



**REQUEST FOR  
APPLICATIONS (RFA)  
FOR  
ENRICHMENT PROGRAM  
INSTRUCTORS**

*“Building Strong Families  
Through the Provision of  
Educational, Creative, and  
Recreational Opportunities”*

# REQUEST FOR APPLICATIONS

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Request for Applications (RFA) for Enrichment Program Instructors

Issue Date: October 23, 2019

Submittal Deadline: Continuous Filing

All Applications from each Instructor must be submitted as (1) hard copy printed version of the application packet within a sealed envelope to:

Vicki Vivian, CMC  
City Manager / City Clerk  
City of Benson / City Hall  
120 West 6th Street, Benson, Arizona 85602

**PROJECT BACKGROUND AND GOALS**

The City of Benson is dedicated to building strong families through the provision of educational, creative, and recreational opportunities.

This Request for Applications (RFA) is intended to obtain Applications from Enrichment Instructors who can provide programs designed for preschoolers, school age children, teens, adults, families and seniors.

The City of Benson is currently seeking applications from prospective Instructors who wish to teach classes at the City of Benson Community Center located at 705 West Union Street, Benson, Arizona 85602. Programming may expand to other locations. The City of Benson’s intent is to provide a wide variety of free or affordable programs to its residents and non-residents.

# Request for Applications for Enrichment Program Instructors

Programs may include:

Aerobics, Arts and Crafts, Computer Classes, Dance Classes, Drawing, Needle Craft, Photography, Pilates, Singing, Sign Language, Stretching and Strengthening, Table Games, Tai Chi, Yoga, Zumba.

Our goal is to:

1. Provide a broad range of offerings that contribute to the development of our community.
2. Find qualified instructors with knowledge or skills specific to their topic of instruction.
3. The City of Benson will:
  - \* provide the instructional space that facilitates an appropriate learning environment for our offerings,
  - \* Collect all class fees for each program,
  - \* Post class opportunities on the City of Benson's Community Center website.

## **SCOPE OF SERVICES**

All Applications must meet or exceed the requirements contained herein.

### **Staffing:**

The Instructors shall provide experienced instructional staff for each program offered. All members of the instructional staff who will be instructing, facilitating or operating one or more of these programs must be 18 years of age or older. If a staff member under the age of 18 is instructing, facilitating, or operating one or more program sessions, then he/she must be accompanied by an adult member for the duration of the session.

If the program offered requires any sort of certification and/or licensure, then the Instructor shall provide copies of appropriate certifications and/or licenses with their application

An appropriate ratio of adult instructors to participants shall always be maintained as determined by agreement between the Instructor and the Program Coordinator.

## Request for Applications for Enrichment Program Instructors

All Instructor staff to be assigned to programs serving children will authorize the City of Benson Parks and Recreation Department to conduct all legal background checks, and investigations that it believes are appropriate in its discretion.

### **All Instructors and their staff shall:**

1. Provide participants with safe, well-organized, classes or workshops.
2. Provide any necessary notifications to participants such as emergency class cancellations.
3. Instructor will be provided an Attendance Sheet for each class and is asked to turn in the completed sheet at the end of each class held.
4. Positively encourage every participant.
5. Demonstrate kindness and patience toward every participant.
6. Notify parents or legal guardians of minors when any behavioral problem has been evident and work calmly, patiently and attentively with the parents to resolve the problem.
7. Provide a safe environment at all times for all participants.
8. Reimburse the City for damages caused to any City property or facilities as a result of the programming.
9. Defend and Hold Harmless Agreement. The City of Benson will supply a hold harmless agreement for every Instructor and participant. All Instructors are responsible for collecting these hold harmless agreement forms from each student before they participate in a program. Turn these forms into Dorthey Moncada at the Community Center.

### **GENERAL INFORMATION**

The City of Benson reserves the right to decide if a particular Instructor is more responsive than another and to select that Instructor based on review of the submitted application only.

The City of Benson reserves the right to reject individual firm members, firms, and subcontractors and request substitution without indicating any reason.

Respondents to this RFA do so entirely at their expense. There is no expressed or implied obligation by the City to reimburse any individual or firm for any costs incurred in preparing or submitting responses, for providing additional information when requested by the City or for participating in any selection demonstrations or interviews.

Request for Applications   
for Enrichment Program Instructors

These classes and programs will be held Monday thru Friday only.

No classes and programs will be held on weekends or Holidays, which are as follows:

New Year's Day, Martin Luther King Jr.'s Birthday, Presidents Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving, Day after Thanksgiving, Christmas Day.

Whenever a holiday falls on a Saturday, it is observed on the preceding Friday.

Whenever a holiday falls on a Sunday, it shall be observed the following Monday.

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**Vicki Vivian, CMC**  
**City Manager / City Clerk**  
**City of Benson / City Hall**  
**120 West 6<sup>th</sup> Street, Benson, Arizona 85602**

**Applicant Information**

Full Name: \_\_\_\_\_ Date: \_\_\_\_\_  
*Last First M.I.*

Address: \_\_\_\_\_  
*Street Address Apartment/Unit #*

\_\_\_\_\_ *City State ZIP Code*

Phone: \_\_\_\_\_ Email \_\_\_\_\_

Description of Class Offered (print clearly, if you run out of room, please use extra sheet):

# Request for Applications for Enrichment Program Instructors

**Are you a citizen of the United States?**

YES  NO

If no, are you authorized to work in the U.S.? YES  NO

Have you taught this class before?

YES  NO

Please explain your qualifications and list locations you have taught before (print clearly, if you run out of room, use extra sheet):

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As an Instructor, I am proposing the following (see Example below for questions):

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

Class Age Group: \_\_\_\_\_

Class Size, Maximum: \_\_\_\_\_

Class Duration: \_\_\_\_\_

Preferred –  
Days and Times: \_\_\_\_\_

Alternative –  
Days and Times: \_\_\_\_\_

Providing the following Instructional Materials –  
For Motivation and Demonstration: \_\_\_\_\_

**EXAMPLE ONLY:**

*Class Title is Yoga Gold.  
Class Age Group is over 55.  
Class Size Maximum is 15.  
Class Duration is 1 Hour.  
Preferred Days and Times are every Tuesday and Thursday morning from 9 AM to 10 AM.  
Alternative Days and Times are every Tuesday and Thursday from 2 PM to 3 PM.  
Providing black and white copies of yoga poses and sequence to all Participants.*

**References**

*Please list three professional references.*

Full Name: \_\_\_\_\_ Relationship: \_\_\_\_\_  
Company: \_\_\_\_\_ Phone: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

Full Name: \_\_\_\_\_ Relationship: \_\_\_\_\_  
Company: \_\_\_\_\_ Phone: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

Full Name: \_\_\_\_\_ Relationship: \_\_\_\_\_  
Company: \_\_\_\_\_ Phone: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

**Program Outcomes**

Please list up to three outcomes, by priority, using measurable action phrases such as: increase energy, reduce stress, build muscle, demonstrate..., learn..., analyze ...;

“As a result of their experience in this class program, participants will be able to ...”

**Compensation**

Please explain what you feel would be fair compensation for teaching this class. We understand that some instructors are doing this for their own exercise or social activity and are waiving compensation.

Please state your proposed compensation for the program you are proposing. In addition, the Community Center will work with you to determine the minimum number of registrants required for each class. Also please clarify if you are bringing in staff members to assist you with the class.

**PLEASE READ THESE CONTRACT TERMS AND CONDITIONS  
CAREFULLY BEFORE SIGNING.**

**We recommend you keep a copy of these Terms and Conditions for your own reference.**

**Independent Contract Agreement**

The City of Benson hereby selects this Program Instructor to be an Independent Contractor for the following special interest activity:

**CLASS:** \_\_\_\_\_

**Defend, Hold Harmless, and Indemnification Agreement**

To the fullest extent permitted by law, the Instructor shall indemnify, defend and hold harmless the City and each Council Member, Officer, Employee, Attorney or Agent thereof (the City and any such person being herein called an "Indemnified Party"), for, from, and against any and all losses, claims, damages, liabilities, costs, and expenses (including, but not limited to, reasonable attorney fees, court costs, and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever ("Claims"), insofar as such Claims (or actions in respect thereof) relate to, arise out of, or are caused by or based upon the negligent acts, intentional misconduct, errors, mistakes or omissions, in connection with the work or services of the Instructor, its officers, employees, agents, or any tier of subcontractor in the performance of this Agreement.

**Subcontractors:** If any work under this Agreement is subcontracted in any way, Instructor shall execute written agreements with its subcontractors containing the indemnification provisions set forth in this Section set forth herein protecting the City and instructor. Instructor shall be responsible for executing any agreements with their Subcontractors.

**Independent Contractor:** Under the terms of this Agreement, Instructor is an independent contractor and has and retains full control and supervision of the services performed. Furthermore, this Agreement is not intended to create, constitute, or otherwise to recognize a joint venture agreement or relationship, partnership, or formal business organization of any kind, and the parties' rights and obligations shall be only those expressly set forth in this Agreement. Instructor understands that no benefits are offered and hereby acknowledges that the Instructor expects no benefits during the term of this Agreement. Instructor, its employees, and subcontractors are not entitled to worker's compensation benefits from the City.

**Background Investigation**

**Background Investigation:** By signing this Agreement the Instructor expressly authorizes the City of Benson Parks and Recreation Department to conduct all legal background checks and investigations that it believes are appropriate in its discretion. This includes, but is not limited to employment history, criminal history and educational history.

## Request for Applications for Enrichment Program Instructors

**Conflict of Interest:** This Agreement is subject to the provisions of ARIZ. REV. STAT. § 38-511. The City may cancel this Agreement without penalty or further obligations by the City or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the City or any of its departments or agencies is, at any time while the Agreement or any extension of the Agreement is in effect, an employee of any other party to the Agreement in any capacity or a consultant to any other party of the Agreement with respect to the subject matter of the Agreement.

### Compliance with Immigration Laws

**Compliance with Immigration Laws:** As mandated by Arizona Revised Statutes [“A.R.S.”] § 41-4401, the City is prohibited from awarding a contract to any contractor or subcontractor that fails to comply with A.R.S. § 23-214(A). The City must also ensure that every contractor and subcontractor comply with federal immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A). Therefore, in signing or performing any contract (including this Agreement) for the City, the Contractor fully understands that:

- A. It warrants that both it and any subcontractors it may use comply with all federal immigration laws and regulations that relate to their employees and their compliance with A.R.S. § 23-214(A);
- B. A breach of the warranty described in subsection A, shall be deemed a material breach of the Contract that is subject to penalties up to and including termination of the Contract; and
- C. The City or its designee retains the legal right to inspect the papers of any contractor or subcontractor employee who works on the Contract to ensure that the contractor or subcontractor is complying with the warranty under subsection A.

**Applicable Law; Venue:** This Agreement shall be governed by the laws of the State of Arizona and suit pertaining to this Agreement may be brought only in courts in Cochise County, Arizona.

**Severability:** The provisions of this Agreement are severable to the extent that any provision or application held to be invalid by a Court of competent jurisdiction shall not affect any other provision or application of the Agreement which may remain in effect without the invalid provision or application.

**Relationship of the Parties.** It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venture, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Instructor is advised that taxes or Social Security payments will not be withheld from any City payments issued hereunder and Instructor agrees to be fully and solely responsible for the payment of such taxes or any other tax applicable to this Agreement.

**Miscellaneous**

Instructor agrees to use his best efforts to promote the interests of Benson and to devote his/her full business time and energy to the position during the terms of this Agreement and to perform all functions in a professional manner.

This Agreement represents the entire agreement of the parties with respect to the subject matter hereof. All previous agreements, whether oral or written, entered into prior to this Agreement are hereby revoked and superseded by this Agreement. No representations, warranties, inducements or oral agreements have been made by any of the parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this Agreement. This Agreement shall be construed and interpreted according to its plain meaning, and no presumption shall be deemed to apply in favor of, or against the party drafting the Agreement. The parties acknowledge and agree that each has had the opportunity to seek and utilize legal counsel in the drafting of, review of, and entry into this Agreement. This Agreement may not be changed, modified or rescinded except in writing, signed by all parties hereto, and any attempt at oral modification of this Agreement shall be void and of no effect.

This Agreement is a legal binding Contract that presents a list of terms and conditions of the Agreement and is personal to the Instructor bound in the Agreement with their Signature below; it cannot be assigned to another party without first obtaining the written consent of the City of Benson.

**I HAVE CAREFULLY READ THE FOREGOING AND AGREE TO THE TERMS AND CONDITIONS INCLUDING RELEASE OF LIABILITY AND INDEMNIFICATION AGREEMENT AND UNDERSTAND ITS CONTENTS. I AM AWARE THAT I AM RELEASING LEGAL RIGHTS THAT OTHERWISE MAY EXIST.**

Signature Instructor: \_\_\_\_\_ Date: \_\_\_\_\_

Print or Type Name:

Signature City Manager: \_\_\_\_\_ Date: \_\_\_\_\_

Print or Type Name: Vicki L. Vivian, CMC  
City Manager / City Clerk  
City of Benson, Arizona