

REQUEST FOR PROPOSALS (RFP)

HOMELESS CRISIS HOUSING, STREET OUTREACH, CASE MANAGEMENT SERVICES, AND RELATED PROGRAMS



**CITY OF EL MONTE
11333 VALLEY BLVD.
EL MONTE, CA 91731**

KEY RFP DATES:

[Timeline dates below are subject to change at City's discretion]

Issuance of RFP by City	Tuesday, February 15, 2022
Deadline Questions/Clarification Requests	Tuesday, February 22, 2022 (4:30pm)
Deadline for Submitting Complete Proposals	Tuesday, March 08, 2022 (2:00 pm)
Anticipated Announcement of Responsive Proposers List	Monday, March 28, 2022
Anticipated Presentation to City Council for Final Approval	Tuesday, April 05, 2022
Anticipated Contract Start Date	Wednesday, April 06, 2022

HOMELESS CRISIS HOUSING, STREET OUTREACH, CASE MANAGEMENT SERVICES, AND RELATED PROGRAMS

A. INTRODUCTION

The City of El Monte (“City”) is soliciting proposals from qualified providers with demonstrated experience in providing homeless crisis housing, street outreach, and case management services and related programs. This Request for Proposals (RFP) is available to all eligible applicants seeking to operate within the City of El Monte’s jurisdiction, which is under the Los Angeles Continuum of Care (CoC) West Service Planning Area 3. A Proposer awarded a contract under this RFP will be required to participate in the Continuum of Care (CoC) Coordinated Entry System and in a Homeless Management Information System (HMIS) or an approved comparable database to track and measure outcomes.

Local prioritization is based on the City’s goals and objectives to reduce and prevent homelessness. The City has endeavored to understand and meet the needs of El Monte’s homeless individuals through a process that consolidates the efforts of various community stakeholders including non-profits, mental health entities, faith-based institutions, law enforcement, local businesses, education, and volunteers to provide a system of support and specialized services to effectively meet the needs of the City and the (CoC) within the planning area.

B. BACKGROUND

On a biennial basis, the City of El Monte, in partnership with the Los Angeles County Continuum of Care (CoC) conducts a Point in Time (PIT) Count, in conjunction with the Los Angeles Homeless Services Authority (LASHA), of persons experiencing homelessness, including both sheltered (5.8%) and unsheltered (94.2%) homeless persons. The 2018/2019 PIT Count was conducted in January 2019 and provided a snapshot of homelessness in the City on a single night. The results revealed that there are approximately 488 homeless persons in the City of El Monte.

The City is open and willing to look at proposals that reimagine the City’s approach to preventing and responding to homelessness. The City seeks emphasis on crisis housing placement and innovative supportive services to help homeless individuals get the assistance they need to successfully transition them away from homelessness. In addition, the City seeks a high level of outreach to build relationships and engagement within the El Monte homeless community to better understand long-term needs.

The El Monte Police Department currently operates a Homeless Outreach and Mental Evaluation (TOUCH) team that is the City’s initial point of contact with homeless persons living in the City. The TOUCH Team is composed of El Monte Police Officers, County Psychiatric Social Workers from the Department of Los Angeles County Mental Health, and members of LAHSA (Los Angeles Homeless Services Authority). In addition, the City is seeking to coordinate with the San Gabriel Valley Council of Governments (SGVCOG) Housing Navigator to assist homeless individuals in El Monte. Respondents to this RFP will be required to coordinate closely with both the TOUCH Team and

SGVCOG on addressing the issue of homelessness in El Monte.

The El Monte Police Department’s Community Care Response Team is intended to be an alternative to the traditional law enforcement response, as it pertains to homelessness within our community.

C. ELIGIBLE APPLICANTS

To be eligible, applicants must meet the following conditions:

- a. Applicant must be a private non-profit organization with experience related to housing and homeless services;
- b. Applicant must have provided same or similar services for at least the last 24 months preceding the deadline for the submission of proposals;
- c. Applicant, its officers, and employees are not currently debarred or suspended from doing business with the Federal Government, State of California, or a local government;
- d. Applicant does not have unresolved current or past contract non-compliance, non-performance, suspension, termination, or other adverse audit finding with one or more funders in the past five (5) years preceding the deadline for the submission of proposals;
- e. Provide the following skilled professionals to address the needs of our community: Outreach workers, Mental Health Clinicians, Nurse Practitioners, and a plain clothes safety officer;
- f. Service expectations: Five days per week, 10-hour shifts, between the hours of 10:00 am and 8:00 pm; and
- g. Provide and develop a “Live” hotline during shifts and a message center for “After-Hours” community needs.

D. TERM OF CONTRACT

The term of the agreement is anticipated to be two (2) years with the option to renew for up to two (2) subsequent program years, contingent upon satisfactory performance, availability of funds, demonstrated need, and project outcomes.

E. SCOPE OF WORK

Services supported by the City of El Monte funds must be of primary benefit to homeless persons or who are experiencing at-risk of homelessness and who are living in the City of El Monte and should be focused on providing direct services to program participants. Services under these contracts must be delivered within the City limits of El Monte. Services should serve homeless individuals or targeted populations at risk of becoming homeless in El Monte. The City is requesting services in the following specified areas:

- a. Homeless street outreach programming/efforts;
- b. Substance abuse programs and services directed at homeless individuals;
- c. Medical and/or mental health services directed at homeless individuals;
- d. Crisis housing and rapid re-housing assistance;

- e. Homeless prevention services and programs including those serving survivors of domestic violence;
- f. Coordinated Entry System services or Continuum of Care programming/efforts;
- g. Case management services for homeless individuals;
- h. Services to the vehicular homeless; and
- i. Other miscellaneous services to homeless individuals or related to the prevention of homelessness.

Proposers should be prepared to meet with City Staff, TOUCH Team and other identified stakeholders to address the issue of homelessness in the City of El Monte.

F. FUNDING AMOUNTS

The total amount of funding estimated to be available for this Project is contingent upon the amount approved by the City Council. The initial contract term is for two-years. The City reserves the right to renew contracts awarded through this RFP for up to two (2) subsequent program years, contingent upon satisfactory performance, availability of funds, demonstrated need, and project outcomes.

G. SCHEDULE OF EVENTS*

Release of RFP	February 15, 2022
Submission of Questions Due	February 22, 2022
Written Responses to Questions Issued	March 02, 2022
Final Proposals Due	March 08, 2022
Review and Interview Qualified Proposers	March 14-17, 2022
Contract Agreement Negotiations	TBD
City Council Approval of Agreement	April 05, 2022

*These dates may be changed at the discretion of the City of El Monte. Changes to the due date for questions or due date for proposal submittal will be made by written addendum.

H. QUESTIONS AND RESPONSES

In order to promote transparency and ensure that all potential operators receive the same information, the City will be conducting one formal question and answer session for this RFP.

All questions must be submitted in writing via email to Acting Captain Shane Buckhannon, Administrative Services Commander, at: MBuckhannon@elmontepd.org. All questions must be submitted by no later than **Tuesday, February 22, 2020, by 4:30 P.M.** The City will respond to all questions in writing via email. Responses will also be posted on the City's website.

Responses and addendums, if any, will be posted on the City's website and/or emailed to all applicants by 5:00 P.M. on Wednesday, March 02, 2022.

I. ADDENDA

The City will issue Addenda in writing only. The City will make reasonable efforts to deliver Addenda to all Proposers whom the City knows have received the RFP and have provided a street address, or email address, for receipt of Addenda. The City cannot guarantee that all Proposers will receive all Addenda. Addendums, if any, will be mailed and/or emailed to all applicants.

At any time before the proposal deadline, the City may issue Addenda withdrawing the RFP or postponing the proposal deadline. The City will treat transmittal of Addenda to potential sub-recipients by U.S. mail, fax, or e-mail as sufficient notice of the changes made by the City.

J. PROPOSAL SUBMISSION PROCESS

Proposers shall submit in a sealed envelope one (1) signed original RFP, three (3) copies and one (1) thumb drive with the RFP document. The envelope should be labeled: **Homeless Crisis Housing, Street Outreach, Case Management Services and Related Programs**. All proposals must be submitted in the legal name of the organization submitting the proposal. Proposals must be signed by an authorized representative of the organization who has the legal authority to enter into an agreement with the City.

Proposals must be submitted to the City, care of the Office of the City Clerk (“City Clerk”) located at El Monte City Hall – East, 11333 Valley Boulevard, El Monte, California 91731. The City Clerk’s Office is open from 7:00 a.m. to 5:30 p.m. Monday through Thursday, excluding City- observed holidays. **Proposals must be submitted and in the possession of the City Clerk no later than 2:00 p.m. on Tuesday, March 08, 2022 (the “Submission Deadline”).** Proposals received by the City Clerk after the Submission Deadline will not be considered. The City also reserves the right to extend the Submission Deadline at any time and for any reason, including for the purpose of requesting additional information from Proposers. With respect to timely submitted proposals, the RFP Evaluation Committee reserves the right to waive irregularities and waive informalities or defects in any or all responses. Proposals must be submitted personally by the Proposer or an employee or officer of the Proposer’s company. **The City Clerk will not accept proposals submitted by mail, overnight courier (e.g., UPS, FedEx, etc.), facsimile or electronic mail.** Each submitted proposal shall remain valid and binding for a **period of 180 days** from the Submission Deadline. All proposals and documents submitted will become the property of the City. Proposals and related documents submitted by Proposers shall become the property of the City and shall be regarded as public records of the City. Proposals and other materials submitted by a Proposer may be disclosed to the public, except where applicable exemptions from disclosure apply as determined by the City or where the Proposer has specifically marked a specific document as being confidential and/or proprietary. Such confidential documents may include financial information provided by the Proposer to the City. The foregoing notwithstanding, proposals shall remain confidential until such time as the RFP Evaluation Committee presents a list of responsive Proposers to the City Council, which shall be posted on the City’s internet homepage along with all submitted proposals.

It is recommended that proposals be submitted on paper that contains at least 30% recycled

content and printed on both sides (duplex).

K. ORGANIZATION OF PROPOSAL

1. Content Requirements.

In order for proposals to be considered for award of an agreement under this RFP process, all of the following conditions must be satisfied:

- a. Proposals must be submitted in accordance with the standards and specifications set forth in this RFP and contain all required attachments.
- b. Proposals must be submitted by a single Proposer. Collaborative and/or multi-agency proposals will not be considered for award of an agreement under this RFP process.
- c. Proposals must be complete and specific unto themselves. For example, “*See Enclosed Manual or Brochure*” will not be considered an acceptable response.
- d. Proposals must provide information which enables the City to properly evaluate the Proposer’s ability to comply with the requirements, specifications and standards set forth in this RFP in a manner that is concise and to the point.
- e. All information, statements, letters and other documentation and attachments required by this RFP must be included in the original proposal and the electronic copy thereof.
- f. Receipt of all Addenda to this RFP must be acknowledged and attached to the original proposal and the electronic copy thereof.

2. Presentation Requirements.

Proposals must be submitted following the presentation requirements provided as follows:

- a. Proposals must be uniformly typed in twelve (12) point font on standard eight and one half (8.5) by eleven (11) inch white paper, single or double sided, with:
 - i. Each section and subsection clearly titled;
 - ii. Each page consecutively numbered, including all attachments;
 - iii. Each page having one (1) inch margins; and
 - iv. Each page being clean and suitable for copying.
- b. Proposals must not be any more than 30 pages in length (excluding exhibits) Proposals exceeding the maximum page length may be rejected by the city.

3. Formatting Requirements.

Proposals must be submitted following the format provided in this RFP. RFPs not submitted in the manner prescribed herein will not be considered. Each proposal shall consist of the following sections:

- a. **Cover Letter**

The respondent must submit a cover letter signed by an authorized representative of the entity committing the respondent to provide the services as described in this RFP in accordance with the terms and conditions of any contract awarded pursuant to the RFP process. An unsigned proposal shall be rejected.

b. Executive Summary

The respondent must provide an executive summary that explains its understanding of the City of El Monte needs and objectives and how its proposal would address them. The summary must discuss the respondent's proposed staff and their professional and technical qualifications.

c. Professional Qualifications and Specialized Experience

The respondent must provide the following:

- 1) Organization Profile Information, including key staff members and case managers
- 2) Experience Providing Similar Services to Other Agencies/Jurisdictions
- 3) Capacity to Perform Services/Programs or Activities:
 - The respondent must describe days and hours of operations, number (estimated) of service hours provided annually, how the services/programs or activities will be monitored. This also includes crisis housing capacity and the approach to transitioning individuals out of homelessness.
- 4) Scope of Work for proposed work with City of El Monte:
 - The respondent must include their approach to provide crisis housing for homeless individuals, including locations of crisis housing facilities.
 - Detail the outreach and engagement methods for contacting homeless individuals.
 - Identify and describe proposed supportive services, including case management that will be provided to homeless individuals.
 - Describe any other miscellaneous services to homeless individuals or innovative approaches related to the prevention of homelessness.

d. Cost

The cost will be commensurate with the services provided. The city of El Monte has allocated funding for these services. The respondent should provide hourly- billing rates for each proposed employee as well as other proposed costs including administrative overhead that would be charged as a percentage of the hourly-billing rate, as well as itemized costs for the delivery of each program/service. (Exhibit A - Sample Budget Worksheet)

e. References

Provide three (3) references (company, contact, phone number, date(s) and description of service(s) provided). References should be entities for which similar services have been provided.

f. Disclosures

A complete disclosure of any alleged significant prior or ongoing contract failures, any civil or criminal litigation or investigation pending which involves the Proposer or a verification of no responsive incidents. Failure to comply with the terms of this provision may disqualify any proposal. The City of El Monte reserves the right to reject any proposal based upon the Proposer’s prior history with the City of El Monte or with any other party, which documents, without limitation, unsatisfactory performance, significant failures to meet contract milestones or other contractual failures. If there are no disclosures to report, this section must still be included in submittal with an indication that there are no reportable disclosures.

L. MODIFICATIONS OF PROPOSALS

Any modification, amendment, addition or alteration to any submission must be presented, in writing, executed by an authorized person or persons, and submitted prior to the final date for submissions. An individual who is authorized to bind the submitting agency contractually shall sign the modification, amendment, addition, or alteration. The signature must indicate the title or position that the individual holds in the firm. An unsigned modification amendment, addition, or alteration shall be rejected.

No amendments, additions or alterations will be accepted after the time and date specified as the submission deadline unless requested by the City.

M. WITHDRAWALS OR CANCELLATION OF A PROPOSAL

Before the Proposal Deadline:

A Proposer may withdraw a proposal by giving written notice, signed by the Proposer. A withdrawal must be addressed as follows and delivered to:

City of El Monte Attn:	City Clerk’s Office
	11333 Valley Boulevard
	El Monte, CA 91731

For a withdrawal to become effective, the City must receive the Proposer’s written request for withdrawal before the proposal deadline. The City will not accept or consider a Proposer’s verbal, telephonic, facsimile, or email request for modification or withdrawal of a proposal.

If a Proposer withdraws its proposal, the withdrawal will not prejudice the Proposer’s right to submit a new proposal, if the new proposal is submitted: (1) following the RFP’s requirements, and

(2) before the proposal deadline.

After the Proposal Deadline:

A Proposer must not withdraw, cancel, or modify its proposal for a period of at least 180 calendar days following the proposals' opening on Tuesday, February 15, 2022, subject to the exception described in the next paragraph below. The City may extend the 180-day period upon the City's written request and upon the affected Proposer's written approval.

The City may allow a Proposer to withdraw or cancel a Proposal after the opening of the Proposals, if the Proposer establishes, to the City's satisfaction, that all of the following circumstances exist:

1. The Proposer made a mistake in its proposal;
2. Within five (5) days after the proposal's opening, the City receives from the Proposer written notice of the mistake and the notice specifies in detail how the mistake occurred;
3. The mistake made the proposal materially different from what the Proposer had intended it to be; and,
4. The mistake was made in filling out the proposal and was not due to an error in judgment, or carelessness in reading the RFP or the proposed Contract.

N. EVALUATION CRITERIA AND REVIEW PROCESS

All proposals will be evaluated by an impartial Proposal Evaluation Committee comprised of City Staff members. The Proposal Evaluation Committee will review eligible respondents and evaluate the extent to which the proposal meets the requirements set forth in the RFP, including an analysis of the respondent's qualifications, experience, proposed implementation plan, and preliminary cost proposal, among other factors.

Review of the proposal will use the following criteria not necessarily listed in order of importance:

1. Professional and technical experience of staff, including case managers (20 Points)
2. Experience providing similar services to other agencies/jurisdictions (20 Points)
3. Understanding of needs of the El Monte community (20 Points)
4. Crisis housing capacity, supportive services, case management, and approach to transferring individuals out of homelessness (20 Points)
5. Hourly rates and administrative overhead costs (20 Points)

Based on the initial round of scoring, the Proposal Evaluation Committee may select certain Proposers for interviews so that City Staff may ask further questions, obtain clarification and if desirable, attempt to negotiate modifications or refinements to the proposal that may be in the best interest of the City. The purpose of any such requests for clarifications or interviews shall be to ensure the Proposal Evaluation Committee's full understanding of the Proposer's ability to perform the services required by this RFP. If clarifications are made as a result of such discussions, the Proposer shall put such clarifications in writing as appropriate. Any delay caused by a Proposer's

failure to respond to such a request for clarification or interview may result in the rejection of the proposal.

The scoring conducted by the Proposal Evaluation Committee is intended to serve as an evaluative tool to facilitate the City Council's final decision to award a contract under this RFP. The fact that a non-selected Proposer receives a higher score from the Proposal Evaluation Committee shall not, however, entitle the Proposer to preference over Proposers with a lower score when the matter of awarding a contract comes before the City Council for the award of a contract(s). The City Council reserve the right to disregard or discount the scoring of the RFP Evaluation Committee in arriving at its own determination as to which entities should be awarded contracts.

Each criterion will be rated separately. A composite score will be computed for each proposal based on a weighted sum of the individual ratings.

All contacts made with the City during the evaluation, review and selection process shall be through [Shane Buckhannon], [Acting Captain]. Attempts by the Proposer to contact any other City representative during the review and selection process may result in rejection of the proposal. Conflict resolution shall be handled by City staff upon receiving a written statement from the Proposer about this RFP process.

O. OBJECTIONS TO THE FINDINGS OR DETERMINATIONS OF THE RFP EVALUATION COMMITTEE

If a Proposer objects to the findings or determinations of the Proposal Evaluation Committee as to their own proposal or the proposal of another Proposer, then the objecting Proposer may submit written objections to the Proposal Evaluation Committee's findings or determinations. Persons who have not submitted a proposal are not eligible to submit written objections but may offer public comment at the meeting of the City Council where the award of one or more contracts will take place. The submission of such objections shall be subject to the following procedures:

1. Objections must be submitted in writing with the Office of the City Clerk no later than **12:00p.m. on March 27, 2022**. Such written objections must be submitted by personal delivery, U.S. mail or overnight courier. Objections submitted after the objection period will be deemed untimely and the City reserves the right to disregard such untimely objections. Objections postmarked or submitted with an overnight courier prior to the submission deadline for objections but received by the City Clerk after the submission deadline for objections has passed will also be deemed untimely.
2. The written objection **must** state, in detail and with specificity, the grounds for the objection and include, all facts, supporting documentation, legal authority and/or argument(s) in support of the objection. Any objections or concerns not set forth in the written objection packet submitted with the City Clerk shall be deemed waived. All factual contentions must be supported by competent and credible evidence as opposed to hearsay or rumor. A Proposer who submits written objections shall also include any and all records, documentation or other corroborating evidence which supports the

objection.

3. The written objections must include the name, address and telephone number of the objector as well as the primary contact person for purposes of obtaining additional information or clarification. If a Proposer objects to the proposal of another Proposer or any finding or determination of the RFP Evaluation Committee with respect to another Proposer, the Proposer filing a written objection must also deliver or mail a copy of all materials filed with the City Clerk to the Proposer who is the subject of the written objection. Proposers whose proposals are the subject of a written objection may submit rebutting statements and evidence by or before the meeting at which the City Council will be asked to consider the award of one or more contracts.
4. The City Council will take any objections under consideration as part of any final decision to award any one or more contracts under this RFP.
5. All the foregoing notwithstanding, all Proposers are advised that this RFP is intended to give the Proposal Evaluation Committee and the City Council the broadest discretion possible to award a contract. No one factor or set of factors, whether positive or negative, shall necessarily be determinative or dispositive as to the City Council's final decision to award one or more contracts. Both the Proposal Evaluation Committee and the City Council will weigh and consider a multiplicity of factors to determine which Proposer or set of Proposers offer the City the best overall value and serves the best interests of the community and City. While the City encourages proposals that meet or exceed all the baseline requirements of this RFP, the City reserves the right to award a multiple contract(s) to meet the needs of the project. Proposers whose proposals may not necessarily satisfy every requirement. The Proposal Evaluation Committee and the City Council further reserves the right to condition the award of any contract on a Proposer's willingness to modify or amend their proposal in a manner that provides the City with the best value in the judgment of the City Council. While the Proposal Evaluation Committee will score proposals in determining which Proposers will comprise the Responsive Proposers List submitted to the City Council, the City Council reserves the right to reject the Proposal Evaluation Committee's evaluation or determinations on any one or more factors and may also give greater weight to one factor or set of factors over another in making its final decision. Again, the City intends to give itself the broadest discretion possible in making any final decision to award a contract.

The Proposal Evaluation Committee and the City Council shall be under no obligation to consider any objection that does not comply with the objection procedures set forth in this section.

P. CITY COUNCIL REVIEW AND APPROVAL.

The Proposal Evaluation Committee shall provide its recommendations to the El Monte City Council at a public meeting. The City Council meeting at which the RFP will be awarded is projected to occur on Tuesday, April 05, 2022. The City Council will be provided the following for its consideration:

- A staff report prepared by City Staff, which will include an overview of each Proposer’s qualifications and inspections, and a copy of each Proposer’s proposal.
- The scoring and recommendations by City Staff.

Following staff’s presentation, public comment and the receipt of any other public testimony the City Council may request, the City Council will be given an opportunity to deliberate on the matter and then take action to determine which Proposer, if any, will be awarded the Contract. The City Council may accept, reject, or reweigh the scoring and/or evaluations of the Proposal Evaluation Committee, in whole or in part. The City Council’s final decision shall not be decided on the basis of any single factor listed above but on the basis of the City Council’s independent determination as to which proposal(s) provide(s) the best value and offers the optimal combination of factors. The City Council reserves the right to further negotiate the specific requirements and compensation structure with selected Proposer(s) in the interest of securing the best terms for the City and the public.

Q. AWARD OF RFP CONTRACT

Following the award of a contract to a successful Proposer, an agreement shall be sent to the successful Proposer for signature. Once signed copies have been returned to the City, the agreement shall be submitted to the City Council for review and approval. It should be noted that the City Council may, at its sole discretion, choose to reject or modify any or all of the agreements resulting from this RFP process. The City hereby reserves the right to award the agreement(s) to the Proposer(s) which, in the sole judgment of the City, serves the best interests thereof. No proposal shall be binding upon the City until an agreement is signed by duly authorized representatives of both the successful Proposer and the City.

R. GENERAL TERMS AND CONDITIONS

1. Good Faith

This RFP has been compiled in good faith. The information contained within is selective and subject to City update, expansion, revision and amendment which will be available on the City website.

2. Not an Award

Recipients of this Project are advised that nothing stated herein, or any part thereof, or any communication during the evaluation and selection process, shall be construed as constituting an offer or award of a contract, representation or agreement of any kind between the City and any other party, save for a formal written contract, properly executed by both parties.

3. Right to Reject Proposals

The City reserves the right to amend or modify this RFP as necessity may dictate, to reject any and all proposals submitted in response to this RFP or to waive, at its discretion, any irregularity,

which the City deems reasonably correctable or otherwise not warranting rejection. The City further reserves the right to reject all proposals and reissue a Request for Proposals.

4. Right to Amend Evaluation or Selection Criteria

The City reserves the right to amend, revise, or change the RFP’s evaluation or selection criteria.

5. Right to Cancel the RFP Process

The City hereby reserves the right to cancel this RFP process, at any time after the issuance of this RFP, if the City determines that cancellation is in the City’s best interest for any reason, including without limitation, the proposals did not independently arrive in open competition, were collusive or were not submitted in good faith, or the City determines, after review and evaluation of the proposals, the City’s needs can be satisfied through an alternative method.

6. Deadline Extension

The City reserves the right to extend the deadline for accepting proposals.

7. Property of the City

All proposals submitted in response to this RFP will become the property of the City upon submission and a matter of public record pursuant to applicable law. City reserves the right to make copies of all proposals available for inspection and copying by interested members of the public as records of the City and City shall be under no obligation to the Proposer to withhold such records. In so far as a proposal contains information that the Proposer regards as proprietary and/or confidential, it shall be the responsibility of the Proposer (and not the City) to specifically identify which items of information are proprietary and clearly identify in writing which specific pieces of information are proprietary. It shall be insufficient for the Proposer to merely identify the entire proposal or an entire page or set of pages as proprietary. With respect to information deemed proprietary, the procedures set forth under the “**Confidential Information**” Section below shall be observed. Not-to-exceed sums, hourly rates and the like that may be set forth in a proposal shall not constitute confidential or proprietary information nor shall any information readily available to the general public or any other information not regarded as proprietary and confidential under federal or state law.

8. Confidential Information

The City reserves the right to make copies of Proposer’s proposal available for inspection and copying by members of the public, (including proposals which may contain information the Proposer regards as proprietary in nature), unless the City’s legal counsel determines that the information which the Proposer regards as proprietary may be withheld pursuant to applicable provisions of the California Public Records Act (Govt. Code Section 6250 et seq.) or other applicable

state or federal law. In the event City proposes to disclose records containing information the Proposer has specifically identified as being proprietary and confidential, City shall notify the Proposer in writing of its intent to release such information and the Proposer shall have five (5) working days after City's issuance of its notice to give City written notice of Proposer's objection to the City's release of proprietary information. City will not release the proprietary information after receipt of the objection notice from the Proposer unless: (i) the objection notice is not received by the City until after the close of business on the 5th day following City's issuance of the notice of intent to disclose; (ii) ordered to release the information by a court of competent jurisdiction; or (iii) the Proposer's objection notice fails to include a fully executed indemnification agreement wherein the Proposer agrees indemnify, defend and hold harmless the City, and its elected and appointed officials, officers, directors, employees and agents from and against all liability, loss, cost or expense (including attorneys' fees) arising out of any legal action brought to compel the release of records containing the proprietary information which the Proposer wishes to withhold. Again, the Proposer must specifically identify the information it deems proprietary.

9. Conflict of Interest

By submitting a proposal in response to this RFP, each Proposer warrants and covenants that no official or employee of the City, nor any business entity in which an official or employee of the City has an interest, has been employed or retained to solicit or assist in the procurement of the Contract under this RFP, nor that any such person will be employed in the performance of such procurement without immediate divulgence of such fact to the City.

10. Indemnification

At its expense, Proposer agrees to indemnify, defend and hold harmless the City and its officers, agents, employees, and representatives from and against any liability, suits, actions, proceedings, judgments, demands, liens, losses, damages, costs, and expenses (including attorneys' fees, litigation, arbitration, and appeal expenses) if a dispute, lawsuit, or other proceeding arises out of any one or more of the following:

- Proposer's submission of the proposal;
- The City's acceptance of Proposer's proposal; or
- The City's award of the Contract to Proposer in compliance with this RFP, or state, federal or local law.

11. Certification

By submitting a proposal, Proposer certifies that it has fully read and understands this RFP and has full knowledge of the nature, scope and scale of services and tasks that are to be performed under this RFP. Proposer also certifies that its proposal was prepared without prior understanding, agreement or connection with any other Proposer submitting a proposal from this RFP, and is in all respects fair and without collusion or fraud, so that all proposals will result from free, open and competitive proposing among all Proposers.

12. Site Visits

The City of El Monte reserves the right to conduct scheduled and unscheduled site visits of applicants by City staff, County, State and Federal funding entities.

13. Costs of RFP Proposal/Preparation and Proposal Processing Fee

a. Cost of Proposal/RFP Preparation.

Each Proposer shall be solely and exclusively responsible for any costs or other expenses incurred by the Proposer in participating in the RFP process, which costs include without limitation, costs associated with preparing a proposal; cost associated with preparing for or attending interviews; costs associated with providing any supplemental information requested by the City Staff or the City Council; costs associated with obtaining any and all certifications, bonds or insurances called for under the RFP; and costs associated with engaging the City in the negotiation of terms and conditions, including attorney costs. The City accepts no financial responsibility for any such costs incurred by the Proposer, regardless of whether a Proposer is or is not recommended for approval and regardless of whether a Proposer is or is not finally awarded a contract by the City Council. Proposals will become the property of the City and may be used by the City in any way deemed appropriate. Received proposals will not be returned to the Proposer, except proposals that are untimely submitted to the City shall be returned to the Proposer.

14. Criminal Background Checks

The selected vendor will be required to provide the name, date of birth, and Social Security number of all personnel who will be assigned to do the work, for the purpose of obtaining a criminal background check from the El Monte Police Department. This information must be furnished prior to the commencement of services and shall be supplied for all subsequent employees. The City reserves the right to conduct updated background check on existing personnel as deemed appropriate by City.

15. Irregularities

The City reserves the right to waive non-material irregularities if such would be in the best interest of the City.

16. Discrepancies and Misunderstandings

Proposers must satisfy themselves by personal examination of the work site, Plans, Specifications, and other contract documents and by any other means as they may believe necessary, as to the actual physical conditions, requirements and difficulties under which the work must be performed. No Proposer shall at any time after submission of a proposal make any claim or assertion that there was any misunderstanding or lack of information regarding the nature or amount of work necessary for the satisfactory completion of the job. Any errors, omissions, or

discrepancies found in the Plans, Specifications, or other contract documents shall be called to the attention of the City and clarified prior to the submission of proposals.

17. Legal Responsibilities

All proposals must be submitted, filed, made, and executed in accordance with State and Federal laws relating to proposals for contracts of this nature whether the same of expressly referred to herein or not. Any Proposer submitting a proposal shall by such action thereby agree to each and all of the terms, conditions, provisions, and requirements set forth, contemplated, and referred to in the Plans, Specifications, and other contract documents, and to full compliance therewith.

Any contract entered into pursuant to this notice will incorporate the provisions of the State Labor Code. Compliance with the prevailing rates of wages and apprenticeship employment standards established by the State Director of Industrial Relations will be required.

18. Interpretation of Plans and Documents

If any person is in doubt as to the meaning of any part of the contract documents, or finds discrepancies in, or omissions from the drawings and specifications, he may submit to the CITY a written request for an interpretation or correction thereof. The person submitting the request shall be responsible for its prompt delivery. Any interpretation or correction of the contract documents will be made only by addendum duly issued and a copy of such addendum will be delivered by fax to each person receiving a set of the contract documents. No oral interpretation of any provision in the contract documents will be made to any Proposer.

19. Proposer Interested in More than one Proposal

No person, firm, or corporation shall be allowed to make or file, or be interested in more than one proposal for the same work unless alternate bids are specifically called for. A person, firm or corporation that has submitted a sub proposal or quoting prices to other Proposers is ineligible to make a prime proposal.

20. Listing Subcontractors

Each Proposer shall submit a list of the proposed subcontractors on this project as required by the Subletting and Subcontracting Fair Practices Act (Govt. Code Sec. 4100 et seq.).

21. Equal Employment Opportunity Compliance

Proposer shall certify that in all previous contracts or subcontracts, all reports, which may have been due under the requirements of any agency, site or Federal equal employment opportunity orders, have been satisfactorily filed, and that no such reports are currently outstanding.

22. Affirmative Action Certification

Proposer shall certify that affirmative action has been taken to seek out and consider minority business enterprises for those portions of the work to be subcontracted, and that such affirmative actions have been fully documented, that said documentation is open to inspection, and that said affirmative action will remain in effect for the life of any contract awarded hereunder.

Furthermore, Proposer certifies that affirmative action will be taken to meet all equal employment opportunity requirements of the contract documents.

Affirmative action to ensure against discrimination in employment practices on the basis of race, color, national origin, ancestry, sex or religion will also be required. The City of El Monte hereby affirmatively ensures that minority business enterprises will be afforded full opportunity to submit proposals in response to this notice and will not be discriminated against on the basis of race, color, national origin, ancestry, sex or religion in any consideration leading to the award of contract.

23. Independent Contractor

The selected vendor shall perform the services provided for herein in a manner of vendor's own choice, as an independent contractor and in pursuit of vendor's independent calling, and not as an employee of the City. The vendor shall be under control of the City only as to the result to be accomplished and the personnel assigned to perform the services by the vendor. The vendor shall confer with the City at a mutually agreed frequency and inform the City of work/progress as well as receive direction from the City. Neither the vendor nor vendor's employees shall be entitled in any manner to any employment benefits, including but not limited to employer paid payroll taxes, Social Security, retirement benefits, health benefits, or any other benefits, as a result of a City Agreement. It is the intent of the parties that neither the vendor nor its employees are to be considered employees of City, whether "common law" or otherwise, and the vendor shall indemnify, defend and hold City harmless from any such obligations on the part of its officers, employees and agents.

24. Non-Discrimination

The Proposer must not discriminate, nor permit discrimination against any person on the grounds of race, national origin, sex, handicap, sexual orientation, veteran status, or any other protected class in their employment practices, in any of their contractual arrangements, in all services and accommodations they offer the public or in their business operations.

S. CONTRACTUAL TERMS

1. Term

Any and all agreements resulting from this RFP process shall begin upon execution thereof. The City shall have the right to extend the term of, and increase the maximum amount payable

under, any agreement resulting from this RFP process based on the availability of funds.

2. Termination for Cause

If, in the City's opinion, a successful Proposer fails to adequately implement the proposed project within the agreed upon timelines, fails to adequately provide the agreed upon services, or otherwise fails to comply with the terms and conditions set forth in any agreement resulting from this RFP process, or violates any local, state, or federal law, regulation or standard applicable to the performance thereof, the City may immediately terminate the agreement or reduce the amount of compensation to be paid to the successful Proposer pursuant to the terms and conditions thereof.

3. Termination without Cause

The City may terminate any agreement resulting from this RFP process without cause upon thirty (30) days advance written notice.

4. Termination due to Non-Appropriation of Funds

The City's obligations under any and all agreements resulting from this RFP process shall be contingent upon the availability of local, state, and/or federal funds. In the event such funding is reduced or eliminated, the City shall, in its sole discretion, have the right to terminate any agreements resulting from this RFP process upon seven (7) days advance written notice.

5. Reporting Requirements

In connection with the execution of any agreement resulting from this RFP process, the successful Proposers will be required to provide the City with any and all reports that may be required by any and all local, state, and/or federal agencies. Any and all reports required pursuant to the terms and conditions of any agreements resulting from this RFP process must be prepared using the format required by the State of California, as appropriate, and be submitted in accordance with any and all applicable timeframes and accessibility requirements.

6. Indemnification Requirements

The successful Proposers will be required to hold harmless, defend and indemnify the City, its officials, officers, employees, agents, and volunteers from and against any and all claims, demands, losses, damages, liabilities, expenses and costs, of any kind or nature, including without limitation, attorney fees and other costs of litigation, arising out of or in connection with the successful Proposer's negligent performance of, or failure to comply with, any of the obligations contained in the agreement resulting from this RFP process, except such loss or damage which was caused by the sole negligence or willful misconduct of the City.

7. Insurance Requirements

The successful Proposer will be required to obtain and maintain, in full force and effect, during the term of the Agreement, policies of comprehensive general liability and property damage insurance from a carrier authorized to be in business of the State of California in an insurable amount of not less than two million dollars (\$2,000,000) combined single limit per occurrence. These insurance policies must name the City and its elected and appointed officers, officials, agents and employees as "additional insureds." The City shall be provided with a Certificate of Insurance and additional insured policy endorsement naming the City and its elected and appointed officers, officials, agents and employees as "additional insureds".

The successful Proposer shall also carry Workers' Compensation Insurance in an insurable amount of not less than one million dollars (\$1,000,000) or statutory minimum amount, whichever is greater; and Employers' Liability Insurance in an insurable amount of not less than one million dollars (\$1,000,000); evidence of which is to be furnished to the City in the form of Certificate of Insurance.

EXHIBIT "A"

SAMPLE BUDGET WORKSHEET

Outreach/Housing Navigation

<u>Category</u>	<u>Description</u>	<u>Annual Cost</u>	<u>15-month Cost</u>	<u>Notes</u>
Staffing	1 FTE Outreach Worker/Housing Navigator + 30% Benefits	\$0	\$0	Outreach and Housing Navigation
Staffing	0.15 FTE Program Manager + 30 % benefits	\$0	\$0	Program and Clinical Oversight
Equipment	Cell Phone & Monthly Services	\$0	\$0	Approximately \$75/month per FTE
Equipment	Laptop Computer w/ set-up	\$0	\$0	Includes IT support
Mileage	Mileage/Parking Reimbursement	\$0	\$0	Approximately \$250/month
Equipment	Offices Expenses	\$0	\$0	File folders, printer, ink, paper, office supplies.
Client Expenses	Flex Funds	\$0	\$0	Approximately \$100/month to spend on client needs and engagement
Admin	Administrative related expenses @ 10% of direct cost	\$0	\$0	Accounting, HR, office related expenses
Total		\$0	\$0	

City of El Monte

Rapid Rehousing

<u>Category</u>	<u>Description</u>	<u>Per Slot</u>	<u>5 Slots</u>	<u>Notes</u>
Rental Assistance	Short Term Rental Assistance	\$0	\$0	Average 3 months rental assistance, per person
Supportive Services	Intensive Case Management & Career Development	\$0	\$0	Leveraged through DHS - HJC Program
Total		\$0	\$0	

Crisis Housing

<u>Category</u>	<u>Description</u>	<u>Annual Cost</u>	<u>15-month Cost</u>	<u>Notes</u>
Bridge Housing - Shelter	Reserved Crisis Housing @ USHS Shelter	\$0	\$0	Average 3 months stay in "bridge housing" 2 beds @ \$45/night
Staffing	0.1 FTE Program Assistant + 30% benefits	\$0	\$0	Oversight and coordination of Crisis Housing (shelter) and processing
Admin	Administrative related expenses @ 10% of direct cost	\$0	\$0	Indirect Costs
Total		\$0	\$0	

\$0 TOTAL

