PIMA COUNTY NOTICE OF REQUEST FOR PROPOSALS (RFP)

Solicitation Number: RFP-PO-2200015
Title: Special Interest Class Instructors
Issue Date: November 30, 2021

DUE IN AND OPENS: JANUARY 3, 2022 AT OR BEFORE 2:00 PM LOCAL TUCSON, AZ TIME (MST)

Submit Proposal to:
Pima County Procurement Department
150 West Congress, 5th Floor
Tucson, Arizona 85701

Pre-Proposal Virtual Conference:
December 8, 2021 5:00 PM LOCAL TUCSON AZ TIME (MST)
MS Teams Meeting Only
MS Teams Link: Click Here

SOLICITATION: Pima County (“County”) is soliciting bids from Offerors qualified, responsible and willing to provide the Special Interest Class Instructors 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 (“NRPR”) with Special Interest Class Instructor services for the Art and Leisure Program. Proposals for all types of classes and age groups will be considered, per specifications called for herein.

You may download a full copy of this solicitation at https://vendors.pima.gov by selecting the solicitation number. Offerors are required to check this website for amendment(s) prior to the closing date and time of the solicitation to assure that the bid incorporates all amendment(s). Prospective Offerors may also pick up a copy, Monday through Friday excluding legal holidays, 8 AM to 5 PM LOCAL TUCSON ARIZONA TIME (MST), at the address listed above.

PRE-PROPOSAL VIRTUAL CONFERENCE: County will hold a MS Teams meeting Pre-Proposal Meeting for the purpose of clarifying requirements and answering prospective Offeror questions. This meeting will be held via MS Teams Only. 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 but encouraged.

MS TEAMS PROPOSAL OPENING: County will publicly, via an MS Teams meeting, open proposals after the Due In and Opens date and time listed above or as subsequently changed by a solicitation amendment. The County will read each respondent’s name. County will avoid disclosure of the contents of any proposal to competing Offerors during the process. MS Teams Meeting: Click Here

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

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

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

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

County will not accept verbal requests for clarifications or interpretations. Offerors must submit any questions in writing to County’s Procurement Department, Attention Brandon Morgan, email: brandon.morgan@pima.gov.

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

FAILURE TO COMPLY MAY CAUSE COUNTY TO IMPROPERLY EVALUATE THE PROPOSAL OR TO CONSIDER THE PROPOSAL TO BE NON-RESPONSIVE

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

   All proposals must, if 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 & PROPOSAL DOCUMENTS:
   Offerors must make all proposals using the forms contained in this solicitation. Offerors must print or typewrite all prices and notations. No erasures are permitted. Offerors may cross out errors and print in ink or typewrite corrections adjacent to the error and the person signing the proposal will initial any such correction. Pima County (“County”) prefers typewritten responses.

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

   All unit prices will 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 County, that Offeror will provide the same pricing to County effective on the date Offeror offered it to the other buyer. Offeror’s Unit prices must include all costs required to implement and actively conduct and document cost control and reduction activities. Unit Prices must include all costs and, unless otherwise specified, must be F.O.B. Destination & Freight Prepaid Not Billed (“F.O.B. Destinations”). Unit prices will 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 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 proposal.

   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 the solicitation otherwise specifies.

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

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

   Deviation requests must be submitted with proposal and specifically document and clearly illustrate the deviation to the particular specification or the requirement set forth by this solicitation and fully explain the requested deviation’s impact on the end performance of the item. Acceptance or rejection of 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 amendments) as non-responsive and County may not evaluate them.

   All equipment must be models of current production, latest design and technology, new and unused unless otherwise specified. The successful Offeror must provide manufacturer and Offeror documentation, including and not limited to the following not later than fourteen (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. **OFFEROR’S MINIMUM QUALIFICATIONS:**
   In order for County to evaluate and consider proposals for award, they must be **Responsive and Responsible**. “Responsive” means that the submitted proposal documents conform in all material respects to the requirements in the solicitation. “Responsible”, means that Offerors document and substantiate their capability to fully perform all requirements of the solicitation. Factors include and may not be limited to experience, integrity, perseverance, reliability, capacity, facilities, equipment, credit and any other matter necessary to provide the performance that the solicitation requires.

5. **EVALUATION & AWARD CRITERIA:**
   County will evaluate proposals that are Responsive and Responsible as defined above. County will evaluate proposals according to the evaluation criteria set forth herein.

   The evaluation panel will use the documentation submitted for Exhibit B: Key Personnel/ Experience (1 Page) AND Exhibit C: Course Information (2 Pages). Offeror should respond in the form of a thorough narrative to each specification as guided by the Questionnaire. The evaluation panel will evaluate the narratives along with required supporting materials and award points accordingly. Proposer's must not modify the forms in this RFP.

### PHASE 1

<table>
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<tr>
<th>EXHIBIT</th>
<th>EVALUATION CRITERIA</th>
<th>CRITERIA DESCRIPTION</th>
<th>MAXIMUM POINTS</th>
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<tbody>
<tr>
<td>B</td>
<td>Key Personnel/ Experience</td>
<td>Offeror should describe in detail the relevant qualifications, such as training, education and experience in the media or course proposed. Offers may include certifications, professional credentials, degrees, letters of recommendation etc. If no formal certification required for submitted medium, two (2) professional references attesting to proposer’s ability to teach proposed medium <strong>MUST</strong> be submitted. If staff/co-workers are to perform services, include the requested information. Experience narratives shall describe the specific relevant experience in relation to the work to be performed in this contract. County will base points for Experience on verification documents submitted in Exhibit B: Key Personnel / Experience.</td>
<td>40</td>
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<tr>
<td>C</td>
<td>Course Information</td>
<td>Offeror should provide a course syllabus and include various types of classes offered, class format: group or individual, materials and supplies, participation levels, audience types, etc. County will base points for Course Information on information provided in Exhibit C: Course Information</td>
<td>15</td>
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<tr>
<td>D</td>
<td>Sustainability</td>
<td>Proposers should provide vendors’ operating practices and materials handling directed at using less, recycling, and minimizing overall impact on the environment. County will base points for sustainability philosophy and practices in Exhibit D: Sustainability.</td>
<td>5</td>
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**Total Possible Points for Phase 1**: 60

County will use a two-step evaluation process for this solicitation except where the Offeror has actively worked as a Class Instruction for NRPR within the previous 2 years from Due-in Date. All Proposers must receive a minimum Total of 50 points on PHASE 1 of the above Evaluation Criteria (B, C & D) in order to be considered for further evaluation and/or recommendation of award. **Proposers who have been actively providing instructional classes within the previous 2 years from the due-in date of this solicitation, will not be required to give a presentation but will be given the maximum points for Evaluation Criteria E (Presentation).** Other Proposers will be called to participate in PHASE 2 consisting of a presentation provided the Contractor’s proposal has received a **minimum of 50** points total on PHASE 1 Evaluation Criteria.
PHASE 2 - Presentation

Presentations will be scheduled for January 19, 2021. The Procurement Department will notify finalists of the time. The presentations will be held at NRPR, 3500 W. River Road, Tucson, AZ 85741. County does recognize that if there is a local, state, or federal mandate that would prevent us from holding this evaluation in person, we would make it virtual.

County will base points for the oral presentation on presenter’s knowledge, effectiveness of communication, materials used to teach a class, class syllabus, menu of class options and the quality of the responses to questions during the presentation. Contractor must provide a minimum of three (3) samples of their work or be able to demonstrate Contractor’s field of expertise. The presentation will include a sample presentation of the program proposed and contractor should bring publicity/brochures marketing materials. Contractor will have 5 minutes to set-up and 15 minutes to demonstrate. Wherever possible, Proposers should make himself, herself or themselves available in person to demonstrate. Offeror can schedule a presentation via videoconference if it is necessary.

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<tr>
<th>PHASE 2 EVALUATION CRITERIA</th>
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<tr>
<td>E Presentation</td>
<td>The presentation will include a sample lesson plan, syllabus and/or a course outline demonstration of one (1) of the classes proposed. Contractor must provide a minimum of three (3) samples of their work or be able to demonstrate Contractor’s field of expertise. An evaluation panel of three (3) will assess and score the presentation. Points for the 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.</td>
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Total Possible Points for Phase 2 40

NOTE: Offeror must receive a minimum of 35 points total on PHASE 2 of the above criteria (E) in order to be considered for recommendation of award.

County reserves the right to request additional information and/or clarification. Any clarification of a proposal will be in writing. Recommendation for award will be to the responsible and responsive proposers 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 multiple Proposers that submitted the highest scoring responsive and responsible proposal(s) by executing and transmitting a Master Agreement (“MA”) document that incorporates the proposal without further action by the Offeror. The County may conduct discussions with the Offeror to clarify the Proposal and Agreement details provided that they do not substantially change the intent of the solicitation.

6. SUBMISSION OF PROPOSALS:
Offerors are to complete, execute and submit one original and four (4) copies of the required documents. The submittal MUST include all information requested by the solicitation, and utilize without modification the forms provided by the solicitation that includes and may not be limited to the following:

A. All fourteen (14) pages of the Offer Agreement (which include Pima County’s Standard Terms and Conditions), with the following sections, Exhibits, and their requirements completed:
   - Section 3: Contractor Minimum Qualifications
   - Section 7: Compensation & Payment
   - Section 13: Acknowledgement of Solicitation Amendments
   - Section 15: Proposal/Offer Certification

B. Exhibit B: Key Personnel / Experience, fully complete, including the required documentation.

C. Exhibit C: Course Information, fully complete, including all requested documentation.

D. Exhibit D: Sustainability, fully complete.

E. Exhibit E: Code of Conduct, read and sign agreement.
F. **Exhibit F: Independent Contractor vs. Employee Determination Questionnaire**, insert name at the top of form and answer all questions.

G. **Exhibit G: Workers Compensation Sole Proprietor Waiver**, complete and return only if applicable.

County will consider incomplete or unsigned documents to be non-responsive.

Offeror will bind and index the proposal in the order as indicated above. Paperclips/Binder Clips preferable, stapling acceptable. Do not use 3-ring hard cover binders.

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

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

Insurance certification documents will be required from the winning Offeror within two (2) business days after the Notice of Recommendation for Award is posted on the Procurement website.

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

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

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

8. **COMPLIANCE WITH AGREEMENT:**
   County will execute an agreement with the successful Offeror by issuance of a MA.

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 Offeror as to the meaning of any of the solicitation documents will be binding on County. If a prospective Offeror believes a requirement of the solicitation documents to be needlessly restrictive, unfair, or unclear, the Offeror must 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 Open date set for receipt of the bid or proposal. County will respond by written amendment sent to all known potential Offerors. County may not answer issues identified less than eight (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 https://codelibrary.amlegal.com/codes/pimacounty/latest/pimacounty_az/0-0-0-7273. The five-day period to file a protest of the award will be measured from the date the Notice of Recommendation for Award is posted on the Pima County Procurement website at http://www.pima.gov/procure/awards/without regard to whether individual notices were issued. It is the responsibility of Offerors and Proposers to check the website.

10. **ORDER OF PRECEDENCE – CONFLICTING DOCUMENTS:**
    In the event there are variations or conflicts between these instructions and the standard terms and conditions or the offer agreement document, the standard terms & conditions and offer agreement govern.

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

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

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

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

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

END OF INSTRUCTIONS TO OFFERORS
OFFER AGREEMENT

1. INTENT:
This document is intended to establish a Master Agreement ("MA") to provide Pima County ("County"), Department of Natural Resources, Parks and Recreation ("NRPR") with Special Interest Classes (Art and Leisure type) as provided by the Instructor on an "as required basis" by issue of Delivery Order ("DO").

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

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

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

2. CONTRACT TERM, RENEWALS, EXTENSIONS and REVISIONS:
The initial term of MA-PO-19-126 became effective on February 14, 2019, and will be renewed for a third term on February 14, 2022. Contractors awarded via this solicitation will be awarded during the third term of the MA, which will remain in effect until February 13, 2023, with two (2) one-year renewal options that the parties may exercise upon written agreement as follows:

Contract extensions, renewals, or revisions will occur through the issuance by County to Contractor of a revised MA document setting forth the requested changes. Failure by Contractor to object in writing to the proposed revisions, terms, conditions, scope modifications and/or specifications within ten (10) calendar days of issuance by County will signify acceptance of all such changes by Contractor and the revision will be binding upon the parties.

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.

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<tr>
<th>MINIMUM QUALIFICATIONS</th>
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<tr>
<td>Responsible: 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.</td>
<td>Yes</td>
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Contractor will research the designated Issuing Agency requirements to perform the requested work, will list currently active license number(s), Description & Class for the required licenses, and will agree to maintain said license(s) for the term of the contract if awarded by County and to notify County within ten (10) business days of any change in license status.

4. PRODUCT OR SERVICE SPECIFICATIONS & SCOPE:
County is requesting proposals for Art and Leisure Class Instructors. Proposals for all types of classes will be considered. The successful respondent will be responsible for overall program development and operation with minimal supervision by the County. The successful respondents will be responsible for developing class descriptions, determining the minimum enrollment, conducting classes, establishing fees, times, and dates of classes in conjunction with the County; and in some instances providing equipment and materials.
Special Interest Classes and Students:
Proposals for all types of classes and students will be considered, including but not limited to the following:
- Ceramic/pottery
- Drawing (all medias)
- Painting (all medias)
- Jewelry
- Crafts
- Weaving
- Acting/Stage Craft
- Dog Obedience
- Wellness
- Physical Fitness/Exercise
- Dance Instruction
- Other

Note: No Shooting Instructors are needed at this time.

Successful respondents shall be responsible for all lab work pertaining to their classes, i.e. jewelry instructors shall be responsible for doing burnouts for casting classes, etc. Note – There is a Ceramic Studio Technician who is responsible for loading, firing and unloading the kilns, mixing glazes, and maintaining the studio in a clean and safe working environment. Ceramic instructors will be expected to work with the Ceramic Studio Technician to fulfill class needs.

Adult classes are for individuals ages 18 and up; Youth classes are for ages 17 and below.

NOTE: All NRPR contract instructors who work directly with children under the age of eighteen (18) are required to submit a full set of fingerprints to NRPR for a state and federal criminal history records check pursuant to A.R.S. § 41-1750 and Public Law 92-544. Fingerprinting will be scheduled/completed by County staff at the NRPR main office, 3500 W. River Road, for successful respondents to this request for proposal prior to services being provided. There is no cost to the contract instructor to be fingerprinted.

Class Sessions and times:
Classes are scheduled for three sessions throughout the year, as generally described below. Respondents may submit a proposal that specifies that a class 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

Facilities and Equipment:
Some County facilities have available equipment such as pottery wheels, kilns, torches, buffers, etc. at no charge to the instructor. Equipment availability and site tours can be arranged by contacting the Program Manager at 520-724-5189. All other specialty equipment is the responsibility of the instructor. The respondent reserves the option to ask students to bring their own equipment (i.e. easels, tables, looms, etc.).

It is the responsibility of the respondent to inspect the facility and equipment PRIOR to submission of a proposal.

County will accept proposals for classes conducted at the below listed County Facilities and/or Instructor’s designated facility. If Instructor proposes use of his/her own facility, then the proposal must include documentation that the facility is licensed (permitted) for such activities.

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 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 10 – 16 depending on the class.
  Accommodates: jewelry/silversmithing, ceramics/pottery, drawing, painting, youth arts and crafts, beading, stitchery/needlework, fabric arts, nature/science classes, language classes.
• Ellie Towne/Flowing Wells Community Center, 1660 W. Ruthrauff Road (new intersection of Wetmore, Romero and Ruthrauff Roads), Tucson, AZ
  Hours of Operation: TBD
  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, 2905 5th Street, Ajo, AZ
  Hours of Operation: 8 a.m. – 10 p.m., Monday - Sunday
  Occupancy Levels: Three (3) rooms, 8-15 student capacity, depending on class
  Accommodates: ceramics, stained glass, drawing, painting, language classes, fabric arts, stitchery/needlework, exercise, martial arts, dance, etc.

• Other NRPR facilities will be considered for class location on a case by case basis.

Fees:
Fees shall be identified in the proposal for each session in which a course will be offered. 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.

Instructors who set up workshops to allow their students more work time and who charge extra for said workshop must charge a minimum of $15.00.

See Article 7. COMPENSATION & PAYMENT for additional Fee information.

Advertisement and Promotion:
Classes are advertised and promoted at the County’s expense on the County’s web page www.pima.gov/nrpr. A Class information brochure will be printed and will be distributed through the libraries, department’s community centers, and some businesses. Additional advertising by the instructor 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 where applicable.

Insurance Requirements:
Insurance needs will be determined on an as needed basis with each contractor before the agreement commences.

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

1. Facility/Classroom responsibilities and procedures:
   a. Instructors must remain with students at all times class is being held. Unforeseen circumstances that require an instructor to not be present should be addressed by partially or completely cancelling class for the day. Makeup classes and times can be requested to the Program Manager.

2. Any classroom keys issued to instructor must remain in instructor’s possession at all times:
   a. Keys should never be loaned out to students (or any other member of the public) without written permission from the Program Manager.
   b. Restroom keys issued to the instructor can be shared with students during class hours. However, instructor must have restroom keys returned before the end of class.

3. Opening facility:
   a. Instructor is to unlock doors and any equipment necessary for class.
   b. Instructor is to identify any broken or damaged items and report to the Program Manager.

4. Classroom maintenance:
   a. The instructor is responsible for maintaining the classroom in a clean and orderly appearance. Rooms are shared with other classes and instructors. There is only minimal janitorial service. It is suggested that you have your students spend the last 10 minutes of 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.

5. Closing facility:
   a. The instructor is to ensure that the facility is clean to original condition before classroom use and that the room is ready for the next class’s use.
b. Instructor is to report any broken or damaged items to the Program Manager.

c. If the instructor rearranges the tables in the classroom, the instructor is responsible for putting the tables and chairs back in the prescribed configuration, as per the posted diagram.

d. The instructor is to lock all doors and ensure that all equipment is secured.

Non-performance specifications:
1. County standard for minimum number in a class per session is five (5) registered students.
   a. 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 limit and/or discontinue future offerings of classes with less than five registered students.
2. Instructor’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 County.

PART B: CONTRACTOR’S PROGRAM SPECIFICATIONS AND SCOPE

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 to conducting or instructing a class or lab. Reference letter may be from student, supervisors, former instructors and/or coworkers/personnel who have knowledge of the Contractor’s ability to teach the subject or media.

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

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

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

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

6. ACCEPTANCE OF GOODS & SERVICES:
The County Department designated on the issued order DO will accept goods and services only in accordance with this contract. Such acceptance is a prerequisite to the commencement of payment terms.

7. COMPENSATION & PAYMENT:
The MA issued to accept Contractor’s offer will define the not-to-exceed amount of the contract.

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

Quantities in this solicitation are estimates only. County reserves the right to increase or decrease quantities and amounts. County makes no guarantee regarding actual orders for items or quantities during the term of the agreement. County is not responsible for Contractor inventory or order commitment.

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

All Invoice documents will reference the County’s DO number under which the services 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 document. County may return invoices that include line items or unit prices that do not match those documented by the County's order to Contractor unprocessed for correction. **Contractor will not accept orders, or provide services or products that cumulatively exceed the contract amount.**

Unless the parties otherwise agree in writing, all pricing will be F.O.B. Destination & Freight Prepaid Not Billed ("F.O.B. Destination"). Contractor will deliver and unload products or services at the destination(s) that the delivery article of this contract or accepted Order indicates. The offered Unit Price must include all freight costs.

Although an order may not fully define State and City sales tax, County will pay such taxes as are DIRECTLY applicable to County and Contractor invoices such taxes as a separate line item. Contractor must not include such taxes in the item unit price.

Price Warranty. Contractor will give 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 renewal date. Contractor will provide evidence, cite sources, demonstrate specific conditions and document how those conditions affect the cost of its performance, and identify specific efforts Contractor has taken to control and reduce those and other costs to avoid the need to increase prices. County will review proposed pricing and determine if it is allowable, fair and reasonable, and in the best interest of County to accept the proposal. County reserves the right to continue, accept or reject the price proposal, or terminate and re-solicit the contract.

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

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

**Materials/Supplies Fee:** A minimal **Material/Supply Fee**, not to exceed $25.00, to 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 $25.00 will be considered by NRPR 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.

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<th>Class Title (# of Classes per Session)</th>
<th>Class Fee (per student)</th>
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<td>Material/Supplies Fee</td>
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<td>Material/Supplies Fee</td>
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The parties may negotiate and establish unit pricing in writing under the contract for items included in the scope of the contract that does not have previously defined unit pricing.

**Standard Payment Term Net (30)** is effective from the date of valid invoice document and does not commence until the later of 1) the receiving County Department receives goods or services into County’s payment system or 2) County Financial Operations receives and verifies Contractor’s invoice.
OPTIONAL EARLY PAYMENT DISCOUNT TERM: Pima County Administrative Procedure No. 22-35 Section 2.2.4 defines County’s practice regarding discounts for early payment. Contractor offers 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 offered and does not exceed the offered discount percentage. Payment days cannot be less than ten (10) calendar days. Contractor will submit valid invoice document consistent with the associated DO 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 offer early payment discounts that exceed this Early Payment Discount.

Optional Early Payment Discount Percent: _____% if payment tendered within _______ Days as indicated above.

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

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

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

8. DELIVERY:
“On-Time” delivery is an essential part of the consideration that Contractor is to provide to County under the contract. Contractor will make delivery in accordance with the Instructions to Offerors, Standard Terms and Conditions and to the location(s) on the DO document.

Contractor guarantees delivery of product or service no later than the delivery date as specified by the DO. If necessary to satisfy the guaranteed delivery time, Contractor will utilize premium freight method at no additional cost to County.

9. TAXES, FEES, EXPENSES: Pursuant to IRS Publication 510, County is exempt from federal excise taxes for goods. 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 proposal preparation unless the contract expressly includes such charges and the solicitation documents itemize them.

10. OTHER DOCUMENTS: Contractor and County in entering into this contract have relied upon information provided or referenced by Pima County Solicitation No. RFP-PO-2200015 including the Request for Proposal, Instructions to Offerors, Offer Agreement, Standard Terms and Conditions, Solicitation Amendments, Contractor’s Proposal, documents submitted by Contractor or References to satisfy Minimum Qualifications and any other information and documents that Contractor has submitted in its response to County’s Solicitation. The Contract incorporates these documents as though set forth in full herein, to the extent not inconsistent with the provisions of this contract.

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

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

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

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

**Workers’ Compensation (WC) and Employers’ Liability** – The Contractor is a sole proprietor. Contractor is performing work as an independent Contractor or 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.

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

12. **PERFORMANCE BOND:**
   Not applicable to this Agreement.

13. **ACKNOWLEDGEMENT OF SOLICITATION AMENDMENTS:**

   Contractor acknowledges that it incorporates the following solicitation amendments in its offer and this contract:

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14. **SMALL BUSINESS ENTERPRISE (SBE) CERTIFICATION:**
   Not applicable to this Agreement.
15. PROPOSAL/OFFER CERTIFICATION:

CONTRACTOR LEGAL NAME: ____________________________

BUSINESS ALSO KNOWN AS: ____________________________

MAILING ADDRESS: ____________________________

CITY/STATE/ZIP: ____________________________

REMIT TO ADDRESS: ____________________________

CITY/STATE/ZIP: ____________________________

CONTACT PERSON NAME/TITLE: ____________________________

PHONE: ____________________________ FAX: ____________________________

CONTACT PERSON EMAIL ADDRESS: ____________________________

EMAIL ADDRESS FOR ORDERS & CONTRACTS: ____________________________

CORPORATE HEADQUARTERS ADDRESS: ____________________________

WEBSITE: ____________________________

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

SIGNATURE: ____________________________ DATE: ____________________________

PRINTED NAME & TITLE OF AUTHORIZED CONTRACTOR REPRESENTATIVE EXECUTING OFFER

PHONE & EMAIL: ____________________________

Pima County Vendor Record Code: Respondents, if not a current Pima County Vendor, must register online with the Pima County Procurement Department by going to the Vendor Self Service Portal AND during the registration, indicate an interest in providing educational/training services by entering commodity code 92400. All County Vendors are assigned a Vendor Record Code.

County Attorney Contract Approval “As to Form”
PIMA COUNTY STANDARD TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

9. QUANTITY:
Contractor will not exceed or reduce the quantity of goods ordered without written permission from County in the form of a properly executed Master Agreement ("MA"), Purchase Order ("PO"), Delivery Order ("DO"), or Delivery Order Maximo ("DOM") revision or amendment as the County's Procurement Code requires. 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 that County will receive.

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

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

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

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

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

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

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

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

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

17. **RIGHTS AND REMEDIES OF COUNTY FOR DEFAULT:**
In the event any item that Contractor furnishes in the performance of the contract should fail to conform to the specifications thereof, or to the sample that Contractor submitted, County may reject same, and it thereupon becomes the duty of Contractor to reclaim and remove the same, without expense to County, and immediately replace all such rejected items with others conforming to the specifications or samples. Should Contractor fail, neglect, or refuse immediately to do so, County has the right to purchase in the open market, in lieu thereof, a corresponding quantity of any such items and to deduct from any monies due or that may become due to Contractor the difference between the price named in the MA or Purchase Order (“PO”) and the actual cost to County.

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

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

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

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

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

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

23. COMPLIANCE WITH LAWS:
Contractor will comply with all federal, state, and local laws, rules, regulations, standards and Executive Orders, without limitation. In the event any services that Contractor provides under this contract require a license issued by the Arizona Registrar of Contractors (ROC), Contractor certifies that a Contractor licensed by ROC to perform those services in Arizona will provide such services. The laws and regulations of the State of Arizona govern the rights, performance and disputes of and between the parties. Any action relating to this Contract must be filed and maintained in a court of the State of Arizona in Pima County.

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. CANCELLATION FOR CONFLICT OF INTEREST:
This contract is subject to cancellation pursuant to A.R.S. §§38-506 and 38-511, the pertinent provisions of which are incorporated into this Contract by reference.

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

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

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

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

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

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

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

32. PROTESTS:
An interested party may file a protest regarding any aspect of a solicitation, evaluation, or recommendation for award. Protests must be in accordance with the Pima County Procurement Code, Section 11.20.010.
33. **TERMINATION:**
County reserves the right to terminate any MA, PO, Delivery Order, DOM or award, in whole or in part, at any time, without penalty or recourse, when in the best interests of County. Upon receipt of written notice, Contractor will immediately cease all work as directed by the notice, notify all subcontractors of the effective date of termination and take appropriate actions to minimize further costs to County. In the event of termination under this paragraph, all documents, data, and reports prepared by Contractor under the contract become the property of County and Contractor must promptly deliver them to County. Contractor is entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination.

34. **ORDER OF PRECEDENCE – CONFLICTING DOCUMENTS:**
In the event of inconsistencies between contract documents, the following is the order of precedence, superior to subordinate, that will apply to resolve the inconsistency: MA, DO or DOM, PO, Offer Agreement or contract attached to a MA, PO, DO or DOM; 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. **BOOK AND RECORDS:**
Contractor will keep and maintain proper and complete books, records and accounts, which will be open at all reasonable times for inspection and audit by duly authorized representatives of County. In addition, Contractor will retain all records relating to this contract at least five (5) years after its termination or cancellation or, if later, until any related pending proceeding or litigation has been closed.

37. **COUNTERPARTS:**
The parties may execute the MA or PO that County awards pursuant to this solicitation in any number of counterparts, and each counterpart is considered an original, and together such counterparts constitute one and the same instrument.

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

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

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

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

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

42. **LEGAL ARIZONA WORKERS ACT COMPLIANCE:**
For the procurement of services in the State of Arizona, 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 Section 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 ensure 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 Section is the responsibility of Contractor. In the event that remedial action under this Section results in delay to one or more tasks on the critical path of Contractor’s approved construction or critical milestones schedule, such period of delay will be excusable delay for which Contractor is entitled to an extension of time, but not costs.

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

44. ISRAEL BOYCOTT CERTIFICATION:
Pursuant to A.R.S. § 35-393.01, if Contractor engages in for-profit activity and has 10 or more employees, and if this Contract has a value of $100,000.00 or more, Contractor certifies it is not currently engaged in, and agrees for the duration of this Contract to not engage in, a boycott of goods or services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842.

END OF PIMA COUNTY STANDARD TERMS AND CONDITIONS
EXHIBIT B: KEY PERSONNEL / EXPERIENCE VALIDATION (1 PAGE)

KEY PERSONNEL/EXPERIENCE (0 to 40 points)
Offeror must submit documentation to substantiate their training and/or education that relates to the subject or media for which they wish to contract to instruct. This should include diplomas, certificates of participation in a training program relevant to the subject they are proposing to teach, newspaper articles, etc. For those unable to submit diplomas or certificates, provide references that document student, supervisors, former instructors and or co-workers/personal acquaintances knowledge of the proposer’s ability to teach the subject or media for which they wish to contract to instruct.
Place a check mark ☑ in the appropriate box to affirm (if not applicable state N/A):

<table>
<thead>
<tr>
<th>Qualification</th>
<th>Proof of Qualification</th>
<th>Affirm or N/A</th>
</tr>
</thead>
<tbody>
<tr>
<td>Education</td>
<td>Attached are copies of diplomas, certificates or document to substantiate proof of education.</td>
<td></td>
</tr>
<tr>
<td>Training</td>
<td>Attached are copies of certificates or document to substantiate proof of past training(s).</td>
<td></td>
</tr>
<tr>
<td>Experience</td>
<td>Attached is an experience narrative/resume, reference letter, or document to substantiate proof of experience. If no proof of education or formal training, (2) reference letters must be included.</td>
<td></td>
</tr>
</tbody>
</table>

Primary instructor is responsible for all assistants that may participate in this program. By signing this Exhibit B: Key Personnel/Experience Validation, primary instructor certifies that all assistants meet and/or exceed the requirements for teaching the proposed subject or media. Furthermore, primary instructor is responsible for ensuring all assistants have been fingerprinted by NRPR prior to teaching classes for children under the age of eighteen (18) per the following ordinance:

All NRPR contract instructors who work directly with children under the age of eighteen (18) are required to submit a full set of fingerprints to NRPR for a state and federal criminal history records check pursuant to A.R.S. § 41-1750 and Public Law 92-544. Fingerprinting will be scheduled/completed by County staff at the NRPR main office, 3500 W. River Road, for successful respondents to this request for proposal prior to services being provided. There is no cost to the contract instructor to be fingerprinted.

Have you been a Special Interest Class Instructor for Pima County NRPR at all during the years 2020 or 2021?

Yes ☑

No ☑

SIGNATURE: _______________________________ DATE: __________________

PRINTED NAME & TITLE OF AUTHORIZED OFFEROR REPRESENTATIVE EXECUTING PROPOSAL
**C. COURSE INFORMATION (0 to 15 points)**

Offeror must submit a thorough class information sheet that includes a lesson plan and/or syllabus for one proposed class. The class information sheet shall include a description of the class, the class fee, materials required for the student to provide and the approximate cost, what materials/supplies, if any, the instructor will provide, and/or the cost of supply/materials the instructor plans to charge.

**COURSE INFORMATION:**

<table>
<thead>
<tr>
<th>1</th>
<th>COURSE TYPE: Place a check mark √ in the space that best describes the type of course</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>_____ Jewelry   _____ Crafts   _____ Weaving   _____ Acting/Stage   _____ Drawing   _____ Wellness</td>
</tr>
<tr>
<td></td>
<td>_____ Physical Fitness/Exercise   _____ Dance Instruction   _____ Ceramic Pottery   _____ Dog Obedience</td>
</tr>
<tr>
<td></td>
<td>_____ Painting   _____ Other – Specify:__________________________________________________________</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>2</th>
<th>CLASS TITLE: List up to three (3) classes by titles that may be offered.</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.1</td>
<td>CLASS TITLE:</td>
</tr>
<tr>
<td>2.2</td>
<td>CLASS TITLE:</td>
</tr>
<tr>
<td>2.3</td>
<td>CLASS TITLE:</td>
</tr>
</tbody>
</table>

**SAMPLE LESSON PLAN:** For one (1) Class Title listed above, please attach a sample lesson plan, syllabus and/or a course outline. Indicate any other factors that may need to be considered by the Evaluation Team.

<table>
<thead>
<tr>
<th>4</th>
<th>CLASS INFORMATION: Place a check mark √ in the space that best describes the type of course</th>
</tr>
</thead>
</table>
| Identify Session Preference (Circle all that apply) | 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-April through Mid-December  |
| How many (#) of Classes per Course (per Session) | _____ Classes per course   _____ One-time Work Shop  |
| Length of time for each Class i.e 1 hour | _____ 30 minutes   _____ 1 hour   _____ 2 hours   _____ other (specify)  |
| Place a check mark √ in the box that best describes the appropriate age of the audience | _____ Adult   _____ Youth (age 17 and below)  |
| Indicate the maximum number of students desired for this course: | _____ Minimum   _____ Maximum  |
5. Place a check mark √ in the appropriate space next to the facility you prefer to teach.

<table>
<thead>
<tr>
<th>Pima County Art Center at the YMCA</th>
<th>Ellie Town/Flowing Wells Community Center</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ajo, AZ Recreation Center</td>
<td>Children’s Memorial Park</td>
</tr>
<tr>
<td>Other NRPR Facility(Specify Name)</td>
<td></td>
</tr>
</tbody>
</table>

SIGNATURE: ___________________________________________ DATE: _______________________

PRINTED NAME & TITLE OF AUTHORIZED OFFEROR REPRESENTATIVE EXECUTING PROPOSAL

END OF EXHIBIT C
D. **SUSTAINABILITY (0 to 5 points)**

In accordance with BOS Resolution 2007-84, Pima County values and encourages sustainable practices.

Please CHECK ☑ which of the following you or your business incorporates:

☐ 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)?


SIGNATURE: __________________________________________ DATE: ______________________

_______________________________________________________________________________

PRINTED NAME & TITLE OF AUTHORIZED OFFEROR REPRESENTATIVE EXECUTING PROPOSAL

**END OF EXHIBIT D**
EXHIBIT E: CODE OF CONDUCT (1 PAGE)

E. Code of Conduct

1. Instructor is 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 instructors.

2. Instructor is to dress appropriately/professionally for the task
   a. Clothing should be safe for handling the job at hand.

3. If Instructor 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. Instructor must comply with County staff member’s request to stop any inappropriate behavior, this code of
   conduct, or any other NRPR policy.

By signing this document, the undersigned agrees that they will comply with the Code of Conduct.

SIGNATURE: __________________________________________ DATE: _______________________

PRINTED NAME & TITLE OF AUTHORIZED OFFEROR REPRESENTATIVE EXECUTING PROPOSAL

END OF EXHIBIT E
EXHIBIT F: EMPLOYEE VERSUS INDEPENDENT CONTRACTOR DETERMINATION QUESTIONNAIRE (2 PAGES)

Name of Individual Reviewed

Integration: *The extent to which the work performed is an integral part of the employer’s business.*

1. Is the work of the individual an integral part of Pima County’s business operations? 
   - [ ] Yes 
   - [ ] No

2. Is the work of the individual also done by current Pima County employees? 
   - [ ] Yes 
   - [ ] No

3. Does Pima County provide training to the individual? 
   - [ ] Yes 
   - [ ] No

Managerial: *Whether the worker’s managerial skills affect their opportunity for profit or loss.*

4. Are the individual’s staff or assistants hired, supervised and paid by Pima County? 
   - [ ] Yes 
   - [ ] No

5. Can the individual terminate their relationship with Pima County at any time? 
   - [ ] Yes 
   - [ ] No

6. May the individual realize a profit or loss as a result of their work for Pima County? 
   - [ ] Yes 
   - [ ] No

7. Does the individual supervise non-County employees? 
   - [ ] Yes 
   - [ ] No

8. Does the individual’s contract require the standard insurance language? 
   - [ ] Yes 
   - [ ] No

Investment: *The relative investment in facilities and equipment by the worker and the employer.*

9. Does the individual perform work on Pima County premises? 
   - [ ] Yes 
   - [ ] No

10. Does the individual have a non-County owned physical location to work (Home Office, Rented Space)? 
    - [ ] Yes 
    - [ ] No

11. Does the individual furnish significant tools, materials or equipment to produce work? 
    - [ ] Yes 
    - [ ] No

Initiative: *The worker's skill and initiative.*

12. Does the individual submit oral or written reports to Pima County? 
    - [ ] Yes 
    - [ ] No

13. Does the individual exercise independent judgment to complete work activities? 
    - [ ] Yes 
    - [ ] No

Permanency: *The permanency of the worker’s relationship with the employer.*

14. Does the individual have a continuing relationship with Pima County? 
    - [ ] Yes 
    - [ ] No
Control: The nature and degree of control by the employer.

15 Does Pima County dictate when, how and where the individual is to perform their work? Y N

16 Must services be rendered personally by the individual? Y N

17 Does Pima County set the schedule and work hours of the individual? Y N

18 Does Pima County determine the order in which work is completed by the individual? Y N

19 Does Pima County have the right to discharge the individual at will? Y N

20 Does Pima County pay the business or travel expenses of the individual? Y N

21 Does the individual provide services for more than one firm or the general public at the same time? Y N

The undersigned, by signing below, certifies that all responses herein are true and accurate.

Appointing Authority Signature  Printed Name  Date

Contact the individual to obtain the information required in this section

22 Does the individual receive benefits from an ASRS program? Y N

23 Does the individual devote substantial, full-time work effort, to the business of Pima County? Y N

24 Does the individual provide substantially similar services to the general public as to Pima County? Y N

25 Does the individual provide substantially similar services to other firms as those to Pima County? Y N

26 Is the individual a former employee of Pima County? Y N

Job Title  Department  Date of Termination

The undersigned, by signing below, certifies that all responses herein are true and accurate.

Contractor Signature  Printed Name  Date

The undersigned has determined that the individual’s status is Independent Contractor. Yes  No

Financial Operations Division Mgr. Signature  Printed Name  Date
EXHIBIT G: PIMA COUNTY WORKERS COMPENSATION SOLE PROPRIETOR WAIVER (1 PAGE)

NOTE: THIS FORM APPLIES ONLY TO PIMA COUNTY DEPARTMENTS, BOARDS, AND COMMISSIONS UTILIZING SOLE PROPRIETORS WITH NO EMPLOYEES. IF YOU ARE CONTRACTING WITH A CORPORATION, LIMITED LIABILITY COMPANY, PARTNERSHIP OR SOLE PROPRIETORS WITH EMPLOYEES, THIS FORM DOES NOT APPLY.

The following is a written waiver under the compulsory Workers’ Compensation laws of the State of Arizona, A.R.S. § 23-901 (et. seq.), and specifically, A.R.S. § 23-961 (P) (M), that provides that a Sole Proprietor may waive his/her rights to Workers’ Compensation coverage and benefits. I am a sole proprietor and I am doing business as (______________________________). I am performing work as an independent contractor for Pima County. I am not the employee of Pima County for workers’ compensation purposes, and therefore, I am not entitled to workers’ compensation benefits from Pima County. I understand that if I have any employees working for me, I must maintain workers’ compensation insurance on them.

Contract Identification Information:  MA-PO-19-126

Signature of Sole Proprietor  Date

Signature of County Contract Administrator  Date

Signature of Risk Management Authorized Signer  Date

Completed Workers Compensation Sole Proprietor Waiver form with signatures must be submitted along with the Contract and The Independent Contractor vs Employee Determination Questionnaire to: Pima County Department of Finance and Risk Management, 130 West Congress, 9th Floor, Tucson, Arizona, 85701. An authorized representative Finance and Risk Management Representative will sign your completed form and return it to the appropriate department to be maintained in their records.

*This Waiver needs to be completed annually for Multi-year contracts

Exhibit G: Pima County Workers Compensation Sole Proprietor Waiver  Page 1 of 1
Revised 06.19.20