



**Tuolumne County
Economic Development Authority**

Request for Qualifications

**Marketing Activities and
Collateral Production
Services**

**Release Date:
December 6, 2017**

**Submittal Date:
December 15, 2017
Not later than 3:00 p.m.**

Tuolumne County Economic Development Authority

RFQ for Marketing Activities and Collateral Production Services

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Exhibits

Exhibit A-Scope of Work

Introduction

Tuolumne County Economic Development Authority (TCEDA) is seeking a contractor to provide marketing activities and collateral production services.

This RFQ includes a description of the scope of work, proposal requirements and instructions for submitting your proposal. No formal meeting is required for this RFQ.

Consultants shall address any questions in writing to the TCEDA. The TCEDA will circulate the questions, along with written responses via its website. Except for questions that might render the award of this contract invalid, the TCEDA will not respond to any questions submitted after December 11, 2017. Any oral responses to questions are not binding on the TCEDA. Any communications relative to this RFQ should be directed in writing to:

Larry Cope
CEO
TCEDA
99 North Washington Street
Sonora, CA 95370
Email: larry.cope@tceda.net

Project Description & Schedule

Project

The TCEDA is seeking professionals with experience in marketing activities and collateral production services. The TCEDA will select a consultant who has the best combination of experience and pricing.

Schedule

The following represents the tentative schedule for these services:

<u>Task</u>	<u>Date</u>
Release of RFQ	December 6, 2017
Deadline for Final Questions	December 11, 2017
Proposal Submission Deadline	December 15, 2017
Evaluation of Proposals	December 18, 2017 (Tentative)
Interviews (If necessary)	December 19, 2017 (Tentative)
Commencement of negotiation period	December 20, 2017 (Tentative)
Notice of contract award	December 26, 2017 (Tentative)
Deadline for protests/appeals	January 5, 2018 (Tentative)
Contract executed	January 8, 2018 (Tentative)
Consultant Commences Work	January 9, 2018 (Tentative)

Scope of Work

The Scope of Work is described in Exhibit A. The selected consultant shall conduct these projects in accordance with state and federal laws and regulations.

General Terms and Conditions

Upon completion of the evaluation and recommendation for award, the TCEDA will negotiate with the selected Consultant to execute a professional services agreement.

Term/Termination

The term of the initial contract awarded under this RFQ will be through June 30, 2019. By mutual agreement, this contract may be extended for up to five (5) one-year periods, under the following circumstances:

- The TCEDA receives adequate funding to extend operations;
- The Contractor has achieved demonstrable success by meeting all of the contract's requirements;
- The TCEDA continues to need the services purchased under this RFQ;
- The Contractor is willing and able to modify the services provided to best meet the needs of the program as determined by the TCEDA.

The contract will be subject to termination by either party upon fifteen (15) days' advance, written notice of intent to terminate. The TCEDA may terminate the contract at any time, without written notice, upon a material breach of contract by the Contractor.

Funding Availability

It is mutually agreed that if the TCEDA budget of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds, this Agreement shall be of no further force and effect. In this event, the TCEDA shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement. Contractor's assumption of risk of possible non-appropriation is part of the consideration for this Agreement. TCEDA budget decisions are subject to the discretion of the Board of Supervisors and the City Council.

If funding for any fiscal year is reduced or deleted by the TCEDA budget for purposes of this program, the TCEDA shall have the option to either cancel this Agreement with no liability occurring to the TCEDA, or offer an Agreement amendment to Contractor to reflect the reduced amount.

Insurance

1. The Consultant, prior to beginning work on the Agreement, shall furnish to the TCEDA a Certificate of Insurance setting forth that the Consultant has in full force and effect the following:
 - a. **Workers Compensation**- Workers' Compensation Insurance and Employer's Liability Insurance for employees in accordance with the laws of the State of California (including requiring any authorized subcontractor to obtain such insurance for its employees).
 - b. **General Liability** – Commercial general liability insurance with a minimum liability limit per occurrence of one million dollars (\$1,000,000) for bodily injury and one hundred thousand dollars (\$100,000) for property damage. If a commercial general liability insurance form or other form with general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Coverage shall be included for premises, operations and broad form contractual.
 - c. **Automobile Liability** – insurance with a minimum limit of liability per occurrence of \$1,000,000 for bodily injury and \$100,000 for property damage. This insurance shall cover for bodily injury and property damage, owned automobiles, hired and non-owned automobiles.
2. Said Certificate of Insurance shall be in a form acceptable to the TCEDA and shall provide that the TCEDA elected and appointed officials, officers, employees, agents

and volunteers are additional insured under such policies. Copies of a Certificate of Insurance form and Additional Insured Endorsement form acceptable to the TCEDA may be obtained from the County of Tuolumne Risk Manager, County Administrative Center, 2 South Green Street, Sonora, CA 95370. The policies may not be canceled or reduced in coverage until after 30 days' written notice to the TCEDA. Wording to this effect shall be on the certificate.

Indemnification

Contractor shall indemnify, defend, save, protect and hold harmless the TCEDA, its elected and appointed officials, officers, employees, agents and volunteers (collectively, "TCEDA") from any and all demands, losses, claims, costs, suits, liabilities and expenses for any damage, injury or death (collectively, "Liability") arising directly or indirectly from or connected with the services provided hereunder which is caused, or claimed or alleged to be caused, in whole or in part, by the negligence or willful misconduct of Contractor, its officers, employees, agents, contractors, consultants, or any person under its direction or control and shall make good to and reimburse the TCEDA for any expenditures, including reasonable attorney's fees, the TCEDA may make by reason of such matters and, if requested by the TCEDA, shall defend any such suits at the sole cost and expense of Contractor. Contractor's obligations under this section shall exist regardless of concurrent negligence or willful misconduct on the part of the TCEDA or any other person; provided, however, that Contractor shall not be required to indemnify the TCEDA for the proportion of Liability a court determines is attributable to the negligence or willful misconduct of the TCEDA.

If such indemnification becomes necessary, the TCEDA Counsel shall have the absolute right and discretion to approve or disapprove of any and all counsel employed to defend the TCEDA. This indemnification clause shall survive the termination or expiration of this Agreement.

Proposal Format Requirements

Each response to this RFQ shall include the information described in this section. Provide the information in the specified order. Failure to include all the elements specified may be cause for rejection. Additional information may be provided, but should be succinct and relevant to the goals of this RFQ.

Cover Letter – Include the following information:

- Title of this RFQ
- Name and mailing address of company
- Contact person, email address, telephone and fax numbers

Signature Requirements - The cover letter must be signed by an officer empowered by the firm to sign such material and thereby commit the firm to the obligations contained in the RFQ response. Further, the signing and submission of a response shall indicate the intention of the proposer to adhere to the provisions described in this RFQ and a commitment to enter a binding contract.

Firm's Qualifications - A statement of the professional qualifications and experience in providing marketing activities and collateral production services to economic development (or similar) agencies.

Experience and References - Provide a summary of the firm's experience in providing these services. Provide a minimum of three references for marketing activities and collateral production services and include date, contact person, phone number and a brief description of the services provided.

Approach and Availability - Provide a detailed discussion of the firm's approach to providing services to TCEDA and staff's availability to conduct the required work.

Pricing and Compensation- Provide a preliminary cost estimate for work (per hour) outlined in the Scope of Work as described in Exhibit A.

Staff Assigned to Project- Provide the resumes of key personnel from the firm who would be assigned to work on the Scope of Work as described in Exhibit A.

Affirmative Action/Business Designation- Provide a statement of the firm's policy regarding affirmative action and indicate if the firm is a small business and/or minority or woman-owned business.

Submittal Instructions

Your submittal package shall include the following:

- One (1) original and two (2) printed copies of your proposal.
- Proposals shall be submitted no later than the time and date indicated on the cover page of this RFQ.
- Proposals must be submitted ONLY to:

Larry Cope
CEO
TCEDA
99 North Washington Street
Sonora, CA 95370

- Faxed and/or emailed proposals shall not be accepted.
- The TCEDA shall not be responsible for proposals delivered to a person or location other than that specified herein.
- It is the sole responsibility of the applicant to send or deliver its proposal so that it is received by the time and date required, regardless of postmark. Late submittals shall not be accepted or considered.

- All submittals shall be submitted in a sealed envelope or container, and clearly marked with the title of the RFQ on the outside of the parcel.
- All submittals, whether selected or rejected, shall become the property of the TCEDA and will not be returned.
- By submitting a proposal, each proposer certifies that all statements in this proposal are true. This constitutes a warranty, the falsity of which shall include the right, at the TCEDA's option, of declaring any contract made, as a result thereof, null and void. Proposals shall be completed, executed, and submitted in accordance with the instructions of this RFQ. If a proposal is not submitted in the format specified in this RFQ, it may be rejected, unless the TCEDA determines that the nonconformity is either a minor irregularity or that the defect or variation in the proposal is immaterial or inconsequential. The TCEDA reserves the right to waive minor defects and/or irregularities in proposals, and shall be the sole judge of the materiality of any such defect or irregularity. The TCEDA may give the proposer an opportunity to cure any deficiency resulting from a minor irregularity or an immaterial or inconsequential defect, or TCEDA may waive such deficiency, whichever is most advantageous to the TCEDA.
- All costs associated with proposal preparation shall be borne by the proposer.
- All proposals shall remain firm for one hundred twenty (120) days following the closing date of the receipt of proposals.

Selection Procedure

- The TCEDA CEO shall name, for the purpose of evaluating the proposals for this RFQ, a Review Committee composed of representatives from the TCEDA. The TCEDA CEO may also elect to include as part of the Review Committee qualified representatives from other agencies or entities.
- Proposal documentation requirements set forth in this RFQ are designed to provide guidance to proposers concerning the type of information that will be used by the Review Committee. Proposers shall be prepared to respond to requests by the Review Committee for additional items deemed necessary to assist in the evaluation process.

Evaluation Criteria

The following evaluation criteria will be used to determine the most highly qualified firm(s).

<u>Evaluation Criteria</u>	<u>Possible Points</u>
Capacity to perform required Scope of Work	30
Staff's experience and ability to do required tasks	30
Proposal Pricing	30
Compliance in submitting required RFQ documents	10
Total	100

- Submittals will be reviewed for responsiveness, and responsive submittals will further be screened by a selection committee in accordance with the above criteria. The firm(s) submitting the highest rated proposal(s) may be invited for interviews.
- Award will be made to the qualified proposer whose proposal will be most advantageous to the TCEDA, with price and all other factors considered. The TCEDA will negotiate with the highest ranked proposer to develop the scope of work and contract for mutual satisfaction. If the TCEDA cannot successfully negotiate a contract with the highest ranked proposer, the TCEDA will terminate negotiations and begin negotiations with the next highest ranked proposer.
- The TCEDA reserves the right to reject any or all proposals, or to waive minor irregularities in said proposals, or to negotiate with the successful firm.
- Proposers are advised the TCEDA reserves the following prerogatives:
 - To reject any or all proposals;
 - To consider historic information and fact, whether gained from the proposer's proposal or any other source, in the evaluation process; and
 - The proposer is cautioned that it is the proposer's sole responsibility to submit information related to the evaluation categories and the TCEDA is under no obligation to solicit such information if it is not included with the proposal. Failure of the individual or firm to submit such information may cause an adverse impact on the evaluation of the proposal.
- The TCEDA will notify all proposers whether they are selected for the subject work.
- The TCEDA is an Equal Opportunity Employer.

Disputes Relating to Proposal Process

Any dispute arising from the proposal process prior to the award of the contract must be submitted in writing to Larry Cope, CEO, within ten (10) calendar days of the date of the recommendation award or denial letter. The only grounds for an appeal that will be considered are that the TCEDA failed to follow the selection procedures specified in this RFQ or that there has been a violation of conflict of interest as provided by California Government Code section 87100 et seq.; or violation of Federal or State law. The TCEDA Board will consider

only those specific issues addressed in the written appeal. The TCEDA Board will make its determination within thirty (30) days of receipt and its decision shall be final with respect to the matters of fact.

Public Records Access

Proposers should be aware that submitted proposals are subject to the California Public Records Act and may be disclosed to members of the public upon request. It is the responsibility of the proposers to clearly identify information in their proposals that they consider to be confidential under the California Public Records Act. To the extent that the TCEDA agrees with that designation, such information will be held in confidence whenever possible. All other information will be considered public.

All information regarding the proposals will be held as confidential until such time as the TCEDA has completed its evaluation and, or if, contract negotiations are complete.

Scope of Work

- Consultant will be responsible for creating content for TCEDA's marketing and office materials.

Types of services requested by this RFQ.

- 1) Produce online, print media, video, social media, signage, or other collateral intended to promote, enhance, supplement, inform or otherwise facilitate the goals of the TCEDA.
- 2) Provide graphic design services and/or content for TCEDA's website(s).
- 3) Provide graphic design services and/or content for social media platforms such as Facebook, Twitter and YouTube.
- 4) Provide graphic design and printing services for promotion activities: flyers, invitations, programs, schedules, brochures, posters, etc.
- 5) Marketing recommendations and outreach strategies not currently being utilized.
- 6) Professional photography and video content

Consultant's proposal should outline their experience in providing content (as outlined above) to economic development and/or governmental agencies.