

### **Amended Timeline**

- Release of the RFP: October 4, 2024
- Notice of Intent deadline: November 22, 2024 (No later than 5:00 p.m. PST)
- Proposal questions deadline: November 29, 2024 (No later than 5:00 p.m. PST)
- Proposal submission deadline: December 13, 2024 (No later than 5:00 p.m. PST)
- Interviews Completed: January 7, 2025
- Notification of Selection: January 14, 2025
- Tentative start date for contract: February 2, 2025

The dates above are subject to change as deemed necessary by the County of Lassen.

## I. INTRODUCTION

Lassen County ("County") invites responses to a Request for Proposal ("RFP") to provide public defender services.

### A. DEFINITIONS

For the purposes of this RFP process, the following definitions apply:

1. **Contract** is the written agreement between the County and Responder selected to provide services.
2. **Contractor** means the successful Responder selected to provide public defender services.
3. **Proposal** means a formal, written response to this RFP submitted by a Responder.
4. **Request for Proposal ("RFP")** means this invitation to submit a Proposal to provide public defender services.
5. **Responder** means any person or organization who submits a Proposal in response to this RFP.

### B. NOTICE OF INTENT

Those intending to submit a Proposal must notify by email the County Contact, listed in paragraph C of this Section by **November 22, 2024, at 5:00 p.m., Pacific Standard Time (PST)**, of their intent to submit a Proposal. The Notice of Intent does not compel submission of a Proposal. However, only those Responders who submit a timely Notice of Intent will have their Proposal considered. If the Responder has not received confirmation within 24-hours of submission of their Notice of Intent, it is the responsibility of the Responder to verify receipt of the Notice of Intent with the County Contact.

### C. CORRESPONDENCE

All correspondence, including Proposals, shall be submitted by US Mail, or delivered to the County Contact, as identified below:

Lassen County Counsel's Office  
ATTN: Amanda Uhrhammer, County Counsel  
221 S. Roop Street, Suite 2  
Susanville, CA 96130-4339  
Phone: (530) 251-8334  
[amanda@prenticelongpc.com](mailto:amanda@prenticelongpc.com)

Responders may contact only the County Contact identified above and are specifically directed not to contact other County personnel for meetings, conferences, or technical discussions related to this RFP. Failure to comply may result in a Responder being barred from consideration under this RFP. No questions regarding this RFP will be answered by other County staff.

D. PROPOSAL SUBMISSION DEADLINE

**All Proposals must be received, at the address listed in Paragraph C. of this Section I, no later than 5:00 p.m. PST on December 13, 2024. One electronic flash drive, 1 unbound and 4 bound printed copies of the proposal shall be submitted.** Facsimile or electronically transmitted proposals outside of the flash drive will not be accepted since they do not contain original signatures. Use of US Mail will be at the Responder's risk. Postmarks will not be accepted in lieu of actual receipt. Late Proposals will not be considered.

II. **REQUIREMENTS**

A. BACKGROUND

California Government Code § 27700 requires that counties provide public defender services to indigent citizenry.

B. PURPOSE

Through this RFP, Lassen County is seeking an organization, or any party interested in providing public defender services, which will include, but not be limited to, provision of competent legal services in all nature of criminal matters, contempt proceedings, juvenile delinquency matters, and LPS (Lanterman-Petris-Short).

C. POPULATIONS TO BE SERVED

The public defender services will be provided to the indigent population of Lassen County, or as otherwise appointed by the Court.

D. SCOPE OF WORK

The proposed provider of public defender services must provide for the following services, unless a conflict of interest exists:

Competent Legal Representation in the following areas:

- All criminal matters; and
  - All LPS (Lanterman-Petris-Short) matters; and
  - All contempt matters; and
  - All juvenile delinquency matters.
1. Purpose: The purpose of this agreement is to provide legal services through effective assistance of counsel to indigent persons. Legal services shall be statutorily and constitutionally based.
  2. Professional Conduct:
    - a. The Public Defender shall provide the services of attorneys and staff members in compliance with all of the applicable laws and administrative regulations of the State of California, the United States, Lassen County Code, and the California Rules for Professional Conduct.
    - b. Attorneys and staff employed by the Public Defender shall not solicit or accept any compensation, gifts, gratuities or services from any client.

3. Eligible Population: The population served shall be indigent persons legally entitled to appointed legal services in Lassen Superior Court, as assigned by the Court.
4. Case Assignment: The Public Defender shall accept all case assignments, except for cases in which there is a conflict of interest or other related issue that would prevent the Public Defender from accepting assignment of the case.
5. The Public Defender reserves the right to decline to advise or represent any client on the basis of actual legal, ethical, or professional conflict of interest. The Public Defender shall be responsible for checking for conflicts and identifying if a conflict exists. The Public Defender shall have a written policy which explains how they define conflict cases. This policy must be approved by the County. The Public Defender shall perform a conflict check before any substantial work is done on the case.
6. Duties and Responsibilities of the Public Defender:

In order to perform its responsibilities under the Agreement, the Public Defender shall have the power and duty to:

- a. Accept and competently represent all cases and clients officially assigned or appointed by the Court unless withdrawal from such representation is allowed in accordance with provisions as stated above;
- b. In the event that this Agreement is terminated or not renewed, the Public Defender shall continue to provide services pursuant to this Agreement for three (3) months after the Termination date or until the case is reassigned, whichever occurs first. Public Defender shall not be assigned any new cases, however, Public Defender shall attempt to complete the representation of all clients who have been appointed by the Court during the period in which the Agreement is effect for the compensation received or receivable under the terms of the Agreement, provided that completed representation is not made impossible by a client's failure to appear;
- c. Public defender will be adequately prepared for all cases prior to scheduled court date;
- d. Reporting: Public Defender will provide the County with quarterly reports within twenty (20) working days after the close of each quarter. Acceptable format shall be as follows: Report Title, Due Date, Monthly Court activity reports including attorney case assignments and the number of hearings held monthly (by 20th day of the following month) Year-end reports, additional summaries, other reports or documents as requested by the County with reasonable notice.

These reports must contain:

- Defendant's name
- Case number(s)
- Criminal charges filed
- Disposition of each charge
- Number of court hearings
- Defendant's Jail custody status prior to sentencing
- Bench Trial, Jury Trial, Plea or Dismissal

- Attorney(s) name(s)
  - Date case assigned
  - Hours spent by attorney
- e. Duties and Responsibilities of Public Defender Attorneys: In order to perform their duties under this Agreement, staff attorneys of the Public Defender shall:
- f. Competently counsel and represent in all ensuing criminal proceedings, before appeal, those clients who are officially appointed by the Court.
- g. Such services include, but are not limited to, the following:
- preparation for and representation of the client at the pretrial hearings, trial and at sentencing hearings or any other related proceedings;
  - Appear at all in-custody and arraignment calendars; and
  - Counsel clients with regard to their rights to appellate review and file any necessary notice for appellate review when requested by a client.

#### E. TRANSITION PLAN

Your proposal must provide a rate structure that addresses the transition from current public defender including your plan to handle open cases.

1. Subcontracting with other attorneys to manage the transition and/or the case load is permitted. However, if the County is dissatisfied with the performance of any subcontractor, the County may demand the removal of said attorney as a subcontractor handling public defender cases or other activities under this Agreement. Such a demand by the County will not be made without a reasonable basis.
2. Other Terms and Conditions:
  - a. If the proposal includes by-case compensation, County payment for services will be made only after services have been performed and the case reaches disposition, to include post-sentence reviews (judgment and sentence or dismissal), an itemized billing statement is submitted in the form specified by the County, and the bill is approved by the appropriate County representative and the court, if required.
  - b. Case count is defined by date of appointment of Defense Counsel. A single individual charged with several charges arising from one event would be counted as one even if written on two or more citations.
  - c. A case is counted when the Court screens the defendant for eligibility and appoints the Public Defender, or the Judge directly appoints the Public Defender from the bench.
  - d. The case is not counted if a defendant hires his/her own attorney, or if the defendant fails to appear at any hearing and the Public Defender withdraws as attorney of record, pursuant to local rules.
  - e. The Public Defender shall not seek payment from the County for any case that subsequently requires a conflict attorney.

- f. Cases that require a conflict attorney shall not count towards case load limits.
- g. The Public Defender shall not seek repayment from the County for any invoices which are submitted to the court or the County which are beyond state-imposed reimbursement deadlines for indigent clients, or which are otherwise rejected by the Court and/or the state.

## F. PROPOSAL EVALUATIONS AND SELECTION

The selection of a Public Defender will be based upon the ability of the Responder to best meet the guidelines established by the Bar Association Standards. The County will consider the completeness of the written proposal, the qualifications of the specific individuals proposed for assignment to act as Public Defender, the qualifications of offered subcontractors and/or employees, partners or other individuals retained or being considered for retention, by the Public Defender to fulfill the terms of this Agreement. The Responder's history of successfully fulfilling contracts of this type and experience in similar areas will also be considered. The County will consider current capacity of the Proposer and in evaluating the cost of services will seek value. "Value" means the best qualified attorney(s) at a price typical for the provision of defense services. The lowest bid will likely not be the determining factor in the selection.

## G. PERFORMANCE /OUTCOME MEASURES AND EVALUATION.

Proposals in response to this RFP must delineate services that promote and achieve the purposes and goals of the Public Defender (as specified in Section II Requirements, above).

### III. PROPOSAL SUBMISSION

#### A. GENERAL

1. Proposal Submission - to be considered, all proposals must be submitted in the manner set forth in this RFP. **It is the Responder's responsibility to ensure that its proposal arrives on or before the specified time.**
2. All interested and qualified Responders are invited to submit a proposal for consideration. A Responder may submit more than one proposal. Submission of a proposal indicates that the Responder has read and understands this entire RFP, to include all appendices attachments, exhibits, schedules, and addendum (as applicable) and agrees that all requirements of this RFP have been satisfied.
3. Proposals must be submitted in the format described in this Section. Proposals are to be prepared in such a way as to provide a straightforward, concise description of capabilities to satisfy the requirements of this RFP. Expensive bindings, colored displays, promotional materials, etc., are not necessary or desired. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content.
4. Each Proposal must be signed by a duly authorized officer of the Responder organization.
5. Proposals must be complete in all respects as required in this Section. A Proposal may not be considered if it is conditional or incomplete.
6. Proposals must be received at the designated location, specified in Paragraph C. of Section I, no later than the date and time specified in Paragraph D of Section I, Proposal Submission Deadline. Any proposal received after the exact time specified for receipt will not be considered unless it is received before selection is made and it is determined by the County that the late receipt was due solely to mishandling by the County after receipt at the designated address. The only acceptable evidence to establish whether a proposal is late or meets the exception listed above shall be the date of receipt at the County as

determined by the date stamp of the County on the proposal wrapper or other evidence of receipt maintained by the County.

7. All Proposals and materials submitted become the property of the County and may be returned only at the option of the County and the Responder's expense.

**B. PROPOSAL PRESENTATION**

1 electronic flash drive, 1 unbound and 4 bound copies of the proposal shall be submitted. Additionally, each Proposal must be submitted in a separate sealed envelope, plainly marked "**Response to RFP for Public Defender Services**". Failure to submit the Proposal as requested may result in rejection of the Proposal. No facsimiles or emails will be accepted.

**C. PROPOSAL FORMAT**

Each Proposal must be submitted as a single document and arranged in the following sequence and using the specified attachments:

1. Statement of Experience, see **Attachment A**.
2. For proposals by individuals, a current resume or curriculum vitae for each individual.
3. A description of the proposed Public Defender Services, including but not limited to:
  - a. Detail of each service to be provided;
  - b. The personnel/positions to be used in providing each of the services; including full-time or part-time status, education, training, a current resume or curriculum vitae for each individual, and any special expertise or experience in providing the proposed services. This is in addition to Statement of Experience, **Attachment A**; and
  - c. A description of the Responder's current capacity to meet the reporting and data reporting requirements.
4. An itemized budget and fee schedule including: (1) a fee schedule and budget for December 30, 2024 through June 30, 2025; and 2) a budget narrative, including an explanation of how the amount of each budget line item was determined. Copies of insurance policies, binders, or certificates evidencing the following insurance coverage:
  - a. Comprehensive general liability (including auto and non-owned auto, bodily injury and property damage): \$1,000,000 combined single limit; and
  - b. Professional Liability Insurance: \$2,000,000 combined single limit; and
  - c. Workers' Compensation: Statutory levels.
5. A certification that all statements in the Proposal are true and an acknowledgment that if the Proposal contains any false statements, the County may declare the Contract made as a result of the Proposal to be void.
6. A list of references with the name and telephone number of a contact person at such client for which your firm has provided similar services or provide a reference list of at least two



superior courts where you provided similar services.

#### IV. **PROPOSAL EVALUATION AND SELECTION**

##### A. TIMETABLE

Release of the RFP: October 4, 2024

Notice of Intent deadline: November 22, 2024 (No later than 5:00 p.m. PST)

Proposal questions deadline: November 29, 2024 (No later than 5:00 p.m. PST)

Proposal submission deadline: December 13, 2024 (No later than 5:00 p.m. PST)

Interviews Completed: January 7, 2025

Notification of Selection: January 14, 2025

Tentative start date for contract: February 2, 2025

##### B. PROPOSAL QUESTIONS

Questions regarding the RFP are to be received in writing no later than November 29, 2024, at 5:00 p.m. PST. Questions will be accepted by electronic means such as e-mail. The County reserves the right to decline a response to any question. The County will email responses to questions to all proposal participants no later than December 5, 2024 at 5:00 p.m. PST. Questions shall be sent emailed to [amanda@prenticelongpc.com](mailto:amanda@prenticelongpc.com).

[It is the responsibility of the Responder to ensure their questions are received.](#)

##### C. EVALUATION PROCESS

1. Proposal review committee, consisting of staff members from the County of Lassen, County Counsel's Office, Lassen County Administration and Lassen County Human Resources, will evaluate proposals to determine responder's responsibility and responsiveness. The committee will be responsible for making a recommendation for contract.
2. If only one Responder submits a proposal, the County may, at its sole discretion, enter into negotiations with that Responder to provide the services or it may reject that proposal. Should more than one Responder submit a proposal, the following evaluation process will be used to select the Contractor.

##### D. EVALUATION CRITERIA

1. Initial Review - All proposals will be initially evaluated to determine if they meet the following minimum requirements:
  - a. The proposal must be complete, in the required format, and be in compliance with all of the requirements of this RFP.
  - b. Proposals must meet the requirements as stated in the Minimum Proposal Requirements as outlined in Section II.
  - c. Failure to meet these requirements may result in a rejected proposal.

2. Evaluation - While cost is a consideration in the evaluation process, selection will be based on the determination of which Proposal best meets the needs of the County and the requirements of this RFP. The factors to be considered in the evaluation of the Proposal are as follows:

Proposals will be evaluated on a Pass/Fail system. Each Respondent will be assessed as to completeness, understanding of RFP and if ALL criteria in the RFP are met. If a proposal fails to adequately address the proposed scope of work, lacks sufficient detail to assess completeness or does not contain all required elements, the proposal will receive a failing score and be automatically rejected. The following will be evaluated in this section:

- a. Experience, ethics, and competency providing similar services
- b. Responsiveness to RFP
- c. Available Resources of Responder to provide consistent competent services
- d. Potential conflicts of interest precluding provision of services
- e. Willingness and capability of Responder to prioritize provision of services to County
- f. Exceptions to RFP
- g. Cost

#### E. CONTRACT AWARD

1. The Contract, if awarded, will be awarded to the Responder submitting the proposal deemed by the County, in its sole discretion, to be the most competent, experienced, and fiscally responsible in providing such services, and whose proposal is determined to be the most cost effective and advantageous to the COUNTY. **PLEASE NOTE: The selection of a Public Defender will be based on qualification, competence, and value, not the lowest proposed fee structure.**
2. The selected Responder will be asked to enter into the Contract negotiation stage.
3. If an agreement to enter into a Contract cannot be reached with the selected Responder, then the negotiations with that Responder will be terminated. At the sole discretion of the County, negotiations may then be opened with another Responder and the process repeated, or the County may elect to reject all submitted proposals and terminate this RFP process. Once negotiations with a particular Responder are terminated, the County will not reopen negotiations with that Responder.
4. A Notice of Award, subject to final approval by the Lassen County Board of Supervisors, will be mailed to all Responders at the address specified in **Attachment A**, Statement of Experience, advising if they were selected to enter into Contract negotiations with the County, and shall be deemed received three business days after mailing.
5. The term of the contract will be negotiated. The contract shall be subject to the COUNTY review and approval process, and shall not be deemed effective until acted upon by the Lassen County Board of Supervisors.

F. USE AND DISCLOSURE OF PROPOSALS

1. The County reserves the right to retain all Proposals that are submitted and to use any ideas in a Proposal regardless of whether a Proposal results in a Contract.
2. This RFP process shall extend until the date stated on the County's written Notice of Award or the date stated on the County's written notice of cancellation of this RFP process that will be issued to all Responders.
3. Unless the Responder provides all information required by this RFP process, the Proposal may, at the sole discretion of the County, be rejected and given no consideration. Any Responder attempting to influence this RFP process by interfering or colluding with other Responders or with any County employee may be disqualified.
4. Any Responder submitting a Proposal understands and agrees that submission of his/her/its Proposal shall constitute acknowledgment and acceptance of, and intent to comply with, all the terms and conditions contained in this RFP. The determination of the compliance with the terms and conditions of this RFP shall be in the County's sole judgment and its judgment shall be final and conclusive.

V. **PROCUREMENT CONDITIONS**

A. CONTINGENCIES

1. Initiation of this RFP process does not commit the County to finalize a Contract or to pay any costs associated with the preparation of any proposal, nor to enter into a Contract with the Responder submitting the least costly proposal.
2. The County reserves the right, in its sole discretion to:
  - a. Accept or reject any or all proposals, or any part thereof;
  - b. Reject any proposal for failure to submit the proposal in conformity with the requirements, or the terms and conditions, of this RFP;
  - c. Waive informalities and irregularities in a proposal, or to waive any deviations from the requirements or specifications of this RFP that are included in any Proposal, if deemed to be in the best interest of the County;
  - d. Negotiate with qualified Responders; or
  - e. Cancel in part or in its entirety this RFP process.

B. MODIFICATIONS

In the event this RFP process is amended, cancelled, or terminated prior to entering into contract with the selected Responder, County's written notice of amendment, cancellation, or termination of this RFP process will be sent by email or USPS regular mail to Responders who had submitted a timely Notice of Intent to the County Contact and posted on [Lassencounty.org](http://Lassencounty.org).

### C. MINIMUM RESPONDER REQUIREMENTS

Proposers must:

1. Have no record of unsatisfactory contract performance. Contractors who are or have been seriously deficient in current or recent contract performance, in the absence of circumstances properly beyond the control of the Contractor, shall be presumed to be unable to meet this requirement;
2. Have the ability to maintain adequate files and records and meet statistical and progress reporting requirements;
3. Have the administrative and fiscal capability to provide and manage the proposed services and to ensure an adequate audit trail; and
4. Meet other presentation and participation requirements listed in this RFP.

### D. INACCURACIES OR MISREPRESENTATIONS

If in the course of the RFP process or in the administration of a resulting contract, the County determines that the Proposer has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the County, the Proposer may be terminated from the RFP process or in the event a contract has been awarded, the contract may be terminated.

### E. INCURRED COSTS

The County shall not be liable for any costs of audits or obtaining required Proposal documents, work performed in the preparation and production of a Proposal, or for any work performed prior to the effective date of a Contract. By submitting a Proposal, the Responder agrees not to make any claims for, or have any right to, damages because of any misunderstanding or misrepresentation of the terms and conditions of this RFP, or because of any misinformation, or lack of information.

### F. PROPOSAL CONFIDENTIALITY

1. All Proposals will become the sole property of the County. At such time as a Responder agrees to enter into a Contract with the County, or the County decides to terminate this RFP process without entering into a Contract, all Proposals and related documents become a matter of public record, with the exception of those parts of a Proposal which are trade secrets, as that term is defined by statute.
2. If any part of a Proposal contains any trade secrets that the Responder does not want disclosed to the public, the Responder shall mark that part of the Proposal as a "trade secret." The County, however, shall not in any way be liable or responsible for the disclosure of any Proposal or any part thereof if disclosure is required under the Public Records Act (Government Code, Section 6250 et seq.) or pursuant to law or legal process.
3. In addition, by submitting a Proposal, a Responder agrees to save, defend, keep, bear harmless, and fully indemnify the County, its elected officials, officers, employees, agents,

and volunteers from all damages, claims for damages, costs, or expenses, whether in law or in equity, that may at any time arise or be set up for not disclosing a trade secret pursuant to the Public Records Act.

## **VI. CONTRACT INFORMATION**

### **A. CONTRACT DEVELOPMENT**

If the County chooses to fund and proceed with the provision and operation of a program to provide public defender services, which will include, but not be limited to, representation of indigent individuals in criminal matters as set forth in this RFP, County may require the selected Responder to participate in negotiations, and/or submit revisions to the budget, technical information, and/or other items from their Proposal(s) as may result from these negotiations.

### **B. STANDARD CONTRACT LANGUAGE**

A sample of the standard County contract to be used for these services shall be provided upon request. The final contract will include additional terms and conditions as agreed upon by the parties. The Contract may include the following components:

1. Provisions relating to insurance and indemnification, reporting, and record keeping.
2. A provision that the Contractor may be required to obtain and maintain continuously a policy of Errors and Omissions coverage with limits of liability of not less than \$2 million (Two Million Dollars).
3. A provision that the Contractor will indemnify the County of Lassen and maintain insurance with certain specified coverage limits and naming the County, its elected officials, its officers, agents, employees, and volunteers as additional insureds.
4. A reporting provision requiring written quarterly reports regarding the services provided. Reports will contain a summary of activities and services, identification of accomplishments, identification of potential problem areas, discussion of important or questionable statistics and suggestions for improving the efficiency or effectiveness of the program.
5. A negotiated, detailed budget and budget narrative. The budget will indicate direct and indirect costs and profit, if applicable.
6. A provision that the Contractor shall ensure, and provide written verification thereof to County, that all staff and volunteers working or providing services under this agreement receive appropriate clearance following a federal and state criminal records check and a California Department of Motor Vehicles record check. A provision that the Contractor not discriminate in employment practices or in the delivery of services on the basis of race, color, creed, national origin, religion, sex, age, marital status, sexual orientation, medical condition (including cancer, HIV and AIDS) physical or mental disability or use of family care leave.
7. A provision that the Contractor not subcontract any services without the prior written consent of the County.

## **VII. CONTRACT INDEMNIFICATION AND INSURANCE REQUIREMENTS**

The Contract will include indemnification and insurance provisions similar to the following:

### **A. INDEMNIFICATION**

COUNTY shall not be liable for, and contractor shall defend, indemnify and hold the COUNTY and its officers, agents, employees, and volunteers (collectively "County Parties") harmless, from any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorney's fees and court costs (hereinafter collectively referred to as "Claims"), which arise out of or are in any way connected to the work covered by this Agreement arising either directly or indirectly from any act, error, omission or negligence of contractor or its officers, employees, agents, contractors, licensees or servants, including, without limitation, Claims caused by the concurrent negligent act, error or omission, whether active or passive of County Parties. CONTRACTOR shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County Parties.

CONTRACTOR shall defend, indemnify and hold the County harmless from any and all invoices, charges or bills for services provided under this Agreement which are rejected by the Court and/or state as untimely, and from any and all claims, invoices, or charges submitted by an attorney appointed by the Court, but not under this Agreement, due to any perceived or actual incompetence or negligence in the provision of legal services by individuals providing services under this Agreement as determined by the appointing judge or which can be deduced by the appointment of counsel outside of this Agreement.

CONTRACTOR shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County Parties.

County shall not be liable for, and CONTRACTOR shall defend and indemnify COUNTY and its officers, agents, employees and volunteers (collectively 'County Parties'), against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys' fees and court costs (hereinafter collectively referred to as ('Claims')), which arise out of or are in any way connected to the work covered by this Agreement arising either directly or indirectly from any act, error, omission or negligence of CONTRACTOR or its officers, employees, agents, contractors, licensees or servants, including, without limitation, claims caused by the concurrent negligent act, error or omission, of County Parties. However, CONTRACTOR shall have no obligation to defend or indemnify County Parties against claims caused by the active negligence, sole negligence or willful misconduct of County Parties.

### **B. INSURANCE**

1. Without limiting Contractor's duty of indemnification, Contractor and any subcontractor shall obtain, from an insurance carrier authorized to transact business in the State of California, and maintain continuously during the term of this agreement Commercial General Liability Insurance, including coverage for owned and non-owned automobiles, and other insurance necessary to protect the County and the public with limits of liability of not less than \$1 million combined single limit bodily injury and property

damage; such insurance shall be primary as to any other insurance maintained by County.

2. Contractor and any subcontractor shall obtain and maintain continuously required Workers' Compensation and Employer's Liability Insurance to cover Contractor, subcontractor, Contractor's partner(s), subcontractor's partner(s), Contractor's employees, and subcontractor'(s)' employees with an insurance carrier authorized to transact business in the State of California covering the full liability for compensation for injury to those employed by Contractor or subcontractor. Each such policy shall be endorsed to state that the Workers' Compensation carrier waives its right of subrogation against the County, its elected officials, officers, employees, agents, and volunteers which might arise in connection with this agreement. Contractor hereby certifies that Contractor is aware of the provisions of section 3700 of the Labor Code, which requires every employer to insure against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and Contractor shall comply with such provisions before commencing the performance of the work or the provision of services pursuant to this agreement.
3. Contractor shall obtain and maintain continuously a policy of Errors and Omissions coverage with limits of liability of not less than \$2 million.
4. Contractor shall require subcontractors to furnish satisfactory proof to County that liability and workers' compensation and other required types of insurance have been obtained and are maintained similar to that required of Contractor pursuant to this agreement.
5. With regard to all insurance coverage required by this agreement:
  - a. Any deductible or self-insured retention exceeding \$25,000 for Contractor or subcontractor shall be disclosed to and be subject to approval by the County Risk Manager prior to the effective date of this agreement.
  - b. If any insurance coverage required hereunder is provided on a "claims made" rather than "occurrence" form, Contractor or subcontractor shall maintain such insurance coverage with an effective date earlier or equal to the effective date of this agreement and continue coverage for a period of three years after the expiration of this agreement and any extensions thereof. In lieu of maintaining post-agreement expiration coverage as specified above, Contractor or subcontractor may satisfy this provision by purchasing tail coverage for the claims-made policy. Such tail coverage shall, at a minimum, provide the insurance coverage required hereunder for claims received and reported three years after the expiration date of this agreement.
  - c. All insurance (except workers' compensation and professional liability) shall include an endorsement or an amendment to the policy of insurance which names Lassen County, *its elected officials, officers, employees, agents, and volunteers as additional insureds* and provides that coverage *shall not be reduced or canceled without 30 days written prior notice certain to the County*. Any available insurance proceeds in excess of the specified minimum limits and coverage pursuant to the terms of this agreement shall be applicable to the Additional Insured.
  - d. Each insurance policy (except for workers' compensation and professional liability policies), or an endorsement thereto, shall contain a "separation of insureds" clause which shall read:



“Separation of Insureds”.

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

1. As if each Named Insured were the only Named Insured; and
  2. Separately to each suit insured against whom a claim is made or suit is brought.”
- e. Contractor shall provide the County with an endorsement or amendment to Contractor’s policy of insurance as evidence of insurance protection before the effective date of this agreement.
- f. The insurance coverage required herein shall be in effect at all times during the term of this agreement. In the event any insurance coverage expires at any time during the term of this agreement, Contractor shall provide, at least 20 days prior to said expiration date, a new endorsement or policy amendment evidencing insurance coverage as provided for herein for not less than the remainder of the term of this agreement or for a period of not less than one year. In the event Contractor fails to keep in effect at all times insurance coverage as herein provided and a renewal endorsement or policy amendment is not provided within 10 days of the expiration of the endorsement or policy amendment in effect at inception of this agreement, County may, in addition to any other remedies it may have, terminate this agreement upon the occurrence of such event.
- g. If the endorsement or amendment does not reflect the limits of liability provided by the policy of insurance, Contractor shall provide County a certificate of insurance reflecting those limits.
- h. Any Contractor’s Excess Insurance shall contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the County.

# STATEMENT OF EXPERIENCE

**SECTION A**

Business Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Physical Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_

Mailing Address (if different from above): \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_

**Legal Entity:**

Corporation (Is the Corporation considered a nonprofit organization?  Yes  No)

General Partnership  Limited Partnership  Sole Proprietorship  Other: \_\_\_\_\_

Name(s) and title(s) of officer(s) or owner authorized to sign this Proposal and any contract with the County that may result.

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

**SECTION B**

Number of years in business under present business name: \_\_\_\_\_

Prior Business Name(s): \_\_\_\_\_

Number of years under prior name: \_\_\_\_\_

**SECTION C**

Number of year's experience providing required, equivalent, or related services: \_\_\_\_\_

**SECTION D**

Contracts completed during the last five years

Year	Services	\$ Amount	Location	Contracting Agency
1.	_____	_____	_____	_____
2.	_____	_____	_____	_____
3.	_____	_____	_____	_____

**SECTION E**

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Have you, or your business failed or refused to complete a contract?  Yes  No

If yes, explain: \_\_\_\_\_

\_\_\_\_\_  
(Add additional pages if needed)

**SECTION F**

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Do you or your business hold a controlling interest in any other organization, or is this business owned or controlled by another organization, individual or business?  Yes  No

If yes, explain: \_\_\_\_\_

\_\_\_\_\_  
(Add additional pages if needed. Section F does not apply to government agencies.)

**SECTION G**

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Do you, or does your business, hold or have a financial interest in any other business?  Yes  No

If yes, explain (unless you are the individual personally performing contracted services or a governmental agency):

\_\_\_\_\_

\_\_\_\_\_  
(Add additional pages if needed)

**SECTION H**

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Names, titles and contact information of persons with whom you or your business has been associated in business as partners or business associates in the last five years. (Governmental agencies are exempt)

\_\_\_\_\_

\_\_\_\_\_  
(Add additional pages if needed)

**SECTION I**

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Explain any litigation involving you, your business, or any officer(s) thereof. If none, so state:

\_\_\_\_\_

\_\_\_\_\_  
(Add additional pages if needed)

**SECTION J**

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Provide a description of experience in the services to be provided, or the experience of principal individuals who will be performing services:

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(Add additional pages if needed)

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**SECTION K**

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Please attach a copy of the most current financial statement.

Do you or your business agree, at the request of the County, to provide letters of credit, and guarantor letters from related entities?       Yes     No

**SECTION L**

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Please provide a list of commitments, and potential commitments, including tax obligations, which may impact assets, lines of credit, guarantors letters, or otherwise affect your or your business's ability to perform.

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(Add additional pages if needed)

**SECTION M**

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If the nature of the services your business provides requires business or professional licenses, are such licenses held by you and/or your business and its staff?       Yes     No

Please list each required business or professional license:

License Number	Type	Expiration Date
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(Add additional pages if needed)

**SECTION N**

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Do you and your business agree to provide additional information, including references, as required by the County to make an informed determination of qualifications?       Yes     No

**SECTION O**

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Do you and your business agree to permit the County, State and Federal governments to audit financial and other records pertinent to the services to be provided?       Yes     No

**SECTION P**

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By signing this Statement of Experience, I am certifying that:

- 1, I understand and agree (upon submission of a Proposal) to abide by the terms and conditions of this RFP and represent that I have the authority to bind the Entity/Individual specified herein to the terms and conditions of this RFP: and
2. All information provided on or attached to this form and contained within this Proposal are true, and I acknowledge that if the Proposal contains any false statements, the County may declare any Contract made as a result of the Proposal to be void.

Name (please print): \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_

