



REQUEST FOR PROPOSAL

A Solicitation of Proposals for:

Santa Cruz County, Arizona

Southern Arizona Cuisine Tourism Initiative
Market Study and Winery District Master Plan and
Land Use Overlay District

**SANTA CRUZ COUNTY
COMMUNITY DEVELOPMENT DEPARTMENT**

SANTA CRUZ COUNTY, ARIZONA

Date of Release:

Feb 7, 2023

BID NO. B-02-23-CO10

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I. INTRODUCTION

- A. Purpose: The Santa Cruz County Community Development Department is seeking proposals for development of a market study and winery district master plan and land use overlay district as part of a larger Southern Arizona Cuisine Tourism Initiative. “Cuisine tourism” is defined as leveraging the County’s leisure related activities that are a natural fit with making the regional wine presence more impactful and leveraging increased tourism spending/overnight visitation. As a strategy, a cuisine tourism initiative is intended to build on the natural economic strengths and beauty of the area; this provides a strategy for resilience for Santa Cruz County, which has not captured its fair share of the growing Arizona tourism sector.¹

This first phase of this work seeks to create a market analysis, winery district master plan and land use overlay district, as follows:

1. **A market study to assess the economic potential of “cuisine tourism” as a regional strategy to rebuild lost tourism employment.** The County seeks a detailed market analysis, drawing upon qualitative survey data from local wineries and allied industries, as well as quantitative economic data, to assess opportunities for cuisine tourism.
2. **A winery district master plan and land use overlay district for Sonoita, Arizona (the wine country region of the County).** The County seeks to create a master plan and land use overlay district, enabling local businesses and residents within the winery district and Sonoita area to shape land use decisions that impact them, while linking the winery district economic activity to the County’s retail, tourism and travel sectors².

The product of this scope of work will be incorporated in a follow-on phase (outside of this Requests for Proposal) for a Countywide business, branding and marketing plan to create and regain food and cuisine tourism jobs lost during the pandemic. That plan will be intended to help businesses recover from the 20-month closure of the US Mexico border (March 2020-November 2021), which made it difficult for Santa Cruz County wineries and food entrepreneurs to access regional markets, including in Mexico. This follow-on phase will link the northern part of the County (wineries in Sonoita) with food entrepreneurs in the southern portion of the County, leveraging regional commercial kitchens (two of which are in Nogales, one in Sonoita, one in

¹Tourism and travel spending grew by 36.1% throughout the state from 2011 to 2019, but in Santa Cruz County, tourism and travel spending declined by 1.9% over that same period. Moreover, the COVID-19 pandemic cut tourism and travel spending by 49.5% in Santa Cruz compared to 41.2% in Arizona. (Source: The Economic Impact of Travel: Arizona Office Tourism. 2021.)

² An opportunity exists to capture more overnight visitors and bed tax/sales tax in Santa Cruz County: only 25% of visitors spent the night in southern Arizona wineries, compared to 48% who spent the night in the northern Arizona viticultural region (source: The Arizona Wine Tourism Industry, 2017, Northern Arizona University).

Patagonia, and one in Sahuarita) as potential bases of operations; see map of commercial kitchens in Santa Cruz County (Addendum "A").

- B. Period of Contract: The term of a contract pursuant to this Request for Proposal (RFP) will be for a period of 12 months, tentatively scheduled to begin on April 18, 2023 and end April 18, 2024. Proposals should provide a detailed schedule detailing how that deadline would be achieved.

The contract may be terminated at any time, with or without cause, by the County or the Vendor, upon ninety (90) days advance written notice to the other party. In the event of termination, each party shall fully pay and discharge all obligations in favor of the other accruing prior to the date of such termination and each party shall be released from all obligations of performance which would otherwise accrue subsequent to the date of termination. Neither party shall incur any liability to the other by reason of such termination.

- C. Minimum Vendor Requirements: The County is seeking to partner with a firm or collection of firms with experience in developing economic market studies, land use planning, and planning and managing stakeholder engagement processes. At least one team member must have project experience developing similar plans for Counties or municipalities that have winery districts.

- D. Questions: Questions regarding the contents of this RFP must be submitted in writing **no later than February 28, 2023 at 5:00 P.M.**, and be directed to the individual listed below. In addition to posting answers, the County may inform vendors that submit questions of an optional conference or zoom call to clarify questions, if needed.

- E. Correspondence: All correspondence, excluding proposals, shall be submitted via electronic mail to:

Mr. Frank Dillon
Santa Cruz County Community Development Director
2150 North Congress Drive
Nogales, Arizona 85621
Office: (520) 375-7670
fdillon@santacruzcountyaz.gov

- F. Proposal Submission Deadline:

Vendors shall provide five (5) copies and one electronic submission on a thumb drive of their proposals, sealed and addressed to:

**Alma Schultz, Clerk of the Board of Supervisors
SANTA CRUZ COUNTY BOARD OF SUPERVISORS
2150 NORTH CONGRESS DRIVE, ROOM 119
NOGALES, ARIZONA 85621**

All proposals must be clearly marked on the exterior of the mailing package:

Southern Arizona Cuisine Tourism Initiative
Market Study and Winery District Master Plan and Land Use Overlay District

All proposals must be received **(not simply postmarked)** at the Santa Cruz County Board of Supervisors' Office no later than 2:00 p.m. (Arizona time) on March 21, 2023. **FACSIMILE OR ELECTRONICALLY TRANSMITTED PROPOSALS WILL NOT BE ACCEPTED.**

It is the responsibility of the Vendor to ensure delivery of the proposal. Any proposal received after the closing time will not be accepted and will be returned unopened. Unsigned proposals will be considered unresponsive and will be rejected.

G. PROPOSAL TIMELINE:

Release of RFP	02/07/23
Deadline for Submission of Questions	02/28/23
Question Responses Posted	03/07/23
Deadline for Proposals	03/21/23 @ 2:00 P.M.
Bid Opening Date	03/21/23 @ 2:00 P.M.
Contract Recommendation for BOS Agenda (tentative)	04/18/23
Tentative Date for Awarding Contract	04/18/23

II. PROPOSAL CONDITIONS:

- A. Contingencies: This RFP does not commit the County to award a contract. The County reserves the right to accept or reject any or all proposals if the County determines it is in its best interests to do so. The County will notify all Vendors in writing if the County rejects all proposals. The County reserves the right to cancel this RFP, in whole or in part, at any time pursuant to A.R.S. § 11-254.01.
- B. Modifications: The Community Development Department reserves the right to issue addenda or amendments to this RFP. Addenda, amendments and answers to questions will be posted on the Santa Cruz County, Arizona website, <https://www.santacruzcountyaz.gov/>, no later than March 7, 2023 at 5:00 p.m. (Arizona time).
- C. Proposal Submission: To be considered, all proposals must be submitted in the manner set forth in this RFP. It is the Vendor's responsibility to ensure that its proposal arrives on or before the specified time.

- D. Incurred Costs: This RFP does not commit the County to pay any costs incurred by Vendors in the preparation of a proposal in response to this request and Vendors agree that all costs incurred by Vendors in developing this proposal are the Vendor’s responsibility.
- E. Negotiations: The County may require the potential Vendor selected to participate in negotiations and to submit a price, technical or other revisions of their proposal as may result from negotiations.

III. **GENERAL REQUIREMENTS:**

- A. Objective: Each proposal will be evaluated as to its merits. Vendor proposals can be organized in any way that enables reviewers to rate the merits of the proposal against each of the rating factors based on needs identified in the Scope of Work (Section B).

A project narrative in response to this RFP, not to exceed 15 pages, should address these rating factors, as outlined in Part A of this section. In addition, the Vendor should develop a complementary work plan timeline, not to exceed 3 pages, to address the scope of services. Vendors should develop a budget and budget narrative, not to exceed 3 pages. Vendors should also address all additional requirements by including attachments listed in Part C of this section. Résumés, organizational charts, job descriptions, a budget, budget narrative, and samples of similar work products are not included in the page limit. Additional attachments are encouraged to demonstrate expertise and qualifications. All appendices should be paginated.

- 1. **Comprehensive Assessment of Economic and Stakeholder Context (30 pts)**
 - a. Proposes an approach and methods well-suited to the rural context.
 - b. Explains how data sources and analytic methods (both quantitative and qualitative) will be presented in transparent ways at the most locally available scale of data possible.
 - c. Provide a comprehensive stakeholder engagement and outreach plan. Explains how the proposed process will be transparent to stakeholders and businesses, which have limited time to track or participate in this effort. Explains how materials produced will be easily accessible in both English and Spanish and clear, direct, and visually interesting to garner stakeholder attention.
 - d. Describes similar analytic methods the Vendor has previously used for similar projects.
- 2. **Management Plan and Schedule for Successful Implementation (30 pts)**
 - a. Proposes a schedule and management plan to complete all tasks within 12 months.
 - b. Describes how the proposed schedule and deliverables will progress toward successful adoption of the plan – including a plan for community support and buy-in; a successful review and recommendation of the District Master Plan and Land Use Overlay Plan from the Planning Commission and approval by the Board of Supervisors
 - c. Identifies how the plan will complement and connect with the County’s forthcoming Prosperity Vision Action Plan (October 2023)
 - d. Describes prior collaborative partnerships and/or strategies the Vendor developed in similar projects that effectively supported client success in implementation.

3. Staffing and Cost Plan/Prior Experience Producing Similar Strategies and Plans (40 points)

- a. Describes a reasonable cost structure with high-quality deliverables
- b. Identifies a project staffing plan. Attach job descriptions and provide résumés (Will not be counted in the Project Narrative page limit.)
- c. List communities/clients for which you have produced similar plans or strategies. Provide names/contacts for communities/clients where you have developed them.
- d. Provide samples of similarly produced plans or strategies and supporting documents (Will not be counted in the Project Narrative page limit.)

- B. Scope of Services: The applicant will produce a market analysis, winery district master plan and land use overlay district for the County's Southern Arizona Cuisine Tourism Initiative.

The Scope of Work shall include the following tasks, either concurrently or in sequential order, outlined in greater detail throughout this scope of work:

1. Review Documents and Attend Kick off Meeting
2. Develop Market Study to assess economic potential
3. Develop Winery District Master Plan and Land Use Overlay District

Task 1: Review Document and Attend Kick-off Meeting

The purpose of Task 1 is to ensure the Consultant Team is familiar with all background documents and initiatives and, most importantly, based on its review and discussions with staff, prepares an approach that builds upon existing work. The major documents for review include:

- 2022 Rio Rico Vitality Plan (in process, draft anticipated March 2023)
- 2022 Santa Cruz County Affordable Housing Strategy (in process, draft anticipated late March 2023)
- [2022 Santa Cruz County Economic Study with a Focus on the Nature-Based Restorative Economy](#)
- [2022 The Fresh Produce Industry in Santa Cruz County, Arizona](#)
- [2021 Vineyards and Wineries in Arizona](#)
- [2020 Santa Cruz County COVID-19 Economic Recovery Survey and Strategy](#)
- [Santa Cruz County Economic Development website](#)
- County and Chambers of Commerce current marketing materials: maps of commercial and retail districts, visitors' brochure, restaurant guide, destination guide, other materials as available

As part of Task 1, the Consultant Team shall attend and speak (if necessary) at the County Board of Supervisors public meeting at which the consultant contract is approved.

Immediately upon execution of the contract, the Consultant Team will review the listed documents and discuss with stakeholders for clarification, if needed. Upon completion of the review of the documents, the Consultant Team will participate in a kick-off meeting with

County staff and a separate kick-off meeting with a Steering Committee assembled by the County for this project to: (The two kick-offs and Public Meeting may be planned for the same day)

- Discuss project goals, identify potential constraints or issues, and community involvement strategies; and
- Review the scope, schedule, and deliverables.

Following the meetings, the Consultant Team will provide:

- Memorandum detailing the approach to the project
- Detailed project schedule, including planned dates for submittal of drafts and final versions of deliverables.

Meetings:

- Attend Board of Supervisors Public Meeting to introduce Consultant Team
- Kick-off meeting with County staff
- Kick-off meeting with Steering Committee (to be assembled by County, but managed by the Consultant Team)

Deliverables:

- Memorandum on approach
- Detailed Project Schedule

Task 2: Develop Market Study to assess economic potential

The Consultant Team will develop a market study, integrating quantitative and qualitative data -- including information collected from the Steering Committee and key community stakeholders -- to address opportunity and stakeholder needs. The Consultant must provide a methodology using data from local wineries and economic and quantitative data to assess opportunities for culinary tourism. An economic input-output study, or similar method of modeling, is likely required to assess and predict flows among the key sectors of the regional economy and identify cross-market opportunities in culinary tourism.

Meetings:

- Focus groups or similar methods to gather input from with key stakeholders within the County, the local community (Sonoita), and the Steering Committee

Deliverables:

- Separate and stand-alone study on overall economic context
- Attendance and preparation for public outreach meetings, presentation materials, and detailed minutes

Task 3: Winery District Master Plan and Land Use Overlay District

The Consultant will collaborate with County staff and engage the Steering Committee and community residents in development of a winery district master plan and proposed land use overlay district.

The plan will identify a boundary for the district, create design guidelines, and propose incentives in exchange for flexible land use. It will enable local businesses and residents to shape land use decisions that impact them, while providing wineries enhanced flexibility in ways that preserve the character of the local community.

Plan recommendations will integrate best practices and lessons learned from municipalities and/or counties with similar agricultural and winery districts; these are to be adapted in ways that facilitate local community goals. The recommendations must complement and be aligned with the County's forthcoming Prosperity Vision Action Plan (forthcoming October 2023).

The Consultant will be responsible for creating a professionally written draft of the document, managing the requested revisions, and keeping track of the authoritative version. The majority of document review will be electronic, however print copies will be requested for public hearings and some final versions published as a resource for leadership.

The Consultant will present the master plan and overlay district orally, with presentations anticipated in at least two phases: in draft form (for public comment) and a final plan.

Meetings:

- Presentation of the Winery District Master Plan and Land Use Overlay District draft and final documents to County staff and Steering Committee
- Presentations of draft and final documents to residents and business owners in Sonoita area

Deliverables:

- Draft and Final Winery District Master Plan and Land Use Overlay District, to include:
 - Overlay district regulatory process information
 - Land use provisions
 - Design standards
 - Graphic exhibits (such as maps, illustrations)
 - Additional information that is customary for this type of document
- Attendance and preparation for public outreach meetings, presentation materials, and detailed minutes.

C. Additional Requirements

Guidance and community consultation will be led through the Santa Cruz County Community

Development Department and a Steering Committee the County will assemble to guide development of the plan (the Vendor will be expected to manage the Steering Committee and stakeholder engagement process).

Community Outreach

The Vendor must propose a public engagement process that is transparent and easily accessible to a steering committee assembled by the County, as well as businesses and residents. Announcements or notifications must be in both English and Spanish and clear, direct, and visually interesting to garner their attention.

Collaborative Project Management

The County is seeking to partner with a firm or collection of firms with experience in developing economic market studies, land use planning, and planning and managing stakeholder engagement processes. At least one team member must have project experience developing similar plans for Counties or municipalities with winery districts.

The County is seeking a deliverables-based contract. While the County has established the individual deliverables, the approach, number and order of tasks listed in the contract will be mutually agreed upon by the County and the firm/s. All deliverables will be approved by the Santa Cruz County Director of Community Development.

All research materials, models, and draft/final documents will belong to the County and will be provided in a curated format during and especially at the end of the project. Project completion is requested within 12 months of the first kickoff meeting. The Vendor will be expected to collaborate/share findings with the firm selected for the following phase, which will be concurrent with this work (the business, branding and marketing plan is expected to be developed within months 9-12 of the Vendor's work on this project, and two months after it is complete.)

Proposals should provide a detailed schedule detailing how that deadline would be achieved.

Progress toward a Plan for Adoption

The process must build toward successful adoption of the plan. That involves community support throughout the development process and buy-in; a successful review and recommendation of the District Master Plan and Land Use Overlay Plan from the Planning Commission; approval by the Board of Supervisors; and training and support in use of materials for County staff. The plan recommendations must complement and align with the County's forthcoming Prosperity Vision Action Plan (October 2023).

D. Adjustment to Cost

1. The specific pricing established by the contractual agreement shall remain firm throughout the term of the contract.

2. Requests for cost adjustments must be submitted to the County and approved before incurring expenses. Justification for any requested adjustments must be supported by the appropriate documentation.

IV. **CONTRACT REQUIREMENTS:**

- A. Representation of the County: In the performance of the contract, Vendor, its agents and employees shall act in an independent capacity and not as officers, employees or agents of the County.
- B. Vendor Primary Contact: The Vendor will designate an individual to serve as the primary point of contact for the contract. Vendor or its designee must respond to County inquiries regarding the contract within two (2) business days. Vendor shall not change the primary contact without written acknowledgment to the County.
- C. Change of Address: Vendor shall notify the County, in writing, of any change in mailing address within ten (10) business days of the change.
- D. Non-Transferable or Assignability: The Vendor shall not assign any of its rights or obligations under this Contract without the prior written consent of the County. Any attempt to assign without such prior written consent shall be void.
- E. Agreement Amendments: Vendor agrees that any alterations, variations, modifications or waivers of the provisions of the Agreement shall be valid only when reduced to writing, executed and attached to the original Agreement and approved by the required persons.
- F. Termination for Convenience: The County, for its convenience, may terminate this Agreement, in whole or in part, upon ninety (90) calendars days' written notice. If such termination is affected, an equitable adjustment in the price provided for in this Agreement shall be made. Such adjustment shall provide for payment to the Vendor for services rendered and expenses incurred prior to the effective date of termination. Upon receipt of termination notice, the Vendor shall promptly discontinue services unless the notice directs otherwise. Vendor shall deliver promptly to the County and transfer title (if necessary) all completed work and work in progress, including drafts, documents, plans, forms, data, products, graphics, computer programs and reports.
- G. Attorneys' Fees and Costs: If any legal action is instituted to enforce any party's rights hereunder, each party shall bear its own costs and attorneys' fees, regardless of who is the prevailing party. This paragraph shall not apply to those costs and attorneys' fees directly arising from a third-party legal action against a party hereto.
- H. Licenses and Permits: Vendor shall ensure that it has all necessary licenses and permits required by Federal, State, County and municipal laws, ordinances, rules and regulations. The Vendor shall maintain said licenses and permits in effect for the durations of this Agreement. Vendor will notify

the County immediately of loss or suspension of any such licenses and permits. Failure to maintain a required license or permit may result in immediate termination of this Agreement.

- I. Notification Regarding Performance: In the event of a potential problem that could impact the quality or quantity of work, services or the level of performance under this Agreement, the Vendor shall notify the County within one (1) working day, in writing and by telephone.
- J. Conflict of Interest: Vendor shall make all reasonable efforts to ensure that no Santa Cruz County officer or employee, whose position enable him/her to influence any award of this contract, or any competing offer shall have any direct or indirect financial interest resulting from the award of this contract or shall have any relationship to Vendor or officer, agent or employee of the Vendor.
- K. Improper Consideration: Vendor shall not offer, either directly or through an intermediary, any improper consideration such as, but not limited to cash, discounts, service, the provision of travel or entertainment or any items of value to any officer, employee or agent of Santa Cruz County in an attempt to secure favorable treatment regarding this Agreement.

The County by written notice, may immediately terminate any Agreement if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee or agent of Santa Cruz County with respect to the proposal and award process. This prohibition shall apply to any amendment, extension or evaluation process once an Agreement has been awarded.

Vendor shall immediately report any attempt by a Santa Cruz County officer, employee or agent to solicit, either directly or through an intermediary, improper consideration from Vendor. The report shall be made to the County Health Department or his designee. In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

- L. Inaccuracies or Misrepresentations: If, in the course of the RFP process or in the administration of a resulting Agreement, the County determines that the Vendor has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the County, the Vendor may be terminated from the RFP process or in the event an Agreement has been awarded, the Agreement may be immediately terminated.

In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

- M. Employment of Former Santa Cruz County Officials: The Vendor must provide information on former Santa Cruz County administrative officials who are employed by or represent your business. The information provided must include a list of former Santa Cruz County administrative officials who terminated Santa Cruz County employment within the last five (5) years and who are now officers, principals, partners, associates or members of the business. The information should also include the employment and/or representative capacity and the dates the individuals began employment with or representation of your business. For the purpose of this section, a "Santa

Cruz County administrative official” is defined as a member of the Board of Supervisors or such officer’s staff, County Manager or member of such officer’s staff, a department head or an assistant department head.

- N. Invoices: Vendor shall provide the County with invoices for expenditures on a quarterly basis.
- O. Ownership of Documents: All documents, data, products, graphics, computer programs and reports prepared by Vendor pursuant to this Agreement shall be considered property of the County upon payment for services. All such items shall be delivered to the County at the completion of phases of work under this Agreement. Unless otherwise directed by the County, the Vendor may retain copies of such items.
- P. Release of Information: No news releases, advertisements, public announcements or photographs arising out of this Agreement or Vendor’s relationship with County may be made or used without prior written approval of the County except where required by law.
- Q. Cancellation Pursuant to Arizona Revised Statute (A.R.S.) § 38-511: All parties hereto acknowledge that this agreement is subject to cancellation by the County pursuant to the provisions of Section 38-511, Arizona Revised Statutes. Santa Cruz County may cancel the contract after execution without penalty or further obligation if any person significantly involved in initiating, negotiating, security, drafting or creating the contract on behalf of the County is or becomes at any time, while the contract or an extension of the contract is in effect, an employee of or a consultant to any other party to this contract with respect to the subject matter of the contract.
- R. Non-Appropriation: Vendor acknowledges that Customer is a governmental entity and the Agreement validity is based upon the availability of public funding under its authority. In the event that public funds are unavailable and not appropriated for the Customer's obligations under this Agreement, then this Agreement shall automatically expire without penalty to Customer after written notice to Vendor of the unavailability and non-appropriation of public funds. It is expressly agreed that Customer shall not active the non-appropriation provision for its convenience or to circumvent the requirements of this Agreement, but only as an emergency fiscal measure.
- S. Governing Law: The validity, construction, effect, and enforcement of the Contract and the obligations, rights and remedies of the parties there under shall be governed by the laws of the State of Arizona. The venue shall be solely the appropriate state court in Santa Cruz County.
- T. Confidentiality: Any other provision of this Agreement notwithstanding, the parties acknowledge that Santa Cruz County is a public institution, and as such is subject to Arizona Public Records Act, A.R.S. § 39-121, et seq. Any provision regarding confidentiality is limited to the extent necessary to comply with the provisions of state law. In the event a public records request is made for information and/or documents designated as confidential or proprietary, the County will notify the other party as soon as possible.

U. Non-Discrimination: The parties agree to comply with all applicable state and federal laws, rules, regulations and executive orders governing equal employment opportunity, immigration, nondiscrimination, including the Americans with Disabilities Act, and affirmative action. This includes all provisions and requirements of Arizona Executive Order 2009-09, including flow down of all provisions and requirements to any subcontractors. Executive Order 2009-09 supersedes Executive Order 99-4 and amends Executive Order 75-5 and is hereby incorporated into this Agreement as set forth in full herein. During the performance of this contract, Vendor shall 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. (Arizona Executive Order 2009-09 can be downloaded at https://apps.azsos.gov/public_services/register/2009/46/governor.pdf.)

V. Legal Arizona Workers Act Compliance: To the extent applicable under A.R.S. § 41-4401, the Vendor and its subcontracts warrant compliance with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under A.R.S. § 23-214(A). Vendor shall further ensure that each subcontractor who performs any work for the County under this contract likewise complies with State and Federal Immigration Laws.

The Vendor or subcontractor's breach of the above-mentioned warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by Santa Cruz County. Santa Cruz County retains the legal right to randomly inspect the papers and records of the Vendor and its subcontractors who work on the Agreement to ensure that the Vendor and its subcontractors are complying with the above-mentioned warranty.

The Vendor and its subcontractors warrant to keep the papers and records open for inspection during normal business hours by Santa Cruz County and to cooperate with Santa Cruz County's inspections.

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

X. No Forced Labor Of Uyghurs Certification: Vendor certifies that it does not currently, and agrees that for the duration of this Agreement that it will not, use:

- i. The forced labor of ethnic Uyghurs in the People's Republic of China;
- ii. Any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China, or
- iii. Any Vendor, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

V. **INDEMNIFICATION AND INSURANCE:**

- A. **Liabilities Against Procuring Agency:** The Vendor shall indemnify, keep, and hold harmless the County, all County agents, officials and employees (collectively, "the County," for purposes of this paragraph) against all injuries, deaths, losses, damages, claims, suits, liabilities, judgments, costs and expenses, which are made against the County (a) by any Third Party for death, personal injury and /or property damage and which arise out of or result from the Vendor's acts or omissions, or those of its employees, servants and agents, or (b) on account of any act, claim, or amount arising or recovered under workers' compensations law or (c) arising out of the failure of the Vendor to conform to any statutes, ordinances, regulation, code, law or court decree. It is agreed that the Vendor will be responsible for primary loss investigation, defense and judgment costs where this indemnity applies. Vendor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Vendor for the County.
- B. **Mutual Indemnity:** To the extent permitted by law and notwithstanding any liability insurance or other conditions of this Agreement, each party hereby covenants and agrees to indemnify, defend and hold harmless the other party, its officials, officers, employees, contractors and agents for, from and against all suits, actions, legal or administrative proceedings, claims, demands or damages of any kind or nature relating to this Agreement to the extent arising out of any act or omission of the indemnifying party, its officials, officers, employees, contractors, agents and/or anyone acting under its direction or control whether intentional or negligent, in connection with or incidental to this Agreement.
- C. **Insurance Requirements:** Without in any way affecting the indemnity herein provided and in addition thereto, the Vendor shall secure and maintain, throughout the Agreement, the following types of insurance with limits as shown:
1. **Workers' Compensation:** A program of Workers' Compensation insurance or a state-approved self-insurance program covering all persons providing services on behalf of Vendor and all risks to such persons under this Agreement.
 2. **Comprehensive General and Automobile Liability Insurance:** This coverage to include contractual coverage and automobile liability coverage for owned, hired and non-owned vehicles. The policy shall have combined single limits for bodily injury and property damage of not less than two million dollars (\$2,000,000.00).
 3. **Errors and Omission Liability Insurance:** Combined single limits of one million dollars (\$1,000,000.00) for bodily injury and property damage and three million dollars (\$3,000,000.00) in the aggregate; or
 4. **Professional Liability:** Professional liability insurance with limits of at least two million dollars (\$2,000,000.00) per claim or occurrence.

D. Additional Named Insured: All policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies shall contain additional endorsements naming Santa Cruz County and their officers, employees, agents and volunteers as additional named insurers with respect to liabilities arising out of the performance of services hereunder.

E. Certificate of Insurance: Any policy endorsements that restrict or limit coverage shall be clearly noted on the Certificate of Insurance. Prior to commencing services under this contract, Vendor shall furnish Santa Cruz County with a Certificate of Insurance, or formal endorsements as required by the contract as issued by Vendor's insurer(s) as evidenced that policies providing the required coverage's, conditions, and limits required by this contract are in full force and effect. Such certificates shall identify this project by name, RFP number and shall provide for not less than (30) days advanced notice of Cancellation, Termination, or Material Alteration. Such certificates shall be sent directly to:

Sonia Jones, Human Resource Director
2150 North Congress Drive, Room 119
Nogales, Arizona 85621

F. Insurance Review: The above insurance requirements are subject to periodic review by the County. The County is authorized, but not required, to reduce or waive any of the above insurance requirements when a determination is made that any of the above insurance is not available, is unreasonably priced or is not needed to protect the interests of the County.

G. Books and Records:

1. Records of the Vendor's direct personnel payroll, reimbursable expenses pertaining to this Project and records of accounts between the County and Vendor shall be kept on a generally recognized accounting basis and shall be available for **FIVE (5) YEARS** after Final Acceptance of the Project.
2. Vendor will retain all records relating to this Contract at least **FIVE (5) YEARS** after its termination or cancellation or until any related pending proceeding or litigation has been closed, if later. Alternatively, Vendor may, at its option, deliver such records to COUNTY for retention.

H. Right to Monitor and Audit:

In the event the County determines that Vendor's performance of its duties or other terms of this Agreement are deficient in any matter, the County will notify Vendor of such deficiency in writing or orally, provided written confirmation is given five (5) days thereafter. Vendor shall remedy any deficiency within forty-eight (48) hours of such notification or County, at its option, may terminate this Agreement immediately upon written notice or remedy deficiency and offset the cost thereof from any amounts due Vendor under this Agreement or otherwise.

All records pertaining to services delivered and all fiscal, statistical and management books and records shall be available for examination and audit by District representatives for a period of three (3) years after final payment under the Agreement or until all pending District, Santa Cruz County and State audits are completed, whichever is later.

VI. **PROPOSAL SUBMISSION:**

A. **General:**

1. All interested and qualified Vendors are invited to submit a proposal for consideration. Submission of a proposal indicates that the Vendor has read and understands the entire RFP, including all appendices, attachments, exhibits, schedules, and addenda (as applicable) and all concerns regarding the RFP have been satisfied.
2. Proposals must be submitted in the format described below. Proposals are to be prepared in such a way as to provide a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Expensive bindings, colored displays, promotional materials, etc. are neither necessary nor desired. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements and on completeness and clarity of content.
3. Proposals must be complete in all respects as required in this section. **A proposal may not be considered if it is conditional or incomplete.** All proposals and materials submitted become the property of the County. All proposals and materials received are subject to the Arizona Public Records Act. If any Vendor, in its response, has trade secrets or other information which is proprietary by law that Vendor must notify the County of its request to keep said information confidential. Such a request must be made in writing and attached to the envelope containing the proposal response. The proprietary or confidential data shall be readily separable from the response in order to facilitate eventual public inspection of the non-confidential portion of the response. The County will review such a request and notify the Vendor, in writing, of its decision as to whether confidentiality can be maintained under law in the event a public records request is made for the Vendor's response.

B. **Proposal Presentation:**

1. One (1) unbound original and four (4) bound copies (total of 5) of the complete proposal must be received by the deadline for receipt of proposal specified in the RFP timetable. In addition, an electronic version should be submitted on a thumb drive.

The original and copies must be in a sealed envelope or container, stating on the outside the Vendor's name and address and must be clearly marked "Southern Arizona Cuisine Tourism Initiative Market Study and Winery District Master Plan and Land Use Overlay District" and must be addressed to:

Alma Schultz, Clerk of the Board of Supervisors
Santa Cruz County Board of Supervisors
2150 North Congress Drive, Room 119
Nogales, Arizona 85621

VII. PROPOSAL CONTENT - EACH PROPOSAL MUST INCLUDE:

- A. Transmittal Letter: This letter is to be a brief letter, addressed to the County, that provides the following information:
1. Name and address of the Vendor;
 2. Name, title and telephone number of the contact person for the Vendor;
 3. A statement that the Proposal is in response to this RFP; and
 4. The signature, typed name and title of the individual who is authorized to commit the Vendor to the Proposal.
- B. Non-Collusion Affidavit: (See, Addendum "B", attached hereto.)
Proposals that do not include a Non-Collusion Affidavit will not be considered.
- C. Narrative (see Section III, General Requirements).

The proposal shall be written in sufficient detail to permit the County to conduct a meaningful evaluation of the proposed services. Insufficient proposals will not be considered.

VIII. EVALUATION OF PROPOSALS:

- A. Evaluation Process: All proposals will be subject to a standard review process developed by the County, as Identified in Section III, General Requirements. A primary consideration shall be the effectiveness of the agency or organization in producing services based upon demonstrated performance. The evaluation will be based on the written proposal as submitted but may include an oral interview with the Vendor.
- B. Evaluation Criteria:
1. Initial Review: All proposals will be initially evaluated to determine if they meet the following minimum requirements:
 - a. The proposal must be completed and in compliance with all the requirements of this RFP.
 - b. Prospective Vendors must meet the requirements as stated in the Minimum Vendor Requirements.
 2. Rejection: Failure to meet all the requirements may result in a rejected proposal. The County may reject any or all proposals and may or may not waive any deviation which is not material or any defect in a proposal. Waiver of any deviation shall in no way modify the RFP documents or excuse the Vendor from full compliance with the RFP specifications if the Vendor is awarded a contract.

Selection will be based on determination of which proposal will best meet the needs of the County and the requirements of the RFP.

3. Evaluation Committee: The evaluation team will be selected by the Santa Cruz County Director of Community Development and/or Manager or their designee.

C. Contract Award:

1. The Agreement will be awarded based on a competitive selection of proposals received.
2. The contents of the proposal of the successful Vendor and of this RFP will become contractual obligations and failure to accept these obligations in a contractual agreement may result in cancellation of the award.
3. Cost in relation to service is one factor in the evaluation process, but the County is not obligated to accept the proposal with the lowest cost. The ability to provide quality service in a timely manner in accordance with the RFP requirements is critical to a successful proposal.

D. Appeals/Disputes:

1. All Vendors are given the opportunity to appeal funding recommendations. The Vendor may appeal the recommended award or denial of award, provided the following stipulations are met:
 - a. Appeal request must be in writing.
 - b. Must be submitted within ten (10) calendar days of the date of the recommended award or denial of award.
2. An appeal of a denial of award can only be brought on the following grounds:
 - a. Failure of the County to follow the selection procedures and adherence to requirements specified in this RFP or any addenda or amendments hereto.
 - b. There has been a violation of conflict of interest.
 - c. A violation of State or Federal law.
3. Appeals will not be accepted for any other reason than those stated above. All appeals must be sent to:

Alma Schultz, Clerk of the Board of Supervisors
Santa Cruz County Board of Supervisors
2150 North Congress Drive, Room 119
Nogales, Arizona 85621

4. Disputes referring to this particular RFP must be addressed to:

Alma Schultz, Clerk of the Board of Supervisors
Santa Cruz County Board of Supervisor
2150 N. Congress Drive, Room 119
Nogales, Arizona 85621

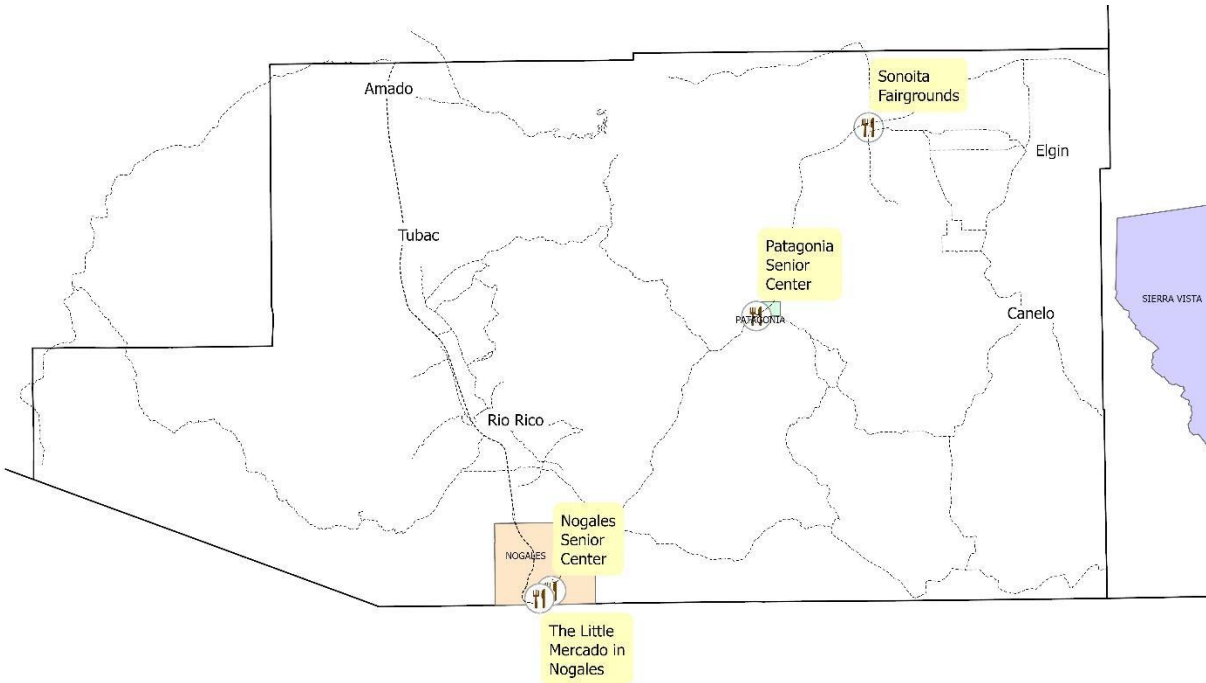
- E. Final Authority: The final authority to award a Contract rest solely with the Board of Supervisors of Santa Cruz County, Arizona. Final selection of the Vendor will be based on negotiation of the contract. In the event the County determines that Vendor's performance of its duties or other terms of the Contract are deficient in any matter, the County will notify Vendor of such deficiency in writing or orally, provided written confirmation is given five (5) days thereafter. Vendor shall remedy any deficiency within forty-eight (48) hours of such notification or County, at its option, may terminate the agreement immediately upon written notice or remedy deficiency and offset the cost thereof from any amounts due Vendor under the Contract or otherwise.

IX. **CONTRACT REVIEW:**

- A. The County and the successful bidder shall, within thirty (30) days of execution of a Contract, set dates through the scheduled contract termination date for quarterly review meetings between staff and Vendor personnel for the evaluation and amendment, if necessary, of the Contract.
- B. The County and the Vendor shall, within thirty (30) days of execution of a Contract, formulate a monthly report form that will establish the basis for the quarterly review sessions.

ADDENDUM "A"

Locations of Commercial Kitchens in Santa Cruz County, Arizona



The County commercial kitchens shown above are located in:

- 1) Nogales, Arizona, state's largest international border city and the economic capital of Santa Cruz County, Arizona. That community has two commercial kitchens: one at the senior center, and near the downtown port of entry into Mexico
- 2) Sonoita/Elgin, site of the state's first designated American Viticultural Area (AVA)³
- 3) The Town of Patagonia, which has a commercial kitchen serving its senior citizens.

Resources also can be leveraged with an additional commercial kitchen in Pima County: Sahuarita's Food Bank and Community Resource Center, which launched a food entrepreneurship initiative in 2022.

³Santa Cruz County has a long history of national viticultural status, which has made it an ideal location for growing grapes, since 1984.

ADDENDUM "B"

STATE OF ARIZONA)
)ss. **NON-COLLUSION AFFIDAVIT**
County of Santa Cruz)

TO: SANTA CRUZ

The undersigned, in submitting a bid for the Provision of Commissary Services to Santa Cruz County being first sworn, states that (s)he has not, either directly or indirectly, entered into any action in restraint of free competitive bidding in connection with this Contract.

SIGNATURE OF BIDDER

PRINTED/TYPED NAME OF BIDDER

TITLE/POSITION OF BIDDER

BUSINESS NAME

(Business Address)