REQUEST FOR PROPOSALS (RFP)
PROPOSAL NO. CMO-2023-01
FOR HOMELESS SHELTER OPERATOR SERVICES

RELEASED: June 26, 2023
SUBMITTALS DUE BY: 3:30 P.M., July 20, 2023

CITY OF BELLFLOWER
CITY CLERK’S OFFICE
16600 CIVIC CENTER DRIVE
BELLFLOWER, CA 90706
REQUEST FOR PROPOSALS

Sealed proposals must be received before 3:30 p.m. on Thursday, July 20, 2023, by the City Clerk’s Office for the City of Bellflower, 16600 Civic Center Dr., Bellflower, CA 90706 for Homeless Shelter Operator Services.

Parties interested in obtaining a Request for Proposals (RFP) package (at no cost) should contact the:

City Clerk’s Office
16600 Civic Center Drive
Bellflower, CA 90706
Or via telephone at (562) 804-1424, ext. 2220

Please refer to specifications for complete details and bid requirements. The specifications in this notice are a part of any contract awarded in accordance with this RFP.

Contact:

Travis Sais, Assistant to the City Manager
(562) 804-1424, ext. 2278
tsais@bellflower.org
City of Bellflower
RFP No. CMO-2023-01: Homeless Shelter Operator Services
Page 1 of 16

CITY OF BELLFLOWER

REQUEST FOR PROPOSALS
PROPOSAL NO. CMO-2023-01

PROPOSALS ARE DUE: NOT LATER THAN 3:30 PM Thursday, July 20, 2023.

The City of Bellflower (City) invites sealed proposals for: Homeless Shelter Operator Services

1. Return original of Proposal to:

   City of Bellflower
   City Clerk’s Office
   16600 Civic Center Dr.
   Bellflower, CA 90706

2. Proposer must honor proposal prices for sixty (60) days.

3. Proposals must include this Proposal form and be signed by the Service Provider’s authorized representative.

4. Award of a contract will be made by the City Council based upon the criteria set forth in this Request for Proposals (RFP) and will be made based upon the best qualified proposer rather than lowest price.

5. Proposals submitted in response to this RFP are public documents.

PROPOSER TO READ

I have read, understood, and agree to the terms and conditions on all pages of this proposal. The undersigned agrees to furnish the commodity or service stipulated on this proposal as stated above.

_________________________________________  _______________________________________
Company                                                                                   Address

_________________________________________  _______________________________________
Name (Print)                                                                               Signature

_________________________________________  _______________________________________
Company Phone No.                                                                          Title of Person Signing Bid
PROPOSAL INSTRUCTIONS

1. Submitting Proposals. (a) Proposals must include this form, in its entirety, in a sealed envelope with the wording “Proposal,” proposal number and closing date marked on the outside; (b) Proposals/corrections received after the closing time will not be opened. The City is not responsible for proposals not properly marked and delivered. Upon award, all submissions become a matter of public record.

2. Alternatives. Any changes or alternatives must be set forth in a letter attached to this proposal. The City has the option of accepting or rejecting any alternative proposal.

3. Currency. All references to dollar amounts in this solicitation and in Service Provider’s response refer to United States currency.

4. Preparation. All proposals must be typed or written in black ink. Errors may be crossed out and corrected in ink, then initialed in ink by the person signing the proposal.

5. Rejection. The City may reject any or all proposals and waive irregularity in any proposal.

6. Default. In case of default by the vendor of any of the conditions of this proposal or contract resulting from this proposal, the vendor agrees that the City may procure the services from other sources and may deduct from the unpaid balance due the vendor, or collect against the bond or surety, or may invoice the vendor for excess costs so paid, and prices paid by the City will be considered the prevailing market price at the time such purchase is made.

7. Assignment. No assignment by the vendor of contract or any part hereof, or of funds to be received hereunder, is binding upon the City unless the City gave written consent before such assignment.

8. Sub-contractors. The Bidder must list any subcontractors that will be used, the work to be performed by them, and total number of hours or percentage of time they will spend on the project.

9. Indemnification. The extent of a successful contractor’s obligation to indemnify and defend the City is set forth in the sample contract attached to this RFP.

10. Bonds. When deemed necessary by the City, bid bonds must be furnished by all proposers in the amount of at least 10% of the bid to guarantee that proposers will enter into contract to furnish goods at prices stated. Likewise, a Performance Bond must be required of the successful proposer when stated in the specification (cash deposit, certified or cashier’s check or money order may be substituted in lieu of either bond).
11. **Insurance.** This is a contract involving services and the City requires insurance. Insurance must be primary insurance and must name the City of Bellflower as an additional insured. Proof of insurance in the following amounts must be provided prior to contract signing; liability in the amount of $2,000,000, automotive in the amount of $1,000,000, and worker’s compensation in accordance with California law. Specific insurance requirements are set forth in the sample contract. **BIDDERS MUST SIGN AND RETURN EXHIBIT A, INSURANCE REQUIREMENTS, WITH THEIR PROPOSAL.**

12. **Proposal Rejection.** The City may reject the proposal of any proposer who previously failed to perform properly, or complete on time, contracts of a similar nature, or to reject the proposal of a proposer who is not in a position to perform such a contract satisfactorily. The City may reject the proposal of any proposer who is in default of the payment of taxes, licenses or other monies due to the City of Bellflower.

13. **Contract Pricing.** Except as otherwise provided, price proposals must remain consistent through the term of this contract.

14. **Proposal Questions.**

Questions should be forwarded on letterhead to:

City of Bellflower  
Travis Sais, Assistant to the City Manager  
16600 Civic Center Dr.  
Bellflower, CA 90706  
tsais@bellflower.org

**The last day to submit questions regarding the RFP is July 11, 2023.**

15. **Signature Verification Form.** **BIDDERS MUST SIGN AND RETURN EXHIBIT B, SIGNATURE VERIFICATION FORM, WITH THEIR PROPOSAL.**
CONTRACT SAMPLE

The successful bidder will be required to enter into the sample contract that is attached as Exhibit “D.”

STATEMENT OF WORK AND FORMAT

The City of Bellflower (City) requests proposals for the following purpose according to the terms and conditions attached. In the preparation of this Request for Proposal (RFP) the words “Service Provider,” "Bidder,” "Contractor,” “Vendor”, “Firm”, “Company”, and “Consultant” are used interchangeably.

1. **Purpose:** The City of Bellflower invites qualified Service Providers to submit a proposal and qualifications for the operation and staffing of the City’s existing 50-bed temporary homeless shelter (New Hope) located in the City of Bellflower.

2. **Proposal Schedule:** Following is a tentative schedule of events:

   **Pre-Proposal Meeting / On-site Inspection**

   A pre-proposal site walk-through will be held on Thursday, July 6, 2023 at 10:00 a.m. at the Bellflower New Hope Shelter, located at 8833 Cedar Street, Bellflower, CA 90706.

   Attendance at the walk-through is mandatory. The meeting will include a walk-through to show prospective bidders the Bellflower New Hope Shelter facility. No submittal will be accepted from any bidders who fail to attend the pre-proposal walk-through. With the exception of questions received at the pre-proposal walk-through, all other questions must be submitted in writing via letter or e-mail to:

   Travis Sais, Assistant to the City Manager
   16600 Civic Center Dr.
   Bellflower, CA 90706
   tsais@bellflower.org

   **Proposal Requirements**

   Three copies of the proposal and one digital version on a USB Drive must be received by the City as set forth on the first page.
Evaluation of Proposals

The proposals will be reviewed by City staff **during the week of July 24, 2023.** Proposals will be evaluated based on the following qualifications criteria:

<table>
<thead>
<tr>
<th>Evaluation Factor</th>
<th>% Weight</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Service Provider’s demonstrated experience in serving persons experiencing homelessness and operating a shelter program similar in nature to the Bellflower New Hope Shelter</td>
<td>15</td>
</tr>
<tr>
<td>2. Familiarity with the Los Angeles County Coordinated Entry System and Los Angeles County Homeless Services and Resources</td>
<td>15</td>
</tr>
<tr>
<td>3. Capability and capacity of Service Provider and key project personnel to handle the project in terms of workload, experience, and efficient staff utilization</td>
<td>25</td>
</tr>
<tr>
<td>4. Proven ability to successfully transition/exit shelter participants to transitional and permanent housing</td>
<td>25</td>
</tr>
<tr>
<td>5. Cost</td>
<td>20</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>100</strong></td>
</tr>
</tbody>
</table>

**Recommendation to City Council for Contract Award**

Interviews of the highest qualified bidders, as determined by the City may be required. During the selection process, the evaluation panel may wish to interview bidders with scores above a natural break, for clarification purposes only. No new material will be permitted at this time. The successful Service Provider will be selected by the City Council based upon the qualifications criteria set forth above and the City’s sole discretion. The Council is under no obligation to contract with any applicant.

3. **Introduction/Background:** The City prioritized the construction of the Bellflower New Hope Homeless Shelter to provide much needed shelter for the City's homeless population. The City’s Homeless Shelter has been operating since May 20, 2020 and is limited to Bellflower-based homeless adults. The Homeless Shelter currently provides services that include, but are not limited to: Intake/Bed Reservations, Foods/Meals, Laundry, Storage, Animal/Pet Assistance, Security, Transportation, Recreational Activities, Assessment and Housing Navigation Case Management, Housing Placement Services, Life Skills Classes/Tenant Education, Employment/Job Placement Referrals, Health Care Resources, Crisis Evaluation/Mental Health Resources, Drug & Alcohol Treatment Referrals, and Benefits Enrollment. The Bellflower New Hope Shelter is a closed campus with participants arriving and departing via pre-arranged transportation. All work must be performed in accordance with applicable codes, standards and regulations.

4. **Objective(s)/Work Products:** The City is soliciting proposals from qualified Homeless Service Providers to operate the City’s New Hope Homeless Shelter for up to 50 adults, providing services and shelter 24 hours a day, 365 days a year. The City is seeking a Service Provider that is highly experienced and familiar with the Los Angeles County Coordinated Entry System and Los Angeles County
homeless services. The selected Service Provider shall have demonstrated experience in exiting shelter participants to transitional and permanent housing.

5. **Work Statement**: Service Provider must be capable of providing the following services:

1) Under coordination and supervision of the Service Provider, provide a wide range of on-site programs and services from a variety of community partners, government and nonprofit health and social services agencies and coordinated entry system services.

2) Staff and operate a 24 hour, 365 days a year homeless shelter.

3) Provide on-site security of the facility, 24 hours a day, 365 days a year.

4) Provide shelter participant intake, case management and housing navigation services.

5) Provide daily meals and snacks to shelter participants.

6) Provide and coordinate transportation for shelter participants.

7) Establish and provide on-site recreational activities for shelter participants.

8) Work closely with housing and other service providers through the Los Angeles Coordinated Entry System to ensure shelter participants are connected to permanent supportive housing, rapid rehousing, transitional housing, and other homeless services and housing options.

9) Connect shelter participants to employment opportunities and job service providers.

10) Connect shelter participants to drug and alcohol treatment providers.

11) Connect shelter participants to mental health resources and providers.

12) Establish and maintain relationships with County agencies (e.g. LAHSA), departments (e.g. LASD), and the VA to provide referrals for benefit enrollment, mental health services, and housing placement.

13) Provide daily enrollment reports, exit reports, monthly outcome reports, annual outcome reports, and other reports as deemed necessary by the City.

14) Develop and document clear Policies and Procedures regarding allowable reasons and procedures for exiting shelter participants.
15) Provide labor, equipment, vehicles, tools, fuel, materials, insurance, bonds, supervision, and all other items needed to deliver exceptional temporary shelter services, acceptable to the City’s standards.

6. **Required Qualifications**: A minimum of three consecutive years of successful managing and operating homeless programs and delivering relevant services of a similar type and scope as described in the Work Statement (Section 5).

7. **Time Schedule**:

The initial term of this Agreement will be for a period of one-year, with three one-year extensions at the City’s option.

8. **Response Submittal Requirements**.

(a) **CONTENTS OF PROPOSAL**

Submitted proposals must follow the format outlined below and all requested information must be supplied. Failure to submit proposals in the required format will result in elimination from proposal evaluation.

**FORMAT**

Each proposal must be submitted in two parts:

Part I must relate to the Technical Proposal
Part II must relate to the Cost Proposal

**PART I - TECHNICAL PROPOSAL** [Submit those with boxes checked below]

☒Cover Letter - Must include the name, address, and telephone number of the company, and be signed by the person or persons authorized to represent the firm.

☒Table of Contents - Clearly identify material contained in the proposal by section and page number.

☒Introduction – A narrative that describes the organization, mission, history, objectives, programs and services, and any other pertinent information that the Service Provider feels is important.

☒Project Analysis - Provide an explanation and interpretation of the challenges identified in this RFP.
Objective, Scope, Nature of Proposed Program - Describe the overall approach to the challenges, including the objective and scope of work to be performed by the Service Provider.

Shelter Program Plan/Operating Plan - Describe the proposed shelter program and services to be provided. Please ensure to include descriptions of the following: Housing Navigation Plan, Case Management Plan, Food Policies, Transportation Policies, Pet and Service Animal Policies, Safety Policies, and Shelter Exit Policies. Explain how the Bellflower New Hope Shelter will be integrated into the larger Continuum of Care system.

Shelter Security Plan – Describe the Security Plan for the Facility including eligibility screening; securing of entrances as well as entrance and exit procedures; role of on-site security personnel, security alarms and cameras; policies on de-escalation of conflicts, possession of weapons and controlled substances; store of client possessions; procedure for contacting police (LASD).

Good Neighbor Plan - Provide an example of a Good Neighbor that includes policies for community involvement, policies for neighborhood patrol, informing the public about the positive aspects of the program and generating educational or outreach materials, being responsive to community concerns, communication and coordination with neighborhood, business and public, local police (LASD) and fire department (LACFD), city, county and Service Providers, and working closely with the City of Bellflower to minimize the impact of the program on the surrounding neighborhood. (Note that any printed or published materials relating to the Bellflower New Hope Shelter will be subject to approval by the City.)

Methodology - Describe the methodology and techniques to be employed.

Program Management - Describe the proposed program management structure.

Assigned Personnel - Identify the principals having primary responsibility for implementing the proposal. Discuss their professional, technical and academic backgrounds. Provide a summary of similar work they have previously performed. List the amount of time, on a continuous basis, that each principal will spend on this project. Describe the responsibilities and capacity of the technical personnel involved. Substitution of project manager and/or lead personnel will not be permitted without prior written approval of the City.

Staffing Schedule/Plan - List the proposed staffing schedule including labor hours.

Program Monitoring - Describe the quality control procedures to be utilized to ensure conformance with the Work Statement (Section 5).
☒ Subcontractors - If subcontractors are to be used, identify each of them in the proposal. Describe the work to be performed by them and the number of hours or the percentage of time they will devote to the project. Provide a list of their assigned staff, their qualifications, relationship to project management, schedule, costs, and hourly rates.

☒ Service Provider Capability and References - Provide a summary of the organization's relevant background experience. Discuss the applicability of such experience to this RFP. Include examples of projects/programs completed for other similar agencies that are of a similar nature and a contact person for each of those clients. Please include at least three client references that represent similar projects. This should include company/organization names, titles, telephone numbers, and e-mail addresses for individuals who can provide information related to the following items:
   a. Financial capability
   b. Ability to operate a temporary homeless shelter
   c. Collaboration with city staff and the community

☐ Alternative Proposals - Provide statements of alternative proposals, if any, labeled "Alternative Proposal Number One, Alternative Proposal Number Two," etc. The format of each alternative proposal submitted may be abbreviated to address just the following:
   a. Shelter Program Plan
   b. Methodology
   c. Assigned Personnel

☒ Bankruptcies - Please note whether the organization or its principals have filed for bankruptcy under any business name over the past five (5) years.

☒ Conflict of Interest - Address possible conflicts of interest with other clients affected by actions performed by the organization on behalf of the City. Although the bidder will not be automatically disqualified by reason of work performed for other parties, the City reserves the right to consider the nature and extent of such work in evaluating the proposal.
PART II - COST PROPOSAL [Submit those with boxes checked below]

Name and Address: The Cost Proposal must list the name and complete address of the bidder in the upper, left-hand corner.

Cost Proposal:

☒ The Cost/Price format for the proposal must be as outlined in the Exhibit C of the RFP.

☒ Total cost must be clearly indicated in the Cost Proposal.

☒ Costs must be itemized per the agreement for services.

Charges for supplies, equipment, travel, and subcontractors will be paid at cost. It is expected that general, overhead, and administrative costs are included in the hourly rate for labor. Bids submitted will be held to the total cost given in the response quote. It will be assumed that all contingencies and/or anticipated escalations are included. No additional funds will be paid above and beyond the original quote given by the selected bidder.

(b) PROPOSAL SUBMISSION

All proposals must be submitted according to specifications set forth in Section 8 (a) - Contents of Proposal and this section. Failure to adhere to these specifications may be cause for rejection of proposal.

I. **Signature.** An authorized representative of the bidder MUST sign all proposals.

II. **Due Date.** The proposer must submit THREE (3) complete copies of the proposal and ONE (1) digital copy on a USB Drive in a sealed envelope, plainly marked in the upper, left-hand corner with the name and address of the bidder and the words "Request for Proposals No. CMO-2023-01 – Homeless Shelter Operator Services."

Late bids/proposals will not be accepted. Any correction or resubmission done by the proposer will not extend the submittal due date.

III. **Addenda.** City may modify the proposal and/or issue supplementary information or guidelines relating to the RFP during the proposal preparation period.

IV. **Rejection.** A proposal may be deemed nonresponsive and may be immediately rejected if:
- It is received at any time after the exact date and time set for receipt of proposals and/or;
- It is not prepared in the format prescribed and/or;
- It is signed by an individual not authorized to represent the firm.

V. Disposition of Proposals. The City reserves the right to reject any or all proposals. All responses become the property of the City. One copy of the proposal must be retained for City files. Additional copies and materials will be returned only if requested and at the bidder's expense.

VI. Proposal Changes. Once submitted, proposals, including the composition of the contracting team, cannot be altered without the prior written consent of the City. All proposals constitute an offer to the City and may not be withdrawn for a period of sixty (60) days after the last day to accept proposals.
EXHIBIT A

INSURANCE REQUIREMENTS
[MUST BE SUBMITTED WITH PROJECT PROPOSAL]

To be awarded this contract, the successful bidder must procure and maintain the following types of insurance with coverage limits complying, at a minimum, with the limits set forth below:

<table>
<thead>
<tr>
<th>Type of Insurance</th>
<th>Limits</th>
</tr>
</thead>
<tbody>
<tr>
<td>Commercial general liability:</td>
<td>$2,000,000</td>
</tr>
<tr>
<td>Professional liability</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Business automobile liability</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Workers compensation</td>
<td>Statutory requirement</td>
</tr>
</tbody>
</table>

Commercial general liability insurance must meet or exceed the requirements of the most recent ISO-CGL Form Number. The amount of insurance set forth above must be a combined single limit per occurrence for bodily injury, personal injury, and property damage for the policy coverage. Liability policies must be endorsed to name the City, its officials, and employees as “additional insureds” under said insurance coverage and to state that such insurance will be deemed “primary” such that any other insurance that may be carried by the City will be excess thereto. Such insurance must be on an “occurrence,” not a “claims made,” basis and will not be cancelable or subject to reduction except upon thirty (30) days prior written notice to the City.

Professional liability coverage must be on an “occurrence basis” if such coverage is available, or on a “claims made” basis if not available. When coverage is provided on a “claims made basis,” the Consultant must continue to maintain the insurance in effect for a period of three (3) years after this Agreement expires or is terminated (“extended insurance”). Such extended insurance must have the same coverage and limits as the policy that was in effect during the term of this Agreement, and cover the Consultant for all claims made by the City arising out of any errors or omissions of the Consultant, or its officers, employees or agents during the time this Agreement was in effect.

Automobile coverage must be written on ISO Business Auto Coverage Form CA 00 01 06 92, including symbol 1 (Any Auto).

The Consultant must furnish to the City duly authenticated Certificates of Insurance evidencing maintenance of the insurance required under this Agreement, endorsements as required herein, and such other evidence of insurance or copies of policies as may be reasonably required by the City from time to time. Insurance must be placed with admitted insurers with a current A.M. Best Company Rating equivalent to at least a Rating of “A:VII.” Certificate(s) must reflect that the insurer will provide thirty (30) day notice of any cancellation of coverage.
Exhibit A: Insurance Requirements – Continued

The Consultant will require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word “endeavor” with regard to any notice provisions.

By signing this form, the bidder certifies that it has read, understands, and will comply with these insurance requirements if it is selected as the City’s consultant. Failure to provide this form may render the bidder’s proposal “nonresponsive.”

__________________________  __________________________
Date  Bidder
Thank you for doing business with the City of Bellflower. Please note that the City requires verification that the person executing a contract has signature authority. Signature requirements for contracts vary depending on whether a vendor conducts business in the capacity of a corporation, general partnership, limited partnership, or as an individual. When the contract is with a corporation, California Corporations Code § 313 requires the contract to be signed by: (a) one officer from the corporation’s “operational group” consisting of the chairman of the board, the president, or any vice president; and (b) one officer from the corporation’s “financial group” consisting of the secretary, or assistant secretary, or the chief financial officer or any assistant treasurer. Alternatively, the board of directors for the corporation can delegate signature authority to a particular individual or individuals. This is generally memorialized in a form of a resolution adopted by the board of directors. When the contract is with a consultant conducting business as a general partnership or limited partnership, the contract should be signed by at least one general partner having authority to enter into the contract on behalf of the partnership. When the contract is with an individual, that individual must sign the contract.

To ensure that the City’s contracts are valid, this Signature Verification Form must be completed by vendors/contractors/consultants providing services to the City of Bellflower.

By completing this form, the person listed below has the authority to sign all legal binding agreements with the City of Bellflower on behalf of the company/organization listed below. If a corporation, attach a copy of the document demonstrating signature authority to this form.

The City of Bellflower greatly appreciates your cooperation.

Date: __________________________________________

Type of Company/Organization: __________________________________________

Company/Organization Name: __________________________________________

Name: __________________________________________

Title: __________________________________________

Signature: __________________________________________

Please send the completed form to the following address:

City of Bellflower
City Clerk’s Office
16600 Civic Center Drive
Bellflower, CA 90706
## EXHIBIT C  
### COST PROPOSAL

<table>
<thead>
<tr>
<th>Expenses</th>
<th>Total Annual Cost</th>
</tr>
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<tbody>
<tr>
<td></td>
<td>FTE</td>
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<tr>
<td>Program Personnel</td>
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<td>Salaries Subtotal</td>
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<td>Employee Benefits @ ___%</td>
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<tr>
<td><strong>Subtotal Salaries &amp; Employee Benefits</strong></td>
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<tr>
<td>Services and Supplies</td>
<td></td>
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<tr>
<td>Equipment</td>
<td></td>
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<tr>
<td>Facility Maintenance/Janitorial</td>
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<tr>
<td>Program Supplies</td>
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<td>Office Supplies, Postage, Printing</td>
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<tr>
<td>Security</td>
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<tr>
<td>Staff Mileage/Parking</td>
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<td>Staff Training/Development</td>
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<td>Telephone/Communications</td>
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<tr>
<td>Meals</td>
<td></td>
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<tr>
<td>Transportation (Fuel and repairs)</td>
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<td>Vehicle Maintenance &amp; Insurance</td>
<td></td>
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<tr>
<td>Replacement Reserves</td>
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<tr>
<td><strong>Subtotal Services/Supplies</strong></td>
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<tr>
<td>Sub-Contractor/Consultant</td>
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<tr>
<td><strong>Subtotal Sub-Contractor/Consultant</strong></td>
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<tr>
<td>Administrative</td>
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<tr>
<td><strong>Subtotal Administrative Overhead</strong></td>
<td></td>
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<tr>
<td><strong>TOTAL BUDGET $</strong></td>
<td></td>
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</tbody>
</table>
EXHIBIT D

SAMPLE CONTRACT
[BEGINS ON NEXT PAGE]
AGREEMENT FILE NO. XXX
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF BELLFLOWER AND
XXX
FOR TEMPORARY SHELTER SERVICES

THIS AGREEMENT is entered into this XX day of XX, by and between the CITY OF BELLFLOWER, a municipal corporation and general law city (“CITY”) and XXX, a [XXX] XXX corporation (“CONSULTANT”).

1. CONSIDERATION.
   A. As partial consideration, CONSULTANT agrees to perform the work listed in the SCOPE OF SERVICES, below;
   B. As additional consideration, CONSULTANT and CITY agree to abide by the terms and conditions contained in this Agreement;
   C. As additional consideration, CITY agrees to pay CONSULTANT a sum not to exceed $XXX for CONSULTANT’s services. CITY may modify this amount as set forth below. Unless otherwise specified by written amendment to this Agreement, CITY will pay this sum as specified in the attached Exhibit “B,” which is incorporated by reference.

2. SCOPE OF SERVICES.
   A. CONSULTANT will perform services listed in the attached Exhibit “A,” which is incorporated by reference.
   B. CONSULTANT will, in a professional manner, furnish all of the labor, technical, administrative, professional and other personnel, all supplies and materials, equipment, printing, vehicles, transportation, office space and facilities, and all tests, testing and analyses, calculation, and all other means whatsoever, except as herein otherwise expressly specified to be furnished by CITY, necessary or proper to perform and complete the work and provide the professional services required of CONSULTANT by this Agreement.

3. PERFORMANCE STANDARDS. While performing this Agreement, CONSULTANT will use the appropriate generally accepted professional standards of practice existing at the time of performance utilized by persons engaged in providing similar services. CITY will continuously monitor CONSULTANT’s services. CITY will notify CONSULTANT of any deficiencies and CONSULTANT will have fifteen (15) days after such notification to cure any shortcomings to CITY’s satisfaction. Costs associated with curing the deficiencies will be borne by CONSULTANT.

4. PAYMENTS. For CITY to pay CONSULTANT as specified by this Agreement, CONSULTANT must submit a detailed invoice to CITY in accordance with Exhibit B.
5. **NON-APPROPRIATION OF FUNDS.** Payments due and payable to CONSULTANT for current services are within the current budget and within an available, unexhausted and unencumbered appropriation of the CITY. In the event the CITY has not appropriated sufficient funds for payment of CONSULTANT services beyond the current fiscal year, this Agreement will cover only those costs incurred up to the conclusion of the current fiscal year.

6. **ADDITIONAL WORK.**

   A. CITY’s city manager ("Manager") may determine, at the Manager’s sole discretion, that CONSULTANT must perform additional work ("Additional Work") to complete the Scope of Work. If Additional Work is needed, the Manager will give written authorization to CONSULTANT to perform such Additional Work.

   B. If CONSULTANT believes Additional Work is needed to complete the Scope of Work, CONSULTANT will provide the Manager with written notification that contains a specific description of the proposed Additional Work, reasons for such Additional Work, and a detailed proposal regarding cost.

   C. Payments over $50,000 for Additional Work must be approved by CITY’s city council. All Additional Work will be subject to all other terms and provisions of this Agreement.

7. **FAMILIARITY WITH WORK.**

   A. By executing this Agreement, CONSULTANT agrees that it has:

      i. Carefully investigated and considered the scope of services to be performed;

      ii. Carefully considered how the services should be performed; and

      iii. Understands the facilities, difficulties, and restrictions attending performance of the services under this Agreement.

   B. If services involve work upon any site, CONSULTANT agrees that CONSULTANT has or will investigate the site and is or will be fully acquainted with the conditions there existing, before commencing the services hereunder. Should CONSULTANT discover any latent or unknown conditions that may materially affect the performance of the services, CONSULTANT will immediately inform CITY of such fact and will not proceed except at CONSULTANT’s own risk until written instructions are received from CITY.
8. TERM. The term of this Agreement will be from December 19, 2019 to December 19, 2020. Unless otherwise determined by written amendment between the parties, this Agreement will terminate in the following instances:

   A. Completion of the work specified in Exhibit “A”;

   B. Termination as stated in Section 16.

9. TIME FOR PERFORMANCE.

   A. CONSULTANT will not perform any work under this Agreement until:

      i. CONSULTANT furnishes proof of insurance as required under Section 23 of this Agreement; and

      ii. CITY gives CONSULTANT a written notice to proceed. CITY agrees such notice to proceed will be provided at least 45 days before CONSULTANT commences its work in accordance with this Agreement to allow CONSULTANT to select employees, etc., for performing the Scope of Services.

   B. Should CONSULTANT begin work on any phase in advance of receiving written authorization to proceed, any such professional services are at CONSULTANT’s own risk.

10. TIME EXTENSIONS. Should CONSULTANT be delayed by causes beyond CONSULTANT’s control, CITY may grant a time extension for the completion of the contracted services. If delay occurs, CONSULTANT must notify the Manager within forty-eight hours (48 hours), in writing, of the cause and the extent of the delay and how such delay interferes with the Agreement’s schedule. The Manager will extend the completion time, when appropriate, for the completion of the contracted services.

11. CONSISTENCY. In interpreting this Agreement and resolving any ambiguities, the main body of this Agreement takes precedence over the attached Exhibits; this Agreement supersedes any conflicting provisions. Any inconsistency between the Exhibits will be resolved in the order in which the Exhibits appear below:
Exhibit A – XXX Proposal
12. **CHANGES.** CITY may order changes in the services within the general scope of this Agreement, consisting of additions, deletions, or other revisions, and the contract sum and the contract time will be adjusted accordingly. All such changes must be authorized in writing, executed by CONSULTANT and CITY. The cost or credit to CITY resulting from changes in the services will be determined in accordance with written agreement between the parties.

13. **TAXPAYER IDENTIFICATION NUMBER.** CONSULTANT will provide CITY with a Taxpayer Identification Number.

14. **PERMITS AND LICENSES.** CONSULTANT, at its sole expense, will obtain and maintain during the term of this Agreement, all necessary permits, licenses, and certificates that may be required in connection with the performance of services under this Agreement.

15. **WAIVER.** CITY’s review or acceptance of, or payment for, work product prepared by CONSULTANT under this Agreement will not be construed to operate as a waiver of any rights CITY may have under this Agreement or of any cause of action arising from CONSULTANT’s performance. A waiver by CITY of any breach of any term, covenant, or condition contained in this Agreement will not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained in this Agreement, whether of the same or different character.

16. **TERMINATION.**

   A. Except as otherwise provided, CITY may terminate this Agreement at any time with or without cause.

   B. CONSULTANT may terminate this Agreement at any time with CITY’s mutual consent. Notice will be in writing at least thirty (30) days before the effective termination date.

   C. Upon receiving a termination notice, CONSULTANT will immediately cease performance under this Agreement unless otherwise provided in the termination notice. Except as otherwise provided in the termination notice, any additional work performed by CONSULTANT after receiving a termination notice will be performed at CONSULTANT’s own cost; CITY will not be obligated to compensate CONSULTANT for such work.

   D. Should termination occur, all finished or unfinished documents, data, studies, surveys, drawings, maps, reports and other materials prepared by CONSULTANT will, at CITY’s option, become CITY’s property, and CONSULTANT will receive just and equitable compensation for any work satisfactorily completed up to the effective date of notice of termination, not to exceed the total costs under Section 1(C).

   E. Should the Agreement be terminated pursuant to this Section, CITY may procure on its own terms services similar to those terminated.

   F. By executing this document, CONSULTANT waives any and all claims for damages that might otherwise arise from CITY’s termination under this Section.
17. OWNERSHIP OF DOCUMENTS; EXCEPTIONS; WARRANTY. Except as otherwise provided below, all documents, data, studies, drawings, maps, models, photographs and reports prepared by CONSULTANT (collectively, “Documents”) under this Agreement are CITY’s property. CONSULTANT may retain copies of such Documents as desired but will deliver all original materials to CITY upon CITY’s written notice. CITY agrees that use of CONSULTANT’s completed work product, for purposes other than identified in this Agreement, or use of incomplete work product, is at CITY’s own risk. CONSULTANT warrants that all Documents it drafts and completes pursuant to this Agreement constitutes original work. Specifically, CONSULTANT understands and agrees that use of artificial intelligence (AI) tools including, without limitation, ChatGPT, Microsoft’s Bing Chat, Google’s Bard, and Meta’s LLaMA (Large Language Model Meta AI), in the performance of this Agreement does not constitute an original work, i.e., submitting Documents generated by such AI tools to CITY and representing it as CONSULTANT’s original work constitutes a material breach of this Agreement, constitutes a false claim, and may also violate applicable intellectual property right laws including, without limitation, United States Copyright Law. Accordingly, and notwithstanding any other provision of this Agreement as to ownership, CITY specifically rejects ownership of such Documents. CONSULTANT is required to indemnify and defend CITY to the fullest extent allowed by applicable law should it violate this Section.

18. PUBLICATION OF DOCUMENTS. Except as necessary for performance of service under this Agreement, no copies, sketches, or graphs of materials, including graphic art work, prepared pursuant to this Agreement, will be released by CONSULTANT to any other person or public CITY without CITY’s prior written approval. All press releases, including graphic display information to be published in newspapers or magazines, will be approved and distributed solely by CITY, unless otherwise provided by written agreement between the parties.

19. INDEMNIFICATION.

A. CONSULTANT agrees to the following:

i. Indemnification for Professional Services. CONSULTANT will save harmless and indemnify and at CITY’s request reimburse defense costs for CITY and all its officers, volunteers, employees and representatives from and against any and all suits, actions, or claims, of any character whatever, brought for, or on account of, any injuries or damages sustained by any person or property resulting or arising from any negligent or wrongful act, error or omission by CONSULTANT or any of CONSULTANT’s officers, agents, employees, or representatives, in the performance of this Agreement, except for such loss or damage arising from CITY’s sole negligence or willful misconduct.

ii. Indemnification for other Damages. CONSULTANT indemnifies and holds CITY harmless from and against any claim, action, damages, costs (including, without limitation, attorney’s fees), injuries, or liability, arising out of this Agreement, or its performance, except for such loss or damage arising from CITY’s sole negligence or willful
misconduct. Should CITY be named in any suit, or should any claim be brought against it by suit or otherwise, whether the same be groundless or not, arising out of this Agreement, or its performance, CONSULTANT will defend CITY (at CITY’s request and with counsel satisfactory to CITY) and will indemnify CITY for any judgment rendered against it or any sums paid out in settlement or otherwise.

B. For purposes of this section “CITY” includes CITY’s officers, officials, employees, agents, representatives, and certified volunteers.

C. It is expressly understood and agreed that the foregoing provisions will survive termination of this Agreement.

D. The requirements as to the types and limits of insurance coverage to be maintained by CONSULTANT as required by Section 23, and any approval of said insurance by CITY, are not intended to and will not in any manner limit or qualify the liabilities and obligations otherwise assumed by CONSULTANT pursuant to this Agreement, including, without limitation, to the provisions concerning indemnification.

20. **ASSIGNABILITY.** This Agreement is for CONSULTANT’s professional services. CONSULTANT’s attempts to assign the benefits or burdens of this Agreement without CITY’s written approval are prohibited and will be null and void.

21. **INDEPENDENT CONTRACTOR.** CITY and CONSULTANT agree that CONSULTANT will act as an independent contractor and will have control of all work and the manner in which it is performed. CONSULTANT will be free to contract for similar service to be performed for other employers while under contract with CITY. CONSULTANT is not an agent or employee of CITY and is not entitled to participate in any pension plan, insurance, bonus or similar benefits CITY provides for its employees. Any provision in this Agreement that may appear to give CITY the right to direct CONSULTANT as to the details of doing the work or to exercise a measure of control over the work means that CONSULTANT will follow the direction of the CITY as to end results of the work only.

22. **AUDIT OF RECORDS.** CONSULTANT will maintain full and accurate records with respect to all services and matters covered under this Agreement. CITY will have free access at all reasonable times to such records, and the right to examine and audit the same and to make transcript therefrom, and to inspect all program data, documents, proceedings and activities. CONSULTANT will retain such financial and program service records for at least three (3) years after termination or final payment under this Agreement.

23. **INSURANCE.**

A. Before commencing performance under this Agreement, and at all other times this Agreement is effective, CONSULTANT will procure and maintain
the following types of insurance with coverage limits complying, at a minimum, with the limits set forth below:

<table>
<thead>
<tr>
<th>Type of Insurance</th>
<th>Limits</th>
</tr>
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<tbody>
<tr>
<td>Commercial general liability</td>
<td>$2,000,000</td>
</tr>
<tr>
<td>Professional Liability</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Business automobile liability</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Workers compensation</td>
<td>Statutory requirement</td>
</tr>
</tbody>
</table>

B. Commercial general liability insurance will meet or exceed the requirements of the most recent ISO-CGL Form. The amount of insurance set forth above will be a combined single limit per occurrence for bodily injury, personal injury, and property damage for the policy coverage. Liability policies will be endorsed to name CITY, its officials, and employees as “additional insureds” under said insurance coverage and to state that such insurance will be deemed “primary” such that any other insurance that may be carried by CITY will be excess thereto. Such endorsement must be reflected on ISO Form No. CG 20 10 11 85 or 88, or equivalent. Such insurance will be on an “occurrence,” not a “claims made,” basis and will not be cancelable or subject to reduction except upon thirty (30) days prior written notice to CITY.

C. Professional liability coverage will be on an “occurrence basis” if such coverage is available, or on a “claims made” basis if not available. When coverage is provided on a “claims made basis,” CONSULTANT will continue to renew the insurance for a period of three (3) years after this Agreement expires or is terminated. Such insurance will have the same coverage and limits as the policy that was in effect during the term of this Agreement, and will cover CONSULTANT for all claims made by CITY arising out of any errors or omissions of CONSULTANT, or its officers, employees or agents during the time this Agreement was in effect.

D. Automobile coverage will be written on ISO Business Auto Coverage Form CA 00 01 06 92, including symbol 1 (Any Auto).

E. CONSULTANT will furnish to CITY duly authenticated Certificates of Insurance evidencing maintenance of the insurance required under this Agreement and such other evidence of insurance or copies of policies as may be reasonably required by CITY from time to time. Insurance must be placed with insurers with a current A.M. Best Company Rating equivalent to at least a Rating of “A:VII.”
F. Should CONSULTANT, for any reason, fail to obtain and maintain the insurance required by this Agreement, CITY may obtain such coverage at CONSULTANT’s expense and deduct the cost of such insurance from payments due to CONSULTANT under this Agreement or terminate pursuant to Section 16.

G. Self-Insured Retention/Deductibles. All policies required by this Agreement must allow CITY, as additional insured, to satisfy the self-insured retention ("SIR") and deductible of the policy in lieu of CONSULTANT (as the named insured) should CONSULTANT fail to pay the SIR or deductible requirements. The amount of the SIR or deductible is subject to the approval of the City Attorney and the Finance Director. CONSULTANT understands and agrees that satisfaction of this requirement is an express condition precedent to the effectiveness of this Agreement. Failure by CONSULTANT as primary insured to pay its SIR or deductible constitutes a material breach of this Agreement. Should CITY pay the SIR or deductible on CITY’s behalf upon the CONSULTANT’S failure or refusal to do so in order to secure defense and indemnification as an additional insured under the policy, CITY may include such amounts as damages in any action against CONSULTANT for breach of this Agreement in addition to any other damages incurred by CITY due to the breach.

24. USE OF SUBCONTRACTORS. CONSULTANT must obtain CITY’s prior written approval to use any consultants while performing any portion of this Agreement. Such approval must approve of the proposed consultant and the terms of compensation.

25. INCIDENTAL TASKS. CONSULTANT will meet with CITY monthly to provide the status on the project, which will include a schedule update and a short narrative description of progress during the past month for each major task, a description of the work remaining and a description of the work to be done before the next schedule update.

26. NOTICES. All communications to either party by the other party will be deemed made when received by such party at its respective name and address as follows:

<table>
<thead>
<tr>
<th>If to CONSULTANT:</th>
<th>If to CITY:</th>
</tr>
</thead>
<tbody>
<tr>
<td>XXX</td>
<td>Jeffrey L. Stewart</td>
</tr>
<tr>
<td></td>
<td>City of Bellflower</td>
</tr>
<tr>
<td></td>
<td>16600 Civic Center Drive</td>
</tr>
<tr>
<td></td>
<td>Bellflower, CA 90706</td>
</tr>
<tr>
<td></td>
<td>(562) 804-1424</td>
</tr>
<tr>
<td></td>
<td><a href="mailto:jstewart@bellflower.org">jstewart@bellflower.org</a></td>
</tr>
<tr>
<td></td>
<td><a href="mailto:rstover@bellflower.org">rstover@bellflower.org</a></td>
</tr>
</tbody>
</table>

Any such written communications by mail will be conclusively deemed to have been received by the addressee upon deposit thereof in the United States Mail, postage prepaid and properly addressed as noted above. In all other instances, notices will be
deemed given at the time of actual delivery. Changes may be made in the names or addresses of persons to whom notices are to be given by giving notice in the manner prescribed in this paragraph.

27. **CONFLICT OF INTEREST.** CONSULTANT will comply with all conflict of interest laws and regulations including, without limitation, CITY’s conflict of interest regulations.
28. ☒ This Section applies only if box is checked. **POLITICAL REFORM ACT.** CONSULTANT agrees that it will be considered a public official subject to the Political Reform Act of 1974 for purposes of this Agreement. CONSULTANT agrees and warrants that it has no financial interests which may be materially affected by the project for which the Initial Study, as specified in the SERVICES, is being prepared. Such financial interests may include, without limitation, interests in business entities, real property, or sources of income exceeding $500 received within the past year. CONSULTANT further warrants that, before executing this Agreement, it reviewed the Political Reform Act of 1974 and the Fair Political Practices Commission regulations, including, without limitation, Chapter 7 of Title 2 of the California Administrative Code, Section 18700, et seq., in order to determine whether any conflict of interest would require CONSULTANT to refrain from performing the SERVICES or in any way attempting to use its official position to influence the governmental decisions underlying the subject environmental clearances.

29. **SOLICITATION.** CONSULTANT maintains and warrants that it has not employed nor retained any company or person, other than CONSULTANT’s bona fide employee, to solicit or secure this Agreement. Further, CONSULTANT warrants that it has not paid nor has it agreed to pay any company or person, other than CONSULTANT’s bona fide employee, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Should CONSULTANT breach or violate this warranty, CITY may rescind this Agreement without liability.

30. **THIRD PARTY BENEFICIARIES.** This Agreement and every provision herein is generally for the exclusive benefit of CONSULTANT and CITY and not for the benefit of any other party. There will be no incidental or other beneficiaries of any of CONSULTANT’s or CITY’s obligations under this Agreement.

31. **INTERPRETATION.** This Agreement was drafted in, and will be construed in accordance with the laws of the State of California, and exclusive venue for any action involving this agreement will be in Los Angeles County.

32. **COMPLIANCE WITH LAW.** CONSULTANT agrees to comply with all federal, state, and local laws applicable to this Agreement.

33. **ENTIRE AGREEMENT.** This Agreement, and its Attachments, sets forth the entire understanding of the parties. There are no other understandings, terms or other agreements expressed or implied, oral or written. There are Click here to enter text. Attachments to this Agreement. This Agreement will bind and inure to the benefit of the parties to this Agreement and any subsequent successors and assigns.

34. **RULES OF CONSTRUCTION.** Each Party had the opportunity to independently review this Agreement with legal counsel. Accordingly, this Agreement will be construed simply, as a whole, and in accordance with its fair meaning; it will not be interpreted strictly for or against either Party.
35. **SEVERABILITY.** If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, then such portion will be deemed modified to the extent necessary in the opinion of the court to render such portion enforceable and, as so modified, such portion and the balance of this Agreement will continue in full force and effect.

36. **AUTHORITY/MODIFICATION.** The Parties represent and warrant that all necessary action has been taken by the Parties to authorize the undersigned to execute this Agreement and to engage in the actions described herein. This Agreement may be modified by written amendment. CITY’s Manager, or designee, may execute any such amendment on behalf of CITY.

37. **ELECTRONIC SIGNATURES.** This Agreement may be executed by the Parties on any number of separate counterparts, and all such counterparts so executed constitute one agreement binding on all the Parties notwithstanding that all the Parties are not signatories to the same counterpart. In accordance with Government Code §16.5, the Parties agree that this Agreement, agreements ancillary to this Agreement, and related documents to be entered into in connection with this Agreement will be considered signed when the signature of a party is delivered by electronic transmission. Such electronic signature will be treated in all respects as having the same effect as an original signature.

38. **CAPTIONS.** The captions of the paragraphs of this Agreement are for convenience of reference only and will not affect the interpretation of this Agreement.

39. **TIME IS OF ESSENCE.** Time is of the essence for each and every provision of this Agreement.

40. **FORCE MAJEURE.** Should performance of this Agreement be prevented due to fire, flood, explosion, acts of terrorism, war, embargo, government action, civil or military authority, the natural elements, or other similar causes beyond the Parties’ reasonable control, then the Agreement will immediately terminate without obligation of either party to the other.

41. **STATEMENT OF EXPERIENCE.** By executing this Agreement, CONSULTANT represents that it has demonstrated trustworthiness and possesses the quality, fitness and capacity to perform the Agreement in a manner satisfactory to CITY. CONSULTANT represents that its financial resources, surety and insurance experience, service experience, completion ability, personnel, current workload, experience in dealing with private consultants, and experience in dealing with public agencies all suggest that CONSULTANT is capable of performing the proposed contract and has a demonstrated capacity to deal fairly and effectively with and to satisfy a public CITY.
IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first hereinabove written.

CITY OF BELLFLOWER

Jeffrey L. Stewart, City Manager

ATTEST:

Mayra Ochiqui, City Clerk

APPROVED AS TO FORM:

Karl H. Berger, City Attorney

Taxpayer ID No. XXX

Exhibit A – Operator Proposal
Exhibit B – Payment Schedule