



PIMA COUNTY NOTICE OF REQUEST FOR PROPOSALS (RFP)

Solicitation (RFP) Number: **152973** Title: **Special Interest Class Instructors**
Commodity Code: 92400 - Educational Services

Due In and Opens:

OCTOBER 27, 2014 at or before 3:00 P.M. Local Arizona Time (MST)

Submit Proposal To:

Pima County Procurement Department
130 West Congress, 3rd Floor, Receptionist
Tucson, Arizona 85701

Pre-Proposal Conference:

October 15, 2014 AT 6:00 P.M. LOCAL ARIZONA TIME (MST)
Pima County Natural Resources, Parks and Recreation, Administration Bldg.
3500 W. River Rd, Tucson, Az 85741

SOLICITATION: Pima County is soliciting proposals from Offerors qualified, responsible and willing to provide the following Goods and/or Services in compliance with all solicitation specifications and requirements contained or referenced herein.

GENERAL DESCRIPTION: To provide the Pima County Department of Natural Resources, Parks and Recreation with Special Interest Class Instructor services for the Art and Leisure Program. Proposals for all types of classes and age groups will be considered. The estimated annual amount of \$35,000.00 may be awarded to several contractors in various amounts per contract. MWBE requirements will apply.

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 Due In and Opens Date and Time 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.

A Pre-Proposal Conference will be held 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.

Proposals shall be submitted 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 rejection as *non-responsive*.

Offerors must complete and return those documents identified in the Instruction to Offerors Submission of Proposals instruction. Proposals may not be withdrawn for 60 days after opening except as allowed by Pima County Procurement Code.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 CAN AND ARE WILLING TO COMPLY, AND TO INCORPORATE ALL ASSOCIATED COSTS IN THEIR PROPOSAL.

Questions and Deviation requests shall be submitted in writing to Procurement Department, Attention: Jennifer Moore. All submittals shall reference the Solicitation Number and Title; Questions or Deviation Requests submitted within 8 days of the solicitation *Due In and Opens Date and Time* may not be answered.

Fax: (520) 791-6509 email: Jennifer.Moore@pima.gov

USPO Mail to the following address:

Pima County Procurement Department, 130 W. Congress, 3rd Floor, Mailstop # DT-AB3-126; Tucson, AZ 85701

VERBAL REQUESTS FOR CLARIFICATIONS OR INTERPRETATIONS WILL NOT BE ACCEPTED.

Jennifer Moore, CPPB
Commodity/Contracts Officer

Publish: The Territorial: October 1, 2, 3 & 6, 2014

1. PREPARATION OF RESPONSES

All proposals shall be made using the forms provided in this package. All prices and notations must be printed in ink or typewritten. **No erasures are permitted.** Errors may be crossed out and corrections printed in ink or typewritten adjacent to error and shall be initialed in ink by person signing the proposal. Typewritten responses are **preferred**.

All proposals shall, as appropriate, indicate the registered trade name, stock number, and packaging of the items included in the proposal.

Surety required by this solicitation may be in the form of a bond, cashier's check or certificate of deposit made payable to *Pima County*. Personal or company checks are not acceptable.

2. PRICING and OFFER DOCUMENTS

Throughout this solicitation document, the meaning of *proposal* and *offer* are intended to be synonymous.

Offerors shall complete and submit their offers utilizing the forms provided by this solicitation. Requested information and data shall be provided in the precise manner requested. Product descriptions shall provide sufficient information to precisely document the product being offered. Failure to comply may cause the proposal to be improperly evaluated or deemed non-responsive.

The proposal/offer certification document must be completed and signed by an authorized representative certifying that the firm can and is willing to meet all requirements of the solicitation. Failure to do so may be cause to reject the proposal as non-responsive.

All unit prices shall remain firm for the initial term of the executed agreement, with the exception that should offeror during the term of the agreement offer to another buyer pricing for like or similar quantity, products or services at price more favorable than those given to the County, that offeror shall offer same pricing to County effective on the date offered to other buyer. Unit prices given by offeror shall include all costs required to implement and actively conduct and document cost control and reduction activities. Unit Prices shall include all costs and, unless otherwise specified, shall be F.O.B. Destination & Freight Prepaid Not Billed ("F.O.B. Destinations"). Unit prices shall prevail in the event of an extension error. Price each item separately. Delivery time if stated as a number of days shall mean "calendar" days. Pima County reserves the right to question and correct obvious errors.

3. GENERAL SPECIFICATIONS & DEVIATIONS

The specifications included in this solicitation are intended to identify the kind and quality of goods and/or services to be provided without being unnecessarily restrictive, and as required to provide the information needed for the development of consistent and comprehensive proposals.

Equipment brand names, models and numbers, when given are intended to identify a level of quality, equivalent performance and dimensional specifications, and are for reference only, unless otherwise specified in the solicitation.

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

Items included in the proposal shall meet the specifications and requirements set forth by the solicitation.

Deviation requests shall 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. Deviation requests shall be submitted prior to the initial solicitation due date. Requests submitted within 8 days of the solicitation due date may not be answered. Acceptance or rejection of said deviation request shall be at the sole discretion of the County and in accordance with Pima County Procurement Code.

Offerors are advised that conditional offers that do not conform to or that request exceptions to the published solicitation and addendums may be considered non-responsive and not evaluated.

All equipment shall be models of current production, latest design and technology, new and unused unless otherwise specified Manufacturer and offeror documentation, including and not limited to the following shall be provided by the successful offeror not later than 14 days after request by the County and at no additional cost; warranty; caution-informational warnings; recommended maintenance schedule and process; recommended spare parts list; operating, technical and maintenance manuals including drawings, if appropriate; product brochures; and material safety data sheets (MSDS).

Phase 2 of the Evaluation Process:

Contractor must provide a minimum of three (03) samples of their work or be able to demonstrate Contractor's field of expertise. Examples of acceptable samples include but are not limited to: oil painting done by the Contractor, videotape of a Jazzercise lesson, ceramic pottery made by the Contractor, jewelry made by the Contractor, or a basket woven by the Contractor. *Pictures and/or slides of samples will NOT be accepted.*

For a proposal to be further considered for evaluation and consideration of a contract award, a minimum of 15 points for Evaluation Criteria D is required.

Demonstration/Oral Presentation: The criteria that will be used by the evaluation panel when scoring the offeror's Demonstration/oral presentation is as follows:

Evaluation Panel member will complete this evaluation form during the demonstration/oral presentation conducted by the Contractor listed below. Panel Members reserve the right to ask additional questions.

Name of Contractor: _____

Date/Time of Demo: _____

Panel Member Name: _____ Title _____

Art & Leisure Class Evaluation Criteria: Contractor must achieve a minimum score of 15 or greater for a successful recommendation of contract award.

#	Evaluation Criteria	Possible Pts.	SCORE
1	Course - Is information presented and demonstrated clearly and with proficiency? Is the program interactive or audience driven? Are the handouts, activities, syllabus, course descriptions or guides easy to follow? Are class materials and supplies demonstrated, explained? Contractor, Co-workers, employees present? Is the course subject matter demonstrated one you would /could see happening in more than one facility, with multiple types of students?	9	
2	Collaborative Relationship -Is this presenter willing to work with NRPR on adapting courses to meet flexibility of Session times, increase enrollment, expand marketing?	2	
3	Code of Conduct - Did Contractor acknowledge reading and agreeing to the terms of the Code of Conduct?	1	
4	Enrollment - Is the Contractor likely to get full enrollment for three or more classes in the first year of the contract?	3	
5	Fees: Are fees reasonable, affordable, and relative to course?	5	

Notes:

TOTAL SCORE FOR THIS CONTRACTOR: _____.

Panel Member Signature: _____

Phase 2 of the Evaluation Process:**Exhibit C: Course Fees:**

Contractor shall document in Exhibit C: Course Fees all applicable costs associated with student participating in each class and successfully completing the course.

Course Fee shall be firm, fixed, and fully-loaded for each course and shall be documented in Exhibit C: Course Fees, Item #1. The firm, fixed, fully-loaded Course Fee shall include all direct cost, indirect cost, overhead and profit margin, as well as subcontractor's total costs if appropriate.

Materials/Supplies Fee shall be minimal and in accordance with terms specified in Exhibit C: Course Fees, Item #2.

Workshop Fee shall be reasonable and in accordance with the terms specified in Exhibit C: Course Fees, Item #3.

Recommended contract award amount will take into consideration but not be limited to previous contract value; likely number of classes to be conducted in the first year, availability of facilities, number of classes offered and/or hours and days the Contractor is willing to conduct classes.

SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE (Professional Services Excluded)

Any contract funded in any amount with federal funds is not eligible for this preference.

For those proposals whose cost does not exceed \$500,000 per contract year, a 5% bid preference will be given to firms submitting SBE Certificates issued by the City of Tucson WITH THEIR BID; said certification is subject to verification and acceptance by Pima County. If the certification is accepted by Pima County, the bid will be evaluated at 95% of the Total Price Proposed amount to determine the low and responsive bid. If an award of contract is made, the contract will be formed utilizing the Unit Prices, Total Price Proposed or as negotiated. **To be eligible for the price preference, SBE firms must include with their proposal documents a copy of their current SBE certificate document** which may be acquired from the City of Tucson; Office of Equal Opportunity Programs, (520) 791-4593 (520) 791-2639 TTY, 201 N. Stone Ave., 3rd Floor North, Tucson, AZ 85701.

Their SBE website, which typically includes an SBE Application Form and a Directory listing firms holding SBE Certification, is located at: <http://cms3.tucsonaz.gov/office-equal-opportunity-programs-small-business-enterprise-program>

The process of acquiring SBE Certification may take several weeks. Please contact the Pima County Vendor Relations Division at **(520) 724-3021 or (520) 724-8465** for assistance or further information.

Pima County reserves the right to request additional information and/or clarification. Any clarification of a proposal shall be in writing. Recommendation for award will be to the responsible and responsive offeror whose proposal is determined to be the most advantageous to the County taking into consideration the evaluation criteria set forth in this solicitation.

If an award is made, the County will enter into an agreement with the multiple Contractors that submitted the highest scoring responsive and responsible offer(s) by executing and transmitting a Master Agreement (MA) or Purchase Order (PO) document that incorporates the Offer Agreement without further action by the Offeror.

The County may conduct discussions with the Offeror to clarify the Offer and Agreement details provided that they do not substantially change the intent of the solicitation. Unless otherwise specified, relative ranking of proposal(s) will be made considering the average of total points given to each proposal by evaluators.

6. SUBMISSION OF OFFERS

Offerors are to complete, execute and submit **one original** of the required documents. The submittal shall 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:

1. **SIGNED OFFER AGREEMENT**, (including Pima County Standard Terms and Conditions) and the completed information of the following sections:
 - **Section 13.** Acknowledgement of Solicitation Addenda
 - **Section 14.** Small Business Enterprise (SBE) Certification
 - **Section 16.** Contractor/Offer Certification information as requested and

2. **Exhibit A: Experience/Credentials of Key Personnel (2 Pages)**, fully completed as requested, including all requested documentation. Complete Part 1 and Part 2. Make copies page 2, Part 2 if more than 2 co-workers or employees will assist the Contractor in performing services; complete and submit as a part of proposal.
3. **Exhibit B: Course Information Form (2 Pages)**, Page 1, Parts 1 -8, fully completed as requested (Page one of the form must be copied and completed for each course title proposed – make copies if more than one course title is proposed). Page 2, containing Section 9 and **Sustainability Questions** need only be completed once. Do not submit page 2 for each course title offered.
4. **Exhibit C: Course Fees:** Complete this form as requested. If multiple courses are offered make copies and submit a separate page for each course title offered. Complete Optional Early Payment Discount – if not applicable indicate N/A.

The proposal shall be bound (stapled) and indexed in the order as indicated above. Please do not use 3-ring hard cover binders.

Proposals must be received and time stamped at the specified location at or before the Due Date/Time as defined by the *Request for Proposals*. Unless specifically requested (References) Facsimiles will not be accepted. The “time-stamp” provided by the County shall be the official time used to determine the timeliness of the submittal. Proposals and modifications received after the Due Date/Time will not be accepted, or will be returned unopened. Timely submittals will be opened and recorded promptly after the Due Date/Time.

Proposals must be signed by an authorized agent of the offeror and submitted 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/ Time specified by the *Request for Proposals*.

Proposals and modifications received after the closing time specified will not be accepted. Facsimiles of proposals will not be accepted.

Failure to comply with the solicitation requirements may be cause for the offeror’s proposal to be rejected as *non-responsive* and not evaluated.

7. BEST AND FINAL OFFER

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 discussions are held and clarifications are requested, a written request for best and final offers shall be issued. The request shall set forth the date, time, and place for the submission of best and final offers. If offerors fail to respond to the request for best and final offer or fail to submit a notice of withdrawal, their immediate previous offer will be construed as their best and final offer.

8. COMPLIANCE WITH AGREEMENT

County will execute an agreement with the successful offeror by issue of a Master Agreement (MA) or Purchase Order (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 shall 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 shall be at the Offeror’s own risk. Offerors shall decline verbal requests to deliver items in excess of the agreement and shall report all such requests in writing to the Pima County Procurement Department within 1 workday of the request. The report shall include the name of the requesting individual and the nature of the request.

9. INQUIRIES & NOTICE OF RECOMMENDATION FOR AWARD (NORFA)

Results of this procurement will not be given in response to telephone inquiries. Interested parties are invited to 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 shall 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 *Due In and Opens* date set for receipt of the bid or proposal. Responses from COUNTY will be made by written addendum and sent to all known potential respondents. Issues identified less than 8 days prior to the *Due In and Opens* date may not be answered.

Interested parties are invited to attend the public opening of submissions at the time and date stated in this solicitation.

“The Pima County protest procedures are in Chapter 11.20 of the Pima County Procurement Code, available through <http://www.pima.gov/cob/code/>. 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 bidders, proposers and offerors to check the website”

10. VENDOR RECORD MAINTENANCE

By submitting a response to this solicitation, the submittor agrees to establish and maintain a complete Pima County Vendor 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 due date. The Vendor also agrees to update the information within ten calendar days of any change in that information 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 Self Service (VSS). The registration requires that the Vendor establish and maintain email functionality. In addition to providing the means for a Vendor to create and maintain their Vendor record, VSS also provides for email notice to the vendor regarding solicitations published by Pima County for commodities of interest as defined by the Vendor record. Internet links for Vendor Registration are located at the Procurement Internet page: <http://www.pima.gov/procure/venreg.htm>.

END OF INSTRUCTIONS TO OFFERORS
(Revised April 23, 2014)

1. INTENT:

This document is intended to establish an "As Required" indefinite delivery/indefinite quantity (IDIQ) "Master" agreement contract to provide Pima County ("COUNTY") with such quantities of Art and Leisure Classes as provided the Instructor herein after refer to as "CONTRACTOR" that the COUNTY may order from time to time by issue of Delivery Order (DO) pursuant to a resulting executed and effective Master Agreement.

As defined by the attached Pima County Standard Terms and Conditions (STC) this agreement is non-exclusive and may be terminated for any reason without penalty or cost to Pima County.

All Goods and Services offered or provided pursuant to the resulting executed and effective agreement shall 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.

It is the intent of all parties to this agreement that this document, including all attachments and documents incorporated by reference, constitutes the entire agreement between the parties pertaining to the subject matter hereof, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein. This Contract may be modified, amended, altered or extended only by a written amendment signed by the parties.

2. AGREEMENT TERM EXTENSIONS-RENEWALS & REVISIONS:

The initial term of the Master Agreement will be for a one year period and include four (4) one-year renewals that may be exercised upon the written agreement of the parties as follows:

Proposed extension or renewals of the contract if included in the contract and revisions to the contract shall be made through the issuance by COUNTY to CONTRACTOR of a revised Master Agreement (MA), document setting forth the requested changes.

Failure by Contractor to object in writing to the proposed revisions, terms, conditions and/or specifications within ten (10) calendar days of issuance by COUNTY shall signify acceptance by CONTRACTOR and the amendment shall be binding upon the parties, effective on the date of issuance.

3. CONTRACTOR MINIMUM QUALIFICATIONS:

The CONTRACTOR certifies that they are competent, willing and responsible for performing the services or providing the products in accordance with all requirements of the solicitation and this Offer Agreement. The CONTRACTOR further stipulates that they possess all licenses required by applicable Agencies to satisfy the requirements of this agreement.

4. PRODUCT OR SERVICE SPECIFICATIONS & SCOPE:

All goods and services shall conform to the Instructions to Offerors, and Standard Terms and Conditions as modified or added to by the below Scope of Services, **Exhibit A: Experience /Credentials of Key Personnel** and **Exhibit B: Course(s) Information Form(s)**

A. INTRODUCTION:

Pima County Natural Resources, Parks and Recreation Department manages 15 different Community Centers and 47 Parks that are available for conducting Art & Leisure Classes pursuant to an executed contract.

The COUNTY will consider all types of Art and Leisure classes.

CONTRACTOR will be responsible for overall course development and class instructing with minimal supervision by the COUNTY.

CONTRACTOR will be responsible for developing class descriptions, determining the minimum student enrollment, conducting classes, establishing fees, and in some instances providing equipment, materials, and facilities.

COUNTY and CONTRACTOR will both agree to the times, dates and location of classes.

B. ART AND LEISURE CLASSES:

Art and Leisure courses of various types and students will be considered, including but not limited to the following:

5. Ceramic/pottery
 - Drawing (all media)
 - Painting (all media)
 - Jewelry
 - Crafts
 - Weaving
 - Acting/Stage Craft
 - Dog Obedience
 - Wellness
 - Physical Fitness/Exercise
 - Dance Instruction
 - Other

NOTE: CONTRACTOR shall be responsible for all lab work pertaining to their classes, i.e. jewelry CONTRACTOR shall be responsible for doing burnouts for casting classes, etc. Pima County does have a ing the studio in a clean and safe working environment. Ceramic Contractors will be expected to work with the Pima County Ceramic Studio Supervisor to fulfill class needs.

C. STUDENTS:

Adult classes are for individuals ages 16 and up.

Youth classes are for ages 15 and below.

D. CLASS SESSIONS AND TIMES:

Pima County offers six (6) sessions of varying length throughout the year for conducting of classes, as generally described below.

<u>SESSION</u>	<u>LENGTH</u>	<u>TIME FRAME</u>
Session I	8 weeks	First full week in January through first week of March
Session II	8 weeks	Mid-March through first week of May
Session III	8 weeks	May & June
Session IV	8 weeks	July & August
Session V	6 or 7 weeks	Week after Labor Day through mid-October
Session VI	8 weeks	End of October through mid-December

COUNTY will work with each CONTRACTOR to schedule the course(s), time, and facility during any one session or all sessions.

COUNTY will generally contact the CONTRACTOR 5 - 8 weeks prior to the beginning of a Session to determine:

- Courses that the CONTRACTOR wants to offer,
- Time and Date of each class,
- Facility
- Advertising/Marketing material that will be posted on the NRPR website, printed in the Art & Leisure Class brochure, supplemental advertisements created by the CONTRACTOR and approved by the COUNTY for distribution.

Courses may consist of any number of classes and be scheduled with numerous classes/labs that span less than the entire session, i.e. one-day or two-day workshops.

Courses may consist of multiple classes that require the scheduling for a time frame that exceeds a session's standard time frame of 4 to 8 weeks.

Class times may be scheduled for morning, afternoon, or evening hours.

E. FACILITIES AND EQUIPMENT:

CONTRACTOR may request to conduct courses at the below listed Pima County Facilities (Community Centers/Parks) and/or CONTRACTOR's designated facility. Actual use of any facility to conduct Pima County Art and Leisure Classes must be approved by an authorized representative of NRPR.

Any non-County facility used for the purpose of conducting Pima County Art and Leisure Classes must be licensed and/or permitted for such activities. CONTRACTOR must submit to the COUNTY copies of all documents required to conduct business at the facility. Such documentation may include but not be limited to permits and or licenses issued by the City of Tucson documenting occupancy levels, intended use, Pima County Health Department, etc.

Some Pima County Community Centers have available equipment such as pottery wheels, kilns, torches, buffers, etc. at no charge to the CONTRACTOR.

Facility tours and equipment inspections can be arranged by contacting Carolyn L. Lenz, Program Manager, at 877-6156. All other specialty equipment is the responsibility of the CONTRACTOR.

CONTRACTOR reserves the option to ask students to bring their own equipment (i.e. easels, tables, looms, etc.).

It is the responsibility of the CONTRACTOR to inspect the facility and equipment PRIOR to submission of a proposal and/or agreeing to schedule a course.

Note: The word "accommodates" is defined as "the facility may have the specified equipment and/or the space will accommodate the use of the equipment."

PIMA COUNTY COMMUNITY CENTERS:

- Pima County Art Center at the NW YMCA, 7770 N. Shannon Road
Hours of Operation: 6 a.m. – 9 p.m., Monday - Sunday
Occupancy Levels: 3 classrooms with a maximum student capacity of 10 – 16 depending on the class.
Accommodates: jewelry/silversmithing, ceramics/pottery, drawing, painting, youth arts and crafts, beading, stitchery/needlework, fabric arts, nature/science classes, language classes. Access to some facilities in the YMCA is available for exercise/martial arts classes if times do not conflict with YMCA or PCC classes.
- Ellie Towne/Flowing Wells Community Center, 1660 W. Ruthrauff Road (new intersection of Wetmore, Romero and Ruthrauff Roads), Tucson, AZ
Hours of Operation: TBA
Occupancy Levels: 1 classroom with adjacent kiln room, a second classroom, and a dance/exercise room
Accommodates: ceramics/pottery; drawing, painting, youth arts and crafts, beading, dance, exercise, fabric arts, nature/science classes; language classes, or any class that does not require special equipment.
- Ajo Recreation Center, E.S. Bud Walker Park, 290 5th Street, Ajo, AZ
Hours of Operation: 8 a.m. – 10 p.m., Monday - Sunday
Occupancy Levels: 3 rooms, 8-15 student capacity, depending on class
Accommodates: ceramics, stained glass, drawing, painting, language classes, fabric arts, stitchery/needlework, exercise, martial arts, dance, etc.
- Children's Memorial Park, 4851 N. 15th Place, Tucson, AZ
Hours of Operation: 7 a.m.-10 p.m., Monday - Sunday
Occupancy Levels: that suitable for dog obedience classes.
Accommodates: no indoor facilities, dog obedience classes only.
- Other Natural Resources, Parks and Recreation facilities will be considered for class location on a case by case basis.
- Southeast Regional Park Shooting Range, 11296 S. Harrison Road, Tucson, AZ
Hours of Operation: 8:00AM-5:00PM, Thursday-Sunday
NO ADDITIONAL CONTRACTORS ARE BEING ACCEPTED AT THIS FACILITY
- The use of parks to conduct outdoor classes will be considered on a case-by-case basis.

F. ADVERTISEMENT AND PROMOTION:

Pima County advertises and promotes Art and Leisure Courses at the County's expense on the County's web page www.pima.gov/nrpr and a Class Information Brochure.

The Class Information Brochure will be printed by Pima County and will be distributed through the 27 Pima County Library Branches, NRP&R 15 Community Centers, and some businesses.

Additional advertising by the CONTRACTOR is highly recommended and must be approved by the COUNTY in writing BEFORE the advertisement date. Pima County NRPR department logo must be included on supplemental advertising.

G. CODE OF CONDUCT:

1. CONTRACTOR and County approved Co-Workers providing class/lab instruction are to conduct themselves in a professional manner during his/her work hours
 - a. Be prompt; arrive in enough time to set up your classroom.
 - b. Be prepared to teach the subject matter for the class.
 - c. Do not gossip. That includes matters concerning other CONTRACTORS.
2. CONTRACTOR and County approved Co-Workers are to dress appropriately/professionally for the task
 - a. Clothing should be safe for handling the job at hand.
3. If CONTRACTOR cannot make it to class, he/she must notify his/her students and schedule a make-up class for a time convenient for the students.
4. CONTRACTOR must comply with County staff member's request to stop any inappropriate behavior or violation of this code of conduct, or any other NRPR policy.

Facility/Classroom responsibilities and procedures:

1. CONTRACTOR must remain with students at all times class is being held.
 - a. Unforeseen circumstances that require a CONTRACTOR to not be present should be addressed by partially or completely cancelling class for the day. Makeup classes and times can be requested to the Recreation Program Manager.
2. Any classroom keys issued to CONTRACTOR must remain in CONTRACTOR'S possession at all times.
 - a. Keys should never be loaned out to students (or any other member of the public) without written permission from the Recreation Program Manager.
 - b. Restroom keys issued to the CONTRACTOR can be shared with students during class hours. However, CONTRACTOR must have restroom keys returned before the end of class.
3. **Opening facility:** CONTRACTOR is to unlock doors and any equipment necessary for class. CONTRACTOR is to identify any broken or damaged items and report to the NRPR Recreation Program Manager.
4. **Closing facility:** The CONTRACTOR is to Lock all doors and ensure that all equipment is secured. The CONTRACTOR is to ensure that the facility is clean to original condition before class room use and that the room is ready for the next class' use. CONTRACTOR is to report any broken or damaged items to the Recreation Program Manager.
 - a. If the CONTRACTOR rearranges the tables in the classroom, the CONTRACTOR is responsible for putting the tables and chairs back in the prescribed configuration, as per the posted diagram.
5. The CONTRACTOR is responsible for maintaining the classroom in a clean and orderly appearance. The rooms are shared with other classes and Contractors. There is only minimal janitorial service. It is suggested that you have your students spend the last 10 minutes of each class cleaning up or plan to do it yourself. This includes sweeping the floors, emptying trash, etc. Cleaning supplies and equipment are available in every room.

Non-performance specifications:

1. COUNTY standard for minimum number in a class per session is five (5) registered students. CONTRACTOR may conduct a class with less than the minimum number of County required students. However, taking into consideration facility and community needs, the County, at its sole discretion, may limit and/or discontinue future offerings of classes with less than five registered students.

2. CONTRACTOR'S failure to comply with the Code of Conduct or Facility/Classroom Responsibilities and Procedures as described above could result in the cancelling of future classes and the termination of your contract with Pima County.

H. FEES:

Unit Prices shall be identified in Exhibit C: Course Fees for each Course, Material/Supply, Workshop offered to enrolled students.

COURSE FEE: COUNTY collects all COURSE FEES from enrolled students and remits 80% of the fees collected to the CONTRACTOR. In the event the student remits course fees to the Contractor, the Contractor is responsible for submitting all funds to the COUNTY.

MATERIAL/SUPPLY FEE: A minimal material/supply fee, not to exceed \$25.00 may be collected by the CONTRACTOR from each student at the beginning of each class session for the purchase of common materials/supplies to be shared by all students. Any fee for materials or supplies in excess of \$25.00 may not be accepted. Requests for materials/supplies fee in excess of \$25.00 will be considered by Natural Resources, Parks and Recreation on a case by case basis. Students will provide all other class materials.

CONTRACTOR may purchase supplies for resale to their students as a convenience to their students; however, the CONTRACTOR may only charge a fee for said supplies that is equivalent to the cost to the CONTRACTOR. The CONTRACTOR may not charge a fee for materials in excess of cost and may not include the cost of resale materials in their supply fee. Supply fees are to be used to purchase materials, supplies, and small tools/equipment that will be available to all members of the class (i.e. these supplies will be common property) and remain with the facility.

WORKSHOP FEE: CONTRACTOR who set up workshops to allow their students more work time and who charge extra for said workshop must complete a registration form for each participant for each time they attend and turn the fee in to the COUNTY. The CONTRACTOR may include the workshop fees on a "Contract Request for Payment" form at the same percentage rate as for class registration.

5. OFFER ACCEPTANCE AND ORDER RELEASES:

Offer(s) will be accepted and executed by the COUNTY by issue of a Master Agreement (MA) (Recurring requirements) and effective on the document's date of issue without further action by either party. Master Agreement (MA) and Contract documents will document the term of the agreement.

Order(s) for products or services pursuant to an executed Master Agreement will be made by COUNTY by issue of Delivery Order (DO) and related documents as applicable.

Order documents will be furnished to CONTRACTOR via facsimile, e-mail or telephone. **If the order is given verbally, the County Department that issued the order will transmit a confirming order document to the CONTRACTOR within five workdays of the date the verbal order is given.**

CONTRACTOR is prohibited from supplying materials or services pursuant to the resulting agreement that are not documented or authorized by a Delivery Order (DO) at the time of provision. The CONTRACTOR agrees that the COUNTY accepts no responsibility regarding this agreement for control or payment for materials or services not documented by a Pima County Delivery Order (DO).

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

6. ACCEPTANCE OF SERVICES AND PRODUCTS:

Acceptance of the goods and services shall be made by the County Department designated on the issued Order in accordance with this agreement. Acceptance is required prior to commencement of Payment terms.

7. COMPENSATION & PAYMENT:

All pricing shall satisfy and conform to Pima County's Living Wage ordinance if applicable including required annual adjustments of the wage.

CONTRACTOR shall submit Request(s) for Payment/Invoices to the location and entity defined by the County's Order document.

All Invoice documents shall reference the County's Purchase Order (PO) Delivery Order (DO) or Delivery Order Maximo (DOM) or Contract number under which the services or products were ordered. **ALL** Invoice line items shall utilize the item description, precise unit price and unit of measure defined by the County's Order or Contract document. Invoices that include line items or unit prices that do not match those documented by the County's order or contract may be returned to the CONTRACTOR unprocessed for correction. **CONTRACTOR shall not accept orders, or provide services or products that cumulatively exceed the amount.**

Standard payment terms are **Net 30** from the date of valid invoice document and shall not commence until receipt of goods into payment system by the receiving Department and CONTRACTOR'S Invoice is received and verified by Pima County Financial Operations.

The Master Agreement (MA) or Purchase Order (PO) issued to accept CONTRACTOR offer will define the not to exceed amount of the agreement.

Unit Pricing may be negotiated and established as per all requirements of the agreement for items included in the scope of the agreement and for which unit pricing has not been previously defined provided that the item and unit price are offered in writing by the CONTRACTOR.

Unless otherwise stipulated by this agreement or the County's order, all pricing shall be *F.O.B. Destination & Freight Prepaid Not Billed ("F.O.B. Destination")*, delivered to and unloaded at the destination(s) defined by the delivery article of this agreement or accepted *Order* for services or products and all freight cost shall be included in the offered Unit Price.

Although State and City sales tax may not be fully or accurately defined on an order, they will be paid when they are **DIRECTLY** applicable to Pima County and invoiced as a separate line item; those taxes should not be included in the item unit price.

Price Warranty. Seller shall give Pima County benefit of any price reduction before actual time of shipment. Sellers agree that all pricing given includes all costs required to conduct aggressive and active cost control and reduction activities.

Price Escalation. It is agreed that all Unit Prices include compensation for the Seller to implement and actively conduct cost and price control activities. It is the intention of both parties that pricing shall remain firm during the initial year of the agreement after which the parties intend to consider price increases no more frequently than once per year. Seller shall submit a written request to COUNTY that includes supporting documents justifying requested increases at least 90 days prior to the desired implementation date; Seller shall provide evidence, cite sources, specific conditions and document how those conditions affect the cost of its performance, and specific efforts Seller 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.

Refer to Exhibit C: Course Fees

8. DELIVERY:

As defined by the Standard Terms "On-Time" delivery is an essential part of the consideration to be given to the COUNTY under the agreement. Delivery will be made in accordance with the Instructions to Bidders, Standard Terms and Conditions and to the location(s) referenced on the Delivery Order (DO).

9. TAXES, FEES, EXPENSES:

Articles sold to Pima County are exempt from federal excise taxes. The COUNTY is subject to State and City sales tax. No separate charges for delivery, drayage, express, parcel post, packing, insurance, license fees, permits, costs of bonds, surcharges, or bid preparation, will be paid by Pima County, unless expressly included and itemized by the solicitation documents.

10. OTHER DOCUMENTS

CONTRACTOR and COUNTY in entering into this agreement have relied upon information provided or referenced by Pima County Solicitation No. 152973 including the Invitation For Bids, Request for Proposals, Instructions to Bidders, Standard Terms and Conditions, Solicitation Addenda, Contractor's Bid Offer, documents submitted by CONTRACTOR or References to satisfy CONTRACTOR Minimum Qualifications and on other information and documents submitted by the CONTRACTOR in its' response to the 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.

11. INSURANCE:

Insurance needs will be determined on an as needed basis with each CONTRACTOR before the agreement commences and services are provided. Specific insurance needs will be determined on an as needed basis with each contractor before the agreement commences.

Generally any instructor offering a class where there is a greater than average possibility of a participant being injured, such as martial arts, firearms training, etc., will be required to have one million dollars liability insurance naming Pima County as additional insured. Any instructor using his/her own facility/studio will also be required to have one million dollars liability insurance naming Pima County as additional insured

Professional Liability Insurance

Professional conduct shall be maintained at all times and at no time should Contractor's conduct lend itself to an accusation of improper behavior. Pima County does not provide liability insurance to contracted instructors. Therefore, Pima County will not insure nor defend any contracted instructor. It is recommended that contracted instructors obtain general liability insurance during the term of this contract.

Insurance for Higher Risk Special Interest/Art and Leisure Classes

Instructors for higher risk special interest classes (firearms training, martial arts, exercise, etc.) must be members of and certified by a professional organization. The general liability insurance they obtain must be obtained through the professional organization of which they are a member. Any recommendations for class-size limits by the professional organization are to be followed.

Automobile insurance

Driving is not a requirement of this contract. CONTRACTOR agrees not to drive a vehicle transporting persons or property to or from the contracted activity or on behalf of Pima County, therefore, the requirement for proof of automobile insurance in regard to this contract is waived.

Worker's Compensation Insurance - Waiver

The CONTRACTOR is a sole proprietor. CONTRACTOR is performing work as an independent CONTRACTOR for the COUNTY. CONTRACTOR is not the employee of COUNTY for workers' compensation purposes and, therefore, the CONTRACTOR is not entitled to workers' compensation benefits from COUNTY. The CONTRACTOR understands that if there are any employees, paid, unpaid or paid-in-kind, working for the CONTRACTOR, the CONTRACTOR must maintain workers' compensation insurance.

Sample Insurance

The CONTRACTOR'S insurance shall be primary insurance and non-contributory with respect to all other available sources. CONTRACTOR shall obtain and maintain at its own expense, during the entire term of this Contract the following type(s) and amounts of insurance:

- a) Commercial General Liability in the amount of \$1,000,000.00 combined single limit Bodily Injury and Property Damage. COUNTY is to be named as an additional insured for all operations performed within the scope of the Contract between COUNTY and CONTRACTOR;
- b) Commercial or Business automobile liability coverage for owned, non-owned and hired vehicles used in the performance of this Contract with limits in the amount of \$1,000,000.00 combined single limit or \$1,000,000.00 Bodily Injury, \$1,000,000.00 Property Damage;
- c) If this Contract involves professional services, professional liability insurance in the amount of \$1,000,000.00; and,
- d) If required by law, workers' compensation coverage including employees' liability coverage.

CONTRACTOR shall provide COUNTY with current executed certificates of insurance within two weeks from when the Notice of Award is issued by the COUNTY. All certificates of insurance shall guarantee the provision of thirty (30) days prior written notice to the COUNTY of cancellation, non-renewal or material change.

OFFER AGREEMENT

Solicitation # 152973

Title: Special Interest/Art and Leisure Class Instructors

Page 8 of 19

12. PERFORMANCE BOND: N/A

13. ACKNOWLEDGEMENT of SOLICITATION ADDENDA:

CONTRACTOR acknowledges that the following solicitation addenda have been incorporated in their offer and this agreement:

Addendum #	Date	Addendum #	Date	Addendum #	Date

14. SMALL BUSINESS ENTERPRISE (SBE) CERTIFICATION:

Is your firm SBE certified as defined by the solicitations 'Instruction To Offerors'? Yes No (Select one)
If 'Yes', have you included your certification document? Yes No (Select one) NOTE: If the SBE Certification document is not submitted with your bid the SBE Preference cannot be applied.

15. NOTICE: Any notice required or permitted to be given under this Agreement shall be in writing and shall be served by personal delivery or by certified mail upon the other party as follows:

COUNTY:

Pima County Natural Resources Parks & Recreation
Mr. Chris Cawein, Director
3500 W. River Road
Tucson, Az 85741

CONTRACTOR:

At the name, mailing address, phone, email listed in section 15. Proposal Offer Certification and/or as per the Offers' Pima County Vendor Record.

The remainder of this page is intentionally left blank.

OFFER AGREEMENT

Solicitation # 152973

Title: Special Interest/Art and Leisure Class Instructors

Page 9 of 19

16. CONTRACTOR/OFFER CERTIFICATION:

CONTRACTOR LEGAL NAME:	
BUSINESS ALSO KNOWN AS:	
MAILING ADDRESS (Contract and Delivery Order Documents and Notices):	
CITY/STATE/ZIP:	
REMIT TO ADDRESS (Payments):	
CITY/STATE/ZIP:	
CONTACT PERSON NAME/TITLE	
PHONE:	
FAX:	
CONTACT EMAIL ADDRESS:	
CORPORATE HEADQUARTERS LOCATION:	
CONTACT PERSON NAME/TITLE:	
ADDRESS:	
E-MAIL ADDRESS:	
CITY, STATE, ZIP:	

By signing and submitting these Offer Agreement documents, the undersigned certifies that they are legally authorized to represent and bind the "CONTRACTOR" to legal agreements, that all information submitted is accurate and complete, that the firm has reviewed the Procurement website for solicitation addenda and incorporated to their offer, that the firm is qualified and willing to provide the items and services requested, and that the firm will comply with all requirements of the solicitation. The Unit Pricing includes all costs incidental to the provision of the items and services 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 may not be evaluated. Offeror's submission of a signed offer agreement shall constitute a firm offer and upon the issuance of a Master Agreement (MA) or Purchase Order (PO) document signed by the Pima County Procurement Director or authorized designate a binding contract is formed that shall require the Offeror to provide the services and materials described in this solicitation. The undersigned hereby offers to furnish the material or service in compliance with all terms, conditions, specifications, defined or referenced by the solicitation, which includes Pima County Standard Terms & Conditions, this Offer Agreement and other documents listed in this Offer Agreement's Other Documents article.

SIGNATURE: _____

DATE: _____

PRINTED NAME & TITLE OF AUTHORIZED CONTRACTOR REPRESENTATIVE EXECUTING OFFER

PHONE AND E-MAIL: _____

County Attorney Contract Approval "As to Form":

OFFER AGREEMENT

EXHIBIT A: EXPERIENCE /CREDENTIALS OF KEY PERSONNEL

Part 1 and Part 2

Documents submitted to substantiate qualifications shall describe the specific relevant experience and training in relation to the work to be performed in this contract as well as certifications or other professional credentials that clearly show responsible and responsive to performing said services.

In the event it is necessary for CONTRACTOR to add a new co-worker or employee during the duration of the contract, prior approval by designated Natural Resources Parks and Recreation staff is required.

Part 1: CONTRACTOR QUALIFICATIONS:

CONTRACTOR and any person assisting the Contractor in any manner under the terms of this agreement must substantiate their qualifications and submit proof of education, training and/or experience that relates to the subject or media for Course prior conducting or instructing a class or lab.

Proof of qualifications is submitted as (Place a check mark √ in the appropriate box if not applicable state N/A):

CONTRACTOR'S NAME:	
---------------------------	--

QUALIFICATION(S)	PROOF OF QUALIFICATION(S)	√ or N/A
------------------	---------------------------	----------

EDUCATION –	Attach to this Exhibit copies of diplomas, certificates or document to substantiate proof of education	
--------------------	--	--

TRAINING –	Attach to this Exhibit copies of certificates, or document to substantiate proof of training	
-------------------	--	--

EXPERIENCE –	Attach to this Exhibit resume, reference letter, or document to substantiate proof of experience.	
---------------------	---	--

ADDITIONAL DETAIL - EXPERIENCE NARRATIVE	Please tell us more in detail about your training, education, and experience that qualifies you as an instructor in the media or program you have proposed.	
---	---	--

Indicate any other information that may need to be considered by the Evaluation Team

OFFER AGREEMENT

Solicitation # 152973

Title: Special Interest/Art and Leisure Class Instructors

Page 11 of 19

EXHIBIT A: EXPERIENCE /CREDENTIALS OF KEY PERSONNEL

Part 2: CO-WORKER(S) OR EMPLOYEE(S) QUALIFICATIONS:

Instructors that teach for or with the Contractor: Contractor's staff must substantiate qualifications and submit proof of education, training, and/or experience that relates to the subject or media for Course for which they provide services.

If there more than 2 co-workers or employees copy this page and attach to this exhibit.

Proof of qualifications is submitted as (Place a check mark in the appropriate box if not applicable state N/A):

NAME OF CO- WORKER/ EMPLOYEE		
QUALIFICATION(S)	PROOF OF QUALIFICATION(S)	√ OR N/A
EDUCATION –	Attach to this Exhibit copies of diplomas, certificate(s) or document(s) to substantiate proof of education	
TRAINING –	Attach to this Exhibit copies of certificate(s), or document(s) to substantiate proof of education	
EXPERIENCE –	Attach to this Exhibit resume, reference letter(s) or document(s) to substantiate proof of experience	
Does this Co-Worker/Employee work for you when you are teaching?		Yes <input type="checkbox"/> No <input type="checkbox"/>
Does this Co-worker/Employee work for you as a substitute when you are unable to teach a class?		Yes <input type="checkbox"/> No <input type="checkbox"/>
How long have you (Contractor) and the Co-Worker/Employee worked together?		__ Months __ Years
Will your co-worker/employee be teaching the class instead of you?		Yes <input type="checkbox"/> No <input type="checkbox"/>

NAME OF CO- WORKER/ EMPLOYEE		
QUALIFICATION(S)	PROOF OF QUALIFICATION(S)	√ OR N/A
EDUCATION –	Attach to this Exhibit copies of diplomas, certificate(s) or document(s) to substantiate proof of education	
TRAINING –	Attach to this Exhibit copies of certificate(s), or document(s) to substantiate proof of education	
EXPERIENCE –	Attach to this Exhibit resume, reference letter(s) or document(s) to substantiate proof of experience	
Does this Co-Worker/Employee work for you when you are teaching?		Yes <input type="checkbox"/> No <input type="checkbox"/>
Does this Co-worker/Employee work for you as a substitute when you are unable to teach a class?		Yes <input type="checkbox"/> No <input type="checkbox"/>
How long have you (Contractor) and the Co-Worker/Employee worked together?		__ Months __ Years
Will your co-worker/employee be teaching the class instead of you?		Yes <input type="checkbox"/> No <input type="checkbox"/>

OFFER AGREEMENT

EXHIBIT B: COURSE(S) INFORMATION FORM

Please complete this page of Exhibit B: Course Information form for each course title offered (make copies as needed). Complete fully sections 1-9. All highlighted areas must be completed. If not applicable, insert N/A. (a separate course information form –this page only) is required for each class proposed):

1	COURSE TITLE:
----------	----------------------

2	COURSE TYPE: Place a check mark <input type="checkbox"/> in the box that best describes the type of course		
	Jewelry		Physical Fitness/Exercise
	Crafts		Dance Instruction
	Weaving		Ceramic/Pottery
	Acting/Stage		Dog Obedience
	Drawing		Painting
	Wellness		Other (specify):

3	SAMPLE LESSON PLAN: Please attach to this Exhibit a sample lesson plan, syllabus and/or a course outline for the course being proposed. Indicate any other factors that may need to be considered by the Evaluation Team
----------	--

4	How many (#) of Classes per Course	___ Classes per course ___ One time Work Shop
----------	------------------------------------	--

5	Length of time for each Class i.e 1 hour	___ 30 minutes ___ 1 hour ___ 2 hours ___ other, specify
----------	--	---

6	Place a check mark <input type="checkbox"/> in the box that best describes the appropriate age of the audience	Adult 16 & up Youth 15 & below	
----------	--	-----------------------------------	--

7	Indicate the minimum and maximum number of students desired for this course:	Minimum: ___ Maximum: ___
----------	--	-------------------------------

8	Place a check mark <input type="checkbox"/> in the appropriate box next to the facility you prefer to teach		
		Pima County Art Center at the YMCA	Ellie Towne/Flowing Wells Community Center
		Ajo ,AZ Recreation Center	Children's Memorial Park
		Other NRPR Facility – Specify Name/Address	
	If you are conducting classes in your own facility fill in the requested information: Please attach proof that the facility is properly licensed (permitted) for such activities. Note: If you are teaching in your own business/facility you will be required to have \$1,000,000.00 of liability insurance naming Pima County as co-insured, if selected.		
		Facility Address	
	Equipment Accommodations	Occupancy Level	
	Hours of Operation		

EXHIBIT B: COURSE(S) INFORMATION FORM

9	Identify your preference for the session(s), and day(s) by providing a time (i.e. 9-10 a.m.) in the appropriate space (day) for each Session.						
	EXAMPLE: Session I 8 weeks First full week in January through 3rd week of February						
	Day	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Time	2-3 pm	9-10 am	1-2 pm	N/A	6-7 pm	N/A	N/A

SESSION I	8 weeks	First full week in January through 3rd week of February					
Day	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Time							

SESSION II	8 weeks	End of February through 3rd week of April					
Day	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Time							

SESSION III	8 weeks	End of April through 3rd full week of June					
Day	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Time							

SESSION IV	8 weeks	July through the 3rd full week of August					
Day	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Time							

SESSION V	8 weeks	September through 3rd full week of October					
Day	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Time							

SESSION VI	7 weeks	End of October through mid-December					
Day	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Time							

SUSTAINABILITY QUESTIONNAIRE

Pima County values and encourage sustainable practices. Does your business incorporate:

(Place a check mark √ in the appropriate box if not applicable state N/A):

- Waste prevention/reduction or material recycling/reuse?
- Alternative energy/fuels (such as solar/wind energy, bio-diesel, alternative fuels, hybrid vehicles) in your program's preparation, transportation, and demonstration?
- Environmentally preferable materials (such as recycled materials; locally produced/manufactured products)?
- 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)?
- 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)?

End of Exhibit B

OFFER AGREEMENT

Solicitation # 152973

Title: Special Interest/Art and Leisure Class Instructors

Page 14 of 19

EXHIBIT C: COURSE FEES

CONTRACTOR'S NAME:	
COURSE/CLASS TITLE (a separate form is required for each course offered – MAKE COPIES AS NEEDED):	

The CONTRACTOR, for each COURSE offered, must submit a firm, fixed, fully-loaded Course Fee for each Course that will be presented during a Session, including all direct, indirect costs, overhead and profit margin, as well as subcontractors' costs if appropriate. The unit price (Course Fee) submitted is for providing all services as defined by Offer Agreement for Special Interest Class Instructor Services and solicitation documents, and shall include all costs related to the provision of these services.

ITEM #	DESCRIPTION	Unit Of Measure	Unit Price
1	County collects all Course Fees from enrolled participants during open enrollment of each Session. The County will remit 80% of the Course Fee collected from the participants to the instructor at the end of each Session.	Course Fee Per Student.	\$
2	*A minimal Material/Supply Fee , not to exceed \$25.00 may be collected by the instructor from each student at the beginning of each class session for the purchase of common materials to be shared by all students. Any materials fee in excess of \$25.00 may not be accepted. Requests for materials fee in excess of \$25 will be considered by Natural Resources, Parks and Recreation on a case by case basis. Students will provide all other class materials.	Materials/Supplies Fee	\$
3	**Instructors who set up Workshops to allow their students more work time and who charge extra for said workshop must complete a registration form for each participant for each time they attend and turn the fee in to the County.	Extra Workshop Fee (if applicable)	\$

Will you prorate course fee for students who register after classes have started? (circle applicable answer)	Yes No
--	---------------

*NOTE: Instructor may purchase supplies for resale to their students as a convenience to their students; however, the instructor may only charge a fee for said supplies that is equivalent to the cost to the instructor. The instructor may not charge a fee for materials in excess of cost and may not include the cost of resale materials in their supply fee. Supply fees are to be used to purchase materials, supplies, and small tools/equipment that will be available to all members of the class (i.e. these supplies will be common property).

**NOTE: Instructors who set up workshops to allow their students more work time and who charge extra for said workshop must complete a registration form for each participant for each time they attend and turn the fee in to the County. The instructor may include the workshop fees on a "Contract Instructor's Request for Payment" form at the same percentage rate as for class registration.

NOTE: Currently Pima County does not charge an administrative fee but could potentially charge each enrolled student an additional \$5.00 administrative fee per course. This fee will not directly impact the amount of money Instructor will receive for each class.

OPTIONAL EARLY PAYMENT DISCOUNT TERM: Standard payment terms for the pricing defined by this agreement are Net 30 days after submittal of valid invoice document to County Finance and receipt of goods into payment system by the receiving Department. Pima County Administrative Procedure No. 22-35, Section II.B.4 defines the County's practice regarding discounts for early payment. Supplier hereby offers the following discounts to those prices to be used for all orders issued pursuant to this agreement. County will utilize the existing payment code that best matches that offered and does not exceed the offered discount percentage. Payment days cannot be less than ten calendar days. CONTRACTOR shall submit valid invoice document consistent with the associated purchase order to County Finance Department at least seven (7) calendar days prior to the date on which the discounted payment is due.

Standard Early Payment Discount Percent: _____% if payment tendered within _____ Days as above

If desired, for any order issued pursuant with this agreement, the CONTRACTOR may offer early payment discounts that exceed this Standard Early Payment Discount.

PIMA COUNTY STANDARD TERMS AND CONDITIONS (06/26/14)**1. OPENING:**

Responses will be publicly opened and respondent's name, and if a Bid the amount, will be read on the date and at the location defined in the *Invitation for Bid (IFB)* or *Request For Proposals (RFP)*. Proposals shall be opened so as to avoid disclosure of the contents of any proposal to competing Offerors during the process of negotiation. All interested parties are invited to attend.

2. EVALUATION:

Responses shall be evaluated to determine which are most advantageous to Pima County (COUNTY) considering evaluation criteria, conformity to the specifications and other factors.

If an award is made, the COUNTY will enter into an agreement with the one or multiple respondent(s) that submitted the lowest responsive bid(s) that were determined responsible for supplying the required goods or services. Unless otherwise specified on the Bid/Offer document determination of the low/lowest bids will be made considering the total bid amount.

The 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 offered by vendor.

3. AWARD NOTICE:

A *Notice of Recommendation for Award* for IFB or RFP will be posted on the Procurement website and available for review by interested parties. A tabulation of responses will be maintained at the Procurement Department.

4. AWARD:

Awards shall be made by either the Procurement Director or the Board of Supervisors in accordance with the Pima County Procurement Code. COUNTY reserves the right to reject any or all offers, bids or proposals or to waive irregularities and informalities if it is deemed in the best interest of the COUNTY. Unless expressly agreed otherwise, resulting agreements are not exclusive, are for the sole convenience of COUNTY, and COUNTY reserves the right to obtain like goods or services from other sources.

5. WAIVER:

Each respondent, by submission of an offer, bid or proposal proclaims and agrees and does waive any and all claims for damages against COUNTY or its officers or employees when any of the rights reserved by COUNTY may be exercised.

6. ACKNOWLEDGEMENT AND ACCEPTANCE:

If Contractor's terms of sale are inconsistent with the terms of the resultant agreement, the terms herein shall govern, unless Contractor's terms are accepted in writing by COUNTY. No oral agreement or understanding shall in any way modify this order or the terms and conditions herein. Contractor's acceptance, delivery or performance called for herein shall constitute unqualified acceptance of the terms and conditions of the resultant agreement.

7. INTERPRETATION and APPLICABLE LAW:

The contract shall be interpreted, construed and given effect in all respects according to the laws of the State of Arizona. If any of Contractors' terms or conditions is not in agreement with County's terms and conditions as set forth herein, COUNTY's shall govern. This Agreement incorporates the complete agreement of the parties with respect to the subject matter of this Agreement. No oral agreement or other understanding shall in any way modify these terms and conditions.

8. WARRANTY:

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

9. QUANTITY:

The quantity of goods ordered shall not be exceeded or reduced without **written** permission in the form of a properly executed Master Agreement (MA), Purchase Order (PO) Delivery Order (DO) or Delivery Order Maximo (DOM) revision or amendment as required by COUNTY Procurement Code. All quantities are estimates and no guarantee regarding actual usage is provided.

10. PACKING:

No extra charges shall be made for packaging or packing material. Contractor shall be 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 to be received by COUNTY.

A guaranteed delivery date, or interval period from order release date to delivery, must be given if requested by the Price offer document. Upon receipt of notification of delivery delay, COUNTY at its sole option and at no cost to the COUNTY may cancel the order or extend delivery times. Such extension of delivery times will not be valid unless extended in writing by an authorized representative of the COUNTY.

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

Contractor will not be held responsible for unforeseen delays caused by fires, strikes, acts of God, or other causes beyond Contractor's control, provided that Contractor provide immediate notice of delay.

12. SPECIFICATION CHANGES:

COUNTY shall have 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, an acceptable adjustment shall be made and the order shall be modified in writing. Any agreement for adjustment must be made in writing. Nothing in this clause shall reduce Contractor's responsibility to proceed without delay in the delivery or performance of an order.

13. INSPECTION:

All goods and services are subject to inspection and testing at place of manufacture, the destination, or both, by COUNTY. Goods failing to meet specifications of the order or contract shall be held at Contractor's risk and may be returned 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 waiver of any condition shall not be considered a waiver of that condition for subsequent shipments or deliveries.

14. SHIPPING TERMS:

Unless stated otherwise by the agreement documents, delivery terms are to be F.O.B. Destination & Freight Prepaid Not Billed ("F.O.B. Destination") are to be included in the Unit Price offered by CONTRACTOR and accepted by the COUNTY.

15. PAYMENT TERMS:

Payment terms are net 30, unless otherwise specified by the agreement documents.

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 all specification requirements have been met.

17. RIGHTS AND REMEDIES OF PIMA COUNTY FOR DEFAULT:

In the event any item furnished by the Contractor in the performance of the agreement should fail to conform to the specifications thereof, or to the sample submitted by the CONTRACTOR, COUNTY may reject same, and it shall thereupon become the duty of the 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 the CONTRACTOR fail, neglect, or refuse immediately to do so, COUNTY, shall have 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 the CONTRACTOR the difference between the price named in the Master Agreement or Purchase Order and actual cost to COUNTY.

In the event the CONTRACTOR shall fail 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 shall 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 Master Agreement, Purchase Order or associated orders, either in whole or in part, by reason of the default or breach by the CONTRACTOR, any loss or damage sustained by COUNTY in procuring any items which the CONTRACTOR agreed to supply shall be borne and paid for by the CONTRACTOR. The rights and remedies of COUNTY provided above shall not be 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, proclaims and agrees that no officer or employee of COUNTY or of any subdivision thereof has: 1) aided or assisted the 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) 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) any direct or indirect financial interest in the offer or resulting agreement. Additionally, during the conduct of business with COUNTY, the 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 at any time it shall be found that the awardee(s) has in presenting any offer(s) colluded with any other party or parties for the purpose of preventing any other offer being made, then the agreement so awarded shall be terminated and that person or entity shall be liable for all damages sustained by COUNTY.

19. COOPERATIVE USE OF RESULTING AGREEMENT:

As allowed by law, the COUNTY has entered into cooperative procurement agreements that enable other Public Agencies to utilize procurement agreements developed by the COUNTY. The CONTRACTOR may be contacted by participating agencies and requested to provide services and products pursuant to the pricing, terms and conditions defined by the COUNTY Master Agreement, or Purchase

Order. 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 agreement and required to satisfy particular Public Agency code or functional requirements and are within the intended scope of the solicitation and resulting agreement. Any such usage shall be in accordance with State, COUNTY and other Public Agency procurement rules, regulations and requirements and shall be transacted between the requesting party and CONTRACTOR. CONTRACTOR shall hold harmless COUNTY, its officers, employees, and agents from and against all liability, including without limitation payment and performance associated with such use. A list of agencies that are authorized to use COUNTY agreements can be viewed at the Procurement Department Internet home page: <http://www.pima.gov/procure> by selecting the link titled *Authorized Use of COUNTY Agreements*.

20. PATENT INDEMNITY:

CONTRACTOR shall 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 Master Agreement, Purchase Order, and associated orders. CONTRACTOR may be required 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 shall 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 the CONTRACTOR, its agents, employees or anyone under its direction or control or on its behalf in connection with performance of the Master Agreement, Purchase Order 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 shall be in accordance 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 shall comply with all federal, state, and local laws, rules, regulations, standards and Executive Orders, without limitation. In the event any services provided under this contract require a license issued by the Arizona Registrar of Contractors (ROC), CONTRACTOR certifies that those services will be provided by a contractor licensed by ROC to perform those services in Arizona. The laws and regulations of the State of Arizona shall govern the rights, performance and disputes of and between the parties. Any action relating to this Contract shall be brought in a court of the State of Arizona in Pima County.

Any changes in the governing laws, rules, and regulations during an agreement shall apply, but do not require an amendment/revisions.

24. ASSIGNMENT:

CONTRACTOR shall not assign its rights to the resultant agreement, in whole or in part, without prior written approval of the COUNTY. Approval may be withheld at the sole discretion of COUNTY, provided that such approval shall not be unreasonably withheld.

25. CONFLICT OF INTEREST:

All agreements are subject to the provisions of A.R.S. § 38-511, the pertinent provisions of which are incorporated into and made part of all resultant Master Agreement or Purchase Orders as if set forth in full herein.

26. NON-DISCRIMINATION:

CONTRACTOR agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09 **including flow down of all provisions and requirements to any subcontractors**. Executive Order 2009-09 supersedes Executive order 99-4 and amends Executive order 75-5 and may be viewed and downloaded at the Governor of the State of Arizona's website http://www.azgovernor.gov/dms/upload/EO_2009_09.pdf which is hereby incorporated into this contract as if set forth in full herein. During the performance of this contract, CONTRACTOR shall 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:

Pursuant to the provisions of A.R.S. § 11-251, sub-section 42, this agreement may be canceled if for any reason the COUNTY Board of Supervisors does not appropriate funds for the stated purpose of maintaining any agreement. In the event of such cancellation, COUNTY shall have no further obligation, other than for services or goods that have already been received.

28. PUBLIC INFORMATION:

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 information submitted in response to this solicitation, including, but not limited to, pricing, product specifications, work plans, and any supporting data becomes public information and upon request, is subject to release and/or review by the general public including competitors.

Any records submitted in response to this solicitation that CONTRACTOR reasonably believes constitute proprietary, trade secret or otherwise confidential information must be appropriately and prominently marked as CONFIDENTIAL by CONTRACTOR **prior** to the close of the solicitation.

Notwithstanding the above provisions, in the event records marked CONFIDENTIAL are requested for public release pursuant to A.R.S. § 39-121 et seq., COUNTY shall release records marked CONFIDENTIAL ten (10) business days after the date of notice to the

CONTRACTOR of the request for release, unless CONTRACTOR has, within the ten day period, secured a protective order, injunctive relief or other appropriate order from a court of competent jurisdiction, enjoining the release of the records. For the purposes of this paragraph, the day of the request for release shall not be counted in the time calculation. CONTRACTOR shall be notified of any request for such release on the same day of the request for public release or as soon thereafter as practicable.

COUNTY shall not, under any circumstances, be responsible for securing a protective order or other relief enjoining the release of records marked CONFIDENTIAL, nor shall COUNTY be in any way financially responsible for any costs associated with securing such an order.

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 are unique to the services or products supplied to COUNTY are included in the agreed upon Unit Price unless specifically stated otherwise in the agreement. It is agreed that such tools and documentation are the property of COUNTY and shall be marked, as is practical, as the "Property of Pima County" and if requested by COUNTY a copy of the tooling and documentation shall be delivered to COUNTY within twenty days of acceptance by the COUNTY of the first article sample, or not later than ten days of termination of the agreement associated with their development, without additional cost to COUNTY. The 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, the 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 the CONTRACTOR result in additional costs to the COUNTY the CONTRACTOR agrees to reimburse the COUNTY for said actual and incremental costs provided that the COUNTY had given the CONTRACTOR reasonable time to respond to the COUNTY's requests for support.

30. AMERICANS WITH DISABILITIES ACT:

CONTRACTOR shall 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:

Agreements resulting from this solicitation are non-exclusive and are for the sole convenience of Pima 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 filed in accordance with the Pima County Procurement Code, Section 11.20.010.

33. TERMINATION:

COUNTY reserves the right to terminate any Master Agreement, Purchase Order, Delivery Order, Delivery Order Maximo or award, in whole or in part, at any time, without penalty or recourse when in the best interests of the COUNTY, Upon receipt of written notice, CONTRACTOR shall immediately cease all work as directed by the notice, notify all sub-CONTRACTOR of the effective date of termination and take appropriate actions to minimize further costs to the COUNTY. In the event of termination under this paragraph, all documents, data, and reports prepared by the CONTRACTOR under the contract shall become the property of and be promptly delivered to the COUNTY. The CONTRACTOR shall be 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 shall apply.

34. ORDER OF PRECEDENCE-CONFLICTING DOCUMENTS:

In the event that there are inconsistencies between agreement documents, following is the order of precedence, superior to subordinate, that shall be applied to resolve the inconsistency: Master Agreement, Delivery Order or Delivery Order Maximo, Purchase Order, offer agreement or contract attached to a Master Agreement, Purchase Order, Delivery Order or Delivery Order Maximo ; standard terms and conditions; other solicitation documents.

35. INDEPENDENT CONTRACTOR:

The status of the CONTRACTOR shall be that of an independent Contractor. Neither CONTRACTOR nor Contractor officer's agents or employees shall be considered an employee of COUNTY or be entitled to receive any employment-related fringe benefits under the COUNTY Merit System. CONTRACTOR shall be responsible for payment of all federal, state and local taxes associated with the compensation received pursuant to this Contract and shall indemnify and hold COUNTY harmless from any and all liability which COUNTY may incur because of CONTRACTOR'S failure to pay such taxes. CONTRACTOR shall be solely responsible for program development and operation.

36. BOOKS AND RECORDS:

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

37. COUNTERPARTS:

The Master Agreement or Purchase Order awarded pursuant to this solicitation may be executed in any number of counterparts and each counterpart shall be deemed an original, and together such counterparts shall constitute one and the same instrument. For the purposes of the Master Agreement and Purchase Order, the signed offer of CONTRACTOR and the signed acceptance of COUNTY shall each be deemed an original and together shall constitute a binding Master Agreement, if all other requirements for execution have been met.

38. AUTHORITY TO CONTRACT:

CONTRACTOR warrants its right and power to enter into the Master Agreement or Purchase Order. If any court or administrative agency determines that COUNTY does not have authority to enter into the Master Agreement or Purchase Order, COUNTY shall not be liable to CONTRACTOR or any third party by reason of such determination or by reason of the Master Agreement or Purchase order.

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 Master Agreement, Purchase Order, Delivery Order or Delivery Order Maximo to be performed on the part of the other, or to take any action permitted as a result thereof, shall not be construed as 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 shall not be construed as an accord and satisfaction.

40. SUBCONTRACTOR:

CONTRACTOR shall be 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 the CONTRACTOR is responsible for the acts and omissions of persons directly employed by it. Nothing in this contract shall create 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 found to be prohibited by law shall be 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 shall further ensure that each subcontractor who performs any work for CONTRACTOR under this contract likewise complies with the State and Federal Immigration Laws.

COUNTY shall have 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, shall be deemed to be 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 shall be required to 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 shall 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 will be deemed to be 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 shall be 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 shall be deemed excusable delay for which CONTRACTOR shall be entitled to an extension of time, but not costs.

43. CONTROL OF DATA PROVIDED BY PIMA COUNTY:

For those projects and contracts where Pima County has provided data to enable the CONTRACTOR to provide contracted services or products, unless otherwise specified and agreed to in writing by Pima County, CONTRACTOR shall treat, control and limit access to said information as confidential and under no circumstances release any data provided by County during the term of this agreement and thereafter, including but not limited to personal identifying information as defined by A.R.S. § 44-1373, and is further prohibited from selling such data directly or through a third party. Upon termination of the associated agreement or completion of the required contractual intent whichever occurs sooner, CONTRACTOR shall either return all data to County or shall destroy such data and confirm destruction in writing in a timely manner not to exceed 60 calendar days.

Attachment 1 (pg 1 of 2)

SAMPLE REFERENCE INFORMATION REGARDING SESSION FEES (Do Not Include in Proposal)

NOTE: The session fee is the fee per student for the entire session. A session can be four weeks, six weeks, eight weeks, one-day workshop, or any other time period agreed upon between Pima County and the Contractor. Pima County will take 20% of the session fee per student for utilities and maintenance costs.

Example A:

Session Fee on Submitted Proposal is \$100.00; Session is Six Weeks; Ten Students Signed Up for This Session

The County will collect \$1,000.00 from the students. At the end of the session, the Contractor would receive from the County payment of \$800.00 ($\$100.00 \times 80\% = \80.00 ; then $\$80.00 \times 10$ Students = \$800.00).

Example B:

Your original fee quoted for a standard 8-week class is \$100; You plan a six-week session; The fee is prorated for six-weeks; 6-weeks is $\frac{3}{4}$ of 8, therefore the class fee is \$75; Eight students register for the class

The County will collect \$600.00 from the students. At the end of the session, the Contractor would receive from the County payment of \$480.00 ($\$75.00 \times 80\% = \60.00 ; then $\$60.00 \times 8$ Students = \$480.00).

Example C:

Your original fee quoted for a standard 8-week class is \$100; You plan a twelve-week session; The fee is calculated for 12 weeks based on the eight-week fee; 12-weeks is $1 \frac{1}{2}$ times 8, therefore the class fee is \$150; Ten students register for the class -

At the end of the session, the Contractor would receive payment of \$1,200.00 ($\$150.00 \times 80\% = \120.00 ; then $\$120.00 \times 10$ Students = \$1,200.00).

INVOICE

Invoice #: _____

Date: _____

Master Agreement #: _____

Expiration Date: _____

DO #: _____

PCNRPR Location @: _____

**TO: Pima County Natural Resources,
Parks & Recreation
Attn: Class Coordinator
3500 W River Road
Tucson, AZ 85741**

FROM: _____ **Session #:** _____

Telephone: (_____) _____ - _____

Payment is requested for teaching the following classes:

Class Code: _____	Class Fee \$: _____	@ (80% of gross) = \$ _____	X # of Students: _____	Total = \$ _____
Class Code: _____	Class Fee \$: _____	@ (80% of gross) = \$ _____	X # of Students: _____	Total = \$ _____
Class Code: _____	Class Fee \$: _____	@ (80% of gross) = \$ _____	X # of Students: _____	Total = \$ _____
Class Code: _____	Class Fee \$: _____	@ (80% of gross) = \$ _____	X # of Students: _____	Total = \$ _____
Class Code: _____	Class Fee \$: _____	@ (80% of gross) = \$ _____	X # of Students: _____	Total = \$ _____
Class Code: _____	Class Fee \$: _____	@ (80% of gross) = \$ _____	X # of Students: _____	Total = \$ _____
Class Code: _____	Class Fee \$: _____	@ (80% of gross) = \$ _____	X # of Students: _____	Total = \$ _____
Class Code: _____	Class Fee \$: _____	@ (80% of gross) = \$ _____	X # of Students: _____	Total = \$ _____
Class Code: _____	Class Fee \$: _____	@ (80% of gross) = \$ _____	X # of Students: _____	Total = \$ _____
Class Code: _____	Class Fee \$: _____	@ (80% of gross) = \$ _____	X # of Students: _____	Total = \$ _____
Class Code: _____	Class Fee \$: _____	@ (80% of gross) = \$ _____	X # of Students: _____	Total = \$ _____
Class Code: _____	Class Fee \$: _____	@ (80% of gross) = \$ _____	X # of Students: _____	Total = \$ _____
Class Code: _____	Class Fee \$: _____	@ (80% of gross) = \$ _____	X # of Students: _____	Total = \$ _____
Class Code: _____	Class Fee \$: _____	@ (80% of gross) = \$ _____	X # of Students: _____	Total = \$ _____
Class Code: _____	Class Fee \$: _____	@ (80% of gross) = \$ _____	X # of Students: _____	Total = \$ _____

Grand Total Amount Due: \$ _____

Signature

Attach copies of your official class lists to this invoice for those classes which you are requesting payment.