



PIMA COUNTY NOTICE OF REQUEST FOR PROPOSALS (RFP)

Solicitation Number: RFP-PO-2200023

Title: Library Presenter Services

DUE IN AND OPENS: JUNE 7, 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

Remote Pre-Proposal Conference:

MAY 12, 2022 11:00 A.M. LOCAL TUCSON AZ TIME (MST)

MS Teams Meeting Only

MS Teams Meeting Link: [LINK](#)

SOLICITATION: Pima County (“County”) is soliciting proposals from Proposers qualified, responsible, and willing to provide the Library Presenter Services in compliance with all solicitation specifications and requirements contained or referenced herein.

GENERAL DESCRIPTION: Pima County seeks to provide residents the ability to engage in opportunities that promote education, engage creativity and innovation, and connect them to new ideas. Pima County Public Library operates 27 branches throughout the region and manages programs to meet its Impact Statement. Selected proposals should align with priorities outlined in the [Library’s Community Impact Plan](#) per specifications and requirements described herein.

You may download a full copy of this solicitation at <https://vendors.pima.gov> by selecting the solicitation number. Proposers are required to check this website for amendments prior to the **“Due In and Opens”** date and time to assure that the proposal incorporates all amendments. Prospective Proposers may also pick up a copy, Monday through Friday excluding legal holidays (as observed by County, <https://webcms.pima.gov/cms/one.aspx?portalId=169&pageId=2976>), 8 A.M. to 5 P.M. LOCAL TUCSON ARIZONA TIME (MST), at the address listed above.

MS TEAMS PROPOSAL OPENING: County will publicly open proposals, via an MS Teams Meeting only, immediately after the **“Due In and Opens”** date and time at the location as stated above or as subsequently changed by a solicitation amendment. County will read each respondent’s name. County will open proposals so as to avoid disclosure of the contents of any proposal to competing Proposers during the evaluation process. County invites all interested parties to attend the opening. Remote participation is via the following MS Teams Meeting link: [LINK](#).

Proposers must submit proposals as required in the Instructions to Proposers, in accordance with the Standard Terms and Conditions, and all solicitation documents either referenced or included herein. Failure to do so may be cause for County to reject a proposal as **“Non-Responsive”**.

Proposers must complete and return those documents identified in Section 4 Submission of Proposals of the Instructions to Proposers document.

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

Bonds are not required.

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

County will not accept verbal requests for clarifications or interpretations. Proposers must submit any questions or deviation requests in writing to County’s Procurement Department, Attention Brandon Morgan, phone: 520.724.9510, email: brandon.morgan@pima.gov.

All submittals must reference the Solicitation Number and Title. County may not answer any questions that Proposers submit within eight (8) days of the solicitation **“Due in and Opens”** date.

INSTRUCTIONS TO PROPOSERS

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

1. PREPARATION OF PROPOSALS

Proposer's submission must use the forms contained in the solicitation. Proposers must print, in ink, or type all prices and notations. **Erasures are NOT permitted.** Proposers must cross out errors and print in ink or type corrections adjacent to the error, and the person signing the proposal will initial any such correction. Pima County ("County") prefers typed responses.

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

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

2. OFFER AGREEMENT

An authorized representative of Proposer **MUST** complete the Offer Agreement document and sign the Section 16 Proposal/Offer Certification page of the Offer Agreement, certifying that the Proposer is willing and able to meet all requirements of the solicitation. The completed and signed Offer Agreement becomes a binding offer once submitted by Proposer and opened by County on the **“Due In and Opens”** date. Once County accepts and executes the Offer Agreement, as described below in Section 10 Protests of the Instructions to Proposer and Section 2 Contract Term, Renewals, Extensions and Revisions of the Offer Agreement, the Offer Agreement becomes a binding contract between Proposer and County for the goods and services described therein.

2.1. Contractor 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 Proposers 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.

2.2. Unit Prices

Proposers must fully complete Section 7 Compensation & Payment of the Offer Agreement.

Unless otherwise stated, Proposer must provide a Unit Price for all items included in the Offer Agreement Unit Prices schedule. Proposer must provide requested information and data in the precise manner that County requests. Product descriptions must provide sufficient information for the product being offered. Proposer's unit prices must include all costs required to implement and actively conduct and document cost control and reduction activities. Proposer's unit prices must not include taxes applied to the unit price and legally applicable to County purchase transactions. Proposer's unit prices must include all costs incidental to the provision of the good or services being solicited. Proposers must price each item separately.

County may question, clarify, and correct obvious errors.

3. SPECIFICATION DEVIATIONS

The specifications of the Offer Agreement identify the kind and quality of goods or services Proposer will provide without being unnecessarily restrictive and allow Proposer to provide the information needed for the development of consistent and comprehensive proposals.

Equipment brand names, models, and numbers, when given, 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 Proposer's sole risk.

Items included in Proposer's proposal must meet the specifications and requirements in the solicitation.

Proposer may request deviations that specifically document and clearly illustrate the requested deviation to the particular specification or the requirement in this solicitation and fully explain the requested deviation's impact on the end performance of the item. Proposers must submit deviation requests to County prior to the initial ***“Due In and Opens”*** date. County may not answer requests submitted within eight (8) days of the ***“Due In and Opens”*** date. County may accept or reject deviation requests 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 may not evaluate them.

4. SUBMISSION OF PROPOSALS

County will consider Proposer's submission of a signed Offer Agreement to be a firm offer that will become a binding contract once County issues a system-generated Master Agreement (MA) or Purchase Order (PO) to the successful Proposer.

Proposers must complete, execute, and submit one original and one digital copy Universal Serial Bus (USB) flash drive.

A COMPLETE & SIGNED OFFER AGREEMENT MUST BE SUBMITTED. A complete Offer Agreement includes:

1. **All 11 pages of the Offer Agreement, with the following sections and their requirements completed by the Proposer:**
 - **Section 7: Compensation & Payment**
 - **Section 14: Acknowledgement of Solicitation Amendments**
 - **Section 15: Small Business Enterprise (SBE) Certification**
 - **Section 16: Proposal/Offer Certification Page**
2. **Exhibit B: Library Services Presenter Agreement:** indicate active Pima County vendor code, read and sign.
3. **Exhibit C: Questionnaire:** fully complete, including all required documentation.
4. **Exhibit D: Independent Contractor vs. Employee Determination Questionnaire, insert name at the top off form and answer questions 22-26, sign.**
5. **Exhibit E: Workers Compensation Sole Proprietor Waiver, complete and return if applicable.**

NOTE: Insurance certification documents, if applicable, will be required from the successful Proposer within two (2) business days after County posts the Notice of Recommendation for Award on the Procurement website.

An authorized agent of Proposer must sign proposals and submit them in a sealed envelope marked or labeled with the Proposer's firm name in addition to the solicitation number, title, solicitation due date and time, to the specified location and not later than the ***“Due In and Opens”*** date and time specified in the RFP.

Proposer 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 will not accept emailed or faxed proposals.

County will time-stamp all proposals upon receipt at the specified location at or before the ***“Due In and Opens”*** date and time as identified by the RFP. County's time-stamp is the official time used to determine the timeliness of the submittal. County will not accept proposals and modifications that County receives after the ***“Due In and Opens”*** date and time and County may return them unopened. County will open and record timely submittals immediately after the ***“Due In and Opens”*** date and time.

Proposer's failure to comply with the solicitation requirements, including but not limited to submittals that do not contain all documents, or that modify the solicitation requirements, may be cause for County to reject Proposer's proposal as ***“Non-Responsive”*** and not evaluate it.

5. INQUIRIES & CLARIFICATIONS

All inquiries to County regarding this solicitation must be in writing via email, addressed to the Procurement Officer that issued the RFP. No oral interpretations or clarifications made by County to any Proposer as to the meaning of any of the solicitation documents will be binding on County. If a prospective Proposer believes a solicitation requirement is

needlessly restrictive, unfair, or unclear, Proposer must notify the Pima County Procurement Department in writing identifying the solicitation number, page and paragraph number and clearly state the issue and suggested solution prior to the **“Due In and Opens”** date. County will respond to inquiries and issue clarifications by written amendment sent to all known potential Proposers. County may not answer issues identified less than eight (8) days prior to the **“Due In and Opens”** date.

6. OPENING

County will publicly open responses on the date and at the location as stated in the RFP. County will read each respondent’s name. County invites all interested parties to attend the proposal opening.

7. EVALUATION & SELECTION CRITERIA

County will evaluate proposals that are **“Responsive”** and **“Responsible”** to determine which are most advantageous to County considering the specifications stated in the Offer Agreement, the evaluation criteria in this solicitation, and other relevant factors.

The evaluation panel will use the following evaluation criteria when scoring the proposal. In **Exhibit C: Questionnaire (4 pages)** Proposer should respond in the form of a thorough narrative to each specification as guided by **Exhibit C**. The evaluation panel will evaluate the narratives along with required supporting materials and award points accordingly. Proposers must not modify the forms found this solicitation.

County may request additional information and/or clarification. Any clarification of a proposal will be in writing.

EVALUATION CRITERIA		MAXIMUM POINTS	Detailed Description
7.1	Cost (“Total Price Proposed”)	25	<ul style="list-style-type: none"> Prices fall within the recommended range
7.2	Strategic Goals Compatibility, Languages available, annual updates	65	<ul style="list-style-type: none"> topic fits at least one of the PCPL Strategic priorities, and audiences (listed in the questionnaire) has a clearly defined learning objective, or a clearly defined desirable outcome description is clearly defined and can be used to promote the program topic is appropriate in a library setting topic is likely to generate interest in the local communities, has broad appeal. Topic can be provided in a language other than English agreement to provide annual updates
7.3	Experience	8	<ul style="list-style-type: none"> Offeror has presented at library or education facilities (includes PCPL and other Pima County education facilities) Offeror has provided educational and/or professional credentials (resume, diplomas, certificates, etc.) confirming knowledge and/or experience on the proposal topic
7.4	Sustainability	2	<ul style="list-style-type: none"> Program utilizes sustainable practices (recyclable materials, digital handouts instead of printed handouts, etc.) Program topic covers, or is related to, sustainability (green business practices, eco-friendly living habits, etc.)
7.5	Total Points:	100	
<p>Offerors must receive a minimum Total of 88 points on PHASE 1 of the above Evaluation criteria (a, b, c & d) in order to be considered for recommendation of award. If County makes an award, it will enter into a shared Master Agreement with multiple Offerors that submitted the highest scoring responsive and proposal(s) by executing and transmitting a Master Agreement (“MA”) document without further action by the Offeror. The Offeror must pass phase 2 to renew the MA.</p>			

7.1. Cost

Proposers must propose one unit price per service category. The firm, fixed, fully-loaded hourly rate will include all direct cost, indirect cost, overhead and profit margin, as well as subcontractor’s total costs if appropriate. Unit prices will prevail in the event of an extension error. County will evaluate cost without regard to applicable taxes, and as such Proposers should not include taxes in their cost proposal.

7.1.1. Small Business Enterprise Participation

Any contract funded in any amount with federal funds is not eligible for the Small Business Enterprise (SBE) preference.

For proposals that do not exceed \$500,000 per contract year, County will give a 5% cost preference to firms submitting SBE Certificates issued by the City of Tucson with their proposal. The certification is subject to verification and acceptance by County. If County accepts the certification, it will evaluate the proposed cost at 95% of the proposal amount to determine the low proposed cost. If an SBE firm is the successful Proposer, the contract will include the unit prices, or Lump Sum, as proposed.

To be eligible for the cost preference, SBE firms must complete Section 15 Small Business Enterprise (SBE) Certification and include with their proposal documents a copy of their current certification document which they may acquire from the City of Tucson; Department of Procurement. The City of Tucson SBE website, which typically includes an SBE Application Form and a Directory listing firms holding SBE Certification, is located at the following website: http://www.tucsonprocurement.com/bidders_SBE.aspx.

The process of acquiring SBE Certification may take several weeks. Please contact the Pima County Business Enterprise Program Coordinator at (520) 724-3807 for assistance or further information.

7.2. Strategic Goals and Compatibility

Proposers should provide program description, objectives, strategic audiences, languages other than English, topics and title pricing formats, annual updates, and all forms provided in solicitation.

7.3. Company Experience

Proposers should include in their proposals documentation describing the extent of their experience and expertise for work related to description of services.

Proposers should include in their proposals samples of work the Proposer has performed for previous clients.

County will base points for the company experience on documented successful experience on similar projects and engagements.

7.4. Sustainability

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.

8. BEST and FINAL OFFER

County may request additional information and/or clarification with **"Responsible"** Proposers 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 Proposers 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.

9. AWARD NOTICE

County will post a Notice of Recommendation for Award ("NORFA") for the RFP on the Procurement website, and the Procurement Department will maintain the evaluations of proposals, available for review by interested parties. Proposers that submitted a proposal in response to the RFP may also receive an email notice from the Procurement Department of the posting of the NORFA. County will not provide the results of this solicitation in any other manner, or at any time prior to the posting of the NORFA.

10. PROTESTS

An interested party may file a protest regarding any aspect of a solicitation, evaluation, or recommendation for award. County's protest procedures are in Chapter 11.20 of the Pima County Procurement Code, available at https://codelibrary.amlegal.com/codes/pimacounty/latest/pimacounty_az/0-0-0-7273. County counts the five-day period to file a protest of the award from the date County posts the NORFA on the Pima County Procurement Department

website at <http://www.pima.gov/procure/awards/> without regard to whether County issued individual notices. Proposers are responsible for checking the website.

11. AWARD

If County makes an award, County will enter into a contract with one or more Contractor(s) that submitted the highest scoring proposal(s) that County determined **“Responsible”** for providing the required goods or services. Either the Procurement Director or Board of Supervisors will make the contract award in accordance with the Pima County Procurement Code. Unless County expressly agrees otherwise, resulting contracts are not exclusive, they are for the sole convenience of County, and County may obtain like goods or services from other sources.

12. PIMA COUNTY VENDOR RECORD

A valid Pima County Vendor record is required to receive any award of contract. Before submitting a response to this solicitation, Proposer must establish a complete 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. The preferred method for Proposer to create or update this record is via the Internet utilizing the Pima County Vendor Self Service (VSS). In addition to providing the means for a Proposer to create and maintain its vendor record, VSS also provides for email notice to Proposer regarding solicitations that County publishes for commodities of interest as identified by the Vendor record. Internet links for Vendor Registration are located at the Procurement Department Internet page: <http://www.pima.gov/procure/venreg.htm>.

13. DOCUMENTS MARKED CONFIDENTIAL

County must comply with 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. The Offer Agreement includes a specific provision about public records in Section 28. Please note that all records submitted in response to this solicitation, including, but not limited to, pricing schedules, product specifications, work plans, and any supporting documents are public records and are subject to release or review by the general public upon request, including competitors. Under County policy, if Proposer reasonably believes that some of the records that will be submitted to County in response to this solicitation contain proprietary, trade-secret or otherwise-confidential information, Proposer must prominently mark those records **“CONFIDENTIAL”**. If County received a public-records request for records marked **“CONFIDENTIAL”**, County will notify Proposer of the request as soon as reasonably possible. County will release the records ten (10) business days after the date of that notice, unless Proposer 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.

Proposer must also provide County with an index specifically identifying and describing the general contents of each page **“CONFIDENTIAL”**. The index is also a public record and must not include any information considered confidential.

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

END OF INSTRUCTIONS TO PROPOSERS

OFFER AGREEMENT

1. PURPOSE

This contract establishes a system-generated form Master Agreement ("MA") for Contractors to provide Pima County ("County") with Library Presenter Services on an "as required basis" by issue of Delivery Order ("DO").

The established MA will be issued to all Contractors awarded on this contract. County will order Good/Services from the Contractor on the contract offering best value to County. Should that Contractor be unable to provide the Good/Service at the time requested, County will then order the Good/Service from another Contractor available on the contract.

2. CONTRACT TERM, RENEWALS, EXTENSIONS and REVISIONS

The MA will document the commencement date of the contract, and will be for a one (1) year period with four (4) one-year renewal options that the parties may exercise as follows: County will issue contract extensions, renewals, or revisions to Contractor with a revised MA document. Contractor must object in writing to the proposed revisions, terms, conditions, scope modifications and/or specifications within ten (10) calendar days of issuance by County. If Contractor does not notify county of any objections within that timeframe, the revision(s) will be binding on the parties.

3. CONTRACTOR MINIMUM QUALIFICATIONS

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

4. PRODUCT OR SERVICE SPECIFICATIONS & SCOPE OF WORK

See attached Exhibit A.

5. OFFER ACCEPTANCE & ORDER RELEASES

County will accept offer(s) and execute this contract by issuing an MA (recurring requirements) to be effective on the document's date of issue without further action by either party. The MA will include the term of the contract.

Pursuant to the executed MA, County departments requiring the goods or services described 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 amendment 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 County's 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 will establish the contractual Not-to-Exceed Amount ("NTE Amount"). The NTE Amount represents the funding appropriated by County for this contract and cannot be altered without amendment. For this contract, the NTE Amount is shared between each Contractor awarded. The sum total of County payments to all Contractors cannot exceed the established NTE Amount, regardless of the independent total of each Contractor. **Contractors will not accept orders, or provide services or products that cumulatively exceed the shared contract amount.** Contractor will submit Request(s) for Payment or Invoices to Pima County Library District, Accounting Office, Administration, 101 N. Stone Avenue, 4th Floor. All Invoice documents will reference the County's DO number under which the services 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. PCPL will 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 Delivery Order amount.

7.1. Unit Prices

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

County makes no guarantee regarding actual orders for items or quantities during the term of the contract. County is not responsible for Contractor inventory or order commitment. **Offeror is required to present proposed fees by program format rather than by title or by topic. Provide session or single event rate DO NOT quote an hourly charge.** While a presenter is encouraged to offer a fee in multiple categories, Offers should only list one fee rate in each levels program format category. For more information about EXHIBIT A: SCOPE OF SERVICES 1.3 **Program Formats and Fees**; 1.8 **Program Formats and 1.9 Recommended Fee Ranges by Level.**

UNIT PRICES (Net 30-day Payment Terms)

CONTRACTOR LEGAL NAME:
BUSINESS ALSO KNOWN AS:

<u>SERVICE CATAGORY</u>	Unit of Measure	Unit Price \$
Item Description – Library Presenter Presentation(s)/ Workshops/Shows		
Level 1 Small Presentation	Each	\$
Level 2 Material Intensive Workshop	Each	\$
Level 3 Small group or individualized instruction or consultation:	Each	\$
Level 4 Large Format Show/Entertainment	Each	\$
Level 5 Tournament/Series Events Number of programs per Tournament/Series: _____ Price per program : \$	Totalled price per Tournament or Series	\$
Level 6 Residency	Each (monthly rate)	\$

TRAVEL/OVERNIGHT ACCOMODATIONS: If Contractor elects to provide services at any of the below PCPL Branches, the County will pay a Travel Fee in addition to the Program Fee. The Travel fee represents a travel point beginning at the end of the City of Tucson limits, in accordance with Pima County Travel policy.

Travel to Caviglia-Arivaca Branch Library, Arivaca, AZ	Round Trip	\$58.00
Travel to Joyner-Green Valley Branch Library, Green Valley, AZ – Or - Sahuarita Branch Library, Sahuarita, AZ	Round Trip	\$15.00
Travel to Dewhirst-Catalina Branch Library, Catalina AZ	Round Trip	\$15.00
Travel to Salazar-Ajo Branch Library, Ajo AZ	Round Trip	\$125.00
Overnight - Hotel stay in Ajo, AZ	Per Night	\$100.00

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 include 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.

7.2. Price Warranty and Trade-In Allowance

Contractor will give County the benefit of any price reduction before actual time of shipment. Parties may negotiate a fair and equitable trade-in allowance value for County surplus property to be applied through either a discounted purchase price or account credit. The trade-in value must be stated on a written price quote prior to County making a purchase, or on a credit memo invoice for a prior purchase. Trade-In property will be itemized on the quote or invoice by description, model/part number, quantity and guaranteed trade-in value. County will coordinate and document the delivery of surplus trade-in property to Contractor. Award of contract constitutes disposition authority to trade-in surplus property pursuant to Board of Supervisors' Policy D.29.11, Surplus Personal Property.

7.3. Price Escalation

All unit prices shall consider/provide for current economic and market conditions, and include compensation for Contractor to implement and actively conduct cost and price control. No additional compensation shall be paid to Contractor to reimburse efforts to implement and conduct cost and price controls. **Prices shall remain fixed for the initial contract term, after which Contractor may submit no more than one (1) written Price Escalation Request ("PER") per term.** The PER must be submitted not later than 90 days prior to the contract renewal date, and must clearly demonstrate justification for the increase in price, such as continued and significant changes in economic and/or market conditions justifying any requested price escalation. The PER must reference/cite any source materials used to form the basis of the proposed justification, but must not include historical information prior to the initial contract term. County will research Bureau of Labor Statistics (BLS) Producer Price Index (PPI) and/or other related indicators or sources, and conduct an analysis to determine 1) if the submitted justification and evidence are sufficient, 2) the requested price escalation is fair and reasonable, and 3) if approving the PER is in the County's best interest. County reserves the right to negotiate, accept or reject the PER, or terminate and re-solicit the contract.

7.4. Living Wage

All pricing will conform to Pima County's Living Wage Ordinance 2002-1 if applicable, including required annual adjustments of the wage.

7.5. Additional Items and/or Services

This following section is for items that Contractor did not list or price above but are within the scope of this contract. Contractor may provide these items under this contract. Contractor will submit Master Price List (MPL) documents, compact disc (CD) or USB flash drive and file names or identify website address, identifying all other items offered pursuant to this contract. The MPL or website address specifically designed for County must include the vendor's/manufacture's or retail price list and the discount percentage off utilized to get to include Discounted Unit Price being offered to County i.e. $\text{Manufacturer's List Price} - (\text{List price} \times \text{Discount } \%) = \text{Discounted Unit Price}$. The resulting Unit Prices must be of similar discount off List Prices for those items specifically included above. Item Unit Prices above will govern in case of conflict with the Master Price List.

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 listed unit pricing.

7.6. Standard Payment Term

Net (30), 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.

7.7. Optional Early Payment Discount Term

Pima County Administrative Procedure No. 22-35 Section 2.2.4 describes 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's 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: _____ % if payment tendered within _____ Days as indicated above.

7.8. Invoicing

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

All Invoice documents will reference County's DO number under which the services or products were ordered. Contractor must utilize the item description, precise unit price, and unit of measure included in County's order document for **ALL** Invoice line items. County may return invoices that include line items or unit prices that do not match those documented by County's order to Contractor unprocessed for correction.

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. VENDOR RECORD MAINTENANCE

Contractor must establish and maintain a complete Pima County Vendor record, which includes the provision of a properly completed and executed "Request for Taxpayer Identification Number and Certification" document (Form W-9). The record must be registered with a valid and monitored email address for Contractor. In the event of any change that renders the information on that record inaccurate Contractor must update the record within ten (10) calendar days of the change and prior to the submission of any invoice or request for payment. Contractor must register through <http://www.pima.gov/procure/venreg.htm>.

9. 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 Standard Terms and Conditions and to the location(s) on the DO document.

Contractor guarantees delivery of product or service in less than 30 calendar days after issue date of order. If necessary to satisfy the guaranteed delivery time, Contractor will utilize premium freight method at no additional cost to County.

10. 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.

11. OTHER DOCUMENTS

Contractor and County are entering into this contract have relied upon information provided or referenced by Pima County Solicitation No. RFP-PO-2200023 including the RFP, 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.

12. INSURANCE

12.1. Bonds, Insurance Certifications

Pima County does not provide liability insurance to Contractors. Therefore, Pima County will not insure nor defend any contractor.

Generally, Contractor offering a program where there is a potential for risk, shall provide evidence of coverage. For example, this is required if the presenter will be bringing animals, expensive equipment, and/or materials that require extra safety provisions. Scheduling library will utilize a participant liability waiver (see Exhibit H) for physical activities that might present a risk of injury. Insurance requirements will be determined on an as needed basis with Contractor before the agreement commences and Contractor provides services.

Driving is not a requirement of this contract. The Contractor agrees not to drive a vehicle transporting persons or property to/from the contracted activity or on behalf of Pima County.

The Contractor is performing work as an independent contractor for PCPL. The Contractor is not the employee of Library for workers' compensation purposes and, therefore, is not entitled to workers' compensation benefits from County. Contractors that do not have employees, paid, unpaid or paid-in-kind, working for them do not need to maintain workers' compensation insurance.

12.2. Worker' Compensation Insurance – Waiver

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. Contractors, who are sole proprietors, may fill out EXHIBIT E: Pima County Workers Compensation Sole Proprietor Waiver if requesting an insurance waiver due to sole proprietorship.

13. PERFORMANCE BOND

Not applicable to this contract.

14. ACKNOWLEDGEMENT OF SOLICITATION AMENDMENTS

Contractor must acknowledge to have read all published solicitation amendments below and must ensure they are submitting all amended pages of the solicitation (if any) with their response.

Amendment #	Date	Amendment #	Date	Amendment #	Date

15. SMALL BUSINESS ENTERPRISE (SBE) CERTIFICATION

Is your firm SBE certified as defined by the solicitation's Instructions to Proposers Section 7.1.1? Yes No

(select one)

If Yes, have you included your certification document? Yes No

(select one)

NOTE: If you do not submit the SBE Certification document with your proposal, County will not apply the SBE Preference.

16. 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 the Offer Agreement, 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 County's 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 contract. The Unit Pricing includes all costs incidental to the provision of the items in compliance with the contract; no additional payment will be made. County may deem conditional offers that modify the solicitation requirements **"Non-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 County's 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 contract. The undersigned hereby offers to furnish the goods or services in compliance with all terms, conditions, and specifications in this Offer Agreement.

SIGNATURE: _____ **DATE:** _____

PRINTED NAME & TITLE OF AUTHORIZED CONTRACTOR REPRESENTATIVE EXECUTING OFFER

PHONE AND EMAIL: _____

PIMA COUNTY STANDARD TERMS AND CONDITIONS

1. WARRANTY

Contractor warrants goods or services to be satisfactory and free from defects. Contractor also warrants that all products and services provided under this contract are non-infringing.

2. PACKING

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

3. 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 may cancel the order or extend delivery times at no cost to County. Any 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 may cancel any delinquent order, procure from an alternate source, or refuse receipt of or return delayed deliveries at no cost to County. County may cancel any order or refuse delivery upon default by Contractor concerning time, cost, or manner of delivery.

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

4. SPECIFICATION CHANGES

County may 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.

5. 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 and Contractor will be responsible for costs for transportation, unpacking, inspection, repacking, reshipping, restocking or other like expenses. In lieu of return of nonconforming supplies, County 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.

6. 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.

7. RIGHTS AND REMEDIES OF COUNTY FOR DEFAULT

If Contractor furnishes items that do not conform to the contract requirements, or to the sample that Contractor submitted, County may reject the items. Contractor must then reclaim and remove the items, without expense to County. Contractor must also immediately replace all rejected items with conforming items. Should Contractor fail, neglect, or refuse immediately to do so, County may purchase in the open market a corresponding quantity of any such items and 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.

If Contractor fails to make prompt delivery of any item, County may purchase the item 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. If County cancels a MA, PO or associated order, either in whole or in part, by reason of the default or breach by Contractor, Contractor will pay for any loss or damage sustained by County in procuring any items which Contractor was obligated to supply. These remedies are not exclusive and are in addition to any other rights and remedies provided by law or under the contract.

8. FRAUD AND COLLUSION

Contractor certifies that no officer or employee of County or of any subdivision thereof 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. Contractor also certifies that it is not aware of any County employee 1) favoring one Contractor over another by giving or withholding information or by willfully misleading a Proposer in regard to the character of the material or supplies called for or the conditions under which the proposed work is to be done; 2) knowingly accepting materials or supplies of a quality inferior to those called for by any contract; or 4) directly or indirectly having a 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.

9. COOPERATIVE USE OF RESULTING CONTRACT

As allowed by law, County has entered into cooperative procurement agreements that enable other public agencies to utilize County's contracts. Those public agencies may contact Contractor with requests to provide services and products pursuant to the pricing, terms and conditions in the MA, or PO. A public agency and Contractor may make minor adjustments by written agreement to the contract to accommodate additional cost or other factors not present in the contract 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 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 any cooperative agreement with another public agency. 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.

10. INTELLECTUAL PROPERTY INDEMNITY

Contractor will indemnify, defend and hold County, its officers, agents, and employees harmless from liability of any 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 contract and any MA, PO, and associated orders. County may require Contractor to furnish a bond or other indemnification to County against any and all loss, damage, costs, expenses, claims and liability for patent or copyright infringement.

11. 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, including attorney's fees 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 contract and any MA, PO or associated orders. 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.

12. 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.

13. 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 interpretation and construction of this contract, and 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.

14. 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.

15. 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.

16. 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.

17. NON-APPROPRIATION OF FUNDS

County may cancel this contract if for any reason County's 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.

18. 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.

Contractor agrees to waive confidentiality of any price terms.

19. 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 described 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.

20. 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.

21. NON-EXCLUSIVE AGREEMENT

Contractor understands that this Contract is nonexclusive and is for the sole convenience of County. County may obtain like services from other sources for any reason.

22. TERMINATION

County may terminate any contract and any MA, PO, Delivery Order, DOM or issued NORFA, in whole or in part, at any time for any reason or no reason, 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 by County before the effective date of the termination.

23. 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 or PO; DO or DOM; Offer Agreement; these standard terms and conditions; any Contractor terms (Terms of Sale; End User Licenses Agreement; Service Agreement; etc.) attached to an MA, PO, DO or DOM, if applicable; any other solicitation documents.

24. INDEPENDENT CONTRACTOR

Contractor is 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 County's Merit System. Contractor is responsible for paying 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.

25. 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.

26. COUNTERPARTS

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

27. 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.

28. 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 contract and any 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.

29. 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.

30. 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.

31. 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.

32. 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.

33. ISRAEL BOYCOTT CERTIFICATION

Pursuant to A.R.S. § 35-393.01, if Contractor engages in for-profit activity and has ten (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.

34. ENTIRE AGREEMENT

This document constitutes the entire agreement between the parties pertaining to the subject matter it addresses, and this Contract supersedes all prior or contemporaneous agreements and understandings, oral or written.

END OF PIMA COUNTY STANDARD TERMS AND CONDITIONS

EXHIBIT A: SCOPE OF SERVICES (4 PAGES)

PRODUCT OR SERVICE SPECIFICATIONS. SCOPE: GENERAL SPECIFICATIONS

1.1 Library Presenter Program

The Pima County Public Library (PCPL) manages a Library Presenters Program for its 27 branches to meet the objectives of its Mission Vision, Values, and Community Impact Plan to serve its customers. (See <https://www.library.pima.gov/community-impact-plan/>). Programs should enhance participant's intellectual, emotional, physical, and social well-being, and help to learn through actively producing, creating, experimenting and designing.

Contractor will be responsible for the overall program development, instruction, materials, supplies, establishing cost(s), with minimal supervision by PCPL.

1.2 Program Audience - Customers

Participants will come from a multitude of cultures, backgrounds, demographics and ages from school age children to senior citizens. Contractor will not provide instruction to participants under age 18 without a parent, guardian or PCPL staff member present. Please see [Background on Audience and Topic\(s\)](#) to see the audiences for which staff typically schedule with the Library Presenter Program.

1.3 Program Formats and Fees

The Library Presenter Program encompasses different subjects. Offeror is invited to consider six (6) formats (leveled 1-6) to help to meet the needs of PCPL audiences and that work well considering the variety of spaces, settings and PCPL sponsored venues. **Offeror is required to present proposed fees by program format rather than by title or by topic.** Please see [Formats and Definitions](#) and recommended [Fee ranges](#) for more information.

1.4 Scheduling and Booking Programs

Contractor and PCPL will mutually agree to the programs, times, dates and branch locations for the provision of services. Each PCPL branch and/or team is responsible for choosing and scheduling the events. Scheduling with a Contractor at any PCPL branch will generally occur well in advance, usually three (3) months at a minimum. Scheduling is entirely at PCPL's discretion, and is subject to Contractor availability.

PCPL staff rely on Contractor descriptions of programs and scheduling guidelines to determine if programs will be a fit for their needs and their spaces. Contractor must submit clear, concise descriptions of programs, that include audience appropriateness, booking availability, set-up requirements and timing. **PCPL will require Offerors with passing proposals to submit these details as the second phase of the solicitation. Library Presenters with awards will be required to submit them on an annual basis in order to receive renewals.**

Scheduling Branch Library will contact the Contractor and arrange to confirm a program, the date(s) of performance, and accommodations (electrical outlets, room size, equipment etc...). Please see [Library Locations](#) for more information. Contractor will consider the program booked upon receipt of a Delivery Order documenting the library locations, dates, and times. Delivery Order(s) will be issued in accordance with the Scope of the Offer Agreement, fees provided in Article 7. Compensation and Payment.

It is the responsibility of the Contractor to inspect the facility and equipment and/or speak to library staff about audience limits, facility restrictions and other requirements prior to agreeing to schedule. PCPL **Information about meeting rooms and conference rooms for all locations is updated [here](#)**

1.5 Advertisement, Promotion and Marketing

PCPL at its discretion and expense will advertise and promote a booked program at the applicable PCPL Branch, on social media, in PCPL's brochures, fliers and in partner publications aligned with program venues, which are distributed and/or advertised in all libraries and on the web calendar at <http://www.library.pima.gov/>. Contractor may promote market and advertise its services as coordinated and approved with the library in writing before the advertisement date. The booking library or Team will coordinate the review and approval of Contractor provided advertisement.

1.6 Contractor Performance:

Contractor will: (1) Be punctual and prepared to conduct the service at the time and on the date agreed. (2) Provide sufficient notice, minimum two-days in advance of the scheduled booking date, to the booking library in the event of cancelation. (3) Ensure that another adult is always present when working in the proximity of Infants and toddlers, Pre

kinder-kindergarten ages 3-6, Early Elementary and Tween (School Age Children) and Young Adults. (4) Initiate contact with the scheduling library or staff worker to confirm the room set-up, equipment, and necessary arrangements to conduct the program. (5) Work with PCPL staff to ensure the best experience for the participants.

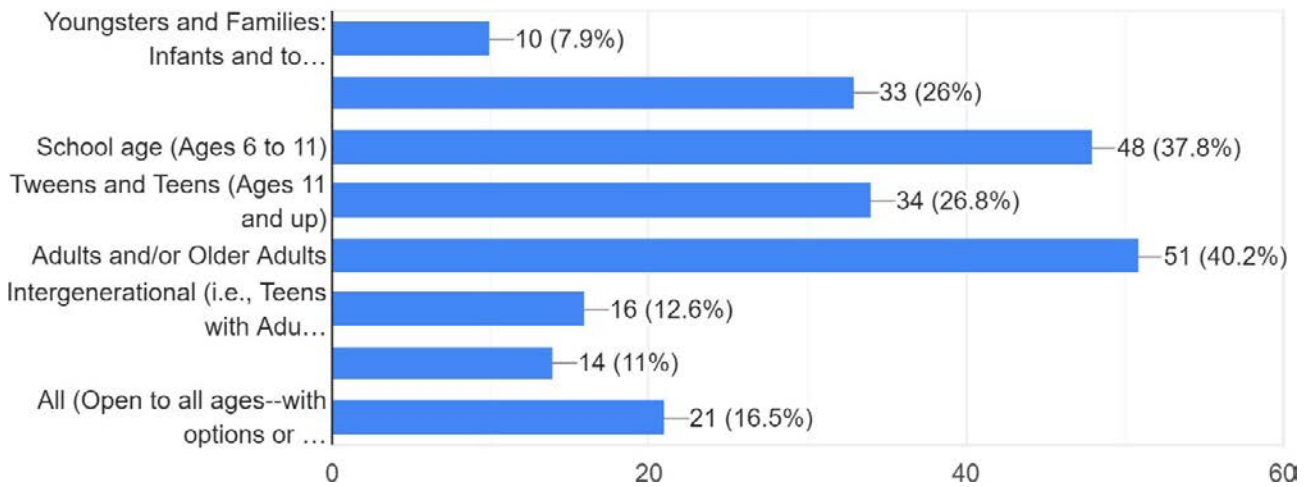
PRODUCT OR SERVICE SPECIFICATIONS & SCOPE: Audience and type of presentation details

1.7 Background: Audience

Below is a chart of staffing evaluation surveys that shows the audiences and initiatives the library has typically scheduled Library Presenter services to support. The Library provides this information to assist prospective contractors in determining what audiences and library efforts they should prioritize.

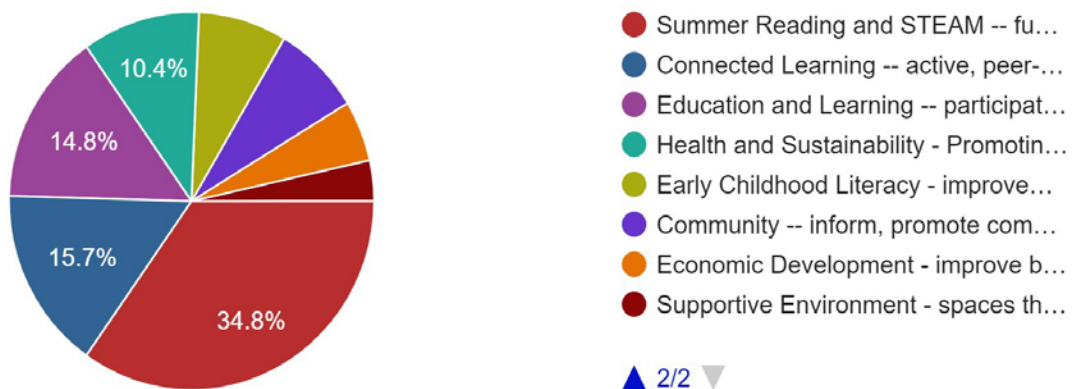
Intended Audience

127 responses



This Presenter was scheduled primarily to support what type of program

115 responses



1.8 Program Formats (definitions)

Format	Description
Level 1 Small Workshop	This program format is informational or educational in nature. Contractor can provide handouts for each participant to take away.
Level 2 Material Intensive Do-It - Yourself Workshop	This program format will involve workbooks, or the hands-on use of Contractor-provided materials to create an item for each of the participants to take away at the end of the workshop. Step-by-step instructions and individual attention to the workshop participants is expected.
Level 3 Individualized instruction or consultation	This is for taking appointments for one to one consultations, or working with a small group more intensively as a follow up to a presentation/workshop.
Level 4 Large Format Presentation	Presentation/workshop includes entertainment via shows or performances. Audience size anticipated will likely be greater than 30 – and is only limited by the venue.
Level 5 Tournament, or series	Program (s) are given at a large event coordinated by the Contractor that may include organized contests between participants. Program(s) can be part of large annual events like PCPL's Summer Learning kickoff and that happen at venues outside the library such as the Tucson Festival of Books and attract more than 600 people. Contractor interacts with participants in smaller groups. Series may be booked as multiple consecutive (weekly) classes given over time (up to three months) for the one Tournament/Series.
Level 5 Residency	Weekly hours in/or sponsored by the library to focus on craft or area of expertise, and assist the public through one-on one consultations, and/or through occasional workshops. Residents serve as consultants and community advisors as they pair up with staff, youth, volunteers, other members of the public, interns, and partners, around their creative, artistic or other endeavors, or to carry on or complete projects. Generally, Residency terms last -3 to 5 months with a monthly stipend.

1.9 Recommended Fee Ranges by Format and Level

Because of limited financial resources, our normal price range is free to \$200.00 per class for Levels 1, 2 and 3. Level 4: Large Format and Level 5: Tournament/Series range from \$150 - \$1,000.00 for a tournament/series with up to six classes. Each class within a tournament/series ranges from \$ 40-165 each. Residencies are monthly stipends with weekly recommendations for hours per consultations or to complete other deliverables.

Level 1: Small Workshop	45 – 90 minutes	Free-\$250/workshop
Level 2: Material Intensive Do-It- Yourself Workshops	1 – 3 hours	\$100- \$300/workshop
Level 3: Individualized instruction or consultation	2-3 hours	\$100-\$300/session
Level 4: Large Format Presentation	1 – 2 hours	\$150-\$350/presentation
Level 5: Tournament, ongoing weekly series,	5 hours or 6 90-minute sessions	\$250-\$1000/event or series
Level 6: Residency	3-6 hours per week	200.00 – 1000.00 per Month

PRODUCT OR SERVICES SPECIFICATIONS AND SCOPE: LIBRARY LOCATIONS

It is the responsibility of the Contractor to ensure prior to agreeing to provide any service that the particular branch has the proper set-up and is able to accommodate the number of participants and the PROGRAM. Some branches have available equipment such as computers, laptops, easels, projectors, electrical outlets, etc. for use at no charge to the Contractor. Branches vary in size and occupancy levels. **Information about meeting rooms and conference rooms for all locations is updated [here](#).** Public copiers are available at each branch and copy charges apply. PCPL Representatives scheduling the booking can arrange equipment inspections and facilities tours. Most often, Library Presenters provide in-person programs during normal working hours of the Library, which may be subject to change; The Library may be closed unexpectedly and the Library will be inaccessible on some County or national holidays. The Library Staff will notify scheduled Presenters as soon as possible about any unexpected closures.

#	PCPL BRANCH	LOCATION/ADDRESS/PHONE NUMBER
1	Caviglia-Arivaca Library	17050 W. Arivaca Rd.; Mailing Address: PO Box 668, Arivaca, AZ, 85601, (520) 594-5235
2	Dewhirst-Catalina Library	15631 N. Oracle Rd., #199, Catalina, AZ, 85739, (520) 594-5240
3	Dusenberry-River Library	5605 E River Road, 85750, (520) 594-5345
4	Eckstrom- Columbus	4350 E. 22nd St., 85711, (520) 594-5285
5	El Rio Library	1390 W. Speedway, 85745, (520) 594-5245
6	Flowing Wells Library	1730 W. Wetmore Road, 85705, (520) 594-5225
7	Frank De La Cruz-El Pueblo Library	101 W. Irvington Rd., 85714, (520) 594-5250
8	Himmel Park Library	1035 N Treat Ave., 85716, (520) 594-5305
9	Joel D. Valdez Main Library	101 N. Stone Ave., 85701, (520) 594-5500
10	Joyner-Green Valley Library	601 N. La Canada Drive, Green Valley, AZ, 85614, (520) 594-5295
11	Kirk-Bear Canyon Library	8959 E Tanque Verde, 85749, (520) 594-5275
12	Martha Cooper Library	1377 N. Catalina Avenue, 85712, (520) 594-5315
13	Miller-Golf Links Library	9640 E. Golf Links Road, 85730, (520) 594-5355
14	Murphy-Wilmot Library	530 N. Wilmot Rd., 85711, (520) 594-5420
15	Nanini Library	7300 N. Shannon Road, 85741, (520) 594-5365
16	Oro Valley Public Library	1305 W. Naranja Drive, Oro Valley, AZ 85737, (520) 594-5580
17	Quincie Douglas Library	1585 E. 36th St., 85713, (520) 594-5335 (Corner of Kino Parkway and 36th Street)
18	Richard Elías-Mission Library	3770 S. Mission Road, 85713, (520) 594-5325
19	Sahuarita Library	725 W. Via Rancho Sahuarita, Sahuarita, AZ 85629, (520) 594-5490
20	Salazar-Ajo Library	33 Plaza, Ajo, AZ, 85321, 1-520-387-6075
21	Sam Lena-South Tucson	1607 S. Sixth Ave., 85713, (520) 594-5265
22	Santa Rosa Library	1075 S. 10th Ave., 85701, (520) 594-5260
23	Southwest Library	6855 South Mark Rd., 85757, (520) 594-5270
24	Valencia Library	202 W. Valencia Road, 85706, (520) 594-5390
25	W. Anne Gibson-Esmond Station Library	10931 E. Mary Ann Cleveland Way, 85747, (520) 594-5460
26	Wheeler Taft Abbott, Sr.	7800 N. Schisler Dr., 85743, (520) 594-5200
27	Woods Memorial Library	3455 N. First Ave., 85719, (520) 594-5445

EXHIBIT B: LIBRARY PRESENTER SERVICES AGREEMENT (1 PAGE)

VENDOR REGISTRATION: Contractor must have an active vendor registration with the Pima County Procurement Department at the time of proposal submission. Contractor must go to the Vendor Self Service Portal and indicate an interest in providing educational/training services by entering commodity code 92400.

Contractor will maintain and manage vendor registration record so the PCPL can issue Delivery Orders, Pay Invoices and otherwise manage the Library Presenter program. Contact Vendor Relations with questions regarding new registration or updates: 724-8465.

Indicate Pima County Vendor Code:

1. **Smoking/Drugs/Alcohol:** PCPL is a non-smoking environment. According to Arizona law, city and county ordinances, all smoking must be done outside the library building and away from any entrances. The use, possession or sale of alcohol or drugs on PCPL property is not allowed.
2. **Confidentiality:** The privacy of PCPL customers and co-workers must be respected at all times. State law requires that information regarding PCPL patrons stored in any form (hard copy, computer or microfiche) is confidential and is made available only to staff that require such information to fulfill assigned duties and to others only in response to a valid subpoena. This includes, but is not limited to, what programs people are attending, what people are reading or requesting and what people are viewing on computer screens. Refer all media, police or other inquiries regarding person's library use to a branch or department manager. Contractor may not, under any circumstances, publish, post, or otherwise utilize the creative writings and artwork made by the library audience or any photographs of program participants and attendees.
3. **Personal sales activities:** Contractor may not engage in any solicitation or selling activities on PCPL property. Contractors may not use PCPL'S meeting rooms for commercial purposes and cannot use programs and the audiences who attend to build lists or promote businesses, products or services.
4. **Harassment:** PCPL provides a welcoming environment free from all forms of harassment and discrimination in the workplace directed towards PCPL staff, customers or other volunteers. This includes, but is not limited to, harassment based on race, color, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability. Contractors must treat customers and staff with respect and courtesy in all interactions.
5. **Insurance:** Contractors are not covered for injuries that occur while providing services at PCPL facilities. Contractor(s) are not covered by employees' health insurance or any liability insurance associated with the County or PCPL.
8. **Pay:** PCPL will process payment(s) as outlined and quoted in you Master Agreement (MA). Contractor must quote PCPL staff a Unit Price that is in MA.
9. **Independent Contractor:** Neither Contractor nor co-workers will be considered an employee or volunteer of PCPL.
10. **Advertisement, Promotion and Marketing of Services:** PCPL at its discretion and expense will advertise and promote services through social media, e-news brochures, fliers and postcards and in partner publications aligned with program venues, and on the web calendar at <http://www.library.pima.gov/>. Contractor will provide feedback or work with PCPL and the Contract Administrator to provide specific information **for PCPL staff** about the topics and services available.
11. **Intellectual/Artistic Property Rights:** Original presentation materials created and used by Contractor for the workshops, for individual instruction or any other materials created by Contractor during the performance under this Contract remain the sole property of Contractor.
12. **Annual Reviews:** PCPL can terminate the contract and or not renew the contract for an additional year if no libraries contact them to schedule a presentation/workshop/event within 12 months of the award or if Contractor(s) otherwise fail to meet the needs and expectations of PCPL, its audiences and staff.

By signing below, I attest to having read the Pima County Library Code of Conduct and agree to adhere to their terms and conditions and those provided and contained in the MA and Offer Agreement.

Signature

Print First, Last Name

Date

EXHIBIT C: QUESTIONNAIRE (6 PAGES)

CONTRACTOR LEGAL NAME: _____

BUSINESS ALSO KNOWN AS: _____

PROGRAM DESCRIPTION – Provide a sixty word (or less) statement that could potentially be used on marketing material to describe your Program to the public. You may add examples of materials used to present event(s).

[Empty box for Program Description]

What is/are the typical learning objective or objectives of the Program? Example: Participant will gain hands on experience creating a jigsaw puzzle while engaging sensory motor skills, eye-hand coordination and social interaction working as a group to solve simple math.

[Empty box for Learning Objectives]

STRATEGIC GOALS: The Pima County Public Library serves a diverse community and provides for a wide range of educational and entertainment opportunities for interested patrons to partake. The following strategic priorities and goals have been identified in the library's [Community Impact Plan](#).

Priority #1: We are customer-focused. We constantly strive to be our best.

Goal #1: We will gather and act on feedback from underrepresented communities

Goal #2: We will achieve a shared understanding of customer service philosophy

Goal #3: We will encourage reflection and continued growth

Priority #2: We honor diversity. We reflect, support, and serve our unique community.

Goal #1: We will develop and establish a Diversity, Equity and Inclusion Statement and Plan with Strategies

Goal #2: We will take services to the Community

Goal #3: We will create spaces, programming, and collections for our diverse community

Priority #3: We are a resource for you. We provide the collections, programming, space, and technology you need.

Goal #1: We will use best practices to create inviting and safe spaces to balance the needs of our community

Goal #2: We will provide the collection the community needs

Goal #3: We will provide access to current technology resources and education

Goal #4: We will provide interest-driven programming that meets community needs

Priority #4: We will amaze you with all that we offer. We have something for everyone.

Goal #1: We will increase reach in Pima County

Goal #2: We will connect customers to their interests

Goal #3: We will increase employees' ability to connect customers to their interests through learning opportunities

Successful programs will both meet library goals and serve audiences by:

- **Delivering engaging and interactive programs that support early literacy, early math and/or school ready skills for children ages 2-6**
- **Offering informative programs for parents and caregivers on supporting early brain development and/or executive function skills for infants and young children**
- **Providing hands-on, interactive STEAM learning programs for children ages 8-14 that build critical thinking, problem solving and social emotional skills**
- **Running fun hands-on engaging opportunities to encourage discovery and limit learning gaps for young people when school is not in session**
- **Enhancing social interactions and peer support in production centered events where participants create, experiment and design**
- **Improving business non-profit startup or support, or performance enhancement, advancing career development, and supporting employment and financial stability**
- **Enhancing social interaction, and providing for physical activity**
- **Building on shared interests and contributing to a common purpose, project or goal, and providing mentoring opportunities**
- **Raising awareness and understanding; informing dialog, displaying culture, heritage, folklife, foodways, or traditions**
- **Contributing to the mental health and wellbeing of the community**

How does your Program address PCPL’s strategic audience (s), or the priorities and goals listed?

AUDIENCE: Place a check in the appropriate space indicating your program offers events for the following audiences. Check all that apply.

- Infants and toddlers 0-2
- Pre kinder-kindergarten ages 3-6
- Early Elementary ages 6-9
- Tween ages 9-13
- Young Adult ages 14-22
- Adults Ages 23-50
- Seniors 50 and up
- Family
- All (open to all ages)

Language: Are your programs available bilingually or in a language other than English?
<input type="checkbox"/> Yes - list language(s) below

Program Types Topics: What kind of program do you want to offer? Place a check in the appropriate box.

Program Types & Topics

<u>Career Success</u> <i>Topics</i>	<u>Business and Nonprofit Development</u> <i>Topics</i>
<input type="checkbox"/> Interviewing Skills	<input type="checkbox"/> Business Startup
<input type="checkbox"/> Job Search	<input type="checkbox"/> Business Growth
<input type="checkbox"/> Resume Development	<input type="checkbox"/> Marketing and Social Media
<input type="checkbox"/> Soft Skills	<input type="checkbox"/> Management and Performance
<input type="checkbox"/> Technology for Career Growth	<input type="checkbox"/> Fundraising
	<input type="checkbox"/> RFP review
	<input type="checkbox"/> Grants Administration
	<input type="checkbox"/> Board Governance
	<input type="checkbox"/> Professional Development

<u>Cultural Diversity</u> <i>Topics</i>	<u>Community Engagement</u> <i>Topics</i>
<input type="checkbox"/> Literature, poetry, music,	<input type="checkbox"/> Exploring social issues
<input type="checkbox"/> Oral History	<input type="checkbox"/> Government Services
<input type="checkbox"/> Language	<input type="checkbox"/> Civic Engagement
<input type="checkbox"/> Culturally Diverse History and/or Heritage	<input type="checkbox"/> Activism and Social Justice
<input type="checkbox"/> Food-ways	<input type="checkbox"/> Political Participation
<input type="checkbox"/> Storytelling and stories	<input type="checkbox"/> Conversation, Dialog and Idea Exchange
<input type="checkbox"/> Folklife	<input type="checkbox"/> Local Environment/Conservation/Natural History

<u>Digital Technology</u> <i>Topics</i>	<u>Entertainment</u> <i>Topics</i>
<input type="checkbox"/> Film Making	<input type="checkbox"/> Gaming
<input type="checkbox"/> Camera/Photos	<input type="checkbox"/> Instrumental
<input type="checkbox"/> Designing, Fabricating and/or Making and Producing	<input type="checkbox"/> Magic
<input type="checkbox"/> Coding/App/Web Development	<input type="checkbox"/> Puppetry
<input type="checkbox"/> Software Instruction	<input type="checkbox"/> Theatrical
<input type="checkbox"/> Social Media	
<input type="checkbox"/> Emerging Technology	

<u>Expressive Arts</u> <i>Topics</i>	<u>Health, Sustainability and Wellness</u> <i>Topics</i>
<input type="checkbox"/> Acting	<input type="checkbox"/> Financial Literacy and Sustainability
<input type="checkbox"/> Dance	<input type="checkbox"/> Mental Health awareness and management
<input type="checkbox"/> Drawing	<input type="checkbox"/> Nutrition
<input type="checkbox"/> Crafting	<input type="checkbox"/> Mindfulness
<input type="checkbox"/> Poetry	<input type="checkbox"/> Yoga
<input type="checkbox"/> Writing	<input type="checkbox"/> Tai Chi
<input type="checkbox"/> Music	<input type="checkbox"/> Martial Arts
<input type="checkbox"/> Singing	<input type="checkbox"/> Seed Saving Gardening
<input type="checkbox"/> Design, Fiber Arts	<input type="checkbox"/> Outdoor Activities

<u>STEAM</u> <i>Topics</i>
<input type="checkbox"/> Science
<input type="checkbox"/> Technology
<input type="checkbox"/> Engineering
<input type="checkbox"/> Art
<input type="checkbox"/> Math

TOPICS/TITLES/FORMATS Offerors may list up to four examples of topic(s) from previous page, descriptive titles, or one-sentence descriptions and check the box (or boxes) to represent their fee rate in **Unit Prices**.

Topic	Descriptive Title or One Sentence Description	Offered Level(s)/for Fee rate(s)
		<input type="checkbox"/> 1-Small Presentation <input type="checkbox"/> 2-Material Intensive DIY Workshop <input type="checkbox"/> 3-Individualized instruction consultation <input type="checkbox"/> 4- Large Format Presentation <input type="checkbox"/> 5- Tournament or Series <input type="checkbox"/> 6 - Residency

Topic	Descriptive Title or One Sentence Description	Offered Level(s)/for Fee rate(s)
		<input type="checkbox"/> 1-Small Presentation <input type="checkbox"/> 2-Material Intensive DIY Workshop <input type="checkbox"/> 3-Individualized instruction consultation <input type="checkbox"/> 4- Large Format Presentation <input type="checkbox"/> 5- Tournament or Series <input type="checkbox"/> 6 - Residency

Topic	Descriptive Title or One Sentence Description	Offered Level(s)/for Fee rate(s)
		<input type="checkbox"/> 1-Small Presentation <input type="checkbox"/> 2-Material Intensive DIY Workshop <input type="checkbox"/> 3-Individualized instruction consultation <input type="checkbox"/> 4- Large Format Presentation <input type="checkbox"/> 5- Tournament or Series <input type="checkbox"/> 6 - Residency

Topic	Descriptive Title or Once Sentence Description	Offered Level(s)/for Fee rate(s)
		<input type="checkbox"/> 1-Small Presentation <input type="checkbox"/> 2-Material Intensive DIY Workshop <input type="checkbox"/> 3-Individualized instruction consultation <input type="checkbox"/> 4- Large Format Presentation <input type="checkbox"/> 5- Tournament or Series <input type="checkbox"/> 6 – Residency

If Awarded, Proposer agrees to submit clear, concise descriptions of programs, that include audience appropriateness, booking availability, set-up, scheduling and timing requirements to PCPL via an online survey tool to annually **in order to receive renewals**.

PRESENTER CO-WORKERS

Program includes assistance of Co-workers. Indicate the co-worker's name, briefly describe their responsibility, tasks, and will substitute when not available? How long have you worked with this person?

	Coworker Name: Responsibilities:	Years:	Will substitute: Yes <input type="checkbox"/> No <input type="checkbox"/>
	Coworker Name: Responsibilities:	Years:	Will substitute: Yes <input type="checkbox"/> No <input type="checkbox"/>
	Coworker Name: Responsibilities:	Years:	Will substitute: Yes <input type="checkbox"/> No <input type="checkbox"/>

PRESENTER EXPERIENCE

Have you presented or demonstrated any of the class (es) offered in this RFP at a PCPL Branch before? Yes No
 If yes, List ONE Branch and A date of PROGRAM performance.

Branch

Date

-OR-

Have you presented or demonstrated for a PCPL staff person or team and have you been encouraged to apply for the Library Education program:

PCPL Staff First, Last Name

-OR-

Have you presented your program for any other organization, group? (list)

Organization or group

What PCPL locations are you interested in working at?

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

Check here if you or your business incorporates any of the following.

Check here if you program promotes any of the following.

- 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)?

SIGNATURE: _____ DATE: _____

PRINTED NAME & TITLE OF AUTHORIZED PROPOSER REPRESENTATIVE EXECUTING PROPOSAL

END OF EXHIBIT C



EXHIBIT D: 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.*

- | | Y | N |
|--|--------------------------|-------------------------------------|
| 1 Is the work of the individual an integral part of Pima County's business operations? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 2 Is the work of the individual also done by current Pima County employees? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 3 Does Pima County provide training to the individual? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

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

- | | Y | N |
|--|-------------------------------------|-------------------------------------|
| 4 Are the individual's staff or assistants hired, supervised and paid by Pima County? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 5 Can the individual terminate their relationship with Pima County at any time? | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 6 May the individual realize a profit or loss as a result of their work for Pima County? | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 7 Does the individual supervise non-County employees? | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 8 Does the individual's contract require the standard insurance language? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

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

- | | Y | N |
|---|-------------------------------------|--------------------------|
| 9 Does the individual perform work on Pima County premises? | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 10 Does the individual have a non-County owned physical location to work (Home Office, Rented Space)? | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 11 Does the individual furnish significant tools, materials or equipment to produce work? | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

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

- | | Y | N |
|---|-------------------------------------|-------------------------------------|
| 12 Does the individual submit oral or written reports to Pima County? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 13 Does the individual exercise independent judgment to complete work activities? | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

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

- | | Y | N |
|---|--------------------------|-------------------------------------|
| 14 Does the individual have a continuing relationship with Pima County? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |



Control: *The nature and degree of control by the employer.*

- | | Y | N |
|--|-------------------------------------|-------------------------------------|
| 15 Does Pima County dictate when, how and where the individual is to perform their work? | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 16 Must services be rendered personally by the individual? | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 17 Does Pima County set the schedule and work hours of the individual? | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 18 Does Pima County determine the order in which work is completed by the individual? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 19 Does Pima County have the right to discharge the individual at will? | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 20 Does Pima County pay the business or travel expenses of the individual? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 21 Does the individual provide services for more than one firm or the general public at the same time? | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

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

- | | Y |
|--|--------------------------|
| 22 Does the individual receive benefits from an ASRS program? | <input type="checkbox"/> |
| 23 Does the individual devote substantial, full-time work effort, to the business of Pima County? | <input type="checkbox"/> |
| 24 Does the individual provide substantially similar services to the general public as to Pima County? | <input type="checkbox"/> |
| 25 Does the individual provide substantially similar services to other firms as those to Pima County? | <input type="checkbox"/> |
| 26 Is the individual a former employee of Pima County? | <input type="checkbox"/> |

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	<input type="checkbox"/>	No
-----	--------------------------	----

Financial Operations Division Mgr. Signature	Date

**EXHIBIT E:
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 F:

Waiver (Do Not Include In Proposal)

PIMA COUNTY PUBLIC LIBRARY WAIVER AGREEMENT

Library Branch: _____ Class Name: _____

I _____, acknowledge that participation in this _____ class exposes me to possible risk of personal injury.

I hereby waive any and all claims which I may have against Pima County, the Pima County Public Library, their officers, directors, agents, contractors, or employees from any and all claims, liabilities, or losses resulting from my participation in this activity. I hereby agree to indemnify and hold harmless Pima County, the Pima County Library, their officers, directors, agents, contractors, or employees from any and all claims, liabilities, or losses resulting from my participation in this activity.

I hereby confirm that I have read and understand the above waiver.

Signature Date

Phone Number