



COUNTY OF HUMBOLDT

County Administrative Office – Economic Development Division

Request for Proposals No. EDD-2024-01

**Professional Consulting Services to Assist in the Completion of the Humboldt
County Comprehensive Economic Development Strategy**

Humboldt County, California

Issued: Feb. 27, 2024

Proposals Due: March 8, 2024 (received by 5:00 p.m.)

County Administrative Office – Economic Development Division

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REQUEST FOR PROPOSALS NO. EDD-2024-01
PROFESSIONAL CONSULTING SERVICES TO ASSIST IN THE COMPLETION OF THE
HUMBOLDT COUNTY COMPREHENSIVE ECONOMIC DEVELOPMENT STRATEGY

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1.0 DEFINITIONS:

1.1 Terms:

- A. **Addendum.** As used herein, the term “Addendum” refers to an amendment or modification to this Request for Proposals.
- B. **County.** As used herein, the term “County” refers to the County of Humboldt, a political subdivision of the State of California, acting through its County Administrative Office – Economic Development Division.
- C. **Professional Services Agreement.** As used herein, the term “Professional Services Agreement” refers to the contract awarded to any Successful Proposer regarding the provision of professional consulting services that are designed to assist the County with economic development studies and analyses of target industries.
- D. **Proposal.** As used herein, the term “Proposal” refers to the document or documents submitted by a proposer in response to this Request for Proposals.
- E. **Proposer.** As used herein, the term “Proposer” refers to any individual, agency, firm, company or organization submitting a Proposal in response to this Request for Proposals.
- F. **Services.** As used herein, the term “Services” refers to specified professional consulting services that are designed to assist the County with economic development studies and analyses of target industries.
- H. **Successful Proposer.** As used herein, the term “Successful Proposer” refers to any individual, agency, firm, company or organization that the County selects to enter into a final Professional Services Agreement with after the evaluation and selection process set forth in this Request for Proposals has been completed.

1.2 Abbreviations:

- A. **CEDS.** As used herein, the abbreviation “CEDS” refers to the County of Humboldt’s Comprehensive Economic Development Strategy. The CEDS is a five-year strategic plan for economic development and a document required by the Economic Development Agency to apply for funding.
- B. **C.F.R.** As used herein, the abbreviation “C.F.R.” refers to the United States Code of Federal Regulations, as may be amended from time to time.
- C. **EDA.** As used herein, the abbreviation “EDA” refers to the U.S. Economic Development Agency. The County of Humboldt secured funding from the EDA to facilitate the completion of the CEDS.
- E. **RFP.** As used herein, the abbreviation “RFP” refers to this Request for Proposals for the provision of professional consulting services that are designed to assist the County with the

development of a Microsoft Office 365 feature implementation plan.

2.0 INTRODUCTION:

2.1 Statement of Purpose:

The County of Humboldt (“County”), by and through the County Administrative Office Economic Development Division, is issuing this Request for Proposals (“RFP”) to solicit proposals from qualified professionals to provide specified professional consulting services (“Services”) that will assist the County with the completion of the Humboldt County Comprehensive Economic Development Strategy (“CEDS”). The successful consultant will work closely with the County to develop a robust and impactful CEDS document that aligns with the guidelines set forth by the U.S. Economic Development Administration (EDA).

This RFP is a non-binding solicitation and may be canceled by the County at any time.

2.2 Objectives and Priorities:

The County has been awarded funding from the U.S. Economic Development Administration (EDA) for the completion of the CEDS in compliance with the Federal regulations governing the CEDS, 13 C.F.R § 303.7.

The CEDS is a five-year strategic planning document for fostering sustainable economic development that contributes to the prosperity of individuals, businesses, and communities in Humboldt County. The CEDS document will include, at a minimum, a Summary Background, SWOT Analysis, Strategic Direction/Action Plan, and an Evaluation Framework. The CEDS must also incorporate the concept of economic resilience through the final document.

Funding for any agreement resulting from this RFP comes from an EDA technical assistance grant. Federal funds are subject to tracking and annual monitoring requirements. The County expects the Successful Proposer to provide services in line with all federal requirements through the term of April 1, 2024 – June 30, 2025.

2.3 Overview of the Selection Process:

The Successful Proposer will have proven experience in, and be able to demonstrate the ability, expertise, and capacity for, conducting and facilitating thorough economic and workforce research, benchmarking, analyses, stakeholder engagement, assessments, and studies, as well as developing data-driven strategies while effectively collaborating with County staff and a diverse set of community partners.

Information received as part of the Proposals submitted in response to this RFP shall be objectively evaluated to identify the Proposer that is best qualified to provide the Services set forth herein. At the conclusion of the evaluation, selection, contract negotiation and approval processes set forth in this RFP, a final Professional Services Agreement pertaining to the provision of the Services set forth herein will be awarded to the Successful Proposer. The final Professional Services Agreement resulting from this RFP process will expire on June., 2024, unless the term thereof is extended through a written amendment thereto.

3.0 PRELIMINARY SCOPE OF SERVICES:

3.1 Outline of Anticipated Services:

The outline of anticipated services presented herein is for the primary purpose of allowing the County to compare Proposals submitted in response to this RFP. The precise scope of services that will be incorporated into the final Professional Services Agreement resulting from this RFP process shall be the subject of negotiations between the County and the Successful Proposer.

- A. **Economic Background Analysis.** The Successful Proposer will conduct a thorough economic background analysis for Humboldt County. This includes in-depth research and data analyses of the county's current economic conditions and trends. The analysis will encompass demographic, employment, and industry data, providing critical insights to inform the development of the CEDS.
- B. **Community Engagement Facilitation.** The Successful Proposer will facilitate comprehensive community engagement processes. This involves collaborating with diverse shareholders, including individuals, organizations, local governments, and private industry. The consultant will organize workshops, meetings, and interviews to ensure inclusive input and perspectives in the CEDS development process.
- C. **SWOT Analysis.** The Successful Proposer will conduct a Strengths, Weaknesses, Opportunities, and Threats (SWOT) analysis, identifying key factors influencing the socioeconomic landscape in Humboldt County.
- C. **Strategic Planning.** Based on the results of economic analyses and community engagement, the Successful Proposer will develop a strategic direction and action plan for economic prosperity in Humboldt County. Integration of elements from other regional plans, aligning with land use, transportation, workforce development, and relevant factors, will be a key focus.
- D. **Evaluation Framework Design.** The Successful Proposer will design a comprehensive evaluation framework with key performance indicators. Criteria should be established to assess the implementation of the CEDS and its impact on the regional economy. Performance measurement should be seamlessly integrated into the overall CEDS strategy for continuous improvement and effectiveness.
- E. **CEDS Document Synthesis.** The Successful Proposer will integrate their work, along with other relevant reports and planning documents, to create the final CEDS Document. This document will synthesize key data, insights, and actionable strategies into a single, unified plan for sustainable, equitable, and resilient economic development in Humboldt County.
- F. **Workforce, Stakeholder, and Cost Components.** Upon identifying strategies and action items resultant from the above activity the Successful Proposer will perform a workforce needs analysis, stakeholder participation analysis, and cost implementation analysis for performing and administering said CEDS strategies. This specific part of the scope (3.0 F) may be paid wholly or in part from Workforce Innovation Opportunity Act (WIOA) funding. If so, the Successful Proposer will be required agree to mandated WIOA provisions in the final agreement for services and to cooperate with any federally mandated WIOA reporting activity during or after the agreement period. These provisions read as follows:

- a. *“The deliverables and activities per the scope of services in this agreement are supported by the Workforce Investment Opportunity Act (WIOA) as part of an award totaling \$XXX,XXX.XX (Grant Name) with X (X) percent financed from non-federal sources”.*
- b. *“No funds under this agreement shall be used by the CONTRACTOR or the COUNTY for lobbying (Byrd-Anti-Lobbying Amendment) [2 CFR 200.450 and 2 CFR 200 Appendix II (J)]*
- c. *“CONTRACTOR shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air.”*

3.2 Project Management and Coordination:

The County anticipates that the Successful Proposer will maintain timely and regular communication with the County throughout the term of the final Professional Services Agreement resulting from this RFP process in order to plan, and organize information pertaining to, the provision of services equivalent to those set forth herein, including, without limitation, participating in regular planning and coordination meetings.

4.0 REQUIREMENTS STATEMENT:

4.1 Eligibility Requirements:

A. **Mandatory Qualifications.** In order for Proposals to be considered for award of a Professional Services Agreement pursuant to this RFP process, Proposers must possess, at a minimum all, of the following:

1. At least ten (10) years of experience providing services equivalent to those set forth in this RFP.
2. Extensive knowledge of, and familiarity with, any and all local, state and federal laws, regulations, policies, procedures and standards applicable to the provision of services equivalent to those set forth in this RFP.
3. Extensive knowledge of, and familiarity with, the standard methods, techniques and practices applicable to the provision of services equivalent to those set forth in this RFP.
4. Ability to obtain any and all resources necessary to provide services equivalent to those set forth in this RFP.
5. Ability to work long hours as necessitated by site work.
6. Good verbal and written communication skills.

B. **Required Personnel.** In order to be considered for award of a Professional Services Agreement pursuant to this RFP process, Proposers must have personnel that are capable of, and experienced in, performing the Services set forth herein with minimal instruction.

4.2 Licensure, Certification and Accreditation Requirements:

In order to be considered for award of a Professional Services Agreement pursuant to this RFP process, Proposers must be in compliance with any and all applicable local, state and federal licensure, certification and accreditation requirements and standards.

5.0 SCHEDULE OF EVENTS:

The following schedule of events represents the County’s best estimate of the schedule that will be followed with regard to this RFP process. Unless otherwise specified, the time of day for the following events shall be between 8:00 a.m. and 5:00 p.m., Pacific Standard Time. The County hereby reserves the right, at its sole discretion, to adjust this tentative schedule as it deems necessary, including, without limitation, extending the deadline for submission of Proposals. Notification of any adjustments to the following schedule of events shall be provided to all Proposers.

EVENT	DATE
RFP Issued by County:	Feb. 27, 2024
Deadline for Submission of Questions:	March 1, 2024, 5:00 p.m.
Deadline for Responses to Questions:	March 5, 2024
Deadline to Submit Proposals:	March 8, 2024, 5:00 p.m.
Completion of Proposal Evaluation and Selection Process:	March 15, 2024
Recommendation of Award to Board of Supervisors:	March 26, 2024
Finalization of the Professional Services Agreement:	March 27, 2024
Start Date of the Professional Services Agreement:	April 1, 2024

6.0 GENERAL REQUIREMENTS AND INFORMATION REGARDING PROPOSALS:

6.1 Proposal Submission:

Proposers shall prepare and submit one (1) copy of the proposal, in PDF format, via email by **5:00 p.m. Pacific Standard Time, March 8, 2024**. Proposals shall be signed by an authorized agent and the subject line of the submission email must include **RFP No. EDD-2024-01**. Proposals that are unsigned, or signed by an individual not authorized to bind the Proposer, will be rejected. Proposals shall be emailed to the County at the following address:

COUNTY: Humboldt County Administrative Office – Economic Development Division
Attention: Scott Adair, Director of Economic Development
Email: gohumco@co.humboldt.ca.us

Proposals submitted to any other County office will be rejected and returned to the Proposer unopened. Additionally, time is of the essence, and any Proposal received after the above-referenced date and time for submittal will be rejected and returned to the Proposer unopened. It is the sole responsibility of the Proposer to ensure that its Proposal is received before the submittal. However, nothing in this RFP precludes the County from extending the deadline for submission of Proposals, or from requesting additional information, at any time during this RFP process.

6.2 Withdrawal of Submitted Proposals:

A Proposer may withdraw its Proposal at any time prior to the deadline for submission of Proposals by submitting written notification of withdrawal signed by an authorized representative of the Proposer. Proposals will become the County’s property after the submission deadline has passed.

6.3 Proposal Modification:

Any Proposer who wishes to make modifications to a submitted Proposal must withdraw its initial Proposal as required by this RFP. It is the responsibility of the Proposer to ensure that modified

Proposals are resubmitted before the designated deadline for submission of Proposals in accordance with the terms and conditions of this RFP. Proposals may not be changed or modified after the submission deadline.

6.4 Proposer Investigations:

Before submitting a Proposal, each Proposer shall make all investigations and examinations necessary to ascertain its ability to comply with the requirements, specifications and standards set forth in this RFP. In addition, each Proposer shall verify any representations made by the County that the Proposer will rely upon. Failure to make such investigations and examinations will not relieve the Successful Proposer from the obligation to comply with any and all requirements set forth in this RFP. In addition, a Proposer's lack of due diligence will not be accepted as a basis for any claim for monetary consideration on the part of the Proposer.

6.5 Public Records and Trade Secrets:

All Proposals and materials submitted in response to this RFP shall become the County's property, and are subject to disclosure under the Public Records Act, California Government Code Sections 6250, *et seq.* This RFP, and all Proposals submitted in response hereto, are considered public information, except for specifically identified trade secrets, which will be handled according to any and all applicable local, state and federal laws, regulations and standards. Any portion 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 (0.5) inch letters. Specifically identified proprietary information, will not be released, if the Proposer agrees, in writing, to indemnify and defend the County in any action brought to disclose such information. By submitting such information, the Proposer agrees that the County's failure to contact the Proposer prior to the release of such proprietary information contained therein will not be a basis for liability by the County, or any employee thereof.

6.6 Conflict of Interest:

By submitting a Proposal in response to this RFP, each Proposer warrants and covenants that no official or employee of the County, nor any business entity in which an official or employee of the County has an interest, has been employed or retained to assist in procuring the final Professional Services Agreement resulting from this RFP process, nor that any such person will be employed in the performance of such Professional Services Agreement without immediate divulgence of such fact to the County.

6.7 Expenses Incurred in Preparing Proposals:

The County shall not accept any responsibility for, or pay any costs or expenses associated with, a Proposer's participation in this RFP process, including, without limitation, the preparation and presentation of a Proposal. Such expenses are to be borne exclusively by the Proposer.

6.8 Right 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.

7.0 REQUIRED FORMAT OF PROPOSALS:

7.1 General Instructions and Information:

A. **Content Requirements.** In order for Proposals to be considered for award of a Professional Services Agreement pursuant to this RFP process, all of the following conditions must be satisfied:

1. Proposals must be submitted in accordance with the requirements, specifications and standards set forth in this RFP and contain all required attachments.
2. Proposals must be submitted by a single Proposer. Collaborative and/or multi-agency Proposals will not be considered for award.
3. Proposals must be complete and specific unto themselves. For example, “*See Enclosed Manual or Brochure*” will not be considered an acceptable response.
4. Proposals must contain information which enables the County to evaluate the Proposer’s ability to provide services equivalent to those set forth in this RFP.
5. Proposals must provide information which enables the County to evaluate the Proposer’s ability to comply with the requirements, specifications and standards set forth in this RFP.
6. All information, statements, letters and other documentation and attachments required by this RFP must be included in the Proposal.
7. Receipt of all Addenda to this RFP, must be acknowledged on the Signature Affidavit attached to the Proposal.

G. **Presentation Requirements.** In order for Proposals to be considered for award of a Professional Services Agreement pursuant to this RFP process, all of the following conditions must be satisfied:

1. Proposals must be uniformly typed in twelve (12) point font on standard eight and one-half (8.5) by eleven (11) inch white paper, single or double sided, with:
 - a. Each section and subsection clearly titled;
 - b. Each page consecutively numbered, including all attachments;
 - c. Each page having one (1) inch margins; and
 - d. Each page being clean and suitable for copying.
2. Proposals must not be any more than twenty-five (25) pages in length. Proposals exceeding the maximum page limit may be rejected by the County as non-responsive.

C. **Formatting Requirements.** In order to be considered for award of a Professional Services Agreement pursuant to this RFP process, Proposals shall follow the format outlined herein. Failure to follow the format set forth in this RFP may result in the Proposal being rejected by the County as non-responsive. **While each Proposal needs to contain the sections outlined below, proposers are encouraged to take creative license in their format and presentation.** Each Proposal submitted in response to this RFP shall consist of all of the following sections:

- 1.0 Introductory Letter
- 2.0 Signature Affidavit

- 3.0 Table of Contents
- 4.0 Professional Profile
- 5.0 Quality Assurance Capabilities
- 6.0 Cost Proposal
- 7.0 Supplemental Documentation
- 8.0 References
- 9.0 Evidence of Insurability and Business Licensure
- 10.0 Exceptions, Objections and Requested Changes
- 11.0 Required Attachments

7.2 Introductory Letter:

The introductory letter shall, in one (1) page or less, describe the Proposer’s qualifications, experience and vision regarding the provision of services equivalent to those set forth in this RFP. The introductory letter must also provide the Proposer’s contact information, including, without limitation, the name, address and telephone number of a representative that is authorized to communicate with the County on behalf of the Proposer.

7.3 Signature Affidavit:

Each Proposal must contain a signed and completed Signature Affidavit, which is attached to this RFP as Attachment A – Signature Affidavit and incorporated herein by reference as if set forth in full. The Signature Affidavit must be signed by an authorized representative of the Proposer. Signature authorization on the Signature Affidavit shall constitute a warranty, the falsity of which shall entitle the County to pursue any and all remedies authorized by law. Receipt of all Addenda, if any, must be acknowledged on the bottom of the Signature Affidavit.

7.4 Table of Contents:

Proposals shall include a comprehensive table of contents that identifies submitted material by sections 1.0 through 11.0, and any subsections thereof, in the order listed above with sequential page numbers.

7.5 Professional Profile:

Proposals shall include a clear and concise narrative that identifies the Proposer’s ability to provide services equivalent to those set forth in this RFP.

A. Organization Overview. The professional profile must contain an overview of the structure and operation of the Proposer’s organization, which includes, at a minimum, all of the following information:

1. The Proposer’s organization name, physical location, mission statement, accreditation, certification and/or licensure status, legal organizational status, such as partnership, corporation or limited liability company, current staffing levels and overall budget.
2. A detailed description of the Proposer’s current and previous business activities, including, without limitation:
 - a. The history of the Proposer’s organization, including the date when the organization was founded and how innovation and high-quality performance is fostered thereby.
 - b. The total number of years the Proposer has been operating under the present

organization name, and any prior organization names under which the Proposer has provided services equivalent to those set forth in this RFP.

- c. The number of years the Proposer has been providing services equivalent to those set forth in this RFP.
 - d. The total number of government agencies for which the Proposer has provided services equivalent to those set forth in this RFP.
3. A detailed description of any litigation regarding the provision of services equivalent to those set forth in this RFP that has been brought by or against the Proposer, including, without limitation, the nature and result of such litigation, if applicable.
 4. A detailed description of any fraud convictions related to the provision of services pursuant to the terms and conditions of public contracts, if applicable.
 5. A detailed description of any current or prior debarments, suspensions or other ineligibility to participate in public contracts, if applicable.
 6. A detailed description of any violations of local, state and/or federal regulatory requirements, if applicable.
 7. A detailed description of any controlling or financial interest the Proposer has in any other organizations, or whether the Proposer's organization is owned or controlled by any other organizations. If the Proposer does not hold a controlling or financial interest in any other organizations, that must be stated.

B. Overview of Qualifications and Experience. The professional profile must contain an overview of the Proposer's qualifications and experience regarding the provision of services equivalent to those set forth in this RFP, which includes, at a minimum, all of the following information:

1. Identification of the Proposer's management team, key personnel and subcontractors that will be responsible for providing services equivalent to those set forth in this RFP, including, without limitation, any and all applicable organizational charts and/or diagrams.
2. A detailed description of the qualifications key personnel and subcontractors that will be responsible for providing services equivalent to those set forth in this RFP, including, without limitation, job titles, responsibilities, special training, licenses, certifications and experience with other governmental agencies.
3. A detailed description of the Proposer's overall experience regarding the provision of services equivalent to those set forth in this RFP, which includes specific examples of the outcomes and successes of such services.
5. A detailed description of the Proposer's overall knowledge of any and all legal requirements pertaining to the provision of services equivalent to those set forth in this RFP.
6. A detailed description of the Proposers overall knowledge of the standard methods, techniques and practices applicable to the provision of services equivalent to those set forth in this RFP.

7.6 Quality Assurance Capabilities:

- A. **Description of Services.** Proposals shall include an overview of how the services provided by the Proposer will comply with the requirements, specifications and standards set forth in this RFP, which includes, without limitation, all of the following:
1. A detailed description of any Services set forth in this RFP that will not be included in the services provided by the Proposer and the reason for the exclusion of such Services.
 2. A detailed description of any additional services equivalent to those set forth in this RFP that will be provided by the Proposer and the reason for the inclusion of such services.
 3. A detailed description of how the Proposer will provide services equivalent to those set forth in this RFP which includes, without limitation, any and all procedural techniques that will be utilized thereby.
 4. A detailed description of how the procedural techniques utilized by the Proposer will add value to the services that will be provided thereby.
- B. **Quality Assurance Capabilities.** Proposals shall include an overview of the Proposer's policies and procedures regarding quality control, which includes, at a minimum, all of the following:
1. A detailed description of the Proposer's understanding of the requirements and potential challenges applicable to the provision of services equivalent to those set forth in this RFP.
 2. A detailed description of the specific management strategies that will be utilized by the Proposer to assure that services equivalent to those set forth in this RFP are provided in an efficient and satisfactory manner.
 3. A detailed description of the Proposer's ability to implement innovative management methods and techniques.
 4. A detailed description of the Proposer's subject matter expertise, and how such expertise will assure staff continuity and timely performance of services equivalent to those set forth in this RFP.
 3. A detailed description of how the availability of key personnel, and the expected communication channels between the Proposer and the County, will ensure that services equivalent to those set forth in this RFP will be performed to the County's satisfaction, including, without limitation, how potential problems and/or disputes will be resolved.

7.7 **Cost Proposal:**

- A. **Price Quotes.** Proposals shall include an itemized list of any and all costs and expenses associated with the provision of services equivalent to those set forth in this RFP. Cost information should be presented in a form that is substantially similar to the Cost Proposal Form that is attached to this RFP as Attachment B – Cost Proposal Form and incorporated herein by reference as if set forth in full. In addition to the above-referenced cost information, Proposals should also include a detailed explanation of how the costs and expenses in each budget line item were estimated and the justification for such costs and expenses.
- B. **General Instructions and Requirements.** The following is an outline of the general information and requirements applicable to price quotes:

1. Price quotes shall be valid for a minimum of hundred eighty (180) days from the Proposal submission deadline of March 8, 2024.
 2. Price quotes shall include any exceptions, deviations and clarifications pertinent to the provision of services equivalent to those set forth in this RFP that may assist in the evaluation of such price quotes.
 3. The total budget set forth in the price quote shall not exceed any local, state or federal maximum allowances applicable to services equivalent to those set forth in this RFP.
- C. **Maximum Amount Payable.** The maximum amount payable for the provision of services equivalent to those set forth in this RFP is currently estimated to be One Hundred and Twenty Five Thousand Dollars (\$125,000.00). However, it should be noted that actual costs associated with the provision of services equivalent to those set forth herein will be based on the rates of compensation set forth in the final Professional Services Agreement resulting from this RFP process. The final compensation for the provision of services equivalent to those set forth in this RFP will be negotiated between the County and the Successful Proposer.

7.8 **Supplemental Documentation:**

Proposals shall include any and all documents that will assist the County in evaluating the Proposer's ability to comply with the requirements, specifications and standards set forth in this RFP, including, without limitation, any and all administrative policies, procedures and best practices that will be used to facilitate the provision of services equivalent to those set forth in this RFP and any and all required licensure, certification and/or accreditation documents.

7.9 **References:**

- A. **Reference Data Sheet.** Proposals shall include a complete and verified Reference Data Sheet, which is attached to this RFP as Attachment C – Reference Data Sheet and incorporated herein by reference as if set forth in full, that includes present and past performance information from a minimum of three (3) former clients, preferably governmental agencies, to whom the Proposer has provided services equivalent to those set forth in this RFP within the past five (5) years.
- B. **Required Information.** The performance information provided with each reference must be clearly correlated to the provision of services equivalent to those set forth in this RFP. Each reference must include, at a minimum, all of the following information:
1. The name, physical address, email address and telephone number for the current contact person of each referenced client.
 2. The dates on which services equivalent to those set forth in this RFP were provided to each referenced client.
 3. A detailed description of the services equivalent to those set forth in this RFP that were provided to each referenced client, including, without limitation, the time period in which such services were delivered.
 4. A detailed description of how the services equivalent to those set forth in this RFP that were provided by the Proposer led to accomplishment of each referenced client's objectives.

5. Verification that all information provided in the Reference Data Sheet is true and correct to the best of the Proposer's knowledge.

7.10 Evidence of Insurability and Business Licensure:

All Proposers shall submit evidence of eligibility for all insurances required by the sample Professional Services Agreement that is attached to this RFP as Attachment D – Sample Professional Services Agreement and incorporated herein by reference as if set forth in full. Upon the award of the final Professional Services Agreement, the Successful Proposer will have ten (10) calendar days to produce certificates of the required insurance, including a certified endorsement naming the County as an additional insured. However, Proposers should not purchase any additional insurance until the final Professional Services Agreement resulting from this RFP has been awarded. In addition, all Proposers shall certify the possession of any and all licenses and/or certifications required for the provision of services equivalent to those set forth in this RFP.

7.11 Exceptions, Objections and Requested Changes:

Proposers should carefully review the terms, conditions, requirements, specifications and standards set forth in this RFP and the sample Professional Services Agreement attached hereto. Any exceptions, objections or requested changes to any portion of this RFP, and/or the sample Professional Services Agreement attached hereto, shall be clearly identified and explained in the Proposal. Descriptions of any exceptions, objections or requested changes should include the page and section number of the referenced portion of this RFP or the sample Professional Services Agreement attached hereto. Protests based on any exception, objection or requested change to this RFP, and/or the sample Professional Services Agreement attached hereto, shall be considered waived and invalid by the County, if the exception, objection or requested change is not adequately identified and explained in the Proposal.

7.12 Required Attachments:

Proposals that do not contain each of the following attachments will be considered nonresponsive and rejected by the County:

- **Attachment 1 – RFP Signature Affidavit** (See Section 7.3 of this RFP)
- **Attachment 2 – Cost Proposal** (See Section 7.7 of this RFP)
- **Attachment 3 – Supplemental Documentation** (See Section 7.8 of this RFP)
- **Attachment 4 – Reference Data Sheet** (See Section 7.9 of this RFP)

8.0 MODIFICATION OF THE RFP PROCESS:

8.1 Requests for Clarification or Correction:

Proposers shall be responsible for meeting all of the requirements, specifications and standards set forth in this RFP and the sample Professional Services Agreement attached hereto. If a Proposer discovers any ambiguity, discrepancy, omission or other error in this RFP, a written request for clarification or correction should be immediately submitted to the County at the following address:

COUNTY: Humboldt County Administrative Office – Economic Development Division
Attention: Scott Adair, Economic Development Director
825 5th St. #112
Eureka, California 95501
Email: gohumco@co.humboldt.ca.us

Any and all requests for clarification or correction **March 1, 2024, 5:00 p.m.** All responses to such requests for clarification or correction and written questions will be posted on the County's website on or before **March 5, 2024.**

8.2 **Addenda:**

Any and all modifications to this RFP shall be made and distributed by written Addenda. Addenda to this RFP, if necessary, will be distributed via mail, email, or facsimile to all Proposers and will be posted on the County's website. Addenda issued by the County interpreting or modifying any portion of this RFP shall be incorporated into any and all Proposals, if possible. The Addenda cover sheet shall be signed and dated by the Proposer and submitted to the County with the Proposal. Any oral communications concerning this RFP by County personnel are not binding on the County, and shall in no way modify this RFP or the obligations of the County or any Proposer.

9.0 **EVALUATION CRITERIA AND SELECTION PROCESS:**

After Proposals are received and opened in accordance with the requirements set forth herein, the County will review and evaluate all Proposals for responsiveness to this RFP, in order to determine whether the Proposer possesses the qualifications and experience necessary to provide services equivalent to those set forth in this RFP. In evaluating the Proposals, the County shall employ a one hundred (100) point competitive evaluation system with consideration given to each of the following categories:

- **Service Requirements – 50 Points:** The Proposer's ability to provide services equivalent to those set forth in this RFP in accordance with the requirements, specifications and standards contained herein and the sample Professional Services Agreement attached hereto.
- **Organizational Experience and Capacity – 30 Points:** The Proposer's experience in providing services equivalent to those set forth in this RFP.
- **Commencement of Services – 5 Points:** The Proposer's ability to start providing services equivalent to those set forth in this RFP by the date currently scheduled as the start date of the final Professional Services Agreement resulting from this RFP process.
- **Overall Cost of Services – 10 Points:** The Proposer's ability to provide services equivalent to those set forth in this RFP in a cost efficient manner.
- **Other Criteria – 5 Points:** The overall impression of the Proposer's ability to provide services equivalent to those set forth in this RFP.

All Proposals will be evaluated by an impartial RFP Evaluation Committee comprised of County Staff members and other parties that have expertise regarding, or experience with, the provision of services equivalent to those set forth in this RFP. The RFP Evaluation Committee may directly request clarification of Proposals from, and/or interviews with, one (1) or more Proposers. The purpose of any such requests for clarifications or interviews shall be to ensure the RFP Evaluation Committee's full understanding of the Proposer's ability to perform services equivalent to those set forth in this RFP. If clarifications are made as a result of such discussions, the Proposer shall put such clarifications in writing, as appropriate. Any delay caused by a Proposer's failure to respond to such a request for clarification or interview may result in the rejection of the Proposal.

The evaluation and selection process set forth in this RFP is designed to award a final Professional Services

Agreement to the Proposer with the best combination of attributes based upon the above-referenced evaluation criteria. Accordingly, Proposals will be evaluated against the evaluation criteria set forth in this RFP and not against other Proposals. The award of a final Professional Services Agreement, if made by the County, will be based upon a total evaluation of each Proposal and the projected costs associated therewith.

All contacts made with the County during the evaluation and selection process shall be through the Humboldt County Economic Development Director, Scott Adair (see Section 8.1 for contact information). Attempts by the Proposer to contact any other County representative during the evaluation and selection process may result in rejection of the Proposal. Conflict resolution shall be handled by County staff upon receiving a written complaint from the Proposer about this RFP process.

10.0 CONTRACT DEVELOPMENT:

10.1 Contract Negotiation Process:

Once the evaluation and selection process set forth in this RFP has been completed, the County will notify each Proposer of the final rankings and negotiate the terms and conditions of the final Professional Services Agreement with the highest-ranking Proposer. The highest-ranking Proposer shall participate in the contract negotiation process in accordance with direction from the County. Any delay caused by the Proposer's failure to participate in good faith contract negotiations may lead to rejection of the Proposal.

10.2 Scoping Meeting:

The highest-ranking Proposer may be asked to attend a scoping meeting to ensure that the Proposer has a full understanding of the terms, conditions and requirements that will be included in the final Professional Services Agreement. The scoping meeting will also provide the highest-ranking Proposer with an opportunity to ask questions regarding the services that it will be expected to provide pursuant to the terms and conditions of the final Professional Services Agreement.

10.3 Award of Professional Services Agreement:

If the County decides, after the completion of the contract negotiation process, to award a contract for the provision of services equivalent to those set forth in this RFP, the final Professional Services Agreement shall be sent to the Successful Proposer for signature. Once signed copies have been returned to the County, the final Professional Services Agreement will be submitted to the Humboldt County Board of Supervisors for review and approval. The County hereby reserves the right to award a Professional Services Agreement to the Proposer which, in the sole judgment thereof, best serves the County's interests. No Proposal shall be binding upon the County until a final Professional Services Agreement is signed by duly authorized representatives of both the Successful Proposer and the County.

10.4 Contractual Requirements:

- A. **Term.** The final Professional Services Agreement resulting from this RFP process shall begin upon execution by both parties and shall remain in full force and effect until Dec. 31, 2024, unless sooner terminated or extended as provided therein. The County shall have the right to extend the term of, and increase the maximum amount payable under, the final Professional Services Agreement resulting from this RFP process based on the availability of funds.
- B. **Termination for Cause.** If, in the County's opinion, the Successful Proposer fails to adequately provide the agreed upon services within the applicable timelines or otherwise fails to comply with the terms and conditions set forth in the final Professional Services Agreement resulting from this

RFP process, or violates any local, state or federal law, regulation or standard applicable to the performance thereof, the County may immediately terminate the Professional Services Agreement or reduce the amount of compensation to be paid to the Successful Proposer pursuant to the terms and conditions thereof.

- C. **Termination without Cause.** The County may terminate the final Professional Services Agreement resulting from this RFP process without cause upon thirty (30) days advance written notice.
- D. **Termination due to Insufficient Funding.** The County's obligations under the final Professional Services Agreement resulting from this RFP process shall be contingent upon the availability of local, state and/or federal funds. In the event such funding is reduced or eliminated, the County shall, in its sole discretion, have the right to terminate the Professional Services Agreement resulting from this RFP process upon seven (7) days advance written notice.
- E. **General Reporting Requirements.** In connection with the execution of the final Professional Services Agreement resulting from this RFP process, the Successful Proposer will be required to provide the County with any and all reports that may be required by any and all local, state and/or federal agencies. Any and all reports required pursuant to the terms and conditions of the final Professional Services Agreement resulting from this RFP process shall be prepared using the format required by the State of California, as appropriate, and be submitted in accordance with any and all applicable timeframes and accessibility requirements.
- F. **Preparation and Maintenance of Performance and Financial Records.** In connection with the execution of the final Professional Services Agreement resulting from this RFP process, the Successful Proposer will be required to prepare accurate and complete performance and financial records, documents and other evidence relating to the provision of services equivalent to those set forth herein, and to maintain and preserve said records for at least three (3) years from the date of final payment under the final Professional Services Agreement, except that if any litigation, claim, negotiation, audit or other action is pending, the records shall be retained until completion and resolution of all issues arising therefrom.
- G. **Inspection of Performance and Financial Records.** In connection with the execution of the final Professional Services Agreement resulting from this RFP process, the Successful Proposer will be required to make any and all performance and financial records, documents and other evidence relating to the provision of services equivalent to those set forth herein available during normal business hours to inspection, audit and reproduction by the County and any other duly authorized local, state and/or federal agencies, including, without limitation, the California State Auditor's Office. The Successful Proposer will also be required to allow interviews of any of its employees who might reasonably have information related to such records by the County and any other duly authorized local, state and/or federal agencies.
- H. **Project Monitoring.** In connection with the execution of the final Professional Services Agreement resulting from this RFP process, the County will have the right to monitor all activities related to the provision of services equivalent to those set forth herein, including, without limitation the right to review and monitor the Successful Proposer's records, policies, procedures and overall business operations, at any time, in order to ensure compliance with the terms and conditions of the final Professional Services Agreement. The Successful Proposer will be required to cooperate with a corrective action plan, if deficiencies in its records, policies, procedures or business operations are identified by the County. However, the County will in no way be responsible, or held accountable, for overseeing or evaluating the adequacy of the Successful Proposer's performance.

- I. Disclosure of Confidential Information.** In connection with the execution of the final Professional Services Agreement resulting from this RFP process, the Successful Proposer will be required to protect any and all confidential information obtained pursuant to the terms and conditions thereof in accordance with any and all applicable local, state and federal laws, regulations, policies, procedures and standards, including, without limitation: Division 19 of the California Department of Social Services Manual of Policies and Procedures – Confidentiality of Information; California Welfare and Institutions Code Sections 827, 5328, 10850 and 14100.2; California Health and Safety Code Sections 1280.15 and 1280.18; the California Information Practices Act of 1977; the California Confidentiality of Medical Information Act; the United States Health Information Technology for Economic and Clinical Health Act; the United States Health Insurance Portability and Accountability Act of 1996; and any current and future implementing regulations promulgated thereunder, including, without limitation, the Federal Privacy Regulations contained in Title 45 of the United States Code of Federal Regulations (“C.F.R.”) Parts 160 and 164, the Federal Security Standards contained in 45 C.F.R. Parts 160, 162 and 164 and the Federal Standards for Electronic Transactions contained in 45 C.F.R. Parts 160 and 162, all as may be amended from time to time.
- J. Non-Discrimination Compliance.** In connection with the execution of the final Professional Services Agreement resulting from this RFP process, the Successful Proposer will be required to comply with any and all applicable provisions of: Title VI and Title VII of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; the Food Stamp Act of 1977; Title II of the Americans with Disabilities Act of 1990; the California Fair Employment and Housing Act; California Civil Code Sections 51, *et seq.*; California Government Code Sections 4450, *et seq.*; California Welfare and Institutions Code Section 10000; Division 21 of the California Department of Social Services Manual of Policies and Procedures; United States Executive Order 11246, as amended and supplemented by United States Executive Order 11375 and 41 C.F.R. Part 60; and any other applicable local, state and/or federal laws, regulations and standards, all as may be amended from time to time.
- K. Nuclear-Free Humboldt County Ordinance Compliance.** In connection with the execution of the final Professional Services Agreement resulting from this RFP process, the Successful Proposer will be required to certify that it is not a Nuclear Weapons Contractor, as that term is defined by the Nuclear-Free Humboldt County Ordinance. The County shall have the right to immediately terminate the final Professional Services Agreement resulting from this RFP process if it is determined that the Successful Proposer falsified the above-referenced certification or subsequently becomes a Nuclear Weapons Contractor.
- L. Indemnification Requirements.** In connection with the execution of the final Professional Services Agreement resulting from this RFP process, the Successful Proposer will be required to hold harmless, defend and indemnify the County and its agents, officers, officials, employees and volunteers from and against any and all claims, demands, losses, damages, liabilities, expenses and costs of any kind or nature, including, without limitation, attorney fees and other costs of litigation, arising out of, or in connection with, the Successful Proposer’s negligent performance of, or failure to comply with, any of the obligations contained in the final Professional Services Agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of the County.
- M. Insurance Requirements.** In connection with the execution of the final Professional Services Agreement resulting from this RFP process, the Successful Proposer will be required to maintain in full force and effect, at its own expense, any and all appropriate comprehensive general liability insurance, comprehensive automobile insurance, workers’ compensation and professional

liability policies. The Successful Proposer shall furnish the County with certificates and original endorsements effecting any and all required insurance coverage prior to the County's execution of the final Professional Services Agreement resulting from this RFP process. In addition, the County may require additional insurance dependent upon the final scope of services that will be provided by the Successful Proposer.

- N. **Compliance with Applicable Laws and Licensure Requirements.** In connection with the execution of the final Professional Services Agreement resulting from this RFP process, the Successful Proposer will be required to comply with any and all local, state and federal laws, regulations, policies, procedures and standards applicable to the provision of services equivalent to those set forth herein. In addition, the Successful Proposer will be required to comply with any and all applicable local, state and federal licensure, certification and accreditation requirements.
- O. **Jurisdiction and Venue.** The final Professional Services Agreement resulting from this RFP process shall be governed in all respects by the laws of the State of California. Any disputes related to the terms and conditions of the final Professional Services Agreement resulting from this RFP process shall be litigated in the State of California, and venue shall lie in the County of Humboldt unless transferred by court order pursuant to California Code of Civil Procedure Sections 394 or 395.
- P. **Assignment.** The final Professional Services Agreement resulting from this RFP process shall not be assignable by the Successful Proposer without prior approval from the County.

11.0 CANCELLATION OF THE RFP PROCESS:

The County hereby reserves the right to cancel this RFP process, at any time after the issuance of this RFP, but prior to the award of the final Professional Services Agreement, if the County determines, in its sole discretion, that cancellation is in the County's best interest for any reason, including, without limitation, the Proposals did not independently arrive in open competition, were collusive or were not submitted in good faith, or the County determines, after review and evaluation of the Proposals, that the County's needs can be satisfied through an alternative method.

The County reserves the right to amend or modify the scope of Services set forth in this RFP prior to the award of the final Professional Services Agreement, as necessity may dictate, and to reject any and all Proposals received in response hereto. This RFP does not commit the County to award a Professional Services Agreement for the provision of services equivalent to those set forth herein, or to pay any costs incurred in the preparation of any Proposals submitted in response hereto.

**REQUEST FOR PROPOSALS NO. EDD-2024-01
 PROFESSIONAL CONSULTING SERVICES TO ASSIST IN THE COMPLETION OF THE
 HUMBOLDT COUNTY COMPREHENSIVE ECONOMIC DEVELOPMENT STRATEGY**

**ATTACHMENT A – SIGNATURE AFFIDAVIT
 (Submit with Proposal)**

REQUEST FOR PROPOSALS – NO. EDD-2024-01 SIGNATURE AFFIDAVIT	
NAME OF ORGANIZATION/AGENCY:	
STREET ADDRESS:	
CITY, STATE, ZIP	
CONTACT PERSON:	
PHONE #:	
FAX #:	
EMAIL:	

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 agency 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 agency and hereby agrees to all the terms, conditions and specifications required by the County in Request for Proposals No. EDD-2024-01 and declares that the attached Proposal and pricing are in conformity therewith.

Signature

Date

Name

Date

This agency hereby acknowledges receipt / review of the following Addendum(s), if any
 Addendum # [] Addendum # [] Addendum # [] Addendum # []

**REQUEST FOR PROPOSALS NO. EDD-2024-01
 PROFESSIONAL CONSULTING SERVICES TO ASSIST IN THE COMPLETION OF THE
 HUMBOLDT COUNTY COMPREHENSIVE ECONOMIC DEVELOPMENT STRATEGY**

**ATTACHMENT B – COST PROPOSAL FORM
 (Submit with Proposal)**

Itemize all costs that will be incurred by the County for the provision of services equivalent to those set forth in RFP No. EDD-2024-01. Price Quotes shall include any and all costs associated with the provision of such services. A narrative should be attached to clarify any pricing data submitted.

A. Personnel Costs	
Title: Salary Calculation: Duties Description:	\$0.00
Title: Salary Calculation: Duties Description:	\$0.00
Title: Salary Calculation: Duties Description:	\$0.00
Total Personnel Costs:	\$0.00
B. Operational Costs	
Title: Description:	\$0.00
Title: Description:	\$0.00
Title: Description:	\$0.00
Total Operational Costs:	\$0.00
D. Transportation/Travel	
Title: Description:	\$0.00
Total Transportation/Travel:	\$0.00
E. Other Costs	
Title: Description:	\$0.00
Total Other Costs:	\$0.00
Total :	\$0.00

**REQUEST FOR PROPOSALS NO. EDD-2024-01
 PROFESSIONAL CONSULTING SERVICES TO ASSIST IN THE COMPLETION OF THE
 HUMBOLDT COUNTY COMPREHENSIVE ECONOMIC DEVELOPMENT STRATEGY**

**ATTACHMENT C – REFERENCE DATA SHEET
 (Submit with Proposal)**

REFERENCE DATA SHEET	
Provide a minimum of three (3) references with name, address, contact person and telephone number whose scope of business or services is similar to those of Humboldt County (preferably in California). Previous business with the County does not qualify.	
NAME OF AGENCY:	
STREET ADDRESS:	
CITY, STATE, ZIP:	
CONTACT PERSON:	EMAIL:
PHONE #:	FAX #:
Department Name:	
Approximate County (Agency) Population:	
Number of Departments:	
General Description of Scope of Work:	
NAME OF AGENCY:	
STREET ADDRESS:	
CITY, STATE, ZIP:	
CONTACT PERSON:	EMAIL:
PHONE #:	FAX #:
Department Name:	
Approximate County (Agency) Population:	
Number of Departments:	
General Description of Scope of Work:	

Applicant Tracking System Implementation Date:		
NAME OF AGENCY:		
STREET ADDRESS:		
CITY, STATE, ZIP:		
CONTACT PERSON:		EMAIL:
PHONE #:		FAX #:
Department Name:		
Approximate County (Agency) Population:		
Number of Departments:		
General Description of Scope of Work:		

REQUEST FOR PROPOSALS NO. EDD-2024-01
PROFESSIONAL CONSULTING SERVICES TO ASSIST IN THE COMPLETION OF THE
HUMBOLDT COUNTY COMPREHENSIVE ECONOMIC DEVELOPMENT STRATEGY

ATTACHMENT D – SAMPLE PROFESSIONAL SERVICES AGREEMENT

PROFESSIONAL SERVICES AGREEMENT
BY AND BETWEEN
COUNTY OF HUMBOLDT
AND

[NAME OF CONTRACTOR]
FOR FISCAL YEARS 20[]-20[] THROUGH 20[]-20[]

This Agreement, entered into this ____ day of _____, 20[], by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as “COUNTY,” and [Name of Contractor], a [Name of State] [type of business], hereinafter referred to as “CONTRACTOR,” is made upon the following considerations:

WHEREAS, COUNTY, by and through its County Administrative Office – Economic Development Division, desires to retain a qualified professional to provide professional consulting services that are designed to assist COUNTY with the development of a Microsoft Office 365 feature implementation plan; and

WHEREAS, such work involves the performance of professional, expert and technical services of a temporary and occasional character; and

WHEREAS, COUNTY has no employees available to perform such services and is unable to hire employees for the performance thereof for the temporary period; and

WHEREAS, CONTRACTOR represents that it is adequately trained, skilled, experienced and qualified to perform the professional consulting services required by COUNTY.

NOW THEREFORE, the parties hereto mutually agree as follows:

1. DESCRIPTION OF SERVICES:

CONTRACTOR agrees to provide the services described in Exhibit A – Scope of Services, which is attached hereto and incorporated herein by reference as if set forth in full. In providing such services, CONTRACTOR agrees to fully cooperate with the Humboldt County Economic Development Director, or a designee thereof, hereinafter referred to as “Director.”

2. TERM:

This Agreement shall begin on [] [], 20[] and shall remain in full force and effect until [] [], 20[], unless sooner terminated or extended as provided herein.

3. TERMINATION:

A. Termination for Cause. COUNTY may, in its sole discretion, immediately terminate this Agreement, if CONTRACTOR fails to adequately perform the services required hereunder within the applicable timeframes set forth herein, fails to comply with the terms or conditions set forth herein, or violates any local, state or federal laws, regulations, policies, procedures, standards or guidelines applicable to its performance hereunder.

- B. Termination without Cause. COUNTY may terminate this Agreement without cause upon thirty (30) days advance written notice which states the effective date of the termination.
- C. Termination due to Insufficient Funding. COUNTY's obligations under this Agreement are contingent upon the availability of local, state and/or federal funds. In the event such funding is reduced or eliminated, COUNTY shall, at its sole discretion, determine whether this Agreement shall be terminated. COUNTY shall provide CONTRACTOR seven (7) days advance written notice of its intent to terminate this Agreement due to insufficient funding.
- D. Compensation upon Termination. In the event this Agreement is terminated, CONTRACTOR shall be entitled to compensation for uncompensated services rendered hereunder through and including the effective date of such termination. However, this provision shall not limit or reduce any damages owed to COUNTY due to a breach of this Agreement by CONTRACTOR.

4. COMPENSATION:

- A. Maximum Amount Payable. The maximum amount payable by COUNTY for services rendered, and costs and expenses incurred, pursuant to the terms and conditions of this Agreement is [REDACTED] Dollars (\$[REDACTED]). CONTRACTOR agrees to perform all services required by this Agreement for an amount not to exceed such maximum dollar amount. However, if local, state or federal funding or allowance rates are reduced or eliminated, COUNTY may, by amendment, reduce the maximum amount payable hereunder or terminate this Agreement as provided herein.
- B. Schedule of Rates. The specific rates and costs applicable to this Agreement are set forth in Exhibit B – Schedule of Rates, which is attached hereto and incorporated herein by reference as if set forth in full.
- C. Additional Services. Any additional services not otherwise set forth herein shall not be provided by CONTRACTOR, or compensated by COUNTY, without COUNTY's prior written authorization. Any and all unauthorized costs and expenses incurred above the maximum payable amount set forth herein shall be the responsibility of CONTRACTOR. CONTRACTOR shall notify COUNTY, in writing, at least six (6) weeks prior to the date upon which the maximum payable amount will be reached.

5. PAYMENT:

CONTRACTOR shall submit to COUNTY monthly invoices itemizing any and all services rendered, and costs and expenses incurred, pursuant to the terms and conditions of this Agreement by the tenth (10th) day of each month. CONTRACTOR shall submit a final invoice for payment within thirty (30) days after the expiration or termination date of this Agreement. Invoices shall be in a format approved, and include any and all appropriate backup documentation as specified, by Director and the Humboldt County Auditor-Controller. Payment for services rendered, and costs and expenses incurred, pursuant to the terms and conditions of this Agreement shall be made within thirty (30) days after the receipt of approved invoices. Any and all invoices submitted pursuant to the terms and conditions of this Agreement shall be sent to COUNTY at the following address:

COUNTY: Humboldt County Administrative Office – Economic Development Division
Attention: Scott Adair, Director of Economic Development
825 5th St. #112
Eureka, California 95501

////

6. NOTICES:

Any and all notices required to be given pursuant to the terms and conditions of this Agreement shall be in writing and either served personally or sent by certified mail, return receipt requested, to the respective addresses set forth below. Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

COUNTY: Humboldt County Administrative Office – Economic Development Division
Attention: Scott Adair, Director of Economic Development
825 5th St. #112
Eureka, California 95501
gohumco@co.humboldt.ca.us

CONTRACTOR: [Name of Contractor]
Attention: [Name of Contact Person], [Job Title]
[Street Address]
[City], [State] [Zip Code]

7. REPORTS:

CONTRACTOR agrees to provide COUNTY with any and all reports that may be required by any local, state and/or federal agencies for compliance with this Agreement. CONTRACTOR shall submit one (1) hard copy and one (1) electronic copy of any and all reports required hereunder in a format that complies with the Americans with Disabilities Act and any other applicable local, state and federal accessibility laws, regulations and standards. Any and all reports required hereunder shall be submitted in accordance with any and all applicable timeframes using the format required by the State of California as appropriate.

8. RECORD RETENTION AND INSPECTION:

A. Maintenance and Preservation of Records. CONTRACTOR agrees to timely prepare accurate and complete financial, performance and payroll records, documents and other evidence relating to the services provided pursuant to the terms and conditions of this Agreement, and to maintain and preserve said records for at least three (3) years from the date of final payment hereunder, except that if any litigation, claim, negotiation, audit or other action is pending, the records shall be retained until completion and resolution of all issues arising therefrom. Such records shall be original entry books with a general ledger itemizing all debits and credits for the services provided pursuant to the terms and conditions of this Agreement.

B. Inspection of Records. Pursuant to California Government Code Section 8546.7, all records, documents, conditions and activities of CONTRACTOR, and its subcontractors, related to the services provided pursuant to the terms and conditions of this Agreement, shall be subject to the examination and audit of the California State Auditor and any other duly authorized agents of the State of California for a period of three (3) years after the date of final payment hereunder. CONTRACTOR hereby agrees to make all such records available during normal business hours to inspection, audit and reproduction by COUNTY and any other duly authorized local, state and/or federal agencies. CONTRACTOR further agrees to allow interviews of any of its employees who might reasonably have information related to such records by COUNTY and any other duly authorized local, state and/or federal agencies. All examinations and audits conducted hereunder shall be strictly confined to those matters connected with the performance of this Agreement, including, without limitation, the costs associated with administration of this Agreement.

C. Audit Costs. In the event of an audit exception or exceptions related to the services provided pursuant

to the terms and conditions of this Agreement, the party responsible for not meeting the requirements set forth herein shall be responsible for the deficiency and for the cost of the audit. If the allowable expenditures cannot be determined because CONTRACTOR's documentation is nonexistent or inadequate, according to generally accepted accounting practices, the questionable cost shall be disallowed by COUNTY.

9. MONITORING:

CONTRACTOR agrees that COUNTY has the right to monitor all activities related to this Agreement, including, without limitation, the right to review and monitor CONTRACTOR's records, policies, procedures and overall business operations, at any time, in order to ensure compliance with the terms and conditions of this Agreement. CONTRACTOR will cooperate with a corrective action plan, if deficiencies in CONTRACTOR's records, policies, procedures or business operations are identified by COUNTY. However, COUNTY is not responsible, and will not be held accountable, for overseeing or evaluating the adequacy of CONTRACTOR's performance hereunder.

10. CONFIDENTIAL INFORMATION:

- A. Disclosure of Confidential Information. In the performance of this Agreement, CONTRACTOR may receive information that is confidential under local, state or federal law. CONTRACTOR hereby agrees to protect all confidential information in conformance with any and all applicable local, state and federal laws, regulations, policies, procedures and standards, including, without limitation: Division 19 of the California Department of Social Services Manual of Policies and Procedures – Confidentiality of Information; California Welfare and Institutions Code Sections 827, 5328, 10850 and 14100.2; California Health and Safety Code Sections 1280.15 and 1280.18; the California Information Practices Act of 1977; the California Confidentiality of Medical Information Act ("CMIA"); the United States Health Information Technology for Economic and Clinical Health Act ("HITECH Act"); the United States Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and any current and future implementing regulations promulgated thereunder, including, without limitation, the Federal Privacy Regulations contained in Title 45 of the Code of Federal Regulations ("C.F.R.") Parts 160 and 164, the Federal Security Standards contained in 45 C.F.R. Parts 160, 162 and 164 and the Federal Standards for Electronic Transactions contained in 45 C.F.R. Parts 160 and 162, all as may be amended from time to time.
- B. Continuing Compliance with Confidentiality Requirements. Each party hereby acknowledges that local, state and federal laws, regulations and standards pertaining to confidentiality, electronic data security and privacy are rapidly evolving and that amendment of this Agreement may be required to ensure compliance with such developments. Each party agrees to promptly enter into negotiations concerning an amendment to this Agreement embodying written assurances consistent with the requirements of HIPAA, the HITECH Act, the CMIA and any other applicable local, state and federal laws, regulations or standards.

11. NON-DISCRIMINATION COMPLIANCE:

- A. Professional Services and Employment. In connection with the execution of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate in the provision of professional services or against any employee or applicant for employment because of: race; religion or religious creed; color; age, over forty (40) years of age; sex, including, without limitation, gender identity and expression, pregnancy, childbirth and related medical conditions; sexual orientation, including, without limitation, heterosexuality, homosexuality and bisexuality; national origin; ancestry; marital status; medical condition, including, without limitation, cancer and genetic characteristics; mental or physical disability, including, without limitation, HIV status and AIDS; political affiliation;

military service; denial of family care leave; or any other classifications protected by any and all applicable local, state or federal laws, regulations or standards, all as may be amended from time to time. Nothing herein shall be construed to require the employment of unqualified persons.

- B. Compliance with Anti-Discrimination Laws. CONTRACTOR further assures that it, and its subcontractors, will abide by the applicable provisions of: Title VI and Title VII of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; the Food Stamp Act of 1977; Title II of the Americans with Disabilities Act of 1990; the California Fair Employment and Housing Act; California Civil Code Sections 51, *et seq.*; California Government Code Sections 4450, *et seq.*; California Welfare and Institutions Code Section 10000; Division 21 of the California Department of Social Services Manual of Policies and Procedures; United States Executive Order 11246, as amended and supplemented by United States Executive Order 11375 and 41 C.F.R. Part 60; and any other applicable local, state and federal laws, regulations and standards, all as may be amended from time to time. The applicable regulations of the California Fair Employment and Housing Commission implementing California Government Code Section 12990, set forth in Sections 8101, *et seq.* of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full.

12. NUCLEAR-FREE HUMBOLDT COUNTY ORDINANCE COMPLIANCE:

By executing this Agreement, CONTRACTOR certifies that it is not a Nuclear Weapons Contractor, in that CONTRACTOR is not knowingly or intentionally engaged in the research, development, production or testing of nuclear warheads, nuclear weapons systems or nuclear weapons components as defined by the Nuclear-Free Humboldt County Ordinance. CONTRACTOR agrees to notify COUNTY immediately if it becomes a Nuclear Weapons Contractor as defined above. COUNTY may immediately terminate this Agreement if it determines that the foregoing certification is false or if CONTRACTOR subsequently becomes a Nuclear Weapons Contractor.

13. DRUG-FREE WORKPLACE CERTIFICATION:

By executing this Agreement, CONTRACTOR certifies that it will provide a drug-free workplace in accordance with the requirements of the Drug-Free Workplace Act of 1990 (California Government Code Sections 8350, *et seq.*), by doing all of the following:

- A. Drug-Free Policy Statement. Publish, as required by California Government Code Section 8355(a)(1), a Drug-Free Policy Statement which notifies employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited, and specifies the actions to be taken against employees for violations.
- B. Drug-Free Awareness Program. Establish, as required by California Government Code Section 8355(a)(2), a Drug-Free Awareness Program which informs employees about:
1. The dangers of drug abuse in the workplace;
 2. CONTRACTOR's policy of maintaining a drug-free workplace;
 3. Any available counseling, rehabilitation and employee assistance programs; and
 4. Penalties that may be imposed upon employees for drug abuse violations.
- C. Drug-Free Employment Agreement. Ensure, as required by California Government Code Section 8355(a)(3), that every employee who provides services pursuant to the terms and conditions of this

Agreement will:

1. Receive a copy of CONTRACTOR's Drug-Free Policy Statement; and
2. Agree to abide by CONTRACTOR's Drug-Free Policy as a condition of employment.

D. Effect of Non-Compliance. Failure to comply with the requirements set forth herein may result in termination of this Agreement and/or ineligibility for award of future contracts.

14. INDEMNIFICATION:

A. Hold Harmless, Defense and Indemnification. CONTRACTOR shall hold harmless, defend and indemnify COUNTY and its agents, officers, officials, employees and volunteers from and against any and all claims, demands, losses, damages and liabilities of any kind or nature, including, without limitation, attorney's fees and other costs of litigation, arising out of, or in connection with, CONTRACTOR's negligent performance of, or failure to comply with, any of the duties and/or obligations contained herein, except such loss or damage which was caused by the sole negligence or willful misconduct of COUNTY.

B. Effect of Insurance. Acceptance of the insurance required by this Agreement shall not relieve CONTRACTOR from liability under this provision. This provision shall apply to all claims for damages related to CONTRACTOR's performance hereunder, regardless of whether any insurance is applicable or not. The insurance policy limits set forth herein shall not act as a limitation upon the amount of indemnification or defense to be provided hereunder.

15. INSURANCE REQUIREMENTS:

This Agreement shall not be executed by COUNTY, and CONTRACTOR is not entitled to any rights hereunder, unless certificates of insurance, or other proof that the following provisions have been complied with, are filed with the Clerk of the Humboldt County Board of Supervisors.

A. General Insurance Requirements. Without limiting CONTRACTOR's indemnification obligations set forth herein, CONTRACTOR, and its subcontractors hereunder, shall take out and maintain, throughout the entire term of this Agreement, and any extensions thereof, the following policies of insurance, placed with insurers authorized to do business in the State of California with a current A.M. Bests rating of no less than A: VII or its equivalent against personal injury, death and property damage which may arise from, or in connection with, the activities of CONTRACTOR or its agents, officers, directors, employees, licensees, invitees, assignees or subcontractors:

1. Comprehensive or Commercial General Liability Insurance at least as broad as Insurance Services Office Commercial General Liability Coverage (occurrence form CG 0001), in an amount of Two Million Dollars (\$2,000,000.00) per occurrence for any one (1) incident, including, without limitation, personal injury, death and property damage. If a general aggregate limit is used, such limit shall apply separately hereto or shall be twice the required occurrence limit.
2. Automobile/Motor Liability Insurance with a limit of liability not less than One Million Dollars (\$1,000,000.00) combined single limit coverage. Such coverage shall include all owned and non-owned vehicles and be at least as broad as Insurance Service Offices Form Code 1 (any auto).
3. Workers' Compensation Insurance, as required by the California Labor Code, with statutory limits, and Employers Liability Insurance with a limit of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury or disease. Said policy shall contain, or be endorsed to contain, a waiver of subrogation against COUNTY and its agents, officers, officials,

employees and volunteers.

4. Professional Liability Insurance – Error and Omission Coverage including coverage in an amount no less than Two Million Dollars (\$2,000,000.00) for each occurrence (Four Million Dollars (\$4,000,000.00) general aggregate). Said insurance shall be maintained for the statutory period during which CONTRACTOR may be exposed to liability. CONTRACTOR shall require that such coverage be incorporated into its professional services agreements with any other entities.

B. Special Insurance Requirements. Said policies shall, unless otherwise specified herein, be endorsed with the following provisions:

1. The Comprehensive or Commercial General Liability Policy shall provide that COUNTY, and its agents, officers, officials, employees and volunteers, are covered as additional insured for liability arising out of the operations performed by, or on behalf of, CONTRACTOR. The coverage shall contain no special limitations on the scope of protection afforded to COUNTY or its agents, officers, officials, employees and volunteers. Said policy shall also contain a provision stating that such coverage:
 - a. Includes contractual liability.
 - b. Does not contain exclusions as to property damage caused by explosion or collapse of structures or underground damage, commonly referred to as “XCU Hazards.”
 - c. Is the primary insurance with regard to COUNTY.
 - d. Does not contain a pro-rata, excess only and/or escape clause.
 - e. Contains a cross liability, severability of interest or separation of insureds clause.
2. The above-referenced policies shall not be canceled, non-renewed or materially reduced in coverage without thirty (30) days prior written notice being provided to COUNTY in accordance with the notice requirements set forth herein. It is further understood that CONTRACTOR shall not terminate such coverage until COUNTY receives adequate proof that equal or better insurance has been secured.
3. The inclusion of more than one (1) insured shall not operate to impair the rights of one (1) insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one (1) insured shall not operate to increase the limits of the insurer’s liability.
4. For claims related to this Agreement, CONTRACTOR’s insurance is the primary coverage to COUNTY, and any insurance or self-insurance programs maintained thereby are excess to CONTRACTOR’s insurance and will not be used to contribute therewith.
5. Any failure to comply with the terms and conditions of this Agreement shall not affect the coverage provided to COUNTY or its agents, officers, officials, employees and volunteers.
6. CONTRACTOR shall furnish COUNTY with certificates and original endorsements effecting the required coverage prior to execution of this Agreement. The endorsements shall be on forms approved by the Humboldt County Risk Manager. Any deductible or self-insured retention over One Hundred Thousand Dollars (\$100,000.00) shall be disclosed to, and approved by, COUNTY. If CONTRACTOR does not keep all required policies in full force and effect, COUNTY may, in addition to any other available remedies, take out the necessary insurance and deduct the cost of

said insurance from the monies owed to CONTRACTOR under this Agreement.

7. COUNTY is to be notified immediately if twenty-five percent (25%) or more of any required insurance aggregate limit is encumbered, and CONTRACTOR shall be required to purchase additional coverage to meet the above-referenced aggregate limits.

- C. Insurance Notices. Any and all insurance notices required hereunder shall be sent to the addresses set forth below in accordance with the notice requirements contained herein.

COUNTY: County of Humboldt
Attention: Risk Management
825 Fifth Street, Room 131
Eureka, California 95501

CONTRACTOR: [Name of Contractor]
Attention: [Name of Contact Person], [Job Title]
[Street Address]
[City], [State] [Zip Code]

16. RELATIONSHIP OF PARTIES:

It is understood that this Agreement is by and between two (2) independent entities and is not intended to, and shall not be construed to, create the relationship of agents, servant, employee, partnership, joint venture or any other similar association. Both parties further agree that CONTRACTOR shall not be entitled to any benefits to which COUNTY employees are entitled, including, without limitation, overtime, retirement, leave or workers' compensation benefits. CONTRACTOR shall be solely responsible for the acts and omissions of its agents, officers, employees, assignees and subcontractors.

17. COMPLIANCE WITH APPLICABLE LAWS, REGULATIONS AND STANDARDS:

- A. General Legal Requirements. CONTRACTOR agrees to comply with any and all local, state and federal laws, regulations, policies, procedures and standards applicable to the services provided pursuant to the terms and conditions of this Agreement.
- B. Licensure Requirements. CONTRACTOR further agrees to comply with any and all applicable local, state and federal licensure, certification and accreditation standards applicable to the services provided pursuant to the terms and conditions of this Agreement.
- C. Accessibility Requirements. CONTRACTOR agrees to comply with any and all applicable accessibility requirements set forth in the Americans with Disabilities Act, Section 508 of the Rehabilitation Act of 1973, as amended, California Government Code Section 1135 and any current and future implementing regulations, policies, procedures and standards promulgated thereunder, including, without limitation, the federal accessibility standards set forth in 36 C.F.R. Section 1194.1, all as may be amended from time to time.

18. SUSPENSION AND DEBARMENT:

- A. Legal Compliance. CONTRACTOR agrees to comply with any and all applicable local, state and federal suspension and debarment laws, regulations and standards, including, without limitation, 7 C.F.R. Part 3017, 45 C.F.R. Part 76, 40 C.F.R. Part 32 and 34 C.F.R. Part 85.
- B. Certification of Eligibility. By executing this Agreement, CONTRACTOR certifies, to the best of its knowledge and belief, that it and its principals, assignees and successors in interest:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any federal department or agency.
2. Have not, within a three (3) year period preceding the effective date of this Agreement, been convicted of, or had a civil judgment rendered against it, for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public transaction or contract at the local, state or federal level; violation of local, state or federal antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records or receiving stolen property.
3. Are not presently indicted for, or otherwise criminally or civilly charged by a local, state or federal governmental entity with, commission of any of the offenses referenced herein.
4. Have not, within a three (3) year period preceding the effective date of this Agreement, had one (1) or more public transactions with a local, state or federal entity terminated for cause or default.
5. Shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R. Part 9, debarred, suspended, declared ineligible or voluntarily excluded from participation in such transaction, unless specifically authorized to do so by DHCS.

C. Construction of Provision. The terms used herein shall have the meanings set forth in the definitions and coverage sections of the rules implementing Federal Executive Order 12549.

D. Effect of Non-Compliance. Failure to meet any of the requirements set forth herein shall constitute a material breach of this Agreement, upon which COUNTY may, in addition to any other available remedies, immediately suspend any and all payments due hereunder or terminate this Agreement as provided herein.

E. Incorporation of Provisions. CONTRACTOR agrees to include the provisions contained herein, without substantial modification, in all lower tier covered transactions as well as all solicitations for lower tier covered transactions.

19. LOBBYING RESTRICTIONS:

A. Certification Regarding Lobbying Activities. CONTRACTOR shall file a certification, as set forth in Exhibit C – Certification Regarding Lobbying Activities, which is attached hereto and incorporated herein by reference as if set forth in full, that it has not made, and will not make, any payment prohibited by the provisions of 31 U.S.C. Section 1352.

B. Disclosure of Lobbying Activities. CONTRACTOR shall file a disclosure, as set forth in Exhibit C – Disclosure of Lobbying Activities, which is attached hereto and incorporated herein by reference as if set forth in full, if CONTRACTOR has made, or has agreed to make, any payment using non-appropriated funds, including, without limitation, profits from any covered federal action, in connection with a contract or any amendment of that contract, which would be prohibited by the provisions of 31 U.S.C. Section 1352, if paid for with appropriated funds.

C. Additional Disclosures. CONTRACTOR shall file a disclosure, as set forth in Exhibit C – Disclosure of Lobbying Activities, at the end of each quarter in which there is an occurrence of any event that requires disclosure, or materially affects the accuracy of the information contained in any certification or disclosure previously filed pursuant to the terms and conditions of this Agreement, including, without limitation, all of the following:

1. A cumulative increase of Twenty-Five Thousand Dollars (\$25,000.00) or more in the amount paid or expected to be paid for influencing a covered federal action.
2. A change in the persons or entities influencing or attempting to influence a covered federal action.
3. A change in the officers, employees or members contacted for the purpose of influencing or attempting to influence a covered federal action.

D. Incorporation of Provisions. CONTRACTOR shall incorporate the provisions set forth herein, without substantial modification, into any subcontracts related to the services provided hereunder..

20. PROVISIONS REQUIRED BY LAW:

This Agreement is subject to any additional local, state and federal restrictions, limitations or conditions that may affect the terms, conditions or funding of this Agreement. This Agreement shall be read and enforced as though all legally required provisions are included herein, and if for any reason any such provision is not included, or is not correctly stated, the parties agree to amend the pertinent section to make such insertion or correction.

21. REFERENCE TO LAWS, REGULATIONS AND STANDARDS:

In the event any law, regulation or standard referred to herein is amended during the term of this Agreement, the parties agree to comply with the amended provision as of the effective date thereof.

22. PROTOCOLS:

Both parties agree that the inclusion of additional protocols may be required to make this Agreement specific. All such protocols shall be negotiated, determined and agreed upon by both parties hereto.

23. SEVERABILITY:

If any provision of this Agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.

24. ASSIGNMENT:

Neither party shall delegate its duties or assign its rights hereunder, either in whole or in part, without the other party's prior written consent. Any assignment by CONTRACTOR in violation of this provision shall be void, and shall be cause for immediate termination of this Agreement. This provision shall not be applicable to service agreements or other arrangements usually or customarily entered into by either party to obtain supplies, technical support or professional services.

25. AGREEMENT SHALL BIND SUCCESSORS:

All provisions of this Agreement shall be fully binding upon, and inure to the benefit of, the parties and to each of their heirs, executors, administrators, successors and permitted assigns.

26. WAIVER OF DEFAULT:

The waiver by either party of any breach of this Agreement shall not be deemed to be a waiver of any such

breach in the future, or of the breach of any other requirement of this Agreement. In no event shall any payment by COUNTY constitute a waiver of any breach of this Agreement which may then exist on the part of CONTRACTOR. Nor shall such payment impair or prejudice any remedy available to COUNTY with respect to the breach or default. COUNTY shall have the right to demand repayment of, and CONTRACTOR shall promptly refund, any funds which COUNTY determines were not expended in accordance with the terms and conditions of this Agreement.

27. NON-LIABILITY OF COUNTY OFFICIALS AND EMPLOYEES:

No official or employee of COUNTY shall be personally liable for any default or liability under this Agreement.

28. AMENDMENT:

This Agreement may be amended at any time upon the mutual consent of both parties. No alteration of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.

29. STANDARD OF PRACTICE:

CONTRACTOR warrants that it has the degree of learning and skill ordinarily possessed by reputable professionals practicing in similar localities in the same profession and under similar circumstances. CONTRACTOR's duty is to exercise such care, skill and diligence as professionals engaged in the same profession ordinarily exercise under like circumstances.

30. TITLE TO INFORMATION AND DOCUMENTS:

It is understood that any and all documents, information and reports concerning the subject matter of this Agreement prepared and/or submitted by CONTRACTOR shall become the property of COUNTY. However, CONTRACTOR may retain copies of such documents, information and reports for its records. In the event this Agreement is terminated, for any reason whatsoever, CONTRACTOR shall promptly turn over all such documents, information and reports to COUNTY without exception or reservation.

31. JURISDICTION AND VENUE:

This Agreement shall be construed in accordance with the laws of the State of California. Any dispute arising hereunder, or relating hereto, shall be litigated in the State of California and venue shall lie in the County of Humboldt unless transferred by court order pursuant to California Code of Civil Procedure Sections 394 or 395.

32. ADVERTISING AND MEDIA RELEASE:

Any and all informational material related to this Agreement shall receive approval from COUNTY prior to being used as advertising or released to the media, including, without limitation, television, radio, newspapers and internet. CONTRACTOR shall inform COUNTY of all requests for interviews by the media related to this Agreement before such interviews take place; and COUNTY shall be entitled to have a representative present at such interviews. All notices required by this provision shall be given to Director in accordance with the notice requirements set forth herein.

33. SUBCONTRACTS:

CONTRACTOR shall obtain prior written approval from COUNTY before subcontracting any of the services to be provided pursuant to the terms and conditions of this Agreement. Any and all subcontracts

shall be subject to all applicable terms and conditions of this Agreement, including, without limitation, the licensing, certification, privacy, security and confidentiality requirements set forth herein. CONTRACTOR shall remain legally responsible for the performance of all terms and conditions of this Agreement, including, without limitation, any and all services provided by third-parties under subcontracts, whether approved by COUNTY or not.

34. ATTORNEYS' FEES:

If either party shall commence any legal action, including, without limitation, an action for declaratory relief, against the other by reason of the alleged failure of the other to perform any of its obligations hereunder, the party prevailing in said action shall be entitled to recover court costs and reasonable attorneys' fees, including, but not limited to, the reasonable value of services rendered by the Humboldt County Counsel's Office, to be fixed by the court, and such recovery shall include court costs and attorneys' fees on appeal, if applicable. As used herein, "prevailing party" means the party who dismisses an action in exchange for payment of substantially all sums allegedly due, performance of provisions allegedly breached, or other considerations substantially equal to the relief sought by said party, as well as the party in whose favor final judgment is rendered.

35. SURVIVAL OF PROVISIONS:

The duties and obligations of the parties set forth in Section 3, D – Compensation Upon Termination, Section 8 – Record Retention and Inspection, Section 10.4, I – Confidential Information and Section 14 – Indemnification shall survive the expiration or termination of this Agreement.

36. CONFLICTING TERMS OR CONDITIONS:

In the event of any conflict in the terms or conditions set forth in any other agreements in place between the parties hereto and the terms and conditions set forth in this Agreement, the terms and conditions set forth herein shall have priority.

37. INTERPRETATION:

This Agreement, as well as its individual provisions, shall be deemed to have been prepared equally by both of the parties hereto, and shall not be construed or interpreted more favorably for one (1) party on the basis that the other party prepared it.

38. INDEPENDENT CONSTRUCTION:

The titles of the sections and subsections set forth herein are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this Agreement.

39. FORCE MAJEURE:

Neither party hereto shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control, and without the fault or negligence, of such party. Such events shall include, without limitation, acts of God, strikes, lockouts, riots, acts of war, epidemics, pandemics, acts of government, fire, power failures, nuclear accidents, earthquakes, unusually severe weather, acts of terrorism or other disasters, whether or not similar to the foregoing.

40. ENTIRE AGREEMENT:

This Agreement contains all of the terms and conditions agreed upon by the parties hereto and no other

agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either of the parties hereto. In addition, this Agreement shall supersede in their entirety any and all prior agreements, promises, representations, understandings and negotiations of the parties, whether oral or written, concerning the same subject matter. Any and all acts which may have already been consummated pursuant to the terms and conditions of this Agreement are hereby ratified.

41. COUNTERPART EXECUTION:

This Agreement, and any amendments hereto, may be executed in one (1) or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one (1) and the same agreement. This Agreement, and any amendments hereto, may be signed by manual or electronic signatures in accordance with any and all applicable local, state and federal laws, regulations and standards, and such signatures shall constitute original signatures for all purposes. A signed copy of this Agreement, and any amendments hereto, transmitted by email or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement and any amendments hereto.

42. AUTHORITY TO EXECUTE:

Each person executing this Agreement represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such party’s obligations hereunder have been duly authorized.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the first date written above.

- TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS:
(1) CHAIRPERSON OF THE BOARD, PRESIDENT, OR VICE PRESIDENT; AND
(2) SECRETARY, CHIEF FINANCIAL OFFICER OR TREASURER.

[NAME OF CONTRACTOR]:

By: _____

Date: _____

Name: _____

Title: _____

By: _____

Date: _____

Name: _____

Title: _____

COUNTY OF HUMBOLDT:

By: _____

Date: _____

Steve Madrone , Chair

INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:

By: _____
Risk Management

Date: _____

LIST OF EXHIBITS:

- Exhibit A – Scope of Services
- Exhibit B – Schedule of Rates
- Exhibit C – Certification of Lobbying Activities
- Exhibit D – Disclosure of Lobbying Activities

EXHIBIT A
SCOPE OF SERVICES

[Name of Contractor]

For Fiscal Years 20[]-20[] through 20[]-20[]

[Brief description of the purpose of the services to be provided]

1. SERVICES:

[List and describe the services to be performed under the Agreement]

2. SCHEDULE:

[List and describe project milestones/timeline for performance]

3. DELIVERABLES:

[List and describe deliverables]

4. ACCEPTANCE CRITERIA:

[List and describe the criteria and standards to be achieved for each deliverable]

5. REPORTING REQUIREMENTS:

[List and describe reporting requirements, as applicable]

6. PLACE OF PERFORMANCE:

[List and describe place of performance]

7. COUNTY RESPONSIBILITIES:

[List and describe County responsibilities, as applicable]

8. RESTRICTIONS:

[List and describe any restrictions, as applicable]

EXHIBIT B
SCHEDULE OF RATES

[Name of Contractor]
For Fiscal Years 20[]-20[] through 20[]-20[]

[Brief description of the compensation to be provided to CONTRACTOR]

1. RATE OF COMPENSATION:

[List and describe each specific rate to be charged CONTRACTOR under the Agreement]

2. EXPENSES:

[List and describe expenses to be reimbursed by COUNTY under the Agreement, as applicable]

EXHIBIT C
CERTIFICATION REGARDING LOBBYING ACTIVITIES

[Name of Contractor]

For Fiscal Years 20[]-20[] through 20[]-20[]

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making, awarding or entering into of this Federal contract, Federal grant, or cooperative agreement, and the extension, continuation, renewal, amendment, or modification of this Federal contract, grant, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency of the United States Government, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities" in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontractors, subgrants, and contracts under grants and cooperative agreements) of \$100,000 or more, and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C., any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Name of Contractor

Printed Name of Person Signing for Contractor

Contract / Grant Number

Signature of Person Signing for Contractor

Date

Title

