necessary to provide the performance that the solicitation requires.

Offeror must certify that they possess the minimum qualifications contained in **Exhibit A: Minimum Qualifications Verification Form (1 Page).** Offeror must provide the requested documents that substantiate their satisfaction of the Minimum Qualifications. Failure to provide the information required by these Minimum Qualifications and required to substantiate responsibility may be cause for County to reject the offeror’s proposal as **Non-Responsive and/or Non-Responsible.**

4. EVALUATION AND AWARD CRITERIA:
Pima County will evaluate proposals that are **Responsive and Responsible** as defined above.

**Evaluation Criteria**
Offeror should respond in the form of a thorough narrative to each specification as guided by the Questionnaire. The evaluation panel will evaluate the narratives along with required supporting materials and award points accordingly. Offerors must not modify the forms in this RFP.

The evaluation committee will assign points to each proposal submitted based on the following evaluation criteria:

(REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK)
Oral Presentation
County will use a Two Step evaluation process for this solicitation. During the initial phase, Offerors will submit only the Offer Agreement, Minimum Qualifications Verification Form, Questionnaire and Letters of Reference and Sustainability Practices. County will evaluate the submitted responses to identify the top ranked offerors likely to receive an award.

Presentations will be held on July 31, 2018 the NRPR Environmental Education Office, 3572 East River Road, Tucson, Arizona. Procurement will notify finalists the week before of their oral presentation time.

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<thead>
<tr>
<th>CRITERIA</th>
<th>CRITERIA DESCRIPTION</th>
<th>MAXIMUM POINTS</th>
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<tbody>
<tr>
<td>A</td>
<td>Experience</td>
<td>40</td>
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<td>Offerors should include in their proposals documentation describing prior experience at teaching children in outdoor and classroom settings and present a clear and concise description of approaches employed in outdoor fine art, poetry writing or digital photography instruction for K-3 grade, grades 4-8, and/or grades 9-12. See Exhibit B: Questionnaire, B. Experience. County will base points for the company experience on documented successful experience on similar projects and engagements.</td>
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<td>B</td>
<td>Project Plan</td>
<td>20</td>
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<td>Offerors should include in their proposals the modifications he/she would make to the Living River of Words lesson plans for the 30 - 45 minute field study trip activity and follow-up lessons in the classroom to best meet the teaching objectives for the disciplines the responder has elected to teach (Drawing and Painting, Poetry Writing, Photography). See Exhibit B: Questionnaire, B. Project Plan. County will base points for the project plan on the quality and thoroughness of the project plan.</td>
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<td>C</td>
<td>Letters of Reference</td>
<td>9</td>
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<td>Offeror should provide two (2) professional references documenting the offeror’s ability and expertise in providing similar services to those requested in this solicitation. Failure to provide the required number of references may be cause for County to reject the offeror’s proposal as Non-Responsive. County will base points for the references on the offeror’s work for its clients receiving similar services to this solicitation.</td>
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<td>D</td>
<td>Sustainability</td>
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<td>Offerors should provide vendors’ operating practices and materials handling directed at waste prevention, recycling, and minimizing overall impact on the environment. See Exhibit C: Sustainability. County will base points for sustainability philosophy and practices.</td>
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Total Possible Points for Phase 1 70

EVALUATION CRITERIA | CRITERIA DESCRIPTION                                                                                                                                                                                                 | MAXIMUM POINTS |
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<td>E</td>
<td>Presentation</td>
<td>30</td>
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<td>Offerors should provide an oral presentation, lasting15-20 minutes, to the evaluation panel describing how he/she would adapt the existing LROW Lesson plans for Field Study trip and classroom lessons to best meet lesson plan program objectives.</td>
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Total Possible Points for Phase 2 30

Total Possible combined Phase 1 and Phase 2 100

County reserves the right to request additional information and/or clarification. Any clarification of a proposal will be in writing. Recommendation for award will be to the responsible and responsive Offerors whose proposals County determines to be the most advantageous taking into consideration the evaluation criteria in this solicitation.

If County makes an award, it will enter into an agreement with the Offerors that submitted the highest scoring responsive and responsible proposal(s) by executing and transmitting a Master Agreement (“MA”) document that incorporates the Proposal without further action by the Offeror. The County may conduct discussions with the Offeror to clarify the Proposal and Agreement details provided that they do not substantially change the intent of the solicitation.
6. SUBMISSION OF PROPOSALS:
Offerors are to complete, execute and submit one original of the required documents. The submittal must include all information requested by the solicitation, and utilize without modification the forms provided by the solicitation that includes and may not be limited to the following:

A. **Offer Agreement** - Addenda and Acknowledgement information and Execute/Sign the Offer Agreement form.
   County will consider incomplete or unsigned documents to be non-responsive.

B. **Exhibit A: Minimum Qualifications Verification Form** - fully complete, including the required documentation.

C. **Exhibit B: Questionnaire** - fully complete, including all requested documentation.

D. **Exhibit C: Sustainability** - fully completed form.

E. **References** – 2 professional letters or other form of reference.

Offeror will bind and index the proposal in the order as indicated above. Do not use 3-ring hard cover binders.

County must receive and time stamp proposals at the specified location at or before the Due Date and Time as stated in the Request for Proposals. The County’s “time-stamp” will be the official time used to determine the timeliness of the submittal. County will not accept or will return unopened any proposals or modifications that County receives after the Due Date and Time. County will open and record timely submittals promptly after the Due Date and Time.

An authorized agent of the offeror must sign proposals and offeror must submit them in a sealed envelope marked or labeled with the offeror’s firm name, solicitation number, title, solicitation due date and time, to the location and not later than the Due Date and Time specified in the Request for Proposals.

Failure to comply with the solicitation requirements may be cause for County to reject the offeror’s proposal as non-responsive.

7. BEST AND FINAL PROPOSAL:
County reserves the right to request additional information and/or clarification with responsible offerors who submit proposals determined to be reasonably susceptible of being selected for award for the purpose of clarification to assure full understanding of, and conformance to, the solicitation requirements.

In the event that County holds discussions and requests clarifications, County will issue a written request for best and final proposals. The request will set forth the date, time, and place for the submission of best and final proposals. If offerors fail to respond to the request for best and final proposal or fail to submit a notice of withdrawal, County will consider their immediate previous proposal as their best and final proposal.

8. COMPLIANCE WITH AGREEMENT:
County will execute an agreement with the successful offeror by issuance of a MA or PO.

The offeror agrees to establish, monitor, and manage an effective administration process that assures compliance with all requirements of the agreement. In particular, the offeror agrees that they will not provide goods or services in excess of the executed agreement items, item quantity, item amount, or agreement amount without prior written authorization by revision or change order properly executed by the County. Any items provided in excess of the quantity stated in the agreement will be at the offeror’s own risk. Offerors will decline verbal requests to deliver items in excess of the agreement and must report all such requests in writing to the Pima County Procurement Department within one (1) workday of the request. The report will include the name of the requesting individual and the nature of the request.

9. INQUIRIES & NOTICE OF RECOMMENDATION FOR AWARD (NORFA):
County will not provide results of this procurement in response to telephone inquiries. Interested parties may attend the public opening at the time and date stated in this solicitation. A tabulation of submittals will be on file at the Procurement Department. No oral interpretations or clarifications made to any respondent as to the meaning of any of the solicitation documents will be binding on Pima County. If a prospective respondent believes a requirement of the solicitation documents to be needlessly restrictive, unfair, or unclear, the respondent will notify the Pima County Procurement department in writing identifying the solicitation number, page and paragraph number and clearly stating the issue and suggested solution prior to the date set for receipt of the bid or proposal. County will respond by written addendum sent to
all known potential respondents. County may not answer issues that are not submitted within 8 days prior to the closing date and time of the solicitation.

“The Pima County protest procedures are in Chapter 11.20 of the Pima County Procurement Code, available through https://library.municode.com/az/pima_county/codes/code_of_ordinances?nodeId=TIT11PICOPRCO_CH11.20PR. The five-day period to file a protest of the award will be measured from the date the Notice of Recommendation for Award is posted on the Pima County Procurement website at http://www.pima.gov/procure/awards/ without regard to whether individual notices were issued. It is the responsibility of Offerors and Proposers to check the website.

10. CONTRACTOR RECORD MAINTENANCE:
By submitting a response to this solicitation, the Contractor agrees to establish and maintain a complete Pima County Contractor record, including the provision of a properly completed and executed “Request for Taxpayer Identification Number and Certification” document (Form W-9), within ten calendar days of the solicitation’s due date. The Contractor also agrees to update the information within ten calendar days of any changes made and prior to the submission of any invoice or request for payment. The preferred method for creating or updating this record is via the Internet utilizing the Pima County Vendor Registration (VRAMP)/Vendor Self Service (VSS) Portals. The registration requires that the Contractor establishes and maintains email functionality. In addition to providing the means for a Contractor to create and maintain their own record, the portals also provide for email notice to the Contractor regarding solicitations published by Pima County for commodities of interest as defined by the Contractor record. Internet links for Contractor Registration are located at the Procurement Internet page: http://www.pima.gov/procure/venreg.htm

11. DOCUMENTS MARKED CONFIDENTIAL:
Disclosure. Pursuant to A.R.S. § 39-121 et seq., and A.R.S. § 34-603(H) in the case of construction or Architectural and Engineering services procured under A.R.S. Title 34, Chapter 6, all documents submitted in response to this solicitation, including, but not limited to, pricing schedules, product specifications, work plans, and any supporting documents are public records. As such, those documents are subject to release and/or review by the general public upon request, including competitors.

Records Marked Confidential; Notice and Protective Order. If Offeror reasonably believes that some of those records contain proprietary, trade-secret or otherwise-confidential information, Offeror must prominently mark those records “CONFIDENTIAL.” In the event a public-records request is submitted to County for records marked CONFIDENTIAL, County will notify Offeror of the request as soon as reasonably possible. County will release the records 10 business days after the date of that notice, unless Offeror has, within that period, secured an appropriate order from a court of competent jurisdiction enjoining the release of the records. County will not, under any circumstances, be responsible for securing such an order, nor will County be in any way financially responsible for any costs associated with securing such an order.

Any information marked as CONFIDENTIAL must be accompanied by an index specifically identifying and describing the general contents of each page so marked. The index is a Public Record and will not include any information considered confidential.

The Offeror agrees to waive confidentiality of any price terms in the event of an awarded contract.

END OF INSTRUCTIONS TO OFFERORS
1. INTENT:
This document is intended to establish a Master Agreement ("MA") to provide Pima County ("County") with Instructors for Natural Resources, Parks and Recreation's Living River of Words (LROW) Residency Program. Classes will be conducted and taught by the Instructor herein referred to as “Contractor”. County may order services on an "as required basis" by issue of Delivery Order ("DO").

As defined by the Pima County Standard Terms and Conditions included herein, this contract is non-exclusive and County may terminate it for any reason without penalty or cost.

All Goods and Services that Contractor offers or provides pursuant to the contract will conform to the requirements defined by or referred to by the solicitation documents including Solicitation Addenda, Instructions to Offerors, Standard Terms and Conditions, and this Offer Agreement, all of which are incorporated herein.

This document, including all attachments and documents incorporated by reference, constitutes the entire contract between the parties pertaining to the subject matter hereof, and merges all prior or contemporaneous agreements and understandings, oral or written, herein.

2. CONTRACT TERM, RENEWALS, EXTENSIONS & REVISIONS:
The initial term of the Master Agreement will be for a one (1) year period and include four (4) one-year renewal options that the parties may exercise upon written agreement as follows: Contract extensions, renewals, or revisions will occur through the issuance by County to Contractor of a revised Master Agreement document setting forth the requested changes. Failure by Contractor to object in writing to the proposed revisions, terms, conditions, scope modifications and/or specifications within ten (10) calendar days of issuance by County will signify acceptance of all such changes by Contractor and the revision will be binding upon the parties, effective on the date of issuance.

3. CONTRACTOR MINIMUM QUALIFICATIONS:
The Contractor certifies that it is competent, willing and responsible for performing the services or providing the products in accordance with all requirements of the solicitation and this contract. Contractor certifies that it possesses all licenses required by applicable Agencies to satisfy the requirements of this contract.

4. PRODUCT OR SERVICE SPECIFICATIONS & SCOPE:
LROW Instructor duties and responsibilities
1. Job responsibilities include planning, leading, and delivering the pre-approved lesson plans for the LROW art component (visual arts, poetry, or photography).
2. Complete the residencies helping the students to complete final entries and entry forms for the LROW contest.
3. Report to LROW Coordinator on the successes and challenges encountered during each LROW residency.
4. Establish contact with the school teacher or coordinator to confirm dates, times, etc.
5. Request in advance materials, equipment or resources needed for the residency.
6. Communicated as soon as possible to LROW coordinator any scheduling conflicts/changes.
7. Submit an invoice to LROW Coordinator at the completion of each residency.

Time/Travel Commitment
The LROW program has a short time frame, September – early January. Therefore, the residencies are concentrated in few weeks and the contest deadline is February 1. We offer 12-15 residencies per school year: 6-7 Visual arts, 6-7 Poetry and 1-2 photography.

Contractor must be available on weekdays (8:00 a.m. – 3:00 p.m.) during the months of September – January for 2-4 LROW 3 to 4 day residencies.

Due to travel requirements to instruct at various schools throughout County, Contractor must have reliable transportation.

General Specifications
LROW introduces children to watersheds and wetland habitats through a multi-disciplinary series of science investigations and the practice of poetry and visual arts. After exploring these topics, children ages 5–19 have the opportunity to share their impressions with entries of poetry and/or visual art to LROW: Youth Poetry and Art Contest.

These multi-disciplinary LROW Residency programs are offered to K–12 schools with an interest in participating in LROW: Youth Poetry and Art Contest. A limited number of LROW Arts and Science residencies are available free of
charge to Pima County public schools. The LROW Arts and Science Residency include mandatory pre-trip classroom presentation, field study trip that includes science and art activities, post-trip art or poetry classes.

The duration and specific lesson plans for the LROW School Residency are determined at the time of scheduling and tailored to accommodate group size, grade level, and time available. All LROW lesson plans are linked to Arizona Academic Standards.

LROW Field Study trips are conducted outdoors with the majority of the trips to the lower Santa Cruz River with access from the Loop path at Crossroads at Silverbell District Park (Cortaro/Silverbell Roads). Other Field Study sites: Agua Caliente Park, Sweetwater Wetlands, Mesquite Circle Pond at Paseos de las Iglesias, and the pond at Historic Canoa Ranch. Field study trips require walking with the students to the teaching sites along the Santa Cruz River or other natural outdoor settings and spending 2-3 hours outside in various weather conditions.

Pima County LROW Coordinator communicates with school/teachers who have expressed interest in LROW to identify the art component, and develops a schedule for the pre-class lesson, field study trip and follow-up classroom lessons. LROW Coordinator sends requests and proposed schedule to LROW Instructors. When an instructor is identified and confirmed the LROW Coordinator sends the confirmation form to school/teachers, LROW Art Instructor and LROW Science instructors. Two weeks in advance LROW Coordinator sends email reminders to all instructors/teachers. Day of Field Study: LROW Art and Science instructors meet at field study trip site in time to set up activity stations. Upon arrival the students are divided into three groups. The groups cycle through three activity stations.

1. Water Quality
   Students learn the concept of water quality and the importance of water quality monitoring. Under the supervision of the instructor, students take water samples and measure the temperature, pH, turbidity/ transparency, nitrates, and dissolved oxygen. The students review their data and discuss how water quality may affect plant and animal diversity and distribution.

2. Aquatic Macroinvertebrates and Riparian Habitats
   Students collect, observe, and identify macroinvertebrates and explore the connection between land use activities, water quality, and the presence or absence of aquatic macroinvertebrates.

3. Drawing and Painting, Photography, or Poetry
   Students spend quiet time by the water and work with an artist to capture their experiences through journaling, sketching, and/or photography. The week following or as close as possible to the field study trip the LROW Art Instructor goes to the school to conduct the series of follow-up “Art Component” classes. The materials are provided by Pima County in consultation with the LROW Art Instructor. Art component Lesson plan outlines below:

**LROW - Drawing and Painting Lesson Plan, Grades K-12**

**Description:** Students work with an artist during the field trip to get firsthand inspiration for their art projects. In the classroom, students learn principles of basic design such as color, shape, and line, as a means to illustrate their experiences and demonstrate learning. Students create original art pieces using a selection of painting and/or drawing media and are encouraged to submit their work to the LROW: Youth Poetry and Art Contest.

**Duration:** Field Trip – session rotation 30-45 minutes and Classroom - 3 classes x 1 hour each

**Objectives:**
- Experience a wetland or riparian habitat.
- Observe and make connections about the importance of water for plants, animals, humans, and the whole ecosystem.
- Use the field trip experience to generate artistic ideas for their visual artwork.
- Bring to the classroom their personal experience with the natural habitat to interpret and present their artwork.
- Synthesize and interpret this experience to make art.

**Vocabulary:**
Riparian, aquatic, habitat, aquifer, condensation, evaporation, lake, ocean, pond, precipitation, ridge, river, spring, stream, valley, water body, watershed, water cycle, groundwater.

**Materials:** (Provided by Pima County as needed)
Solicitation No: 302841 - RFP  Title: Living River of Words Instructors

Description of Activity
1. The first Drawing and Painting class takes place at the Santa Cruz River, Sweetwater Wetlands, or Agua Caliente Park.
2. Students along with the instructor go for a short walk along the riparian habitat that they are visiting. Students make observations and inquiries about the plants and animals that live there. The instructor guides the students to an understanding of the connections between habitat, water, animals, plants, and people.
3. Students work quietly on their sketches/drawings and make observations to use later in the classroom.
4. Students work with the art instructor back in the classroom to finalize their submissions for the LROW: Poetry and Art Contest.

Linked to Arizona Arts Standards:
Standard 1 - Creating: Conceiving and developing artistic ideas and work.
Standard 2 - Connecting: Relating artistic ideas and work with personal meaning and context.
Anchor Standards #1 - #3 and Anchor Standards #10 - #11.

LROW - Poetry Writing Lesson Plan Grades K-12
Description: During a field trip to a wetland habitat students work with a poetry instructor to compile a vocabulary list based on their surroundings and outdoor experience. In the classroom, students read original works by published poets and are introduced to poetry writing tools such as rhythmic verse, metaphor, couplets, imagery, and personification. Using the inspiration and vocabulary from the field experience the students create original poems. Additional class time may be necessary for students to prepare their poems for submission to the LROW: Youth Poetry and Art Contest.

Duration: Field Trip – session rotation 30 – 45 minutes and Classroom - 3 classes x 1 hour each

Objectives:
- Experience firsthand a wetland or riparian habitat.
- Observe and make connections about the importance of water for plants, animals, humans, and the whole ecosystem.
- Use the field trip experience to generate vocabulary lists and ideas for their poetry work.
- Bring to the classroom their personal experience with the natural habitat to interpret and present their artwork.
- Synthesize and interpret this experience to make art.

Vocabulary:
Riparian, aquatic, habitat, aquifer, condensation, evaporation, lake, ocean, pond, precipitation, ridge, river, spring, stream, valley, water body, watershed, water cycle, groundwater

Materials: (Provided by Pima County as needed)
LROW booklet, Living River Project Report series, Plants and animals photos, Clipboards, White paper, Pencils, Pencil sharpeners, Erasers, White board and markers, Worksheet-Word Palette

Description of Activity
1. The first Poetry class takes place at the Santa Cruz River or Agua Caliente Park riparian habitat.
2. Take the students for a short walk along the riparian habitat that you are visiting. Students make observations and inquiries about the plants and animals that live there. The instructor guides the students to an understanding of the connections between this habitat, water, animals, plants, and people.
3. Students spend some quiet time making observations and using their senses to fill out the worksheet -Word Palette. The words/sentences are use back in the classroom to create their poems.
4. Students work with the poet instructor and teacher to complete submissions for the LROW: Youth Poetry and Art Contest.

Linked to Arizona Arts Standards:
Creating:
Anchor #1 = Generate and conceptualize artistic ideas and work.
Anchor #2 = Organize and develop artistic ideas and work.
Anchor #3 = Refine and complete artistic work.

Connecting:
Anchor #10 = Synthesize and relate knowledge and personal experiences to create Poetry.
Anchor #11 = Relate poetic ideas and works with cultural context to deepen understanding.

LROW – Photography Grades K-12
Description: Students work in small groups and one-on-one with a photography instructor to learn and practice the concepts of photo composition and the use of light and shadow, shape and form, to take photographs during the field visit.
to a wetland habitat. Back in the classroom the students work with their digital images to prepare submissions to the Living River: Youth Poetry and Art Contest.

**Duration:** Field Trip – session rotation 30-45 minutes and Classroom - 3 classes x 1 hour each

**Objectives:**
- Experience firsthand a wetland or riparian habitat.
- Observe and make connections about the importance of water for plants, animals, humans, and the whole ecosystem.
- Use the field trip experience to capture the natural environment and generate artistic ideas for their photography work.
- Learn in the classroom how to analyze, interpret, and select their artwork for presentation.
- Synthesize and interpret this experience to make art.

**Vocabulary:**
Riparian, aquatic, habitat, aquifer, condensation, evaporation, lake, ocean, pollution, pond, precipitation, ridge, river, spring, stream, valley, water body, watershed, water cycle, groundwater

**Materials:** (Provided by Pima County as needed)
LROW booklet, Living River Project Report series, Digital Cameras, Worksheets: Ten Photos of 1, Photography Scavenger Hunt, Clipboard, Pencils, Pencil sharpeners, Erasers

**Description of Activity:**
1. The first photography class takes place in the classroom. Students learn how to use digital cameras and different techniques for taking nature photographs. They use the worksheet- Ten Photos of 1.
2. During the field trip students go for a short walk along the riparian habitat that are visiting. Students make observations and inquiries about the plants and animals that live there. Through the camera lenses they make connections between this habitat, water, animals, plants, and people.
3. Students use the worksheet- Photography Scavenger Hunt and select a theme for their photos.
4. During the last two class periods back in the classroom, the students work editing their photos and make selections for the submissions to the LROW: Youth Poetry and Art Contest.

**Linked to Arizona Arts Standards:**
Standard 1- Creating: Conceiving & developing artistic ideas and work.
Standard 2 - Connecting: Relating artistic ideas and work with personal meaning and context.
Anchor Standards #1 - # 3 and Anchor Standards #10 - #11.

**5. OFFER ACCEPTANCE AND ORDER RELEASES:**
County will accept offer(s) and execute this contract by issue of a MA (recurring requirements) to be effective on the document’s date of issue without further action by either party. The MA will document the term of the agreement.

Pursuant to the executed MA, County departments requiring the goods or services defined herein will issue a DO to the Contractor. County will furnish the DO to Contractor via facsimile, e-mail or telephone. If County gives the order verbally, the County Department issuing the order will transmit a confirming order document to Contractor within five (5) business days of the date it gives the verbal order.

Contractor must not supply materials or services that are not specified on the MA and are not documented or authorized by a DO at the time of provision. County accepts no responsibility for control of or payment for materials or services not documented by a County DO.

Contractor will establish, monitor, and manage an effective contract administration process that assures compliance with all requirements of this contract. In particular, Contractor will not provide goods or services in excess of the executed contract items, item quantity, item amount, or contract amount without prior written authorization by contract revision that County has properly executed and issued. Any items Contractor provides in excess of those stated in the contract are at Contractor’s own risk. Contractor will decline verbal requests to deliver items in excess of the contract and will report all such requests in writing to the County Procurement Department within one (1) workday of the request. The report must include the name of the requesting individual and the nature of the request.

**6. ACCEPTANCE OF GOODS AND SERVICES:**
The County Department designated on the issued order (DO) will accept goods and services only in accordance with this contract. Such acceptance is a prerequisite to the commencement of payment terms.
7. COMPENSATION & PAYMENT:
Payment Schedule LROW Residency
Contractor must accept set unit price for LROW Instructor Residency. Calculations are based on:

One hour (hr) - instruction = $50
Travel – time and prep compensation / day = $25
Field trip = [3 hrs x $50/hr + $25] = $175

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UNIT PRICES (Net 30 Days - Payment Terms)

| Residency | 1 class | 2 classes | 3 classes | 1 Field trip
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<tbody>
<tr>
<td>Poetry</td>
<td>$325</td>
<td>$425</td>
<td>$525</td>
<td>2 school visits</td>
</tr>
<tr>
<td>Visual Arts</td>
<td>$400</td>
<td>$550</td>
<td>$700</td>
<td>3 school visits</td>
</tr>
<tr>
<td>Photography</td>
<td>$650</td>
<td>$800</td>
<td>$950</td>
<td>3 school visits</td>
</tr>
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</table>

*Numbers of field trips can increase depending on the class sizes.

Contractor will submit Request(s) for Payment or Invoices to the location and entity defined by County’s DO document.

All Invoice documents will reference the County’s DO number under which the services. ALL Invoice line items will utilize the item description, precise unit price and unit of measure defined by the County’s order document. County may return invoices that include line items or unit prices that do not match those documented by the County’s order to Contractor unprocessed for correction. Contractor will not accept orders, or provide services or products that cumulatively exceed the contract amount.

Standard payment terms are net thirty (30) days from the date of valid invoice document and do not commence until the later of 1) the receiving County Department receives goods or services into County’s payment system or 2) County Financial Operations receives and verifies Contractor’s invoice.

The MA issued to accept Contractor’s offer will define the not-to-exceed amount of the contract.

The parties may negotiate and establish unit pricing in writing under the contract for items included in the scope of the contract that has not previously defined unit pricing. Such additionally offered classes must be at the rates defined herein. Pima County does not pay sales tax for services rendered. Contractor will be responsible for any sales tax for products used or provided to students during any class.

Price Escalation. All unit prices include compensation for Contractor to implement and actively conduct cost and price control activities. Pricing will remain firm during the initial year of the contract term after which the parties may consider price increases no more frequently than once per year. Contractor will submit a written request to County that includes supporting documents justifying requested increases at least ninety (90) days prior to the renewal date. Contractor will provide evidence, cite sources, demonstrate specific conditions and document how those conditions affect the cost of its performance, and identify specific efforts Contractor has taken to control and reduce those and other costs to avoid the need to increase prices. County will review proposed pricing and determine if it is allowable, fair and reasonable, and in the best interest of County to accept the proposal. County reserves the right to continue, accept or reject the price proposal, or terminate and re-solicit the contract.

County makes no guarantee regarding actual orders for items or quantities during the term of the agreement. County is not responsible for Contractor inventory or order commitment.

Contractor’s unit prices must include all incidental costs required to comply with and satisfy all requirements of this solicitation, which includes the Instructions to Offerors, Standard Terms and Conditions, and Offer Agreement. County will make no payments for items not in the contract.

Contractor will provide detailed documentation in support of payment requests, which should be consistent with and not exceed County’s DO document. Contractor will bill County within one (1) month after the date on which Contractor’s right to payment accrues (“Payment Accrual Date”), which, unless this contract specifically provides otherwise, is the date Contractor delivers goods, performs services or incurs costs. Invoices must assign each billed amount to an appropriate
line item of County’s order and document each Payment Accrual Date. County may refuse to pay any amount that Contractor bills in which does not conform to County’s DO document. County will refuse to pay any amount that Contractor bills more than six (6) months after the Payment Accrual Date, pursuant to A.R.S. § 11-622(C).

8. DELIVERY:
As defined by the Standard Terms, “On-Time” delivery is an essential part of the consideration Contractor will give COUNTY under the contract. Contractor will provide services in accordance with the Instructions to Offerors, Standard Terms and Conditions and to the location(s) referenced on the DO or Contract.

9. OTHER DOCUMENTS:
Contractor and COUNTY in entering into this contract have relied upon information provided or referenced by Pima County Solicitation No. 302841 including the Request for Proposal, Instructions to Offerors, Standard Terms and Conditions, Solicitation Addenda, Contractor’s Proposal, documents submitted by Contractor or References to satisfy Minimum Qualifications and any other information and documents submitted by Contractor’s response to County’s Solicitation. These documents are hereby incorporated into and made a part of this Contract as if set forth in full herein, to the extent not inconsistent with the provisions of this contract.

10. INSURANCE:
Insurance requirements will be determined on an as needed basis with Contractor before the agreement commences and services are provided. The Pima County Risk Manager must approve, in writing, any modification of the Insurance Requirements.

11. ACKNOWLEDGEMENT of SOLICITATION ADDENDA:
Contractor acknowledges that it incorporates the following solicitation addenda in its offer and this contract:

<table>
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<tr>
<th>Addendum #</th>
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12. SMALL BUSINESS ENTERPRISE (SBE) CERTIFICATION:
Is your firm SBE certified as defined by the solicitation’s ‘Instruction To Bidders”? Yes ☐ No ☐ (Select one)
If ‘Yes’, have you included your certification document? Yes ☐ No ☐ (Select one) NOTE: If you do not submit the SBE Certification document with your bid, County will not apply the SBE Preference.

(REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK)
13. BID/OFFER CERTIFICATION:

CONTRACTOR LEGAL NAME: ____________________________________________

BUSINESS ALSO KNOWN AS: ____________________________________________

MAILING ADDRESS: ___________________________________________________

CITY/STATE/ZIP: _____________________________________________________

REMIT TO ADDRESS: _________________________________________________

CITY/STATE/ZIP: _____________________________________________________

CONTACT PERSON NAME/TITLE: _______________________________________

PHONE: ___________________ FAX: ___________________

CONTACT PERSON EMAIL ADDRESS: _____________________________________

EMAIL ADDRESS FOR ORDERS & CONTRACTS: ___________________________

CORPORATE HEADQUARTERS ADDRESS: _________________________________

WEBSITE: __________________________________________________________

By signing and submitting these Offer Agreement documents, the undersigned certifies that they are legally authorized to represent and bind Contractor to legal agreements, that all information submitted is accurate and complete, that Contractor has reviewed the Pima County Procurement website for solicitation addenda and has incorporated all such addenda to its offer, that Contractor is qualified and willing to provide the items requested, and that Contractor will comply with all requirements of the solicitation. The Unit Pricing includes all costs incidental to the provision of the items in compliance with the above documents; no additional payment will be made. Conditional offers that modify the solicitation requirements may be deemed not ‘responsive’ and County may not evaluate them. Contractor’s submission of a signed offer agreement will constitute a firm offer and upon the issuance of a MA document issued by the Pima County Procurement Director or authorized designee will form a binding contract that will require Contractor to provide the goods or services and materials described in this solicitation. The undersigned hereby offers to furnish the goods or services in compliance with all terms, conditions, specifications that the solicitation defines or references, which includes Pima County Standard Terms & Conditions, this Offer Agreement and other documents as listed in this Offer Agreement’s “Other Documents” article.

SIGNATURE:_________________________ DATE: ________________________

PRINTED NAME & TITLE OF AUTHORIZED CONTRACTOR REPRESENTATIVE EXECUTING OFFER

PHONE AND E-MAIL: ________________________________________________

Approved As to Form:

[Signature]

Deputy County Attorney
CHRISTOPHER STRAUB

Date 6/22/2018

Offer Agreement Page 7 of 13
Revised 05/03/18
PIMA COUNTY STANDARD TERMS AND CONDITIONS

1. OPENING:
Pima County ("COUNTY") will publicly open responses on the date and at the location as stated in the Invitation for Bid (IFB) or Request for Proposal (RFP). The County will read each respondent's name, and for responses to an IFB will also read the total bid amount. COUNTY will open proposals so as to avoid disclosure of the contents of any proposal to competing offerors during the evaluation process. COUNTY invites all interested parties to attend the bid opening.

2. EVALUATION:
COUNTY will evaluate responses to determine which are most advantageous to COUNTY considering conformity to the specifications stated in the IFB, evaluation criteria stated in the RFP, and other factors, regardless of solicitation type.

If COUNTY makes an award, COUNTY will enter into an agreement with one or more Contractor(s) that submitted the lowest responsive bid(s) or highest scoring proposal that COUNTY determined responsible for providing the required goods or services. Unless otherwise specified on the IFB document, COUNTY will determine the low or lowest bids considering all items listed in the Unit Price Schedule.

COUNTY, at its sole discretion, reserves the following rights: 1) to waive informalities in the bid or bid procedure; 2) to reject the response of any persons or corporations that have previously defaulted on any contract with COUNTY or who have engaged in conduct that constitutes a cause for debarment or suspension as set forth in COUNTY Code Section 11.32; 3) to reject any and all responses; 4) to re-advertise for bids previously rejected; 5) to otherwise provide for the purchase of such equipment, supplies materials and services as may be required herein; 6) to award on the basis of price and other factors, including but not limited to such factors as delivery time, quality, uniformity of product, suitability for the intended task, and bidder's ability to supply; 7) to increase or decrease the item quantity or eliminate any item of this solicitation prior to the award. Pricing evaluations will be based on pre-tax pricing proposed by Contractor.

3. AWARD NOTICE:
COUNTY will post a Notice of Recommendation for Award for IFB or RFP on the Procurement website available for review by interested parties. The Procurement Department will maintain a tabulation of the bids or ranking of proposals.

4. AWARD:
Either the Procurement Director or the Board of Supervisors will make the contract award in accordance with the Pima County Procurement Code. COUNTY reserves the right to reject any or all proposals, bids or to waive irregularities and informalities in the best interest of COUNTY. Unless COUNTY expressly agrees otherwise, resulting contracts are not exclusive, they are for the sole convenience of COUNTY, and COUNTY reserves the right to obtain like goods or services from other sources.

5. WAIVER:
Each offeror, by submission of a proposal, bid or proposal waives any and all claims for damages against COUNTY or its officers or employees when COUNTY exercises any of its reserved rights.

6. ACKNOWLEDGEMENT AND ACCEPTANCE:
If Contractor's terms of sale are inconsistent with the terms of the resultant contract, the terms herein will govern, unless COUNTY accepts Contractor's terms in writing. No oral agreement or understanding will in any way modify this contract or the terms and conditions herein. Contractor's acceptance, delivery or performance called for herein will constitute unqualified acceptance of the terms and conditions of the resultant contract.

7. INTERPRETATION and APPLICABLE LAW:
The laws of the State of Arizona govern the interpretation and construction of this Contract. If any of Contractors' terms or conditions is not in agreement with County's terms and conditions as set forth herein, COUNTY's will govern. This contract incorporates the complete agreement of the parties with respect to the subject matter of this contract. No oral agreement or other understanding will in any way modify the terms and conditions of this contract.

8. WARRANTY:
Contractor warrants goods or services to be satisfactory and free from defects.

9. QUANTITY:
Contractor will not exceed or reduce the quantity of goods ordered without written permission from COUNTY in the form of a properly executed Master Agreement ("MA"), Purchase Order ("PO"), Delivery Order ("DO"), or Delivery Order
10. PACKING:
Contractor will make no extra charges for packaging or packing material. Contractor is responsible for safe packaging conforming to carrier’s requirements.

11. DELIVERY:
On-time delivery of goods and services is an essential part of the consideration that COUNTY will receive.

Contractor must provide a guaranteed delivery date, or interval period from order release date to delivery if the Price proposal document requires it. Upon receipt of notification of delivery delay, COUNTY at its sole option and at no cost to COUNTY may cancel the order or extend delivery times. Such extension of delivery times will not be valid unless an authorized representative of COUNTY extends it to Contractor in writing.

To mitigate or prevent damages from delayed delivery, COUNTY may require Contractor to deliver additional quantity utilizing express modes of transport, or overtime, all costs to be Contractor’s responsibility. COUNTY reserves the right to cancel any delinquent order, procure from an alternate source, or refuse receipt of or return delayed deliveries, all at no cost to COUNTY. COUNTY reserves the right to cancel any order or refuse delivery upon default by Contractor concerning time, cost, or manner of delivery.

Contractor is not responsible for unforeseen delays caused by fires, strikes, acts of God, or other causes beyond Contractor’s control, provided that Contractor provides COUNTY immediate notice of delay.

12. SPECIFICATION CHANGES:
COUNTY has the right to make changes in the specifications, services, or terms and conditions of an order. If such changes cause an increase or decrease in the amount due under an order or in time required for performance, COUNTY will make an acceptable adjustment and will modify the order in writing. No verbal agreement for adjustment is acceptable.

Nothing in this clause reduces Contractor’s responsibility to proceed without delay in the delivery or performance of an order.

13. INSPECTION:
COUNTY may inspect or test all goods and services at place of manufacture, destination, or both. Contractor will hold goods failing to meet specifications of the order or contract at Contractor’s risk and COUNTY may return such goods to Contractor with costs for transportation, unpacking, inspection, repacking, reshipping, restocking or other like expenses to be the responsibility of Contractor. In lieu of return of nonconforming supplies, COUNTY, at its sole discretion and without prejudice to COUNTY’s rights, may waive any nonconformity, receive the delivery, and treat the defect(s) as a warranty item, but any waiver of any condition will not apply to subsequent shipments or deliveries.

14. SHIPPING TERMS:
Unless the contract states otherwise, delivery terms are to be F.O.B. Destination & Freight Prepaid Not Billed (“F.O.B. Destination”) and Contractor is to include such terms in its Unit Price proposal.

15. PAYMENT TERMS:
Payment terms are net thirty (30) days, unless the contract specifies otherwise.

16. ACCEPTANCE OF MATERIALS AND SERVICES:
COUNTY will not execute an acceptance or authorize payment for any service, equipment or component prior to delivery and verification that the delivery meets all specification requirements.

17. RIGHTS AND REMEDIES OF COUNTY FOR DEFAULT:
In the event any item that Contractor furnishes in the performance of the contract should fail to conform to the specifications thereof, or to the sample that Contractor submitted, COUNTY may reject same, and it thereupon becomes the duty of Contractor to reclaim and remove the same, without expense to COUNTY, and immediately replace all such rejected items with others conforming to the specifications or samples. Should Contractor fail, neglect, or refuse immediately to do so, COUNTY has the right to purchase in the open market, in lieu thereof, a corresponding quantity of any such items and to deduct from any monies due or that may become due to Contractor the difference between the price named in the MA or Purchase Order (“PO”) and the actual cost to COUNTY.
In the event Contractor fails to make prompt delivery as specified of any item, the same conditions as to the rights of COUNTY to purchase in the open market and invoke the reimbursement condition above apply, except when delivery is delayed by fire, strike, freight embargo, or acts of god or of the government. In the event of cancellation of the MA, PO or associated orders, either in whole or in part, by reason of the default or breach by Contractor, Contractor will bear and pay for any loss or damage sustained by COUNTY in procuring any items which the Contractor agreed to supply. The rights and remedies of COUNTY provided above are not exclusive and are in addition to any other rights and remedies provided by law or under the contract.

18. FRAUD AND COLLUSION:
Each Contractor, by submission of a bid, certifies that no officer or employee of COUNTY or of any subdivision thereof: 1) has aided or assisted Contractor in securing or attempting to secure a contract to furnish labor, materials or supplies at a higher price than that proposed by any other Contractor; 2) has favored one Contractor over another by giving or withholding information or by willfully misleading the bidder in regard to the character of the material or supplies called for or the conditions under which the proposed work is to be done; 3) will knowingly accept materials or supplies of a quality inferior to those called for by any contract; 4) has any direct or indirect financial interest in the proposal or resulting contract. Additionally, during the conduct of business with COUNTY, Contractor will not knowingly certify, or induce others to certify, to a greater amount of labor performed than has been actually performed, or to the receipt of a greater amount or different kind of material or supplies that has been actually received. If COUNTY finds at any time that Contractor has in presenting any proposal(s) colluded with any other party or parties for the purpose of preventing any other proposal being made, then COUNTY will terminate any contract so awarded and that person or entity will be liable for all damages that COUNTY sustains.

19. COOPERATIVE USE OF RESULTING CONTRACT:
As allowed by law, COUNTY has entered into cooperative procurement agreements that enable other Public Agencies to utilize procurement agreements that COUNTY has developed. Participating agencies may contact Contractor with requests to provide services and products pursuant to the pricing, terms and conditions defined by the COUNTY MA, or PO. Minor adjustments are allowed subject to agreement by both Contractor and Requesting Party to accommodate additional cost or other factors not present in the COUNTY’s agreement and required to satisfy particular Public Agency code or functional requirements and within the intended scope of the solicitation and resulting contract. The parties to the cooperative procurement will negotiate and transact any such usage in accordance with State, COUNTY and other Public Agency procurement rules, regulations and requirements. Contractor will hold harmless COUNTY, its officers, employees, and agents from and against all liability, including without limitation payment and performance associated with such use. Contractor may view a list of agencies that are authorized to use COUNTY contracts at the Procurement Department Internet home page: http://www.pima.gov/procure by selecting the link titled Authorized Use of COUNTY Contracts.

20. PATENT INDEMNITY:
Contractor will indemnify, defend and hold COUNTY, its officers, agents and employees, harmless from liability of any nature or kind, including costs and expenses, for infringement or use of any copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in connection with the MA, PO, and associated orders. COUNTY may require Contractor to furnish a bond or other indemnification to COUNTY against any and all loss, damage, costs, expenses, claims and liability for patent or copyright infringement.

21. INDEMNIFICATION:
Contractor will indemnify, defend, and hold harmless COUNTY, its officers, employees and agents from and against any and all suits, actions, legal administrative proceedings, claims or demands and costs attendant thereto, arising out of any act, omission, fault or negligence by Contractor, its agents, employees or anyone under its direction or control or on its behalf in connection with performance of the MA, PO or associated orders. Contractor warrants that all products and services provided under this contract are non-infringing. Contractor will indemnify, defend and hold COUNTY harmless from any claim of infringement arising from services provided under this contract or from the provision, license, transfer or use for their intended purpose of any products provided under this Contract.

22. UNFAIR COMPETITION AND OTHER LAWS:
Responses must comply with Arizona trade and commerce laws (Title 44 A.R.S.) and all other applicable COUNTY, State, and Federal laws and regulations.

23. COMPLIANCE WITH LAWS:
Contractor will comply with all federal, state, and local laws, rules, regulations, standards and Executive Orders, without limitation. In the event any services that Contractor provides under this contract require a license issued by the Arizona Registrar of Contractors (ROC), Contractor certifies that a contractor licensed by ROC to perform those services in Arizona will provide such services. The laws and regulations of the State of Arizona govern the rights, performance and
Any changes in the governing laws, rules, and regulations during an agreement apply, but do not require an amendment or revisions.

24. ASSIGNMENT:
Contractor may not assign its rights to the contract, in whole or in part, without prior written approval of COUNTY. COUNTY may withhold approval at its sole discretion, provided that COUNTY will not unreasonably withhold such approval.

25. CONFLICT OF INTEREST:
This contract is subject to the provisions of A.R.S. § 38-511, the pertinent provisions of which are incorporated into and made part of all COUNTY MAs or POs as if set forth in full therein.

26. NON-DISCRIMINATION:
CONTRACTOR agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09 which is hereby incorporated into this contract as if set forth in full herein including flow down of all provisions and requirements to any subcontractors. During the performance of this contract, CONTRACTOR must not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.

27. NON-APPROPRIATION OF FUNDS:
COUNTY may cancel this contract pursuant to A.R.S. § 11-251(42) if for any reason the COUNTY Board of Supervisors does not appropriate funds for the stated purpose of maintaining the contract. In the event of such cancellation, COUNTY has no further obligation, other than payment for services or goods that COUNTY has already received.

28. PUBLIC RECORDS:
Disclosure: Pursuant to A.R.S. § 39-121 et seq., and A.R.S. § 34-603(H) in the case of construction or Architectural and Engineering services procured under A.R.S. Title 34, Chapter 6, all documents submitted in response to the solicitation resulting in award of this Contract, including, but not limited to, pricing schedules, product specifications, work plans, and any supporting documents are public records. As such, those documents are subject to release and/or review by the general public upon request, including competitors.

Records Marked Confidential; Notice and Protective Order. If Contractor reasonably believes that some of those records contain proprietary, trade-secret or otherwise-confidential information, Contractor must prominently mark those records “CONFIDENTIAL.” In the event a public-records request is submitted to County for records marked CONFIDENTIAL, County will notify Contractor of the request as soon as reasonably possible. County will release the records 10 business days after the date of that notice, unless Contractor has, within that period, secured an appropriate order from a court of competent jurisdiction, enjoining the release of the records. County will not, under any circumstances, be responsible for securing such an order, nor will County be in any way financially responsible for any costs associated with securing such an order.

The Contractor agrees to waive confidentiality of any price terms in the event of a contract award.

29. CUSTOM TOOLING, DOCUMENTATION AND TRANSITIONAL SUPPORT:
Costs to develop all tooling and documentation, such as and not limited to dies, molds, jigs, fixtures, artwork, film, patterns, digital files, work instructions, drawings, etc. necessary to provide the contracted services or products and unique to the services or products supplied to COUNTY are included in the agreed upon Unit Price unless the contract specifically states otherwise. Such tools and documentation are the property of COUNTY and will be marked, as is practical, as the "Property of Pima County" and COUNTY so requests, Contractor will deliver a copy of the tooling and documentation to COUNTY within twenty (20) days of acceptance by COUNTY of the first article sample, or not later than ten (10) days of termination of the contract associated with their development, without additional cost to COUNTY. Contractor also agrees to act in good faith to facilitate the transition of work to a subsequent Contractor if and as reasonably requested by COUNTY at no additional cost. Should exceptional circumstances be present that may justify an additional charge, Contractor may submit said justification and proposed cost and negotiate an agreement acceptable to both Contractor and COUNTY, but Contractor may not withhold any requested tooling, document or support as defined above that would delay the orderly, efficient and prompt transition of work. Should conduct by Contractor result in additional costs to COUNTY, Contractor will reimburse COUNTY for said actual and incremental costs provided that COUNTY has given Contractor reasonable time to respond to COUNTY's requests for support.
30. AMERICANS WITH DISABILITIES ACT:
Contractor will comply with all applicable provisions of the Americans with Disabilities Act (public law 101-336, 42 USC 12101-12213) and all applicable federal regulations under the act, including 28 CFR parts 35 and 36.

31. NON-EXCLUSIVE:
Contracts resulting from this solicitation are non-exclusive and are for the sole convenience of COUNTY, which reserves the right to obtain like goods and services from other sources for any reason.

32. PROTESTS:
An interested party may file a protest regarding any aspect of a solicitation, evaluation, or recommendation for award. Protests must be in accordance with the Pima County Procurement Code, Section 11.20.010.

33. TERMINATION:
COUNTY reserves the right to terminate any MA, PO, Delivery Order, DOM or award, in whole or in part, at any time, without penalty or recourse, when in the best interests of COUNTY. Upon receipt of written notice, Contractor will immediately cease all work as directed by the notice, notify all subcontractors of the effective date of termination and take appropriate actions to minimize further costs to COUNTY. In the event of termination under this paragraph, all documents, data, and reports prepared by Contractor under the contract become the property of COUNTY and Contractor must promptly deliver them to COUNTY. Contractor is entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination. The cost principles and procedures defined by A.A.C. R2-7-701 apply.

34. ORDER OF PRECEDENCE-CONFLICTING DOCUMENTS:
In the event of inconsistencies between contract documents, the following is the order of precedence, superior to subordinate, that will apply to resolve the inconsistency: MA, DO, PO, Offer Agreement or contract attached to a MA, PO, DO; these standard terms and conditions; any other solicitation documents.

35. INDEPENDENT CONTRACTOR:
The status of Contractor is that of an independent Contractor. Contractor and Contractor officer’s agents or employees are not considered employees of COUNTY and are not entitled to receive any employment-related fringe benefits under the COUNTY Merit System. Contractor is responsible for payment of all federal, state and local taxes associated with the compensation received pursuant to this Contract and will indemnify and hold COUNTY harmless from any and all liability which COUNTY may incur because of Contractor’s failure to pay such taxes. Contractor is solely responsible for its program development and operation.

36. BOOKS AND RECORDS:
Contractor will keep and maintain proper and complete books, records and accounts, which will be open at all reasonable times for inspection and audit by duly authorized representatives of COUNTY. In addition, Contractor will retain all records relating to this contract at least five (5) years after its termination or cancellation or, if later, until any related pending proceeding or litigation has been closed.

37. COUNTERPARTS:
The parties may execute the MA or PO that COUNTY awards pursuant to this solicitation in any number of counterparts, and each counterpart is considered an original, and together such counterparts constitute one and the same instrument. For the purposes of the MA and PO, the signed proposal of Contractor and the signed acceptance of COUNTY are each an original and together constitute a binding MA, if all other requirements for execution are present.

38. AUTHORITY TO CONTRACT:
Contractor warrants its right and power to enter into the MA or PO. If any court or administrative agency determines that COUNTY does not have authority to enter into the MA or PO, COUNTY is not liable to Contractor or any third party by reason of such determination or by reason of the MA or PO.

39. FULL AND COMPLETE PERFORMANCE:
The failure of either party to insist on one or more instances upon the full and complete performance with any of the terms or conditions of the MA, PO, DO to be performed on the part of the other, or to take any action permitted as a result thereof, is not a waiver or relinquishment of the right to insist upon full and complete performance of the same, or any other covenant or condition, either in the past or in the future.

The acceptance by either party of sums less than may be due and owing it at any time is not an accord and satisfaction.
40. **SUBCONTRACTORS:**

CONTRACTOR is fully responsible for all acts and omissions of any subcontractor and of persons directly or indirectly employed by any subcontractor, and of persons for whose acts CONTRACTOR may be liable to the same extent that CONTRACTOR is responsible for the acts and omissions of persons that it directly employs. Nothing in this contract creates any obligation on the part of COUNTY to pay or see to the payment of any money due any subcontractor, except as may be required by law.

41. **SEVERABILITY:**

Each provision of this Contract stands alone, and any provision of this Contract that a court finds to be prohibited by law is ineffective to the extent of such prohibition without invalidating the remainder of this Contract.

42. **LEGAL ARIZONA WORKERS ACT COMPLIANCE:**

CONTRACTOR hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to CONTRACTOR's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). CONTRACTOR will further ensure that each subcontractor who performs any work for CONTRACTOR under this contract likewise complies with the State and Federal Immigration Laws.

COUNTY has the right at any time to inspect the books and records of CONTRACTOR and any subcontractor in order to verify such party’s compliance with the State and Federal Immigration Laws.

Any breach of CONTRACTOR’s or any subcontractor’s warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, is a material breach of this Contract subjecting CONTRACTOR to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, CONTRACTOR will take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor as soon as possible so as not to delay project completion.

CONTRACTOR will advise each subcontractor of COUNTY’s rights, and the subcontractor’s obligations, under this Article by including a provision in each subcontract substantially in the following form:

“SUBCONTRACTOR hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to SUBCONTRACTOR's employees, and with the requirements of A.R.S. § 23-214 (A). SUBCONTRACTOR further agrees that COUNTY may inspect the SUBCONTRACTOR's books and records to insure that SUBCONTRACTOR is in compliance with these requirements. Any breach of this paragraph by SUBCONTRACTOR is a material breach of this contract subjecting SUBCONTRACTOR to penalties up to and including suspension or termination of this contract.”

Any additional costs attributable directly or indirectly to remedial action under this Article is the responsibility of CONTRACTOR. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of CONTRACTOR's approved construction or critical milestones schedule, such period of delay will be excusable delay for which CONTRACTOR is entitled to an extension of time, but not costs.

43. **CONTROL OF DATA PROVIDED BY COUNTY:**

For those projects and contracts where COUNTY has provided data to enable the Contractor to provide contracted services or products, unless COUNTY otherwise specifies and agrees in writing, Contractor will treat, control and limit access to said information as confidential and will under no circumstances release any data provided by COUNTY during the term of this contract and thereafter, including but not limited to personal identifying information as defined by A.R.S. § 44-1373, and Contractor is further prohibited from selling such data directly or through a third party. Upon termination or completion of the contract, Contractor will either return all such data to COUNTY or will destroy such data and confirm destruction in writing in a timely manner not to exceed sixty (60) calendar days.

44. **ISRAEL BOYCOTT CERTIFICATION:**

Contractor hereby certifies that it is not currently engaged in, and will not for the duration of this Contract engage in, a boycott of Israel as defined by A.R.S. § 35-393.01. Violation of this certification by Contractor may result in action by the County up to and including termination of this Contract.

**END OF PIMA COUNTY STANDARD TERMS AND CONDITIONS**
EXHIBIT A: MINIMUM QUALIFICATIONS VERIFICATION FORM (1 PAGE)

OFFEROR’S NAME: ____________________________________________

Offeror certifies that they possess the following minimum qualifications and will provide the requested documents that substantiate their satisfaction of the Minimum Qualifications. Failure to provide the information required by these Minimum Qualifications and required to substantiate *responsibility* may be cause for the offeror’s proposal to be rejected as *Non-Responsive*.

Provide documented and verifiable evidence that you satisfy the following Minimum Qualifications, and indicate what attachments are submitted if applicable.

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<tr>
<th>ITEM NO.</th>
<th>MINIMUM QUALIFICATIONS CRITERIA</th>
<th>COMPLIANCE</th>
<th>DOCUMENT TITLE AND NUMBER OF PAGES SUBMITTED FOR EACH DOCUMENT</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Contractor certifies that it is competent, willing and responsible for performing the services or providing the products in accordance with all requirements of the solicitation and this contract.</td>
<td>YES / NO</td>
<td>N/A</td>
</tr>
<tr>
<td>2</td>
<td>Must have a minimum of eighty (80) instruction hours with school-aged children K-12.</td>
<td>YES / NO</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>I am a practicing artist.</td>
<td>YES / NO</td>
<td></td>
</tr>
</tbody>
</table>

SIGNATURE: ____________________________________________  DATE: ____________________________

PRINTED NAME & TITLE OF AUTHORIZED OFFEROR REPRESENTATIVE EXECUTING PROPOSAL
EXHIBIT B: QUESTIONNAIRE (2 PAGES)

OFFEROR’S NAME: ____________________________

The evaluation committee will assign points to each proposal submitted on the basis of the following evaluation criteria unless otherwise indicated.

A. **Experience (0 to 40 points)**

1. Which age/grade level would you feel confident teaching? (check all that apply)
   - [ ] K-3
   - [ ] 4-8
   - [ ] 9-12

2. Provide some details on your experience teaching any of these ages/grade levels (subject, location, age/grade level).

3. Have you taught in outdoor settings? If yes, please provide examples.

4. Are you a practicing artist? If so, where and when have you exhibited or published your original work?

5. How would you add your own personal touch to the LROW Lesson plan for the Field Study and the classroom sessions in the discipline that you selected (Visual Art, Poetry, and/or digital photography)?
B. **Project Plan (0 to 20 points)**

1. Which discipline would you be interested in teaching? (Check all that apply)

   - **Drawing and Painting**
     Students work with an artist during the field trip to get firsthand inspiration for their art projects. In the classroom, students learn principles of basic design such as color, shape, and line, as a means to illustrate their experiences and demonstrate learning. Students create original art pieces using a selection of painting and/or drawing media and are encouraged to submit their work to LROW.

   - **Poetry Writing**
     During a field trip to a wetland habitat students work with a poetry instructor to compile a vocabulary list based on their surroundings and outdoor experience. In the classroom, students read original works by published poets and are introduced to poetry writing tools such as rhythmic verse, metaphor, couplets, imagery, and personification. Using the inspiration and vocabulary from the field experience the students create original poems. Additional class time may be necessary for students to prepare and complete their poems for submission to LROW.

   - **Photography**
     Students work in small groups and one-on-one with a photography instructor to learn and practice the concepts of photo composition and the use of light and shadow, shape and form, to take photographs during the field visit to a wetland habitat. Back in the classroom, students work with their digital images to prepare submissions to LROW.

2. How would you add your own personal touch to the LROW Lesson plan for the Field Study and the classroom sessions in the discipline that you selected (Visual Art, Poetry, and/or digital photography)?

   

   SIGNATURE: ___________________________________________ DATE: ___________________________

   PRINTED NAME & TITLE OF AUTHORIZED OFFEROR REPRESENTATIVE EXECUTING PROPOSAL

   END OF EXHIBIT B
Pima County values and encourages sustainable practices. Do you incorporate any of the following sustainable practices?:

<table>
<thead>
<tr>
<th>Sustainability</th>
</tr>
</thead>
<tbody>
<tr>
<td>☐ Waste prevention/reduction or material recycling/reuse?</td>
</tr>
<tr>
<td>☐ Alternative energy/fuels (such as solar/wind energy, bio-diesel, alternative fuels, hybrid vehicles) in your program’s preparation, transportation, and demonstration?</td>
</tr>
<tr>
<td>☐ Environmentally preferable materials (such as recycled materials; locally produced/manufactured products)?</td>
</tr>
<tr>
<td>☐ Sustainable practices that lessen impact on non-renewable resources and global climate change (such as reduction in water/energy/paper use; minimization of hazardous materials; use of compressed/flexible work schedules)?</td>
</tr>
<tr>
<td>☐ Other practices which coincide with the County’s definition of sustainable practices (such as alternative modes of transportation; transportation minimization; life-cycle costs; product/packaging “take back” practices; preference to firms located within Pima County)?</td>
</tr>
</tbody>
</table>

SIGNATURE: ___________________________________________ DATE: _______________________

PRINTED NAME & TITLE OF AUTHORIZED OFFEROR REPRESENTATIVE EXECUTING PROPOSAL