



**NOTICE AND REQUEST FOR QUALIFICATIONS  
GOVERNMENT RELATIONS CONSULTANT  
FOR COUNTY -- ALL DEPARTMENTS  
(SANTA CRUZ COUNTY, ARIZONA)  
SOQ No. S-06-23-C0037**

**Santa Cruz County, Arizona**  
Government Relations Consultant  
(General Lobbyist)

**SANTA CRUZ COUNTY, ARIZONA**

Date of Release:

April 4, 2023

PUBLISHED: NOGALES INTERNATIONAL

DATE(S): April 7, 2023; April 11, 2023



Santa Cruz County invites qualified consultants to submit Statements of Qualifications for Professional Services for

**NOTICE AND  
REQUEST FOR QUALIFICATIONS  
GOVERNMENT RELATIONS CONSULTANT  
FOR COUNTY -- ALL DEPARTMENTS  
(SANTA CRUZ COUNTY, ARIZONA)  
SOQ No. S-06-23-C0037**

Solicitation documents and Addenda may be downloaded online by visiting:

<https://www.santacruzcountyz.gov/286/Bids-Solicitations>

**SOLICITATION CRITICAL DATES**

**SOLICITATION QUESTIONS DUE DATE:**

All solicitation questions must be emailed to [jvaldez@santacruzcountyz.gov](mailto:jvaldez@santacruzcountyz.gov) no later than **5:00 p.m./local Arizona time no later than April 21st, 2023**. All emails must contain "Government Relations Consultant – Santa Cruz County" in the subject line.

**DIRECT CONTACT WITH ANY COUNTY EMPLOYEE OTHER THAN THE CONTRACT SERVICES REPRESENTATIVE CONCERNING THIS RFQ IS STRICTLY PROHIBITED.**

**MANDATORY PRE-SUBMITTAL MEETING:**

A Mandatory Pre-Submittal Meeting will be held at 10:00 AM on April 28th, 2023 @ 10 AM, at the Santa Cruz County, Public Works Department Meeting Room at 2150 North Congress Drive, Ste. 116, Nogales, Arizona 85621.

**STATEMENT OF QUALIFICATIONS (SOQ) SUBMITTAL: DUE on May 12, 2023 BY 2:00 P.M.**

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

Attention: Alma Schultz, Clerk  
Santa Cruz County Board of Supervisors  
Santa Cruz County Complex  
2150 North Congress Drive, Suite 119  
Nogales, Arizona 85621

**How to Label:**  
Request for Qualifications  
Government Relations Consultant  
For County – All Departments  
For Santa Cruz County  
SOQ S-06-23-C0037

**LATE STATEMENTS OF QUALIFICATIONS WILL NOT BE ACCEPTED**

PUBLISHED: NOGALES INTERNATIONAL (AFFIDAVIT OF PUBLICATION)

DATE(S): April 7th, 2023; and April 11th, 2023

## TABLE OF CONTENTS

<b>I. INTRODUCTION</b>	3
A. Purpose	3
B. Period of Contract	3
C. Questions	3
D. Correspondence	3
E. Proposal Submission Deadline	3
F. Proposal Timeline	4
<b>II. PROPOSAL CONDITIONS</b>	4
A. Contingencies	4
B. Modifications	4
C. Proposal Submission	4
D. Incurred Costs	4
E. Negotiations	4
<b>III. GENERAL REQUIREMENTS</b>	5
A. Objectives	5
B. Minimum Requirements	5
C. Knowledge and Skills	5
D. Scope of Services	6
<b>IV. PROPOSAL SUBMISSION</b>	7
<b>V. PROPOSAL CONTENT</b>	7
A. Transmittal Letter	7
B. Non-Collusion Affidavit	8
C. Narrative	8
<b>VI. EVALUATION OF PROPOSALS</b>	8
A. Evaluation Process	8
B. Evaluation Criteria	8
C. Contract Award	9
D. Appeals/Disputes	9
E. Final Authority	10
<b>VII. CONTRACTING REQUIREMENTS</b>	10
<b>VIII. INDEMNIFICATION AND INSURANCE</b>	15
<b>IX. CONTRACT REVIEW</b>	16
<b>“ADDENDUM A”</b>	17

I. **INTRODUCTION**

A. Purpose:

The Santa Cruz County is seeking experienced government relations professional(s) to develop and represent its interest in local, state and federal issues. The government relations professional will assist the County of Santa Cruz in securing support and funding for critical initiatives and projects.

B. Period of Contract: The Term of a contract pursuant to this Request for Proposal (RFQ) will be for a period of 12 months, tentatively scheduled to begin on May 26, 2023 and end May 26, 2024, subject to auto-renewal for up to four (4) one-year renewal terms unless 30-days' notice is provided by either party before the conclusion of the then-current Term.

Notwithstanding, the contract may alternatively be terminated at any time, with or without cause, by the County or the Consultant, upon sixty (60) days advance written notice.

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. Questions: Questions regarding the contents of this RFQ must be submitted in writing **no later than April 21, 2023 at 5:00 P.M.**, and be directed to the individual listed below. In addition to posting answers, the County may hold an optional zoom call to clarify questions, if needed.

D. Correspondence: All correspondence, excluding proposals, shall be submitted via e-mail to:

Mr. Jesus Valdez, P.E.  
Santa Cruz County Public Works  
2150 North Congress Drive  
Nogales, Arizona 85621  
Office: (520) 375-7830  
jjvaldez@santacruzcountyaz.gov

E. Proposal Submission Deadline:

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

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

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

Government Relations Consultant – Santa Cruz County

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 **May 12, 2023**. **FACSIMILE OR ELECTRONICALLY TRANSMITTED PROPOSALS WILL NOT BE ACCEPTED.**

It is the responsibility of the Applicant 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.

F. PROPOSAL TIMELINE:

Release of RFQ	04/04/23
Deadline for Submission of Questions	04/21/23 @ 5:00 P.M.
Mandatory Meeting	04/28/23 @ 10:00 A.M.
Question Responses Posted	04/28/23
Deadline for Proposals	05/12/23 @ 2:00 P.M.
Bid Opening Date	05/12/23 @ 2:00 P.M.
Contract Recommendation for BOS Agenda (tentative)	05/26/23
Tentative Date for Awarding Contract	05/26/23

II. PROPOSAL CONDITIONS:

- A. Contingencies: This RFQ 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 Applicants in writing if the County rejects all proposals. The County reserves the right to cancel this RFQ, in whole or in part, at any time pursuant to A.R.S. § 11-254.01.
- B. Modifications: Santa Cruz County reserves the right to issue addenda or amendments to this RFQ. Addenda, amendments and answers to questions will be posted on the Santa Cruz County, Arizona website, <https://www.santacruzcountyaz.gov/>, no later than **April 28, 2023** at 5:00 p.m.
- C. Proposal Submission: To be considered, all proposals must be submitted in the manner set forth in this RFQ. It is the Applicant's responsibility to ensure that its proposal arrives on or before the specified time.
- D. Incurred Costs: This RFQ does not commit the County to pay any costs incurred by Applicants in the preparation of a proposal in response to this request and Applicants agree that all costs incurred by Applicants in developing this proposal are the Applicant's responsibility.
- E. Negotiations: The County may require the Applicant 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. Applicant 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 Services (Section D).

Submissions should not exceed 15 pages and should address the rating factors, as outlined in Part A of this section. Applicants should also address all additional requirements by including attachments responsive to Parts B and 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 the required expertise and knowledge to competently perform services. All appendices should be paginated.

- B. Minimum Qualifications:

10 Years+ Experience with the Following:

- Bachelor's degree in Public Administration, Business Administration, Political Science, Communications or closely related field **OR** an equivalent combination of training, education and work experience, which demonstrates ability to perform the duties of the position; AND
- Working with federal, state and local elected officials; OR
- Working with federal, state, and local government departments/agencies; OR
- Working on legislation with the state and federal governments; OR
- Working with local, regional, and national non-governmental organizations; OR
- Working on business and industry recruitment, retention, workforce training and education, and public/private partnerships

- C. Knowledge, Skills and Other Characteristics:

- Knowledge of various legislation and regulations affecting the County.
- Knowledge of federal, state and local laws, regulations, rules and ordinances related to local government operations.
- Knowledge of County goals, objectives, policies, procedures, codes, and regulations.
- Knowledge of the legislative process.
- Knowledge of modern office management and staff supervision concepts and principles.

- Knowledge of media strategy and planning.
- Knowledge of social media guidelines.
- Knowledge of maintaining confidentiality and communicating with tact and diplomacy.
- Skill in analyzing complex legislative issues and recommending solutions.
- Skill in analyzing and interpreting policies and procedures.
- Skill in operating office equipment, including personal computer.
- Skill in following complex oral and written instructions, policies, and procedures.
- Skill in preparing a variety of records, reports, and correspondence.
- Skill in establishing and maintaining effective working relationships with public officials, outside agencies, County staff and the public.
- Skill in verbal and written communication (including public speaking/presenting)

D. Scope of Services:

The Applicant, in discussion with Board and County staff, shall perform the following:

1. Coordinate the County's intergovernmental relations with local, state and federal agencies and jurisdictions.
2. Plan, develop and coordinate resources necessary to establish and maintain County government relations activities and programs.
3. Develop the County's public outreach activities and communications efforts.
4. Advise on the County's social media strategy and staff contributions.
5. Prepare press releases, articles and presentations.
6. Research, write and analyze proposed legislation, administrative rules and ordinances.
7. Represent and lobby on behalf of the County.
8. Monitor legislative developments that impact the County and the Board's strategy.
9. Attend briefings, meetings, and project/program events.
10. Draft or assist in drafting proposed legislation.

11. Interact with the Board of Supervisors on a regular basis.

IV. **PROPOSAL SUBMISSION:**

A. **General:**

- All interested and qualified Applicants are invited to submit a proposal for consideration. Submission of a proposal indicates that the Applicant has read and understands the entire RFQ, including all appendices, attachments, exhibits, schedules, and addenda (as applicable) and all concerns regarding the RFQ have been satisfied.
- Proposals are to be prepared in such a way as to provide a straightforward, concise description of capabilities to satisfy the requirements of the RFQ. Expensive bindings, colored displays, promotional materials, etc. are neither necessary nor desired. Emphasis should be concentrated on conformance to the RFQ instructions, responsiveness to the RFQ requirements and on completeness and clarity of content.
- 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 Applicant, in its response, has trade secrets or other information which is proprietary by law that Applicant 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 Applicant, 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 Applicant's response.

B. **Proposal Presentation:**

- 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 RFQ timetable. In addition, an electronic version should be submitted on a thumb drive.

The original and copies must be in a sealed envelope or container, stating on the outside the Applicant's name and address and must be clearly marked "Government Relations Consultant – Santa Cruz County" 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

V. **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:



- Name and address of the Applicant;
- Name, title and telephone number of the contact person for the Applicant;
- A statement that the Proposal is in response to this RFQ; and
- The signature, typed name and title of the individual who is authorized to commit the Applicant 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.**

VI. **EVALUATION OF PROPOSALS:**

A. Evaluation Process: A primary consideration shall be the effectiveness of the consultant or firm 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 Applicant.

B. Evaluation Criteria:

- Initial Review: All proposals will be initially evaluated to determine if they meet the following minimum requirements. See Section III, Subsections (B) and(C):
  - a. The proposal must be completed and in compliance with all the requirements of this RFQ.
  - b. Applicants must meet requirements as stated in the Minimum Qualifications.
- 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 RFQ documents or excuse the Applicant from full compliance with the RFQ specifications if the Applicant 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 RFQ.**

- Evaluation Committee: The evaluation team will be selected by the Santa Cruz County Director of Community Development and/or Manager or their designee.
- Substantive Scoring Criteria (Provided County may also consider costs in relation to services):

**Consultant or Firm’s Qualifications (40 pts)**

This will include a thorough and detailed review of the submitted Statement of qualifications and *if required*, oral presentations.

**Response to Scope of Work and Knowledge Requirements (40 pts)**

This will include a thorough and detailed review of the responses to the Work Statement specifications, the quality, completeness, accuracy and level of detail of the submissions, the demonstration that the Applicant understands the concepts and requirements that the services entail and *if required*, oral presentations.

**Quality of Submitted Documents (20 pts)**

This will include a thorough and detailed review of the respondent's letters of reference and Curriculum Vitae submitted and the quality, completeness, accuracy and level of detail of those documents.

C. Contract Award:

- The Agreement will be awarded based on a competitive selection of proposals received.
- The contents of the successful proposal and of this RFQ will become contractual obligations and failure to accept in a contractual agreement will result in no award.
- 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 RFQ requirements is critical to a successful proposal.

D. Appeals/Disputes:

- All applicants are given the opportunity to appeal recommendations. The applicant may appeal the recommended award or denial of award, provided the following 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.
- 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 RFQ or any addenda or amendments hereto.
  - b. There has been a violation of conflict of interest.
  - c. A violation of State or Federal law.
- 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

- Disputes referring to this particular RFQ 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 Applicant will be based on negotiation of the contract. In the event the County determines that Applicant's performance of its duties or other terms of the Contract are deficient in any matter, the County will notify Applicant of such deficiency in writing or orally, provided written confirmation is given five (5) days thereafter. Applicant 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 Applicant under the Contract or otherwise.

VII. **CONTRACT REQUIREMENTS:**

- A. Representation of the County: In the performance of the contract, Applicant, its agents and employees shall act in an independent capacity and not as officers, employees or agents of the County.
- B. Applicant Primary Contact: The Applicant will designate an individual to serve as the primary point of contact for the contract. Applicant or its designee must respond to County inquiries regarding the contract within two (2) business days. Applicant shall not change the primary contact without written acknowledgment to the County.
- C. Change of Address: Applicant 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 Applicant 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: Applicant 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 Applicant for services rendered and expenses incurred prior to the effective date of termination. Upon receipt of termination notice, the Applicant shall promptly discontinue services unless the notice directs otherwise. Applicant 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: Applicant shall ensure that it has all necessary licenses and permits required by Federal, State, County and municipal laws, ordinances, rules and regulations. The Applicant shall maintain said licenses and permits in effect for the durations of this Agreement. Applicant 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 Applicant shall notify the County within one (1) working day, in writing and by telephone.
- J. Conflict of Interest: Applicant 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 Applicant or officer, agent or employee of the Applicant.
- K. Improper Consideration: Applicant 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.

Applicant 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 Applicant. 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 RFQ process or in the administration of a resulting Agreement, the County determines that the Applicant has made a material misstatement or misrepresentation or that materially inaccurate information has been provided

to the County, the Applicant may be terminated from the RFQ 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 Applicant 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: Applicant 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 Applicant 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 Applicant may retain copies of such items.
- P. Release of Information: No news releases, advertisements, public announcements or photographs arising out of this Agreement or Applicant's relationship with County may be made or used without prior written approval of the County except where required by law.
- Q. Cancellation Pursuant to Arizona Revised Statute (A.R.S.) § 38-511: All parties hereto acknowledge that this agreement is subject to cancellation by the County pursuant to the provisions of Section 38-511, Arizona Revised Statutes. Santa Cruz County may cancel the contract after execution without penalty or further obligation if any person significantly involved in initiating, negotiating, security, drafting or creating the contract on behalf of the County is or becomes at any time, while the contract or an extension of the contract is in effect, an employee of or a consultant to any other party to this contract with respect to the subject matter of the contract.
- R. Non-Appropriation: Applicant acknowledges that Customer is a governmental entity and the Agreement validity is based upon the availability of public funding under its authority. In the event that public funds are unavailable and not appropriated for the Customer's obligations under this Agreement, then this Agreement shall automatically expire without penalty to Customer after written notice to Applicant of the unavailability and non-appropriation of public funds. It is expressly agreed that Customer shall not active the

non-appropriation provision for its convenience or to circumvent the requirements of this Agreement, but only as an emergency fiscal measure.

- S. Governing Law: The validity, construction, effect, and enforcement of the Contract and the obligations, rights and remedies of the parties there under shall be governed by the laws of the State of Arizona. The venue shall be solely the appropriate state court in Santa Cruz County.
- T. Confidentiality: Any other provision of this Agreement notwithstanding, the parties acknowledge that Santa Cruz County is a public institution, and as such is subject to Arizona Public Records Act, A.R.S. § 39-121, et seq. Any provision regarding confidentiality is limited to the extent necessary to comply with the provisions of state law. In the event a public records request is made for information and/or documents designated as confidential or proprietary, the County will notify the other party as soon as possible.
- U. Non-Discrimination: The parties agree to comply with all applicable state and federal laws, rules, regulations and executive orders governing equal employment opportunity, immigration, nondiscrimination, including the Americans with Disabilities Act, and affirmative action. This includes all provisions and requirements of Arizona Executive Order 2009-09, including flow down of all provisions and requirements to any subcontractors. Executive Order 2009-09 supersedes Executive Order 99-4 and amends Executive Order 75-5 and is hereby incorporated into this Agreement as set forth in full herein. During the performance of this contract, Applicant 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](https://apps.azsos.gov/public_services/register/2009/46/governor.pdf).)
- V. Legal Arizona Workers Act Compliance: To the extent applicable under A.R.S. § 41-4401, the Applicant 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). Applicant 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 Applicant 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 Applicant and its subcontractors who work on the Agreement to ensure that the Applicant and its subcontractors are complying with the above-mentioned warranty.

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

- W. Israel Boycott Certification: Agency hereby certifies that it is not currently engaged in and will not for the duration of this Agreement engage in, a boycott of Israel as defined by A.R.S. § 35-393.01.

Violation of this certification by Agency may result in action by County up to and including termination of this Agreement.

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

- a. The forced labor of ethnic Uyghurs in the People's Republic of China;
- b. Any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China, or
- c. Any Applicant, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

Y. Books and Records:

- Records of the Applicant's direct personnel payroll, reimbursable expenses pertaining to this Project and records of accounts between the County and Applicant shall be kept on a generally recognized accounting basis and shall be available for **FIVE (5) YEARS** after Final Acceptance of the Project.
- Applicant 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, Applicant may, at its option, deliver such records to COUNTY for retention.

Z. Right to Monitor and Audit:

In the event the County determines that Applicant's performance of its duties or other terms of this Agreement are deficient in any matter, the County will notify Applicant of such deficiency in writing or orally, provided written confirmation is given five (5) days thereafter. Applicant 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 Applicant 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.

VIII. **INDEMNIFICATION AND INSURANCE:**

1. **Liabilities Against Procuring Agency:** The Applicant 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 Applicant'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 Applicant to conform to any statutes, ordinances, regulation, code, law or court decree. It is agreed that the Applicant will be responsible for primary loss investigation, defense and judgment costs where this indemnity applies. Applicant 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 Applicant for the County.
  
2. **Insurance Requirements:** Without in any way affecting the indemnity herein provided and in addition thereto, the Applicant shall secure and maintain, throughout the Agreement, the following types of insurance with limits as shown:
  - **Workers' Compensation:** A program of Workers' Compensation insurance or a state-approved self-insurance program covering all persons providing services on behalf of Applicant and all risks to such persons under this Agreement.
  
  - **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).
  
  - **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
  
  - **Professional Liability:** Professional liability insurance with limits of at least two million dollars (\$2,000,000.00) per claim or occurrence.
  
3. **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.
  
4. **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, Applicant shall furnish Santa Cruz County with a Certificate of Insurance, or formal endorsements as required by the contract as issued by Applicant'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, RFQ 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:

Jennifer St. John, Human Resource Director  
2150 North Congress Drive, Room 119  
Nogales, Arizona 85621

5. 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.

#### **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 Applicant personnel for the evaluation and amendment, if necessary, of the Contract.
- B. The County and the Applicant 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
- C. Adjustment to Cost
  - The specific pricing established by the contractual agreement shall remain firm throughout the term of the contract.
  - 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.

**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)