

## REQUEST FOR QUALIFICATIONS

### FOR

### REVIEW AND APPROVAL OF COMMERCIAL CANNABIS LICENSES

The County of Trinity, through its Planning Department Cannabis Division, is seeking qualified firms, individuals or consultants to manage our Commercial Cannabis Cultivation Licensing processes. The County has received over 700 applications for Commercial Cannabis cultivation and desires to have a significant number of these applications and annual renewals processed before the end of this calendar year. The County wishes to contract with a qualified firm, individual or consultant who will work directly for the County to processing these applications.

The consultant would enter into a contract with the County and would perform the initial processing of the applications for commercial cannabis cultivation licenses. Once applications are completed and ready for license issuance or once applications are completed pending a planning action, they will be forwarded to the County. Constituents will work directly with the consultant and only the consultant until the application process has been completed.

For more information about the Cannabis Ordinance please look at the Community Development Services Planning Department Commercial Cannabis page at <https://www.trinitycounty.org/Commercial-Cannabis> or review Trinity County Code Section 17.43 – Commercial Cannabis Cultivation Regulations. This code section can be viewed at [https://library.municode.com/ca/trinity\\_county/codes/code\\_of\\_ordinances?nodeId=TIT17ZO\\_C17.43COCACURE](https://library.municode.com/ca/trinity_county/codes/code_of_ordinances?nodeId=TIT17ZO_C17.43COCACURE)

#### **PART ONE: SCOPE OF SERVICES:**

Following the requirements of County Code pertaining to Commercial Cannabis Cultivation and CEQA, the consultant will provide initial application review and processing for the County. The general scope of services is described below, further project-specific details will be provided once a qualified Contractor is selected.

Trinity County is seeking services from a qualified professional firm, individual or consultant with extensive experience in cannabis cultivation licensing, CEQA, and related land use regulations to provide application processing services related to commercial cannabis cultivation. This Request for Qualifications (RFQ) is extended to any professional planning service firms and contractors that meets the minimum qualifications and has the required experience.

#### **PART TWO: REQUEST FOR QUALIFICATION STATEMENTS:**

The following information should be included under the title “Request for Qualification Statements for Planning Services – Cannabis Licenses:”

1. Respondent name;

2. Respondent address;
3. Respondent telephone number;
4. Respondent federal tax identification number;
5. Name, title, address, telephone number, and email address of contact person authorized to contractually obligate the Respondent on behalf of the Respondent.

Contents of RFQ Respondents should letter and number responses exactly as the questions are presented herein. Interested Respondents are invited to submit RFQs that contain the following information:

1. Introduction (transmittal letter)
2. Background and Experience
3. Specialized Knowledge of Cannabis Cultivation Licensing Process
4. Personnel/Professional Qualifications

1. **Introduction (transmittal letter):** By signing the response, the Respondent certifies that the signatory is authorized to bind the Respondent. The RFQ response should include:

- a. A brief statement of Respondent's understanding of scope of the work to be performed;
- b. A confirmation that the Respondent will comply with County of Trinity Sample Agreement attached hereto;
- c. Any other information that the Respondent feels appropriate;
- e. The signature of an individual who is authorized to provide information of this nature in the name of the Respondent submitting the RFQ.

2. **Background and Experience**

a. Describe Respondent's firm by providing its full legal name, date of establishment, type of entity and business expertise, short history, current ownership structure and any recent or materially significant proposed change in ownership.

b. Describe any prior engagements in which Respondent's firm assisted a governmental entity related to the review of Cannabis licenses or land use licensing. Provide at least three (3) references.

3. **Specialized Knowledge**

a. Describe in detail the experience of the individuals who will be available to work on providing the services requested.

b. List experience working with local jurisdictions.

#### 4. **Personnel/Professional Qualifications**

a. Identify staff members (as applicable) who would be assigned to act for Respondent's firm in key management and field positions providing the services described in Part One: Scope of Services, and the functions to be performed by each.

b. Include resumes or curriculum vitae of each such staff member designated above, including name, position, telephone number, email address, education, and years and type of experience.

### **PART THREE: SELECTION CRITERIA**

The County of Trinity shall evaluate each potential contractor in terms of the criteria specified in PART TWO.

### **PART FOUR: GENERAL INFORMATION**

1. Submission of response: Respondents shall prepare and submit three (3) copies of the response by 5:00 p.m. PST, on Friday, July 9, 2021.

Responses must be placed in a sealed envelope clearly marked "Request for Qualification Statements for Planning Services – Cannabis Licenses" on the cover. Responses shall be delivered or mailed to:

Trinity Planning and Building Department, Kim Hunter, Director, P.O. Box 2819, Weaverville, CA 96093.

Responses submitted to any other County office will be rejected and returned to the Respondent unopened. Time is of the essence, and any responses received after the above-referenced time and date for submittal, whether by mail or otherwise, will be rejected and returned to the Respondent unopened. It is the sole responsibility of the Respondent to ensure that the response is received before the submittal deadline and postmarks will not be accepted in lieu of this requirement. However, nothing in this RFQ precludes the County from extending the deadline for responses, or from requesting additional information at any time during the evaluation process.

**Right of County to Reject Respondents:** The County reserves the unqualified right to reject any and all Respondents or to waive, at its sole discretion, any irregularity, which the County deems reasonably correctable or otherwise not warranting rejection of a response.

**Public Records and Trade Secrets:** All responses and materials submitted in response to this RFQ shall become the County's property, and are subject to disclosure under the Public Records Act, California Government Code Sections 6250, et seq. This RFQ and all responses 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 and regulations. Any portion of the response that is deemed to be a trade secret by the Respondent shall be clearly marked "PROPRIETARY INFORMATION" at the top of the page in at least one-half inch (1/2") size letters. Specifically identified proprietary information will not be released, if the Respondent agrees to indemnify and defend the County in any action brought to disclose such information. By submitting such information, the Respondent agrees that the County's failure to contact Respondent prior to the release of such proprietary information will not be a basis for liability by the County, or any employee thereof.

**Conflict of Interest:** By submitting a response to this RFQ, Respondent warrants and covenants that no official or employee of the County, nor any business entity in which an official of the County has an interest, has been employed or retained to solicit or assist in procuring the final Professional Services Agreement resulting from this RFQ 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.

Attachment A

**STANDARD FORM PERSONAL SERVICES CONTRACT  
BETWEEN  
THE COUNTY OF TRINITY  
AND  
[CONTRACTOR]**

THIS PERSONAL SERVICES CONTRACT ("Contract") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, by and between the **COUNTY OF TRINITY**, a political subdivision of the State of California ("County"), and **[NAME OF CONTRACTOR AND TYPE OF ENTITY THE PARTY IS, IE: sole proprietor, partnership, corporation]** ("Contractor").

RECITALS

WHEREAS, County desires to retain a person or firm to process Commercial Cannabis Cultivation applications for Trinity County Cultivation sites; and

WHEREAS, Contractor warrants that it is qualified and agreeable to render the aforesaid services.

AGREEMENT

NOW, THEREFORE, for and in consideration of the agreement made, and the payments to be made by County, the parties agree to the following:

- I. **SCOPE OF SERVICES:** Contractor agrees to provide all of the services described in Exhibit A.
- II. **ADDITIONAL SERVICES:** The County may desire services to be performed which are relevant to this Contract or the services to be performed hereunder, but have not been included in the scope of the services listed in Paragraph I above, and Contractor agrees to perform said services upon the written request of County. These additional services could include, but are not limited to, any of the following:
  - A. Serving as an expert witness for the County in any litigation or other proceedings involving the project or services.
  - B. Services of the same nature as provided herein which are required as a result of events unforeseen on the date of this contract.

- III. COUNTY FURNISHED SERVICES: The County agrees to:
- A. Facilitate access to and make provisions for the Contractor to enter upon public and private lands as required to perform their work.
  - B. Make available to Contractor those services, supplies, equipment and staff that are normally provided for the services required by the type of services to be rendered by Contractor hereunder and as set forth in Exhibit A.
  - C. Make available all pertinent data and records for review.
- IV. TERM OF CONTRACT: This Contract shall commence on \_\_\_\_\_ and shall terminate on \_\_\_\_\_, unless sooner terminated in accordance with the terms hereunder.
- V. CONTRACT PERFORMANCE TIME: All the work required by this Contract shall be completed and ready for acceptance no later than \_\_\_\_\_. Time is of the essence with respect to this Contract.
- VI. FEES: The fees for furnishing services under this Contract shall be based on the rate schedule which is attached hereto as Exhibit B. Said fees shall remain in effect for the entire term of this Contract.
- VII. MAXIMUM COST TO COUNTY: Notwithstanding any other provision of this Contract, in no event will the cost to County for the services to be provided herein exceed the maximum sum of \$\_\_\_\_\_, including direct non-salary expenses.
- VIII. PAYMENT: The fees for services under this Contract shall be due within 60 calendar days after receipt and approval by County of an invoice covering the service(s) rendered to date.

[For any services involving a public works or construction project, the County shall retain 10 percent of each monthly progress payment, which shall be due upon completion and acceptance by County of the work or termination of this Contract.]

With respect to any additional services provided under this Contract as specified in Paragraph II hereof, Contractor shall not be paid unless Contractor has received written authorization from County for the additional services prior to incurring the costs associated therewith. Said additional services shall be charged at the rates set forth on Exhibit B.

Invoices or applications for payment to the County shall be sufficiently detailed and shall contain full documentation of all work performed and all reimbursable expenses incurred. Where the scope of work on the Contract is divided into various tasks, invoices shall detail the related expenditures accordingly. Labor expenditures need documentation to support time, subsistence, travel and field expenses. No expense will be reimbursed without adequate documentation. This documentation will include, but not be limited to, receipts for material purchases, rental equipment and subcontractor work.

Notwithstanding any other provision herein, payment may be delayed, without penalty, for any period in which the State or Federal Government has delayed distribution of funds that are intended to be used by the County for funding payment to Contractor.

- IX. **INSURANCE:** Contractor shall procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees, or subcontractors.

Minimum Scope and Limit of Insurance

- A. The Contractor shall maintain a commercial general liability (CGL) insurance policy (Insurance Services Office Form CG 00 01) covering CGL on an occurrence basis, including products and completed operations, property damage, bodily injury, and personal & advertising injury, with limits in the amount of \$1,000,000, and a general aggregate limit of \$2,000,000.

The County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the General Liability Policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor, including materials, parts, or equipment furnished in connection with such work or operations. Additional insured should read as follows:

Trinity County  
PO Box 2819  
Weaverville, CA 96093

- B. Contractor shall provide comprehensive business or commercial automobile liability coverage, including non-owned and hired automobile liability in the amount of \$1,000,000 per accident for bodily injury and property damage. Coverage shall be at least as broad as ISO Form CA0001 (Code 1); or, if Contractor has no owned autos or hired autos, then as broad as ISO Form CA0001 (Code 8); and, if Contractor has non-owned autos, then as broad as ISO Form CA0001 (Code 9).

The County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the Automobile Liability policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor, including materials, parts, or equipment furnished in connection with such work or operations. Additional insured should read as follows:

Trinity County  
PO Box 2819  
Weaverville, CA 96093

Prior to the commencement of any work hereunder, the Contractor shall supply a Certificate of Insurance and endorsements, signed by the insurer, evidencing such insurance as specified above to County. However, failure to obtain and provide the required documents to County prior to the work beginning shall not waive the Contractor's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. Each insurance policy required above shall provide that coverage and shall not be canceled, except with prior written notice to the County.

Insurance is to be placed with an insurer with a current A.M. Best's rating of no less than \_\_\_\_\_, unless otherwise acceptable to the County.

Any deductibles or self-insured retentions must be declared to and approved by the County. The County may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

For any claims related to this Contract, the Contractor's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 with respect to the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers, shall be in excess of the Contractor's insurance and shall not contribute with it.

Contractor hereby grants to County a waiver of any right to subrogation which any insurer of said Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

- X. **WORKER'S COMPENSATION:** The Contractor acknowledges that it is aware of the provisions of the Labor Code of the State of California which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code and it certifies that it will comply with such provisions before commencing the performance of the services to be performed under this Contract and at all times during the performance of the services to be performed hereunder. A copy of the certificates evidencing such insurance with policy limits of at least \$1,000,000 per accident for bodily injury or disease (or, in the alternative, a signed County Workers' Compensation Exemption form) shall be provided to County prior to commencement of work.
  
- XI. **INDEMNIFICATION:** Contractor agrees to indemnify, defend at its own expense, and hold County harmless from any and all liabilities, claims, losses, damages, or expenses, including reasonable attorney's fees, arising from any and all acts or omissions to act of Contractor or its officers, agents, or employees in performing services under this Contract;

excluding, however, such liabilities, claims, losses, damages, or expenses arising from County's sole negligence or willful misconduct.

- XII. **NONDISCRIMINATORY EMPLOYMENT:** In connection with the execution of this Contract and the services to be provided hereunder, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, national origin, political affiliation, ancestry, marital status or disability. This policy does not require the employment of unqualified persons.
- XIII. **INTEREST OF PUBLIC OFFICIALS:** No officer, agent or employee of the County during their tenure, nor for one year thereafter, shall have any interest, direct or indirect, in this Contract or the proceeds thereof.
- XIV. **SUBCONTRACTING AND ASSIGNMENT:** The rights, responsibilities and duties established under this Contract are personal to the Contractor and may not be subcontracted, transferred or assigned without the express prior written consent of the County.
- XV. **LICENSING AND PERMITS:** The Contractor shall maintain the appropriate licenses throughout the life of this Contract. Contractor shall also obtain any and all permits which might be required by the work to be performed herein.
- XVI. **BOOKS OF RECORD AND AUDIT PROVISION:** Contractor shall maintain on a current basis, complete books and records relating to this Contract. Such records shall include, but not be limited to, documents supporting all bids and all expenditures for which any reimbursement is sought. The books and records shall be original entry books. In addition, Contractor shall maintain detailed payroll records, including all subsistence, travel and field expenses, and canceled checks, receipts and invoices for all items for which any reimbursement is sought. These documents and records shall be retained for at least ten years from the completion of this Contract (42CFR Sections 433.32, 438.3(h) and (u)). Contractor will permit County to audit all books, accounts or records relating to this contract or all books, accounts or records of any business entities controlled by Contractor who participated in this contract in any way. Any such audit may be conducted on Contractor's premises or, at County's option, Contractor shall provide all books and records within a maximum of 15 calendar days upon receipt of written notice from County.
- Contractor shall promptly refund any moneys erroneously charged. If County ascertains that it has been billed erroneously by Contractor for an amount equaling 5% or more of the original bid, Contractor shall be liable for the costs of the audit in addition to any other penalty to be imposed. This paragraph applies to any contract which provides for reimbursement of expenses.
- XVII. **CONFIDENTIALITY:** All information and records obtained in the course of providing services under this Contract shall be confidential and shall not be open to examination for any purpose not directly connected to the administration of this program or the services

provided hereunder. Both parties shall comply with State and Federal requirements regarding confidential information.

XVIII. **TITLE:** It is understood that any and all documents, information, computer disks, and reports of any kind concerning the services provided hereunder, prepared by and/or submitted to the Contractor, shall be the sole property of the County. The Contractor may retain reproducible copies of drawings and copies of other documents. In the event of the termination of this Contract, for any reason whatsoever, Contractor shall promptly turn over all information, writing, computer disks, and documents to County without exception or reservation. Contractor shall transfer from computer hard drive to disk any information or documents stored on hard drive and provide County with said disk.

XIX. **TERMINATION:**

A. Either party hereto may terminate this Contract for any reason by giving thirty (30) calendar days written notice to the other party. Notice of Termination shall be by written notice to the other party and shall be sent by registered mail.

B. If the Contractor fails to provide in any manner the services specified under this Contract or otherwise fails to comply with the terms of this Contract, or violates any ordinance, regulation, or other law which applies to its performance herein, the County may terminate this Contract by giving five calendar days written notice to Contractor.

C. The Contractor shall be excused for failure to perform services herein if such services are prevented by acts of God, strikes, labor disputes or other forces over which the Contractor has no control.

D. In the event of termination, not the fault of the Contractor, the Contractor shall be paid for services performed up to the date of termination in accordance with the terms of this Contract.

XX. **RELATIONSHIP BETWEEN THE PARTIES:** It is expressly understood that in the performances of the services herein, the Contractor, and the agents and employees thereof, shall act in an independent capacity and as an independent contractor and not as officers, employees or agents of the County.

XXI. **AMENDMENT:** This Contract may be amended or modified only by written agreement of both parties.

XXII. **ASSIGNMENT OF PERSONNEL:** The Contractor shall not substitute any personnel for those specifically named in its proposal unless personnel with substantially equal or better qualifications and experience are provided, acceptable to County, as evidenced in writing.

XXIII. **WAIVER:** No provision of this Contract or the breach thereof shall be deemed waived, except by written consent of the party against whom the waiver is claimed.

XXIV. SEVERABILITY: If any provision of this MOU is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby. Each provision shall be valid and enforceable to the fullest extent permitted by law.

XXV. JURISDICTION AND VENUE: This Contract and the obligations hereunder shall be construed in accordance with the laws of the State of California. The parties hereto agree that venue for any legal disputes or litigation arising out of this Contract shall be in Trinity County, California.

XXVI. ENTIRE AGREEMENT: This Contract constitutes the entire agreement between the parties with respect to the subject matter hereof, and all prior or contemporaneous agreements, understandings, and representations, oral or written, are superseded.

XXVII. EXHIBITS: All "Exhibits" referred to below or attached to herein are by this reference incorporated into this Contract:

<b>Exhibit Designation</b>	<b>Exhibit Title</b>
Exhibit A	Services to be provided by Contractor
Exhibit B	Compensation or Fees to be provided by Contractor

XXVIII. DESIGNATED AGENTS: The parties represent and warrant that they have full power and authority to execute and fully perform their obligations under this Contract pursuant to their governing instruments, without the need for any further action, and that the person(s) executing this Contract on behalf of each party are the duly designated agents of each party and are authorized to do so.

XXIX. COMPLIANCE WITH APPLICABLE LAWS: The Contractor shall comply with any and all federal, state and local laws, regulations, and ordinances affecting the services covered by this Contract.

XXX. ATTORNEY'S FEES: If any party hereto employs an attorney for the purpose of enforcing or construing this Contract, or any judgment based on this Contract, in any legal proceeding whatsoever, including insolvency, bankruptcy, arbitration, declaratory relief or other litigation, including appeals or rehearing, the prevailing party shall be entitled to receive from the other party, or parties thereto, reimbursement for all attorneys' fees and all costs, including but not limited to service of process, filing fees, court and court reporter costs, investigative costs, expert witness fees, and the cost of any bonds, whether taxable

or not. If any judgment or final order be issued in that proceeding, said reimbursement shall be specified therein.

XXXI. NOTICES: Any notice required to be given pursuant to the terms and conditions hereof shall be in writing, and shall be via one of the following methods: personal delivery, prepaid Certified First-Class Mail, or prepaid Priority Mail with delivery confirmation. Unless others designated by either party, such notice shall be mailed to the address shown below:

If to County:

***Trinity County Building & Planning Department  
Kim Hunter, Director  
PO Box 2819  
Weaverville, CA 96093  
(530) 623-1351 or info.planning@trinitycounty.org***

If to Contractor:

***[CONTACT NAME]  
[NAME OF BUSINESS/CONTRACTOR]  
[ADDRESS]  
[ADDRESS]  
[PHONE AND/OR EMAIL]***

[signature page to follow]

IN WITNESS WHEREOF, the parties hereunto have executed this Contract on the date written below.

**COUNTY OF TRINITY:**

**CONTRACTOR:**

By: \_\_\_\_\_  
Jeremy Brown, Chairman  
Trinity County Board of Supervisors  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title.: \_\_\_\_\_  
Date: \_\_\_\_\_

Approved as to form:

By: \_\_\_\_\_  
Margaret E. Long  
County Counsel

Risk Management Approval:

By: \_\_\_\_\_  
Shelly Nelson  
Human Resources/Risk Management  
Director