



REQUEST FOR PROPOSAL

A Solicitation of Proposals for:

Santa Cruz County, Arizona Prosperity Vision and Action Plan

**SANTA CRUZ COUNTY
COMMUNITY DEVELOPMENT DEPARTMENT**

SANTA CRUZ COUNTY, ARIZONA

Date of Release:

September 6, 2022

BID NO. B-07-22-C067

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I. **INTRODUCTION**

- A. **Purpose:** The Santa Cruz County Community Development Department is seeking proposals for development of a Prosperity Vision and Action Plan promoting sustainable, strategic economic growth in Santa Cruz County over the next five years.

The Prosperity Vision and Action Plan will include: 1) a five-year strategic plan and 2) an accompanying three-year implementation action plan. The strategic vision/plan document will establish an economic baseline, market context, and a clear vision including overarching economic goals and objectives. The action plan will outline the immediate actions necessary, outlining timelines and partners to implement the strategic vision in ways that can be tracked, measured, and evaluated.

The goal is to develop a set of strategic implementation programs, initiatives and policies to grow Santa Cruz County's real estate and sales tax base, retain businesses and grow local jobs, grow the workforce, and strategically grow targeted business sectors -- especially ones mitigating impacts of climate change, furthering equity, promoting automation/logistics innovation in current industry sectors, including mining, produce and binational brokerage industries, expanding enhanced binational trade, and promoting nature based economic opportunities. The plan's goals, objectives, and policies will prioritize actions to increase human, social, fiscal, manufacturing, and natural capital. The vision and action plan will create an overall brand, retain existing business and industry, and attract new business; at the same time, the County seeks to promote a prosperous community that is safe, accessible, efficient, resilient, sustainable, and engaging to all people. The County is seeking more than GDP growth, but rather a thoughtful plan that responds to market failure, responsibly develops common goods, and seeks to encourage and incentivize the type of development that will support existing businesses and improve economic resiliency.

- 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 December 1, 2022 and end December 1, 2023. Project completion is requested within nine months of the first kickoff meeting and 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 under one Vendor that have extensive experience developing similar economic development strategic plans. The County seeks to build a partnership with the Consulting firm and take a collaborative approach to create a vibrant and innovative strategic plan.

D. Questions: Questions regarding the contents of this RFP must be submitted in writing **no later than October 4, 2022 at 5:00 P.M.**, and be directed to the individual listed below.

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 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:

**Santa Cruz County, Arizona
Prosperity Vision and Action Plan**

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 October 25, 2022. **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	09/06/22
Deadline for Submission of Questions	10/04/22
Deadline for Proposals	10/25/22 @ 2:00 P.M.
Bid Opening Date	10/25/22 @ 2:00 P.M.
Submit to BOS Agenda	11/15/22
Tentative Date for Awarding Contract	11/29/22

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 October 11, 2022 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 9-month work plan timeline, not to exceed 3 pages, to address the scope of services. Vendors should also 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** (25 pts)
 - a. Proposes an approach and methods well-suited to a rural context. 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 (including unincorporated places and incorporated communities within Santa Cruz County) and how these will be aggregated at the County level.
 - b. Provide a comprehensive stakeholder engagement and outreach plan. Explains how proposed process will be transparent to stakeholders and businesses, which have limited time to track or participate in this effort. Describes how mobilization strategy will be clear, respectful, engaging, objective and evidence based. Explains how materials produced will be easily accessible in both English and Spanish and clear, direct, and visually interesting to garner stakeholder attention.
 - c. Describes similar analytic methods the Vendor has previously used, as requested in the Scope of Work (Section B), such as Market & Industry Cluster Analysis, SOAR Analysis (Strengths, Opportunities, Assets and Resources) and/or SWOT Analysis (Strengths, Weaknesses, Opportunities and Threats), assessment of labor market/business data and integration of qualitative and quantitative methods.

2. **Resource Assessment Methods and Recommendations for Implementation** (25 pts)
 - a. Describes how end products will create a lean and agile contracting structure necessary for successful implementation of the strategic vision.
 - b. Provides a comprehensive plan as to how to meet immediate and long-term staffing, networking, and budgeting needs, as defined in Section B (Scope of Services).
 - c. Describes prior collaborative partnerships and/or strategies the Vendor developed in similar projects that effectively supported client success in implementation.

3. **Outcomes-Based Tools for Assessment** (25 points)
 - a. Describes how desired outcomes can be linked to assessment tools in ways that are low-cost and easy to implement.
 - b. Describes similar, prior products the Vendor developed to track, review, and help determine the level of success of projects associated with the strategic vision.

4. **Staffing and Cost Plan/Prior Experience Producing Similar Strategies and Plans** (25 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 Santa Cruz County, Arizona Prosperity Vision and Action Plan, promoting sustainable, strategic economic growth in Santa Cruz County over the next five years.

The Scope of Work shall include the following tasks, outlined in greater detail throughout this scope of work:

1. Review Documents
2. Provide Economic Context - Analysis
3. Develop Vibrant Strategic Vision - Document
4. Resource Assessment - Recommendations for resources
5. Implementation and Assessment Tools - Identify tools/indicators
6. Comprehensive Action Plan - Specific action list
7. Prosperity Vision and Action Plan - Draft and final action plan

Task 1: Review Regional, County and City Documents: Attend Kick-off Meeting

The purpose of Task 1 is to ensure the Consultant Team is familiar with all pertinent economic development policy documents and initiatives and, most importantly, based on its review and discussions with staff, prepares an approach to integrate planned development with future economic development strategies and market trend factors. The major policy documents for review include:

- 2022 Rio Rico Vitality Plan (in process)
- 2022 Santa Cruz County Economic Study with a Focus on the Nature-Based Restorative Economy <https://economics.arizona.edu/nature-based-restorative-economy-santa-cruz-county-arizona>
- 2022 Southern Arizona Culinary Tourism Initiative and overlay district (in process)
- 2022 Santa Cruz County federal Coronavirus relief [ARPA small business supports](https://www.santacruzcountyaz.gov/849/SCC-ARPA)
<https://www.santacruzcountyaz.gov/849/SCC-ARPA>
- Priority issues for Nogales 2022, Greater Nogales Santa Cruz County Port Authority
- 2022 Santa Cruz County Affordable Housing Strategy (in process)
- 2022 South 32 Social Impact and Opportunities Assessment (in process)
- 2022 South 32 Local Procurement Plan (in process)
- 2022 South 32 Pre-Feasibility Study <https://www.south32.net/our-news/pre-feasibility-completed-for-hermosa-s-taylor-deposit>
- 2020 Santa Cruz County COVID-19 Economic Recovery Survey and Strategy <https://www.santacruzcountyaz.gov/833/Plans-and-Reports>
- 2021 Santa Cruz County Economic Development website <https://santacruzazed.com/>
- 2021 Town of Patagonia General Plan (update in process)
- 2020 City of Nogales General Plan (Vision 2020)
- [2016 Santa Cruz County Comprehensive Plan](#)
- 2015 Nogales International Airport Master Plan
- [2021-2025 SEAGO Comprehensive Economic Development Strategy](#)
- [2018 Arizona Statewide Broadband Strategic Plan](#)
- [2013 Fresh Produce and Production Sharing: Bi-National Business Linkages Associated with](#)

[Foundations and Opportunities for Nogales and Santa Cruz County](#)

- 2010 Ambos Nogales Partnership Strategic Plan
- County and Chambers of Commerce current marketing materials: maps of commercial and retail districts, visitors’ brochure, restaurant guide, destination guide, other materials as available
- Other relevant information as necessary to provide a comprehensive Economic Development Strategic Implementation Plan

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 the Steering Committee (which will be assembled by the County) 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 for developing the background report for the Prosperity Vision and Action Plan; and
- Detailed project schedule (to be completed within 9 months), 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 and Stakeholders
- Kick-off meeting with Steering Committee (to be assembled by County, with input from Consultant Team)

Deliverables:

- Memorandum on approach for developing the background report for the Prosperity Vision and Action Plan
- Detailed Project Schedule

Task 2: Provide Economic Context - Analysis

The Consultant Team will supplement the background materials identified in Task 1 with focus group discussions with key stakeholders and focused quantitative and qualitative analyses at the most locally available scale of data possible (including unincorporated places and incorporated communities within Santa Cruz County) that address stakeholder needs. The Consultant Team

must provide a methodology which allows for data to be processed and contextualized, by local place/community within the County, and aggregated at the County level. Task 2 will provide the local and regional context for preparing targeted approaches to economic development strategy. This is essentially the analysis of “Where are we now?”. The sub-tasks are described as follows:

2.1 Focus Group Discussions with Key Partners/Stakeholders – The Consultant Team will host conversations with key stakeholders and Steering Committee to review the status of existing economic development joint strategies and identify priorities for targeted industry sectors. The Consultant Team will jointly convene these conversations, with participation from the County as needed. Depending upon scheduling availability, telephone, or web- based video interviews (with transcription) may be substituted at a different time.

2.2 Business Sector Analysis – The Consultant will propose a methodology in their proposal and a process to evaluate the maturity of all industries within the County and determine the top four-five for each of the following: 1) produces the most tax revenue, 2) hires the most people, 3) identifies industries that support economic diversification

This sub-task also should include preparation of a market segmentation of the County’s retail, commercial, and industrial sectors to provide an accurate picture of the County’s economic base. This should also include a local industry analysis with sectoral and cluster analysis, also considering Mexican economic data sets, if possible. Location Quotient data available from the US Bureau of Labor Statistics may be used, and Shift-Share if appropriate (however, the Consultant should not replicate existing shift-share and input-output analyses that have already been completed in two studies identified in the first page of this Scope of Work).

The Consultant will also propose a methodology and process in their proposal to identify potential markets that are currently growing and evaluate the most lucrative market needs for income growth potential. This will include assessing the potential growth within the nature based sector of the economy, including the hospitality, food entrepreneurship and tourism subsectors. The Consultant will assess the potential for crucial County capital improvement projects that can have a significant economic benefit.

The Consultant Team will provide a summary analysis, interpreting the data and drawing meaningful conclusions for the County’s consideration for an overall economic development strategy and implementation of that strategy.

The Consultant shall provide the data, analysis, and final conclusions for this section, and separate stand-alone short reports for this section, 2.2 business sector analysis, as well as sections 2,3, 2.4 and 2.5 below. Each report draft submitted to the County must be professionally written; the Consultant will manage the requested revisions and keep track of the authoritative version. Each report shall provide both an executive summary meant to be consumed by the public and a more detailed report for the County’s economic development team to review. These reports are listed below.

2.3 Contextual Analysis Identify the roles in supply and demand met by each unincorporated place and community within the County relative to its sub-regional markets, regional markets, national

markets, and the international market. This comes with projections or forecasts of how much demand there is for retail, industrial, and specifically what type of housing is in most demand based on jobs.

2.4 Market & Industry Cluster Analysis The Industry Cluster Analysis portion of the strategy is intended to identify the economic sectors in which the County is currently or is capable of becoming highly competitive. As indicated in page 1, this includes ones mitigating impacts of climate change, furthering equity, promoting automation/ logistics innovation in mining and produce industries, expanding enhanced binational trade, and promoting nature based restorative economy opportunities. Following identification of target industries, this portion of the plan should lay out action-oriented strategies for building upon and growing these sectors to create a diverse, sustainable and resilient economy that is sufficient to support the needs of the County and its population. Risks associated with the stability of these sectors and growth potential shall be included in this part of the analysis.

2.5 SOAR Analysis (Strengths, Opportunities, Assets and Resources) Using the results of the previous tasks and previous studies, plans, and policy documents, the Consultant Team will prepare a conclusive summary of Santa Cruz County's primary strengths, opportunities, assets and resources that directly impact economic competitiveness. The SOAR analysis will contain specific industries and user/tenant profiles that might be interested in locating and/or expanding in Santa Cruz County, and a brief explanation for why they might be interested in Santa Cruz County.

Meetings:

- Focus group discussions with key stakeholders and Steering Committee

Deliverables:

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

Task 3: Develop Vibrant Strategic Vision - Document

The Vibrant Strategic Vision must have four sections:

- First, it needs to provide a clear vision of what economic prosperity means to the County, and on what components the County will focus.
- Second, it needs to give a clear and accurate baseline to measure against for all relevant geographic levels (from the international level to each unincorporated place and incorporated community).
- Third, it needs to pull from various existing reports, datasets and required additional studies itemized in this Scope of Work to produce the most critical goals, policies, and objectives on which the County would need to focus over the next 5 years. These goals should be specific enough to guide decision-making but salient and fundamental enough not to fluctuate with

market pressures.

- Fourth, the vision will also articulate a strategy for how the County measures success and can frame desired outcomes and associated indicators for specific goals.

The Consultant Team will collaborate with County staff in developing and reviewing the Strategic Vision document. The Consultant Team 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 Team will present the strategy orally, anticipated in three sets of presentations with 1) key stakeholders and 2) the Steering Committee and 3) in a potential Santa Cruz County Economic and Community Development Summit that may be planned for winter 2023. The Consultant will produce a short report for feedback from key stakeholders and used to develop the three-year action plan.

Meetings:

- Presentation of the Vibrant Strategic Vision document to County staff
- Presentation of the Background Report to the Steering Committee

Deliverables:

- Draft and Final Vibrant Strategic Vision
- Attendance and preparation for public outreach meetings, presentation materials, and detailed minutes.

Task 4: Resource Assessment - Recommendations for resources

The Consultant will produce a comprehensive resource assessment for immediate and long-term staffing, networking, and budgeting needs. This report will include the following three sections.

Staffing The County has a Community Development Director, but no staff dedicated to economic development; similarly, the Nogales-Santa Cruz County Port Authority, Fresh Produce Association of the Americas and Economic Development Foundation have staff dedicated to business and economic development, but would benefit from joint alignment. The consultant will recommend a lean and agile contracting structure necessary for a successful implementation of the Vibrant Strategic Vision. As part of this task, the consultant should draw upon, and cite, best practices with similarly sized communities with comparable budget constraints. These recommendations will be based on what would be necessary to successfully execute the staffing strategy within a two-year timeframe.

Recommended Partnerships and Data Access The consultant will provide recommendations for the growth and development of partnerships and the acquisition of data. This includes which data is needed, along with a cost analysis of that data, to provide for more accurate and precise

indicators for economic success. This section should also provide clarity on the most efficient format of business assistance, given the County's partnerships with the organizations listed on the first page.

Budget & Funding Recommendations The County currently has no integrated line-item for economic development and workforce development-related tasks and projects. The Consultant will estimate an approach and potential budget necessary for the prioritized tasks and creation of the potential organizational structure. The Consultant must also provide recommendations on how this budget can be phased into the County's Community Development and/or General Budget, including potential funding sources the County should be aware of for tasks identified within the project.

Meetings:

- Presentation of the resource assessment to County staff and the Steering Committee

Deliverables:

- A stand-alone report which reviews current staffing, partnerships, tools, and budget as well as provides recommended actions for each based on three levels of alternatives
- Attendance, presentation materials, and detailed minutes.

Task 5: Implementation and Assessment Tools

The Consultant will be expected to map desired outcomes and propose a system of associated assessment tools allowing for a solid structure of metrics and measurements. The assessment tools to track, review, and help stakeholders determine the level of success of a given project should be low cost and easy to implement. The County will provide feedback/co-development throughout the process.

Meetings:

- Presentation of the assessment tools to County staff and the Steering Committee

Deliverables:

- A stand-alone report with best measurable indicators and establishes metrics for success or sustainability for each of those goals, policies, objectives, or specific actions
- Attendance, presentation materials and detailed minutes.

Task 6: Comprehensive Action Plan - Specific action list

The County will work with the Consultant to identify the collection of phased projects or programs that can provide the most significant benefit. An essential deliverable is the list of all beneficial programs identified during this process, a methodology to rate and rank them, and citations or hyperlink references to any more detailed analysis conducted or best practices

found. The collection of projects will be determined based on level of benefit, comprehensiveness in addressing the established goals of the vision document, the duration it will take to implement the project, and its resource consumption. The Consultant will develop specific actions or markers for each program, project, or independent action with clear and precise metrics to match each one. The County will provide feedback/co-development throughout the process.

Meetings:

- Presentation of the action plan list to County staff and the Steering Committee

Deliverables:

- A stand-alone list of 3-year priorities with associated metrics for success
- Attendance, presentation materials and detailed minutes.

8. Task 7: Prosperity Vision and Action Plan - Draft and final action plan

The Consultant Team will incorporate the results of the previous tasks to draft an easy-to-understand, concise visual and branded final Prosperity Vision and Action Plan. The document will include a (maximum 11 x 17) poster highlighting the action items set to be completed within the following three years. It will identify the actions that must take place and the metrics that determine its level of success. This document will also include desired outcome, indicators and benchmarks for the County and its unincorporated places/communities. It must link, as Appendices to this document, metrics to success and progress on goals, objectives, policies, and the selected programs and projects.

The Consultant team will also produce two to three short videos (both in draft and final form), both in Spanish and English, describing/branding the County's economic development strategy and approach.

After receiving comments from County staff and the Steering Committee, the Consultant Team will present drafts in public to key stakeholders and the community, and the Santa Cruz County Board of Supervisors. The Consultant will produce a final draft after incorporating community comments.

Meetings:

- As needed, attend two separate meetings of the Steering Committee to present and/or review changes to the Administrative Draft of the
- Attend four community meetings to present/solicit feedback
- PowerPoint presentation of draft to the Santa Cruz County Board of Supervisors at a public hearing
- Final draft presentation to the community (one recorded, one presented at a community forum)

Deliverables:

- A stand-alone report with an executive summary
- Compilation of stand-alone reports as identified in previous tasks
- Two to three short videos about the County’s economic development approach, for upload on the County and cross-referencing on stakeholder websites
- Attendance, 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 it puts together to guide development of the plan. The plan will incorporate stakeholder groups including, but not limited to, Santa Cruz County, the Nogales-Santa Cruz County Port Authority, the Economic Development Foundation, the Fresh Produce Association of the Americas, Santa Cruz County’s Nature Based Restorative Economy stakeholder collaborative, South 32, local Chambers of Commerce and Destination Marketing Organizations (DMOs).

Community Outreach

The benefits of this endeavor must be transparent to the businesses and stakeholders that are engaged in the process. As COVID-19 restrictions lift, companies and stakeholder groups listed on the first page of this scope of work have still had difficult mobilizing and have limited time to track or participate in this effort. Thus, the mobilization necessary for developing and implementing this plan will require deference to participants by first being clear, respectful, and engaging and, second, objective and evidence based. Announcements or notifications to businesses must be in both English and Spanish and clear, direct, and visually interesting to garner their attention. As part of the proposal, the County requests a sample of an outreach notification and stakeholder engagement materials sent for a previous similar project.

Artist/Videographer Collaboration

The County requests engaging and dynamic infographics, visuals and a several short videos created to accompany the strategic vision and action plan. The County is seeking materials that encapsulate the results of the studies, analysis, and outreach, and branding for the vision so it is easy to comprehend and share.

The Consultant should identify a local artist and videographer to help produce the visuals and videos. The County will work with the Consultant to help identify the information or visuals that can be used toward branding, marketing, and community buy-in. The County will be identifying artists potentially interested as part of its American Rescue Plan Act coronavirus relief small business implementation strategy. While the Consultant team should budget for this expense and make it a part of their proposal, the artist and videographer need not be selected prior to the submittal of your proposal; however, the proposal must address how this requirement will be addressed.

Collaborative Project Management

The County is seeking to partner with a firm or collection of firms that have extensive experience developing economic development strategic plans. The County seeks to build a partnership with the Consulting firm and take a collaborative and tailored approach to create a vibrant and innovative strategic plan. It is important for the Consultant to credit the multiple stakeholders and partners in the final documents and throughout the planning process for their specific ideas, strategies, documents and partnerships; those should be footnoted and attributed throughout the process.

Due the number of documents and phases required for this effort; 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 Consultant. 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 each project phase. Project completion is requested within nine months of the first kickoff meeting and 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 this Plan. That involves: community support throughout the development process and buy-in; support of a local steering committee; a successful review and recommendation from Planning Commission; approval by the Board of Supervisors; visuals and marketing components available for upload to the County website; a dynamic story map that explains the goals and objectives of the Vibrant Strategic Vision and the list of prioritized actions within the Prosperity Action Plan; resources for the annual evaluation of the Prosperity Vision and Action Plan; and instructions and clear methodology for each of the deliverables, with training and support for each during their initial use by county staff.

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 contractor 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: At the first of each month, 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. 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.
- S. 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.
- T. 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 and Addendum as if set forth in full herein. During the performance of this contract, Contractor 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.)
- U. Legal Arizona Workers Act Compliance: To the extent applicable under A.R.S. § 41-4401, the Contractor 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). Contractor 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 Contractor 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 Contractor and its subcontractors who work on the Agreement to ensure that the Contractor and its subcontractors are complying with the above-mentioned warranty.

The Contractor 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.

- V. 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.

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. 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.
- C. 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.
- D. 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 contractor'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
- E. 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.
- F. 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.

G. 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.

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 "Santa Cruz County, Arizona Prosperity Vision and Action Plan" 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 "A", 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 be 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"

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)