



# **REQUEST FOR PROPOSALS TO PROVIDE SERVICES TO THE JUVENILE REALIGNMENT POPULATION**

**Lassen County Probation Department**  
2950 Riverside Drive, Suite 101  
Susanville, CA 96130

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## **Timeline**

- Release of the RFP: May 27, 2021
- Notice of Intent deadline: June 7, 2021 (No later than 5:00 p.m. PST)
- Proposal questions deadline: June 11, 2021 (No later than 5:00 p.m. PST)
- Proposal submission deadline: June 25, 2021 (No later than 5:00 p.m. PST)
- Tentative start date for contract: July 12, 2021

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

## **I. INTRODUCTION**

The Lassen County Probation Department (“LCPD”), invites responses to a Request for Proposal (“RFP”) to provide wellness services to youth and families involved in the Juvenile Justice Systems, to reduce incarceration rates of the realigned Division of Juvenile Justice (“DJJ”) eligible minor’s according to Senate Bill 823. These youth have been charged or adjudicated for a serious or violent felony and are in need of services and programs to reduce co-dependency, address criminogenic needs, provide emotional support, anger management strategies, restore family structure, and reduce placements and recidivism.

### **A. DEFINITIONS**

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

1. **Contract** is the written agreement between LCPD and Responder selected to provide services.
2. **Contractor** means the successful Responder selected to provide wellness services and programs to assist youth and families involved in the juvenile justice system. Specifically, the realigned DJJ eligible population.
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 and operate wellness services.
5. **Responder** means any person or organization who submits a Proposal in response to this RFP.
6. **DJJ** means the Division of Juvenile Justice
7. **WIC** Welfare and Institutions Code
8. **707(b) WIC** is a list of serious and violent felonies which encompasses the eligible crimes for entry to the Division of Juvenile Justice.

### **B. FUNDING**

The County anticipates funding of approximately \$150,000.00 per County Fiscal Year (July 1 – June 30) for the provision of realigned juvenile offenders in accordance with the provisions in Senate Bill 823. The initial funding period will be from July 1, 2021 through June 30, 2022. Should funding continue to be available, the provision of the Juvenile Realignment Program, at the discretion of the County, may be extended for up to four additional one-year periods.

### **C. NOTICE OF INTENT**

Those intending to submit a Proposal must notify by email the County Contact, listed in paragraph D of this Section, by **June 7, 2021, at 5:00 p.m.** 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.

D. CORRESPONDENCE

All correspondence, including Proposals, shall be submitted by US Mail, or delivered to:

Lassen County Probation Department  
ATTN: Sara Gould, Deputy Chief  
2950 Riverside Drive, Suite 101  
Susanville, California 96130  
Phone: (530) 251-8412  
Sgould@co.lassen.ca.us

Responders may contact only the individual 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.

E. PROPOSAL SUBMISSION DEADLINE

**All Proposals must be received, at the address listed in Paragraph D. of this Section I, no later than 5:00 p.m. on June 25, 2021. 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. **PROGRAM REQUIREMENTS**

A. BACKGROUND

The passing of Senate Bill 823 closes DJJ by June 30, 2023, and stops intake on June 30, 2021. The closure of DJJ will create the need to provide intensive services designed to reduce criminally sophisticated behavior to youth who commit serious or violent felonies in 707(b) of the Welfare and Institution Code ("WIC").

Youth charged with these types of crimes move further into the juvenile justice system by recidivating at a higher frequency. The Youth Wellness Program will provide evidence-based services to juveniles who would be eligible for DJJ prior to its closure to reduce recidivism and upon re-entry from secure detention.

B. PURPOSE

Through this RFP, Lassen County Probation Department is seeking a local organization, non-profit agency, or any qualified party interested in providing youth wellness services to youth and their families, which will include, but not be limited to, assessments, emotion management, anger management, parenting solutions, codependency, peer and family mentoring, whole family health and restoration. A youth wellness program should be designed to prevent youth who commit 707(b) WIC offenses from going further into the juvenile justice system, provide intensive re-entry services, and reduce incarceration.

C. POPULATIONS TO BE SERVED

Youth wellness and re-entry services will be provided to youth who have been charged or

adjudicated with a 707(b) WIC offense or otherwise eligible for commitment to DJJ.

D. SCOPE OF WORK.

The proposed Youth Wellness Program must provide for the following services:

- a. Anger Management skills to address stressful situations, appropriate communication, problem solving, identifying triggers and how to change and manage anger or aggression;
  - b. Emotion Management including: recognizing emotional situations, how to manage feelings, dealing with difficult situations and people, improve pro-social skills and positive self-care;
  - c. Family Wellness skills such as positive parenting solutions, improving family interactions, making difficult decisions, managing individual roles within family, restoring family structure, and improving family communication;
  - d. Relationship management to address healthy conflict, setting clear expectations, recognizing emotions and needs of others and how to address them, building trust, recognizing and building positive relationships, building healthy friendships, and avoiding negative influences.
  - e. Codependency skills to address unhealthy relationship patterns, recognizing warning signs, setting healthy boundaries, providing emotional support, and functioning independently;
  - f. Referral to available resources and ancillary services or programs.
2. In addition, the proposed Youth Wellness Program must provide for the following ancillary services:
- a. Establishment of regular communication and coordination with each youth's assigned Probation Officer;
  - b. Communicate with other providers including, but not limited to, Wraparound, Mental Health Services, Alcohol and Drug Services, Public Health, County's Probation Department, the Lassen County Office of Education and other local agencies.
  - c. Development of strategies for outreach and aftercare services for youth if their placement changes;
  - d. Data collection and tracking of participation, placement reductions, decrease in violations of probation, incarceration reduction, reducing recidivism and any other proposed outcome measures.

E. PERFORMANCE /OUTCOME MEASURES AND EVALUATION.

1. Proposals in response to this RFP must delineate services that promote and achieve the purposes and goals of the Youth Wellness Program (as specified in Section I).
2. The proposed program should be designed in a way that encourages both youth and caretaker/mentor/natural support participation. Measuring increased positive interactions within the core family or support system, reducing violations of probation, decreasing incarceration rates and length of time will be important. Responders should develop and submit an Evidence Based program and process for delivering and documenting required services. Curriculum must be reviewed and approved by LCPD prior to service delivery.

#### F. REPORTING REQUIREMENTS.

1. The Contractor will be required to:
  - a. Collect and track participant data in order to complete all required reports, submit annual reports to County for review.
  - b. Provide to County documentation supporting the data in the Annual Reports, if requested.
2. In addition, the Contractor will be required to provide written quarterly reports to the County regarding the services provided pursuant the Contract. The quarterly reports will be due within fifteen (15) days of the end of each quarter (September 2021, December 2021, March 2022, and June 2022) for the preceding 3-month period. The quarterly reports must include the following:
  - a. A written narrative summarizing Contract-related activities of the previous quarter, including, but not limited to: (1) a summary of activities; (2) identification of accomplishments; (3) identification of potential problem areas (including suggestions for mitigating the potential problem areas); (4) a discussion of important or questionable statistics; (5) a summary of services targeted to criminogenic need from the Ohio Youth Assessment System and LCPD case plan (6) an assessment of success in meeting Contract requirements; and (7) suggestions for improving the efficiency or effectiveness of the program;
  - b. A quarterly individual progress report for each youth provided services pursuant to the Contract.
  - c. A Budget Summary which shall include beginning and ending balances, monthly expenditures, and identification of potential budgetary problem areas including under- or over-spending of specified Contract amounts.

### 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 D. of Section I, no later than the date and time specified in Paragraph E 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 LCPD that the late receipt was due solely to mishandling by the LCPD 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 LCPD as determined by the date stamp of the LCPD on the proposal wrapper or other evidence of receipt maintained by the LCPD.
7. All Proposals and materials submitted become the property of the LCPD and may be returned only at the option of the LCPD and the Responder's expense.

## B. PROPOSAL PRESENTATION

One (1) electronic flash drive, one (1) unbound and four (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 a Youth Wellness 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 youth wellness program, 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. Program outcomes/results to be achieved, and indicators for each of the stated outcomes/results. At a minimum, the proposal should include outcomes/results and indicators for: (1) program participation (2) placement reductions (3) decrease in violations of probation (4) incarceration reduction (5) recidivism reduction (6) any other outcomes outlined in Section II, paragraph E.
4. A schedule/timeline for the implementation of each element of the services to be provided as identified in the Proposal.
5. An outline of any research conducted in drafting the proposal.
6. A description of the methods to be used to evaluate youth wellness proposed program.
7. A description of the Responder's current involvement and collaborative efforts to provide services within the community.
8. A description of the Responder's current capacity to meet the reporting and data reporting requirements.

9. An itemized budget including: (1) a budget for July 1, 2021 through June 30, 2022; 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. Errors and Omissions Coverage of at least \$1,000,000 per occurrence limits; and
  - c. Workers' Compensation: Statutory levels.
10. 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.

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

##### **A. TIMETABLE**

Issuance of invitation for proposal	-	<u>May 27, 2021</u>
Deadline for Notice of Intent submission	-	<u>June 07, 2021</u>
Deadline for Question Submission		<u>June 11, 2021</u>
Deadline for Proposal submission	-	<u>June 25, 2021</u>
Completion of review of Proposals by County	-	<u>July 05, 2021</u>
Notice to Proposal Responders of recommended selection	-	<u>July 12, 2021</u>

##### **B. Proposal Questions**

Questions regarding the RFP are to be received in writing no later than June 11, 2021, at 5:00 p.m. PST. Questions will be accepted by electronic means such as e-mail. The County reserves the right to decline to respond to any question. The County will email responses to questions to all proposal participants no later than June 17, 2021. Questions shall be sent emailed to [sgould@co.lassen.ca.us](mailto:sgould@co.lassen.ca.us).

It is the responsibility of the Responder to ensure their questions are received.

##### **C. EVALUATION PROCESS**

1. A Proposal review committee, consisting of staff members from the Lassen County Probation Department, Lassen County Office of Education, Wraparound and Foster Youth Services 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 LCPD 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 Responder 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:

1. Experience providing similar services
2. Responsiveness to RFP
3. Program overview
4. Program detail
5. Exceptions to RFP
6. 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 experienced, qualified, and fiscally responsible and whose proposal is determined to be the most cost effective and advantageous to the LCPD. The selected Responder will be asked to enter into the Contract negotiation stage.
2. 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 LCPD, negotiations may then be opened with another Responder and the process repeated, or the LCPD may elect to reject all submitted proposals and terminate this RFP process. Once negotiations with a particular Responder are terminated, the LCPD will not reopen negotiations with that Responder.
3. 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 LCPD, and shall be deemed received three business days after mailing.
4. The contract, if awarded, will be entered into with the selected Responder effective July 1, 2021, and shall terminate on June 30, 2021, unless the County opts to extend the contract for up to four additional one-year periods. The contract shall be subject to the LCPD 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 LCPD 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 LCPD 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 noticed through the Modoc County Record.

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 Responder has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the County, the Responder 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 a lack of information.

F. PROPOSAL CONFIDENTIALITY

1. All Proposals will become the sole property of the LCPD. At such time as a Responder agrees to enter into a Contract with the LCPD, or the LCPD 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 LCPD, 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 LCPD, 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 youth wellness services to youth and their families, which will include, but not be limited to, assessments, emotion management, anger management, parenting solutions, codependency, peer and family mentoring and whole family health and restoration, it will invite the selected Responder to enter into a Contract with the County. NOTE: As part of the contracting process, 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 \$1 million.
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:

### **Indemnification**

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 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.

## Insurance

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.

- A. 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.
- B. Contractor shall obtain and maintain continuously a policy of Errors and Omissions coverage with limits of liability of not less than \$1 million.
- C. 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.
- D. With regard to all insurance coverage required by this agreement:
  - (1) 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.
  - (2) 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.
  - (3) 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. All coverage available to the contractor as the Named Insured, shall also be available and applicable to the County, including defense costs and damages; and

- (4) 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:
  - a. As if each Named Insured were the only Named Insured; and
  - b. Separately to each suit insured against whom a claim is made or suit is brought."
- (5) 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.
- (6) 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.
- (7) 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.
- (8) 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 years 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.	_____	_____	_____	_____	_____

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**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)

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**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.)

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**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)

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**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)

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**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)

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**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

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**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)

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**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)

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**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

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**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: \_\_\_\_\_