



**COUNTY of HUMBOLDT COUNTY ADMINSTRATIVE OFFICE  
OFFICE OF ECONOMIC DEVELOPMENT**

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COUNTY OF HUMBOLDT

Request for Proposal #1120-275-Trellis

COUNTY OF HUMBOLDT:  
COLLECTIVE CANNABIS BRANDING, PROMOTING AND MARKETING STRATEGY FOR  
HUMBOLDT COUNTY

**Statement of Purpose**

The purpose of this Request for Proposals is to acquire proposals from qualified full-service marketing agencies and/or marketing consultants. The selected Consultant will develop a distinct national and industry “brand” for Humboldt County grown cannabis and cannabis-related products and services, will provide a range of professional marketing services, and engage in effective promotion of the Humboldt County Cannabis as a unique, high quality product sourced solely in Humboldt County, California. Successful proposals will also include recommendations for strategic use of a county STAMP program.

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**Request for Proposal (RFP)**  
**Cover Page**  
 County Administrative Office  
 County Department of Economic Development  
 County of Humboldt, Eureka, CA

<b>COUNTY AGENCY</b>	<b>Economic Development</b>	
<b>RFP NUMBER</b>	<b>TBD</b>	
<b>RFP TITLE</b>	Collective Cannabis Branding, Promoting and Marketing Strategy for Humboldt County	
<b>PURPOSE</b>	The purpose of this document is to provide interested parties with information to enable them to prepare and submit a proposal for the development and implementation of a Collective Cannabis Branding, Promoting and Marketing Strategy for Humboldt County, including recommendations for strategic use of a county STAMP program.	
<b>DEADLINE FOR RFP SUBMISSION</b>	<b>DEADLINE FOR PROPOSALS TO BE RECEIVED</b> November 30, 2019 1:30 p.m. Pacific Standard Time <b>LATE, FAXED OR UNSIGNED PROPOSALS WILL BE REJECTED</b>	
<b>SUBMIT RFP TO THIS ADDRESS</b>	<b>HUMBOLDT COUNTY ECONOMIC DEVELOPMENT DIVISION</b> 520 E Street Eureka, CA 95501	
<b>SPECIAL INSTRUCTIONS</b>	<ul style="list-style-type: none"> <li>❑ <b>Label the lower left corner of your sealed submittal package with the RFP number 1120-275-Trellis.</b></li> <li>✚ <b>Submit one original with seven additional copies of proposal with required forms.</b></li> </ul>	
<b>DIRECT ALL INQUIRES TO</b>	<b>NAME</b>	Scott Adair
	<b>TITLE</b>	Director of Economic Development
	<b>PHONE #</b>	(707) 445-7745
	<b>FAX #</b>	
	<b>EMAIL</b>	<a href="mailto:sadair@co.humboldt.ca.us">sadair@co.humboldt.ca.us</a>
<b>COUNTY WEBSITE</b>	<b>WEBSITE</b>	<a href="http://www.co.humboldt.ca.us">http://www.co.humboldt.ca.us</a>

**DATE RFP ISSUED: Monday, September 30, 2019**

<b>RFP SIGNATURE AFFIDAVIT</b>	
<b>NAME OF FIRM:</b>	
<b>STREET ADDRESS:</b>	
<b>CITY, STATE, ZIP</b>	
<b>CONTACT PERSON:</b>	
<b>PHONE #:</b>	
<b>FAX #:</b>	
<b>EMAIL:</b>	

Government Code Sections 6250 *et seq.*, the “Public Records Act,” define a public record as any writing containing information relating to the conduct of public business. The Public Records Act provides that public records shall be disclosed upon written request, and that any citizen has a right to inspect any public record, unless the document is exempted from disclosure.

In signing this proposal, I certify that this firm has not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of free competition; that no attempt has been made to induce any other person or firm to submit or not to submit a proposal; that this proposal has been independently arrived at without collusion with any other proposer, competitor or potential competitor; that this proposal has not been knowingly disclosed prior to the opening of proposals to any other proposer or competitor; that the above statement is accurate under penalty of perjury.

The undersigned is an authorized representative of the above named firm and hereby agrees to all the terms, conditions, and specifications required by the County in this Request for Proposal and declares that the attached proposal and pricing are in conformity therewith.

\_\_\_\_\_  
**Signature**

**Title**

**Name (type or print)**

**Date**

This firm hereby acknowledges receipt / review of the following addendum(s) (If any)

Addendum #      Addendum #      Addendum #      Addendum #

## 1.0 DEFINITIONS

- A. **Addendum** – An amendment or modification to the Request for Proposal.
- B. **County** – County of Humboldt.
- C. **Proposal** – An offer submitted in accordance with this RFP to provide an ongoing service for a specified sum of money.
- D. **Proposer** – Any individual or business responding to this Request for Proposal.
- E. **RFP** – Request for Proposal.

## 2.0 INTRODUCTION

### 2.1 Statement of Purpose

The purpose of this Request for Proposals is to acquire proposals from qualified full-service marketing agencies and/or marketing consultants. The selected Consultant will develop a distinct national and industry “brand” for Humboldt County grown cannabis and cannabis-related products and services, will provide a range of professional marketing services, and engage in effective promotion of the Humboldt County Cannabis as a unique, high quality product sourced solely in Humboldt County, California. Successful proposals will also include recommendations for strategic use of a county STAMP program.

### 2.2 Background

#### The Region

The County of Humboldt is located on California’s northern Pacific Coast. The southern border of the County is located 200 miles north of San Francisco, the closest major metropolitan city. The County is bordered on the north by Del Norte County, on the east by Siskiyou and Trinity Counties, on the south by Mendocino County and on the west by the Pacific Ocean. The County encompasses 2.3 million acres, 80 percent of which is forestlands, protected redwoods and recreation areas. The region is primarily mountainous, except for a plain surrounding Humboldt Bay where the area’s largest urban centers are located.

The 2018 Census population of Humboldt County was 136,373.

The County has seven incorporated cities ranging in size from 368 to 27,283 persons. Slightly less than half of the County’s residents live in incorporated communities, while 54 percent of County residents live in the area surrounding Humboldt Bay. This area includes the cities of Arcata, Eureka, Ferndale, and Fortuna, and the unincorporated community of McKinleyville.

## **Cannabis**

### ***Origins of Industry***

Cannabis was initially grown in Humboldt County in the 1960s and 70s by individuals and families interested in going “back-to-the-land” and a more rural lifestyle. Cannabis cultivators perfected their craft over time and Humboldt County gained a reputation as a source for unique, high quality cannabis. These operations were mostly small-scale farms and sales proceeds were often used to support families and/or subsidize other income. In addition, revenues from cannabis were often spent in the community, supporting local non-profits and other Humboldt County businesses.

In the 1980s, many resources dedicated to the national “war on drugs” were focused on eradicating cannabis in Humboldt County. Cultivators who evaded law enforcement or survived law enforcement raids and loss of crops modified their approach and continued to depend on the industry for their livelihood.

### ***Legalization***

California passed Proposition 215 in 1996, which exempted patients and caregivers from criminal marijuana laws. Unfortunately, laws regarding cultivation remained unclear for many years.

The 2009 announcement that the federal government would not put resources toward prosecuting people who complied with their state marijuana laws sparked additional interest in cultivating cannabis in Humboldt County and prompted what is often referred to as the “green rush”. Local farmers expanded crops and others came into the area specifically to grow cannabis, focusing on profits—too often with little regard to impacts to the environment or the local communities.

In 2016, following the 2015 passage of the California Medical Marijuana Regulation and Safety Act, Humboldt County launched a process designed to license new and previously illegal cannabis grows. 2018 brought the legalization of recreational marijuana for adult use. This shift has brought more and bigger cultivators to the industry, increasing competition. A subsequent drop in prices coupled with the costs of moving a cannabis business into regulatory compliance has disproportionately impacted smaller Humboldt County farmers, leaving many struggling. Many others have been forced to leave the industry altogether.

### ***Need***

Humboldt is known internationally for quality cannabis cultivation and the industry has been a significant economic driver for years. As Cannabis emerges as a statewide industry, Humboldt County needs to maintain a competitive advantage in order to preserve and grow market share. Most agree that the region’s economic future will be greatly influenced by how local businesses adapt to changes in the industry.

## *Assets*

The Cannabis industry benefits from many of the same assets as other industries located in Humboldt County, including a beautiful and diverse natural environment, diverse entrepreneurial network, an innovative “maker” culture, and rural quality of life for residents and visitors alike.

In addition, Humboldt County’s long history in the Cannabis industry has created many industry-specific assets. The community is home to multiple individuals with decades and/or multi-generations of experience, many with specialized expertise in the Cannabis industry. Industry leaders are adaptable and creative problem solvers, committed to growing and producing quality products. This has helped ensure that Humboldt County has a nationally and internationally established and ever-growing reputation for producing quality/premium cannabis plants and products. This renown has solidified Humboldt County’s identity within the region as a cannabis tourism destination which should be capitalized upon. For example, the Napa Valley is the most renowned/familiar winegrowing region in the United States while producing only 4% of California’s grapes and 0.4% of the world’s wine. Humboldt County is poised to become the center of Canna-Tourism.

The story of Cannabis in Humboldt County—the development of specialized expertise and the growth and evolution of the industry is also an asset that should be considered in any marketing/branding effort.

*See the Humboldt County Cannabis Equity Assessment, August 2019 for more information about the history of Cannabis in the region. The document can be accessed at <https://humboldt.gov/DocumentCenter/View/78948/Humboldt-County-Cannabis-Equity-Assessment>.*

## **2.3 Goals**

**A successful branding and marketing efforts will ensure that the region maintains a competitive advantage in the ever-changing cannabis marketplace. Humboldt County must continue to build the regional brand and further strengthen local product and related services positioning in the market.**

To accomplish project goals, the industry’s many assets need to be understood, packaged and marketed. The successful consultant will work with staff to develop and implement specific marketing strategies to:

- Build a consistent, well-recognized and respected brand for Humboldt County Cannabis and cannabis-related products and services.
- Make recommendations regarding the utilization of a county-specific STAMP program as part of these efforts.
- Increase business and industry interest and investment.

### **Build a Brand**

The county desires a consistent, well-recognized and respected brand for Humboldt County Cannabis and cannabis-related products and services developed through proven and innovative strategies that:

- Provides consistent messaging, brand standards, and visual elements.
- Increases understanding and recognition of Humboldt County Cannabis for consumers and industry experts in and outside the region.
- Increases demand for Humboldt County cultivated cannabis.

### **Audience**

Marketing efforts need to clearly identify and target messaging to appeal to various audiences and accomplish the goals outlined above. These could include but are not limited to consumers, dispensaries, etc.

### **Collaboration**

A successful proposal will include considerations regarding coordinating and collaborating with trade organizations, educational institutions and others as appropriate to capitalize on synergies, maximize resource utilization, and more.

### **Tools**

The contractor will be expected to work with county staff and others as needed to develop the technical expertise and other tools necessary to accomplish project goals. Strategies could include, but are not limited to:

- Innovative use of the Humboldt County-specific STAMP program.
- Designing a relevant, responsive and attractive website that:
  - Is user-friendly, ADA accessible and functional to users of all experience levels.
  - Includes provisions for regular and professional maintenance and updates.
- Utilizing Social Media like Facebook, Instagram, etc.
- Developing and utilizing other tools to assist in achieving project goals.

## **3.0 PRELIMINARY SCOPE OF SERVICES**

This document only presents a preliminary scope of services to generally communicate the County's expectations. A final scope of services will be developed by the County and the successful Proposer. All Proposers will be held strictly to the technical, service and capability requirements outlined in this RFP, and such requirements will be incorporated into the final Professional Services Agreement. The County Economic Development Department desires a range of professional marketing services that achieves the goals outlined above.

### **Anticipated Services**

The outline of anticipated services (Section 3.1) will allow the County to compare proposals. The precise scope of services to be incorporated into the final Professional Services Agreement will be based upon the successful proposal and may be the subject of negotiations between the County and the successful Proposer.



Based upon the County's outline of services, the Proposer shall prepare a complete description of the scope of services which the Proposer intends to perform in order to meet the project goals (see Section 2.1) and anticipated services (see Section 3.1).

### **3.1 Outline of Anticipated Services**

The following is an outline of the services that the County anticipates the successful Proposer to perform. The Proposer may identify services in its proposal that differ from the outline of services described in this RFP, if the Proposer believes such changes will assist the County in more efficiently and effectively achieving the County's goals.

#### **1. Research and Analysis**

Outline anticipated research and analysis necessary to implement the remainder of the scope of work, including but not limited to:

- Reviewing existing branding and marketing efforts
- Identification and clear articulation of area assets
- Identifying stakeholders, current and potential partnerships, synergies and collaborations
- Identification and clear definition of current and target audiences detailed by
  - Demographics
  - Geography
  - Interest
  - Etc.

#### **2. Goal and Strategy Development**

Work with county staff and others as directed to develop specific strategies to accomplish the goals outlined in this RFP. Activities could include, but are not limited to:

- Synthesis of Task 1 findings
- Refinement, clear articulation and confirmation of project goals as outlined in Section 2.3 of this RFP and deliverables
- Additional Audience Research; final identification of target audiences
- Strategy identification

#### **3. Project Planning**

Work with county staff and others as directed to develop project plans to accomplish strategies identified in Task 2 including, but not limited to:

A clearly articulated project scope that outlines

- Project goals and deadlines
- Benchmarks
- Activity Plan
- Timeline
- Budget
- Resource needs

#### **4. Communication Plan**

Work with county staff to develop a communication plan that

- Keeps county staff apprised of project

- Outlines efforts to inform stakeholders and community members of project efforts and progress

5. Assessment Plan

Work with county staff to develop a plan to monitor and report on “success metrics” that will be used to measure project progress. This may include but is not limited to:

- Regular written reports and presentations to
  - County staff
  - County Board of Supervisors
- Press release (s) and/or other reports to the community regarding project initiatives, progress and success
- Developed mechanisms to adjust goals, strategies and timelines if necessary to more successfully achieve project goals

6. Tools

Work with county staff and others as needed to develop the technical and other tools necessary to accomplish project goals.

**3.2 Development Process**

It is expected that the successful Proposer will accept input and guidance from the County Economic Development Team in order to develop a final project scope that best meets the needs of the County’s vision and goals. The successful Proposer will also be expected to maintain timely and regular communication with the County Economic Development Team throughout the duration of the project. Throughout the project, the successful Proposer shall communicate any additional strategies the Proposer feels would improve project outcomes.

**4.0 SCHEDULE OF EVENTS**

The following RFP schedule of events represents the County’s best estimate of the schedule that shall be followed. Unless otherwise specified, the time of day for the following events shall be between 8:00 a.m. and 5:00 p.m., Pacific Time.

The County reserves the right, at its sole discretion, to adjust this schedule as it deems necessary. Notification of any adjustment to the schedule of events shall be provided to all Proposers.

<b>EVENT</b>	<b>DATE</b>
RELEASE OF REQUEST FOR PROPOSAL	September 30, 2019
CONFERENCE CALL w/ PROSPECTIVE PROPOSERS TO REVIEW PROJECT GOALS AND OBJECTIVES (Optional)	October 15, 2019, 2 p.m. to 3 p.m. PST
DEADLINE FOR SUBMISSION OF QUESTIONS Email: sadair@co.humboldt.ca.us	October 30, 2010, 5 p.m. PST

CONFERENCE CALL w/ PROSPECTIVE PROPOSERS TO REVIEW SUBMITTED QUESTIONS (optional). Responses to questions will also be provided to prospective proposers electronically.	November 15, 1 p.m. to 2 p.m.
DEADLINE FOR PROPOSALS <u>TO BE RECEIVED</u>	November 30, 2019, 1:30. p.m. PST
RFP EVALUATION PROCESS	December 30, 2019
RECOMMENDATION OF AWARD TO COUNTY BOARD OF SUPERVISORS (AGENDA ITEM)	January 15, 2020
AGREEMENT FINALIZATION & START DATE	February 1m 2020
TIMELINE FOR COMPLETION OF PROJECT COMPLETION-	This will be a 3-year contract

## 5.0 TERM OF AGREEMENT

The term of the Professional Services Agreement shall commence upon execution of the parties and shall continue for three (3) years.

## 6.0 PROPOSAL SUBMITTAL

Proposer shall prepare and submit one (1) original and five (5) additional copies of the proposal by **1:30 p.m., Pacific Standard Time on November 30, 2019**. Proposals shall be signed by an authorized agent and placed in a sealed package clearly marked **RFP #TBD**. Unsigned Proposals will be rejected.

Proposals shall be delivered or mailed to:

HUMBOLDT COUNTY ECONOMIC DEVELOPMENT DEPARTMENT  
Attention: Scott Adair  
Director of Economic Development  
520 E Street  
Eureka, California 95501  
Email: sadair@co.humboldt.ca.us

Proposals submitted to any other County office other than the Economic Development Department will be rejected and returned to the Proposer unopened.

Time is of the essence, and any proposal received after the abovementioned time and date for submittal, whether by mail or otherwise, will not be considered (postmarks will not be accepted in lieu of this requirement). It is the sole responsibility of the Proposer to ensure that its proposal is

received before the submittal deadline. Proposals received after the time and date for submittal by mail or otherwise will be returned unopened. However, nothing in this RFP precludes the County from requesting additional information at any time during the proposal evaluation process.

Proposals may not be delivered orally, by facsimile transmission, or by other telecommunication.

### ***Registration***

If you intend to respond with a proposal, please register your intent by emailing Scott Adair, [sadair@co.humboldt.ca.us](mailto:sadair@co.humboldt.ca.us) no later than October 10, 2019.

Provide the following in your registration email:

Firm Name  
Contact Name  
Email Address  
Phone Number

Registration is not required but doing so will ensure you receive any schedule updates or addendums to this RFP.

## **7.0 PUBLIC RECORDS AND TRADE SECRETS**

All proposals and materials submitted become the property of the County and are subject to disclosure under the Public Records Act, Government Code Sections 6250 *et seq.*

This Request for Proposal and all responses are considered public information, except for specifically identified trade secrets, which will be handled according to applicable state laws and regulations. Any page of the proposal that is deemed to be a trade secret by the Proposer shall be clearly marked "PROPRIETARY INFORMATION" at the top of the page in at least one-half inch size letters. Proprietary information will not be released, if Proposer agrees to indemnify, defend, and hold harmless the County in any action brought to compel disclosure of such information. The Proposer, by submitting proprietary information, agrees that the County's failure to contact the Proposer prior to the release of such information will not be a basis for liability by County or any County employee.

## **8.0 GENERAL REQUIREMENTS AND INFORMATION**

### **8.1 General Instructions**

1. All proposals must be submitted in accordance with the standards and specifications contained within this RFP, and must contain a signed and completed Signature Affidavit.
2. Proposals must be typed uniformly on letter size (8 ½" X 11") white paper, single sided or double sided, with each section clearly titled and each page consecutively numbered.
3. Proposals must be clean and suitable for copying.

4. Proposals must be complete and specific unto themselves. For example, “*See Enclosed Manual*” will not be considered an acceptable response.
5. The proposal shall be concise and to the point.
6. Receipt of all addenda, if any, must be acknowledged on the bottom of the RFP Signature Affidavit Sheet.

## **8.2 Right of County to Reject Proposals**

The County reserves the right to reject any and all proposals or to waive, at its discretion, any irregularity, which the County deems reasonably correctable or otherwise not warranting rejection of a proposal.

## **8.3 Proposal Modification**

Any Proposer who wishes to make modifications to a proposal already received by the County must withdraw his/her proposal. All handwritten modifications must be made in ink, properly initialed by Proposer’s authorized representative, executed, and submitted in accordance with the terms and conditions of this RFP. It is the responsibility of the Proposer to ensure that the modified proposal is resubmitted before the submission deadline of November 30, 2019. Proposals cannot be changed or modified after the submission deadline.

## **8.4 Award of Agreement**

The County reserves the right to negotiate the terms of the Professional Services Agreement for this project with one or more proposers. All proposers may be requested to make presentations and shall negotiate in good faith in accordance with direction from the County. Any delay caused by Proposer’s failure to respond to direction from the County may lead to a rejection of the proposal.

The award of an agreement, if made by the County, will be based upon a total review and analysis of each proposal and projected costs. If the County determines, after further evaluation and negotiation, to award an agreement, a Professional Service Agreement shall be sent to the successful Proposer for the Proposer’s signature. No proposal shall be binding upon the County until the Professional Services Agreement is signed by duly authorized representatives of the selected Proposer and the County.

## **8.5 Cost of Proposal Preparation**

The County shall not pay any costs resulting from or associated with Proposer’s participation in the RFP process, including the preparation of any proposal.

## **8.6 Notification of Withdrawal of Proposal**

Proposer may withdraw its proposal at any time prior to the date and time specified for proposal submission upon formal written notice. Proposals will become the property of the County after the submission deadline.

## **9.0 REQUIRED FORMAT OF PROPOSAL**

To be considered, proposals must contain the elements outlined in this section. Failure to include any requested information may result in the rejection of the proposal. **While each proposal needs to contain the sections outlined below, proposers are encouraged to take creative license in their format and presentation.**

- A. RFP Signature Affidavit
- B. Proposal Table of Contents
- C. Corporate/Company/Agency Profile
- D. Description of Services
- E. Technical Capabilities
- F. Disaster Recovery Plan
- G. Implementation Timeline
- H. Training Plan
- J. Cost Proposal
- K. Documentation
- L. References
- M. Evidence of Insurability/Business Licenses
- N. Exceptions, Objections and Requested Changes
- O. Identification and Description of Potential Conflicts of Interest

### **A. RFP Signature Affidavit**

The RFP Signature Affidavit must be signed by an authorized representative. Signature authorization on the RFP Signature Affidavit shall constitute a warranty, the falsity of which shall entitle the County to pursue any remedy authorized by law, including but not limited to, terminating any agreement resulting therefrom.

### **B. Proposal Table of Contents**

The proposal shall include a comprehensive table of contents that identifies submitted material by sections in the order listed above and with sequential page numbers.

### **C. Corporate/Company/Agency Profile**

The proposal shall include a narrative which identifies the Proposer's ability to provide the services as specified in this RFP. The Corporate/Company/Agency Profile should be concise and clear, and include descriptive information regarding service delivery capabilities. The narrative must include, at a minimum, the following items:

1. Proposer's Business name, legal business status and company size (total number of current staff).
2. An overview of Proposer's current and previous business activities, including:
  - a. The history of Proposer's firm.
  - b. The number of years Proposer has been operating under the present business name, and any prior business names.
  - c. The number of years Proposer has been providing services equivalent to those presented in the proposal.
  - d. Proposer's mission statement.
3. A detailed description of any fraud convictions related to public contracts (if applicable).
4. A detailed description of any current or prior debarments, suspensions or other ineligibility to participate in public contracts (if applicable).
5. A detailed description of any federal or state violations of industry or regulatory requirements (if applicable).
6. A detailed statement of qualifications, including:
  - a. The number of staff that will be providing services to the County.
  - b. The physical location address of all facility(s) from which services to the County will be provided, and the staff allocation at each facility.
  - c. Identification of the project manager, alternate project manager, and key project team members, including an organizational chart and resumes of each representative.
  - d. A summary of the experience and technological expertise of the staff who will design, develop and maintain any proposed website, social media output, etc. including specific experience with other public agencies.
  - e. The name, position, phone number, and email address for each person responsible for day-to-day customer service. This contact person will be given to County Departments as their contact for customer service.
7. A detailed description of Proposer's policies regarding quality assurance.
8. A detailed description of any earth-friendly policies and practices Proposer has implemented, or plans to implement, in order to help minimize adverse environmental and health-related impacts associated with its business operations.
9. Whether the Proposer holds a controlling or financial interest in any other organizations, or is owned or controlled by any other person or organization. If none, that must be stated.

#### **D. Description of Services**

The proposal shall include a complete description of the scope of the services (including major tasks and subtasks) that the Proposer intends to provide in order to meet the objectives and requirements specified in this RFP. The narrative must include, at a minimum, the following items:

1. A detailed description of how the proposed services will be performed.
2. A list of any anticipated services outlined in Section 3.1 of this RFP that are not included in the proposed services and the reasons for exclusion.
3. A detailed description of Proposer's specific management expertise that ensures satisfactory contract performance.
4. A detailed description of the expected communication channels between Proposer and the County to ensure that services will be performed to the County's satisfaction, including how potential problems will be resolved.
5. A detailed description of any innovations and procedural enhancements that Proposer believes may add value to the proposed project.

#### **E. Technical Capabilities**

The Proposal shall include a narrative describing Proposer's technical capabilities for providing the proposed services. In addition, if Proposer intends on subcontracting portions of the proposed services, the narrative shall provide: the name of each subcontractor; each subcontractor's role in the project; the percentage of the project each subcontractor will complete; and the location of where the work will be performed. Listed subcontractors may not be substituted or replaced, and additional subcontractors may not be added to the project without prior approval from the County. If the Proposer is intending on employing offshore resources, the narrative shall also include a complete description of how the data sources, quality control and communication will be performed.

#### **F. Disaster Recovery Plan**

The proposal shall include a draft Disaster Recovery Plan outlining the solutions for potential staffing shortages, power outages, system crashes, road closures, or facility shutdowns, that may occur in the event of a natural disaster. Examples include, backup personnel, alternate facilities, distribution centers and other resources.

#### **G. Implementation Plan and Timeline**

The proposal shall include a detailed implementation plan and timeline for the entire project. The scheduled milestones should be expressed in terms of days or weeks from the time an agreement is executed. It is the County's intention to execute an agreement with the successful



Proposer on or about February 1, 2020. Time is of the essence in commencing the delivery of services. The County reserves the right to determine the implementation timetable based on calendar and fiscal restraints.

## **H. Training Plan**

If appropriate, the proposal shall include a detailed description of the training plan for County staff (for example, to upload/update website content). The description shall include, at a minimum, the following items:

1. An outline of the on-site training to be provided to the County's staff, including the number of training hours to be provided.
2. A list of all on-site training Proposer intends to provide to County's staff, including the number of training hours and sessions to be provided.
3. A list of the training for department personnel, including the recommended number of attendees, the number of hours to complete each training session, and the number of sessions to be provided.
4. An overview of the training aids, materials, and other non-personnel resources that will be provided by the Proposer. Proposers shall attach samples of any such training materials to the proposal.
5. A list of recommended ongoing training available to the County after the project completion, including whether the training will be provided by the successful Proposer, the training location, the recommended level and number of attendees, the number of hours to complete each training session, and the number of sessions to be provided.

## **I. Cost Proposal**

The Proposal shall include an itemized list of the costs for all of the proposed services, software licenses, manuals, documentation, training-related expenses and other materials to be provided in connection with the proposed project (Exhibit B – Cost Proposal Form). In providing costing information, staffing levels and hourly rates shall be provided. Proposers can expect the Professional Services Agreement to be developed on a not-to-exceed price basis.

Proposer agrees that the price quotes listed on Exhibit B include all taxes and are the maximum they will charge during the term of any agreement awarded. In addition to completing Exhibit B, Proposer may attach a narrative to clarify any pricing data submitted therein. The following is an outline of the general information and requirements applicable to price quotes:

1. Submitted prices shall be valid for a minimum of 180 days from the proposal submission deadline of November 30, 2019.

2. Price quotes shall include any and all payment incentives available to the County.
3. Price quotes shall include any exceptions, deviations, and clarifications pertinent to the service and/or goods that may assist in the evaluation of your proposal.

**J. Documentation**

The proposal shall include a narrative describing all invoices, training materials and any other pertinent documents that will be used to facilitate the terms and conditions of this RFP. Samples of each document described in this section shall be attached to the proposal.

**K. References**

The proposal shall include a Reference Data Sheet (see Exhibit D) containing present and past performance information from a minimum of 3 former clients. The performance information included in each reference must be clearly correlated to the requirements of this RFP. Each reference shall include:

1. The agency name, address, email address and telephone number for the current contact person of each referenced employer.
2. The dates of the work performed for referenced clients.
3. A summary of the scope of services performed for the referenced clients, including the agency population, population characteristics (metropolitan, rural, etc.), number of departments for County or city clients, time frame for implementation, date delivered and URL of the website home page.
4. A verification that all reference information provided in Exhibit D is true and correct.

**M. Evidence of Insurability/Business Licenses**

All Proposers shall submit evidence of eligibility for all insurances required by Section 15 of the sample Professional Services Agreement (see Exhibit C). Upon the award of an agreement, the successful Proposer will have 10 calendar days to produce certificates of the required insurance, including a certified endorsement naming the County as additional insured. Additional insurance should not be purchased until an agreement has been awarded.

In addition, all Proposers shall certify the possession of any and all required licenses or certifications. A copy of current business licenses or other applicable licenses must be submitted with the proposal.

**N. Exceptions, Objections and Requested Changes**

The Proposer should carefully review the terms and conditions of this RFP and the sample Professional Services Agreement. Any exceptions, objections or requested changes to the RFP

or the sample Professional Services Agreement shall be clearly stated and explained in the proposal. Descriptions of any exceptions, objections or requested changes should include the page and paragraph number of the portion of the RFP or sample Professional Services Agreement being referenced.

Protests based on any exception, objection or requested change shall be considered waived and invalid by the County if the exception, objection or requested change is not clearly identified and explained in the proposal.

## **10.0 EVALUATION CRITERIA AND REVIEW PROCESS**

After the proposals are received and opened by the County, the County shall review and evaluate all proposals for responsiveness to the RFP, in order to determine whether the Proposer possesses the qualifications necessary for the satisfactory performance of the services required therein. The County may also investigate qualifications of all Proposers to whom the award is contemplated, and the County may request clarifications of proposals directly from one or more Proposers. In reviewing the proposals, the County may consider the following:

1. **Ability to deliver specific services outlined in the project scope – 50 points:** Ability to achieve project goals outlined in Section 2.3 and meet the service requirements referenced in the project scope of work (see Section 3.1).
2. **Company Profile and References – 40 points:** Proposer’s related experience in successful implementations of branding/marketing projects for government agencies of comparable size, with multiple departments. Proposer’s company profile, including stability, size, and team members.
3. **Overall cost of Project – 10 points:** Total cost to provide the services outlined in the project costs.

All proposals will be evaluated by an evaluation panel made up of County staff. All contacts during the review selection phase will only be through the RFP Administrator, Scott Adair (see Section 12.0 for contact information). Attempts by the Proposer to contact any other County representative may result in disqualification of a proposal. The RFP Administrator will present the evaluation results to the County Board of Supervisors for review and approval on or about January 14, 2020.

The evaluation process is designed to award the procurement not necessarily to the Proposer of least cost, but rather to the Proposer with the best combination of attributes based upon the evaluation criteria. Therefore, proposals are evaluated against the evaluation criteria in this RFP and not against other proposals.

The County reserves the right, at its sole discretion, to request clarifications of proposals or to conduct discussions for the purpose of clarification with any or all Proposers. The purpose of any such discussions shall be to ensure full understanding of the proposal. Discussions shall be limited to specific sections of the proposal identified by the County and, if held, shall be after initial

evaluation of the proposals. If clarifications are made as a result of such discussion, the Proposer shall put such clarifications in writing.

## **11.0 INTERPRETATION OF RFP**

The Proposer is responsible for meeting all of the requirements, specifications, and conditions stated in this RFP and the Sample Professional Service Agreement. If the Proposer finds discrepancies in or omissions from the RFP, or is in doubt as to the meaning of a particular portion thereof, a written request for interpretation or correction should be made to the County. Such inquires shall be directed to:

Scott Adair  
Director, County of Humboldt Economic Development Department  
520 E Street  
Eureka, CA 95501  
Telephone: 707-445-7745  
Email: [sadair@co.humboldt.ca.us](mailto:sadair@co.humboldt.ca.us)

Any changes to the RFP will be made and distributed only by written addendum, and will be posted on the County's Purchasing website at <http://www.co.humboldt.ca.us/purchase>.

## **12.0 OWNERSHIP AND INTELLECTUAL PROPERTY**

All Proposers are hereby informed that:

1. All products, graphics, domain names, content developed during the course of the project/under this scope of work shall be owned solely by the County, together with any and all underlying software, object codes, digital programming and source codes. Any type of Source files, which would be necessary for the County to update or change the design of any project deliverables, must be delivered at the end of the project.
2. All intellectual property developed in connection with the project will be owned solely by the County.
3. In developing project materials, the successful Proposer will not infringe or violate the copyright or other intellectual property rights of third parties.
4. The successful Proposer is responsible for securing various rights, licenses, clearances and other permissions related to works, graphics or other copyrighted materials to be used or otherwise incorporated in the project.
5. All applicable copyright notices will be displayed on the project outputs.

### **13.0 LIQUIDATED DAMAGES**

If the work necessary to complete the project scope of work is not finished by the time of completion set forth in the final Professional Services Agreement, damage will be sustained by the County, and it will be impracticable and extremely difficult to ascertain and determine the amount thereof. Therefore, the Proposer will be required to pay the County a mutually agreed upon sum per day for each and every calendar day's delay in finishing the work in excess of the number of working days prescribed. Additionally, the Proposer will be required to pay said liquidated damages, and the County may deduct the amount thereof from any moneys payable or that may become payable to the Proposer under the Professional Services Agreement.

### **14.0 CONFLICT OF INTEREST**

Proposer warrants and covenants that no official or employee of the County, nor any business entity in which an official of the County has an interest, has been employed or retained to solicit or assist in the procuring of the resulting agreement, nor that any such person will be employed in the performance of such agreement without immediate divulgence of such fact to the County.

### **15.0 CANCELLATION OF RFP PROCESS**

The RFP process may be canceled after opening, but prior to award if the County determines that cancellation is in the best interest of the County for reasons similar to the following:

1. The services are no longer required.
2. The proposals received are unfeasible due to cost.
3. The proposals did not independently arrive in open competition, were collusive, or were not submitted in good faith.
4. The County determines that its needs can be satisfied through an alternative method.

The County reserves the right to amend or modify the Scope of Services prior to the award of proposal, as necessity may dictate, and to reject any and all proposals hereunder. This RFP does not commit the County to award an agreement or to pay any costs incurred in the preparation of a proposal in response to this request. The County reserves the right to accept or reject any or all proposals received as a result of the request, to negotiate with any qualified source or to cancel in part or in its entirety this RFP, if it is in the best interest of the County as determined thereby.

## 16.0 COUNTY OBSERVED HOLIDAYS

<b>HOLIDAY</b>	<b>DAY OBSERVED</b>
*New Year's Day	January 1
Martin Luther King Jr. Birthday	Third Monday in January
*Lincoln's Birthday	February 12
Washington's Birthday	Third Monday in February
Memorial Day	Last Monday in May
* Independence Day	July 4
Labor Day	First Monday in September
Columbus Day	Second Monday in October
*Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Following Thanksgiving	Friday following the fourth Thursday in November
*Christmas Day	December 25

**\*Note:** Friday preceding January 1, February 12, July 4, November 11, or December 25, when such date falls on a Saturday or; the Monday following such date when such date falls on a Sunday.