



## PIMAPIMA COUNTY NOTICE OF REQUEST FOR PROPOSALS (RFP)

Solicitation Number (RFP): **234025**  
Title: **Special Interest Class Instructor Services**

**DUE IN AND OPENS:**

**NOVEMBER 16, 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:**

**November 03, 2016 AT 6:00 P.M. LOCAL ARIZONA TIME (MST)**  
Pima County Natural Resources, Parks and Recreation, Administration Bldg.  
3500 W. River Rd, Tucson, Arizona 85741

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

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

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.

County will hold a Pre-Proposal Conference for the purpose of clarifying requirements and answering prospective offeror questions. It is the responsibility of Prospective Offerors to familiarize themselves with all requirements of the solicitation and to identify any issues at the conference. Attendance is optional and encouraged.

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 *Due In and Opens Date and Time*.

Fax: (520) 791-6509 email: [Jennifer.Moore@pima.gov](mailto:Jennifer.Moore@pima.gov) USPO Mail to the following address:  
Pima County Procurement Department, 130 W. Congress, 3rd Floor, Mailstop # DT-AB3-126; Tucson, AZ 85701

**VERBAL REQUESTS FOR CLARIFICATIONS OR INTERPRETATIONS WILL NOT BE ACCEPTED.**

/s/ JENNIFER MOORE  
Jennifer Moore, Commodity/Contracts Officer

**Publish:** The Territorial: October 24,25,26 & 27, 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.

Offeror shall certify that they possess the minimum qualifications contained in **Proposal Agreement**. Offeror shall provide the requested documents that substantiate their satisfaction of the Minimum Qualifications. Failure to provide the information required by these Minimum Qualifications and required to substantiate *responsibility* may be cause for County to reject the offeror’s proposal as **Non-Responsive and/or Non-Responsible**.

**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.

**PHASE 1:**

The evaluation committee will assign points to each proposal submitted based on the quality and thoroughness of the responses to questions contained in Exhibit B. Offeror should respond in the form of a thorough narrative to each specification as guided by the questions in the Exhibit. The narratives along with required supporting materials should be evaluated and awarded points accordingly. Forms provided and requested for inclusion in this proposal shall not be modified.

<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:**

<b>EVALUATION CRITERIA</b>	<b>MAXIMUM POINTS</b>	<b>CRITERIA DESCRIPTION</b>
<b>D</b> Demonstration/Presentation	20 points	The demo will include a sample demonstration of Classes proposed. Contractor must provide a minimum of three (03) samples of their work or be able to demonstrate Contractor’s field of expertise.

**E** Cost (per Student per Course) 05 points

Contractor shall document in Exhibit C:  
 CLASS Fees all applicable costs associated with  
 successfully completing the CLASS.

TOTAL POSSIBLE POINTS - PHASE 2 30 POINTS  
**TOTAL POSSIBLE POINTS PHASES 1 & 2 100 POINTS**

An evaluation committee of three (3) will assess and score the demonstration/presentation. Points for the oral presentation will be based on presenter’s knowledge, effectiveness of communication, experience with subject matter/course material and the quality of the responses to questions during the presentation.

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 TWO (2) or THREE (3) WEEKS) after the Due In and Opens Date posted on the cover page of this solicitation. Each invitee will be allowed five (5) minutes to set-up and twenty (20) minutes to demonstrate. An evaluation committee will assess and score the demo according to the criteria in the below Evaluation Score Sheet.

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.

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

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

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.

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) document that incorporates the Proposal without further action by the Offeror. The County may conduct discussions with the Offeror to clarify the Proposal and Agreement details provided that they do not substantially change the intent of the solicitation.

**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.

## **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:

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

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

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 April 23, 2014)**

**1. INTENT:**

This document is intended to establish an "As Required" indefinite delivery/indefinite quantity (IDIQ) "Master" agreement contract to provide Pima County ("County") with such quantities of **Art and Leisure Classes as provided by the Instructor** herein after referred to as Contractor as County may order from time to time by issue of Delivery Order (DO) or Delivery Order Maximo (DOM) pursuant to a resulting contract. As defined by the attached Pima County Standard terms and Conditions (STC) this contract is non-exclusive and may be terminated for any reason without penalty or cost to County.

All Goods and Services proposed or provided pursuant to the contract will conform to the requirements defined by or referred to by the solicitation documents including *Solicitation Addenda, Instructions to Bidders, Standard Terms and Conditions* and this *Proposal Agreement*, all of which are incorporated herein.

This document, including all attachments and documents incorporated by reference, constitutes the entire contract between the parties pertaining to the subject matter hereof, and 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 contract 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 will signify acceptance of all such changes by Contractor and the amendment will be binding upon the parties, effective on the date of issuance.

**3. CONTRACTOR MINIMUM QUALIFICATIONS:**

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

**4. PRODUCT OR SERVICE SPECIFICATIONS & SCOPE:**

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

Scope of Services (below),

**Exhibit A: Experience /Credentials of Key Personnel** and

**Exhibit B: Course(s) Information Form(s)**

**SCOPE OF SERVICES****A. INTRODUCTION**

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

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

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

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

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

**B. ART AND LEISURE CLASSES:**

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

- Ceramic/pottery

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

**NOTE\***: County standard for minimum number of students in a class is five (5) students. Instructors may conduct a class with less than the minimum number of County required students. However, taking into consideration facility and community needs, the County, at its sole discretion, may discontinue future offerings of classes with less than five (5) students.

### **C. STUDENTS:**

Adult classes are for individuals ages sixteen (16) and up.

Youth classes are for ages fifteen (15) and below.

### **D. CLASS SESSIONS AND TIMES:**

Pima County offers three (3) sessions of varying length throughout the year for conducting of classes, as generally described below.

Contractor may offer a class that will be taught during any one session or all sessions. Classes may be scheduled for less than the entire session, i.e. one-day or two-day workshops. Classes may be scheduled for a time frame that exceeds a class session's standard time frame of 4 to 8 weeks. Classes may be scheduled for morning, afternoon, or evening hours.

Session I	16 weeks	First full week in January through mid-April
Session II	16 weeks	Mid-April through mid-August
Session III	16 weeks	Mid-August through mid-December

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

COUNTY will generally contact the CONTRACTOR five (5) to eight (8) weeks prior to the beginning of a Session to determine:

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

### **E. FACILITIES AND EQUIPMENT:**

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

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

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

Facility tours and equipment inspections can be arranged by contacting Grant Bourguet, Program Manager, at 724-5189. All other specialty equipment is the responsibility of the CONTRACTOR.

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

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

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

#### **PIMA COUNTY COMMUNITY CENTERS:**

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

#### **F. ADVERTISEMENT AND PROMOTION:**

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

The Class Information Brochure will be printed by Pima County and will be distributed through the twenty-seven (27) Pima County Library Branches, NRP&R's fifteen (15) Community Centers, and some businesses.

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

#### **G. CODE OF CONDUCT:**

1. CONTRACTOR and County approved Co-Workers providing class/lab instruction are to conduct themselves in a professional manner during his/her work hours
  - a. Be prompt; arrive in enough time to set up your classroom.
  - b. Be prepared to teach the subject matter for the class.
  - c. Do not gossip. That includes matters concerning other CONTRACTORS.

2. CONTRACTOR and County approved Co-Workers are to dress appropriately/professionally for the task
  - a. Clothing should be safe for handling the job at hand.
3. If CONTRACTOR cannot make it to class, he/she must notify his/her students and schedule a make-up class for a time convenient for the students.
4. CONTRACTOR must comply with a County staff member's request to stop any inappropriate behavior or violation of this code of conduct, or any other NRPR policy.

**Facility/Classroom responsibilities and procedures:**

1. CONTRACTOR must remain with students at all times class is being held.
  - a. Unforeseen circumstances that require a CONTRACTOR to be absent should be addressed by partially or completely cancelling class for the day. Makeup classes and times can be requested to the Recreation Program Manager.
2. Any classroom keys issued to CONTRACTOR must remain in CONTRACTOR'S possession at all times.
  - a. Keys should never be lent to students (or any other member of the public) without written permission from the Recreation Program Manager.
  - b. Restroom keys issued to the CONTRACTOR can be shared with students during class hours. However, CONTRACTOR must have restroom keys returned before the end of class.
3. **Opening facility:** CONTRACTOR is to unlock doors and any equipment necessary for class. CONTRACTOR is to identify any broken or damaged items and report to the NRPR Recreation Program Manager.
4. **Closing facility:** The CONTRACTOR is to lock all doors and ensure that all equipment is secured. The CONTRACTOR is to ensure that the facility is clean to original condition before class room use and that the room is ready for the next class' use. CONTRACTOR is to report any broken or damaged items to the Recreation Program Manager.
  - a. If the CONTRACTOR rearranges the tables in the classroom, the CONTRACTOR is responsible for putting the tables and chairs back in the prescribed configuration, as per the posted diagram.
5. The CONTRACTOR is responsible for maintaining the classroom in a clean and orderly appearance. The rooms are shared with other classes and CONTRACTORS. There is only minimal janitorial service. It is suggested that CONTRACTORS have students spend the last ten (10) minutes of each class cleaning up or plan to do it yourself. This includes sweeping the floors, emptying trash, etc. Cleaning supplies and equipment are available in every room.

**Non-performance specifications:**

1. COUNTY standard for minimum number in a class per session is five (5) registered students. CONTRACTOR may conduct a class with less than the minimum number of County required students. However, taking into consideration facility and community needs, the County, at its sole discretion, may limit and/or discontinue future offerings of classes with less than five (5) registered students.
2. CONTRACTOR'S failure to comply with the Code of Conduct or Facility/Classroom Responsibilities and Procedures as described above could result in the cancelling of future classes and the termination of your contract with Pima County.

**H. FEES:**

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

County collects all class fees from participants and remits 80% of the fees collected to the instructor. **Minimum class fee for any class offered is \$15.00.** A minimal materials fee, not to exceed \$25.00 may be collected by the instructor from each student at the beginning of each class session for the purchase of common materials to be shared by all students. Any materials fee in excess of \$25.00 may not be accepted. Requests for materials fee in excess of \$25 will be considered by Natural Resources, Parks and Recreation on a case by case basis. Students will provide all other class materials.

Instructor may purchase supplies for resale to their students as a convenience to their students; however, the instructor may only charge a fee for said supplies that is equivalent to the cost to the instructor. The instructor may not charge a fee for materials in excess of cost and may not include the cost of resale materials in their supply fee. Supply fees are to be

used to purchase materials, supplies, and small tools/equipment that will be available to all members of the class (i.e. these supplies will be common property) and remain with the facility.

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

#### **6. ACCEPTANCE OF GOODS AND SERVICES:**

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:**

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

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).

UNIT PRICES (Net 30 Days - Payment Terms) **Refer to Exhibit C: Course Fees.**

#### **8. DELIVERY:**

As defined by the Standard Terms, "On-Time" delivery is an essential part of the consideration to be given to COUNTY under the contract. 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) or Contract.

#### **9. TAXES, FEES, EXPENSES:**

Articles sold to COUNTY are exempt from federal excise taxes. COUNTY is subject to State and City sales tax. COUNTY will pay no separate charges for delivery, drayage, express, parcel post, packing, insurance, license fees, permits, costs of bonds, surcharges, or bid preparation unless expressly included in the contract 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. 234025 including the Invitation for Bids, Request for Proposal, 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. BID/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 Offer Agreement documents, the undersigned certifies that they are legally authorized to represent and bind the "CONTRACTOR" to legal agreements, that all information submitted is accurate and complete, that the firm has reviewed the Procurement website for solicitation addenda and incorporated to their offer, that the firm is qualified and willing to provide the items requested, and that the firm will comply with all requirements of the solicitation. The Unit Pricing includes all costs incidental to the provision of the items in compliance with the above documents; no additional payment will be made. Conditional offers that modify the solicitation requirements may be deemed not 'responsive' and may not be evaluated. Offeror's submission of a signed offer agreement shall constitute a firm offer and upon the issuance of a Master Agreement (MA) or Purchase Order (PO) document signed by the Pima County Procurement Director or authorized designate a binding contract is formed that shall require the Offeror to provide the services and materials described in this solicitation. The undersigned hereby offers to furnish the material or service in compliance with all terms, conditions, specifications, defined or referenced by the solicitation, which includes Pima County Standard Terms & Conditions, this Offer Agreement and other documents listed in this Offer Agreement's Other Documents article.

<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**


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**Deputy County Attorney**

**EXHIBIT A: EXPERIENCE /CREDENTIALS OF KEY PERSONNEL**

**Part 1 and Part 2**

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

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

**Part 1: CONTRACTOR QUALIFICATIONS:**

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

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

<b>CONTRACTOR'S NAME:</b>	
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QUALIFICATION(S)	PROOF OF QUALIFICATION(S)	<input type="checkbox"/> or N/A
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<b>EDUCATION –</b>	Attach to this Exhibit copies of diplomas, certificates or document to substantiate proof of education	
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<b>TRAINING –</b>	Attach to this Exhibit copies of certificates, or document to substantiate proof of training	
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<b>EXPERIENCE –</b>	Attach to this Exhibit resume, reference letter, or document to substantiate proof of experience. Reference letter may be from student, supervisors, former instructors and/or coworkers/personnel who have knowledge of the Contractors ability to tech the subject or media.	
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<b>ADDITIONAL DETAIL - EXPERIENCE NARRATIVE</b>	Please tell us more in detail about your training, education, and experience that qualifies you as an instructor in the media or program you have proposed.	
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Indicate any other information that may need to be considered by the Evaluation Team

**EXHIBIT A: EXPERIENCE /CREDENTIALS OF KEY PERSONNEL**

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

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

If there are more than two (2) co-workers or employees, copy this page and attach to this exhibit.

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

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

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

**EXHIBIT B: COURSE(S) INFORMATION FORM**

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

<b>1</b>	<b>COURSE TITLE:</b>
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<b>2</b>	<b>COURSE TYPE:</b> Place a check mark <input type="checkbox"/> in the box that best describes the type of course		
	Jewelry	<input type="checkbox"/>	Physical Fitness/Exercise
	Crafts	<input type="checkbox"/>	Dance Instruction
	Weaving	<input type="checkbox"/>	Ceramic/Pottery
	Acting/Stage	<input type="checkbox"/>	Dog Obedience
	Drawing	<input type="checkbox"/>	Painting
	Wellness	<input type="checkbox"/>	Other (specify):

<b>3</b>	<b>SAMPLE LESSON PLAN:</b> Please attach to this Exhibit a sample lesson plan, syllabus and/or a course outline for the course being proposed. Indicate any other factors that may need to be considered by the Evaluation Team
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<b>4</b>	How many (#) of Classes per Course	<input type="checkbox"/> Classes per course <input type="checkbox"/> One-time Work Shop
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<b>5</b>	Length of time for each Class i.e 1 hour	<input type="checkbox"/> 30 minutes <input type="checkbox"/> 1 hour <input type="checkbox"/> 2 hours <input type="checkbox"/> other, specify
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<b>6</b>	Place a check mark <input type="checkbox"/> in the box that best describes the appropriate age of the audience	Adult 16 & up	<input type="checkbox"/>
		Youth 15 & below	<input type="checkbox"/>

<b>7</b>	Indicate the minimum and maximum number of students desired for this course:	Minimum: _____ Maximum: _____
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<b>8</b>	<b>Place a check mark <input type="checkbox"/> in the appropriate box next to the facility you prefer to teach</b>		
	<input type="checkbox"/>	Pima County Art Center at the YMCA	<input type="checkbox"/>
	<input type="checkbox"/>	Ajo ,AZ Recreation Center	<input type="checkbox"/>
	<input type="checkbox"/>	Ellie Towne/Flowing Wells Community Center	<input type="checkbox"/>
	<input type="checkbox"/>	Children’s Memorial Park	<input type="checkbox"/>
	<input type="checkbox"/>	Other NRPR Facility – Specify Name/Address	<input type="checkbox"/>
	<b>If you are conducting classes in your own facility fill in the requested information:</b> Please attach proof that the facility is properly licensed (permitted) for such activities. Note: If you are teaching in your own business/facility you will be required to have \$1,000,000.00 of liability insurance naming Pima County as co-insured, if selected.		
	<b>Facility Address</b>		
	<b>Equipment Accommodations</b>	<b>Occupancy Level</b>	
	<b>Hours of Operation</b>		

**EXHIBIT B: COURSE(S) INFORMATION FORM**

<b>9</b>	<b>Identify your preference for the session(s), and day(s) by providing a time (i.e. 9-10 a.m.) in the appropriate space (day) for each Session.</b>						
<b>EXAMPLE: Session I 16 weeks First full week in January through mid-April</b>							
<b>Day</b>	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
<b>Time</b>	2-3 pm	9-10 am	1-2 pm	N/A	6-7 pm	N/A	N/A

<b>SESSION I 16 weeks First full week in January through Mid-April</b>							
<b>Day</b>	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
<b>Time</b>							

<b>SESSION II 16 weeks Mid-April through Mid- August</b>							
<b>Day</b>	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
<b>Time</b>							

<b>SESSION III 16 weeks Mid-August through Mid-December</b>							
<b>Day</b>	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
<b>Time</b>							

**SUSTAINABILITY QUESTIONNAIRE**

Pima County values and encourage sustainable practices. Does your business incorporate:  
**(Place a check mark √ in the appropriate box if not applicable state N/A):**

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

**End of Exhibit B**

**EXHIBIT C: COURSE FEES**

CONTRACTOR shall document all applicable costs associated with student participating in each class and successfully completing the course.

In the space provided below, for each **Course** that you are offering, indicate the associated Course Title, Course Time (amount of time required to set-up, take-down and present the class i.e 1 hr 45 minutes) and the Course Fee/Per Student.

**Course Fee** (must be a minimum of \$15.00) shall be firm, fixed, and fully-loaded for each course. The firm, fixed, fully-loaded Course Fee shall include all direct cost, indirect cost, overhead and profit margin, as well as SUBCONTRACTOR's total costs if appropriate. County collects all **Course Fees** from enrolled participants during open enrollment of each Session. The County will remit 80% of the **Course Fee** collected from the participants to the instructor at the end of each Session.

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

**Materials/Supplies Fee:** A minimal **Material/Supply Fee**, not to exceed \$25.00 may be collected by the instructor from each student at the beginning of each class session for the purchase of common materials to be shared by all students. Any materials fee in excess of \$25.00 may not be accepted. Requests for materials fee in excess of \$25 will be considered by Natural Resources, Parks and Recreation on a case by case basis. Students will provide all other class materials.

1	Course Title		Course Fee (Per student)
1.1			\$
	Material/Supplies Fee	\$	Workshop Fee
			\$
1.2			\$
	Material/Supplies Fee	\$	Workshop Fee
			\$
1.3			\$
	Material/Supplies Fee	\$	Workshop Fee
			\$
1.4			\$
	Material/Supplies Fee	\$	Workshop Fee
			\$

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

**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 Exhibit C**

**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/Proposal 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 proposed 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 proposals, 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 a proposal, bid or proposal waives any and all claims for damages against COUNTY or its officers or employees when COUNTY exercises any of its reserved rights.

**6. ACKNOWLEDGEMENT AND ACCEPTANCE:**

If Contractor's terms of sale are inconsistent with the terms of the resultant contract, the terms herein 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 Contractor's 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 proposal 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 proposal 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 proposal or resulting contract. Additionally, during the conduct of business with COUNTY, Contractor will not knowingly certify, or induce others to certify, to a greater amount of labor performed than has been actually performed, or to the receipt of a greater amount or different kind of material or supplies that has been actually received. If at any time it shall be found that Contractor has in presenting any proposal(s) colluded with any other party or parties for the purpose of preventing any other proposal being made, then 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, proposal 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 proposal 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.

**44. ISRAEL BOYCOTT CERTIFICATION:**

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

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