



## **PIMA COUNTY NOTICE OF REQUEST FOR PROPOSALS (RFP)**

Solicitation Number (RFP): **233103**

Title: **Library Community-Based Education Program Services**

### **DUE IN AND OPENS:**

OCTOBER 26, 2016 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 17, 2016 AT 3:00 P.M. LOCAL ARIZONA TIME (MST)

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

**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 Library District with Classes for the Community-Based Education Program. Proposals for specific types of Classes will be considered: Brain Boosters, Career Success, Connected Learning Labs, Health Information Zones, Idea Camps, and STEAM. The estimated annual amount of \$80,000.00 will be awarded to several contractors in various amounts per contract. SBE requirements will apply.

You may download a full copy of this solicitation at [www.pima.gov/procure/ifbrfp.htm](http://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 County to reject a proposal as *non-responsive*.

Offerors must complete and return those documents identified in the Instruction to Offerors Submission of Proposals instruction.

Offerors may not withdraw proposals 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 ARE WILLING AND ABLE TO COMPLY, AND TO INCORPORATE ALL ASSOCIATED COSTS IN THEIR PROPOSAL.**

Offerors must submit any questions or deviation requests in writing to County's Procurement Department, Attention: Jennifer Moore. All submittals shall reference the Solicitation Number and Title. County may not answer any Questions or Deviation Requests that Offerors submit within 8 days of the solicitation

Fax: (520) 791-6509 email: [Jennifer.Moore@pima.gov](mailto:Jennifer.Moore@pima.gov)  
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.**

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Jennifer Moore  
Commodity/Contracts Officer

**Publish:** The Territorial: October 6,7,11 and 12, 2016

**INSTRUCTIONS TO OFFERORS****1. PREPARATION OF RESPONSES**

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

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

Any surety that this solicitation requires 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 PROPOSAL DOCUMENTS**

Offerors shall complete and submit their proposals utilizing the forms provided by this solicitation. Offerors must provide requested information and data in the precise manner that County requests. Product descriptions shall provide sufficient information to precisely document the product being offered. Failure to comply may cause County to improperly evaluate the proposal or to deem it non-responsive.

Offeror must complete the proposal certification document, which an authorized representative of Offeror must sign certifying that the firm is willing and able to meet all requirements of the solicitation. Failure to do so may be cause for County 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 provide the same pricing to County effective on the date offeror offered it to the other buyer. Offeror's Unit prices 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. Offeror must price each item separately. Delivery time if stated as a number of days means "calendar" days. County reserves the right to question and correct obvious errors.

**3. GENERAL SPECIFICATIONS & DEVIATIONS**

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

Equipment brand names, models and numbers, when given, intend 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 Offeror's 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. Offerors must submit deviation requests to County prior to the initial solicitation due date. County may not answer requests submitted within 8 days of the solicitation due date. Acceptance or rejection of said deviation request is at the sole discretion of County in accordance with the Pima County Procurement Code.

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

All equipment shall be models of current production, latest design and technology, new and unused unless otherwise specified. The successful Offeror shall provide Manufacturer and offeror documentation, including and not limited to the following 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 safety data sheets (SDS).

**4. OFFERORS MINIMUM QUALIFICATIONS**

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

**5. EVALUATION AND AWARD CRITERIA**

Pima County will evaluate proposals that are **Responsive and Responsible** as defined above. County will evaluate proposals according to the evaluation criteria set forth herein. County will evaluate cost without regard to applicable taxes.

<u>CRITERIA</u>	<u>MAXIMUM POINTS</u>
A. Experience Biography	35 points
B. Class Information	35 points
C. Sustainability	05 points
D. Demonstration/Presentation	20 points
E. Cost	<u>5 points</u>
Total	100 points

Pima County shall evaluate proposals deemed **Responsive and Responsible**. Proposals shall be evaluated according to the evaluation criteria set forth herein. Evaluation of cost shall be made without regard to applicable taxes.

**PHASE 1:**

The evaluation panel will use the evaluation criteria when scoring the offeror’s answers to the questions contained in Exhibit B. Offeror should respond in the form of a thorough narrative to each specification as guided by the Questionnaire. The evaluation panel will evaluate the narratives along with required supporting materials and award points accordingly. Offerors must not modify the forms in this RFP.

<b>EVALUATION CRITERIA</b>	<b>MAXIMUM POINTS</b>	<b>CRITERIA DESCRIPTION</b>
<b>A</b> Experience Biography	35 points	Answers to the questions in Exhibit B: Part I pertaining to CLASS Type, Experience Narrative, Proximity, Availability, Annual Reviews
<b>B</b> CLASS Information	35 points	Answers to the questions in Exhibit B: Part II pertaining to CLASS format(s), participation levels, audience types
<b>C</b> Sustainability	05 points	Answers to questions in Exhibit B: Part III pertaining to sustainability practices

TOTAL POSSIBLE POINTS – PHASE 1 75 POINTS

**NOTE:** Each respondent must receive a minimum of 65 points total on PHASE 1 of the above criteria (A, B & C) in order to be considered for further evaluation and recommendation of award. Provided the Contractor’s proposal has received a minimum of 65 points total on PHASE 1 evaluation criteria (A, B, & C) the respondent will be called to participate in PHASE 2 consisting of a Demonstration/Presentation.

**PHASE 2:**

	EVALUATION CRITERIA	MAXIMUM POINTS	CRITERIA DESCRIPTION
<b>D</b>	Demonstration/Presentation	25 points	<p>An evaluation committee will assess and score the demo according to the criteria in the below Evaluation Score Sheet.</p> <p>Contractor must provide a minimum of three (03) samples of their work or be able to demonstrate Contractor's field of expertise.</p> <p>The demonstration will include a sample demonstration of Classes proposed.</p>

Evaluation Panel members will complete this Evaluation Score Sheet during the demonstration/presentation conducted by the Contractor. Panel Members reserve the right to ask additional questions.

**Educational Program CLASS Evaluation Criteria: Contractor must achieve a minimum score of 15 or greater for a successful recommendation of contract award.**

#	Score Sheet Evaluation Criteria	Max. Pts.
1	<p><b>Class –</b></p> <p>Is information presented and demonstrated clearly and with proficiency? Is the Class interactive or audience driven?</p> <p>Are the handouts, activities, syllabus, course descriptions or guides easy to follow? Are class materials and supplies demonstrated, explained?</p> <p>Contractor, Co-workers, employees present?</p> <p>Is the class subject matter demonstrated one you would /could see happening in more than one library, with multiple types of students? (Review Class Types)</p> <p>Is the program a solid fit with the Community-Based Education Program?</p>	9
2	<p><b>Collaborative Relationship and Adaptability –</b></p> <p>Proposer has potential to work Library on adapting class menus to meet different audience's needs, expand the program to meet library priority, provide added flexibility of session times, increase attendance, and expand reach, or otherwise provide programming on a regular basis at the library?</p>	7
3	<p><b>Code of Conduct-</b></p> <p>Did Contractor acknowledge reading and agreeing to the terms of the Code of Conduct?</p>	1
4	<p><b>Scheduling –</b></p> <p>Is the Contractor likely to get three or more classes booked in the first year of the contract?</p>	3

**Appointment dates, times and location will be established with the proposer to bring in samples or give a demonstration of the proposer’s field of expertise (WITHIN APPROXIMATELY ONE, TWO or THREE WEEKS) after the Due In and Opens Date posted on the cover page of this solicitation. Each invitee will be allowed 5 minutes to set-up and 20 minutes to demonstrate.**

EVALUATION CRITERIA	MAXIMUM POINTS	CRITERIA DESCRIPTION
E Cost	05 points	Contractor shall document in Exhibit B: CLASS Fees all applicable costs associated with successfully completing the CLASS.
TOTAL POSSIBLE POINTS - PHASE 2		<u>25 POINTS</u>
<b>TOTAL POSSIBLE POINTS PHASES 1 &amp; 2 100 POINTS</b>		

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 CLASS titles offered and/or hours and days the Contractor is willing to conduct activities.

**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, County will give a 5% bid preference to firms submitting SBE Certificates issued by the City of Tucson WITH THEIR BID; said certification is subject to verification and acceptance by County. If County accepts the certification, the bid will be evaluated at 95% of the Total Price Proposed amount to determine the low and responsive bid. If County awards a contract, it will utilize 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 they may acquire 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.

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 County determines to be the most advantageous taking into consideration the evaluation criteria in this solicitation.

If County makes an award, it will enter into an agreement with the Offeror(s) that submitted the highest scoring responsive and responsible proposal(s) by executing and transmitting a Master Agreement (MA) that incorporates the Proposal without further action by the Offeror. The County may conduct discussions with the Offeror to clarify the Proposal and Agreement details provided that they do not substantially change the intent of the solicitation.

**6. SUBMISSION OF PROPOSALS**

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

6.1 SIGNED PROPOSAL AGREEMENT, (including Pima County Standard Terms and Conditions) and the completed information of the following sections:

- Section 3. Contractor Minimum Qualifications
- Section 13. Acknowledgement of Solicitation Addenda
- Section 14. Small Business Enterprise (SBE) Certification
- Section 15. Contractor/Offer Certification information as requested and

## 6.2 EXHIBIT B: Presenter, Program and Fees

PART I: Experience Narrative (2 Pages), fully completed as requested, including all requested documentation.

PART II: Class Information and Fees (1 Page), fully completed as requested.

PART III: Sustainability (1 page), fully completed as requested.

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

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

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

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

## **7. BEST AND FINAL PROPOSAL**

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

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

## **8. COMPLIANCE WITH AGREEMENT**

County will execute an agreement with the successful offeror by issue of a Master Agreement (MA).

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)**

County will not provide results of this procurement in response to telephone inquiries. Interested parties may attend the public opening at the time and date stated in this solicitation. A tabulation of submittals will be on file at the Procurement Department. No oral interpretations or clarifications made to any respondent as to the meaning of any of the solicitation documents will be binding on Pima County. If a prospective respondent believes a requirement of the solicitation documents to be needlessly restrictive, unfair, or unclear, the respondent 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. County will respond by written addendum sent to all known potential respondents. County may not answer issues identified less than 8 days prior to the *Due In and Opens* date.

"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. CONTRACTOR RECORD MAINTENANCE**

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

**END OF INSTRUCTIONS TO OFFERORS**  
**(Revised 09/27/16)**

**INSTRUCTIONAL BACK GROUND INFORMATION**

Pima County Public Library District is seeking Contractors that are able to support its Community Based Education Program which is focusing on the following types of Classes:

1. Brain Boosters, 2. Career Success, 3. Connected Learning Labs, 4. Health Information Zones, 5. Idea Camps, and 6. Science, Technology, Engineering, Art and Math (STEAM).

Unit prices for Classes in the LIBRARY Community-Based Educational Program typically fall within the ranges below. These guidelines are based on current contract prices for the Program. Library provides these guidelines to assist prospective contractors in determining pricing.

<b>CLASS FORMAT</b>	<b>LENGTH OF CLASS</b>	<b>PRICE RANGE</b>
Level 1: Small Workshop or Presentation	45 min – 2 hours	\$50-\$120/workshop
Level 2: Extended Workshop or Presentation	3 – 5 hours	\$150-\$250/workshop
Level 3: Resource Intensive Do-It-Yourself Workshops	50 min– 3 hours	\$100- \$250/workshop
Level 4: Small Group instruction or follow-up	3-4 hours	\$90-\$120/session
Level 5: Large Format Presentation or back-to back Events/Event workshops for large audiences	50 min – 3 hours	\$150-\$325/presentation
Level 6: Tournament or Special Event like a Maker Fair or ongoing, weekly program	5 hours or 6 90-minute sessions	\$500-\$620/event

If you currently have a Pima County contract with no remaining renewal options, we encourage you to submit a proposal in response to this solicitation. If you wish to enter into a new contract with Pima County and continue providing your Program on an as required basis, you must respond to this request for proposal.

The following list of Contractors have contracts with Pima County that will expire within the next year and have no remaining renewal options.

<b>MA #</b>	<b>MA Expiration Date</b>	<b>Contractor Name</b>
12*509	03/20/2017	Arizona Sonora Desert Museum
12*511	03/20/2017	Marjorie Pellegrino
12*513	03/20/2017	James L Reid
12*519	03/20/2017	Josh Schachter
12*522	03/20/2017	Michael L Steele
12*523	03/20/2017	Native Seeds/Search
12*524	03/20/2017	Pan Left Productions
12*538	03/20/2017	Yolanda Garcia-De Cruz
13*224	12/04/17	ArtSpeak, LLC
13*226	12/04/2017	Gwendolyn Ray
13*227	12/04/2017	Heather Chalon
13*229	12/04/2017	Julia M Miller
13*231	12/04/2017	Margaret Meg Balaconis
13*236	12/04/2017	The Drawing Studio Inc.
13*237	12/04/2017	Norah Booth
13*238	12/04/2017	Reid Park Zoological Society
13*326	12/04/17	Safari Club International Foundation
13*240	12/04/2017	Serena Tang
13*241	12/04/2017	Tohono Chul Park
13*243	12/04/2017	Vivian Enos

**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 **Educational Classes for the Pima County Library Educational Program as conducted and taught by the Presenter** 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.

Pima County Public Library District operates 28 branches located throughout Pima County and the City of Tucson areas, including Ajo, Arivaca, Green Valley, Marana, Catalina, Sahuarita and the Pima County Juvenile Court Detention facility. Refer to Attachment 1: Branch Information, for a complete listing of branches and hours of operation..

The Library District manages an Educational Program to meet the objectives of its Mission Vision, Values, and Community Impact Plan to serve its customers. (See <http://www.library.pima.gov/about/mission/>)

Classes are intended to enhance participant’s intellectual, emotional, physical, and social well-being, and help to learn through actively producing, creating, experimenting and designing.

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. CONTRACT 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.

<b>3.1</b>	<p>Respondents must register with the Pima County Procurement Department by going to the Vendor Self Service Portal and, indicate an interest in providing educational/training services by entering commodity code 92400.</p> <p>Contact Vendor Relations with questions regarding new registration or updates: 724-8465</p>	<p>Indicate Pima County Vendor Code in space below:</p> <div style="border: 1px solid black; height: 40px; width: 100%;"></div>
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**4. PRODUCT OR SERVICE SPECIFICATIONS & SCOPE:**

All goods and services shall conform to the Instructions to Offerors, and Standard Terms and Conditions, and as modified or added to by:

Exhibit A: General Program Scope of Services

Exhibit B: Presenter, Program and Fees

PART I: Experience Narrative

PART II: Class Information and Fees

PART III: Sustainability

**5. PROPOSAL ACCEPTANCE AND ORDER RELEASES:**

County will accept proposals and execute contracts by issue of a Master Agreement (MA) (Recurring requirements) to be 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.

County will order products or services pursuant to an executed Master Agreement by issue of Delivery Order (DO) documents. 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 Contractor within five workdays of the date the verbal order is given.**

**Contractor must not supply materials or services pursuant to the contract that are not documented or authorized by a Delivery Order (DO) at the time of provision. County accepts no responsibility for control of or payment for materials or services not documented by a COUNTY Delivery Order (DO).**

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

**6. ACCEPTANCE OF SERVICES AND PRODUCTS:**

The County Department designated on the issued Order will accept goods and services only in accordance with this contract. Such acceptance is required prior to commencement of Payment terms.

**7. COMPENSATION & PAYMENT:**

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

All Invoice documents will 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 will 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 Contractor unprocessed for correction. **Contractor will not accept orders, or provide services or products that cumulatively exceed the contract amount.**

Standard payment terms are net thirty (30) days from the date of valid invoice document and do not commence until the later of receipt of goods into payment system by the receiving Department and Contractor's Invoice is received and verified by County Financial Operations.

The Master Agreement (MA) or Purchase Order (PO) issued to accept Contractor's proposal will define the not to exceed amount of the contract.

The parties may negotiate and establish unit pricing in writing under the contract for items included in the scope of the contract for which unit pricing has not been previously defined.

Unless the parties otherwise agree in writing, all pricing will 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 contract or accepted Order for services or products and all freight costs must be included in the proposal 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. Such taxes should not be included in the item unit price.

Price Warranty. Contractor will give Pima County the benefit of any price reduction before actual time of shipment.

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

Quantities referred to are estimated quantities. COUNTY reserves the right to increase or decrease the quantities and amounts. No guarantee is made regarding actual orders issued for items or quantities during the term of the agreement. COUNTY is not responsible for Contractor inventory or order commitment.

Unit prices proposed must include all incidentals and associated costs required to comply with and satisfy all requirements referred to or included in this solicitation, which includes the *Instructions to Bidders, Standard Terms and Conditions* and Proposal Agreement. No payments will be made for items not included in the contract.

Contractor will provide detailed documentation in support of payment requests which will document, be consistent with and not exceed COUNTY's order. Contractor will bill COUNTY within one (1) month after the date on which Contractor's right to payment accrues ("Payment Accrual Date"), which, unless this contract specifically provides otherwise, is the date goods are delivered, services are performed, or costs are incurred. Invoices must assign each amount billed to an appropriate line item of COUNTY's order and document each Payment Accrual Date. COUNTY may refuse to pay any amount billed in an untimely manner or which is not conforming to COUNTY's order. County will refuse to pay any amount billed more than six (6) months after the Payment Accrual Date, pursuant to A.R.S. § 11-622(C).

**Refer to Exhibit B: Presenter, Program and 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 contract have relied upon information provided or referenced by Pima County Solicitation No. 233103 including the Invitation For Bids, Instructions to Bidders, Standard Terms and Conditions, Solicitation Addenda, Contractor's Bid Proposal, documents submitted by Contractor or References to satisfy Minimum Qualifications and on other information and documents submitted by Contractor's response to County's Solicitation. These documents are hereby incorporated into and made a part of this Contract as if set forth in full herein, to the extent not inconsistent with the provisions of this contract.

**11. INSURANCE:**

Insurance requirements will be determined on an as needed basis with CONTRACTOR before the agreement commences and services are provided.

Generally, Contractor 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.

**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 Contractors. Therefore, Pima County will not insure nor defend any contracted Contractor. It is recommended that contracted Contractors obtain general liability insurance during the term of this contract.

**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 regards to this contract is waived.

**Worker' 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.

**12. PERFORMANCE BOND: N/A**

**13. ACKNOWLEDGEMENT of SOLICITATION ADDENDA:**

Contractor acknowledges that the following solicitation addenda have been incorporated in its proposal and this contract:

Addendum #	Date	Addendum #	Date	Addendum #	Date

**14. SMALL BUSINESS ENTERPRISE (SBE) CERTIFICATION:**

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

The remainder of this page is intentionally left blank.

**15. CONTRACTOR/OFFER CERTIFICATION:**

<b>CONTRACTOR LEGAL NAME:</b>							
<b>BUSINESS ALSO KNOWN AS:</b>							
<b>MAILING ADDRESS:</b>							
<b>CITY:</b>		<b>STATE:</b>		<b>ZIP CODE:</b>			
<b>INVOICES:</b>							
<b>REMIT TO ADDRESS:</b>							
<b>CITY:</b>		<b>STATE:</b>		<b>ZIP CODE:</b>			
<b>CONTACT PERSON NAME: (first, last)</b>			<b>TITLE:</b>				
<b>PHONE:</b>			<b>FAX:</b>				
<b>CONTACT PERSON EMAIL ADDRESS:</b>							
<b>DELIVERY ORDERS &amp; CONTRACTS SHALL BE TRANSMITTED:</b>							
<b>CONTACT PERSON NAME (first, last)</b>			<b>TITLE:</b>				
<b>PHONE:</b>			<b>FAX:</b>				
<b>CONTACT PERSON EMAIL ADDRESS:</b>							
<b>CORPORATE HEADQUARTERS LOCATION:</b>							
<b>STREET ADDRESS:</b>							
<b>CITY:</b>		<b>STATE:</b>		<b>ZIP CODE:</b>			

By signing and submitting these Proposal Agreement documents, the undersigned certifies that they are legally authorized to represent and bind Contractor to legal agreements, that all information submitted is accurate and complete, that Contractor has reviewed the Pima County Procurement website for solicitation addenda and has incorporated all such addenda to its proposal, that Contractor is qualified and willing to provide the items requested, and that Contractor will comply with all requirements of the solicitation. The Unit Pricing includes all costs incidental to the provision of the items in compliance with the above documents; no additional payment will be made. Conditional proposals that modify the solicitation requirements may be deemed not 'responsive' and may not be evaluated. Contractor's submission of a signed proposal agreement shall constitute a firm proposal 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 will require Contractor to provide the services and materials described in this solicitation. The undersigned hereby proposes 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 Proposal Agreement and other documents listed in this Proposal Agreement's Other Documents article.

<b>AUTHORIZED CONTRACTOR REPRESENTATIVE EXECUTING OFFER</b>				
<b>SIGNATURE:</b>			<b>DATE:</b>	
<b>PRINTED NAME</b>			<b>TITLE</b>	
<b>PHONE:</b>		<b>EMAIL ADDRESS:</b>		

**County Attorney Contract Approval "As to Form":**

**Approved as to form:**

\_\_\_\_\_  
Deputy County Attorney

\_\_\_\_\_  
Date

**EXHIBIT A: GENERAL PROGRAM SCOPE OF SERVICES**

**A. PROGRAM**

Presenter, here after referred to as “CONTRACTOR” will be responsible for the overall Class development, instruction, materials, supplies, establishing cost(s), indicating minimum participant attendance etc., with minimal supervision by the LIBRARY.

LIBRARY and CONTRACTOR will both agree to the Class, times, dates and branch locations for the provision of services.

CONTRACTOR shall:

1. Be punctual and prepared to conduct the service at the time agreed.
2. Ensure that another adult is always present when working in the proximity of Youngsters, School Age Children and Teenagers.
3. Will initiate contact with the Staff Program Monitor to confirm the room set-up, equipment, and necessary arrangements to conduct and teach the class.
4. Will work with the Branch Staff to ensure the best experience for the participants.

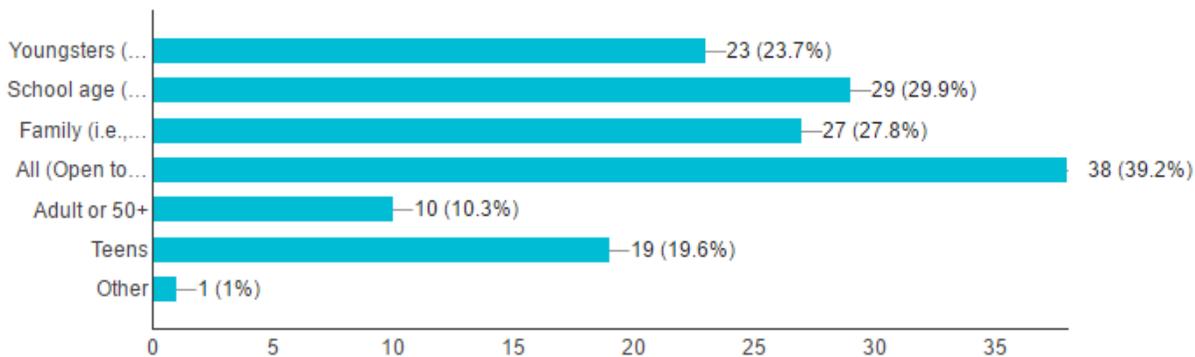
LIBRARY will:

1. Make available at each Library Branch a designated Staff Program Monitor (SPM).
2. The SPM will check-in participants and welcome them to the meeting room.
3. Will continually evaluate Contractor performance by collecting audience surveys and completing staff surveys related to the program.
4. Evaluation forms will be maintained as part of Contractor’s file.

**B. CLASS PARTICIPANTS - CUSTOMERS**

Library participants come from a multitude of cultures, backgrounds, demographics and ages - youngsters, School age, Teenagers, Adults, Senior Citizens, Family audiences, inter-generational.

Below is a chart of that shows the audience age ranges (by percentage) the library typically schedules community based education program services for. LIBRARY provides this information to assist prospective contractors in determining what audiences they should prioritize as they propose programs.



**C. CLASSES**

The Library Community-Based Educational Program provides for various Class Format Types to meet its objectives and the needs of its participants.

**D. CLASS FORMATS**

<b>Format</b>	<b>Type</b>	<b>Description</b>
<b>Level 1:</b> Small Workshop or Level 1: Small Workshop or Presentation	(Informational including handouts)	<p>These Classes are informational or educational in nature. Contractor will:</p> <ul style="list-style-type: none"> <li>• Provide the audience with information about an area of their expertise.</li> <li>• Accept questions from the audience about the subject material</li> <li>• May be required to provide a short biography when booked by the library branch that highlights their expertise in the particular topic.</li> </ul> <p>Contractor is encouraged and it is recommended for the Contractor to provide handouts or samples for each participant to take away</p>
<b>Level 2:</b> Extended Workshop or Presentation	(Informational including handouts)	<p>Class could include a mixture of hands-on activities and informational presentations.</p> <p>Contractor should expect that workshop participants will demand direct interaction with them through questions, advice, or referrals;</p> <p>Contractor should be able to anticipate the kinds of interactions workshop participants will ask of them and be able to meet their needs.</p> <p>Contractor should provide a short biography when booked by the library that highlights their expertise in the particular workshop topic.</p>
<b>Level 3:</b> Resource Intensive Do-It-Yourself Workshops	(Participants leave with a completed project)	<p>Contractor will provide handouts for each participant. Class will involve hands-on use of Contractor-provided materials to create an item for each of the participants to take away at the end of the workshop.</p> <p>Step-by-step instructions should be provided to the workshop participants orally.</p> <p>Printed instructions may be provided in addition to the verbal instructions.</p> <p>Individual attention to the workshop participants should be expected.</p>

**Level 4:** Individualized or small group instruction or follow up

This is for taking appointments for one to one, or working with a small group more intensively as a follow up to a presentation or workshop.

**Level 5:** Large Format Presentation or back-to-back events for large audiences

(Attendance is limited only by the venue. No handouts or take-aways, could have multiple presenters)

Class includes entertainment via shows or performances. May be without much audience participation, but may include individual participants in small ways. Contractor is not expected to provide any handouts or take-aways.

**Level 6:** Tournament or Special Event like a Maker Fair

(Inclusive of multiple meeting times, could have multiple presenters)

Class is a large event coordinated by the Contractor that may include organized contests between participants or annual performances. Depending on the program, Contractor may or may not have much direct interaction with participants or the audience. May be booked as multiple meetings for the one Class fee.

## E. SCHEDULING and BOOKING CLASSES

Each Pima County Public Library branch is responsible for choosing a CLASS, contractor and scheduling the CLASS. Scheduling will with Contractors at any library branch will generally occur well in advance. Scheduling is entirely at Pima County Public Library's discretion, and is subject to Contractor availability during the contract term.

Scheduling and booking of Classes by a library branch is done during **(1) ANNUAL OPEN ENROLLMENT** period and on an as **(2) AS REQUIRED** basis.

Annual Educational Program Contractor Fair:

CONTRACTOR will have the option, to participate in a CONTRACTOR FAIR in January, when a representative from each library branch is booking Classes for their particular programs throughout the year.

LIBRARY will provide a Contractor Fair once a year, typically early in the month of January.

The CONTRACTOR FAIR is a chance to advertise Classes in person to Library Representatives, discuss services offered, provide information about the scope of the proposed sessions and outline scheduling guidelines.

CONTRACTORS are encouraged to be prepared with take-aways for scheduling staff by providing **fliers or brochures** with information that describes the service they offer through the EDUCATIONAL PROGRAM.

### As Required Bookings:

Sometimes, throughout the year, Library Branches, may book and schedule additional Classes as the need arise.

Scheduling Branch Library will choose, contact and make arrangements with CONTRACTOR to confirm the date(s) CLASS will be performed, and accommodations (electrical outlets, room size, equipment etc...)

Classes provided by the Contractor will be scheduled and the booking documented on a Delivery Order in accordance with the Scope of the Offer Agreement, fees provided in EXHIBIT B, and at each library branch's discretion.

It is the responsibility of the respondent to inspect the facility and equipment and/or speak to library staff about audience limits, facility restrictions and CLASS requirements PRIOR to agreeing to schedule Classes in the applicable facility.

Task No.	Description	Performed By	Est. Duration (Days)
1	Scheduling Branch Library or program coordinator will choose, contact and make arrangements with a Contractor to confirm Class dates and titles during an annual open enrollment fair and/or on as required basis.  Classes will be booked at the rates provided in EXHIBIT B.	Library/ Contractor	Not applicable
2	Scheduling Library submits to Lib_accounting the date(s) and time(s) of Classes as agreed in EXHIBIT B. The scheduling library is responsible to notify Lib_accounting of any scheduling changes or cancellations.	Library	At least 3 weeks prior to delivery date or date of service.
3	Library Accounting emails Delivery Order confirming scheduled dates and locations for Contractor review.  The Contractor is to notify Lib_accounting of any discrepancies.	Library/ Contractor	At least 2 weeks prior to first date of service.
4	Contractor will forward invoice to Lib_Accounting@pima.gov: SAMPLE INVOICE CONTENTS: Contractor Name, email address, phone #, Date of Service, Library Branch, Class Format Quantity, Class Unit Price	Contractor	On or shortly after the date(s) of service. Invoices are due within 7 days after the date of service.
5	Library will process payment. All invoices paid 30 days after final delivery date listed on the invoice.	Library	(30 days after last date of service.)

#### **F. ADVERTISEMENT, PROMOTION AND MARKETING**

LIBRARY at its discretion and expense will advertise and promote the said CLASS at the Pima County Public Library's brochures, fliers and postcards and in partner publications aligned with program venues, which is distributed and/or advertised in all libraries and on the web calendar at <http://www.library.pima.gov/>.

CONTRACTOR may promote market and advertise its services as coordinated and approved with the Library in writing BEFORE the advertisement date. The booking Library will coordinate the review and approval of Contractor provided advertisement.

CONTRACTOR may not, under any circumstances, publish, post, or otherwise utilize the creative writings and artwork made by the library audience or any photographs of program participants and attendees. LIBRARY will handle getting the written consent of the individual or, if the participant is a minor, the minor's parent or guardian as it is required or requested or approved for reporting needs or promotional needs on behalf of Pima County Public Library **only**.

#### **G. LIBRARY BRANCHES, HOURS OF OPERATION AND ACCOMMODATIONS**

It is the responsibility of the CONTRACTOR to ensure prior to agreeing to provide any service that the particular branch has the proper set-up and is able to accommodate the number of participants and the CLASS. Some branches have available equipment such as computers, laptops, easels, projectors, electrical outlets, etc. for use at no charge to the CONTRACTOR. Branches vary in size and occupancy levels. Public copiers are available at each branch, copy charges apply. Facility tours and equipment inspections can be arranged by with the Library Representative that schedules the booking. Refer to ATTACHMENT 1: Branch Information for branch name, address, and hours of operation.

#### **H. CODE OF CONDUCT**

CONTRACTOR shall know and follow applicable Pima County Public Library policies and procedures at all times, including and especially Pima County Public Library's [Code of Conduct](#). BOS policy 32.6 Adopted August 7, 2007 [www.library.pima.gov](http://www.library.pima.gov)

## Pima County's Public Library's CODE OF CONDUCT

**PURPOSE:**

This policy is intended to:

- Protect the rights and safety of Pima County Public Library customers, volunteers and staff;
- Protect the Library's materials, equipment, facilities and grounds;
- Guarantee that the Pima County Public Library is able to carry out its mission; and
- Ensure that access to Library facilities, programs, or services is not negatively impacted by behaviors that create an environment that is unsafe, disruptive, or not conducive to the Library's mission

**POLICY:**

Pima County Public Library ("PCPL") facilities are open to people of all ages and backgrounds. Customers are encouraged to use The Library to:

- Read newspapers, magazines, books and other materials
- Check out Library materials
- Attend meetings and programs
- Use computers
- Conduct research
- Complete homework
- Seek information

**CUSTOMER CONDUCT:****1. Safe Environment.**

The following actions or behaviors are not allowed on Library property:

- 1.1. Any act that constitutes a criminal offense under federal, state, or
  - 1.1.1. Engaging in prohibited activities that relate to material involving the sexual exploitation of minors;
  - 1.1.2. Using the Internet for activity that violates Arizona law, including engaging in activities that are harmful to minors when children are present;
  - 1.1.3. Theft;
  - 1.1.4. Vandalizing Library property or causing damage to any other person's property;
  - 1.1.5. Indecent exposure, public sexual indecency, lewd acts, or any other sexual offense;
  - 1.1.6. Gambling, other than the types exempted by Arizona law;
  - 1.1.7. Disorderly conduct, including, but not limited to: fighting; engaging in violent or seriously disruptive behavior; or threatening or intimidating Library staff or any Library customer;
  - 1.1.8. Harassing or stalking Library staff or any Library customer. This conduct includes, but is not limited to:
    - 1.1.8.1. Filming or photographing any person without asking that person's permission;
    - 1.1.8.2. Continuing to film or photograph any person after being asked to desist;
    - 1.1.8.3. Engaging in conduct (such as persistent staring or gestures) that would cause a reasonable person to fear for his or her personal safety or feel distressed, alarmed, or harassed;
    - 1.1.8.4. Using profane, offensive or abusive language that would cause a reasonable person to fear for his or her personal safety or feel distressed, alarmed, or harassed;
  - 1.1.9. Possessing, using, selling, or transferring any illegal drug;
  - 1.1.10. Trespassing, including knowingly entering Library premises when access and use of Library facilities has been suspended.
- 1.2. Bringing guns, weapons, knives (other than pocket knives), or other items designed or intended to injure or harm people, unless explicitly permitted by law.
- 1.3. Smoking, rolling, or using any tobacco product, marijuana, synthetic tobacco, synthetic marijuana or electronic or other e-cigarettes (smokeless or the equivalent).
- 1.4. Drinking alcoholic beverages or using powdered alcohol products.
- 1.5. Entering a Library building with animals, except for bona fide service animals as defined by federal and state law.
- 1.6. Creating tripping hazards, or blocking aisles, exits or entrances.
- 1.7. Bringing into the Library, or attempting to place or store in the Library, any item(s) that:

- 1.7.1. Interferes with Library operations;
- 1.7.2. Creates a safety hazard;
- 1.7.3. Denies space to other customers;
- 1.7.4. Blocks aisles
- 1.7.5. Blocks access to or exit from the building;
- 1.7.6. Is unsanitary or foul-smelling;
- 1.7.7. Has a total dimension in excess of 55 inches (excluding items necessary for medical purposes or child care).

1.8. Leaving packages, backpacks, luggage, or any other personal items unattended. Unattended items are subject to removal without notice.

## **2. Personal Behavior.**

The following actions or behaviors are not allowed on Library property:

- 2.1. Behaving in a manner that disrupts Library operations, including, but not limited to:
  - 2.1.1. Being under the influence of alcohol, any drug or other intoxicant;
  - 2.1.2. Loud talking or yelling; or
  - 2.1.3. Running or physical horseplay.
- 2.2. Allowing a service animal to be disruptive, including, but not limited to, barking or other loud noises, not being under the control of the owner, exhibiting threatening postures and approaching other patrons uninvited.
- 2.3. Strong, pervasive odors, including body odor, clothing odor, and odors caused by food, perfume or cologne that are injurious to health, indecent, offensive to the senses or an obstruction to the free use or comfortable enjoyment of Library premises by other Library patrons or Library staff.
- 2.4. Inappropriate use of water fountains or restrooms, including, but not limited to, soliciting or engaging in sexual conduct, bathing, or washing clothes.
- 2.5. Using the Library as a place to sleep.
- 2.6. Soliciting handouts, donations or contributions.
- 2.7. Conducting sales activities.
- 2.8. Not wearing shoes or shirts, except for infants or toddlers.

## **3. Use and Preservation of Library Materials and Property.**

The following actions or behaviors are not allowed on Library property:

- 3.1. Failing to comply with: a Library staff member's request to stop an inappropriate behavior; this Code of Conduct; or, any other Library policy.
- 3.2. Manipulating or bypassing Library systems and procedures, such as those that regulate computer use.
- 3.3. Unplugging Library equipment to utilize an electrical outlet.
- 3.4. Consuming food or beverages in a manner that:
  - 3.4.1. Creates an unclean environment;
  - 3.4.2. Disrupts the activities of staff or other customers;
  - 3.4.3. Disrupts the enjoyment of the Library by other customers
  - 3.4.4. Soils, damages or in any way harms Library materials, equipment and property.
- 3.5. Consuming food at computer workstations.
- 3.6. Failure to clean up any residue, wrappings, or spills after the consumption of food or beverages.
- 3.7. Using furniture for anything other than its intended purpose (e.g. a table is not a foot stool).
- 3.8. Engaging in activities not reasonably associated with use of a public library.

## **4. Children in the Library.**

- 4.1. Children are expected to conduct themselves in a manner that does not violate the code of conduct or disrupt other customers. Library staff members are not caregivers or baby sitters. The Library is not responsible for any consequences of a parent's or guardian's failing in his or her responsibilities.
- 4.2. Additionally, the following actions or behaviors are not allowed on Library property:
  - 4.2.1. Disciplining a child in a manner that injures the child or disrupts other customers.
  - 4.2.2. Leaving young children unsupervised or ignoring their disruptive behaviors.
  - 4.2.3. Adult loitering in the children's areas for no legitimate purpose.

**ENFORCEMENT:**

The rules set forth above are not intended to limit PCPL from taking action to ensure safety, security, and excellent customer service. Any behavior that is disruptive or that inhibits or prevents PCPL from providing a safe environment or accomplishing its mission may result in the denial of access to facilities and/or services.

These rules will be enforced evenly, consistently, and fairly. Library staff and security personnel will intervene to stop prohibited activities and behaviors. Law enforcement will be contacted if any customer engages in what is believed to be unlawful or dangerous behavior.

**CONSEQUENCES OF NON-COMPLIANCE:**

Failure to comply with this and the Library's other established policies may result in:

- The immediate removal of the customer from the premises; *and/or*
- Suspending the customer's access to Library facilities for a set period of time; *and/or*
- Denying access to specific services *and/or* programs.

**SUSPENSION OF LIBRARY PRIVILEGES:**

The librarian may immediately suspend a customer's Library privileges or access to activities, services or facilities if the situation is a serious offense and constitutes a violation of PCPL policies. Examples of serious offenses include, but are not limited to: verbal abuse; violence; threatening behaviors; sexual harassment; vandalism; drug sale, attempted sale or use; intoxication; theft or attempted theft; physical harassment; sexual misconduct; or any behaviors that threaten the safety and security of customers or staff. The librarian may also issue suspensions for repeated violations of library policies.

A suspension may be appealed in writing to the Library Director within 10 calendar days of the date the suspension is issued. The appeal must clearly state why the customer believes that the privileges should be restored. The appeal should be sent to:

Pima County Public Library  
Administrative Offices  
101 N. Stone Ave.  
Tucson, AZ 85701

The Director, or a designee, will review and respond to the appeal in writing within 10 business days of the date the appeal was received. The suspension remains in effect until the Director has reviewed the appeal and issued a decision. The decision of the Director is final.

Adoption Date: August 7, 2007  
Revised Date: May 5, 2015  
Effective Date: May 5, 2015  
072015

**End of Exhibit A**

**EXHIBIT B: PRESENTER, PROGRAM AND FEES**

<b>Contractor Name:</b>	
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**Part I: Presenter Experience Narrative**

<b>1</b>	<b>Class Type</b>	Place a check mark <input type="checkbox"/> in the appropriate box that best describes what you offer. These are priorities for the community based education program and are in line with the outcomes in the library Community Impact Plan. The Library is looking for community based education programs that align with these areas.
<input type="checkbox"/> <b>Brain Boosters</b> Cognitive and emotional skill building through fun, play, and discovery; this can be for two-generation learning (family/parent/child or children working together productively and actively with Adult mentoring or guidance)		
<input type="checkbox"/> <b>Career Success</b> Increase chances for success and advancement, connectors for career exploration for real world training and other 21 <sup>st</sup> century skills. (K-12 through adult)		
<input type="checkbox"/> <b>Connected Learning Labs</b> Encourage active peer-to-peer experiences; and offer hands-on opportunities to hang out and mess around with new tools and technology, when school is out ( <b>teens</b> and <b>tweens</b> especially).		
<input type="checkbox"/> <b>Health Information Zones</b> Easy ways to wire the brain, move, experiment, learn new things while collaborating with others for healthy happy lives. (all audiences)		
<input type="checkbox"/> <b>Idea Camps</b> Experiences that hardwire collaboration, increase productivity; that inspire conversation, immersion, ideation and iteration. (all audiences)		
<input type="checkbox"/> <b>STEAM (Science, Technology, Engineering, Art, Math)</b> Multiple literacies across multiple contexts. Role play, creation, production; hands-on, inquiry-based participatory learning opportunities for all ages in <b>science, technology, engineering, art</b> and/or <b>math</b> . (all audiences)		

<b>Experience Biography</b>	
<b>Please describe your experience with the CLASS Type.</b>	
<b>2</b>	Number of Years Performing Class Subject Matter
# Years	

<b>3</b>	Brief Experience Narrative in 200 words or less
<b>4</b>	Have you presented any of the CLASS(es) offered in this RFP for a Pima County Library Branch(es) in the past year?
<p>Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, indicate a branch and the dates of performance(s).</p> <p>List the Branch(es) and dates of CLASS performance(s):</p> <p>4.1.</p> <p>4.2</p> <p>4.3</p> <p>4.4</p>	
<b>5</b>	I have certificates, formal education directly related to this CLASS type?
<p>Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, List the title of the document, issuing agency and attach copy to this Exhibit</p> <p>5.1.</p> <p>5.2.</p>	

<b>6</b>	CLASS includes assistance of Co-workers? Indicate the co-worker's name, briefly describe their responsibility, tasks, will substitute when not available? How long have you worked with this person?		
Coworker Name: Responsibilities:	Years:	Will substitute?: Yes <input type="checkbox"/> No <input type="checkbox"/>	
Coworker Name: Responsibilities:	Years:	Will substitute?: Yes <input type="checkbox"/> No <input type="checkbox"/>	
Coworker Name: Responsibilities:	Years:	Will substitute?: Yes <input type="checkbox"/> No <input type="checkbox"/>	

<b>7</b>	<b>Proximity/Availability</b>	<b>Are there any times when you are NOT available to be scheduled by a library?</b>
<p>Indicate the month(s) you are <b>NOT</b> available:</p> <p><input type="checkbox"/> Jan <input type="checkbox"/> Feb <input type="checkbox"/> Mar <input type="checkbox"/> Apr <input type="checkbox"/> May <input type="checkbox"/> June <input type="checkbox"/> July <input type="checkbox"/> Aug <input type="checkbox"/> Sep <input type="checkbox"/> Oct <input type="checkbox"/> Nov <input type="checkbox"/> Dec</p> <p>Indicate which times you are <b>NOT</b> available? <input type="checkbox"/> Morning hours , <input type="checkbox"/> Afternoon hours , <input type="checkbox"/> Evening hours,  <input type="checkbox"/> Weekdays, <input type="checkbox"/> Weekends <input type="checkbox"/> Specify      Do you reside in Pima County? Yes <input type="checkbox"/> No <input type="checkbox"/></p>		

<b>8</b>	<b>Annual Reviews</b>	<p><b>Pima County Public Library will review contracts annually for contract continuation and to determine if adjustments to the annual contract amount needs to be adjusted (+/-). Continuation of a contract will take into consideration feedback from library audiences and staff program monitors at scheduled library programs.</b></p>
<p>I have the option to participate in an Open Enrollment Fair in January, when a representative from each library is booking programs, for program opportunities throughout the year. Classes will be scheduled at each <b>library location's discretion</b> and scheduled in accordance with the information I have provided in this CLASS Form and Exhibit B: Part II Class Information and Fees</p> <p><b>I understand Classes that are performed by the Contractor will be</b> evaluated by library audiences and library staff.</p> <p><input type="checkbox"/> I understand and agree that the Pima County Public Library <b>can terminate the contract and or not renew the contract for an additional year</b> if no libraries contact me to schedule a CLASS within 12 months of the award or if I otherwise fail to meet the needs and expectations of Pima County Public Library, its audiences and staff.</p> <p>Yes <input type="checkbox"/> N/A <input type="checkbox"/> I certify my Library Presenter contract does not contain renewal options, and I have been scheduled within the past 12 months for presentations.</p>		

End of Part I

**Part II: CLASS INFORMATION AND FEES**

<b>Contractor Name:</b>	
-------------------------	--

<b>1</b>	<b>CLASS DESCRIPTION</b>	<p>As per the <b>Class Type(s) indicated Part 1: Presenter Experience Narrative</b>, In the space provided below, describe the Class Type in 15 words or less.</p> <p>This description will be used by the Library for marketing purposes.</p> <p>Example:                  Class Type: Brain Booster. Class Description: "This Class will show you how to use your visual and cognitive skills to take quality photos with any camera that you currently own."</p>
<b>1.1</b>		CLASS Type: _____ Description: _____
<b>1.2</b>		CLASS Type: _____ Description: _____

<b>2</b>	Below are the audience <b>age ranges</b> the library typically schedules education program services for. Place a check mark in all boxes that apply for the audience.
	1. Youngsters <input type="checkbox"/> Infants and toddlers <input type="checkbox"/> Ages 2-6 <input type="checkbox"/> Ages 4-8 2. School age (Ages 6 and up) <input type="checkbox"/> 3. Teens (Ages 13 and up) <input type="checkbox"/> 4. Adults (Ages 16 and up) <input type="checkbox"/> 5. Intergenerational (i.e., Teens with Adults; Adults with Children) <input type="checkbox"/> 6. Family (i.e., Family Story Time, community events, and Family Fun nights) <input type="checkbox"/> 7. All (Open to all ages--with options or adaptations for multigenerational, adult and family audiences.) <input type="checkbox"/> 8. Older adults (Ages 50 and up) <input type="checkbox"/>

<b>3</b>	What is the minimum acceptable number of participants for this class	What is the maximum acceptable number of participants for this class	Participant level is limited ONLY by size of the room <b>Indicate yes or no</b>

**Class Fees**

In the space provided below, for each **Class format** that you are offering, indicate the associated, Class Time (amount of time required to set-up, take-down and present the class i.e 1 hr 45 minutes) and the Class Fee. If you are not offering that particular Class format indicate **N/A** in the space Class Time Length and Class Fee.

4	Class Format	Class Time length (includes setup/cleanup time)	Class Fee (Total Cost)
4.1	Level 1: Small Workshop or Presentation		\$
4.2	Level 1: Small Workshop or Presentation		\$
4.3	Level 2: Extended Workshop or Presentation		\$
4.4	Level 2: Extended Workshop or Presentation		\$
4.5	Level 3: Resource Intensive Do-It-Yourself Workshops		\$
4.6	Level 3: Resource Intensive Do-It-Yourself Workshops		\$
4.7	Level 4: Individualized or Small Group Instruction or Follow-up		\$
4.8	Level 4: Individualized or Small Group Instruction or Follow-up		\$
4.9	Level 5: Large Format Presentation or back-to-back events for large audiences		\$
4.10	Level 5: Large Format Presentation or back-to-back events for large audiences		\$
4.11	Level 6: Tournament or Special Event like Maker Fair		\$
4.12	Level 6: Tournament or Special Event like Maker Fair		\$

<b>5 ARE YOU WILLING TO TRAVEL?</b>		
<p>A TRAVEL FEE will be paid in addition to the Class Fee for any county location indicated below.</p> <p>The TRAVEL FEE is calculated based on travel point beginning at the end of the City of Tucson limits, in accordance with Pima County Travel Policy.</p>		<p><b>In the space below, indicate</b></p> <p><b>Yes or No</b></p>
Travel to Salazar-Ajo Branch Library Ajo, AZ	\$100.00	
Travel to Caviglia-Arivaca Branch Library; Arivaca, AZ	\$50.00	
Travel to Joyner-Green Valley Branch Library; Green Valley, AZ, OR Sahuarita Branch Library; Sahuarita, AZ 85629	\$15.00	
Travel to Geasa-Marana Branch Library; Marana, AZ	\$15.00	
Travel to Dewhirst-Catalina Branch Library; Catalina, AZ	\$15.00	

**OPTIONAL EARLY PAYMENT DISCOUNT TERM:** Pima County Administrative Procedure No. 22-35 section II.B.4 defines County’s practice regarding discounts for early payment. Contractor proposals the following discounts to those prices to be used for all orders issued pursuant to this contract. County will utilize the existing payment code that best matches that proposed and does not exceed the proposed discount percentage. Payment days cannot be less than ten (10) calendar days. Contractor shall submit valid invoice document consistent with the associated Purchase Order (PO), Delivery Order (DO) or Delivery Order Maximo (DOM) to County Finance Department at least seven (7) calendar days prior to the date on which the discounted payment is due. If desired, for any order issued pursuant with this contract, Contractor may proposal early payment discounts that exceed this Standard Early Payment Discount.

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

**End of Part II**

**Part III: Sustainability**

<b>Sustainability</b>	<b>Pima County values and encourages sustainable practices. Do you incorporate any of the following sustainable practices?:</b>
<p><input type="checkbox"/> Waste prevention/reduction or material recycling/reuse?</p> <p><input type="checkbox"/> Alternative energy/fuels (such as solar/wind energy, bio-diesel, alternative fuels, hybrid vehicles) in your program's preparation, transportation, and demonstration?</p> <p><input type="checkbox"/> Environmentally preferable materials (such as recycled materials; locally produced/manufactured products)?</p> <p><input type="checkbox"/> 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)?</p> <p><input type="checkbox"/> 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)?</p>	

**End of Part III**  
**End of Exhibit B**

## ATTACHMENT 1: BRANCH INFORMATION

#	LIBRARY BRANCH	LOCATION/ADDRESS/PHONE NUMBER	HOURS OF OPERATION
1	<b>Caviglia-Arivaca Branch Library</b>	17050 W. Arivaca Rd.; Mailing Address: PO Box 668, <b>Arivaca, AZ, 85601</b> , 594-5235	Mon Closed, Tue 11-8, Wed 11-8, Thu 10-6, Fri 11-5, Sat 9-5, Sun Closed
2	<b>Dewhirst-Catalina Branch Library</b>	15631 N. Oracle Rd., #199, <b>Catalina, AZ</b> , 85739, 594-5240	Mon 10-6, Tue 10-7, Wed 10-6, Thu 10-6, Fri 10-5, Sat 9-5, Sun Closed
3	Dusenberry-River Branch Library	5605 E River Road, 85750, 594-5345	Mon 10-8, Tue 10-8, Wed 10-8, Thu 10-8, Fri 10-5, Sat 9-5, Sun 1-5
4	Eckstrom-Columbus Branch	4350 E. 22nd St., 85711, 594-5285	Mon 10-8, Tue 10-8, Wed 10-8, Thu 10-8, Fri 10-5, Sat 9-5, Sun 1-5
5	El Pueblo Branch Library	101 W. Irvington Rd., 85714, 594-5250	Mon 9-6, Tue 9-6, Wed 10-6, Thu 10-6, Fri 10-5, Sat, Closed Sun Closed
6	El Rio Branch Library	1390 W. Speedway, 85745, 594-5245	Mon 9-6, Tue 9-6, Wed 10-6, Thu 10-6, Fri 10-5, Sat Closed, Sun Closed ; Occasionally closed for lunch 12-1 pm
7	Flowing Wells Branch Library	1730 W. Wetmore Road, 85705, 594-5225	Mon 10-8, Tue 10-8, Wed 10-8, Thu 10-8, Fri 10-5, Sat 9-5, Sun 1-5
8	<b>Geasa-Marana Branch Library</b>	13370 N. Lon Adams Rd., <b>Marana, AZ, 85653</b> , 594-5255	Mon Closed, Tue 10-6, Wed 10-7, Thu 10-6, Fri 10-5, Sat 9-5, Sun Closed ; Occasionally closed for lunch, 2-3pm.
9	Himmel Park Branch Library	1035 N Treat Ave., 85716, 594-5305	Mon 10-8, Tue 10-8, Wed 10-8, Thu 10-8, Fri 10-5, Sat 9-5, Sun 1-5
10	Joel D. Valdez Main Library	101 N. Stone Ave., 85701, 594-5500	Mon 9-8, Tue 9-8, Wed 9-8, Thu 9-6, Fri 9-5, Sat 10-5, Sun 1-5
11	<b>Joyner-Green Valley Branch Library</b>	601 N. La Canada Drive, <b>Green Valley, AZ, 85614</b> , 594-5295	Mon 9-7, Tue 9-7, Wed 9-7, Thu 9-7, Fri 10-5, Sat 9-5, Sun 1-5
12	Kirk-Bear Canyon Branch Library	8959 E Tanque Verde, 85749, 594-5275	Mon 10-8, Tue 10-8, Wed 10-8, Thu 10-8, Fri 10-5, Sat 9-5, Sun 1-5
13	Martha Cooper Branch Library	1377 N. Catalina Avenue, 85712, 594-5315	Mon 10-8, Tue 10-8, Wed 10-8, Thu 10-8, Fri 10-5, Sat 9-5, Sun 1-5
14	Miller-Golf Links Branch Library	9640 E. Golf Links Road, 85730, 594-5355	Mon 10-8, Tue 10-8, Wed 10-8, Thu 10-8, Fri, 10-5, Sat 9-5, Sun 1-5
15	Mission Branch Library	3770 S. Mission Road, 85713, 594-5325	Mon 10-8, Tue 10-8, Wed 10-8, Thu 10-8, Fri 10-5, Sat 9-5, Sun 1-5
16	Murphy-Wilmot Branch Library	530 N. Wilmot Rd., 85711, 594-5420	Mon 10-8, Tue 10-8, Wed 10-8, Thu 10-8, Fri 10-5, Sat 9-5, Sun 1-5
17	Nanini Branch Library	7300 N. Shannon Road, 85741, 594-5365	Mon 10-8, Tue 10-8, Wed 10-8, Thu 10-8, Fri 10-5, Sat 9-5, Sun 1-5
18	Oro Valley Public Library	1305 W. Naranja Drive, Oro Valley, AZ 85737, 594-5580	Mon 9-5, Tue 11-8, Wed 9-5, Thu 11-8, Fri 9-5, Sat 9-5, Sun Closed
19	Quincie Douglas Branch Library	1585 E. 36th St., 85713, 594-5335 (Corner of Kino Parkway and 36th Street)	Mon 10-8, Tue 10-8, Wed 10-8, Thu 10-8, Fri 10-5, Sat 9-5, Sun 1-5
20	<b>Sahuarita Branch Library</b>	725 W. Via Rancho Sahuarita, <b>Sahuarita, AZ</b> 85629, 594-5490	Mon Closed, Tue 10-6, Wed 10-6, Thu 10-6, Fri 10-5, Sat 9-5, Sun Closed
21	<b>Salazar-Ajo Branch Library</b>	33 Plaza, <b>Ajo, AZ</b> , 85321, 1-520-387-6075	Mon 9-7, Tue 9-7, Wed 9-7, Thu 9-7, Fri 9-5, Sat 9-5, Sun Closed
22	Sam Lena-South Tucson Branch	1607 S. Sixth Ave., 85713, 594-5265	Mon 10-6, Tue 10-6, Wed 10-6, Thu 10-6, Fri 10-5, Sat 9-5, Sun 1-5
23	Santa Rosa Branch Library	1075 S. 10th Ave., 85701, 594-5260	Mon 11-8, Tue 9-7, Wed 9-6, Thu 9-7, Fri 10-5, Sat Closed Sun Closed
24	Southwest Branch Library	6855 South Mark Rd., 85757, 594-5270	Mon 10-6, Tue 10-6, Wed 10-7, Thu 10-7, Fri 10-5, Sat 9-5, Sun Closed
25	Valencia Branch Library	202 W. Valencia Road, 85706, 594-5390	Mon 10-8, Tue 10-8, Wed 10-8, Thu 10-8, Fri 10-5, Sat 9-5, Sun 1-5
26	Wheeler Taft Abbott, Sr. Branch	7800 N. Schisler Dr., 85743, 594-5200	Mon 10-8, Tue 10-8, Wed 10-8, Thu 10-8, Fri 10-5, Sat 9-5, Sun 1-5
27	Woods Memorial Branch Library	3455 N. First Ave., 85719, 594-5445	Mon 10-8, Tue 10-8, Wed 10-8, Thu 10-8, Fri 10-5, Sat 9-5, Sun 1-5

In addition, Pima County Library District provides extension services within Pima County's Juvenile Detention Facilities. Scheduled presenter services can be provided when the presenter is willing to work with the teenage/youth detainees and the program can fit or be modified to align with the safety requirements for the facility as set by Center's Staff. If selected to provide services proposer may be required to pass a background check, at the expense of the County.

#	LIBRARY	LOCATION/ADDRESS/PHONE #	HOURS OF OPERATION
28	<b>Juvenile Court – Detention Facility Library</b>	2225 E. Ajo Way, Tucson, <b>AZ</b> , 85713	As security staff, youth and program space are available.

**PIMA COUNTY STANDARD TERMS AND CONDITIONS (03/18/15)****1. OPENING:**

Responses will be publicly opened and each 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, 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.

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 Contractor.

**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 will 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 COUNTY. Unless expressly agreed otherwise, resulting contracts 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 offeror, by submission of an offer, bid or proposal waives any and all claims for damages against COUNTY or its officers or employees when COUNTY exercises any of its reserved rights.

**6. ACKNOWLEDGEMENT AND ACCEPTANCE:**

If Contractor's terms of sale are inconsistent with the terms of the resultant contract, the terms herein shall govern, unless COUNTY accepts Contractor's terms in writing. No oral agreement or understanding shall in any way modify this contract 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 contract.

**7. INTERPRETATION and APPLICABLE LAW:**

The contract will 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 contract incorporates the complete agreement of the parties with respect to the subject matter of this contract. No oral agreement or other understanding will in any way modify the terms and conditions of this contract.

**8. WARRANTY:**

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

**9. QUANTITY:**

Contractor will not exceed or reduce the quantity of goods ordered without **written** permission from COUNTY in the form of a properly executed Master Agreement (MA), Purchase Order (PO) Delivery Order (DO) or Delivery Order Maximo (DOM) revision or amendment as required by COUNTY Procurement Code. All quantities are estimates and COUNTY provides no guarantee regarding actual usage.

**10. PACKING:**

Contractor will make no extra charges for packaging or packing material. Contractor is responsible for safe packaging conforming to carrier's requirements.

**11. DELIVERY:**

On-time delivery of goods and services is an essential part of the consideration 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 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 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's responsibility. COUNTY reserves the right to cancel any delinquent order, procure from alternate source, or refuse receipt of or return delayed deliveries, at no cost to COUNTY. COUNTY reserves the right to cancel any order or refuse delivery upon default by Contractor concerning time, cost, or manner of delivery.

Contractor 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 provides COUNTY immediate notice of delay.

**12. SPECIFICATION CHANGES:**

COUNTY has the right to make changes in the specifications, services, or terms and conditions of an order. If such changes cause an increase or decrease in the amount due under an order or in time required for performance, an acceptable adjustment will be made and the order modified in writing. Any agreement for adjustment must be made in writing.

Nothing in this clause reduces 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, destination or both by COUNTY. Goods failing to meet specifications of the order or contract will 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 will not be considered a waiver of that condition for subsequent shipments or deliveries.

**14. SHIPPING TERMS:**

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

**15. PAYMENT TERMS:**

Payment terms are net thirty (30) days, unless otherwise specified by the contract.

**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 COUNTY FOR DEFAULT:**

In the event any item furnished by Contractor in the performance of the contract should fail to conform to the specifications thereof, or to the sample submitted by Contractor, COUNTY may reject same, and it thereupon becomes the duty of Contractor to reclaim and remove the same, without expense to COUNTY, and immediately replace all such rejected items with others conforming to the specifications or samples. Should Contractor fail, neglect, or refuse immediately to do so, COUNTY has the right to purchase in the open market, in lieu thereof, a corresponding quantity of any such items and to deduct from any monies due or that may become due to Contractor the difference between the price named in the Master Agreement or Purchase Order and actual cost to COUNTY.

In the event Contractor fails to make prompt delivery as specified of any item, the same conditions as to the rights of COUNTY to purchase in the open market and invoke the reimbursement condition above apply, except when delivery is delayed by fire, strike, freight embargo, or acts of god or of the government. In the event of cancellation of the Master Agreement, Purchase Order or associated orders, either in whole or in part, by reason of the default or breach by Contractor, Contractor will bear and pay for any loss or damage sustained by COUNTY in procuring any items which the Contractor agreed to supply. The rights and remedies of COUNTY provided above are not exclusive and are in addition to any other rights and remedies provided by law or under the contract.

**18. FRAUD AND COLLUSION:**

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

**19. COOPERATIVE USE OF RESULTING CONTRACT:**

As allowed by law, COUNTY has entered into cooperative procurement agreements that enable other Public Agencies to utilize procurement agreements developed by COUNTY. 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's agreement and required to satisfy particular Public Agency code or functional requirements and are within the intended scope of the solicitation and resulting contract. 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 contracts can be viewed at the Procurement Department Internet home page: <http://www.pima.gov/procure> by selecting the link titled *Authorized Use of COUNTY Contracts*.

**20. PATENT INDEMNITY:**

Contractor will indemnify, defend and hold COUNTY, its officers, agents and employees, harmless from liability of any nature or kind, including costs and expenses, for infringement or use of any copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in connection with the 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 will indemnify, defend, and hold harmless COUNTY, its officers, employees and agents from and against any and all suits, actions, legal administrative proceedings, claims or demands and costs attendant thereto, arising out of any act, omission, fault or negligence by Contractor, its agents, employees or anyone under its direction or control or on its behalf in connection with performance of the 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 must 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 will 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 govern the rights, performance and disputes of and between the parties. Any action relating to this Contract must 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 apply, but do not require an amendment or revisions.

**24. ASSIGNMENT:**

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

**25. CONFLICT OF INTEREST:**

This contract is subject to the provisions of A.R.S. § 38-511, the pertinent provisions of which are incorporated into and made part of all COUNTY Master Agreements or Purchase Orders as if set forth in full therein.

**26. NON-DISCRIMINATION:**

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

**27. NON-APPROPRIATION OF FUNDS:**

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

**28. PUBLIC 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 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 will release records marked CONFIDENTIAL ten (10) business days after the date of notice to Contractor of the request for release, unless Contractor has, within the ten (10) 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 is not counted in the time calculation. Contractor will 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 will not, under any circumstances, be responsible for securing a protective order or other relief enjoining the release of records marked CONFIDENTIAL, nor is COUNTY 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 unique to the services or products supplied to COUNTY are included in the agreed upon Unit Price unless specifically stated otherwise in the contract. Such tools and documentation are the property of COUNTY and will be marked, as is practical, as the "Property of Pima County" and if requested by COUNTY a copy of the tooling and documentation will be delivered to COUNTY within twenty (20) days of acceptance by COUNTY of the first article sample, or not later than ten (10) days of termination of the contract associated with their development, without additional cost to COUNTY. Contractor also agrees to act in good faith to facilitate the transition of work to a subsequent Contractor if and as reasonably requested by COUNTY at no additional cost. Should exceptional circumstances be present that may justify an additional charge, Contractor may submit said justification and proposed cost and negotiate an agreement acceptable to both Contractor and COUNTY, but Contractor may not withhold any requested tooling, document or support as defined above that would delay the orderly, efficient and prompt transition of work. Should conduct by Contractor result in additional costs to COUNTY, Contractor will reimburse COUNTY for said actual and incremental costs provided that COUNTY had given Contractor reasonable time to respond to COUNTY's requests for support.

**30. AMERICANS WITH DISABILITIES ACT:**

Contractor will comply with all applicable provisions of the Americans with Disabilities Act (public law 101-336, 42 USC 12101-12213) and all applicable federal regulations under the act, including 28 CFR parts 35 and 36.

**31. NON-EXCLUSIVE:**

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

**32. PROTESTS:**

An interested party may file a protest regarding any aspect of a solicitation, evaluation, or recommendation for award. Protests must be 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 COUNTY. Upon receipt of written notice, Contractor will immediately cease all work as directed by the notice, notify all subcontractors of the effective date of termination and take appropriate actions to minimize further costs to COUNTY. In the event of termination under this paragraph, all documents, data, and reports prepared by Contractor under the contract become the property of and must be promptly delivered to COUNTY. Contractor is entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination. The cost principles and procedures defined by A.A.C. R2-7-701 apply.

**34. ORDER OF PRECEDENCE-CONFLICTING DOCUMENTS:**

In the event of inconsistencies between contract documents, the following is the order of precedence, superior to subordinate, that will apply to resolve the inconsistency: 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; these standard terms and conditions; any other solicitation documents.

**35. INDEPENDENT CONTRACTOR:**

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

**36. BOOKS AND RECORDS:**

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

**37. COUNTERPARTS:**

The Master Agreement or Purchase Order awarded pursuant to this solicitation may be executed in any number of counterparts and each counterpart is considered an original, and together such counterparts constitute one and the same instrument. For the purposes of the Master Agreement and Purchase Order, the signed offer of Contractor and the signed acceptance of COUNTY are each considered an original and together 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 is not 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, is not a waiver or relinquishment of the right to insist upon full and complete performance of the same, or any other covenant or condition, either in the past or in the future. The acceptance by either party of sums less than may be due and owing it at any time is not an accord and satisfaction.

**40. SUBCONTRACTORS:**

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

**41. SEVERABILITY:**

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

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

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

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

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

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

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

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

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

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

**END OF PIMA COUNTY STANDARD TERMS AND CONDITIONS**