



**GREEN VALLEY RECREATION, INC.**

**REQUEST FOR PROPOSALS GVR-26-02  
STRATEGIC PLAN AND  
PERFORMANCE MANAGEMENT**

**Issued by:**

**Green Valley Recreation, Inc.  
1070 S Calle De Las Casitas  
Green Valley, AZ 85614**

**Telephone: 520-625-3440**

**Issue Date: February 2, 2026**

**Submittal Due Date: March 2, 2026 at 2:00 p.m.**

**GREEN VALLEY RECREATION, INC.**  
**Request for Proposals GVR-26-02**  
**Strategic Plan and Performance Management**

Green Valley Recreation, Inc. (“Organization” aka “GVR”) requests sealed bid proposals from professional strategic planning and performance management firms or consultants to aid the Board of Directors in developing a new five-year strategic plan for fiscal years 2027-2031.

Copies of the RFP package, including a scope of work, submission requirements and affidavits, may be downloaded from the Organization’s website at [www.gvrec.gov](http://www.gvrec.gov). From the home page rollover About GVR, click on Careers, Bids, Proposals, scroll down to Bids & Requests for Proposals Requests for printed copies should be directed to the Administrative Offices, 1070 S Calle De Las Casitas, Green Valley, AZ 85614, Monday-Friday 10:00 a.m.–2:00 p.m. (telephone 520-625-3440).

Proposals in response to this RFP must be submitted in hard copy and an electronic copy in a sealed envelope, in accordance with the requirements specified in the RFP. Submissions should be marked **Strategic Plan and Performance Management, RFP GVR-26-02** and delivered to the **Administrative Offices, Green Valley Recreation, Inc., 1070 S Calle De Las Casitas, Green Valley, AZ 85614, no later than March 2, 2026 at 2:00 p.m.**

GVR is an Equal Opportunity Employer. Employment decisions are made without regard to race, color, religion, national origin, sex, ancestry, marital status, age, sexual orientation, gender identity, disability, or any other legally-protected characteristic.

The Organization reserves the sole and absolute right and discretion to reject any and all proposals in the best interest of the Organization.

The contact person for this solicitation is Scott Somers, Chief Executive Officer. Telephone: 520-625-3440. Email: [ssomers@gvrec.org](mailto:ssomers@gvrec.org).

**GREEN VALLEY RECREATION, INC.**  
**Request for Proposals GVR-26-02**  
**Strategic Plan and Performance Management**

**GENERAL INFORMATION**

GVR requests proposals from experienced, professional strategic planning and performance management consultants for services to aid the Board of Directors in developing a new strategic plan. Responses to this request are due by **March 2, 2026, at 2:00 p.m.** The Organization anticipates the project commencing in April 2026.

GVR is a non-profit organization serving the leisure and social needs of the adult retirement community of Green Valley, Arizona which is located 25 miles south of Tucson, Arizona. GVR owns and operates Administrative Offices, a Facility Management Building and 15 Recreation Centers, which includes a 24-court Pickleball Center and recreation activities center and cafe. GVR provides many services and activities to a private membership base of over 13,700 households (approximately 24,000 individuals). Hundreds of volunteers assist a dedicated staff to help operate year-round programs for both active and passive adult lifestyles. The most recent strategic plan includes the following five Strategic Goals, not listed in order of priority:

1. Provide excellent facilities for members to participate in a variety of social opportunities
2. Provide quality services and programs that effectively meet the recreational, social, and leisure education needs of our membership, allocating resources to support those programs
3. Promote increased involvement of members in GVR
4. Cultivate and maintain a sound financial base that generates good value for our members
5. Provide sound, effective governance and leadership for the corporation

**PROJECT DESCRIPTION**

The Organization's most recent five-year strategic plan will end in 2026, and the Board of Directors wish to develop a new five-year strategic plan. The 2022-2026 plan updated the mission and vision statements, strategic goals, initiatives, and strategies, in addition to an implementation action plan. The mission, vision, goals, etc. may be changed during the new plan development process. The implementation plan and performance measures will likely require a significant percentage of the consultant's time commitment on this project.

The new strategic plan should consider the former strategic plan and current operating and capital budgets. Additional general background information concerning the Organization can be found on its website, [www.gvrec.org](http://www.gvrec.org). Online documents represent community input through surveys, visioning, and resource allocation. This new plan will establish priorities, provide measurement tools, and shape Organization services and budget allocation to achieve the Organization's goals.

Input from GVR members and other stakeholder groups will be an integral part of developing a new strategic plan. The Board expects that a new draft FY27 – FY31 strategic plan will be ready for Board consideration in the summer of 2026.

### **PROPOSED SCOPE OF SERVICES**

The Organization wishes to hire an experienced strategic planning and performance management consultant who will have the following responsibilities:

- Provide proposed schedule of work.
- Review existing Organization documents and external data sources to compile information relevant to the Organization's new strategic plan and facilitate discussion with the Board of Directors.
- As part of the environment scan component, develop and administer (or subcontract) a random statistically significant survey of GVR members and an online member survey for those members who wish to participate but were not randomly selected.
- Design and lead a **recommended** number of GVR member focus groups and targeted stakeholder focus groups to identify existing strengths, weaknesses, opportunities, and threats, and to obtain input regarding the current vision, mission, and goals for the Organization.
- Design and facilitate a **minimum of one** session with the Board of Directors to identify existing strengths, weaknesses, opportunities, and threats and to report on the results of the member and stakeholder focus groups.
- Design and facilitate a **recommended** number of sessions with the Board of Directors and staff to review and possibly modify the Organization's mission and vision, and develop goals and specific strategies, for achievement over the next five years.
- Lead the Board of Directors and staff in developing action items directly connected to Organization departments and resources and which will achieve the Organization's goals.
- Develop performance measures and a reporting plan for each department to help monitor implementation of the action items to fulfill the strategic plan's objectives.
- Facilitate a **minimum of one** session with department directors to communicate and train staff on the implementation of the plan and performance measures.
- Receive feedback on draft goals and plan components and prepare the final planning document. The goals, strategies, and action items of the final strategic plan should direct the work of the Board of Directors and all Organization departments for the next five years.
- Strategic plan documents should be provided to the Organization in Microsoft Word format to facilitate use by the Organization. Final documents should be provided in both Microsoft Word format as well as in PDF format suitable for posting to the Organization's website.

The Organization will have the following responsibilities to support the consultant's work under the Agreement:

- Provide the consultant with existing Organization documents including the above-mentioned plans.

- Publicize the focus group sessions and conduct outreach to maximize member participation.
- Provide the facilities and/or technology for the focus group sessions.
- Schedule Board members and staff to participate in strategic planning sessions and other meetings as appropriate.
- Record the sessions.

If the consultant believes that a different process or different responsibilities would result in a stronger plan and implementation, the Organization would like to see the consultant's proposed process and pricing.

### **SUBMISSION REQUIREMENTS**

Documents to be submitted with Proposal include an original, two copies, and one electronic copy of each of the following:

- Bid Proposal Form - An authorized representative who can make a binding commitment for the firm must sign the Bid Proposal Form.
- Information Regarding the Bidder Form, including three references with complete contact information for three different strategic planning projects completed within the past five years.
- Non-Collusion Affidavit.
- Affidavit with Respect to Non-Conviction, Non-Suspension, and False Pretenses.
- A written proposal outlining the recommended process and schedule for completing the above tasks.
- A budget for the project based on the tasks listed or proposed. The budget should clearly indicate the cost for distinct parts of the project, such as the document review, facilitated sessions, plan development, and performance measurement. Optional services, proposed savings, estimated travel expenses, or services proposed in lieu of services in the RFP should be listed separately.
- Resumes and hourly rates for key personnel.

**NO BID BOND IS REQUIRED IN CONNECTION WITH BID SUBMITTAL.**

All materials submitted in response to this Request for Proposals will become the property of GVR. The Organization agrees, to the extent permitted by law, to hold in strictest confidence all material and information belonging to the bidder which it deems to contain confidential business or financial information.

### **REVIEW OF QUALIFICATIONS**

The Organization will review all submissions for responsiveness to this RFP. Individuals, firms or teams will be given consideration. The review will consider the experience of the individual, firm, or firms; the experience of the individuals proposed to work on the project; recent work on similar projects; project references; and fee structure. The Organization will select the most qualified individuals, firms or teams to be interviewed for the project. The Organization may request additional information and reserves the right to reject any or all proposals as is in its best interest.

## **AWARD OF CONTRACT**

Bidders may bid only on the entire Project. The Board of Directors of GVR will select the successful bidder. In determining which proposal is best, the Organization will take into consideration the bid price and the experience, qualifications, references, responsibility, and current availability of the bidder to perform the work. The Organization reserves the right to exercise its sole discretion to best serve the interests of the Organization. Except where the Organization exercised the right reserved herein to reject any or all proposals, each Agreement will be awarded on a per unit price or lump-sum basis, as is in the best interest of GVR.

The successful bidder shall be required to execute an Agreement in a form satisfactory to the Organization, in substantially the same form as attached. GVR reserves the right to cancel the Award of the Agreement at any time prior to execution of the Agreement without liability on the part of the Organization.

## **EXECUTION OF THE AGREEMENT**

The successful Bidder must execute the Agreement within 10 business days after the award and submit such other Documents and insurance certificates as required by the Contract Documents. Failure by the Consultant to execute the Agreement and submit such other documents as required by the Contract Documents shall be just cause for annulment of the Award.

A bidder may submit only one proposal for the Agreement. More than one proposal from an individual, firm or partnership, corporation or association under the same or different names will not be considered on any given Agreement and will be considered grounds for disqualification and/or rejection of the proposals involved, unless prior approval has been given by the Organization.

## **INVITATIONS TO SUBMIT PROPOSALS A COURTESY**

This invitation to bid may be sent as a courtesy to known interested parties. The receipt of this request for proposals from GVR in no way implies that the recipient is a qualified bidder.

## **INTERPRETATIONS**

All questions about the meanings or intent, discrepancies or omissions of the Contract Documents shall be submitted via email to Scott Somers, Chief Executive Officer, e-mail: [ssomers@gvrec.org](mailto:ssomers@gvrec.org) by Friday February 13, 2026 at 2:00 p.m. The written responses, including any changes to the RFP, become part of the Contract Documents and will be posted on the Organization website as an addendum by 5:00 p.m. Tuesday February 17, 2026. It is the responsibility of each Bidder to visit the Organization's website at [www.gvrec.org](http://www.gvrec.org) from the home page rollover About GVR, click on Careers, Bids, Proposals, scroll down to Bids & Requests for Proposals

## **CONTRACT TERM**

Work under the Agreement is expected to begin in April 2026. The date upon which all deliverables under the Agreement are due shall be determined as part of the proposal

process, but the anticipated period for all deliverables is before September 30, 2026, unless otherwise agreed upon by the parties.

## **MODIFICATION OF BID DOCUMENTS**

The right is reserved, as the interests of the Organization may require, to revise or amend proposal specifications prior to the date set for opening bids and to postpone the date set for opening bids.

## **OTHER REQUIREMENTS AND INFORMATION**

### *Liability*

The Selected Consultant agrees to defend, indemnify and hold harmless GVR, its employees, officers, agents, and representatives, from any and all claims and liability directly and/or indirectly resulting from the activity of the Consultant, its subcontractors, agents or employees in the execution of the contract and/or the work to be completed pursuant to this RFP.

### *Insurance*

*The following Insurance requirements are made a part of this RFP:*

- Comprehensive General Liability
- Professional Liability
- Automobile Liability
- Workers Compensation

The Organization shall be named as an Insured on the Comprehensive General Liability Insurance, the Automobile Fleet Insurance, and the Property Damage Insurance. The Consultant shall provide a Certificate of Insurance to the Organization within ten business days after the award of the Agreement. The Certificate shall demonstrate that the Consultant has complied with the requirements of this section and be in a form acceptable to the Organization.

### *Billing*

Invoices shall be submitted in quarterly intervals based on the project timeline, documenting hours worked and describing work performed.

### *Required Certification*

When submitting a bid, the Bidder must certify:

That the Bidder does not discriminate on the basis of age, race, color, creed, pregnancy, religion, national origin, ancestry, disability, marital status, sex, sexual orientation, gender identity, physical characteristic or other unlawful basis of discrimination.

### *Project Contact*

Scott Somers, Chief Executive Officer  
Green Valley Recreation, Inc.  
1070 S Calle De Las Casitas  
Green Valley, AZ 85614  
telephone: 520-625-3440  
e-mail: [ssomers@gvrec.org](mailto:ssomers@gvrec.org)

BID PROPOSAL FORM (2 PAGES)

**Strategic Plan and Performance Management RFP- GVR-26-02**  
**Green Valley Recreation, Inc.**

GREEN VALLEY RECREATION, INC.  
Administrative Offices  
1070 S Calle De Las Casitas  
Green Valley, AZ 85614

BID DUE DATE: March 2, 2026  
TIME: 2:00 pm

\_\_\_\_\_  
(Name of Bidder)

hereby submits the following proposal for **Strategic Planning and Performance Management**. Having carefully examined the Request for Bid Proposals, Instructions to Bidders, the proposed Agreement and **addenda numbered** \_\_\_\_\_ (complete if any addenda were issued, or enter "None"), and having received clarification on all items of conflict or upon which any doubt arose, and understanding that all unit prices bid will remain in effect throughout the term of the Agreement, whether completed at one time or in interrupted phases, the undersigned proposes to furnish all labor, equipment, materials, etc., required for the entire work, all in strict accordance with the Contract Documents, for the stipulated sum of:

**Professional Services for Strategic Planning and Performance Management**  
**– Not to Exceed**

\_\_\_\_\_  
(Written)

\$ \_\_\_\_\_  
(Figures)

Listing of Personnel Performing the Contract Work and Hourly Billing Rates:

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**SPECIAL TERMS AND CONDITIONS:**

- A. Failure to properly and completely fill in all blanks may be cause for rejection of this proposal.
- B. It is understood that the proposal price will be firm for a time period of one hundred eighty (180) calendar days from the proposal opening date, and that, if the undersigned is notified of acceptance of this proposal within this time period, the Bidder shall execute an Agreement for the above stated compensation.
- C. In submitting this bid, the Bidder certifies that the Bidder does not discriminate on the basis of age, race, color, creed, pregnancy, religion, national origin, ancestry, disability, marital status, sex, sexual orientation, gender identity, physical characteristic or other unlawful basis of discrimination.

Name of Bidder:

\_\_\_\_\_

Name of individual authorized to bind the Bidder:

\_\_\_\_\_

Signature:

\_\_\_\_\_

Federal ID Number:

\_\_\_\_\_

Date:

\_\_\_\_\_

How did you learn about this RFP?

☐ GVR Staff

☐ findrfp.com

☐ Other (please specify):

\_\_\_\_\_

TO BE SUBMITTED WITH BID

**INFORMATION REGARDING THE BIDDER**

Name of Bidder: \_\_\_\_\_  
(Individual/Firm/Corporation)

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ FAX: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

2. Please provide the following information concerning work that you have done within the last five (5) years which is similar to the Bid work.

FOR WHOM PERFORMED	CONTRACT AMOUNT	DATE COMPLETED	CONTACT'S NAME/ TELEPHONE NUMBER
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_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

3. Please provide at least three references, including any Arizona non-profit or governmental units or agencies for whom you have worked on a similar project. Include the name and telephone number of your contact with each reference.

_____	_____
_____	_____
_____	_____
_____	_____

4. Identify all subcontractors that you intend to use in performing the work under the Contract and specify the work each is expected to perform.

_____
_____

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Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

Name of Bidder:

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By:

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Printed Name:

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Title:

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TO BE SUBMITTED WITH BID

## Non-Collusion Affidavit

The following affidavit is attached hereto and made a part thereof:

STATE OF \_\_\_\_\_)

ss:

CITY/COUNTY OF \_\_\_\_\_)

\_\_\_\_\_being first duly sworn, deposes and say:

That he/she (name of affiant)

is the \_\_\_\_\_  
(Title)

of \_\_\_\_\_  
(Name of Corporation)

(or a partner of \_\_\_\_\_).  
(Name of Partnership)

The party making the foregoing Proposal; that (they have not) (no officer of the said Corporation has) (no member of the said Partnership has) nor has any person, firm or corporation acting on (his) (its) (their) behalf, agreed, conspired, connived or colluded to produce a deceptive show of competition in the compilation of the Proposal being submitted herewith; and that (they) (the said Corporation) (the said Partnership) has not in any manner, directly or indirectly entered into any Agreement, participated in any Collusion to fix the Proposal Price of the Proposer herein or any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the within Proposal is submitted; that in making this Affidavit, the Affiant represents that he/she has personal knowledge of the matters and facts herein stated. I HEREBY CERTIFY UNDER THE PENALTIES OF PERJURY THAT THE FOREGOING IS TRUE TO THE BEST OF MY KNOWLEDGE AND INFORMATION

\_\_\_\_\_  
(SEAL)

To be signed by Proposer, if the Proposer is an Individual, or by a Partner, if the Proposer is a Partnership, or by a duly authorized Officer, if the Proposer is a Corporation

TO BE SUBMITTED WITH BID

**Affidavit with Respect to Non-Conviction, Non-Suspension, and False Pretenses**

I hereby affirm that: (1) I am the \_\_\_\_\_ (Title) and duly authorized by \_\_\_\_\_ (Name of Business and that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting.

Representative of \_\_\_\_\_ (Name of Business Entity) whose address is \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

- (1) Except as described in Paragraph 7 below, neither I nor the Business Entity nor, to the best of my knowledge, any of its officers, directors, or partners or any of its employees directly involved in obtaining contracts with the state, or any county, bi-county or multi-county agency or subdivision of the state have been convicted, or in an official investigation or other proceeding admitted in writing or under oath, acts or omissions which constitute bribery, attempted bribery or conspiracy to bribe under the laws of any state or the federal government (conduct prior to July 1, 1977 is not required to be reported); and
- (2) Except as described in Paragraph 7 below, neither I nor the Business Entity nor, to the best of my knowledge, any of its officers, directors, or partners or any of its employees are directly involved in obtaining contracts with the state, or any county, bi-county or multi-county agency or subdivision of the state have been convicted under a state or federal law or statute; and
- (3) Except as described in Paragraph 7 below, neither I nor the Business Entity nor, to the best of my knowledge, any of its officers, directors, or partners or any of its employees who will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction have been debarred or suspended under this subtitle.
- (5) Except as described in Paragraph 7 below, neither I nor the Business Entity nor, to the best of my knowledge, information and belief, any officer, director, partner, member or associate thereof; nor any of its employees directly involved in obtaining contracts with the Organization, have been convicted of false pretenses, attempted false pretenses or conspiracy to commit false pretenses under the laws of any state or federal government, based upon acts committed after July 1, 1981.

- (6) State “none” below or, as appropriate, list any suspension, debarment, conviction, plea or admission described in Paragraph 2 - 6 above, with the circumstances, date, court, official or administrative body, the individuals involved and their position with the firm, and the sentence or disposition, if any.

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I acknowledge that this affidavit is to be furnished, where appropriate, to GVR. I acknowledge that, if the representations set forth in this affidavit are not true and correct, GVR may terminate any contract awarded and take any other appropriate actions.

I do solemnly declare and affirm under the penalties of perjury that the contents of the affidavit is true and correct.

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Date

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Signature

Name:

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Title:

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**SAMPLE CONSULTANT AGREEMENT**  
**Green Valley Recreation, Inc.**

**Strategic Plan and Performance Management RFP GVR-26-02**

**THIS CONSULTANT AGREEMENT** (the “Agreement”) is made this \_\_\_\_\_ day of \_\_\_\_\_, 2026, by and between the GREEN VALLEY RECREATION, INC. (the “Organization” aka “GVR”), a non-profit corporation in the State of Arizona, whose address is 1070 S Calle De Las Casitas, Green Valley, AZ 85614, telephone: 520-625-3440 and \_\_\_\_\_ (hereinafter referred to as “Consultant”) whose address is \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**WHEREAS**, Consultant desires to act for the Organization as professional strategic planning consultants to aid the Board of Directors in developing a new five-year strategic plan and performance management plan.

**WHEREAS**, the Organization desires that Consultant provide such services.

**NOW, THEREFORE**, in consideration of the premises and mutual promises herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**1. Appointment.** The Organization hereby engages Consultant, as an independent professional strategic planner and not as an agent or employee of the Organization, to provide professional strategic planning services to aid the Board of Directors in developing a new five-year strategic plan and performance management plan, and Consultant hereby accepts such work, subject to the terms and provisions of this Agreement.

**2. Scope of Services.** Pursuant to the Agreement, the Consultant agrees to furnish all the material and perform all the work in compliance with the requirements and standards contained in the Contract Documents, as defined herein. All work shall be performed in accordance with the standards in the industry. The following Consultant services are included as part of this Agreement:

- Provide proposed schedule of work.
- Review existing Organization documents and external data sources to compile information relevant to the Organization's new strategic plan and facilitate discussion with the Board of Directors.
- As part of the environmental scan component, develop and administer (or subcontract) a random statistically significant survey of GVR members and an online member survey for those members who wish to participate but were not randomly selected.
- Design and lead a **recommended** number of GVR member focus groups and targeted stakeholder focus groups to identify existing strengths, weaknesses, opportunities, and threats, and to obtain input regarding the current vision, mission, and goals for the Organization.
- Design and facilitate a **minimum of one** session with the Board of Directors to identify existing strengths, weaknesses, opportunities, and threats and to report on the results of the member and stakeholder focus groups.
- Design and facilitate a **recommended** number of sessions with the Board of Directors and staff to review and possibly modify the Organization's mission and vision, and develop goals and specific strategies, for achievement over the next five years.
- Lead the Board of Directors and staff in developing action items directly connected to Organization departments and resources and which will achieve the Organization's goals.
- Develop performance measures and a reporting plan for each department to help monitor implementation of the action items to fulfill the strategic plan's objectives.
- Facilitate a **minimum of one** session with department directors to communicate and train staff on the implementation of the plan and performance measures.
- Receive feedback on draft goals and plan components and prepare the final planning document. The goals, strategies, and action items of the final strategic plan should direct the work of the Board of Directors and all Organization departments for the next five years.
- Strategic plan documents should be provided to the Organization in Microsoft Word format to facilitate use by the Organization. Final documents should be provided in both Microsoft Word format as well as in PDF format suitable for posting to the Organization's website.



The Organization will have the following responsibilities to support the consultant's work under the Agreement:

- Provide the consultant with existing Organization documents including the above-mentioned plans.
- Publicize the focus group sessions and conduct outreach to maximize member participation.
- Provide the facilities and/or technology for the focus group sessions.
- Schedule Board members and staff to participate in strategic planning sessions and other meetings as appropriate.
- Record the sessions.

**3. Dates of Work.** The Consultant agrees to commence work on or about April 1, 2026 and shall complete all contract work on or before September 30, 2026, unless agreed upon otherwise by the parties. All work shall be performed pursuant to a work schedule submitted by the Consultant. It is understood by the parties hereto that time is of the essence in the completion of the services under this Agreement.

**4. Contract Price.** The Organization agrees to pay the Consultant, as consideration for the Consultant's satisfactory performance of all obligations under this Agreement, a sum not to exceed \_\_\_\_\_, which shall include all incidental costs including, but not limited to, travel, printing, copying, binding, telephone, drawings, diagrams and photographs.

Additional services related to this project shall be provided by the Consultant on an as-needed basis as directed by the Organization in writing. Such services shall be billed to the Organization at the hourly rates established by the bid form. Invoices for payment of services may be submitted on a quarterly basis and must be accompanied by daily time sheets detailing the work done, and any other documentation required by the Organization. Invoices will be paid after approval. In no event shall the amount billed by the Consultant exceed that amount attributed to the work completed as of the date of the bill.

**5. Contract Documents.** This Agreement and the following enumerated documents, which are incorporated by reference as if fully set forth herein, form the Agreement and are termed the Contract Documents:

Proposal forms submitted by Consultant and attachments thereto;  
Bid Proposal Form, and attachments thereto;  
Information Regarding the Bidder Form;  
Required affidavits and certifications;  
Schedule of Work

**6. Other Payments, Expenses, Taxes.** The Organization will not be responsible for any cost or expenses of operation of any kind associated with Consultant's provision of services pursuant to this Agreement, except as set out herein. Consultant shall be entitled to no fees, bonuses, contingent payments, or any other amount in connection with the services to be rendered hereunder except as set out herein. The parties hereto further agree that the Organization shall have no obligation to reimburse, pay directly, or otherwise satisfy any expenses of the Consultant in connection with the performance of the obligations under this Agreement.

It is expressly understood and acknowledged by the parties hereto that the fees payable hereunder shall be paid in the gross amount, without reduction for any federal or state withholding or other payroll taxes, or any other governmental taxes or charges. The parties hereto further recognize that Consultant, as an independent Consultant of the Organization, is responsible for directly assuming and remitting any applicable federal or state withholding taxes, estimated tax payments, Social Security payments, unemployment compensation payments, and any other fees, taxes, and expenses whatsoever. In the event that Consultant is deemed not to be an independent Consultant by any local, state or federal governmental agency, Consultant agrees to defend, indemnify and hold harmless the

Organization for any and all fees, costs and expenses, including, but not limited to, attorneys fees incurred thereby.

7. **Insurance.** Consultant will purchase and maintain during the entire term of this Agreement, comprehensive general liability insurance, professional errors and omissions insurance, and workers' compensation insurance with limits of not less than those set forth below. On each policy, Consultant will name GVR as an additional insured:

**Comprehensive General Liability Insurance**

Comprehensive General Liability Insurance including Bodily Injury and Property Damage with a combined single limit of \$1,000,000 per occurrence/ \$2,000,000 aggregate limit. The policy shall include completed operations and contractual liability coverage in favor of GVR, Inc.

**Professional Errors and Omissions Insurance**

The Consultant shall maintain a policy with limits of not less than \$1,000,000 each occurrence/ \$2,000,000 aggregate. Claims made policy form is acceptable. Self-insured retention maximum at \$5000.00 per claim matter.

**Automobile Liability Coverage**

Automobile fleet insurance \$1,000,000.00 for each occurrence/ aggregate; includes both Bodily Injury and Property Damage – combined single limit.

**Workers' Compensation Insurance**

Consultant shall comply with the requirements and benefits established by the State of Arizona for the provision of Workers' Compensation insurance. Arizona statutory limits are required 100,000/ each accident, 100,000/disease policy limit, 100,000/disease each employee. Waiver of Subrogation in favor of GVR, Inc is required. Sole Proprietor representation needs prior approval with completion of Sole Proprietor disclosure form. The

Organization will deduct a predetermined percentage of each payment to any Consultant who has failed to provide a Certificate of Insurance for Workers' Compensation, in order to defray coverage costs of the Organization. This percentage is subject to change. The Consultant will be provided notification of any change. All Corporations are required to provide Workers' Compensation Certificates of Insurance. Firms using employee staffing agencies, employee leasing agencies require compliance as required under this provision and must be disclosed prior to contract signing. Approval of GVR, Inc is mandatory under the terms of this contract agreement.

Consultant covenants to maintain insurance, in these amounts, which will insure all activities undertaken by Consultant on behalf of the Consultant under this Agreement. The Consultant shall receive 30 days prior written notice of any amendment, reduction or elimination of the insurance coverage required herein. Copies of the certificates of insurance for all required coverage shall be furnished to the Organization prior to beginning work.

Provision of any insurance required herein does not relieve consultant of any of the responsibilities or obligations assumed by the consultant in the contract awarded, or for which the Consultant may be liable by law or otherwise. Provision of such insurance is not intended in any way to waive the Organization's immunities or any damage limits applicable to a 501(c)(4) as provided by law.

**8. Indemnification.** The Consultant shall defend, indemnify and save harmless the Organization, its officers, employees and agents, from all suits, actions and damages or costs of every kind and description, including attorneys' fees, arising directly or indirectly out of the performance of the Agreement, whether caused by the negligent or willful act or omission on the part of the Consultant, its agents, servants, employees and subcontractors.

**9. Licenses, Applicable Laws.** Consultant will be responsible for obtaining any and all licenses pertaining to performance of work under the Agreement. All services and materials provided by Consultant shall conform to all applicable laws and regulations.

**10. Materials and Standard of Work.** All work performed and material provided pursuant to this Agreement shall be in conformance with standards and specifications applicable in the industry. All work shall be performed in a neat and workmanlike manner by trained and experienced personnel. Defective or unsuitable materials or workmanship shall be rejected and shall be made good by the Consultant at Consultant's expense, notwithstanding that such deficiencies have been previously accepted or were due to no fault of the Consultant.

**11. Subcontracting.** The Consultant may subcontract work required under this Agreement with the consent of the Organization. If the Consultant wishes to subcontract any of the said work, it must provide subcontractor names, addresses, and telephone numbers and a description of the work to be done. The Consultant is not relieved of primary responsibility for full and complete performance of any work identified to the subcontractor. There shall be no contractual relationship between the Organization and the subcontractor.

**12. Accurate Information.** The Consultant certifies that all information provided in response to the invitation to bid or other requests for information is true and correct. Any false or misleading information is grounds for the Organization to reject the bid and terminate this Agreement.

**13. Errors in Specifications.** The Consultant shall take no advantage of any error or omission in the specifications. The Organization shall make such corrections and interpretations as may be deemed necessary and that decision shall be final.

**14. Construction and Legal Effect.** This Agreement, including all Contract Documents, constitutes the entire understanding between the parties. No modification or addition to this Agreement shall have any effect unless made in writing and signed by both parties hereto.

**15. No Assignment.** This Agreement shall not be assigned or transferred by Consultant, whether by operation of law or in any other manner, without prior consent in writing from the Organization. In the event of insolvency of either party, this Agreement shall terminate immediately at the election of the other party.

**16. Relief.** The Consultant recognizes the substantial and immediate harm that a breach or threatened breach of this Agreement will impose upon the Organization, and further recognizes that in such event monetary damages may be available to the Organization. Accordingly, in the event of a breach or threatened breach of this Agreement, Consultant consents to the Organization's entitlement to seek ex parte, preliminary, interlocutory, temporary or permanent injunctive, or any other equitable relief, protecting and fully enforcing the Organization's rights hereunder and preventing the Consultant from further breaching any of its obligations set forth herein. Nothing herein shall be construed as prohibiting the Organization from pursuing any other remedies available to the Organization at law or in equity for such breach or threatened breach, including the recovery of damages from Consultant.

**17. Termination for Default.** Notwithstanding anything to the contrary herein, this Agreement may be terminated upon the failure of the Consultant to deliver work, supplies, materials, or services in a timely manner, to correct defective work or materials, to act in good faith, or to carry out the work in accordance with Contract Documents, each of which shall constitute a breach of this Agreement. In such event, the Organization may give

written notice to the Consultant to cease work until the cause for such order has been eliminated. Should the Consultant fail to correct such default within 24 hours after receipt of the written notice, the Organization may terminate this Agreement. This provision shall not limit the Organization in exercising any other rights or remedies it may have.

**18. Termination for Convenience.** The performance of work or delivery of services under this Agreement may be terminated in whole or in part at any time upon written notice when the Organization determines in its sole and absolute discretion that such termination is in its best interest. The Organization will be liable only for labor, materials, goods, and services furnished prior to the effective date of such termination.

**19. Notices.** All notices shall be sufficient if delivered in person or sent by certified mail to the parties at the following addresses:

**FOR THE ORGANIZATION:**

Scott Somers, Chief Executive Officer  
Green Valley Recreation, Inc.  
1070 S Calle De Las Casitas  
Green Valley, AZ 85614  
Telephone: 520-625-3440

**FOR THE CONSULTANT:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**20. Attorney's Fees and Costs.** In the event of any breach or failure by a party to fulfill any term, covenant or provision of this Agreement, the breaching party shall be responsible for any and all attorney's fees and costs and expenses incurred on account of such breach.

**21. Enforcement Provisions.** The failure of the Organization or Consultant, at any time, to enforce any of the provisions of this Agreement, or any right with respect thereto, will in no way be construed to be a waiver of such provisions or right, or in any way to affect the validity of this Agreement. The exercise by either party of any rights under this Agreement shall not preclude or prejudice the subsequent exercise of the same or any other rights under this Agreement.

**22. Governing Law.** This Agreement shall be governed by the laws of the State of Arizona, excluding its conflict of law rules, as if this Agreement were made and to be performed entirely within the State of Arizona. Venue and Jurisdiction for any dispute arising under this Agreement shall be the state and federal courts located in Pima County, Arizona.

**23. Severability.** If any term or provision of this Agreement shall be held invalid or unenforceable to any extent, the remainder of this Agreement shall not be affected thereby, and each term and provision of this Agreement shall be enforced to the fullest extent permitted by law.

**24. Set-Off.** In the event that Consultant shall owe an obligation of any type whatsoever to the Organization at any time during the term hereof or after termination of the relationship created hereunder, the Organization shall have the right to offset any amount so owed by the Consultant against any compensation due the Consultant from the Organization.

**25. Materials.** Materials produced under this Agreement shall be considered Official Products of Work, owned by GVR. With permission from the Organization, the Consultant may share/use these Products with other existing and future clients.



Materials independently developed and owned by the Consultant or by other authors and third parties, and which may be used in the fulfillment of this Agreement, remain the property of their authors or owners. Subsequent use of such materials by the Organization shall require written permission of the Consultant or other author(s) thereof.

Information contained in documents that may be given to the Consultant for review remain the property of the Organization and may not be duplicated or distributed or otherwise published without the express consent of the Organization. Material provided to the Consultant for review shall be returned to the Organization upon completion of the task.

The Consultant understands that information and records provided to or made available about participants and clients or services during the performance of this Agreement are considered confidential and shall not be used for any purpose other than to perform the required services. Regardless of the data format, the Consultant agrees that it, and any of its employees, shall not disclose or allow disclosure of any such data or derivatives of it to any third party without the written permission of the Organization. Any copies of such records made during performance of this Agreement shall be returned to the Organization upon the expiration of the Agreement.

**26. Jury Waiver.** The parties hereby voluntarily, knowingly, irrevocably and unconditionally waive any right to have a jury participate in resolving any dispute (whether based upon contract, tort or otherwise) between or among the parties arising out of or in any way related to this agreement or any relationship between the parties. This provision is a material inducement to each party to enter into this agreement.

**27. Counterparts.** This agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This agreement shall be binding when one or more counterparts hereof, individually or taken together, shall bear the signatures of the parties reflected hereon as signatories. Any signatures that are delivered via facsimile or other electronic means shall have the same effect as executed original signatures.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement under seal the day and year first written above.

GREEN VALLEY RECREATION, INC.

ATTEST:

BY:

\_\_\_\_\_  
Nanci Moyo,  
Administrative Supervisor

\_\_\_\_\_  
Scott Somers,  
Chief Executive Officer

CONSULTANT

WITNESS:

BY:

\_\_\_\_\_  
Printed Name:

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title:

\_\_\_\_\_  
Title