



Santa Cruz County, Arizona
Request for Proposals (RFP)

Bid# B-01-22-C001

Request for Proposals

*Management of American Rescue Plan Act of 2021
Direct Assistance for Local Governments
Forgivable Loan Fund*

Release date: February 2, 2022

Submission deadline: March 1, 2022, 2:00 p.m.

RFP Packets may be obtained at:

SANTA CRUZ COUNTY FINANCE DEPARTMENT

2150 North Congress Drive, Suite 118

Nogales, Arizona 85621

Office: (520) 375-7820

Or downloaded at: www.santacruzcountyaz.gov



REQUEST FOR PROPOSAL

A Solicitation of Proposals for:

**Management of
American Rescue Plan Act of 2021
Direct Assistance for Local Governments
Forgivable Loan Fund**

SANTA CRUZ COUNTY FINANCE DEPARTMENT

SANTA CRUZ COUNTY, ARIZONA

Date of Release:

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I. <u>INTRODUCTION</u>	

- A. Purpose: The Santa Cruz County Finance Department is seeking proposals for the administration of approximately \$1 million in American Rescue Plan Act (ARPA) funding for a forgivable loan fund. This program is intended to address or mitigate the negative economic impacts of the COVID-19 pandemic.

The forgivable loan fund is intended to provide funding for businesses, entrepreneurs, and 501c3 nonprofits needing capital to sustain their operations if they have been negatively impacted by the pandemic. The fund is also intended to provide funding to entrepreneurs seeking to start a business and artists who are building or rebuilding their practices.

The program is specifically intended to support businesses, entrepreneurs, artists, and local nonprofits that have been unable to qualify for SBA and other coronavirus business relief programs. The County seeks proposals from Community Development Financial Institutions with the capacity to develop and administer the forgivable loan portion of the program.

The funding is a complement to a County financial asset building small business & nonprofit funds distribution strategy (see Addendum B). Conditions of forgiveness for loans will require the vendor selected for administration of this program to interface with this program so as to assist clients in obtaining loan forgiveness.

For further guidance regarding ARPA funds, please see <https://home.treasury.gov/policy-issues/coronavirus/assistance-for-state-local-and-tribal-governments/state-and-local-fiscal-recovery-funds>

- B. Period of Contract: The term of a contract pursuant to this Request for Proposal (RFP) will be for a period of 18 months, tentatively scheduled to begin on March 16, 2022 and end September 25, 2023.

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:

All Vendors must:

1. Be a federal Certified Development Financial Institution (“CDFI”).
2. Have an audit conducted of this program. (Contractors who expend \$750,000 or more of federal funds during the year must have an audit conducted in accordance with the Federal Government’s Office of Management and Budget Circular A-133 as amended. The

audit shall be made by an independent auditor in accordance with generally accepted government auditing standards.)

3. Have a team with experience with single audits. It is also acceptable for the responding CDFI to partner with an organization capable of conducting single audits, but it must detail how this will be accomplished in their response to this RFP.
 4. Have capacity to be paid on a cost reimbursement basis (quarterly). (CDFI is not required to front all \$1 million at once but should have capacity to front at least \$250,000 within the first 3 months).
- D. Questions: Questions regarding the contents of this RFP must be submitted in writing **no later than February 18, 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. Mauricio Chavez (he/him)
Santa Cruz County Finance Director
2150 North Congress Drive, Suite 118
Nogales, Arizona 85621
Office: (520) 375-7820
mchavez@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:

***“Management of American Rescue Plan Act of 2021
Direct Assistance for Local Governments Forgivable Loan Fund”***

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 1, 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	02/08/22
Deadline for Submission of Questions	02/18/22
Deadline for Proposals	03/01/22 @ 2:00 P.M.
Bid Opening Date	03/01/22 @ 2:00 P.M.
Submit to BOS Agenda	03/15/22
Tentative Date for Awarding Contract	03/16/22

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 Finance 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 February 23, 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. **Program Objectives:** Each proposal will be evaluated as to its merits for the four rating factors listed below. A project narrative, not to exceed 10 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 three pages, to address the scope of services (Part B of this section). Vendors should also address all additional requirements by including attachments listed in Part C of this section.

Résumés, job descriptions, and a budget and budget narrative, are not included in the page limit. Additional attachments are encouraged to demonstrate CDFI capacity to operate the program. All appendices should be paginated.

1. **Comprehensively Addresses Needs of the Target Population(s), Service Delivery, and Outcomes (35 pts)**
 - a. Describe how your services will reach the intended population, especially the most vulnerable populations (defined in General Requirements, Section B, Scope of Work).
 - b. Describe innovations you will put in place to enhance the effectiveness of the program to reach vulnerable populations. (For example, can you offer a credit-building piece to applicants to have no or poor credit by taking back a small portion of the forgivable loan fund as a short-term loan?)
 - c. Describe methods to conduct client outreach, including frequency and duration, to extend reach into the target community.

2. **Provides Clear Methods and Process for Measuring Progress and Outcomes (15 points)**
 - a. Describe the process to accurately collect, analyze and report the data on a quarterly basis including by race/ethnicity, income, and any qualitative data you propose to collect (qualitative data the vendor is expected to collect in Addendum C).
 - b. Describe the process and schedule for monitoring the quality of project activities, methods, and how continuous quality improvement will be incorporated.
 - c. Describe the proposed process/sharing forgivable loan client information with the County for quarterly reporting, program evaluation, and program improvement purposes

3. **Clearly Defines Service Delivery Capabilities (25 pts)**
 - a. Describe your capacity to provide up-front capital for forgivable loans and receive reimbursement. How much up-front capital will you provide, and will this be reinstated quarterly, or at some other regular interval?
 - b. Describe your technical assistance resources that complement this effort for successful implementation of proposed project. How will this program interface with and leverage your existing technical assistance resources and/or CDFI fund?

- c. Describe how you have operated a similar program within the past three years without monitoring findings/critical concerns. Provide names/contacts for communities in which you have operated these programs.
- d. Describe your flexibility in delivering or modifying services, if needed, to reach the intended population
- e. Describe prior collaborative partnerships and/or strategies you have developed to support participant success
- f. Identify the job title and role of agency staff that will conduct key activities, including key fiscal staff.
- g. Attach job descriptions and provide résumés for staff. (Will not be counted in the Project Narrative page limit.)

4. Demonstrates ability to expend funding in a fiscally responsible manner (25 points)

- a. Provide at least one cost option for the program, with not to exceed costs as a percentage fee of the \$1 million program. Up to two cost options may be proposed. Explain how your fee is reasonable/covers costs. Include a spreadsheet with a cost breakdown (not included in narrative page limit) and a narrative cost justification to accompany your spreadsheet.
- b. Describe how you have the appropriate level of financial capacity to meet reporting and single audit requirements.
- c. Describe past audit results/financial documentation to provide evidence of financial responsibility.

B. Scope of Services: The CDFI applicant will:

- 1. Develop application in Spanish and English and a rating and ranking process for prioritizing those who will receive forgivable loans.
 - a. Forgivable loans are up to \$25,000 for businesses or 501c(3) nonprofits, and up to \$2,500 for artists.**
 - b. The vendor should propose an application, ranking, and distribution process that accommodates awards based on need (that is, funds are not to be distributed on a first-come, first-served basis).

**Forgiveness criteria for loans will be developed as part of the County's "Financial Asset Building Program." (Detailed criteria to be finalized by early March 2022). The County will provide informational guidance, to include services such as completion of local business certificate programs, completion of public art murals, and completion of Santa Cruz County Workforce Investment Opportunity Act 6-week certificates.

- 2. Develop criteria for ranking awards with consideration of the following:
 - a. Residence: The program must serve residents of Santa Cruz County, Arizona.

- b. Qualification based on income and/or impacted sector criteria for eligibility for ARPA funds; the program must serve:
 - i. Existing businesses, 501c(3) nonprofits, entrepreneurs impacted by the pandemic.
 - ii. Entrepreneurs establishing/re-establishing a business
 - iii. Artists establishing/re-establishing their practice during the pandemic.
 - iv. Artists seeking to produce art for a public purpose/public district. (Artists producing art for a public purpose must be vetted by a nonprofit applicant through the CFSA nonprofit grant program, shown in Addendum B.)
 - v. Impacted businesses (including artists) are those that experienced any of the following:
 - 1. Decreased revenue or gross receipts
 - 2. Financial insecurity (documented with financial data)
 - 3. Increased costs
 - 4. Limited capacity to weather financial hardship; documented as part of an underserved population that may have two or more of the following barriers:
 - a. Limited or no credit history
 - b. Less than two years in business
 - c. Language barriers
 - d. Incomplete personal tax returns
 - e. Limited or no collateral
 - i. Groups considered “impacted” include any of the following:
 - 1. Individuals earning up to 300% of federal poverty guidelines
 - 2. Individuals qualifying for public benefit programs (food, housing insecurity or the Children's Health Insurance Program) with resources to build economic opportunity.
 - 3. Pandemic impacted industries which include:
 - a. the travel, tourism, and hospitality sectors
 - b. working artists
 - c. industry sectors that have experienced 8 percent employment loss from pre-pandemic levels. (Santa Cruz County’s ARPA program manager will provide the CDFI with detailed guidance in determining eligible industry sectors, if required, for Santa Cruz County.)
3. Provide email/phone technical assistance to program applicants in English and Spanish; help applicants complete the application process and answer questions including:

- a. When applicants should expect to receive funding (for example, half at beginning and half at completion of the forgiveness criteria; criteria to be proposed by the vendor)
 - b. How forgivable loan amount awarded will be determined appropriate to the business need
 - c. How applicants will meet criteria for forgiveness within a 12-month period of receiving the forgivable loan
 - d. Requirements for paying back loan in case of defaulting on forgiveness criteria
4. Accept forgivable loan applications over a two-to-three-month application period after the CDFI contract is awarded
 5. Market and brand program in Spanish and English coordination with Santa Cruz County. Provide all informational materials (oral and written) in English and Spanish and for distribution through Community Foundation for Southern Arizona platform.
 6. Participate in a zoom informational session to provide a program overview and answer questions (to be provided over Community Foundation for Southern Arizona platform)
 7. Make forgivable loan selections and announce awards to all applicants (those selected and not selected)
 8. Develop short bios/information on awardees for community showcase/media event
 9. Distribute funding to applicants and seek quarterly reimbursements from Santa Cruz County
 10. Identify method to redistribute forgivable loans when applicants cannot meet conditions or renegotiate conditions.
 11. Complete, at minimum, quarterly checkups with clients, using qualitative intake tool/post survey tool shown in Addendum C. (CDFI is encouraged to propose and include samples of their own coaching intake forms and tools).
 12. Maintain client files to include, at a minimum, income verification, verification that applicant resides in Santa Cruz County, documentation on amount of forgivable loan authorized and criteria for that decision, documentation that forgivable loan conditions are met for forgiveness, and qualitative intake tool (Addendum C).
 13. Comply with applicable statutory and/or regulatory requirements of 31 CFR 35, related to the ARPA funds and 2 CFR Part 200 related to the Uniform Administrative Requirements for federal awards.
 14. Provide reporting documentation/reconciliation for monitoring to the County on a quarterly basis.

15. Provide forgivable loan applicant information on a quarterly basis for ARPA quarterly reports and program evaluation. (Respondents will be required to participate in evaluation activities that will be designed to protect individual privacy and aligned with the service delivery).

C. Additional Requirements

1. Reporting Requirements. The final contract between the successful responder(s) and the County will contain specific reporting requirements that include, but may not be limited to, quarterly program data and data regarding outcomes for program participants. A critical component of the County's larger program will be an evaluation to determine program success and cost-effectiveness. The selected vendor must comply with participant data reporting requirements conducted by the County for evaluation.
2. Monitoring and Evaluation. As a federal fund Sub-recipient, the awardee must cooperate in County's monitoring and evaluation process and in any monitoring or oversight by Treasury's Inspector General. To the greatest extent permissible by law, County, and any authorized federal, state or local agency, including, but not limited to, the U.S. Department of the Treasury and the Comptroller of the United States, will at all reasonable times have the right of access to vendor's facilities. The vendor must assist the County in providing reports and documentation related to performance and, where applicable, the impact of the activities on the community.

If County finds the vendor's performance is inconsistent with 2 C.F.R. Part 200, the vendor will be in default. If the vendor fails to take appropriate actions to correct the default within 15 calendar days from the date of the notice, the contract may be suspended or terminated.

3. Audit Requirements. Contractors who expend \$750,000 or more of federal funds during the year must have an audit conducted in accordance with the Federal Government's Office of Management and Budget Circular A-133 as amended. The audit shall be made by an independent auditor in accordance with generally accepted government auditing standards. The vendor will need to establish and maintain a separate, identifiable accounting of all funds provided by the County. The accounting must record all expenditures which are used to support invoices and requests for payment from the County. The vendor will also establish and maintain accounting records that identify the source and application of any funds not provided under the contract used to support these activities and ensure that all accounting records meet Federal, State, and County requirements and generally accepted accounting principles laws and regulations. Upon written notice from County, the vendor will provide the County with a program-specific or financial audit. The notice from the County will specify the period to be covered by the audit, the type of audit, and the deadline for completion and submission of the audit. The vendor will ensure that any audit conducted pursuant to the contract is performed by a qualified, independent accounting firm and will be submitted to County within six months of completion of the audit required unless a different time is specified by the County. The audit submitted must include vendor responses, if any,

concerning any audit findings. The vendor is responsible for all costs for any audit required or requested.

4. Records retention. Financial records and supporting documents related to the award must be retained for a period of five years after all funds have been expended or returned to Treasury, whichever is later. The vendor must be keep records through December 31, 2029.
5. Please include the following forms/certificates with your application:
 - Copy of the organization's most recent audit or applicable financial statement
 - IRS Certificate of Non-Profit Incorporation
 - Copy of Community Development Financial Institution approval/status with the US Department of Treasury
 - Copy of current By-Laws
 - Copy of the organization's written accounting policies and procedures
 - Copy of the organization's personnel policies and procedures
 - Debarment, Suspension, Ineligibility and Exclusion Certification (Addendum D)

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) calendar 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 Finance Department 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 Finance Department, 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 Finance Department 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 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, the Finance Department, 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. Right to Monitor and Audit:

1. Right to Monitor. The County shall have the right to review and audit all records, books, papers, documents, corporate minutes and other pertinent items as required and shall have absolute right to monitor the performance of Vendor in the delivery of services provided under this Agreement. Vendor shall give full cooperation, in any auditing or monitoring conducted. Vendor shall cooperate with the County in the implementation, monitoring and evaluation of this Agreement and comply with any and all reporting requirements established by the County.

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.

2. Availability of Records. All records pertaining to services delivered and all fiscal, statistical and management books and records shall be available for examination and audit by County representatives for a period of five (5) years after final payment under the Agreement or until all pending, 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.
2. 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 "Management of American Rescue

Plan Act of 2021 Direct Assistance for Local Governments Forgivable Loan Fund” 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).
- D. Debarment, Suspension, Ineligibility and Exclusion Certification (See, Addendum “D”, attached hereto.)

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 the delivery of comparable or related 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 Finance Department Director 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 FINANCE DEPARTMENT

The undersigned, in submitting a bid for the Provision of Commissary Services to the Santa Cruz County Finance Department 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)

Addendum B
Small Business & Nonprofit Funds Distribution Strategy
for Santa Cruz County, Arizona: Financial asset building

What is financial asset building? Supports for entrepreneurs and employers (including nonprofits) to build and preserve wealth to fall back on during times of stress or financial emergencies – in this case, negative economic impacts experienced from the pandemic.

What does financial asset building include?

- Financial tools like loans that can be forgiven, or traditional loans, so people can grow wealth, as well as build and repair credit
- Classes, training and services that help people improve their financial position – like credit counseling, developing an emergency savings strategy, gaining business skills, securing free tax filing assistance and applying the refund toward a long-term asset (like a home, business or education), health insurance, food assistance and child care supports

Why is it important? Thirty years of research demonstrates financial asset building combats asset poverty. Asset poverty refers to one's inability to cover three months of their basic living expenses; that is, asset poor individuals have insufficient net worth. Nationally, asset poverty is 25%, or double the poverty rate. As a strategy, financial asset building can help community members bridge financial emergencies and get back on the road toward their financial goals.

What does this approach look like in Santa Cruz County? It involves both the nonprofit and business communities:

Financial Capacity Grants application out in February for the nonprofit community/awarded by end of March

- Goal: assist local entrepreneurs, employees, and employers with asset building
- 501c3 and 501c6 organizations eligible
- \$25,000-\$45,000 per grant in 2022
- Can be used for operating expenses and capital (such as curriculum, equipment) to provide the community with financial asset building programs for one year
- Two or more organizations encouraged to partner; all will have access to their own grants upon approval of individual applications
- Local organizations may partner, if they choose, with nonprofit organizations outside of county. However, most of that organization's funding must be spent in the county.

Forgivable loans application open in May to entrepreneurs, employers and 501c3 nonprofits

- Goal: provide loans to business owners and entrepreneurs 18 and older that can be forgiven if certain conditions are met (to build assets in the community)
- Loans "forgiven" if they secure financial asset building services for their own businesses, a matching loan, or if they build community assets for a public purpose (such as public art or donating back to the local Santa Cruz County nonprofit community)
- Businesses, entrepreneurs (including start-ups), and nonprofits are eligible
- Grants up to \$25,000 awarded depending on business need; (grants of up to \$2,500 available for local artists/creators)

Addendum C: Qualitative Interview Data To Be Collected By Vendor:

Client Goals Interview – Action Plan (Intake or First Counseling)

Date of interview:

Name of program participant:

Name of staff member conducting interview:

1. What are your goals for your forgivable loan at this time?
2. If you can imagine yourself in three to five years, and you could have achieved your goals, what would that future look like?
3. Do you have any barriers to achieving these goals? If so, what are they?
4. What actions will you need to take to accomplish your goals for that future?

Client Goals Achievement: Action Plan (Exit Interview)

Date of interview:

Name of program participant:

Name of staff member conducting interview:

Review question #1 from sheet of initial financial goals with program staff member.
Were you able to achieve the goals you had? Why or why not?

Review question #3 from sheet of initial counseling.
Do you still have any barriers to achieving your goals? If so, what are they?

Review question #4 from sheet of initial financial goals with a staff member.
What are you doing to meet your goals?

Did participation in this program change your situation? If so, please share your accomplishments and new assets. (can be recorded as video, written, or documented with photos/social media, etc.)

Addendum D: Debarment, Suspension, Ineligibility and Exclusion Certification

I certify that our organization has not been debarred, suspended or otherwise found ineligible to receive funds by any agency of the executive branch of the federal government.

I further certify that should any notice of debarment, suspension, ineligibility, or exclusion be received by the agency, Santa Cruz County's Finance Department will be notified immediately.

Agency Name: _____

Typed Name of Authorized Board Official: _____

Title: _____

Signature: _____ Date: _____