

AGREEMENT

35863

THIS AGREEMENT is made and entered, in duplicate, as of February 17, 2021, for reference purposes only, pursuant to a minute order adopted by the City Council of the City of Long Beach at its meeting on February 16, 2021, by and between THE ILLUMINATION FOUNDATION, a public benefit corporation ("Contractor"), with a place of business at 1091 N Batavia St, Orange, CA 92867, and the CITY OF LONG BEACH, a municipal corporation ("City").

WHEREAS, the City has received funding from State of California Department of Housing and Community Development's (HCD) Homekey Program (State's Homekey Program) to provide site operations and interim housing services for people experiencing homelessness impacted by the COVID-19 pandemic, by purchasing and rehabilitating housing, including hotels, motels, vacant apartment buildings, and other buildings and convert them into interim or permanent, long-term housing; and

WHEREAS, awarded funds for the State's Homekey Program (Grant Agreement) must be used to provide housing for individuals and families experiencing homelessness or at risk of experiencing homelessness and who are impacted by the COVID-19 pandemic; and

WHEREAS, on November 17, 2020, the City Council authorized the City Manager to accept an award from the State's Homekey Program for the City to purchase and operate a 102-room hotel at located at 1725 Long Beach Boulevard with the intention of converting it into interim housing for people experiencing homelessness most impacted by the COVID-19 pandemic; and

WHEREAS, the beds within the Project will be prioritized for people experiencing homelessness most impacted by the COVID-19 pandemic, including those people experiencing homelessness with underlying health conditions and/or who are 65 years of age or older; and

1 WHEREAS, City has selected Contractor in accordance with City's
2 administrative procedures using Request for Proposal No. HE21-019 ("RFP"), and City has
3 determined that Contractor and its employees are qualified, licensed, if so required, and
4 experienced in performing these specialized services; and

5 WHEREAS, City desires to have Contractor perform these specialized
6 services, and Contractor is willing and able to do so on the terms and conditions in this
7 Agreement; and

8 NOW, THEREFORE, in consideration of the mutual terms, covenants, and
9 conditions in this Agreement, the parties agree as follows:

10 1. SCOPE OF WORK OR SERVICES.

11 A. The RFP shall be incorporated by this reference and attached
12 hereto as Exhibit "A-1", incorporated by this reference as if fully set forth herein.
13 The Contractor shall comply fully with the RFP. In the event of any conflict or
14 ambiguity between this Agreement and Section 12 of the RFP, the provisions of
15 Section 12 of the RFP shall govern.

16 B. Contractor shall furnish specialized services more particularly
17 described in Exhibit "A-2", attached to this Agreement and incorporated by this
18 reference, in accordance with the standards of the profession, and City shall pay
19 for these services in the manner described below, in an annual amount not to
20 exceed Two Million Dollars (\$2,000,000), at the rates or charges shown in Exhibit
21 "B". The specialized services described in Exhibit A-2 shall be provided on or about
22 the following described property (the "Premises") located at 1725 Long Beach
23 Boulevard (the "Building") more particularly described in Exhibit "A-3" attached
24 hereto and made a part hereof. City is providing Contractor access to the Premises
25 and the Building so that Contractor can furnish specialized services as described
26 in this Agreement and no rent or other fees shall be paid to City by Contractor for
27 such access to the Premises and the Building. Any reference to "Premises" in this
28 Agreement shall be inclusive of the Building and any other structure on the

1 property located at 1725 Long Beach Boulevard.

2 C. The Grant Agreement shall be incorporated by this reference
3 and attached hereto as Exhibit "C". The Contractor shall comply fully with the Grant
4 Agreement.

5 D. City shall pay Contractor in due course of payments following
6 receipt from Contractor and approval by City of invoices showing the services or
7 task performed, the time expended (if billing is hourly), and the name of the
8 Project. Contractor shall certify on the invoices that Contractor has performed the
9 services in full conformance with this Agreement and is entitled to receive
10 payment. Each invoice shall be accompanied by a progress report indicating the
11 progress to date of services performed and covered by the invoice, including a
12 brief statement of any Project problems and potential causes of delay in
13 performance, and listing those services that are projected for performance by
14 Contractor during the next invoice cycle. Where billing is done and payment is
15 made on an hourly basis, the parties acknowledge that this arrangement is either
16 customary practice for Contractor's profession, industry or business, or is
17 necessary to satisfy audit and legal requirements which may arise due to the fact
18 that City is a municipality.

19 E. Contractor represents that Contractor has obtained all
20 necessary information on conditions and circumstances that may affect its
21 performance and has conducted site visits, if necessary.

22 F. By executing this Agreement, Contractor warrants that
23 Contractor (a) has thoroughly investigated and considered the scope of services
24 to be performed, (b) has carefully considered how the services should be
25 performed, and (c) fully understands the facilities, difficulties and restrictions
26 attending performance of the services under this Agreement. It the services
27 involve work upon any site, Contractor warrants that Contractor has or will
28 investigate the site and is or will be fully acquainted with the conditions there

1 existing, prior to commencement of services set forth in this Agreement. Should
2 Contractor discover any latent or unknown conditions that will materially affect the
3 performance of the services set forth in this Agreement, Contractor must
4 immediately inform the City of that fact and may not proceed except at Contractor's
5 risk until written instructions are received from the City.

6 G. Contractor must adopt reasonable methods during the life of
7 this Agreement to furnish continuous protection to the work, and the equipment,
8 materials, papers, documents, plans, studies and other components to prevent
9 losses or damages, and will be responsible for all damages, to persons or
10 property, until acceptance of the work by the City, except those losses or damages
11 as may be caused by the City's own negligence.

12 H. CAUTION: Contractor shall not begin work until this
13 Agreement has been signed by both parties and until Contractor's evidence of
14 insurance has been delivered to and approved by City.

15 2. TERM. The term of this Agreement shall commence at midnight on
16 February 18, 2021 (Commencement Date) and shall terminate at 11:59 p.m. on February
17 18, 2022, unless sooner terminated as provided in this Agreement. The term may be
18 extended for one (1) additional one-year period, at the discretion of the City Manager.

19 3. COORDINATION AND ORGANIZATION.

20 A. Contractor shall coordinate its performance with City's
21 representative, if any, named in Exhibit "D", attached to this Agreement and
22 incorporated by this reference. Contractor shall advise and inform City's
23 representative of the work in progress on the Project in sufficient detail so as to
24 assist City's representative in making presentations and in holding meetings on
25 the Project. Contractor shall furnish all labor and supervision, supplies, materials,
26 tools, machinery, equipment, appliances, transportation and services necessary
27 to or used in the performance of Contractor's obligations under this Agreement,
28 except as stated in Exhibit "E", if any, attached to this Agreement and incorporated

1 by this reference, and shall perform any other tasks described in the Exhibit.

2 B. The parties acknowledge that a substantial inducement to
3 City for entering this Agreement was and is the reputation and skill of Contractor's
4 key employee, named in Exhibit "F" attached to this Agreement and incorporated
5 by this reference. City shall have the right to approve any person proposed by
6 Contractor to replace that key employee.

7 4. INDEPENDENT CONTRACTOR. In performing its services,
8 Contractor is and shall act as an independent contractor and not an employee,
9 representative or agent of City. Contractor shall have control of Contractor's work and the
10 manner in which it is performed. Contractor shall be free to contract for similar services to
11 be performed for others during this Agreement; provided, however, that Contractor acts in
12 accordance with Section 9 and Section 13 of this Agreement. Contractor acknowledges
13 and agrees that (a) City will not withhold taxes of any kind from Contractor's compensation;
14 (b) City will not secure workers' compensation or pay unemployment insurance to, for or
15 on Contractor's behalf; and (c) City will not provide and Contractor is not entitled to any of
16 the usual and customary rights, benefits or privileges of City employees. Contractor
17 expressly warrants that neither Contractor nor any of Contractor's employees or agents
18 shall represent themselves to be employees or agents of City.

19 5. Waiver of Claims. Neither the City of Long Beach, nor any of its
20 officers, agents and employees (collectively "City"), will be liable and Contractor waives all
21 claims for damage to persons or property sustained by Contractor or any occupant of the
22 Premises resulting from the Premises or any part of it, becoming out of repair, resulting
23 from any accident in or about the Premises or resulting directly or indirectly from any act
24 or neglect of Contractor, occupant or of any other person including Contractor's agents and
25 employees. All property belonging to Contractor or any occupant of the Premises will be
26 there at the risk of Contractor or such other person only and City will not be liable for
27 damages or theft or misappropriation. Contractor further expressly waives any rights to
28 relocation benefits or other compensation pursuant to the California Relocation Act or

1 applicable laws governing eminent domain.

2 6. INSURANCE.

3 A. As a condition precedent to the effectiveness of this
4 Agreement, Contractor shall procure and maintain, at Contractor's expense for the
5 duration of this Agreement, from insurance companies that are admitted to write
6 insurance in California and have ratings of or equivalent to A:V by A.M. Best
7 Company or from authorized non-admitted insurance companies subject to
8 Section 1763 of the California Insurance Code and that have ratings of or
9 equivalent to A:VIII by A.M. Best Company, the following insurance:

10 i. Commercial general liability equivalent to CG 00 01 10
11 93 in an amount of \$1 million per occurrence & \$ 2 million in general
12 aggregate. As applicable (i.e., if minors or other vulnerable people are among
13 those being served by Contractor), abuse and molestation liability in an
14 amount of \$2 million per occurrence & \$ 2 million in general aggregate shall
15 also be provided. The City of Long Beach, the Contractor, its officials,
16 officers, and employees shall be named additional insured to this insurance
17 on a form equivalent in coverage scope to an ISO CG 20 26 11 85.

18 ii. Commercial automobile liability equivalent to CA 00 10
19 06 92 covering owned, hired, and non-owned autos in an amount of
20 \$1,000,000 combined single limits.

21 iii. Statutory workers' compensation and employer's liability
22 in an amount of \$1,000,000 each accident or occupational disease. The City
23 of Long Beach, the Contractor, its officials, officers, and employees shall be
24 waived from subrogation by the Contractor and its insurer with respect to this
25 coverage;

26 iv. As applicable, special perils property insurance covering
27 City- or Contractor-owned or leased property provided to Contractor with
28 respect to this Agreement at replacement cost.

1 v. As applicable, cyber liability coverage (third-party only
2 coverage) for losses to others directly caused by Contractor's errors and
3 omissions, failure to safeguard data, or defamation in an amount of \$1 million
4 per occurrence & \$ 1 million in general aggregate.

5 B. Any self-insurance program, self-insured retention, or
6 deductible must be separately approved in writing by City's Risk Manager or
7 designee and shall protect City, its officials, employees and agents in the same
8 manner and to the same extent as they would have been protected had the policy
9 or policies not contained retention or deductible provisions.

10 C. Each insurance policy shall be endorsed to state that
11 coverage shall not be reduced, non-renewed or canceled except after thirty (30)
12 days prior written notice to City, shall be primary and not contributing to any other
13 insurance or self-insurance maintained by City, and shall be endorsed to state that
14 coverage maintained by City shall be excess to and shall not contribute to
15 insurance or self-insurance maintained by Contractor. Contractor shall notify City
16 in writing within five (5) days after any insurance has been voided by the insurer
17 or cancelled by the insured.

18 D. If this coverage is written on a "claims made" basis, it must
19 provide for an extended reporting period of not less than three (3) years,
20 commencing on the date this Agreement expires or is terminated, unless
21 Contractor guarantees that Contractor will provide to City evidence of
22 uninterrupted, continuing coverage for a period of not less than three (3) years,
23 commencing on the date this Agreement expires or is terminated.

24 E. Contractor shall require that all sub-contractors or contractors
25 that Contractor uses in the performance of these services maintain insurance in
26 compliance with this Section unless otherwise agreed in writing by City's Risk
27 Manager or designee.

28 F. Prior to the start of performance, Contractor shall deliver to

1 City certificates of insurance and the endorsements for approval as to sufficiency
2 and form. In addition, Contractor shall, within thirty (30) days prior to expiration of
3 the insurance, furnish to City certificates of insurance and endorsements
4 evidencing renewal of the insurance. City reserves the right to require complete
5 certified copies of all policies of Contractor and Contractor's sub-Contractors and
6 contractors, at any time. Contractor shall make available to City's Risk Manager
7 or designee all books, records and other information relating to this insurance,
8 during normal business hours.

9 G. Such insurance as required herein shall not be deemed to
10 limit Contractor's liability relating to performance under this Agreement. The
11 procuring of insurance shall not be construed as a limitation on liability or as full
12 performance of the indemnification and hold harmless provisions of this
13 Agreement. Contractor understands and agrees that, notwithstanding any
14 insurance, Contractor's obligation to defend, indemnify, and hold City, and its
15 officials, agents, and employees harmless hereunder is for the full and total
16 amount of any damage, injuries, loss, expense, costs, or liabilities caused by the
17 condition of the Premises or in any manner connected with or attributed to the acts
18 or omissions of Contractor, its officers, agents contractors, employees, licensees,
19 vendors, patrons, or visitors, or the operations conducted by or on behalf of
20 Contractor, or Contractor's use, misuse, or neglect of the Premises.

21 H. Any modification or waiver of these insurance requirements
22 shall only be made with the approval of City's Risk Manager or designee. Not
23 more frequently than once a year, City's Risk Manager or designee may require
24 that Contractor, Contractor's sub-Contractors and contractors change the amount,
25 scope or types of coverages required in this Section if, in their sole opinion, the
26 amount, scope or types of coverages are not adequate.

27 I. The procuring or existence of insurance shall not be
28 construed or deemed as a limitation on liability relating to Contractor's

1 performance or as full performance of or compliance with the indemnification
2 provisions of this Agreement.

3 7. ASSIGNMENT AND SUBCONTRACTING. This Agreement
4 contemplates the personal services of Contractor and Contractor's employees, and the
5 parties acknowledge that a substantial inducement to City for entering this Agreement was
6 and is the professional reputation and competence of Contractor and Contractor's
7 employees. Contractor shall not assign its rights or delegate its duties under this
8 Agreement, or any interest in this Agreement, or any portion of it, including subleasing the
9 Premises or any part thereof (collectively referred to as "transfer"), without the prior
10 approval of City, except that Contractor may with the prior approval of the City Manager of
11 City, assign any moneys due or to become due Contractor under this Agreement. Any
12 attempted assignment or delegation shall be void, and any assignee or delegate shall
13 acquire no right or interest by reason of an attempted assignment or delegation.
14 Furthermore, Contractor shall not subcontract any portion of its performance without the
15 prior approval of the City Manager or designee, or substitute an approved sub-Contractor
16 or contractor without approval prior to the substitution. Nothing stated in this Section shall
17 prevent Contractor from employing as many employees as Contractor deems necessary
18 for performance of this Agreement.

19 8. CONFLICT OF INTEREST. Contractor, by executing this Agreement,
20 certifies that, at the time Contractor executes this Agreement and for its duration,
21 Contractor does not and will not perform services for any other client which would create a
22 conflict, whether monetary or otherwise, as between the interests of City and the interests
23 of that other client. And, Contractor shall obtain similar certifications from Contractor's
24 employees, sub-Contractors and contractors.

25 9. OWNERSHIP OF DATA.

26 A. All materials, information and data prepared, developed or
27 assembled by Contractor or furnished to Contractor in connection with this
28 Agreement, including but not limited to documents, estimates, calculations,

1 studies, maps, graphs, charts, computer disks, computer source documentation,
2 samples, models, reports, summaries, drawings, designs, notes, plans,
3 information, material and memorandum ("Data") shall be the exclusive property of
4 City. Data shall be given to City, in a format identified by City, and City shall have
5 the unrestricted right to use and disclose the Data in any manner and for any
6 purpose without payment of further compensation to Contractor. Copies of Data
7 may be retained by Contractor but Contractor warrants that Data shall not be made
8 available to any person or entity for use without the prior approval of City. This
9 warranty shall survive termination of this Agreement for five (5) years.

10 10. TERMINATION. Either party shall have the right to terminate this
11 Agreement for any reason or no reason at any time by giving fifteen (15) calendar days
12 prior written notice to the other party. In the event of termination under this Section, City
13 shall pay Contractor for services satisfactorily performed and costs incurred up to the
14 effective date of termination for which Contractor has not been previously paid. The
15 procedures for payment in Section 1.D. with regard to invoices shall apply. On the effective
16 date of termination, Contractor shall deliver to City all Data developed or accumulated in
17 the performance of this Agreement, whether in draft or final form, or in process. And,
18 Contractor acknowledges and agrees that City's obligation to make final payment is
19 conditioned on Contractor's delivery of the Data to City.

20 11. DEFAULT BY CONTRACTOR.

21 A. The occurrence of any of the following acts shall constitute a
22 default by Contractor:

23 i. Failure to pay any other amounts payable hereunder
24 when due after ten (10) days written notice;

25 ii. Failure to perform any of the terms, covenants, or
26 conditions of this Agreement if said failure is not cured within thirty (30) days
27 after written notice of said failure; or

28 iii. Any attempted assignment, transfer, or lease except as

1 approved by City.

2 B. If Contractor does not comply with each provision of this
3 Agreement or if a default occurs, then City may terminate this Agreement and City
4 may enter the Premises and take possession thereof provided, however, that
5 these remedies are not exclusive but cumulative to other remedies provided by
6 law in the event of Contractor's default, and the exercise by City of one or more
7 rights and remedies shall not preclude City's exercise of additional or different
8 remedies for the same or any other default by Contractor.

9 12. DEFAULT BY CITY.

10 A. The occurrence of any of the following acts shall constitute a
11 default by City:

12 i. Failure to perform any of the terms, covenants, or
13 conditions of this Agreement if said failure is not cured within thirty (30) days
14 after written notice of said failure.

15 B. If City does not comply with each provision of this Agreement
16 or if a default occurs, then Contractor may terminate this Agreement, provided,
17 however, that this remedy is not exclusive but cumulative to other remedies
18 provided by law in the event of City's default, and the exercise by Contractor of
19 one or more rights and remedies shall not preclude Contractor's exercise of
20 additional or different remedies for the same or any other default by City.

21 13. CONFIDENTIALITY. Contractor shall keep all Data confidential and
22 shall not disclose the Data or use the Data directly or indirectly, other than in the course of
23 performing its services, during the term of this Agreement and for five (5) years following
24 expiration or termination of this Agreement. In addition, Contractor shall keep confidential
25 all information, whether written, oral or visual, obtained by any means whatsoever in the
26 course of performing its services for the same period of time. Contractor shall not disclose
27 any or all of the Data to any third party, or use it for Contractor's own benefit or the benefit
28 of others except for the purpose of this Agreement.

1 14. BREACH OF CONFIDENTIALITY. Contractor shall not be liable for a
2 breach of confidentiality with respect to Data that: (a) Contractor demonstrates Contractor
3 knew prior to the time City disclosed it; or (b) is or becomes publicly available without
4 breach of this Agreement by Contractor; or (c) a third party who has a right to disclose does
5 so to Contractor without restrictions on further disclosure; or (d) must be disclosed pursuant
6 to subpoena or court order.

7 15. ADDITIONAL SERVICES. The City has the right at any time during
8 the performance of the services, without invalidating this Agreement, to order extra work
9 beyond that specified in the RFP or make changes by altering, adding to or deducting from
10 the work. No extra work may be undertaken unless a written order is first given by the City,
11 incorporating any adjustment in this Agreement Sum, or the time to perform this
12 Agreement. Any increase in compensation of ten percent (10%) or less of this Agreement
13 Sum, or in the time to perform of One Hundred Eighty (180) days or less, may be approved
14 by the City Representative. Any greater increases, taken either separately or cumulatively,
15 must be approved by the City Council. It is expressly understood by Contractor that the
16 provisions of this paragraph do not apply to services specifically set forth in the RFP or
17 reasonably contemplated in the RFP. Contractor acknowledges that it accepts the risk that
18 the services to be provided pursuant to the RFP may be more costly or time consuming
19 than Contractor anticipates and that Contractor will not be entitled to additional
20 compensation for the services set forth in the RFP.

21 16. RETENTION OF FUNDS. Contractor authorizes the City to deduct
22 from any amount payable to Contractor (whether or not arising out of this Agreement) any
23 amounts the payment of which may be in dispute or that are necessary to compensate the
24 City for any losses, costs, liabilities or damages suffered by the City, and all amounts for
25 which the City may be liable to third parties, by reason of Contractor's acts or omissions in
26 performing or failing to perform Contractor's obligations under this Agreement. In the event
27 that any claim is made by a third party, the amount or validity of which is disputed by
28 Contractor, or any indebtedness exists that appears to be the basis for a claim of lien, the

1 City may withhold from any payment due, without liability for interest because of the
2 withholding, an amount sufficient to cover the claim. The failure of the City to exercise the
3 right to deduct or to withhold will not, however, affect the obligations of Contractor to insure,
4 indemnify and protect the City as elsewhere provided in this Agreement.

5 17. AMENDMENT. This Agreement, including all Exhibits, shall not be
6 amended, nor any provision or breach waived, except in writing signed by the parties which
7 expressly refers to this Agreement.

8 18. LAW. This Agreement shall be construed in accordance with the laws
9 of the State of California, and the venue for any legal actions brought by any party with
10 respect to this Agreement shall be the County of Los Angeles, State of California for state
11 actions and the Central District of California for any federal actions. Contractor shall cause
12 all work performed in connection with any construction required for the Project to be
13 performed in compliance with (1) all applicable laws, ordinances, rules and regulations of
14 federal, state, county or municipal governments or agencies (including, without limitation,
15 all applicable federal and state labor standards, including the prevailing wage provisions of
16 sections 1770 *et seq.* of the California Labor Code); and (2) all directions, rules and
17 regulations of any fire marshal, health officer, building inspector, or other officer of every
18 governmental agency now having or hereafter acquiring jurisdiction. If any part of this
19 Agreement is found to be in conflict with applicable laws, that part will be inoperative, null
20 and void insofar as it is in conflict with any applicable laws, but the remainder of this
21 Agreement will remain in full force and effect.

22 19. PREVAILING WAGES.

23 A. Contractor agrees that all public work (as defined in California
24 Labor Code section 1720) performed pursuant to this Agreement (the "Public
25 Work"), if any, shall comply with the requirements of California Labor Code
26 sections 1770 *et seq.* City makes no representation or statement that the Project,
27 or any portion thereof, is or is not a "public work" as defined in California Labor
28 Code section 1720.

1 B. In all bid specifications, contracts and subcontracts for any
2 such Public Work, Contractor shall obtain the general prevailing rate of per diem
3 wages and the general prevailing rate for holiday and overtime work in this locality
4 for each craft, classification or type of worker needed to perform the Public Work,
5 and shall include such rates in the bid specifications, contract or subcontract.
6 Such bid specifications, contract or subcontract must contain the following
7 provision: "It shall be mandatory for the contractor to pay not less than the said
8 prevailing rate of wages to all workers employed by the contractor in the execution
9 of this contract. The contractor expressly agrees to comply with the penalty
10 provisions of California Labor Code section 1775 and the payroll record keeping
11 requirements of California Labor Code section 1771."

12 20. ENTIRE AGREEMENT. This Agreement, including all Exhibits,
13 constitutes the entire understanding between the parties and supersedes all other
14 agreements, oral or written, with respect to the subject matter in this Agreement.

15 21. AMBIGUITY. Except as otherwise required herein, in the event of any
16 conflict or ambiguity between this Agreement and any Exhibit, the provisions of this
17 Agreement shall govern. In the event of any conflict or discrepancy between this
18 Agreement any State or Federal grant funding provision, the State or Federal grant funding
19 provision shall govern.

20 22. INDEMNITY.

21 A. Contractor shall indemnify, protect and hold harmless City, its
22 Boards, Commissions, and their officials, employees and agents ("Indemnified
23 Parties"), from and against any and all liability, claims, demands, damage, loss,
24 obligations, causes of action, proceedings, awards, fines, judgments, penalties,
25 costs and expenses, including attorneys' fees, court costs, expert and witness
26 fees, and other costs and fees of litigation, arising or alleged to have arisen, in
27 whole or in part, out of or in connection with (1) Contractor's breach or failure to
28 comply with any of its obligations contained in this Agreement, including all

1 applicable federal and state labor requirements including, without limitation, the
2 requirements of California Labor Code section 1770 *et seq.* or (2) negligent or
3 willful acts, errors, omissions or misrepresentations committed by Contractor, its
4 officers, employees, agents, subcontractors, or anyone under Contractor's control,
5 in the performance of work or services under this Agreement (collectively "Claims"
6 or individually "Claim").

7 B. In addition to Contractor's duty to indemnify, Contractor shall
8 have a separate and wholly independent duty to defend Indemnified Parties at
9 Contractor's expense by legal counsel approved by City, from and against all
10 Claims, and shall continue this defense until the Claims are resolved, whether by
11 settlement, judgment or otherwise. No finding or judgment of negligence, fault,
12 breach, or the like on the part of Contractor shall be required for the duty to defend
13 to arise. City shall notify Contractor of any Claim, shall tender the defense of the
14 Claim to Contractor, and shall assist Contractor, as may be reasonably requested,
15 in the defense.

16 C. If a court of competent jurisdiction determines that a Claim
17 was caused by the sole negligence or willful misconduct of Indemnified Parties,
18 Contractor's costs of defense and indemnity shall be (1) reimbursed in full if the
19 court determines sole negligence by the Indemnified Parties, or (2) reduced by the
20 percentage of willful misconduct attributed by the court to the Indemnified Parties.

21 D. The provisions of this Section shall survive the expiration or
22 termination of this Agreement.

23 23. FORCE MAJEURE. If any party fails to perform its obligations
24 because of strikes, lockouts, labor disputes, embargoes, acts of God, inability to obtain
25 labor or materials or reasonable substitutes for labor materials, governmental restrictions,
26 governmental regulations, governmental controls, judicial orders, enemy or hostile
27 governmental action, pandemic, civil commotion, fire or other casualty, or other causes
28 beyond the reasonable control of the party obligated to perform, then that party's

1 performance will be excused for a period equal to the period of such cause for failure to
2 perform.

3 24. NONDISCRIMINATION.

4 A. In connection with performance of this Agreement and subject
5 to applicable rules and regulations, Contractor shall not discriminate against any
6 employee or applicant for employment because of race, religion, national origin,
7 color, age, sex, sexual orientation, gender identity, AIDS, HIV status, handicap or
8 disability. Contractor shall ensure that applicants are employed, and that
9 employees are treated during their employment, without regard to these bases.
10 These actions shall include, but not be limited to, the following: employment,
11 upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or
12 termination; rates of pay or other forms of compensation; and selection for training,
13 including apprenticeship.

14 25. EQUAL BENEFITS ORDINANCE. Unless otherwise exempted in
15 accordance with the provisions of the Ordinance, this Agreement is subject to the
16 applicable provisions of the Equal Benefits Ordinance (EBO), section 2.73 et seq. of the
17 Long Beach Municipal Code, as amended from time to time.

18 A. During the performance of this Agreement, the Contractor
19 certifies and represents that the Contractor will comply with the EBO. The
20 Contractor agrees to post the following statement in conspicuous places at its
21 place of business available to employees and applicants for employment:

22 "During the performance of a contract with the City of Long Beach, the
23 Contractor will provide equal benefits to employees with spouses and its
24 employees with domestic partners. Additional information about the City of
25 Long Beach's Equal Benefits Ordinance may be obtained from the City of
26 Long Beach Business Services Division at 562-570-6200."

27 B. The failure of the Contractor to comply with the EBO will be
28 deemed to be a material breach of this Agreement by the City.

1 C. If the Contractor fails to comply with the EBO, the City may
2 cancel, terminate or suspend this Agreement, in whole or in part, and monies due
3 or to become due under this Agreement may be retained by the City. The City
4 may also pursue any and all other remedies at law or in equity for any breach.

5 D. Failure to comply with the EBO may be used as evidence
6 against the Contractor in actions taken pursuant to the provisions of Long Beach
7 Municipal Code 2.93 et seq., Contractor Responsibility.

8 E. If the City determines that the Contractor has set up or used
9 its contracting entity for the purpose of evading the intent of the EBO, the City may
10 terminate this Agreement on behalf of the City. Violation of this provision may be
11 used as evidence against the Contractor in actions taken pursuant to the
12 provisions of Long Beach Municipal Code Section 2.93 et seq., Contractor
13 Responsibility.

14 26. NOTICES. Any notice or approval required by this Agreement shall
15 be in writing and personally delivered or deposited in the U.S. Postal Service, first class,
16 postage prepaid, addressed to Contractor at the address first stated above, and to City at
17 411 West Ocean Boulevard, Long Beach, California 90802, Attn: City Manager, with a copy
18 to the City Clerk at the same address. Notice of change of address shall be given in the
19 same manner as stated for other notices. Notice shall be deemed given on the date
20 deposited in the mail or on the date personal delivery is made, whichever occurs first.

21 27. COVENANT AGAINST CONTINGENT FEES. Contractor warrants
22 that Contractor has not employed or retained any entity or person to solicit or obtain this
23 Agreement and that Contractor has not paid or agreed to pay any entity or person any fee,
24 commission or other monies based on or from the award of this Agreement. If Contractor
25 breaches this warranty, City shall have the right to terminate this Agreement immediately
26 notwithstanding the provisions of Section 10 or, in its discretion, to deduct from payments
27 due under this Agreement or otherwise recover the full amount of the fee, commission or
28 other monies.

1 28. WAIVER. The acceptance of any services or the payment of any
2 money by City shall not operate as a waiver of any provision of this Agreement or of any
3 right to damages or indemnity stated in this Agreement. The waiver of any breach of this
4 Agreement shall not constitute a waiver of any other or subsequent breach of this
5 Agreement.

6 29. WAIVER OF RIGHTS. The failure of Contractor or City to insist upon
7 strict performance of any of the terms, conditions or covenants herein shall not be deemed
8 a waiver of any rights or remedies that either may have, and shall not be deemed a waiver
9 of any subsequent breach or default of the terms, conditions or covenants herein
10 contained. Any waiver by City of any default or breach shall be in writing. City's approval
11 of any act by Contractor requiring City's approval shall not be deemed to waive City's
12 approval of any subsequent act of Contractor.

13 30. CONTINUATION. Termination or expiration of this Agreement shall
14 not affect rights or liabilities of the parties which accrued pursuant to Sections 8, 11, 14,
15 23, 25, 26 and 34 prior to termination or expiration of this Agreement.

16 31. TAX REPORTING. As required by federal and state law, City is
17 obligated to and will report the payment of compensation to Contractor on Form 1099-Misc.
18 Contractor shall be solely responsible for payment of all federal and state taxes resulting
19 from payments under this Agreement. Contractor shall submit Contractor's Employer
20 Identification Number (EIN), or Contractor's Social Security Number if Contractor does not
21 have an EIN, in writing to City's Accounts Payable, Department of Financial Management.
22 Contractor acknowledges and agrees that City has no obligation to pay Contractor until
23 Contractor provides one of these numbers.

24 32. ADVERTISING. Contractor shall not use the name of City, its officials
25 or employees in any advertising or solicitation for business or as a reference, without the
26 prior approval of the City Manager or designee.

27 33. AUDIT. City shall have the right at all reasonable times during the
28 term of this Agreement and for a period of five (5) years after termination or expiration of

1 this Agreement to examine, audit, inspect, review, extract information from and copy all
2 books, records, accounts and other documents of Contractor relating to this Agreement.

3 34. THIRD PARTY BENEFICIARY. This Agreement is not intended or
4 designed to or entered for the purpose of creating any benefit or right for any person or
5 entity of any kind that is not a party to this Agreement.

6 35. AMENDMENTS. This Agreement sets forth all the agreements and
7 understandings of the parties hereto and is not subject to modification, except in writing
8 duly executed by the legally authorized representatives of each of the parties.

9 36. PARTIAL INVALIDITY. If any term, covenant, condition or provisions
10 of this Agreement is held by a court of competent jurisdiction to be invalid, void or
11 unenforceable, the remainder of the provisions hereof shall remain in full force and effect
12 and shall in no way be affected, impaired or invalidated thereby.

13 37. TIME. Time is of the essence of this Agreement.

14 38. PROPERTY MANAGEMENT.

15 A. Premises. In consideration of the faithful performance of the
16 covenants and conditions hereinafter agreed to be kept by Contractor and the City,
17 Contractor shall take maintenance responsibilities over the Premises. Contractor
18 accepts the Premises in an "AS IS" condition and acknowledges that the
19 Contractor has not received and City has not made any warranty, express or
20 implied as to the condition of the Premises or any improvements, structures
21 substructures, infrastructures, fixtures or personal property located thereon. The
22 parties understand and acknowledge that this Agreement is primarily a contract
23 for services and this Agreement does not grant the Contractor a recognizable
24 property interest in or to the Premises.

25 B. Use. The Premises shall be used to provide interim housing
26 for individuals and families experiencing homelessness or at risk of experiencing
27 homelessness and who are impacted by the COVID-19 pandemic in accordance
28 with this Agreement.

1 C. Utilities. As outlined in the RFP attached hereto as Exhibit A-
2 1, City shall pay water, electricity, and gas. Contractor shall pay, at its own cost,
3 for all other utilities, including, landlines or mobile phones, internet, cable or similar
4 service, and any other utility services furnished to Contractor, including the cost of
5 installation of necessary connections for all of said services. All utilities added
6 from or after the Commencement Date shall be underground.

7 D. Contractor's Maintenance Obligations.

8 i. Contractor shall keep the Premises in a neat, safe and
9 sanitary condition, and free of waste, rubbish and debris during the term of
10 this Agreement and the Contractor shall otherwise perform all "day-to-day"
11 and operational maintenance at its own cost and expense. Any replacement
12 or repairs required to personal property located on the Premises, including,
13 but not limited to, televisions, linens, beds, dressers, furniture, commercial
14 fridge, washer, and dryer, shall be the responsibility of Contractor. All other
15 maintenance and repairs not specifically described immediately above shall
16 be the responsibility of City pursuant to Section 40.E.

17 ii. If, in the opinion of City, the Premises are not being
18 properly maintained, City, after giving thirty (30) days written notice to
19 Contractor to remedy discrepancies, shall cause such repair and
20 maintenance to be made. The cost of such maintenance or repair shall be
21 reimbursed to City by Contractor. If said costs are not paid promptly by
22 Contractor, this Agreement shall be deemed to be in default, and City shall
23 be entitled to all legal remedies provided hereunder. Failure of Contractor to
24 properly maintain and repair the Premises shall constitute a breach of the
25 terms of this Agreement.

26 E. City's Maintenance Obligations. The City shall manage and
27 maintain the Building and make necessary major repairs to the Building necessary
28 for its intended use, including without limitation all surface and structural elements

1 of the roof, bearing walls and foundations of the Building, all electrical, plumbing,
2 HVAC systems and all other elements of the Building. Contractor shall notify City
3 of necessary repairs in writing, and City shall thereafter promptly complete such
4 repairs. Notwithstanding the foregoing, if City determines that the costs of such
5 repairs are more than City is willing to pay, then City shall not be obligated to
6 complete such repairs, such failure by City to complete repairs shall not constitute
7 a default under this Agreement, and Contractor's sole remedy for such failure shall
8 be to promptly terminate this Agreement without further obligation by either party
9 to the other.

10 F. Taxes. City shall be responsible for payment of all real
11 property taxes; provided however that Contractor shall be responsible for payment
12 of any possessory interest taxes that may be assessed against Contractor in
13 connection with the Premises.

14 G. Hazardous Materials.

15 i. In the event any Hazardous Materials are detected
16 during the term of this Agreement, such materials shall be removed or
17 remediated promptly in accordance with applicable law at the sole cost and
18 expense of City. In the event City determines it is cost prohibitive to remove
19 or remediate such materials, Contractor shall have the option of terminating
20 this Agreement by giving written notice. Notwithstanding the foregoing, City
21 shall have no obligation to remediate or remove any Hazardous Materials
22 brought onto the Premises by Contractor or its agents, employees, or
23 invitees. Remediation and removal of Hazardous Materials brought onto the
24 Premises by Contractor or its agents, employees, or invitees shall be the sole
25 responsibility of Contractor.

26 ii. No Hazardous Materials any kind shall be kept, stored,
27 or sold in or on the Premises. Contractor shall comply with California Health
28 and Safety Code Section 25359.7 or its successor statute regarding notice

1 to City on discovery by Contractor of the presence or suspected presence of
2 any hazardous material on the Premises. "Hazardous Materials" means any
3 hazardous or toxic substance, material or waste which is or becomes
4 regulated by the City, the County of Los Angeles, the State of California or
5 the United States government.

6 H. Security.

7 i. Contractor shall provide implement an operational digital
8 video surveillance system at the Premises. The location and position of each
9 camera shall be capable of recording images of the area under surveillance,
10 in any light condition, to allow facial feature identification of persons in interior
11 and exterior areas on the Premises. Each camera shall be permanently
12 mounted and in a fixed location and, to the extent reasonably possible, shall
13 be installed in a manner that prevents intentional obstruction, tampering with,
14 and/or disabling the camera.

15 ii. Any on-site security personnel hired or contracted by the
16 Contractor pursuant to this Agreement shall be uniformed and licensed with
17 the State of California Bureau of Security and Investigative Service, and shall
18 comply with requirements in California Business and Professions Code
19 Chapters 11.4 and 11.5 of Division 3.

20 I. Right of Entry. The City shall have the right of access to the
21 Premises, including the Building and any structure thereon, during normal
22 business hours and with reasonable advance notice to inspect the Premises, to
23 determine whether or not Contractor is complying with the terms, covenants, and
24 conditions of this Agreement, to serve, post, or keep posted any notice, and for
25 any other legal purpose. The City shall also have the right to enter in case of
26 emergencies.

27 J. Condemnation. If the whole or any part of the Premises shall
28 be taken by any public or quasi-public authority under the power of eminent

1 domain, then this Agreement shall terminate as to the part taken or as to the whole,
2 if taken, as of the day possession of that part or the whole is required for any public
3 purpose, and on or before the day of the taking Contractor shall elect in writing
4 either to terminate this Agreement or to continue in possession of the remainder
5 of the Premises, if any. All damages awarded for such taking shall belong to City,
6 whether such damages be awarded as compensation for diminution in value to
7 the leasehold or to the fee provided, however, that City shall not be entitled to any
8 portion of the award made for loss of Contractor's business.

9 K. Signs. Contractor may, at its own cost, install exterior
10 signage on the Premises subject to City's reasonable approval as to design, size
11 and location, and subject to the limitations of applicable sign and zoning
12 ordinances.

13 L. Access. Contractor shall have access to the Premises
14 twenty-four (24) hours per day, seven (7) days per week.

15 M. Surrender of Premises. On the expiration or sooner
16 termination of this Agreement, Contractor shall deliver to City possession of the
17 Premises in substantially the same condition that existed immediately prior to the
18 date of execution hereof, reasonable wear and tear excepted.

19 39. DISPOSITION OF PERSONAL PROPERTY ABANDONED BY
20 CONTRACTOR. If this Agreement terminates, title to any personal property belonging to
21 Contractor and left on the Premises thirty (30) days after such termination shall be deemed
22 to have been transferred to City. City shall have the right to remove and to dispose of such
23 property without liability therefore to Contractor or to any person claiming under Contractor
24 and shall have no duty or obligation to account therefore.

25 40. SUCCESSORS IN INTEREST. This Agreement shall be binding on
26 and inure to the benefit of the parties and their successors, heirs, personal representatives,
27 transferees, and assignees, and all of the parties hereto shall be jointly and severally liable
28 hereunder.

1 41. INTEGRATION AND AMENDMENTS. This Agreement represents
2 and constitutes the entire understanding between the parties and supersedes all other
3 agreements and communications between the parties, oral or written, concerning the
4 subject matter herein. This Agreement shall not be modified except in writing signed by
5 the parties and referring to this Agreement.

6 42. JOINT EFFORT. This Agreement is created as a joint effort between
7 the parties and fully negotiated as to its terms and conditions and nothing contained herein
8 shall be construed against either party as the drafter.

9 43. NO RECORDATION. This Agreement shall not be recorded.

10 44. ATTORNEY'S FEES. In any action or proceeding relating to this
11 Agreement, the prevailing party shall be entitled to its costs, including a reasonable
12 attorney's fee.

13 45. RELATIONSHIP OF THE PARTIES. The parties agree that nothing
14 contained in this Agreement shall be deemed or construed as creating a partnership, joint
15 venture, association, principal-agent or employer-employee relationship between them or
16 between the City or any third person or entity.

17 46. AGREEMENT ORGANIZATION. The various headings in this
18 Agreement, the number of letters thereof, and the organization of this Agreement into
19 separate sections and paragraphs are for purposes of convenience only and shall not be
20 considered otherwise.

21 IN WITNESS WHEREOF, the parties have caused this document to be duly
22 executed with all formalities required by law as of the date first stated above.

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MARCH 8, 2021

March 8, 2021

March 15, 2021

THE ILLUMINATION FOUNDATION, a
public benefit corporation

By [Signature]
Name JOHN NG
Title CEO

By Pooja Bhalla
Name POOJA BHALLA
Title Executive Director

"Contractor"

CITY OF LONG BEACH, a municipal
corporation

By Linda J. Jackson
City Manager

"City"

**EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER**

This Agreement is approved as to form on MARCH 12, 2021.

CHARLES PARKIN, City Attorney

By [Signature]
Deputy

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MARCH 8, 2021

MARCH 8, 2021

THE ILLUMINATION FOUNDATION, a
public benefit corporation

By _____
Name JOHN NG
Title CFO

By P. Bhalla
Name POOJA BHALLA
Title Executive Director

"Contractor"

CITY OF LONG BEACH, a municipal
corporation

_____, 2021 By _____
City Manager

"City"

This Agreement is approved as to form on _____, 2021.

CHARLES PARKIN, City Attorney

By _____
Deputy

EXHIBIT “A-1”

City’s Request for Proposals No. HE21-019



City of Long Beach
Purchasing Division
411 West Ocean Boulevard, 6th Floor
Long Beach, CA 90802

City of Long Beach

Request For Proposals Number HE21-019

For Project Homekey Operation

Release Date	December 18, 2020
Optional Pre-Proposal Meeting	December 29, 2020
Deadline for Submitting Questions	December 31, 2020
Answers to All Questions Posted	January 5, 2021
Deadline for Submittal	January 8, 2021
Evaluation Period	January 9 to January 13, 2021
Selection of Contractor	On or about January 15, 2021
Effective Start Date	On or about February 16, 2021

City Contact: *Elisa Landeros* *Buyer I* *562-570-3835*

See Section 4 for instructions on submitting proposals.

Company Name _____ Contact Person _____

Address _____ City _____ State _____ Zip _____

Telephone (____) _____ Fax (____) _____ Federal Tax ID No. _____

E-mail: _____

Prices contained in this proposal are subject to acceptance within 90 calendar days.

I have read, understand, and agree to all terms and conditions herein. Date _____

Signed _____

Print Name & Title _____



City of Long Beach
Purchasing Division
411 West Ocean Boulevard, 6th Floor
Long Beach, CA 90802

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ATTACHMENTS

- A CERTIFICATION OF COMPLIANCE WITH TERMS AND CONDITIONS OF RFP
- B PRO-FORMA AGREEMENT
- C STATEMENT OF NON-COLLUSION
- D DEBARMENT, SUSPENSION, INELIGIBILITY CERTIFICATION
- E W-9 REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION
- F SECRETARY OF STATE REGISTRATION PRINTOUT
- G EQUAL BENEFITS ORDINANCE (EBO)
- H INSURANCE REQUIREMENTS

EXHIBITS

- A CITY COUNCIL PRESENTATION



City of Long Beach
Purchasing Division
411 West Ocean Boulevard, 6th Floor
Long Beach, CA 90802

1. **OVERVIEW OF PROJECT**

The City of Long Beach (City), Department of Health and Human Services (DHHS or Health Department), is seeking an operator for a 102-unit hotel property located at 1725 Long Beach Boulevard that will be acquired through the State of California Department of Housing and Community Development (State) Project Homekey (Homekey) program Notice of Funding Availability (NOFA). The hotel property is intended to be used for interim housing, and the City will provide funding to support operations and services at this site for up to two (2) years with a 12-month initial contract term. The City's goal is to expand the inventory of interim housing opportunities for people experiencing homelessness and in a COVID-19 high-risk category. This Request for Proposals (RFP) is intended to select a qualified service provider who can successfully operate this Project as interim housing with the required services for up to two (2) years, after which time the site might be converted to permanent supportive and affordable housing.

See Section 3 for more specifications about the scope of work.

BACKGROUND

In July of 2020, the State announced the availability of \$600 million in grant funding for the Homekey program to expand the inventory of housing for people experiencing homelessness or at risk of homelessness and impacted by COVID-19. \$550 million of these funds were provided from the State's direct allocation from the federal Coronavirus Relief Fund, and \$50 million were allocated from the State's General Fund to supplement the acquisition fund and provide initial operating subsidies for Homekey sites.

In September of 2020, the City received a conditional award from the State's Homekey program to purchase a 102-room hotel property with the intention of converting it into interim housing for people experiencing homelessness. The City has budgeted additional funds for needed accessibility and life safety upgrades to support operations for two (2) years, after which this property may be converted to permanent supportive housing units. The City funding for services and operations will be contracted through this solicitation and administered under contracts with the Health Department's Homeless Services Division. Accessibility and life safety upgrades are out of scope for this Contract but will also be administered by the Health Department's Homeless Services Division.

CURRENT NEED

Since 1987, the City has endeavored to address homeless individuals and families' needs through a process that engages a broad base of community stakeholders. This process encompasses the work of leaders from non-profit, faith-based, business, and educational organizations, employees, and volunteers to plan and provide a dynamic, comprehensive, coordinated system of services and programs that meet the specialized needs of people experiencing homelessness. This effort demands that each funded agency operates not



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only in terms of the agency's individual mission but also within the broader City-wide effort to end homelessness.

The 2020 Long Beach Point in Time Count identified 2,034 individuals experiencing homelessness on the streets, in emergency shelters, or transitional housing on January 23, 2020. Of these, 665 individuals and adults in families were identified as experiencing chronic homelessness. These metrics represent a slight increase in the population in comparison to the 2019 Point in Time Count. Additionally, hundreds of individuals and families visit the Multi-Service Center each month seeking assistance because they experience homelessness. Local prioritization is based on the current needs and the goals of the Opening Doors: Federal Strategic Plan to Prevent and End Homelessness. The Long Beach Continuum of Care (CoC) must establish an order of priority to ensure Long Beach CoC system performance and coordination is effectively meeting the needs within its jurisdiction.

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2. **ACRONYMS/DEFINITIONS**

For purposes of this RFP, the following acronyms/definitions will be used:

Awarded Contractor	The organization/individual that is awarded a contract with the City of Long Beach, California for the services identified in this RFP.
City	The City of Long Beach and any department or agency identified herein.
Contractor	Organization/individual submitting a proposal in response to this RFP.
Department / Division	City of Long Beach, Department of Health and Human Services (DHHS).
Evaluation Committee	An independent committee comprised solely of representatives of the City established to review proposals submitted in response to the RFP, evaluate the proposals, and select a Contractor.
May	Indicates something that is not mandatory but permissible.
RFP	Request for Proposals.
Shall / Must	Indicates a mandatory requirement. Failure to meet a mandatory requirement may result in the rejection of a proposal as non-responsive.
Should	Indicates something that is recommended but not mandatory. If the Contractor fails to provide recommended information, the City may, at its sole option, ask the Contractor to provide the information or evaluate the proposal without the information.
Subcontractor	Third party not directly employed by the Contractor who will provide services identified in this RFP.

2.1 **CODE OF FEDERAL REGULATIONS (CFR) TERMS AND ACRONYMS DEFINED**

I. At Risk of Homelessness: (Source: 24 CFR 576.2)

(1) An individual or family who:



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- (i) Has an annual income at or below 30 percent of median family income for the area, as determined by HUD;
- (ii) Does not have sufficient resources or support networks, e.g., family, friends, faith-based or other social networks, immediately available to prevent them from moving to an emergency shelter or another place described in paragraph (1) of the “homeless” definition in this section; and
- (iii) Meets one of the following conditions:
 - (A) Has moved because of economic reasons two or more times during the 60 days immediately preceding the application for homelessness prevention assistance;
 - (B) Is living in the home of another because of economic hardship;
 - (C) Has been notified in writing that their right to occupy their current housing or living situation will be terminated within 21 days after the date of application for assistance;
 - (D) Lives in a hotel or motel, and the cost of the hotel or motel stay is not paid by charitable organizations or by Federal, State, or local government programs for low-income individuals;
 - (E) Lives in a single-room occupancy or efficiency apartment unit in which there reside more than two persons or lives in a larger housing unit in which there reside more than 1.5 persons reside per room, as defined by the U.S. Census Bureau;
 - (F) Is exiting a publicly funded institution, or system of care (such as a health-care facility, a mental health facility, foster care or other youth facility, or correction program or institution);
- (2) A child or youth who does not qualify as “homeless” under this section, but qualifies as “homeless” under section 387(3) of the Runaway and Homeless Youth Act (42 U.S.C. 5732a(3)), section 637(11) of the Head Start Act (42 U.S.C. 9832(11)), section 41403(6) of the Violence Against Women Act of 1994 (42 U.S.C. 14043e–2(6)), section 330(h)(5)(A) of the Public Health Service Act (42 U.S.C. 254b(h)(5)(A)), section 3(m) of the Food and Nutrition Act of 2008 (7 U.S.C. 2012(m)), or section 17(b)(15) of the Child Nutrition Act of 1966 (42 U.S.C. 1786(b)(15)); or
- (3) A child or youth who does not qualify as “homeless” under this section, but qualifies as “homeless” under section 725(2) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a (2)), and the parent(s) or guardian(s) of that child or youth if living with her or him.

II. Homeless: (Source: 24 CFR 576.2)

- (1) An individual or family who lacks a fixed, regular, and adequate nighttime residence, meaning:
 - (i) An individual or family with a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings, including a car, park, abandoned building, bus or train station, airport, or camping ground;



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- (ii) An individual or family living in a supervised publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or by federal, State, or local government programs for low-income individuals); or
- (iii) An individual who is exiting an institution where he or she resided for 90 days or less and who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution;
- (2) An individual or family who will imminently lose their primary nighttime residence, provided that:
 - (i) The primary nighttime residence will be lost within 14 days of the date of application for homeless assistance;
 - (ii) No subsequent residence has been identified; and
 - (iii) The individual or family lacks the resources or support networks, e.g., family, friends, faith-based or other social networks, needed to obtain other permanent housing; or
- (4) Any individual or family who:
 - (i) Is fleeing, or is attempting to flee, domestic violence, dating violence, sexual assault, stalking, or other dangerous or life-threatening conditions that relate to violence against the individual or a family member, including a child, that has either taken place within the individual's or family's primary nighttime residence or has made the individual or family afraid to return to their primary nighttime residence;
 - (ii) Has no other residence; and
 - (iii) Lacks the resources or support networks, e.g., family, friends, faith-based or other social networks, to obtain other permanent housing.

III. Chronically Homeless: (Source: 24 CFR 578.3)

- (1) A "homeless individual with a disability" as defined in section 401(9) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11360(0)), who:
 - (i) Lives in a place not meant for human habitation, a safe haven, or in an emergency shelter; and
 - (ii) Has been homeless and living or residing in a place not meant for human habitation, a safe haven, or in an emergency shelter continuously for at least one year (12 months) or on at least four separate occasions in the last 3 years, where the cumulative total of the four occasions is at least one year (12 months) and each break in homelessness separating the occasions included at least 7 consecutive nights of not living as described in (1)(i). Stays in institutional care facilities of 90 days or less will not constitute as a break in homelessness, but rather such stays are included in the 12-month total, as long as the individual was living as described in (1)(i) before entering the institutional care facility; and
- (2) An individual who has been residing in an institutional care facility, including a jail, substance abuse or mental health treatment facility, hospital, or other similar facility,



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- for fewer than 90 days and met all of the criteria in paragraph (1) of this definition, before entering that facility; or
- (3) A family with an adult head of household (or if there is no adult in the family, a minor head of household) who meets all of the criteria in paragraph (1) or (2) of this definition, including a family whose composition has fluctuated while the head of household has been homeless.

IV. Activities of Daily Living (ADLs)

- (1) Term used to collectively describe fundamental skills that are required to independently care for oneself such as eating, bathing, and mobility. This is used as an indicator of an individual's functional status.

V. Continuum of Care (CoC)

- (1) A Continuum of Care (CoC) is a regional or local planning body that coordinates housing and services funding for homeless families and individuals.

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City of Long Beach
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3. SCOPE OF PROJECT

The purpose of this RFP is to select an operator for a 102-unit hotel property that the City will acquire through the Homekey program. This RFP will award funding to support client services and building operations for up to two (2) years with a 12-month initial contract period. The additional beds of interim housing made available by this Project will be prioritized for people experiencing homelessness with underlying health conditions and/or who are 65 years of age or older. Within the Project, there will be twenty (20) units that are operated as triage units while assessing persons for an interim housing project, and three (3) two-bedroom units that will be available to families for short-term stays as they are linked with the Families Solution Center (FSC). The vendor will also be expected to provide basic property maintenance services, including custodial and on-site security.

Eligibility Requirements

To be eligible to apply to this RFP, proposers must demonstrate fiscal, staffing, and budgetary capacity to operate an interim housing program. The Proposer may meet the requirements specified in this RFP in its entirety or may partner with other organizations or subcontractors to perform the scope of work. In addition, applicants must meet the following conditions:

- a. The applicant must be a non-profit organization;
- b. The applicant must have at least two years of experience providing homeless services or similar social services;
- c. The applicant must have a Dun and Bradstreet Universal Numbering System (DUNS) number;
- d. The 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; and
- e. The 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.

Population to be Served

The primary population to be served by this Project are adults experiencing homelessness with underlying health issues (in a COVID-19 high-risk category). The program will also be serving persons who are in the process of being triaged and linked with other interim housing programs. The program may serve up to three (3) families at a time where there is a legal guardian with a minor child.



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Most persons served within the Project will have complex health issues; however, they will be expected to do their Activities of Daily Living (ADLs) with minimal assistance and coordinated with their health care. For persons who need additional care, the Awarded Contractor can coordinate with the City Homeless Services Division to look at higher care options within the City.

Service Expectations

Funding will be provided through a contract with the City. The Awarded Contractor will be responsible for operating an interim housing program at the awarded site for up two (2) years with a 12-month initial contract period. These services may be provided by the Awarded Contractor directly or through partners or subcontractors. The City has identified \$4 million in funding to operate the interim housing program, client services, and building operations in the two-year period. The building and essential utilities such as Water, Gas, and Electric Services (See "Other Requirements" below) will be provided to the operator at no cost.

As described below, the Awarded Contractor shall ascribe to the principles of Housing First, Trauma-Informed Care, and Harm Reduction, all evidence-based approaches to effectively serve the homeless population in this property.

Housing First:

The agency shall adhere to Housing First principles. Housing First is a model of housing assistance that prioritizes rapid placement and stabilization in permanent housing and does not have service participation requirements or preconditions such as sobriety or a minimum income threshold. Projects using a Housing First approach often offer supportive services to maximize housing stability and prevent returns to homelessness; however, participation in these services is based on program participants' needs and desires.

Trauma-Informed Care:

The Awarded Contractor must incorporate the principles of trauma-informed care into service plans. Trauma-informed care is defined as approaching service provision with a thorough understanding of the specific impact that trauma has on each household receiving services. The Awarded Contractor must treat every program participant and household according to their unique traits, needs, strengths, risk factors, and engagement style, and will ensure staff and volunteers are trained to respond to clients in a way that accounts for each participant's history, needs, and characteristics.

Harm Reduction:

Facilities awarded through this RFP must be operated according to the harm reduction model, ensuring that participants will not face the loss of housing, ineligibility, or termination from the program due to their inability to stop engaging in risky or harmful behaviors, aiming instead to reduce the negative consequences of such behavior, utilizing all possible interventions and support. In support of this model, the Awarded Contractor's staff will have received intervention training in the case of emergencies caused by substance abuse,



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including the administration of Naloxone to reverse the effects of an opioid overdose. The Awarded Contractor will also directly, or through partners or subcontractors, provide access to clinical staff, including but not limited to Licensed Clinical Social Workers, Masters of Social Work, Marriage and Family Therapists, and other mental health professionals to address the psychological stressors that often underlie such harmful behaviors, thereby preventing or reducing negative consequences.

Other Requirements

At a minimum, the selective operator should provide the following requirements and supportive services on site:

Service	Description
Additional Utilities	The City will cover Water, Electricity, and Gas. The Awarded Contractor shall provide access to TV and Internet services to support participant engagement and reduce the effects of isolation, as the site is practicing safer at home guidelines.
Cleaning	The site must be kept in a clean manner, ensuring that shared space is being cleaned and serviced regularly. Participant rooms must receive basic cleaning and maintenance services weekly at a minimum, during which participants must be provided with fresh linens and hygiene supplies as needed. There are no industrial washers on-site, so the provider will either purchase/lease industrial washing equipment or hire a subcontractor.
Coordinated Entry System	The Awarded Contractor shall collaborate with the broader Continuum of Care (CoC) system in Long Beach, including participating in the Long Beach Coordinated Entry System (CES) to ensure that persons experiencing homelessness will have access to the same resources, referrals, and assessment and prioritization process. The agency will participate in the CoC's CES intake process, including direct service for and referrals to appropriate homeless programs, prevention and diversion, mainstream resources, and housing. The agency will participate in CoC meetings, any relevant subcommittees, training opportunities, and technical assistance that support quality service delivery within the system of care.
Individual Stability Plan	Following intake and assessment, Case Managers must develop a Housing and Services Plan in coordination with the participant. The Plans will be updated as the participant's situation changes, and steps are completed or revised accordingly.



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Meals	Meals or meal support must be provided for participants that have an income below \$500 a month. Meals should account for dietary restrictions. Drinking water must be available and safely dispensed for program participants.
Mental and Physical (Primary) Health Services	Staff and volunteers must be regularly trained on common physical (primary) and mental health problems of people experiencing homelessness and how to obtain needed and appropriate services.
Participant-Centered Case Management	The Awarded Contractor will be required to provide a plan to provide Housing-Focused Case Management Services to assist residents to move forward in accessing permanent housing through referrals to housing programs (such as Rapid Rehousing, affordable housing, etc.). This includes but is not limited to support with completing housing applications, accompanying the resident to housing appointments and/or leasing appointments.
Problem Solving/Diversion	The Awarded Contractor must agree to ongoing assessment for the possibility of diversion to assist the participant in self-resolving their housing crisis and/or making reasonable efforts to re-connect with supportive family and/or friends who could temporarily or permanently house the potential resident. At referral to the program, all participants will have had an initial problem-solving conversation.
Program Intake	The Awarded Contractor must allow for intake of new residents at least five (5) days a week during regular business hours and as long as beds are available. For the twenty (20) triage beds, the provider must have a process to conduct a short intake process between the hours of 5 PM-8 PM Monday-Friday and on the weekend during business hours.
Service Animals, Emotional Support Animals (ESAs) and Pets	Facilities must be equipped to accommodate participants' service animals and animal companions, ensuring low-barrier access and a welcoming, non-discriminatory space for people with disabilities.
Site Security	The Awarded Contractor will be required to have in-person security on-site at all times. Security must have an active guard card and be distinguishable as security through uniform. An agency may choose to staff its own security as long as the above requirements are met.
Substance Use Disorder Services	Residents must be provided with referrals to substance use disorder services as requested. At a minimum, this must include providing regular training about substance use disorders and how to obtain needed and desired services as appropriate.



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Social Distancing	DHHS takes infection control very seriously, and the safety of City staff, project participants, and contractors is the highest priority. The Awarded Contractor must abide by all Federal, State, and Local guidance around public health orders. While present at the shelter sites, all personnel will be required to wear proper PPE while maintaining a minimum of 6-feet distance from all other individuals. The site operator will be responsible for providing PPE to staff and program participants as needed. Please refer to the City's Safer at Home Order for Control of COVID-19 for additional guidance in reducing the spread of COVID-19.
Transportation	Transportation services must be available to participants to support them with getting to essential appointments and coordinating services. Transportation can be provided through taxi vouchers or public transportation assistance.

Program Requirements

Certification of Homelessness or At-Risk of Homelessness: The Long Beach CoC has standardized certification documents to meet HUD recordkeeping requirements for 3rd Party Verification, self-certification, and due diligence efforts of providers to obtain necessary back up documentation of eligibility.

Program Participant Eligibility: Funding must be used for the sole benefit of homeless persons or persons at-risk for homelessness in Long Beach. Agencies awarded funds are required to ensure that all program participants meet the project's applicable eligibility requirements. At a minimum, this requires an initial evaluation – conducted in accordance with the coordinated assessment and written standards – to determine 1) the eligibility of each individual or family for assistance and 2) the amount and types of assistance needed to (re)gain stability in permanent housing.

All program participants must meet the specific criteria for each component type identified in the requirements set forth in the Long Beach CoC Written Standards. Applicants approved for funding must be able to document that the persons served are “homeless” or “at-risk of homelessness” as defined in 24 CFR § 576.2, using Long Beach CoC standardized forms.

Confidentiality: Any agency receiving funds must develop and implement procedures to ensure the following: 1) All records containing personally identifying information (as defined in HUD's standards for participation, data collection, and reporting in a local HMIS) of any individual or family who applies for and/or receives assistance will be kept secure and confidential; 2) The address or location of any domestic violence, dating violence, sexual assault, or stalking shelter project assisted will not be made public, except with the written authorization of the person responsible for the operation of the shelter; and; 3) The address



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or location of any housing of a program participant will not be made public, except as provided under a preexisting privacy policy of the recipient or sub-recipient and consistent with state and local laws regarding privacy and obligations of confidentiality.

Universal Assessment: The Awarded Contractor shall utilize the universal assessment tool adopted by the Long Beach CoC to assess program participants' housing and service needs.

Coordination with other resources: Subrecipients must coordinate and integrate, to the maximum extent practicable, activities with other programs targeted to people experiencing homelessness in Long Beach: mainstream benefits, housing, health, social services, employment, education, and youth programs for which individuals and families are experiencing or at-risk of homelessness may be eligible. The subrecipients must also assist each program participant, as needed, to obtain: (1) Appropriate supportive services, including assistance in obtaining permanent housing, medical health treatment, mental health treatment, counseling, linkage to mainstream benefits, and other services essential for achieving independent living; and (2) Other Federal, State, Local, and Private assistance available to assist the program participant in obtaining housing stability.

Homeless Management Information System (HMIS) Participation: The Awarded Contractor is required to participate in the Long Beach HMIS, with program participant data entry required daily for service coordination purposes. However, legal services providers electing to use a comparable system or victim service providers whose primary mission is to provide services to victims of domestic violence, dating violence, sexual assault, or stalking are prohibited from entering personally identifying information into HMIS, therefore must utilize a comparable database. The comparable database must ultimately meet the requirements set forth by HUD in 24 CFR part 580. A review of the comparable system will be conducted for any awarded agencies that are victim service providers or legal services providers.

Reporting: The Awarded Contractor will be required to submit quarterly performance reports and additional reports as needed upon request on outputs and outcomes, including information on the number and demographics of participants served to date and/or reports required by the State. Quarterly reports are due within ten days of each quarter's end for the period of program operation—additional submissions as needed until the grant is closed out.

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4. **SUBMITTAL INSTRUCTIONS**

4.1 **For questions regarding this RFP, submit all inquiries via email to rfppurchasing@longbeach.gov by 11:00 AM on 12/31/2020.** Responses to the questions will be posted on the City's website longbeach.gov/purchasing under the "Bids/RFPs" tab no later than the date and time shown below. All proposers are recommended to visit the abovementioned City website on a regular basis as the responses may be posted earlier than the date above.

4.1.1 The City will not be responsible for or bound by (1) any oral communication or (2) any other information or contact that occurs outside the official communication process specified herein, unless confirmed in writing by the City Contact.

4.2 **RFP Timeline (times indicated are Pacific Time)**

Optional Pre-Proposal Meeting	December 29, 2020 at 11:00 AM
Deadline for Submitting Questions	December 31, 2020 at 11:00 AM
Answers to All Questions Posted	January 5, 2021 at 11:00 AM
Deadline for Submittal	January 8, 2021 at 11:00 AM
Evaluation Period	January 9 to January 13, 2021
Selection of Contractor	On or about January 15, 2021

NOTE: These dates represent a tentative schedule of events. The City reserves the right to modify these dates at any time, with appropriate notice to prospective Contractors.

4.2.1 Optional Pre-Proposal Meeting

An optional pre-proposal meeting is scheduled for **December 29, 2020 at 11:00 AM**, hosted by WebEx. The purpose of this conference is to provide answers to questions regarding the RFP document. It is recommended that Proposers have access to view the RFP document during this meeting, as copies will not be available.

Meeting attendees will need a video capable device and use the following link:
<https://longbeachcity.webex.com/longbeachcity/j.php?MTID=m9305c80c18c1f21a4ab9e02a3a5e7aca>

The password is 1234. The dial-in option to attend via phone can be reached at 1-213-306-3065 with access code 146 835 5380.



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RSVPs are not required, but helpful in determining the required City staff needed to assist at the meeting. Please use the "RSVP" button on the PlanetBids site to RSVP prior to the pre-proposal meeting.

4.3 Method of Submission

Electronic proposals shall be submitted via the City's secure online bidding system. All required sections of the proposal must be submitted via the website. Proposer is solely responsible for "on time" submission of their electronic narrative proposal and cost proposal. The Bid Management System will not accept late proposals and no exceptions shall be made. Proposers will receive an e-bid confirmation number with a time stamp from the Bid Management System indicating that their proposal was submitted successfully. The City will only receive those proposals that were transmitted successfully.

RFP cover page shall be signed in ink, scanned and included with narrative proposal in the electronic proposal submission.

Submit proposal online at:

<http://www.planetbids.com/portal/portal.cfm?CompanyID=15810>

- 4.4 **Proposals must be received by 11:00 AM PST on January 8, 2021.** Proposals that do not arrive by the specified date and time WILL NOT BE ACCEPTED. Proposers may submit their proposal any time prior to the above stated deadline. The City will not be held responsible for proposal envelopes mishandled because of the envelope not being properly prepared. Facsimile or telephone proposals will NOT be considered unless otherwise authorized; however, proposals may be modified by fax or written notice provided such notice is received prior to the opening of the proposals.
- 4.5 Proposals are to be prepared in such a way as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of this RFP, per the evaluation criteria listed in Section 5.1. The proposal should be presented in a format that corresponds to and references Section 3, Scope of Project; Section 7, Project Specifications; Section 8, Warranty/Maintenance and Service; Section 9, Company Background and References; and Section 10, Cost, and should be presented in the same order. Responses to each section and subsection should be labeled so as to indicate which item is being addressed.
- 4.6 Colored displays, promotional materials, etc., are not necessary or desired. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content.



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- 4.7 The proposal must be signed by the individual(s) legally authorized to bind the Contractor. Contractors shall complete the cover page of the RFP document, sign in ink, and submit electronically with their narrative/technical proposal.
- 4.8 If complete responses cannot be provided without referencing supporting documentation, such documentation must be provided with the proposal and specific references made to the tab, page, section and/or paragraph where the supplemental information can be found.
- 4.9 Descriptions on how any and all equipment and/or services will be used to meet the requirements of this RFP shall be given, in detail, along with any additional information documents that are appropriately marked.
- 4.10 Proposals shall be submitted in two (2) distinct parts - the **narrative/technical proposal** and the **cost proposal**. THE NARRATIVE/TECHNICAL PROPOSAL MUST NOT INCLUDE COST AND PRICING INFORMATION. The narrative/technical proposal will be reviewed first and then the cost proposal. Therefore, each part should be **uploaded separately but submitted together**.
- 4.12 **A responsive proposal will include the following completed documents:**
- **Narrative/Technical Proposal** prepared in the following format:

SECTION
Table of Contents
Section 1. Application Cover Sheet <ul style="list-style-type: none">• <i>1 page cover letter.</i>
Section 2. Company Background & References <ul style="list-style-type: none">▪ <i>Provide information from Sections 9.1 (Company Background), 9.2, 9.3, 9.4. for the Proposer and all subcontractors</i>
Section 3. Organizational Capacity <ul style="list-style-type: none">▪ <i>Provide information from Section 9.1 (Organizational Capacity) for the Proposer and all subcontractors</i><ul style="list-style-type: none">• <i>Describe steps that your agency will take to ensure that your agency will be able to begin to accept participants and provide services at the site in late February.</i>
Section 4. Project Description <ul style="list-style-type: none">▪ <i>No more than 15 pages describing the proposed solution, given the Scope of Project and Service Requirements detailed in Section 3. Proposers responses must also answer the following questions:</i><ul style="list-style-type: none">• <i>How will your agency incorporate housing first, harm reduction and trauma informed care into the program?</i>• <i>How will management and direct service staff be trained and onboarded for this program?</i>



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- *Describe your staffing plan and how it will cover the service responsibilities required of this program.*
- *Describe how your agency will provide all operational needs of the site.*
- *How your program will receive and incorporate participant feedback?*
- *Describe your safety plan for staff and participants at the site.*

Section 5. Coordination and Collaboration

- *Approximately 1 page describing the proposed approach to collaboration with the Long Beach Coordinated Entry System (CES)*

Section 6. Performance Monitoring Plan

- *Approximately 1-3 pages describing the proposed approach to meeting the performance measures detailed in Section 7.*
- *If relevant, propose any additional metrics that will be tracked to assess the success of the program.*
- *Detail your how your leadership and management team will actively work with the team to address performance concerns.*

- **Cost Proposal** as described in Section 10
- **City Required Forms** shall be one separate file and uploaded separately from the technical/narrative and cost proposals on the general attachment tab in PlanetBids:
 - Attachment A – Compliance with the Terms and Conditions of the RFP, signed with any exceptions noted
 - Attachment C – Statement of Non-Collusion, signed and dated
 - Attachment D – Debarment, Suspension, Ineligibility and Voluntary Exclusion Certificate, signed and dated
 - Attachment E – Contractor's W-9
 - Attachment F – Secretary of State Registration. Contractors must be registered with the California Secretary of State prior to contract execution. Submission of Attachment F with the proposal is not mandatory; however, if the Proposer has already filed, it may be uploaded as a general attachment.
 - Attachment G – Completed, signed and dated Equal Benefits Ordinance (EBO) Form.
- Addenda (if any)
- Financial Stability Document/Statements – See Section 9.1

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5. PROPOSAL EVALUATION AND AWARD PROCESS

- 5.1 Proposals shall be consistently evaluated based upon the following criteria:
- 5.1.1 Demonstrated competence;
 - 5.1.2 Experience in performance of comparable engagements;
 - 5.1.3 Expertise and availability of key personnel;
 - 5.1.4 Financial stability;
 - 5.1.5 Conformance with the terms of this RFP; and
 - 5.1.6 Reasonableness of cost.
- 5.2 Proposals shall be kept confidential until a contract is awarded.
- 5.3 The City may also contact the references provided in response to Section 9.3; contact any Proposer to clarify any response; contact any current users of a Proposer's services; solicit information from any available source concerning any aspect of a proposal; and seek and review any other information deemed pertinent to the evaluation process. The City shall not be obligated to accept the lowest priced proposal, but shall make an award in the best interests of the City of Long Beach.
- 5.4 The City reserves the right to request clarification of any proposal term from prospective Contractors.
- 5.5 Selected Contractor(s) will be notified in writing. Any award is contingent upon the successful negotiation of final contract terms. Negotiations shall be confidential and not subject to disclosure to competing Contractors unless and until an agreement is reached. If contract negotiations cannot be concluded successfully, the City reserves the right to negotiate a contract with another Contractor or withdraw the RFP.
- 5.6 Any contract resulting from this RFP shall not be effective unless and until approved by the City Council / City Manager, as applicable.

6. PROTEST PROCEDURES

6.1 Who May Protest

Only a proposer who has actually submitted a proposal is eligible to protest a contract awarded through a Request for Proposals ("RFP"). A proposer may not rely on the protest submitted by another proposer but must pursue its own protest.

6.2 Time for Protest

The City will post a notice of the intent to award a contract at least ten (10) business days before an award is made. The notice will be available to all proposers who



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submitted a proposal via the City's electronic bid notification system at <http://www.longbeach.gov/purchasing/default.asp>. A proposer desiring to submit a protest for a proposal must do so within five (5) business days of the electronic notification of intent to award. The City Purchasing Agent must receive the protest by the close of business on the fifth (5th) business day following posting of notification of intent to award the Contract. Proposers are responsible for registering with the City's electronic bid notification system and maintaining an updated Contractor profile. The City is not responsible for proposers' failure to obtain notification for any reason, including but not limited to failure to maintain updated email addresses, failure to open/read electronic messages and failure of their own computer/technology equipment. The City's RFP justification memo will be available for review by protestors once the notification of intent to award has been posted via the City's electronic bid notification system.

6.3 Form of Protest

The protest must be in writing and signed by the individual who signed the proposal or, if the Proposer is a corporation, by an officer of the corporation, and addressed to the City Purchasing Agent. Protests may be submitted via US Mail, hand delivery or email, and must include a valid email address, street address and phone number sufficient to ensure that the City's decision concerning the protest will be received. Protests must set forth a complete and detailed statement of the grounds for the protest and include all relevant information to support the grounds stated, and must refer to specific portions of the RFP and attachments upon which the protest is based. Once the protest is received by the City Purchasing Agent, the City will not accept additional information on the protest unless the City requests it.

6.4 City Response to Protest

The City Purchasing Agent or designee will respond with a decision regarding the protest within two (2) business days of receipt of protest by email or US Mail to the address provided in the protest. This decision shall be final.

6.5 Limitation of Remedy

The procedure and time limits set forth herein are mandatory and are the Proposer's sole and exclusive remedy in the event of a protest. The Proposer's failure to comply with these procedures shall constitute a waiver of any right to further pursue a protest, including filing a Government Code Claim or initiation of legal proceedings.

7. **PERFORMANCE MEASURES**

The Long Beach CoC performance measures are designed to assist the Awarded Contractor in measuring success. Though DHHS will be tracking the awarded agency's individual



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performance, that performance will also be viewed within the system of programs of the CoC. The Homeless Services Division (HSD) will consider the below targets when looking at the Awarded Contractor's performance. HSD will assess a similar program's performance as well as the overall performance of the City's system when assessing the performance of this individual Project Homekey program.

Project Homekey is unique in its response and approach to serving participants. The HSD has created targets and will be tracking outcomes. In support of this, meetings will be held with the Awarded Contractor quarterly to discuss performance metrics, data tracking, and opportunities to correct or improve performance. In addition to reporting on outcomes, the City will ask the Awarded Contractor to provide a quarterly narrative regarding the program's operations. Below are the targets that have been identified for this program.

- The operator shall maintain a 95% occupancy of units within the program.
- 40% of participants exit to a permanent housing destination. This excludes participants within the triage units and participants who transfer to another shelter or higher care level.
- The average length of stay within the program is less than nine (9) months.

8. **WARRANTY/MAINTENANCE AND SERVICE**

Not applicable.

9. **COMPANY BACKGROUND AND REFERENCES**

9.1 Primary Contractor Information

Company Background: Proposers must provide company background that includes:

- Company ownership. If incorporated, the State in which the company is incorporated and the date of incorporation. An out-of-state Contractor must register with the State of California Secretary of State before a contract can be executed (<http://www.sos.ca.gov/business/>).
- Location of the company offices.
- Location of the office servicing any California account(s).
- Number of employees both locally and nationally. Specify the number of full time and part-time employees residing in Long Beach.
- Location(s) from which employees will be assigned.
- Name, address and telephone number of the Contractor's point of contact for a contract resulting from this RFP.
- **Financial stability: Proposers must provide financial statements giving the City enough information to determine financial stability.** These statements may include, but are not limited to:



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- a) Financial Statement or Annual Report;
- b) Business tax return;
- c) Statement of income and related earnings;

The level and term of documentation required from the Proposer to satisfy the City will be commensurate with the size and complexity of the Contract and proposers should submit accordingly. If the information submitted by the Proposer, or available from other sources, is insufficient to satisfy the City as to the Proposer's contractual responsibility, the City may request additional information from the Proposer or may deem the proposal non-responsive. The City's determination of the Proposer's responsibility, for the purposes of this RFP, shall be final.

Organizational capacity: proposers must provide information on the organizational capacity that includes:

- Company background/history and why Proposer is qualified to provide the services described in this RFP.
- Length of time the Proposer has been providing services described in this RFP to the **public and/or private sector**. Please provide a brief description.
- Resumes for key staff to be responsible for the performance of any contract resulting from this RFP.

9.2 Subcontractor Information

9.2.1 Does this proposal include the use of subcontractors?

Yes _____ No _____ Initials _____

If "Yes", Contractor must:

- 9.2.1.1 Identify specific subcontractors and the specific requirements of this RFP for which each proposed subcontractor will perform services.
- 9.2.1.2 Provide the same information for any subcontractors as is indicated in Section 9.1 for the Contractor as primary contractor.
- 9.2.1.3 References as specified in Section 9.3 below must also be provided for any proposed subcontractors.
- 9.2.1.4 The City requires that the awarded Contractor provide proof of payment of any subcontractors used for this Project. Proposals shall include a plan by which the City will be notified of such payments.



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- 9.2.1.5 Primary contractor shall not allow any subcontractor to commence work until all insurance required of subcontractor is obtained.

9.3 References

Proposers should provide a minimum of five (5) references from similar projects performed for State and/or large local government program participants within the last three years. Information provided shall include:

- Program participant name;
- Project description;
- Project dates (starting and ending);
- Staff assigned to reference engagement that will be designated for work per this RFP;
- Program participant project manager name and telephone number.

9.4 Business License

The Long Beach Municipal Code (LBMC) requires all businesses operating in the City of Long Beach to pay a business license tax. In some cases, the City may require a regulatory permit and/or evidence of a State or Federal license. Prior to issuing a business license, certain business types will require the business license application and/or business location to be reviewed by the Development Services, Fire, Health, and/or Police Departments.

For more information, go to www.longbeach.gov/finance/business_license.

10. **COST**

Applicants are required to submit a competitive 12-month budget as part of the submission, which should include a breakdown of monthly costs and aggregate costs for the full contract period. Please note that the budget should not exceed 12% in total for administration costs.

The total amount of funding estimated to be available for the City's Homekey program for operations for the two years will be approximately \$4 million, funded by \$2.4 million in the State's Homekey match funds and \$1.6 million in other Federal and State grant funds.

Cost proposals should consider the following costs:

Budget Item	Guidance
Staffing	



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Project Manager/Director	
Shift Supervisor	1 shift supervisor required on site at all times
Site Monitor	Minimum 2 site monitors required at all times
Case Manager	Minimum 2 case managers required
Security	Minimum 1 security required at all times
Janitorial/Maintenance	Participant rooms must be offered to be cleaned weekly, with new linens available weekly.
Operating Costs	
Utilities	Covered by the City
Building Maintenance	Covered by the City
Office Supplies	
Hygiene/Room Supplies	
PPE	
Cleaning Supplies	
Linens & Materials	Replace worn-out linens, pillows, blankets, etc.
Cable	
WiFi (Internet Connection)	
Food Support	Food for residents that have under \$500 income
Drinking-Water	
Insurance Costs	
Transportation	Support to provide transport to essential appointments
IT Support	
Staff Development/Training	
Administration	Capped at 12% of the total budget

11. **BONDS**

Not applicable.



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12. ADDITIONAL REQUIREMENTS FROM FUNDING SOURCE

Any Contract arising from this procurement process shall be funded in whole or in part from various granting entities. Pursuant to said grants, the Awarded Consultant is required to comply with (and to incorporate into its agreements with any sub-consultants) the following provisions in the performance of the Contract, as applicable.

- 12.1 Order of Precedence - In the event of conflicts or discrepancies between these Federal grant funding provisions and any other Contract document, the Federal grant provisions shall take precedence.
- 12.2 Access to Contractor's Records - The Awarded Contractor shall provide the City, the Office of State and Local Government Coordination and Preparedness, the Comptroller General of the United States, or any of their authorized representatives, access to any books, documents, papers, and records of the Awarded Contractor which are directly pertinent to the work performed under the Contract for the purposes of making audit, examination, excerpts or transcriptions.
- 12.3 Americans with Disabilities Act- The Awarded Contractor hereby certifies that it will comply, as applicable, with the Americans with Disabilities Act of 1990 ("ADA"), 42 USC §§ 12101 et seq., and its implementing regulations, including Subtitle A, Title II of the ADA. The Awarded Contractor will provide, as applicable, reasonable accommodations to allow qualified individuals with disabilities to have access to and to participate in its programs, services and activities in accordance with the provisions of the ADA. The Awarded Contractor will not discriminate against persons with disabilities nor against persons due to their relationship to or association with a person with a disability. Any contract entered into by the Awarded Contractor (or any subcontract thereof), relating to this Agreement, shall be subject to the provisions of this paragraph.
- 12.4 Compliance with Contract Work Hours and Safety Standard Act – The Awarded Contractor shall comply with the requirements of §§ 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C §§ 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5).
- 12.5 Compliance with Copeland "Anti-Kickback" Act – The Awarded Contractor shall comply with the requirements of the Copeland "Anti-Kickback" Act (18 U.S.C. § 874) as supplemented in the Department of Labor regulations (29 CFR Part 3).
- 12.6 Compliance with Davis-Bacon Act – The Awarded Contractor shall comply with the requirements of the Davis-Bacon ACT (40 U.S.C. §§ 276 to 276-a7) as supplemented by Department of Labor regulations (29 CFR Part 5) where applicable and shall provide the City with all applicable payroll records on a weekly basis.



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- 12.7 Copyright - The Awarded Contractor acknowledges the existence of requirements and regulations of the awarding Federal agency relating to copyrights and right in data, including, but not limited to those set forth in 44 CFR Part 13.34 which states: "The Federal awarding agency reserves royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes: (a) The copyright in any work developed under a grant, subgrant, or contract under a grant or subgrant; and (b) Any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support." The Awarded Contractor shall comply with 25 CFR 85.34.
- 12.8 Drug-Free Workplace - The Awarded Contractor hereby certifies that it shall provide or shall continue to provide a drug-free workplace as required by the Drug-Free Workplace Act of 1988 (41 U.S.C. § 701), and implemented at 44 CFR Part 17.
- 12.9 Energy Efficiency - The Awarded Contractor shall comply with all mandatory standards and policies relating to energy efficiency that are contained in the State of California's energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L.94-163, 89 Stat. 871).
- 12.10 Environmental Legislation - The Awarded Contractor shall comply with all applicable standards, orders or requirements issued under § 306 of the Clean Air Act (42 U.S.C. 1857 (h)), § 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15).
- 12.11 System for Award Management (SAM) - In accordance with Executive Orders 12549 and 12689 concerning suspension and debarment, contracts must prohibit contractors from awarding any subcontract to persons (individuals or organizations) listed as having an active exclusion of the Federal System for Awards Management Database (www.sam.gov).
- 12.12 Minority, Women and Other Business Enterprise Outreach – In accordance with CalEMA/Grantor directives, as applicable, firms who represent small business enterprises (SBEs), minority business enterprises (MBEs) and women business enterprises (WBEs) are encouraged to participate in competition for this opportunity. Any such enterprise shall include the appropriate SBE/MBE/WBE certification along with its proposal. The Awarded Contractor agrees that, to the extent contractors or subcontractors are utilized, the Awarded Contractors shall use small, minority, women-owned, or disadvantaged business concerns and contractors or subcontractors to the extent practicable and shall take the affirmative steps as set forth in 44 CFR §13.36(e).
- 12.13 National Preservation Acts -The Awarded Contractor shall assist City (if necessary) in assuring compliance with § 106 of the National Historic Preservation Act of 1966 (16 U.S.C. § 470), Executive Order 11593 (identification and protection of historic



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properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469 a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321).

- 12.14 Non-discrimination; Equal Employment Opportunity - The Awarded Contractor hereby assures the City that in performing its obligations pursuant to the Contract, it will comply with all applicable nondiscrimination requirements as set forth in 44 CFR Part 13.36. In addition, the Awarded Contractor shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Opportunity Employment," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60), and where applicable to the nondiscrimination provisions of the Omnibus Crime Control and Safe Street Acts of 1968 (42 U.S.C. § 3789d), the Victims of Crimes Act (42 U.S.C. § 10604(e)), the Juvenile Justice and Delinquency Prevention Act (42 U.S.C. § 5672(b)), the Civil Rights Act of 1964 (42 U.S.C. § 2000d), the Rehabilitation Act of 1973 (29 U.S.C. § 794), the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12131-34), the Education Amendments of 1972 (20 U.S.C. §§ 1681, 1683, 1685-86), and the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07), see Executive Order 13279 (equal protection of the laws for faith-based and community organizations). This provision must be incorporated by Awarded Contractor into any subcontract exceeding \$10,000.
- 12.15 Patent Rights- The Awarded Contractor acknowledges the existence of requirements and regulations of the awarding Federal agency relating to patent rights with respect to any discovery or invention which arises or is developed in the course or under this Contract, including, but not limited to those regulations and requirements set forth in 44 CFR Part 13.36. Any discovery or invention that arises during the course of this Contract shall be immediately reported to the Department's project management team. The awarding Federal agency shall determine how rights in the invention/discovery shall be allocated consistent with "Government Patent Policy" and 37 CFR Part 401.
- 12.16 Payments, Reports, Records, Retention and Enforcement - The Awarded Contractor acknowledges the requirements and regulations set forth in 44 CFR Parts 13.36 through 13.42 and 49 CFR Part 18 and agrees to cooperate with the City in order to allow the City to comply with said requirements. The Awarded Contractor shall retain all of its records relating to the Project for a period of five (5) years after City makes final payment to the Awarded Contractor and all other pending matters are closed.
- 12.17 Publications – All publications created and/or published with funding under any contract arising from this RFP shall prominently contain the following statement: "This document was prepared under a grant from FEMA's Grant Programs Directorate, U.S. Department of Homeland Security. Points of view or opinions in this document are those of the author(s) and do not necessarily represent the official position or policies of FEMA's Grant Programs Directorate or the U.S. Department of Homeland Security."



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- 12.18 Rights to Data – The Grantor and the City shall have unlimited rights or copyright license to any data first produced or delivered under this Agreement. “Unlimited rights” means the right to use, disclose, reproduce, prepare derivative works, distribute copies to the public and perform and display publicly, or permit others to do so; as required by 48 CFR 27.401. Where the data are not first produced under this Contract or are published copyrighted data with the notice of 17 U.S.C § 401 or 402, the Grantor acquires the data under copyright license as set forth in 48 CFR 27.404(f)(2) instead of unlimited rights (4 CFR 27.404(a)).
- 12.19 Rights to Use Inventions – City and all grantors and/or awarding Federal Agency shall have an unencumbered right, and a non-exclusive, irrevocable, royalty –free license, to use, manufacture, improve upon and all others to do so for all governmental purposes, any invention developed under the Contract.

13. TERMS, CONDITIONS AND EXCEPTIONS

- 13.1 This Contract will be for a period of approximately twelve (12) months, beginning on February 16th, 2021. There may be potential to renew for an additional twelve (12) months, depending on the availability of funding and performance quality at the end of this period, at the discretion of the City. The City reserves the option to amend subcontracts awarded through this RFP at an equal, lesser, or greater amount contingent upon satisfactory performance, availability of funds, demonstrated need, and project outcomes.
- 13.2 The City reserves the right to alter, amend, or modify any provisions of this RFP, or to withdraw this RFP, at any time prior to the award of a contract pursuant hereto, if it is in the best interest of the City to do so.
- 13.3 The City reserves the right to waive informalities and minor irregularities in proposals received.
- 13.4 The City reserves the right to reject any or all proposals received prior to contract award.
- 13.5 The City shall not be obligated to accept the lowest priced proposal, but will make an award in the best interests of the City of Long Beach after all factors have been evaluated.
- 13.6 Any irregularities or lack of clarity in the RFP should be brought to the Purchasing Division designee’s attention as soon as possible so that corrective addenda may be furnished to prospective Contractors.
- 13.7 Proposals must include any and all proposed terms and conditions, including, without limitation, written warranties, maintenance/service agreements, license agreements,



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lease purchase agreements and the Contractor's standard contract language. The omission of these documents may render a proposal non-responsive.

- 13.8 Alterations, modifications or variations to a proposal may not be considered unless authorized by the RFP or by addendum or amendment.
- 13.9 Proposals which appear unrealistic in the terms of technical commitments, lack of technical competence, or are indicative of failure to comprehend the complexity and risk of this Contract, may be rejected.
- 13.10 Proposals may be withdrawn by written or facsimile notice received prior to the proposal opening time.
- 13.11 The price and amount of this proposal must have been arrived at independently and without consultation, communication, agreement or disclosure with or to any other contractor, Contractor or prospective Contractor.
- 13.12 No attempt may be made at any time to induce any firm or person to refrain from submitting a proposal or to submit any intentionally high or noncompetitive proposal. All proposals must be made in good faith and without collusion.
- 13.13 Prices offered by Contractors in their proposals are an irrevocable offer for the term of the Contract and any contract extensions. The awarded Contractor agrees to provide the purchased services at the costs, rates and fees as set forth in their proposal in response to this RFP. No other costs, rates or fees shall be payable to the awarded Contractor for implementation of their proposal.
- 13.14 The City is not liable for any costs incurred by Contractors prior to entering into a formal contract. Costs of developing the proposals or any other such expenses incurred by the Contractor in responding to the RFP, are entirely the responsibility of the Contractor, and shall not be reimbursed in any manner by the City.
- 13.15 Proposal will become public record after the award of a contract unless the proposal or specific parts of the proposal can be shown to be exempt by law. Each Contractor may clearly label all or part of a proposal as "CONFIDENTIAL" provided that the Contractor thereby agrees to indemnify and defend the City for honoring such a designation. The failure to so label any information that is released by the City shall constitute a complete waiver of any and all claims for damages caused by any release of the information.
- 13.16 A proposal submitted in response to this RFP must identify any subcontractors, and outline the contractual relationship between the awarded Contractor and each subcontractor. An official of each proposed subcontractor must sign, and include as part of the proposal submitted in response to this RFP, a statement to the effect that



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the subcontractor has read and will agree to abide by the awarded Contractor's obligations.

- 13.17 The awarded Contractor will be the sole point of contract responsibility. The City will look solely to the awarded Contractor for the performance of all contractual obligations which may result from an award based on this RFP, and the awarded Contractor shall not be relieved for the non-performance of any or all subcontractors.
- 13.18 The awarded Contractor must maintain, for the duration of its Contract, insurance coverages as required by the City. Work on the Contract shall not begin until after the awarded Contractor has submitted acceptable evidence of the required insurance coverages.
- 13.19 Each Contractor must disclose any existing or potential conflict of interest relative to the performance of the contractual services resulting from this RFP. Any such relationship that might be perceived or represented as a conflict should be disclosed. The City reserves the right to disqualify any Contractor on the grounds of actual or apparent conflict of interest.
- 13.20 Each Contractor must include in its proposal a complete disclosure of any alleged significant prior or ongoing contract failures, any civil or criminal litigation or investigation pending which involves the Contractor or in which the Contractor has been judged guilty or liable. Failure to comply with the terms of this provision will disqualify any proposal. The City reserves the right to reject any proposal based upon the Contractor's prior history with the City or with any other party, which documents, without limitation, unsatisfactory performance, adversarial or contentious demeanor, significant failure(s) to meet contract milestones or other contractual failures.
- 13.21 The City will not be liable for Federal, State, or Local excise taxes.
- 13.22 Execution of **Attachment A** of this RFP shall constitute an agreement to all terms and conditions specified in the RFP, including, without limitation, the **Attachment B** contract form and all terms and conditions therein, except such terms and conditions that the Contractor expressly excludes.
- 13.23 The City reserves the right to negotiate final contract terms with any Contractor selected. The Contract between the parties will consist of the RFP together with any modifications thereto, and the awarded Contractor's proposal, together with any modifications and clarifications thereto that are submitted at the request of the City during the evaluation and negotiation process. In the event of any conflict or contradiction between or among these documents, the documents shall control in the following order of precedence: the final executed Contract, the RFP, any modifications and clarifications to the awarded Contractor's proposal, and the



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awarded Contractor's proposal. Specific exceptions to this general rule may be noted in the final executed Contract.

- 13.24 Contractor understands and acknowledges that the representations above are material and important, and will be relied on by the City in evaluation of the proposal. Any Contractor misrepresentation shall be treated as fraudulent concealment from the City of the true facts relating to the proposal.
- 13.25 No announcement concerning the award of a contract as a result of this RFP may be made without the prior written approval of the City.
- 13.26 Proposers are advised that any contract awarded pursuant to this procurement process that exceeds \$100,000 shall be subject to the applicable provisions of Long Beach Municipal Code Section 2.73 et seq, the Equal Benefits Ordinance. Proposers shall refer to **Attachment G** for further information regarding the requirements of the ordinance.

All Proposers shall complete and return, with their bid, the Equal Benefits Ordinance Compliance form contained in **Attachment G**. Unless otherwise specified in the procurement package, Proposers do not need to submit with their bid supporting documentation proving compliance. However, supporting documentation verifying that the benefits are provided equally shall be required if the proposer is selected for award of a contract.

- 13.27 All work performed in connection with the Project shall be performed in compliance with all applicable laws, ordinances, rules and regulations of federal, state, county or municipal governments or agencies (including, without limitation, all applicable federal and state labor and prevailing wage standards, including the prevailing wage provisions of sections 1770 et seq. of the California Labor Code), and (b) all directions, rules and regulations of any fire marshal, health officer, building inspector, or other officer of every governmental agency now having or hereafter acquiring jurisdiction.

Awarded Contractor shall indemnify, protect and hold harmless City, its Boards, Commissions, and their officials, employees and agents ("Indemnified Parties"), from and against any and all liability, claims, demands, damage, loss, obligations, causes of action, proceedings, awards, fines, judgments, penalties, costs and expenses, including attorneys' fees, court costs, expert and witness fees, and other costs and fees of litigation, arising or alleged to have arisen, in whole or in part, out of or in connection with (1) Awarded Contractor's breach or failure to comply with any of its obligations contained in this Contract, including any obligations arising from the Awarded Contractor's compliance with or failure to comply with applicable laws, including all applicable federal and state labor requirements including, without limitation, the requirements of California Labor Code section 1770 et seq. or (2)



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negligent or willful acts, errors, omissions or misrepresentations committed by Awarded Contractor's, its officers, employees, agents, subconsultants, or anyone under Awarded Contractor's control, in the performance of work or services under this Contract (collectively "Claims" or individually "Claim").

In addition to Awarded Contractor's duty to indemnify, Awarded Contractor shall have a separate and wholly independent duty to defend Indemnified Parties at Awarded Contractor's expense by legal counsel approved by City, from and against all Claims, and shall continue this defense until the Claims are resolved, whether by settlement, judgment or otherwise. No finding or judgment of negligence, fault, breach, or the like on the part of Awarded Contractor shall be required for the duty to defend to arise. City shall notify Awarded Contractor of any Claim, shall tender the defense of the Claim to Awarded Contractor, and shall assist Awarded Contractor, as may be reasonably requested, in the defense.

If a court of competent jurisdiction determines that a Claim was caused by the sole negligence or willful misconduct of Indemnified Parties, Awarded Contractor's costs of defense and indemnity shall be (1) reimbursed in full if the court determines sole negligence by the Indemnified Parties, or (2) reduced by the percentage of willful misconduct attributed by the court to the Indemnified Parties.

If the Awarded Contractor elects to use subconsultants, Awarded Contractor agrees to require its subconsultants to indemnify Indemnified Parties and to provide insurance coverage to the same extent as Awarded Contractor.

The provisions of this Section shall survive the expiration or termination of any Contract with the City.

Awarded Contractor agrees that all public work (as defined in California Labor Code section 1720) performed in relation to this Project (the "Public Work"), if any, shall comply with the requirements of California Labor Code sections 1770 *et seq.* If there is a difference between the general prevailing wage rates determined by the Director of the Department of Industrial Relations and the applicable minimum wage rates determined by the Secretary of Labor (federal) for similar classifications of work, the Contractor and its Subcontractor of every tier shall pay their workers not less than the higher wage rate.

In all bid specifications, contracts and subcontracts for any such Public Work, Awarded Contractor shall obtain the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in this locality for each craft, classification or type of worker needed to perform the Public Work, and shall include such rates in the bid specifications, contract or subcontract, and post them at each job site. Such bid specifications, contract or subcontract must contain the following provision: "It shall be mandatory for the Awarded Contractor to pay not less than the



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said prevailing rate of wages to all workers employed by the Awarded Contractor in the execution of this contract. The Awarded Contractor expressly agrees to comply with the penalty provisions of California Labor Code section 1775 and the payroll record keeping requirements of California Labor Code section 1776." Copies of the prevailing rate of per diem wages are on file at the Labor Compliance Office of City Hall, which shall be made available to any interested party on request.

- 13.28 CALIFORNIA WAGE RATE REQUIREMENTS:** Pursuant to Division 2, Part 7, Chapter 1 of the Labor Code of the State of California, the Director of Public Works of the City by and on behalf of the City Council has obtained from the Director of the Department of Industrial Relations of the State of California the general prevailing rate of per diem wages, and the general prevailing rate of holiday and overtime work in the locality in which the public work is to be performed for each craft, classification or type of workers needed to perform the Work. Copies of prevailing rate of per diem wages are on file at Labor Compliance Office of City Hall, and shall be made available upon request. Copies may also be obtained on the California Department of Industrial Relations website <http://www.dir.ca.gov/dlsr>. This project will be subject the **2020-2 prevailing wage** rate, as determined by the Director of the Department of Industrial Relations for the State of California. The Contractor to whom the Contract is awarded, and its subcontractors is directed to pay not less than the general rate of per diem wages for each craft, classification, or type of worker needed to execute the contract. Contractor is required to post a copy of the determination of the director of the prevailing rate of per diem wages at each job site.



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Attachment A

**CERTIFICATION OF COMPLIANCE WITH
TERMS AND CONDITIONS OF RFP**

I have read, understand and agree to comply with the terms and conditions specified in this Request for Proposal. Any exceptions **MUST** be documented.

SIGNATURE _____

EXCEPTIONS: Attach additional sheets if necessary. Please use this format.

EXCEPTION SUMMARY FORM

RFP SECTION NUMBER	RFP PAGE NUMBER	EXCEPTION (PROVIDE A DETAILED EXPLANATION)



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Attachment B

PRO-FORMA AGREEMENT

[ATTACHED FOR REFERENCE; TO BE COMPLETED UPON CONTRACT AWARD.]

AGREEMENT

THIS AGREEMENT is made and entered, in duplicate, as of _____, for reference purposes only, pursuant to a minute order adopted by the City Council of the City of Long Beach at its meeting on _____, 20__, by and between _____, a _____ corporation/limited liability company etc. ("Consultant"), with a place of business at _____, and the CITY OF LONG BEACH, a municipal corporation ("City").

WHEREAS, City requires specialized services requiring unique skills to be performed in connection with _____ ("Project"); and

WHEREAS, City has selected Consultant in accordance with City's administrative procedures and City has determined that Consultant and its employees are qualified, licensed, if so required, and experienced in performing these specialized services; and

WHEREAS, City desires to have Consultant perform these specialized services, and Consultant is willing and able to do so on the terms and conditions in this Agreement;

NOW, THEREFORE, in consideration of the mutual terms, covenants, and conditions in this Agreement, the parties agree as follows:

1. SCOPE OF WORK OR SERVICES.

A. Consultant shall furnish specialized services more particularly described in Exhibit "A", attached to this Agreement and incorporated by this reference, in accordance with the standards of the profession, and City shall pay for these services in the manner described below, not to exceed _____ Dollars (\$_____), at the rates or charges shown in Exhibit "B".

B. The City's obligation to pay the sum stated above for any one fiscal year shall be contingent upon the City Council of the City appropriating the necessary funds for such payment by the City in each fiscal year during the term of

1 this Agreement. For the purposes of this Section, a fiscal year commences on
2 October 1 of the year and continues through September 30 of the following year. In
3 the event that the City Council of the City fails to appropriate the necessary funds
4 for any fiscal year, then, and in that event, the Agreement will terminate at no
5 additional cost or obligation to the City.

6 C. Consultant may select the time and place of performance for
7 these services; provided, however, that access to City documents, records and the
8 like, if needed by Consultant, shall be available only during City's normal business
9 hours and provided that milestones for performance, if any, are met.

10 D. Consultant has requested to receive regular payments. City
11 shall pay Consultant in due course of payments following receipt from Consultant
12 and approval by City of invoices showing the services or task performed, the time
13 expended (if billing is hourly), and the name of the Project. Consultant shall certify
14 on the invoices that Consultant has performed the services in full conformance with
15 this Agreement and is entitled to receive payment. Each invoice shall be
16 accompanied by a progress report indicating the progress to date of services
17 performed and covered by the invoice, including a brief statement of any Project
18 problems and potential causes of delay in performance, and listing those services
19 that are projected for performance by Consultant during the next invoice cycle.
20 Where billing is done and payment is made on an hourly basis, the parties
21 acknowledge that this arrangement is either customary practice for Consultant's
22 profession, industry or business, or is necessary to satisfy audit and legal
23 requirements which may arise due to the fact that City is a municipality.

24 E. Consultant represents that Consultant has obtained all
25 necessary information on conditions and circumstances that may affect its
26 performance and has conducted site visits, if necessary.

27 F. CAUTION: Consultant shall not begin work until this
28 Agreement has been signed by both parties and until Consultant's evidence of

1 insurance has been delivered to and approved by City.

2 2. TERM. The term of this Agreement shall commence at midnight on
3 (BEGINNING DATE), and shall terminate at 11:59 p.m. on (ENDING DATE), unless sooner
4 terminated as provided in this Agreement, or unless the services or the Project is
5 completed sooner.

6 3. COORDINATION AND ORGANIZATION.

7 A. Consultant shall coordinate its performance with City's
8 representative, if any, named in Exhibit "C", attached to this Agreement and
9 incorporated by this reference. Consultant shall advise and inform City's
10 representative of the work in progress on the Project in sufficient detail so as to
11 assist City's representative in making presentations and in holding meetings on the
12 Project. City shall furnish to Consultant information or materials, if any, described
13 in Exhibit "D", attached to this Agreement and incorporated by this reference, and
14 shall perform any other tasks described in the Exhibit.

15 B. The parties acknowledge that a substantial inducement to City
16 for entering this Agreement was and is the reputation and skill of Consultant's key
17 employee, named in Exhibit "E" attached to this Agreement and incorporated by this
18 reference. City shall have the right to approve any person proposed by Consultant
19 to replace that key employee.

20 4. INDEPENDENT CONTRACTOR. In performing its services,
21 Consultant is and shall act as an independent contractor and not an employee,
22 representative or agent of City. Consultant shall have control of Consultant's work and the
23 manner in which it is performed. Consultant shall be free to contract for similar services to
24 be performed for others during this Agreement; provided, however, that Consultant acts in
25 accordance with Section 9 and Section 11 of this Agreement. Consultant acknowledges
26 and agrees that (a) City will not withhold taxes of any kind from Consultant's compensation;
27 (b) City will not secure workers' compensation or pay unemployment insurance to, for or
28 on Consultant's behalf; and (c) City will not provide and Consultant is not entitled to any of

1 the usual and customary rights, benefits or privileges of City employees. Consultant
2 expressly warrants that neither Consultant nor any of Consultant's employees or agents
3 shall represent themselves to be employees or agents of City.

4 5. INSURANCE.

5 A. As a condition precedent to the effectiveness of this
6 Agreement, Consultant shall procure and maintain, at Consultant's expense for the
7 duration of this Agreement, from insurance companies that are admitted to write
8 insurance in California and have ratings of or equivalent to A:V by A.M. Best
9 Company or from authorized non-admitted insurance companies subject to Section
10 1763 of the California Insurance Code and that have ratings of or equivalent to A:VIII
11 by A.M. Best Company, the following insurance:

12 i. Commercial general liability insurance (equivalent in
13 scope to ISO form CG 00 01 11 85 or CG 00 01 10 93) in an amount not less
14 than \$1,000,000 per each occurrence and \$2,000,000 general aggregate.
15 This coverage shall include but not be limited to broad form contractual
16 liability, cross liability, independent contractors liability, and products and
17 completed operations liability. City, its boards and commissions, and their
18 officials, employees and agents shall be named as additional insureds by
19 endorsement (on City's endorsement form or on an endorsement equivalent
20 in scope to ISO form CG 20 10 11 85 or CG 20 26 11 85 or both CG 20 10
21 07 04 and CG 20 37 07 04 or both CG 20 33 07 04 and CG 20 37 07 04),
22 and this insurance shall contain no special limitations on the scope of
23 protection given to City, its boards and commissions, and their officials,
24 employees and agents. This policy shall be endorsed to state that the insurer
25 waives its right of subrogation against City, its boards and commissions, and
26 their officials, employees and agents.

27 ii. Workers' Compensation insurance as required by the
28 California Labor Code and employer's liability insurance in an amount not

1 less than \$1,000,000. This policy shall be endorsed to state that the insurer
2 waives its right of subrogation against City, its boards and commissions, and
3 their officials, employees and agents.

4 iii. Professional liability or errors and omissions insurance
5 in an amount not less than \$1,000,000 per claim.

6 iv. Commercial automobile liability insurance (equivalent in
7 scope to ISO form CA 00 01 06 92), covering Auto Symbol 1 (Any Auto) in
8 an amount not less than \$500,000 combined single limit per accident.

9 B. Any self-insurance program, self-insured retention, or
10 deductible must be separately approved in writing by City's Risk Manager or
11 designee and shall protect City, its officials, employees and agents in the same
12 manner and to the same extent as they would have been protected had the policy
13 or policies not contained retention or deductible provisions.

14 C. Each insurance policy shall be endorsed to state that coverage
15 shall not be reduced, non-renewed or canceled except after thirty (30) days prior
16 written notice to City, shall be primary and not contributing to any other insurance
17 or self-insurance maintained by City, and shall be endorsed to state that coverage
18 maintained by City shall be excess to and shall not contribute to insurance or self-
19 insurance maintained by Consultant. Consultant shall notify City in writing within
20 five (5) days after any insurance has been voided by the insurer or cancelled by the
21 insured.

22 D. If this coverage is written on a "claims made" basis, it must
23 provide for an extended reporting period of not less than one hundred eighty (180)
24 days, commencing on the date this Agreement expires or is terminated, unless
25 Consultant guarantees that Consultant will provide to City evidence of uninterrupted,
26 continuing coverage for a period of not less than three (3) years, commencing on
27 the date this Agreement expires or is terminated.

28 E. Consultant shall require that all subconsultants or contractors

1 that Consultant uses in the performance of these services maintain insurance in
2 compliance with this Section unless otherwise agreed in writing by City's Risk
3 Manager or designee.

4 F. Prior to the start of performance, Consultant shall deliver to City
5 certificates of insurance and the endorsements for approval as to sufficiency and
6 form. In addition, Consultant shall, within thirty (30) days prior to expiration of the
7 insurance, furnish to City certificates of insurance and endorsements evidencing
8 renewal of the insurance. City reserves the right to require complete certified copies
9 of all policies of Consultant and Consultant's subconsultants and contractors, at any
10 time. Consultant shall make available to City's Risk Manager or designee all books,
11 records and other information relating to this insurance, during normal business
12 hours.

13 G. Any modification or waiver of these insurance requirements
14 shall only be made with the approval of City's Risk Manager or designee. Not more
15 frequently than once a year, City's Risk Manager or designee may require that
16 Consultant, Consultant's subconsultants and contractors change the amount, scope
17 or types of coverages required in this Section if, in his or her sole opinion, the
18 amount, scope or types of coverages are not adequate.

19 H. The procuring or existence of insurance shall not be construed
20 or deemed as a limitation on liability relating to Consultant's performance or as full
21 performance of or compliance with the indemnification provisions of this Agreement.

22 6. ASSIGNMENT AND SUBCONTRACTING. This Agreement
23 contemplates the personal services of Consultant and Consultant's employees, and the
24 parties acknowledge that a substantial inducement to City for entering this Agreement was
25 and is the professional reputation and competence of Consultant and Consultant's
26 employees. Consultant shall not assign its rights or delegate its duties under this
27 Agreement, or any interest in this Agreement, or any portion of it, without the prior approval
28 of City, except that Consultant may with the prior approval of the City Manager of City,

1 assign any moneys due or to become due Consultant under this Agreement. Any
2 attempted assignment or delegation shall be void, and any assignee or delegate shall
3 acquire no right or interest by reason of an attempted assignment or delegation.
4 Furthermore, Consultant shall not subcontract any portion of its performance without the
5 prior approval of the City Manager or designee, or substitute an approved subconsultant
6 or contractor without approval prior to the substitution. Nothing stated in this Section shall
7 prevent Consultant from employing as many employees as Consultant deems necessary
8 for performance of this Agreement.

9 7. CONFLICT OF INTEREST. Consultant, by executing this Agreement,
10 certifies that, at the time Consultant executes this Agreement and for its duration,
11 Consultant does not and will not perform services for any other client which would create
12 a conflict, whether monetary or otherwise, as between the interests of City and the interests
13 of that other client. Consultant further certifies that Consultant does not now have and shall
14 not acquire any interest, direct or indirect, in the area covered by this Agreement or any
15 other source of income, interest in real property or investment which would be affected in
16 any manner or degree by the performance of Consultant's services hereunder. And,
17 Consultant shall obtain similar certifications from Consultant's employees, subconsultants
18 and contractors.

19 8. MATERIALS. Consultant shall furnish all labor and supervision,
20 supplies, materials, tools, machinery, equipment, appliances, transportation and services
21 necessary to or used in the performance of Consultant's obligations under this Agreement,
22 except as stated in Exhibit "D".

23 9. OWNERSHIP OF DATA. All materials, information and data
24 prepared, developed or assembled by Consultant or furnished to Consultant in connection
25 with this Agreement, including but not limited to documents, estimates, calculations,
26 studies, maps, graphs, charts, computer disks, computer source documentation, samples,
27 models, reports, summaries, drawings, designs, notes, plans, information, material and
28 memorandum ("Data") shall be the exclusive property of City. Data shall be given to City,

1 and City shall have the unrestricted right to use and disclose the Data in any manner and
2 for any purpose without payment of further compensation to Consultant. Copies of Data
3 may be retained by Consultant but Consultant warrants that Data shall not be made
4 available to any person or entity for use without the prior approval of City. This warranty
5 shall survive termination of this Agreement for five (5) years.

6 10. TERMINATION. Either party shall have the right to terminate this
7 Agreement for any reason or no reason at any time by giving fifteen (15) calendar days
8 prior written notice to the other party. In the event of termination under this Section, City
9 shall pay Consultant for services satisfactorily performed and costs incurred up to the
10 effective date of termination for which Consultant has not been previously paid. The
11 procedures for payment in Section 1.B. with regard to invoices shall apply. On the effective
12 date of termination, Consultant shall deliver to City all Data developed or accumulated in
13 the performance of this Agreement, whether in draft or final form, or in process. And,
14 Consultant acknowledges and agrees that City's obligation to make final payment is
15 conditioned on Consultant's delivery of the Data to City.

16 11. CONFIDENTIALITY. Consultant shall keep all Data confidential and
17 shall not disclose the Data or use the Data directly or indirectly, other than in the course of
18 performing its services, during the term of this Agreement and for five (5) years following
19 expiration or termination of this Agreement. In addition, Consultant shall keep confidential
20 all information, whether written, oral or visual, obtained by any means whatsoever in the
21 course of performing its services for the same period of time. Consultant shall not disclose
22 any or all of the Data to any third party, or use it for Consultant's own benefit or the benefit
23 of others except for the purpose of this Agreement.

24 12. BREACH OF CONFIDENTIALITY. Consultant shall not be liable for
25 a breach of confidentiality with respect to Data that: (a) Consultant demonstrates
26 Consultant knew prior to the time City disclosed it; or (b) is or becomes publicly available
27 without breach of this Agreement by Consultant; or (c) a third party who has a right to
28 disclose does so to Consultant without restrictions on further disclosure; or (d) must be

disclosed pursuant to subpoena or court order.

13. ADDITIONAL COSTS AND REDESIGN.

A. Any costs incurred by City due to Consultant's failure to meet the standards required by the scope of work or Consultant's failure to perform fully the tasks described in the scope of work which, in either case, causes City to request that Consultant perform again all or part of the Scope of Work shall be at the sole cost of Consultant and City shall not pay any additional compensation to Consultant for its re-performance.

B. If the Project involves construction and the scope of work requires Consultant to prepare plans and specifications with an estimate of the cost of construction, then Consultant may be required to modify the plans and specifications, any construction documents relating to the plans and specifications, and Consultant's estimate, at no cost to City, when the lowest bid for construction received by City exceeds by more than ten percent (10%) Consultant's estimate. This modification shall be submitted in a timely fashion to allow City to receive new bids within four (4) months after the date on which the original plans and specifications were submitted by Consultant.

14. AMENDMENT. This Agreement, including all Exhibits, shall not be amended, nor any provision or breach waived, except in writing signed by the parties which expressly refers to this Agreement.

15. LAW. This Agreement shall be construed in accordance with the laws of the State of California, and the venue for any legal actions brought by any party with respect to this Agreement shall be the County of Los Angeles, State of California for state actions and the Central District of California for any federal actions. Consultant shall cause all work performed in connection with construction of the Project to be performed in compliance with (1) all applicable laws, ordinances, rules and regulations of federal, state, county or municipal governments or agencies (including, without limitation, all applicable federal and state labor standards, including the prevailing wage provisions of sections 1770

1 *et seq.* of the California Labor Code); and (2) all directions, rules and regulations of any fire
2 marshal, health officer, building inspector, or other officer of every governmental agency
3 now having or hereafter acquiring jurisdiction.

4 16. PREVAILING WAGES.

5 A. Consultant agrees that all public work (as defined in California
6 Labor Code section 1720) performed pursuant to this Agreement (the "Public
7 Work"), if any, shall comply with the requirements of California Labor Code sections
8 1770 *et seq.* City makes no representation or statement that the Project, or any
9 portion thereof, is or is not a "public work" as defined in California Labor Code
10 section 1720.

11 B. In all bid specifications, contracts and subcontracts for any
12 such Public Work, Consultant shall obtain the general prevailing rate of per diem
13 wages and the general prevailing rate for holiday and overtime work in this locality
14 for each craft, classification or type of worker needed to perform the Public Work,
15 and shall include such rates in the bid specifications, contract or subcontract. Such
16 bid specifications, contract or subcontract must contain the following provision: "It
17 shall be mandatory for the contractor to pay not less than the said prevailing rate of
18 wages to all workers employed by the contractor in the execution of this contract.
19 The contractor expressly agrees to comply with the penalty provisions of California
20 Labor Code section 1775 and the payroll record keeping requirements of California
21 Labor Code section 1771."

22 17. ENTIRE AGREEMENT. This Agreement, including all Exhibits,
23 constitutes the entire understanding between the parties and supersedes all other
24 agreements, oral or written, with respect to the subject matter in this Agreement.

25 18. INDEMNITY.

26 A. Consultant shall indemnify, protect and hold harmless City, its
27 Boards, Commissions, and their officials, employees and agents ("Indemnified
28 Parties"), from and against any and all liability, claims, demands, damage, loss,

obligations, causes of action, proceedings, awards, fines, judgments, penalties, costs and expenses, arising or alleged to have arisen, in whole or in part, out of or in connection with (1) Consultant's breach or failure to comply with any of its obligations contained in this Agreement, including any obligations arising from the Project's compliance with or failure to comply with applicable laws, including all applicable federal and state labor requirements including, without limitation, the requirements of California Labor Code section 1770 *et seq.* or (2) negligent or willful acts, errors, omissions or misrepresentations committed by Consultant, its officers, employees, agents, subcontractors, or anyone under Consultant's control, in the performance of work or services under this Agreement (collectively "Claims" or individually "Claim").

B. In addition to Consultant's duty to indemnify, Consultant shall have a separate and wholly independent duty to defend Indemnified Parties at Consultant's expense by legal counsel approved by City, from and against all Claims, and shall continue this defense until the Claims are resolved, whether by settlement, judgment or otherwise. No finding or judgment of negligence, fault, breach, or the like on the part of Consultant shall be required for the duty to defend to arise. City shall notify Consultant of any Claim, shall tender the defense of the Claim to Consultant, and shall assist Consultant, as may be reasonably requested, in the defense.

C. If a court of competent jurisdiction determines that a Claim was caused by the sole negligence or willful misconduct of Indemnified Parties, Consultant's costs of defense and indemnity shall be (1) reimbursed in full if the court determines sole negligence by the Indemnified Parties, or (2) reduced by the percentage of willful misconduct attributed by the court to the Indemnified Parties.

D. The provisions of this Section shall survive the expiration or termination of this Agreement.

19. AMBIGUITY. In the event of any conflict or ambiguity between this

1 Agreement and any Exhibit, the provisions of this Agreement shall govern.

2 20. NONDISCRIMINATION.

3 A. In connection with performance of this Agreement and subject
4 to applicable rules and regulations, Consultant shall not discriminate against any
5 employee or applicant for employment because of race, religion, national origin,
6 color, age, sex, sexual orientation, gender identity, AIDS, HIV status, handicap or
7 disability. Consultant shall ensure that applicants are employed, and that
8 employees are treated during their employment, without regard to these bases.
9 These actions shall include, but not be limited to, the following: employment,
10 upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or
11 termination; rates of pay or other forms of compensation; and selection for training,
12 including apprenticeship.

13 B. It is the policy of City to encourage the participation of
14 Disadvantaged, Minority and Women-Owned Business Enterprises in City's
15 procurement process, and Consultant agrees to use its best efforts to carry out this
16 policy in its use of subconsultants and contractors to the fullest extent consistent
17 with the efficient performance of this Agreement. Consultant may rely on written
18 representations by subconsultants and contractors regarding their status.
19 Consultant shall report to City in May and in December or, in the case of short-term
20 agreements, prior to invoicing for final payment, the names of all subconsultants
21 and contractors hired by Consultant for this Project and information on whether or
22 not they are a Disadvantaged, Minority or Women-Owned Business Enterprise, as
23 defined in Section 8 of the Small Business Act (15 U.S.C. Sec. 637).

24 21. EQUAL BENEFITS ORDINANCE. Unless otherwise exempted in
25 accordance with the provisions of the Ordinance, this Agreement is subject to the
26 applicable provisions of the Equal Benefits Ordinance (EBO), section 2.73 et seq. of the
27 Long Beach Municipal Code, as amended from time to time.

28 A. During the performance of this Agreement, the Consultant

1 certifies and represents that the Consultant will comply with the EBO. The
2 Consultant agrees to post the following statement in conspicuous places at its place
3 of business available to employees and applicants for employment:

4 "During the performance of a contract with the City of Long Beach, the
5 Consultant will provide equal benefits to employees with spouses and its
6 employees with domestic partners. Additional information about the City of
7 Long Beach's Equal Benefits Ordinance may be obtained from the City of
8 Long Beach Business Services Division at 562-570-6200."

9 B. The failure of the Consultant to comply with the EBO will be
10 deemed to be a material breach of the Agreement by the City.

11 C. If the Consultant fails to comply with the EBO, the City may
12 cancel, terminate or suspend the Agreement, in whole or in part, and monies due or
13 to become due under the Agreement may be retained by the City. The City may
14 also pursue any and all other remedies at law or in equity for any breach.

15 D. Failure to comply with the EBO may be used as evidence
16 against the Consultant in actions taken pursuant to the provisions of Long Beach
17 Municipal Code 2.93 et seq., Contractor Responsibility.

18 E. If the City determines that the Consultant has set up or used its
19 contracting entity for the purpose of evading the intent of the EBO, the City may
20 terminate the Agreement on behalf of the City. Violation of this provision may be
21 used as evidence against the Consultant in actions taken pursuant to the provisions
22 of Long Beach Municipal Code Section 2.93 et seq., Contractor Responsibility.

23 22. NOTICES. Any notice or approval required by this Agreement shall
24 be in writing and personally delivered or deposited in the U.S. Postal Service, first class,
25 postage prepaid, addressed to Consultant at the address first stated above, and to City at
26 411 West Ocean Boulevard, Long Beach, California 90802, Attn: City Manager, with a copy
27 to the City Engineer at the same address. Notice of change of address shall be given in
28 the same manner as stated for other notices. Notice shall be deemed given on the date

deposited in the mail or on the date personal delivery is made, whichever occurs first.

23. COPYRIGHTS AND PATENT RIGHTS.

A. Consultant shall place the following copyright protection on all Data: © City of Long Beach, California ____, inserting the appropriate year.

B. City reserves the exclusive right to seek and obtain a patent or copyright registration on any Data or other result arising from Consultant's performance of this Agreement. By executing this Agreement, Consultant assigns any ownership interest Consultant may have in the Data to City.

C. Consultant warrants that the Data does not violate or infringe any patent, copyright, trade secret or other proprietary right of any other party. Consultant agrees to and shall protect, defend, indemnify and hold City, its officials and employees harmless from any and all claims, demands, damages, loss, liability, causes of action, costs or expenses (including reasonable attorney's fees) whether or not reduced to judgment, arising from any breach or alleged breach of this warranty.

24. COVENANT AGAINST CONTINGENT FEES. Consultant warrants that Consultant has not employed or retained any entity or person to solicit or obtain this Agreement and that Consultant has not paid or agreed to pay any entity or person any fee, commission or other monies based on or from the award of this Agreement. If Consultant breaches this warranty, City shall have the right to terminate this Agreement immediately notwithstanding the provisions of Section 10 or, in its discretion, to deduct from payments due under this Agreement or otherwise recover the full amount of the fee, commission or other monies.

25. WAIVER. The acceptance of any services or the payment of any money by City shall not operate as a waiver of any provision of this Agreement or of any right to damages or indemnity stated in this Agreement. The waiver of any breach of this Agreement shall not constitute a waiver of any other or subsequent breach of this Agreement.

26. CONTINUATION. Termination or expiration of this Agreement shall not affect rights or liabilities of the parties which accrued pursuant to Sections 7, 10, 11, 17, 19, 22 and 28 prior to termination or expiration of this Agreement.

27. TAX REPORTING. As required by federal and state law, City is obligated to and will report the payment of compensation to Consultant on Form 1099-Misc. Consultant shall be solely responsible for payment of all federal and state taxes resulting from payments under this Agreement. Consultant shall submit Consultant's Employer Identification Number (EIN), or Consultant's Social Security Number if Consultant does not have an EIN, in writing to City's Accounts Payable, Department of Financial Management. Consultant acknowledges and agrees that City has no obligation to pay Consultant until Consultant provides one of these numbers.

28. ADVERTISING. Consultant shall not use the name of City, its officials or employees in any advertising or solicitation for business or as a reference, without the prior approval of the City Manager or designee.

29. AUDIT. City shall have the right at all reasonable times during the term of this Agreement and for a period of five (5) years after termination or expiration of this Agreement to examine, audit, inspect, review, extract information from and copy all books, records, accounts and other documents of Consultant relating to this Agreement.

30. THIRD PARTY BENEFICIARY. This Agreement is not intended or designed to or entered for the purpose of creating any benefit or right for any person or entity of any kind that is not a party to this Agreement.

IN WITNESS WHEREOF, the parties have caused this document to be duly executed with all formalities required by law as of the date first stated above.

(NAME OF CONSULTANT)

_____, 2021

By _____
Name _____
Title _____

_____, 2021

By _____

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Name _____
Title _____

"Consultant"

CITY OF LONG BEACH, a municipal
corporation

_____, 20__

By _____
City Manager

"City"

This Agreement is approved as to form on _____, 20__.

CHARLES PARKIN, City Attorney

By _____
Deputy



City of Long Beach
Purchasing Division
411 West Ocean Boulevard, 6th Floor
Long Beach, CA 90802

Attachment C

Statement of Non-Collusion

The proposal is submitted as a firm and fixed request valid and open for 90 days from the submission deadline.

This proposal is genuine, and not sham or collusive, nor made in the interest or in behalf of any person not herein named; the Proposer has not directly or indirectly induced or solicited any other proposer to put in a sham proposal and the Proposer has not in any manner sought by collusion to secure for himself or herself an advantage over any other proposer.

In addition, this organization and its members are not now and will not in the future be engaged in any activity resulting in a conflict of interest, real or apparent, in the selection, award, or administration of a subcontract.

Authorized Signature & Date

Print Name & Title



City of Long Beach
Purchasing Division
411 West Ocean Boulevard, 6th Floor
Long Beach, CA 90802

Attachment D

Debarment, Suspension, Ineligibility and Voluntary Exclusion Certification

Please read Acceptance of Certification and Instructions for Certification before completing

As a current or potential vendor for the City of Long Beach (City) your firm, through its business relationship with the City, may be the recipient of federal grant funds. As such, the City is required to document that neither your business entity or organization, nor any of your principals are debarred, suspended, ineligible, or have voluntarily been excluded from receiving federal grant funds. Consistent with Executive Order No. 12549 Title 2 CFR Part 180 Subpart C, all potential recipients of federal grant funds are required to comply with the requirements specified below. By submission of proposal/bid/agreement, the undersigned, under penalty of perjury, certifies that the participant, nor any of its principals in the capacity of owner, director, partner, officer, manager, or other person with substantial influence in the development or outcome of a covered transaction, whether or not employed by the participant:

- Are not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal department or agency;
- Have not, within a three (3) year period preceding this bid/agreement/proposal, been suspended, debarred, voluntarily excluded or declared ineligible by a federal agency;
- Do not presently have a proposed debarment proceeding pending;
- Have not, within a three (3) year period preceding this bid/agreement/proposal, been indicted or convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct;
- Have not, within a three (3) year period preceding this bid/agreement/proposal, had one or more public transactions (Federal, State, or local) terminated for cause or default.

If reorganization, management turnover, or a shift or change of principals' status occurs, written notice must be submitted within 21 days. Subsequent disclosure of unfavorable information will be subject to thorough review and remedial action. Updated versions of this certification may be requested on a routine basis.

Where the potential prospective recipient of Federal assistance funds is unable to certify to any of the statement in this certification, such prospective participant shall attach an explanation to the applicable bid/agreement/proposal.

Business/Contractor/Agency

Name of Authorized Representative

Title of Authorized Representative

Signature of Authorized Representative

Date

r20141001



City of Long Beach
Purchasing Division
411 West Ocean Boulevard, 6th Floor
Long Beach, CA 90802

Acceptance of Certification

1. This bid/agreement/proposal or like document has the potential to be a recipient of Federal funds. In order to be in compliance with Code of Federal Regulations, the City requires this completed form. By signing and submitting this document, the prospective bidder/proposer is providing the certification and acknowledgement as follows:
2. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.
3. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
4. The potential recipient of Federal assistance funds agrees by submitting this bid/agreement/proposal or like document that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

Instructions for completing the form, Attachment –Debarment Certification

1. The City of Long Beach sometimes receives Federal funding on certain purchases/projects. To ensure that the City is in compliance with Federal regulations we require this form to be completed.
2. The City of Long Beach checks the System for Award Management at www.sam.gov to make sure that Contractors who are awarded City contracts and/or purchase orders are not debarred or suspended. Prospective contractors should perform a search on this website for your company and or persons associated with your business.
3. If your business is in compliance with the conditions in the form, please have the appropriate person complete and sign this form and return with your bid/proposal/agreement.
4. If at any time, your business or persons associated with your business become debarred or suspended, we require that you inform us of this change in status.
5. If there are any exceptions to the certification, please include an attachment. Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception, indicate to whom it applies, initiating agency and dates of action.
6. Note: Providing false information may result in criminal prosecution or administrative sanctions.

***If you have any questions on how to complete this form, please contact the
Purchasing Division in the City of Long Beach Business Services Bureau at 562-570-6200.***

Rev 12.11.13



City of Long Beach
Purchasing Division
411 West Ocean Boulevard, 6th Floor
Long Beach, CA 90802

Attachment E

W-9 Request for Taxpayer Identification Number and Certification

[W-9 Form must be signed and dated.]

[Form-Fillable PDF available at <http://www.irs.gov/pub/irs-pdf/fw9.pdf>]



City of Long Beach
Purchasing Division
411 West Ocean Boulevard, 6th Floor
Long Beach, CA 90802

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type See Specific instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
	5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number								
				-				
or								
Employer identification number								
				-				

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign
Here

Signature of
U.S. person ▶

Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Cat. No. 10231X

Form **W-9** (Rev. 12-2014)



City of Long Beach
Purchasing Division
411 West Ocean Boulevard, 6th Floor
Long Beach, CA 90802

VENDOR APPLICATION FORM

Company Name
(same as line 1 on W9):

DBA Name

(same as line 2 on W9):

Federal Tax ID Number (or SSN):

leave blank if not applicable
required (this number is a fed tax ID: ☐ SSN: ☐

Web Address:

Purchase Order Address:

Attn:

City:

State:

Zip Code:

Contact Name:

Email:

Phone Number:

Fax:

Toll Free:

If 'remit to' address is the same as the purchase order address, put SAME in first box only

'Remit to' Address :

Attn:

City:

State:

Zip Code:

Contact Name:

Email:

Phone Number:

Fax:

Toll Free:

Type of Ownership:

Individual ☐ Partnership ☐ Corporation ☐ LLC ☐ Nonprofit ☐ Government ☐

Composition of Ownership (at least 51% of ownership of the organization) (check all that apply)

MBE ☐ WBE ☐ Local ☐ DBE ☐ Certified SBE ☐ Certified Micro ☐

State certification number:



City of Long Beach
Purchasing Division
411 West Ocean Boulevard, 6th Floor
Long Beach, CA 90802

Attachment F

Secretary of State Certification

Please provide print out showing your business is registered with the California Secretary of State.

(Note, individual and sole proprietor companies are not required to register)

Awarded vendors/contractors must be registered with the California Secretary of State prior to contract execution. For more information, please consult:

<https://businesssearch.sos.ca.gov/>

Business Search - Business Entities - Business Programs - California Secretary of State - Internet Explorer

https://businesssearch.sos.ca.gov/

Business Search - Business E... x

File Edit View Favorites Tools Help

Convert Select

Business Search - Business ... PURCHASING PLANETBIDS INTRANET HOME System for Award Manage... Suggested Sites City of Long Beach - Legistar

Skip to Main Content Skip to Footer

Alex Padilla
California Secretary of State

About Business Notary & Authentications Elections Campaign & Lobbying State Archives Registries News Contact

Business Entities (BE)

Online Services

E-File Statements of Information for Corporations

Business Search

Processing Times

Disclosure Search

Service Options

Name Availability

Forms, Samples & Fees

Statements of Information (annual/biennial reports)

Filing Tips

Information Requests (certificates, copies & status reports)

Service of Process

FAQs

Business Search

This search provides access to available information for corporations, limited liability companies and limited partnerships of record with the California Secretary of State, including free uncertified PDF copies of the most recent Statements of Information filed for corporations and limited liability companies, if the statements have been imaged. Please note: This search is not intended to serve as a name availability search. For information on checking or reserving a name, refer to [Name Availability](#).

To conduct a search:

- Select the applicable search type.
- In the "Search Criteria" box, enter the entity name or number you wish to search. Note: If entering the entity number of a corporation, the number must begin with the letter C.
- Select the search filter you wish to use to locate the entity if searching for an entity name.
- Select the Search button.
- For help with searching an entity name or number, refer to [Search Tips](#).

All fields marked with an asterisk (*) are required.

Search Type *
☐ Search by Corporation Name ☐ Search by LP/LLC Name ☐ Search by Entity Number

Search Criteria * Search Filter Keyword

Search



City of Long Beach
Purchasing Division
411 West Ocean Boulevard, 6th Floor
Long Beach, CA 90802

Attachment G

Equal Benefits Ordinance (EBO) Compliance Form



EQUAL BENEFITS ORDINANCE DISCLOSURE FORM

As a condition of being awarded a contract with the City of Long Beach ("City"), the selected Contractor/Vendor ("Contractor") may be required during the performance of the Contract, to comply with the City's nondiscrimination provisions of the Equal Benefits Ordinance ("EBO") set forth in the Long Beach Municipal Code section 2.73 et seq. The EBO requires that during the performance of the contract, the Contractor shall provide equal benefits to its employees with spouses and employees with domestic partners. Benefits include but are not limited to, health benefits, bereavement leave, family medical leave, member ship and membership discounts, moving expenses, retirement benefits and travel benefits. A cash equivalent payment is permitted if an employer has made all reasonable efforts to provide domestic partners with access to benefits but is unable to do so. A situation in which a cash equivalent payment might be used if where the employer has difficulty finding an insurance provider that is willing to provide domestic partner benefits.

The EBO is applicable to the following employers:

- For-profit employers that have a contract with the City for the purchase of goods, services, public works or improvements and other construction projects in the amount of \$100,000 or more
- For-profit entities that generate \$350,000 or more in annual gross receipts leasing City property pursuant to a written agreement for a term exceeding 29 days in any calendar year

Contractors who are subject to the EBO must certify to the City before execution of the contract that they are in compliance with the EBO by completing the EBO Certification Form, attached, or that they have been issued a waiver by the City. Contractors must also allow authorized City representatives access to records so the City can verify compliance with the EBO.

The EBO includes provisions that address difficulties associated with implementing procedures to comply with the EBO. Contractors can delay implementation of procedures to comply with the EBO in the following circumstances

- 1) By the first effective date after the first open enrollment process following the contract start date, not to exceed two years, if the Contractor/vendor submits evidence of taking reasonable measures to comply with the EBO; or
- 2) At such time that the administrative steps can be taken to incorporate nondiscrimination in benefits in the Contractor/vendor's infrastructure, not to exceed three months; or
- 3) Upon expiration of the contractor's current collective bargaining agreement(s).

Compliance with the EBO

If a contractor has not received a waiver from complying with the EBO and the timeframe within which it can delay implementation has expired but it has failed to comply with the EBO, the



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Contractor may be deemed to be in material breach of the Contract. In the event of a material breach, the City may cancel, terminate or suspend the City agreement, in whole or in part. The City also may deem the Contractor an irresponsible bidder and disqualify the Contractor from contracting with the City for a period of three years. In addition, the City may assess liquidated damages against the Contractor which may be deducted from money otherwise due the Contractor. The City may also pursue any other remedies available at law or in equity.

By my signature below, I acknowledge that the Contractor understands that to the extent it is subject to the provisions of the Long Beach Municipal Code section 2.73, the Contractor shall comply with this provision.

Printed Name: _____ Title: _____

Signature: _____ Date: _____

Business Entity Name: _____



CERTIFICATION OF COMPLIANCE
WITH THE EQUAL BENEFITS
ORDINANCE

Section 1. CONTRACTOR/NENDOR INFORMATION

Name: _____ Federal Tax ID No. _____
Address: _____
City: _____ State: _____ Zip: _____
Contact Person: _____ Telephone: _____
Email: _____ Fax: _____

Section 2. COMPLIANCE QUESTIONS

- A. The EBO is inapplicable to this Contract because the Contractor/Nendor has no employees. ____ Yes ____ No
- B. Does your company provide (or make available at the employees' expense) any employee benefits? ____ Yes ____ No
(If "yes," proceed to Question C. If "no," proceed to section 5, as the EBO does not apply to you.)
- C. Does your company provide (or make available at the employees' expense) any benefits to the spouse of an employee?
____ Yes ____ No
- D. Does your company provide (or make available at the employees' expense) any benefits to the domestic partner of an employee?
____ Yes ____ No (If you answered "no" to both questions C and D, proceed to section 5, as the EBO is not applicable to this contract. If you answered "yes" to both Questions C and D, please continue to Question E. If you answered "yes" to Question C and "no" to Question D, please continue to section 3.)
- E. Are the benefits that are available to the spouse of an employee identical to the benefits that are available to the domestic partner of an employee? ____ Yes
No

(If "yes," proceed to section 4, as you are in compliance with the EBO. If "no," continue to section 3.)

Section 3. PROVISIONAL COMPLIANCE

- A. Contractor/vendor is not in compliance with the EBO now but will comply by the following date:

____ By the first effective date after the first open enrollment process following the contract start date, not to exceed two years, if the Contractor/vendor submits evidence of taking reasonable measures to comply with the EBO; or

____ At such time that the administrative steps can be taken to incorporate nondiscrimination in benefits in the Contractor/vendor's infrastructure, not to exceed three months; or



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_____ Upon expiration of the contractor's current collective bargaining agreement(s).

- B. If you have taken all reasonable measures to comply with the EBO but are unable to do so, do you agree to provide employees with a cash equivalent? (The cash equivalent is the amount of money your company pays for spousal benefits that are unavailable for domestic partners.)
__ Yes __ No

Section 4. REQUIRED DOCUMENTATION

At time of issuance of purchase order or contract award, you may be required by the City to provide documentation (copy of employee handbook, eligibility statement from your plans, insurance provider statement, etc.) to verify that you do not discriminate in the provision of benefits.

Section 5. CERTIFICATION

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that I am authorized to bind this entity contractually. By signing this certification, I further agree to comply with all additional obligations of the Equal Benefits Ordinance that are set forth in the Long Beach Municipal Code and in the terms of the contract of purchase order with the City.

Executed this ____ day of _____, 20__, at _____

Name _____ Signature _____

Title _____ Federal Tax ID No. _____



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Long Beach, CA 90802

Attachment H INSURANCE REQUIREMENTS

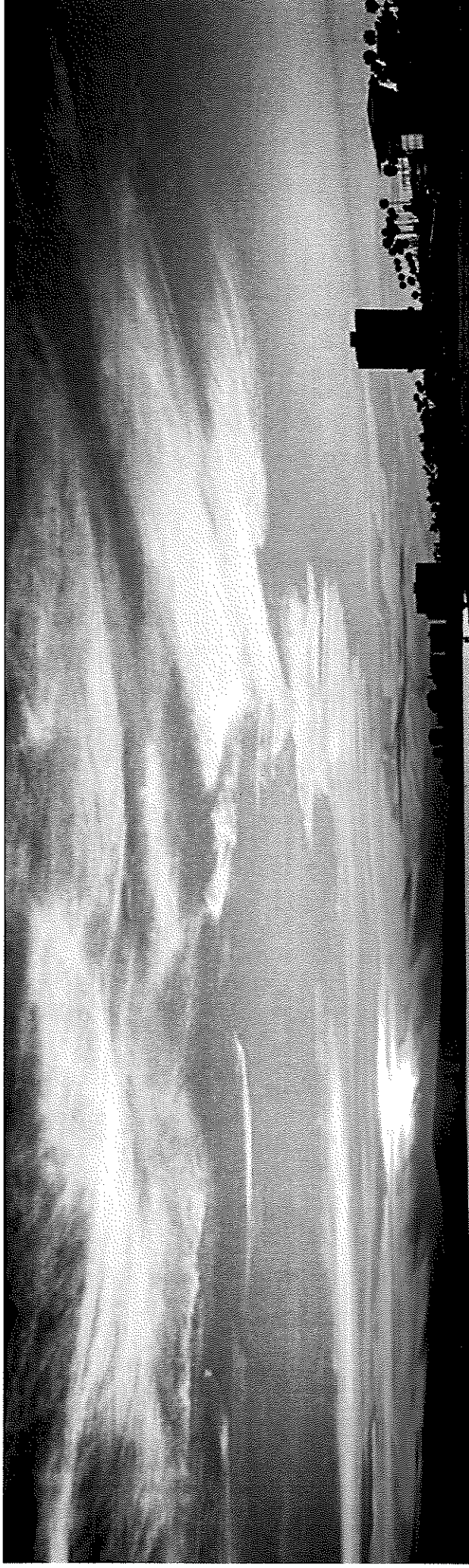
As a condition precedent to the effectiveness of this Contract rewarded as a result of this RFP, Contractor shall procure and maintain at Contractor's expense for the duration of this Contract rewarded as a result of this RFP from an insurance company that is admitted to write insurance in the State of California or that has a rating of or equivalent to an A:VIII by A.M. Best and Company the following insurance:

- (a) Commercial general liability insurance equivalent in coverage scope to ISO CG 00 01 10 93 naming the City of Long Beach, and its officials, employees, and agents as additional insureds on a form equivalent in coverage scope to ISO CG 20 26 11 85 from and against claims, demands, causes of action, expenses, costs, or liability for injury to or death of persons, or damage to or loss of property arising out activities performed by or on behalf of the Contractor in an amount not less than One Million Dollars (US \$1,000,000) per occurrence and Two Million Dollars (US \$2,000,000) in general aggregate. If services are provided to minors or other vulnerable groups, coverage for allegations of abuse or molestation shall be included.
- (b) Workers' compensation coverage as required by the Labor Code of the State of California and Employer's liability insurance with minimum limits of One Million Dollars (US \$1,000,000) per accident or occupational illness. The policy shall be endorsed with a waiver of the insurer's right of subrogation against the City of Long Beach, and its officials, employees, and agents.
- (c) If professional services (such as counseling or psychotherapy) are part of the scope of services, professional liability or errors and omissions liability insurance in an amount not less than One Million Dollars (\$1,000,000) per claim and in aggregate covering the services provided pursuant to this Agreement.
- (d) If the services provided pursuant to this Agreement may be delivered remotely, electronic data processing liability and cyberspace/online liability in an amount not less than One Million Dollars (\$1,000,000) per claim covering the services provided pursuant to this Agreement.

Any self-insurance program or self-insurance retention must be approved separately in writing by City and shall protect the City of Long Beach, and its officials, employees, and agents in the same manner and to the same extent as they would have been protected had the policy or policies not contained retention provisions. Each insurance policy shall be endorsed to State that coverage shall not be suspended, voided, or canceled by either party except after thirty (30) days prior written notice to City, and shall be primary and not contributing to any other insurance or self-insurance maintained by City.

Any subcontractors which Contractor may use in the performance of this Contract rewarded as a result of this RFP shall be required to indemnify the City to the same extent as the Contractor and to maintain insurance in compliance with the provisions of this section.

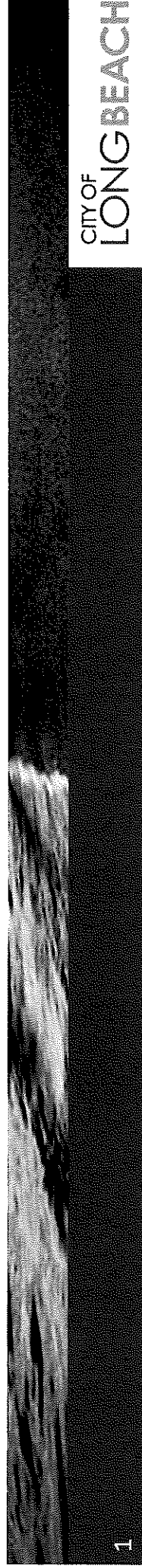
Contractor shall deliver to City certificates of insurance and original endorsements for approval as to sufficiency and form prior to the start of performance hereunder. The certificates and endorsements for each insurance policy shall contain the original signature of a person authorized by that insurer to bind coverage on its behalf. "Claims-made" policies are not acceptable unless City Risk Manager determines that "Occurrence" policies are not available in the market for the risk being insured. In a "Claims-made" policy is accepted, it must provide for an extended reporting period of not less than three (3) years. Such insurance as required herein shall not be deemed to limit Contractor's liability relating to performance under this Agreement. City reserves the right to require complete certified copies of all said policies at any time. Any modification or waiver of the insurance requirements herein shall be made only with the approval of City Risk Manager. The procuring of insurance shall not be construed as a limitation on liability or as full performance of the indemnification provisions of this Agreement.



Project Homekey Property Acquisition

City Council

November 17, 2020



Background

Project Homekey

- July 2020 – Governor Newsom announced \$600M in grants for the Homekey Program to further expand housing for persons experiencing homelessness and impacted by COVID-19
- Eligible uses include acquisition and conversion of hotels into interim housing
- Interdepartmental City staff team conducted evaluation of potential sites
- September 2020 – Homekey application accepted and funds reserved for acquisition
- Total cost of acquisition will be \$21M, funded through \$15M in Homekey Funds and \$6M in other grant funds
- Total cost of operations for the first two years will be approximately \$4M, funded through \$2.4M in Homekey Funds and \$1.6M in other grant funds

Site Selection Criteria

- Total number of units
- Physical condition of property
- Proximity to transit, grocery stores, libraries, medical care, employment centers, and other CTCAC score amenities
- Lot size and zoning
- Potential nuisance abatement
- Assessed value of the property
- Ability to later dispose of the asset
- Score achieved under HCD Homekey scoring criteria

1725 Long Beach Boulevard

- City staff identified 1725 Long Beach Boulevard as potential site for conversion to interim housing
- The property includes a 102-room, four story hotel, operated as the Best Western of Long Beach, with parking, fitness, dining, and other amenities
- Located near transit, employment centers, schools, grocery stores, medical care, and permanent supportive housing
- Will serve people experiencing homelessness transitioning to permanent housing solutions



Proposed Terms and Conditions

- City staff negotiated the purchase with the following terms:

Purchase Price:	\$21,660,000
<u>Due Diligence/Closing Fees:</u>	<u>\$ 60,000</u>
Total Acquisition Cost:	\$21,720,000

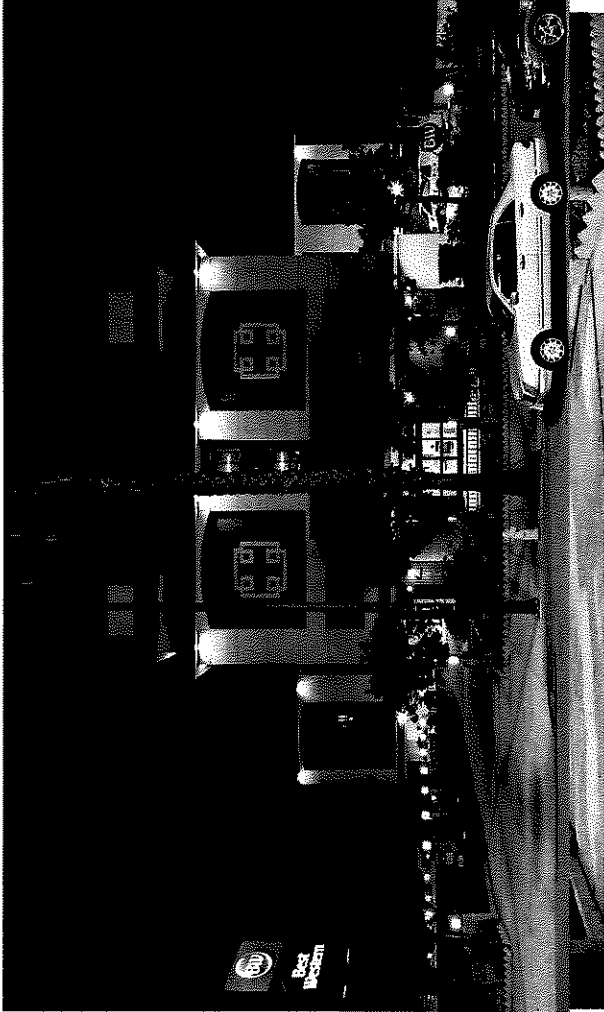
- Escrow will close by December 18, 2020
- Operations to commence by February 2021



Proposed Terms and Conditions

Acquisition Funding Sources

Department	Amount	Funding Source
Health & Human Services	\$15,337,400	HCD Homekey Grant
Health & Human Services	\$390,000	HEAP Grant
Health & Human Services	\$1,000,000	State CARES Act allocated for Homeless Services
Development Services via Health Services	\$3,600,000	Federal CARES Act - ESG
Development Services	\$1,392,600	CDBG-CV3
Total:	\$21,720,000	



Operations and Services

Population to be served:

- Adults experiencing homelessness with
 - Multiple underlying health issues (at high vulnerability to COVID-19)
 - Match to a permanent housing resource
 - High priority for housing match through the Coordinated Entry System

Support services will include:

- Client-centered case management
- Individual stability plans
- Employment development
- Domestic violence programs
- Stress/anger management
- Health education and wellness
- Referral to mental health treatment

Operations and Services

- Projected opening in February 2021
- City staff expect to temporarily operate the facility while conducting an RFP for a longer-term service provider
- Two years of operations anticipated to cost \$4,000,000
 - Project Homekey offers \$2.4M in operating subsidies for the first two years
 - Remainder of cost funded through existing Continuum of Care grant funds
- Further operations funding to be identified through new and existing grants and other sources
 - Costs will be absorbed into Homeless Services budget and are not expected to impact the City's structural deficit

Operations Funding Sources (2 Years)

Department	Amount	Funding Source
Health & Human Services	\$2,400,000	HCD Homekey Subsidy
Health & Human Services	\$1,500,000	CARES ESG
Health & Human Services	\$100,000	HHAP
Total:	\$4,000,000	

Operations and Services

- Community Meeting will be conducted in partnership with Councilmember Zendejas' office, in order to engage residents, service providers, and experts prior to facility opening
- City Staff will ensure good neighbor policies at the facility, including restricted site access, adequate staff to client ratio, 24/7 security service, pre-screening of residents, etc.
- Maintaining good neighbor policies will be a criteria in selecting the future operator of facility

Thank you

Christopher Koontz

Deputy Director, Development Services
Department

Christopher.Koontz@longbeach.gov

(562) 570-6288



EXHIBIT “A-2”

Scope of Work

City of Long Beach

Request For Proposals Number HE21-019

For Project Homekey Operation

COVER PAGE

Company Name: Illumination Foundation

Contact Person: John Ing

Address: 1091 North Batavia Street City: Orange State: CA Zip: 92867

Telephone: (949) 273-0555 Fax: (888) 517-7123 Federal Tax ID No.: XXXXXXXXXX

E-mail: jing@ifhomeless.org

Prices contained in this proposal are subject to acceptance within 90 calendar days.

I have read, understand, and agree to all terms and conditions herein. Date: 1/4/21

Signed 

Print Name & Title JOHN ING, CFO

Rev 2016 0919

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Section 3. Organizational Capacity	3
Staff Resumes	10
Section 4. Project Description	22
Section 5. Coordination and Collaboration	37
Section 6. Performance Monitoring Plan	39

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(Section 1. Application Cover Sheet, precedes this page)

Section 2. Company Background and References

Company Background

Founded in 2008, Illumination Foundation has been providing interim housing, permanent supportive housing, emergency housing, and housing support services for individuals and families experiencing homelessness for more than 12 years. Illumination Foundation is a 501(c)(3) nonprofit organization incorporated in the state of California with EIN 71-104768 DUNS number 829919047.

Illumination Foundation's corporate office is located at 1091 N. Batavia Street, Orange, California, 92867.

Illumination Foundation operates exclusively in Southern California. Direct client services are conducted at external sites throughout Los Angeles County, Orange County, and the Inland Empire. Its corporate office services all locations.

Illumination Foundation employs 299 full-time and 7 part-time employees. Of these employees, 17 full-time employees and 1 part-time employee reside in Long Beach.

In order to staff the Project Homekey program, Illumination Foundation employees will be assigned from our Los Angeles County program. In addition to the Program Manager, CEO Paul Leon and COO Pooja Bhalla will oversee this program.

Illumination Foundation's point of contact for a contract resulting from this RFP is:

John Ing, Chief Financial Officer

1091 N. Batavia Street, Orange, California 92867

(949) 273-0555

Financial stability: Please see attached documents

Subcontractor Information

Does this proposal include the use of subcontractors?

Yes ___ No ☒ Initials

References

Participant Name	Project Description	Project Dates	Staff Assigned to reference engagement	Participant Project Manager, phone
Los Angeles County Department of Health Services	Interim housing, recuperative care	April 1, 2017 - present	Elizabeth Saldana	Emily Thomas, MS, MD Deputy Medical Director of Housing for Health, (601) 750-6196
Orange County Health Care Agency	Project Roomkey	3/23/2020 - present	CEO Paul Leon, COO Pooja Bhalla, Rose Wolfrum	Jason Austin, (714) 834-5000
City of Anaheim	Rapid rehousing and case management	HAPP Homeless Assistance Pilot Program (2014-present) and CHIPP Chronically Homeless Individuals Pilot Program (2015-present) contracts	Rose Wolfrum	Albert Ramirez, (714) 765-4300 ext. 4826

City of Stanton	Collaboration with the City of Stanton to turn a dilapidated part of town into a resource that served hundreds of individuals and families experiencing homelessness	From 2012 - 2019	CEO Paul Leon	Mayor David Shawver, (714) 379-9222
City of Garden Grove	Shelter and rapid rehousing	Emergency Solutions Grant, 2020	COO Pooja Bhalla	Timothy Throne, (714) 741-5144

If awarded the Project Homekey contract, Illumination Foundation will obtain a Long Beach business license.

Section 3. Organizational Capacity

Company background/history and why Proposer is qualified to provide the services

Illumination Foundation has been providing comprehensive housing services for individuals experiencing homelessness since 2008. We are dedicated to our mission of providing targeted, interdisciplinary services for the most vulnerable homeless clients in order to disrupt the cycle of homelessness. Since our inception, we have progressively incorporated elements that increase our ability to address the causal issues of homelessness. By leveraging the resources of multiple service systems, integrating health and mental health services, emphasizing intensive case management and housing navigation, expanding children's programming, dramatically increasing housing resources and bed availability, and emphasizing data collection and analysis, we have built multifaceted and impactful homeless services programs.

Our headquarters has administrative offices for executive and senior leadership, finance, logistics, fundraising, communications, grants, data, and IT teams. Our dedicated staff of 299

full-time employees represents a wide variety of disciplines so that each client receives a cohesive set of services as they move through our system of care. Our goal is to maintain continuity of care with clients in order to build and deepen trust—a key ingredient to achieving positive housing outcomes. In 2019, we served 2,624 people, providing 288,559 safe shelter nights, housing 596 people, and diverting 174 individuals from homelessness. This work was supported by 18 separate contracts, including LA Care Health Plan, Los Angeles County Department of Health Services, Anaheim Homeless Assistance Pilot Program and Chronically Homeless Individuals Pilot Program, U.S. Department of Housing and Urban Development (HUD) Supportive Housing Program and HUD Permanent Supportive Housing, and multiple recuperative care contracts. Of clients served through these contracts, we estimate that 70% were chronically homeless.

Illumination Foundation has extensive public sector experience providing the services described in this RFP. **Currently, we are on the front lines to provide shelter and medical recuperative care to mitigate the spread of COVID-19 within the fragile population of those experiencing homelessness in Orange County.**

In March, after being asked by the Orange County Health Care Agency to become the service provider for Project Roomkey, we opened six locations throughout Orange County within four weeks. To date, we have served more than 2,500 clients, providing a safe environment for individuals experiencing homelessness who need isolation and medical care while also protecting those at risk. We accomplished this while continuing to manage our regular operations, including serving more than 1,000 clients a day in our two multi-service centers, family emergency shelters, emergency shelters (navigation centers), recuperative care facilities, and housing programs.

Our six Project Roomkey locations, located in Anaheim, Orange, Stanton, Huntington Beach, Laguna Hills, and Trabuco Canyon, specifically addressed the problems of hygiene, shelter, and care with respect to COVID-19 and individuals experiencing homelessness. Using a triage process to determine the acuity of a client's needs, we offered three levels of care:

- In three converted motels, we housed those who were currently asymptomatic for COVID-19, age 65+ or medically fragile
- In two converted motels, we identified, treated, and isolated those who were symptomatic and/or COVID-19 positive

- In one dormitory-style converted youth center, we housed those unsheltered of any age who were asymptomatic for COVID-19 and not medically fragile but needed to shelter in place

All Illumination Foundation Project Roomkey sites practiced CDC guidelines for the High Vulnerability Population of Safer in Place. By providing this level of care for COVID-19-involved patients, we were able to identify those individuals experiencing homelessness who needed isolation and 24-hour medical care while also protecting those at risk and/or having nowhere else to go. This approach reduced the density within shelters, making hygiene and social distancing easier, and took the burden off hospitals and the public health system.

In order to successfully launch the program, we brought on and/or successfully trained more than 230 staff in the program's first month.

Services provided to our clients included 24/7 crisis management, medical coordination and oversight, illness education, transportation, linkage to income benefits, linkage to medical and behavioral healthcare, and linkage to vocational and employment services.

With Project Roomkey scheduled to conclude and the pandemic showing no sign of slowing, we agreed to extend our contract with the county and currently are operating three isolation shelters. These isolation centers are located in existing Illumination Foundation facilities located in Buena Park, Fullerton, and Anaheim. From March through December, we have served a total of 2,554 clients in the six Project Roomkey locations and three isolation sites.

Length of time the Proposer has been providing services described in this RFP to the public and/or private sector.

Illumination Foundation's interim housing experience dates back more than a decade, with the establishment of our recuperative care program in 2010. We currently operate six recuperative care facilities, two in Los Angeles County. This program aims to effectively manage the post-hospital care of homeless patients and to help them successfully transition back into the community. It provides a safe, clean place for the client to rest and recover while getting connected to external medical, social services, and housing.

Recuperative care clients are the highest users of emergency rooms and have significant care barriers exacerbated by comorbidities, mental illness, substance use, and living on the street. They frequently are resistant to attaining healthcare, particularly mental health and substance

use treatment, resulting in serious untreated health conditions. We provided 1,191 homeless clients with recuperative care services in the calendar year 2019. We currently have 173 recuperative care beds and 109 FTEs on staff, including operations, drivers, site workers, case managers, and a medical coordination team.

Illumination Foundation has run multiple housing programs since our inception more than 12 years ago. Our programs provide a full range of services, including intensive case management, housing navigation and retention, substance use counseling, and medical and behavioral health linkages. We operate two low-barrier navigation centers where homeless individuals, couples, and families are offered an intensive level of services to increase income, connect to resources, secure housing, and cope with underlying health, mental health, and substance use issues that present barriers to housing. Every service is designed to promote forward movement into housing rather than cyclical movement in and out of shelters. Additionally, we operate three family emergency shelters that are infused with easily accessible services to address the needs of the entire family unit. Our family shelters are designed to serve as interim shelters for families who are on their way to permanent supportive housing, with a preferred maximum length of stay of 90 days.

Describe steps that your agency will take to ensure that your agency will be able to begin to accept participants and provide services at the site in late February

Illumination Foundation has a proven track record in every aspect of operationalizing a program such as Project Homekey. As demonstrated in our COVID-19 Project Roomkey effort, discussed above in detail, we have significant experience implementing a directly comparable project that brings with it a high degree of urgency. Our ability to ramp up staffing and immediately begin offering services to the most vulnerable clients was instrumental in the success of the Project Roomkey program.

Time and again we have demonstrated our ability to quickly scale up and deliver complex programs with high service delivery standards. This is a result of a strong infrastructure that supports our experienced management, service, finance, data, IT, logistics, human resources, and volunteer teams. All of our internal teams are trained to be nimble and adapt quickly to change. This allows us to rapidly launch and implement new projects, bring them to scale quickly, and make real-time accommodations that the constantly changing landscape requires. We have structured our staffing to accommodate growth and change without diluting the quality of services. Two years ago, we implemented a multi-layered staffing model for new projects that pairs experienced existing staff with newer staff. Team members receive intensive

training and supervision in order to ensure that the program is able to scale immediately.

During the ramp-up, the program manager will prepare a readiness report for our executive team which covers topics such as staffing, equipment inventory, security, food, water, and training.

Training includes:

- Client intake procedure
- De-escalation techniques
- Proper use of PPE
- Food preparation/delivery system
- Narcan training

As a result of the organization's sustained growth, our logistic team is adept at monitoring inventory and updating PPE and other supplies on a daily basis. The team also coordinates food, maintenance, and procurement of supplies.

Illumination Foundation has demonstrated its ability to quickly implement complex projects on many occasions. For example, in December 2018 we worked closely with the City of Anaheim to plan, design, and launch a 200-bed interim shelter, transforming an empty warehouse in 14 days. This shelter was designed to accommodate homeless individuals during the winter months while two replacement temporary shelters were being outfitted.

In the run up to the interim shelter launch, we assisted in all efforts to communicate with neighborhood groups and to assuage the concerns of Anaheim residents as part of our Good Neighbor Policy. On December 20, 2018, at 4 AM, the Anaheim Police Department, several city officials, and the key leadership from Illumination Foundation visited Anaheim parks to begin directing individuals experiencing homelessness towards the shelter. On opening day, the shelter received 40 individuals, ramping up to 150 in two weeks. During the temporary shelter's 3-month life, we served a total of 416 individuals.

During the 3-month period the Anaheim interim shelter was in operation, we were able to quickly pivot, renovating and opening the 101-bed La Mesa Shelter and Navigation Center in Anaheim. We worked in partnership with the Salvation Army to safely transfer overflow clients from the temporary shelter to other city shelters before relocating the remaining clients to La Mesa.

Another example of our ability to implement and execute complex programs was the launch of the Santa Ana Riverbed project. In May 2018, we were contracted with the Orange County Health Care Agency to provide interim housing and services to 60 of the most vulnerable chronically homeless clients coming from the Santa Ana River Bed. One year later, we had served 123 clients, the vast majority of whom had co-occurring mental health and substance use issues. Every client received a combination of intensive case management, medical care coordination, behavioral health services, peer support, and housing navigation. We were able to place 53 individuals in permanent housing and, in the following year, 79% were still housed and connected to our case managers.

Illumination Foundation has experienced tremendous growth over the past 12 years. Our expansion is due in large part to our commitment to community partnerships. In all our programming, in all locations, we work extensively with local municipalities, businesses, volunteers, other homeless services providers and nonprofits, faith-based organizations, colleges, healthcare organizations, city officials, property owners and landlords, and law enforcement in order to provide cost-effective, service-enriched, community-based housing solutions.

Led by our executive leadership team, we have worked throughout the region to establish strong relationships. As our programming has expanded, we have learned to quickly forge collaborations that best serve our clients and the goals of each specific contract. As experienced and active participants in the Orange County and Los Angeles County Coordinated Entry Systems (CES; discussed further in Section 5), we are confident that we will quickly earn the trust of our colleagues in Long Beach as we work with them to best serve the needs of Project Homekey clients.

Resumes for key staff to be responsible for the performance of any contract resulting from this RFP

Illumination Foundation will focus on assembling an experienced team with the skills required to operate Project Homekey on Day 1. Our key staff will include:

Program Manager—Elizabeth Saldana, Vice President of Los Angeles and Inland Empire Operations

Elizabeth Saldana began working with nonprofits in 2007 when she joined Giving Children Hope (GCH) in Buena Park, where she worked until 2015. Before joining Illumination Foundation in 2019, Elizabeth worked for the Community Action Partnership of OC, where she oversaw their Orange County outreach and Central Valley operations.

Site Coordinator—Cassandra Hernandez

Cassandra Hernandez has been with Illumination Foundation for four years and currently serves as the Associate Site Manager at our Santa Fe Springs recuperative care site.

Lead Case Manager—Rose Wolfrum

Rose Wolfrum has been with Illumination for nine years, most recently serving as Director of Children and Families Programming. She transferred to Project Roomkey shortly after it began and assumed a leadership role in the program. Rose resides in Long Beach.

Case Manager—Sean Burke

Sean Burke has been with Illumination Foundation for one year and currently serves as Manager of Case Management for our two Los Angeles County recuperative care sites, Santa Fe Springs and Lincoln Park.

Case Manager—Adilis Sanchez

Adilis Sanchez has been with Illumination Foundation for one year and currently serves as Lead Case Manager at our Santa Fe Springs recuperative care site.

Site Assistant—Elena Hudson

Elena Hudson has been with Illumination Foundation for six months and currently serves as behavioral health technician at our Santa Fe Springs recuperative care site. She resides in Long Beach.

Resumes begin on the next page.

ELIZABETH SALDANA

ELIZABETH SALDANA

CLIFTON STRENGTHS

1. ACHIEVER
2. RELATOR
3. ANALYTICAL
4. LEARNER
5. INDIVIDUALIZATION

PROFILE

Active community liaison and model leader, skilled in project management with broad experience in building relationships, developing strategies, program implementation and results driven. Motivated by achieving a work environment reflecting innovation, accountability and teamwork.

PROFESSIONAL EXPERIENCE

Energy & Environmental Services
Department
Outreach and Energy Assistance
Operations Manager
Community Action Partnership of
Orange County
2016 - present

Program Manager for the Low Income Weatherization Program(LIWP) with a contract allocation of 13 + million dollars. Responsibilities include developing and managing program operations, subcontractor communications, direct program expenditures, communications with California State Department(CSD).

- Responsible for meeting contractual obligations for: Department of Energy(DOE), Low Income Home Energy Assistance Program(LIHEAP), and Energy Savings Assistance(ESA) a SoCal Gas Company program. Awarded funds exceed 5 million dollars.
- Lead launch and implementation of \$40,000. software system with the goal of increasing department efficiency, tracking of KPI's and restructuring of workflows. Resulting in approximately 50 hours saved in staff hours per week. Restructured
- department units resulting in measurable outcomes, leading to an additional million dollars awarded by CSD.

Practice Manager
Whittier Hearing Center
2015 - 2016

- Worked closely with owners and business management group to develop goals for staff with the intent of increasing the ROI.
- Managed and trained all administration staff including Medical Billing Manager, Community Outreach Coordinator, Administrative Assistant etc.
- Managed operations of business including but not limited to accounts receivable, accounts payable, payroll, and hiring.
- Developed and/or updated policies and procedures for business.
- Responsible for retaining customer base and increasing visibility among target demographic by working closely with marketing department to develop and coordinate outreach events, community speaking engagements, web page, social media, paid advertisements, press releases and newsletter.

Director of Community Development
Global Operations and
Development/Giving Children Hope
2012 - 2015

- Community ambassador and liaison representing local and international programs.
- Responsible for increasing exposure among Orange County and Los Angeles business and community stakeholders.
- Worked closely with city council, city staff, community leaders, service clubs and chambers with the goal of cultivating strong collaborative relationships. Developed and maintained new revenue streams, grant opportunities, partners, and product acquisition.
- Responsible for developing and managing revenue generating events.
- Trained Director of Community Programs in procedures, organizational policy, rules and regulations regarding partner contracts with city and business entities.

Director of Community Programs Global
Operations and Development/ Giving
Children Hope 2007 - 2012

- Primary community ambassador for local programs in Orange and Los Angeles County.
- Developed and implemented strategic plan for all local programs in Orange, Los Angeles and San Diego County.
- Managed, directed and planned operations for three diverse programs with unique goals and objectives.
- Developed and expanded the We've Got Your Back program in five years from one hundred and twenty individuals served in two cities to six thousand individuals served in thirteen cities.
- Increased nonprofit partnerships from 50 to nearly 200 members. Resulting in an increase of revenue by six hundred percent.

SKILLS

• Operations
• Strategic Planning
• Public Speaking
• Training/Development
• Contract Management
• Fundraising
• Fluent in Spanish
• Excel, Publisher, Word, Vizio

2019

2014

2005

1999

EDUCATION

Management Development for Entrepreneurs, UCLA
Anderson School of Management

Bachelor of Science in Business Project Management,
University of Phoenix

General Studies AA, Cypress College

Cypress High School

MERITS

- 2018 **EPIC Leadership Team**, membership issued by Mr.Scott President & CEO of Community Action Partnership of Orange County
- 2015 **Coin of Merit**, issued by Chief Sianez Buena, Park Police Department
- 2015 **Coin of Merit**, issued by Chief Nunez, Los Alamitos Police Department
- 2013 **Woman of Heart**, Buena Park Woman's Club

REFERENCES

Kathy Andry

Deputy Director of Energy &
Environmental Services Department of
Community Services &
Development kathy_andry@csd.ca.gov
916 - 955 - 3561

Virginia Vaughn

Former Buena Park Mayor
714 - 746 - 8836
vvaughn1973@yahoo.com

Marisa Semense

Chief Operations Officer Community
Action Partnership of Long
Beach msemense@lbcaa.com
562 - 522 - 1432

Christine Sanchez

Director of Community Programs
Giving Children Hope
714 - 523 - 4454
csanchez@gchope.org

AFFILIATIONS

- 2018- present The Association of Women in Water, Energy & Environment 2018-
present Association of Energy Services Professionals
- 2015- 2016 Active Member, Whittier Chamber of Commerce
- 2012-2015 Board Member, West Orange Regional Chamber of Commerce
- 2013-2015 President 2013-2014, Rotary Club
- 2013-2014 Board Member, Latino Leadership Roundtable
- 2009-2015 Anaheim, Buena Park, Fullerton and Stanton Collaborative
- 2009-2015 United Way Speakers Bureau
- 2007-2015 Orange County Department of Education HOPES Forum

Cassandra Hernandez

13704 Franklin St #10 Whittier ca 90602 • (562) 246-4006 • aliyah1020@gmail.com

OBJECTIVE

To obtain a challenging position in which I may utilize my experience, training, outstanding customer service skills and strong work ethic.

QUALIFICATIONS

- Experience in customer service, housekeeping, cooking, and cleaning.
- Bilingual in English and Spanish can communicate in both languages
- Friendly and outgoing professional with exceptional people skills
- Energetic and detail-oriented housekeeping and in residential, commercial and hospital setting.
- Flexible and adaptable team player who follows direction well and is available for any shift
- Quick and enthusiastic learner
- Ability to work efficiently and effectively both independently and as part of a team
- Self-motivated, punctual, responsible, honest and dependable

WORK EXPERIENCE

Uber, Los Angeles, CA

6/2016 – Present

Driver

Respond to ride request from consumers through Uber app, pick up consumers and drop them off at desired destination.

Private Care, Whittier, CA

9/2011 – 3/2015

Caregiver

Light housekeeping, cooking, assistance with grooming and bathing, medication and appointment reminders, and assistance with toileting and incontinence issues.

PIH, La Mirada, CA

6/2013 – 9/2013

Adult Care

Assisting day program coordinator with various activities for the adult day care program called "A Day Away" and assisting the elderly.

EDUCATION

Sierra High School, Whittier, CA

2013

High School Diploma

Freedom Christian Center, Santa Fe Springs, CA

2016

Associates of Science, Theological Studies

REFERENCES

Available Upon Request

1912 E Bermuda St. #9
Long Beach, CA 90802

562-637-6659
rose.wolfrum@gmail.com

Rosalie Wolfrum

PROFESSIONAL EXPERIENCE

Illumination Foundation

November 2011-Present

Director of Children's Programs

July 2013- Present

- Supervise and manage Illumination Foundation's 2 Children's Resource Centers which provide early childhood and after-school programming for 100 homeless and at-risk children.
- Manage a team over 15 staff and volunteers within the Children's Department to ensure all children receive robust and ample services in all program settings.
- Collaborate and partner with over 20 nonprofit organizations to provide supplemental services to empower youth and families in Illumination Foundation's children's programs.
- Implement and design educational and trauma-informed best practices and curriculum to increase children's social and emotional wellbeing and academic progress.
- Collect and analyze data relating to student grades, attendance, and social and emotional well-being to ensure success and efficiency of programs
- Manage relationships with the Magnolia and Santa Ana Unified School Districts in order to meet the educational and academic needs of children enrolled in programs at the Children's Resource Centers

Children's Program Coordinator

November 2011- July 2013

- Executed childhood enrichment programs for homeless children living in motels emphasizing in social skills, art, education, and emotional well-being.
- Utilized Ages and Stages Questionnaire to screen children for developmental delays and referred to outside agencies for further assessment.

Case Manager

September 2012- June 2013

- Provided direct case management for homeless families in Orange County.
- Assisted families in obtainment of employment, permanent housing, and resources to sustain stability

Garden Grove Unified School District

October 2011- August 2013

Clinton Elementary School

Special Education Aide

- Parallel taught alongside education specialist 9-10 students with mild/moderate disabilities in a special day class.
- Collaborated with education specialist to create and establish students' goals on IEPs.
- Practiced Applied Behavioral Analysis (ABA) to extinguish undesirable behaviors and increase positive behaviors.
- Facilitated social skills groups to improve students' social and emotional competency in the school, home, and community settings.

Childhelp Orange County

June 2011- November 2011

Childcare Worker

- Provided direct client care for severely emotionally disturbed foster care youth in a residential group home setting.
- Facilitated support groups specializing in conflict mediation, self-esteem, and teamwork.
- Utilized crisis communication to de-escalate clients.

Boys and Girls Club of Garden Grove

(Crosby Elementary)

August 2008- August 2011

Lead Instructor

- Assisted Site Coordinator in the oversight of an after school program of 100 children.
- Created and implemented enrichment activities in the unique areas of: healthy life skills, recreation, leadership, arts, and education.

SKILLS

- CPR/First Aid Certified
- Proficient command of the Spanish language
- Proficient in Microsoft Word, Office, and Excel

EDUCATION

- Bachelors of Arts Early Childhood Development -Brandman University, part of the Chapman University System

Sean W. Burke

2537 Hancock Street #3, Los Angeles, CA 90031
213-634-2625, sean.w.burke@hotmail.com

Human Services Professional with over 8 years of experience working with mentally ill, homeless and formerly homeless individuals with co-occurring mental health disorders as well as acute physical health conditions. Areas of expertise include: Case Management, Homeless Outreach, Housing Navigation & Housing Retention, Mental Health Rehabilitation & Recovery, Program Development & Management, and Supervision of Counselors & Case Managers.

Relevant Experience

Medical Case Worker

Department of Health Services/Maxim Healthcare – Whole Person Care – Los Angeles CA

2019

Reentry planning for incarcerated inmates at Twin Towers, and Men's Central Jail Correctional Facilities.

- Reviews clinical notes, and medical records to triage referrals from correctional facility medical, and mental health staff to determine inmate eligibility for comprehensive release/reentry planning program.
- Meets with inmates throughout jail to interview and assess needs and create individualized care plan to assist as they reenter the community.
- Refers clients to a wide range of services including county benefit programs, housing providers, medical providers, employment and educational programs to create comprehensive wrap-around plan.
- Maintains extensive knowledge of community resources, expanding upon existing program resources.
- Schedules medical, and mental health appointments on behalf of clients to ensure appropriate medical care is in place prior to release.
- Records all interactions, and referrals in multiple charting databases in a tight deadline driven environment.

Program Manager

2018

The People Concern - Housing Navigation – Los Angeles CA

Management of newly created CES Housing Navigation program providing wide-ranging assistance to people experiencing homelessness throughout the process of acquiring housing.

- Created program materials including charts, program description, handbook, and referral paperwork.
- Structured program in adherence to LAHSA Scope of Service and required documentation.
- Successfully communicated program goals, and referral process to partner organizations to initiate inflow of client referrals.
- Trained staff on understanding HUD requirements, and definitions as well as subsidy application procedures.
- Led team meetings to include trainings on proper note entries, goal creation, and evidence-based practice.
- Worked collaboratively with SPA 4 CES HUB Coordinators, and outreach Program Directors to ensure matched clients are being tracked and supported throughout the process of acquiring housing.
- Supervised Housing Navigators ensuring that client's needs are being met, paperwork is properly completed, and filed, and services are being recorded.
- Managed caseload of clients; guiding them through the housing process by assisting them in accessing necessary documentation, medical, and mental healthcare, as well as other supportive services.

Case Manager

2016-2018

Housing Works – Mobile Integrated Service Team – Los Angeles, CA

Field based mobile case management service provider assisting with benefits and healthcare linkage, as well housing location and retention services for people experiencing homelessness throughout Los Angeles.

- Assisted clients in applying for rental assistance as well as locating and maintaining permanent affordable housing.
- Utilized a broad spectrum of resources for housing subsidy including FHSP, HACLA, and HACOLA vouchers, and worked with agencies related to those subsidies to ensure rapid acquisition of assistance for each client.
- Assisted clients in overcoming the systemic, and personal barriers to accessing medical care, income, and housing.
- Connected clients to health insurance, income, medical, and psychiatric care by assessing their needs and connecting them with partner agencies.
- Focused on behavioral barriers to housing retention by assisting clients with identifying goals and utilizing evidenced based methods to maintain housing.
- Built partnerships with supportive housing agencies to maintain a solid continuum of care and in-home housing retention services.
- Submitted monthly, quarterly, and annual reports document program outcomes, and integrity.

Housing & Outreach Coordinator

2015-2016

Mental Health America – Homeless Innovations Project – Long Beach, CA

Innovative project designed to increase the integration of mental and physical healthcare in all areas of homeless services from outreach, to housing acquisition, and long term supportive services.

- Conducted street outreach to assess and locate clients appropriate for enrollment in HUD funded Housing First program.
- Connected clients to housing opportunities with the goal of locating permanent, sustainable, and affordable housing.
- Worked closely with clients learning their individual strengths and needs to ensure they are exercising self-determination as well as being matched to appropriate resources.
- Facilitated housing clients by partnering with them, looking for housing in the community, and supporting them through every step of the process.
- Acted as liaison between client and housing management/landlord as well as other service providers and other tenants to clarify expectations, resolve issues, and to ensure support and clear communication.
- Utilizing Critical Time Intervention provided regular home visits, in-home case management support, and community-based referrals to assist clients in staying successfully housed.
- Worked as part of a multi-disciplinary team collaborating with other project staff to provide clients with comprehensive and organized planning.
- Provided recovery based mental health and addictions treatment as well as counseling by practicing Trauma Informed Care, Harm Reduction, and Motivational Interviewing.

Case Manager

2012-2015

Pine Street Inn – Stapleton House - Boston, MA

Housing-First Residential Safe Haven serving as long-term transitional housing for adult men with severe mental illness who have been chronically homeless, resistant to care, are high utilizers of emergency services, and are either street-homeless, or long-term shelter stayers.

- Conducted street and shelter outreach and participated in selection process for prospective tenants in DMH funded Housing First Safe Haven.
- Met regularly with each individual client in caseload with the purpose of addressing barriers to housing retention and to seek opportunities for ongoing psychosocial rehabilitation.
- Performed ongoing clinical assessments for clients in caseload developing treatment plans with the goal of assisting clients with moving into appropriate permanent, affordable housing.
- Provided supervision of counselors to promote and ensure program integrity and to proactively maintain continuity of care, implementation of treatment plans, and treatment outcomes.
- Oversaw counselors' schedules, reviewed all shift notes, and provided guidance to counselors on executing care plans, and rapport building with clients.
- Participated in hiring process, and employee evaluation with Director of Programs.
- Attended, and presented client cases at city DMH meetings to report on program progress, and advocate for services.
- Submitted monthly, quarterly, and annual reports to Director of Psych Services, and DMH.
- Successfully developed relationships across the Continuum of Care to ensure that each client received all supportive services available to them.

Education

Bachelor of Liberal Studies – American Studies Concentration - 2010

Salem State University – Salem, MA

- Completed coursework in Psychology, Abnormal Psych., Sociology, and the Sociology of U.S. Urban Problems.
- Minors in Two-Dimensional Art & Design, and Philosophy.

Occupational Trainings

- | | |
|---|-------------------------------|
| • Non-Violent Crisis Intervention | • CPR & First Aid |
| • Substance Use Treatment | • Clinical Treatment Planning |
| • Trauma Informed Care | • Critical Time Intervention |
| • Harm Reduction | • DSM-V |
| • Hoarding Management and Prevention. | • Motivational Interviewing |
| • Homeless Health Care Los Angeles Supervisory Training for Homeless Services | • Mental Health First Aid |
-

Adilis Sanchez

Medical Case Worker- LA county department of Corrections

El Monte, CA 91732

adilissanchez9_wh9@indeedemail.com

(626)632-0512

To acquire an accountable and challenging position with a progressive company where my effort and experience will have valuable opportunity and room for advancement.

Work Experience

Medical Case Worker

Department of Corrections - Los Angeles, CA

February 2019 to Present

Whole Person Care case manager for community reentry services from the LA County correctional system for Men's Central jail and Twin Towers Correctional Facility. Provide correctional case management and community reentry assessments for clients who are at high risk to recidivate back to the county correctional system due to mental health, substance abuse and chronic illness. Specialize in working with clients in detox through the Inmate Reception Center during initial processing at Twin Towers Correctional Facility. Refer clients to (MAT) Medication Assistance Treatment while in custody and coordinating inpatient/ outpatient drug treatment post release. Work with general populations and special populations such as LGBT/transgender , sex offenders, and chronic mental health clients. Develop care plans/community reentry plans with client by assessing needs, strengths and overcoming future potential obstacles prior to the clients release from custody. Coordinate a variety extensive care needs by referring clients to housing, getting proper identification needs, mental health linkage, primary care linkage, transportation, employment, substance abuse treatment. Extensively Collaborate with Sheriff department staff, LA County Probation Department, California Department of Corrections and Rehabilitation (State Parole) , community health workers, medical providers , drug treatment centers and community resource organizations to help closely identify clients' needs for successful reentry.

SERVICE COORDINATOR SAN GABRIEL

POMONA REGIONAL CENTER

September 2015 to Present

- Assists clients with developmental disabilities and their families in locating services and programs within their community
- Explains available resources and services to clients and their families
- Consults with clients and their families regarding the client's needs
- Conducts meetings with clients and their families and other agencies
- Develops and implements Individual Program Plans (IPP)
- Documents interim and annual reports within mandated timelines

CASE MANAGER CRITTENTON SERVICES

CHILDREN AND FAMILY

July 2012 to May 2015

- Find a suitable care taker to complete the Family Reunification Process for assigned clients as required by program statement and contracts
- Oversee all phases of a client's services including assessment, family reunification and discharge
- Develop, maintain and monitor reunification and discharge plan
- Ensure the wellbeing and safety of the client prior to living in the home where the care taker lives by conducting assessments and retrieving relevant documentation
- Act as liaison between various departments and outside contacts including Los Angeles County Probation, and Department of Children and Family Services.
- Maintain weekly contact with clients to inform them of the status of their cases
- Escort the client to their destination with their Sponsor to ensure their safe arrival
- Link families to services and resources within the community upon reunification.

CHILDREN'S SOCIAL WORKER INTERN DEPARTMENT

CHILDREN AND FAMILY SERVICES

August 2009 to June 2010

- Managed a case load of 10-15 families
- Conduct assessment of families, create service plans, write treatment summaries, make appropriate referrals
- Monitored progress in services
- Monitored client visits and conducted home visitations
- Attended Intact Family Services Team meetings and agency wide staff meeting
- Participated in case consultations
- Helped supervisor with tasks such as creating resource directories, a training manual, and other materials

CHILD CARE DIRECTOR PASADENA YMCA

Child Care Program

August 2004 to August 2009

- Managed hiring of staff and staff scheduling
- Maintain budget
- Head Community Outreach Program for the organization
- Facilitated curriculum planning for the Child Care Program
- Handled parent conferences in regards to concerns with children and general customer service
- Directed Summer Day Camp for children K-6th grade

Education

BACHELORS IN SOCIAL WORK in SOCIAL WORK

ASUZA PACIFIC UNIVERSITY

May 2010

CHILD DEVELOPMENT

PASADENA CITY COLLEGE

May 2006

Skills

- **GOAL ORIENTED**
- **BILINGUAL**
- **ORGANIZATION SKILLS**
- **Social Service**

Additional Information

SKILLS & ABILITIES

10 years of extensive experience working with at-risk and low-income children and families.

Sound experience in developing relationships with clients

Very effective communication skills (both written and spoken)

Love and keen interest in people's care and well-being

Excellent ability to work independently and handle pressure

Keen ability to keep sensitive information confidential

Mature and special ability to handle responsibility

Special organization skills, goal oriented, proactive, excellent at reporting and persistent

Bilingual: Able to speak, read and write proficiently in Spanish

Experience verifying both verbally and written progress and completion of client's Court mandated programs

Ability to document and prepare reports regarding progress

Elena Hudson

Long Beach, CA 90804
ehparalegal2_rp7@indeedemail.com
(562) 234-4500

- Office Manager Experience
- 10 years of Intake Experience in a Law Office
- Experience working with the public
- Registered with CAADE

Authorized to work in the US for any employer

Work Experience

Behavioral Health Technician

Clean Path Behavioral Health - Costa Mesa, CA
November 2019 to Present

Assist women addicted to drugs and alcohol in a residential setting to be independent and help them develop the necessary skills to be productive in society after they finish the program, I also do rounds every 15/30 minutes to make sure women are safe, I assist with groups and AA meetings and the following responsibilities:

- Facilitated clients' daily needs per the program schedule.
- Conducted person and property searches of participants as required.
- Performed urine drug screening testing of participants as required.
- Provided transportation services including patient transportation/supervision, errands, shopping, pick-ups etc.
- Observed and monitored participants' behavior and interactions. Documented communication log into kipu.
- I assisted with medications and medication log and input of info into kipu.
- Maintained awareness of client schedules and personal time.
- Conducted regular house and grounds checks, advised supervisor of any irregularities. Assisted in keeping grounds and facility safe and clean.
- Knowledge of drug and alcohol dependency, mental health, family systems and various recovery resources in the community.
- I am able to confront behavioral changes, identify a crisis, and recognize when additional assistance is necessary.
- Ability to recognize personal recovery issues that have an impact on job performance and interactions with clients.
- Attended all staff meetings, in-service trainings, and educational workshops

FREELANCE PARALEGAL - Legal Document Preparation

Long Beach, CA
May 2003 to Present

Legal Assistant)

Assist customers in preparing legal documents; Interview and intake with customer in both languages; General office duties; Answered phones; Sales & Marketing of Business, Scheduled appointments; Filing family law documents, including but not limited to Summons & Petitions, Fee Waivers, Declarations of Disclosures and Judgment & Default Packages, I also Prepared and Filed Unlawful Detainers from start to finish, Small Claims and Guardianship Matters, communicated with court clerks, Sheriff and Messengers.

Behavioral Technician

Solid Landings - Costa Mesa, CA

June 2018 to August 2019

I was an intern in this facility and my responsibilities were as follows:

Responsibilities

- Facilitated clients' daily needs per the program schedule.
- Conducted person and property searches of participants as required.
- Performed urine drug screening testing of participants as required.
- Provided transportation services including patient transportation/supervision, errands, shopping, pick-ups etc.
- Observed and monitored participants' behavior and interactions. Documented communication log into kipu.
- I assisted with medications and medication log and input of info into kipu.
- Maintained awareness of client schedules and personal time.
- Conducted regular house and grounds checks, advised supervisor of any irregularities. Assisted in keeping grounds and facility safe and clean.
- Knowledge of drug and alcohol dependency, mental health, family systems and various recovery resources in the community.
- I am able to confront behavioral changes, identify a crisis, and recognize when additional assistance is necessary.
- Ability to recognize personal recovery issues that have an impact on job performance and interactions with clients.
- Attended all staff meetings, in-service trainings, and educational workshops

Paralegal / Legal Assistant

Law Offices of Matthew J. Ruff - Torrance, CA

October 2000 to February 2003

Responsible for Interviewing and Intake of all clients in English and Spanish, Answered phones; Sales and Marketing, Calendaring; Preparation of Legal Pleadings and other documents, Prepared & filed Subpoenas, Communicated with court clerks on all cases.

Paralegal

Law Offices of Peacock & Lebeau - Long Beach, CA

1993 to 1998

Responsible for Interviewing and Intake of all clients in English and Spanish, answered phones; calendaring; preparation of legal pleadings and other legal documents, assisted attorneys with depositions, and trials, filed and prepared subpoenas, communicated with court clerks on all cases.

Education

High school or equivalent in Paralegal Studies

Cerritos College - Cerritos, CA

Human Services

Cypress College - Cypress, CA

Skills

- Microsoft Excel
- Receptionist
- Filing
- Data Entry
- Scheduling
- Customer Service
- MS Office
- Microsoft Word
- Organizational Skills
- Sales
- Time Management
- Typing
- Word
- Addiction Counseling
- Spanish
- Motivational Interviewing
- Multilingual
- Front Desk

Certifications and Licenses

Registered through CAADE

Assessments

Intermediate Word Processing with Microsoft Word — Highly Proficient May 2019

Intermediate Word techniques, including the use of formatting, Track Changes, and Comments. Full results:
https://share.indeedassessments.com/share_assignment/6272hqlln30ok-q7

Indeed Assessments provides skills tests that are not indicative of a license or certification, or continued development in any professional field.

Additional Information

I am currently done with alcohol and drug schooling, I am studying to pass state test.

Section 4. Project Description

No more than 15 pages describing the proposed solution, given the Scope of Project and Service Requirements detailed in Section 3.

Illumination Foundation has substantial capacity to launch, operate, and maintain the City of Long Beach's Project Homekey Operation, and we are fully committed to deploying resources to that end. Our experience with six Project Roomkey sites in Orange County, discussed above in detail, has given us insight into the best way to keep clients, staff, and the community safe; how to efficiently and effectively run such a program; and the key staff and services necessary to best shelter highly vulnerable individuals and successfully link them to housing opportunities.

We are confident that we can successfully operate the 102-unit interim housing property acquired by the City, prioritizing people experiencing homelessness with underlying health conditions and/or who are 65 years of age or older. We will provide case management services, housing navigation services, and basic property maintenance services, including custodial and on-site security.

In addition to our Project Roomkey efforts, Illumination Foundation currently operates and maintains two navigation centers, three family emergency shelters, and six recuperative care facilities. We are experienced providers of the Long Beach Project Homekey Operation's required operations services.

Illumination Foundation is also highly qualified to provide supportive services for Project Homekey. All Illumination Foundation programming includes on-site wraparound supportive services for clients. The supportive services we will provide clients as part of Project Homekey include:

- Individual Stability Plans will be developed and maintained by our case managers, working closely with each client.
- Individual Housing Plans will be developed and maintained by our case managers, working closely with each client.
- The program manager and case manager will coordinate and integrate activities with other programs targeted to people experiencing homelessness in Long Beach, including mainstream benefits, housing, health, social services, employment, education, and youth programs for which individuals and families experiencing or are at-risk of homelessness may be eligible.

- We will provide water for all clients, and meals for clients with monthly income below \$500; we will comply with their dietary restrictions.
- Our staff will be trained regarding common physical (primary) and mental health problems of people experiencing homelessness, best practices in client care, CPR/First Aid, and self-care. Our volunteers will receive training regarding common physical and mental health problems in people experiencing homelessness (our volunteer program is being run as a virtual program during the pandemic).
- Our case management services are housing focused, and we enthusiastically participate in the CES in the communities we serve. We will provide problem-solving/diversion services, referrals, assist clients with completing housing applications and other documents, accompany clients to housing and leasing appointments, and inform them of their rights as tenants.
- This Project Homekey facility will accommodate participants' service animals and animal companions, ensuring low-barrier access and a welcoming, non-discriminatory space for people with disabilities. Our staff will employ the Pet Policy and Procedures developed for our Project Roomkey facilities, which include in-room checks and visible inspections for urine, feces, and pests, with an accompanying pet log.
- We will provide 24/7/365 licensed security at the facility; two security guards will be on duty at all times and will be uniformed and easily identified as security.
- Our case managers will provide clients with substance use education and referrals to substance use counseling and treatment, medical health treatment, mental health treatment, and other services essential for achieving independent living, including other federal, state, local, and private assistance available to assist the client in obtaining housing stability. Illumination Foundation is known for working with clients experiencing multiple chronic conditions who present with mental health and substance use issues.
- Illumination Foundation is headed by two former public health nurses who are acutely aware of the seriousness of the COVID-19 pandemic. Our staff and clients will be provided with PPE, and we abide by all federal, state, and local public health guidelines, including social distancing (minimum of 6 feet) and cleanliness. Our logistics team will

monitor inventory and update PPE and other supplies daily. Our logistics team will also coordinate food, maintenance, and procurement of supplies.

- We will arrange for client transportation for essential medical appointments, leasing or leasing-related appointments, and other necessary travel. Our staff is well versed in handling the logistics of transportation services.

Incorporating housing first, harm reduction and trauma-informed care into the program

All Illumination Foundation programming incorporates the principles of housing first, harm reduction, and trauma-informed care. Our executive team is led by two former public health nurses who worked extensively with homeless individuals, and who know the key to successful outcomes is to treat each individual with compassion and dignity, and without judgment. Our staff receives frequent training in best practices and will bring these core principles to their work with Project Homekey clients.

Congruent with the housing first model, we seek to meet all clients wherever they are, recognizing that difficult behavior and engagement are often a result of past traumatic experiences. We will employ low barriers to entry, and we will not exit clients for standard noncompliance, substance use, or history of mental illness. Instead, we will practice strengths-based service delivery. We value client choice and self-determination, providing individualized and person-driven supports, focusing on recovery orientation and social and community integration. We offer supportive services to maximize housing stability and prevent returns to homelessness. We will adhere to the principles of housing first, which are an inherent part of our culture.

Recognizing that a history of prior trauma is a major precursor to homelessness, we place high emphasis on the evidence-based practice of trauma-informed care. Our staff is trained to develop a heightened awareness of the prevalence of multi-layered trauma and its impact on the physical, emotional, and mental health of our clients, as well as clients' behaviors and engagement in services. Using principles of client safety, trauma awareness, and building trusting and collaborative relationships, we will work with participants on identifying their experiences to help them begin to heal from trauma with the goal of building client empowerment. We will incorporate the principles of trauma-informed care into service plans. We will treat every program participant and household according to their unique traits, needs, strengths, risk factors and engagement style.

We will not impose sobriety as a condition of program participation. Instead, we focus on meeting our clients wherever they are in their journey. Our case managers employ noncoercive and nonjudgmental harm reduction strategies with clients in order to reduce the negative consequences of substance use and to promote positive health goals. To protect clients and staff, our staff receives intervention training for emergencies caused by substance use, including the administration of Naloxone to reverse the effects of an opioid overdose. In the best interest of our clients, we also provide access to substance use counselors, connections to behavioral health counselors (Licensed Clinical Social Workers, Master of Social Work, Marriage and Family Therapists, etc.), and provide education about substance use disorders and treatment information and referrals.

How will management and direct service staff be trained and onboarded for this program?

Our management and direct service staff team will include team members with direct experience providing the services that Project Homekey calls for and will have the skill required to operate a facility that is safe, respectful, and beneficial to both our clients and the community.

Our Human Resources department specializes in hiring housing services staff and has had success in locating and hiring those with previous direct homeless services experience. For that reason, we typically have potential staff in the pipeline when a new contract is secured, and we are able to quickly fill positions and begin training, as demonstrated most recently during our Project Roomkey program. All staff is trained in strategies to communicate with fellow staff, clients, and the community in a kind and courteous manner. Staff also participates in key policies and procedures training, including best practices in client care, CPR/First Aid, recognizing signs of mental health/substance addiction, de-escalation techniques, emergency procedures, etc. Our experienced staff will help mentor and train new hires in order to be ready to serve clients on Day 1.

The ramp-up to the opening of six Project Roomkey facilities, which we accomplished in the space of four short weeks, included hiring, training, and onboarding staff. That project was unprecedented in that it was a brand-new concept and was broad in scope, requiring us to bring on and/or successfully train more than 230 staff in the program's first month.

Illumination Foundation's executive team was directly involved in the Project Roomkey launch, providing hands-on support and leadership during all elements of the ramp-up and launch. We will employ a similar blueprint for the Project Homekey launch, using the knowledge we've gained from our Project Roomkey experience.

Describe your staffing plan and how it will cover the service responsibilities required of this program.

Our staffing plan will ensure that we can provide COVID-19 mitigation services, intake services, case management and housing navigation services, food and water provision, and basic property maintenance services, including custodial and on-site security.

Staffing Model

To effectively run the proposed program, we estimate devoting a total of 17.0 FTEs, including:

- 1.0 FTE Program Manager
- 1.0 FTE Site Coordinator/Shift Supervisor
- 1.0 FTE Lead Case Manager
- 3.0 FTE Case Manager
- 5.0 FTE Site Assistant/Monitor regular hours
- 4.0 FTE Site Assistant/Monitor off hours
- 2.0 FTE Site Assistant/Driver

The plan also includes 24/7 monitoring of the facility by two security personnel at all times. Illumination Foundation will secure these services through our current security provider.

The proposed plan implies 12% administration, including direct administration and program administration.

The proposed staffing plan implies a client-to-staff ratio of approximately 5:1 based on an average daily census of 100 clients. Not counting security, the client-to-staff ratio is approximately 6:1. This staffing ratio falls within the range of the staffing ratios for our Project Roomkey sites.

Staff Responsibility Matrix	
Staff Member	Duties
Program Manager	Oversees all daily operations including COVID-19 mitigation, bed reservation and inventory, intake, food, cleanliness, maintenance, client care, staff coordination, program outcomes, reporting, security, CES coordination, CoC collaboration coordination,

	Good Neighbor Policy, grievance policy, volunteer monitoring.
Site Coordinator/Shift Supervisor	Responsible for all operational needs, including COVID-19 mitigation, food/meals/water, cleanliness, maintenance, custodial, security, staff coordination, logistics, volunteer monitoring. Oversees site assistants
Lead Case Manager	Oversee data and track deliverables, oversee intake process including bed reservation, oversees case management staff, oversee CES coordination, evaluate client needs, make individual plan and goals w/client, create case file, make housing plan, record client data, complete monthly reporting, link clients with all relevant income and medical (physical, behavioral, substance use) referrals, monitor client progress and health
Case Manager	Process intake, evaluate client needs, make individual plan and goals w/client, make housing plan w/client, create case file, record client data, complete monthly reporting, link clients with all relevant income and medical (physical, behavioral, substance use) referrals, monitor client progress and health
Site Assistant	Assists with operations, including COVID-19 mitigation, cleaning, housekeeping, janitorial/custodial, meal service, laundry; advocates client needs to supervisor; provides 24/7 presence
Site Assistant/Driver	Assists with operations, including COVID-19 mitigation, cleaning, housekeeping, janitorial/custodial, meal service, laundry; advocates client needs to supervisor; provides 24/7 presence, transports clients to essential medical appointments, leasing or leasing-related appointments, and other necessary travel.

Describe how your agency will provide all operational needs of the site.

Illumination Foundation has had extensive experience providing the operational needs of numerous facilities during our 12+ years, including our high-volume 7/24/365

shelter/navigation center operations. Our infrastructure includes logistics and maintenance teams.

As provider for the Long Beach Project Homekey Operation, we will provide interim shelter in a low-barrier 102-unit hotel property acquired by the City for people experiencing homelessness who are in a high-risk category for COVID-19 and/or are 65 years of age or older. Twenty of the units will be reserved for triage, and three two-bedroom units will be available to families for short-term stays.

Our experienced program manager will oversee all operational aspects of the program.

Participant referrals will come through the Long Beach CoC, police and fire department, and other City-approved outreach agencies. Illumination Foundation will provide problem-solving/diversion services for all participants, including reconnection to families. For those who are appropriate for Project Homekey, we will complete intake documentation, and ensure they are document-ready for the CES, including providing a VI-SPADT, so they will be prioritized for permanent housing solutions and resources.

Upon intake, all participants will be given instruction on masks, hand washing, and social distancing. All participants will be connected to a case manager, who will assess their strengths and needs, using a client-centered, trauma-informed, harm reduction approach, and develop an individual Stability Plan. The case manager will provide participants with appropriate referrals and linkages to medical, mental health, and substance use care. The case manager will work to connect participants to income resources. The case manager will work with participants to develop a housing plan, connect to housing resources, complete applications, and explain their rights and responsibilities as tenants.

Illumination Foundation recognizes the importance of maintaining a clean facility. We will keep a schedule for regular facility cleaning which will include, at a minimum, providing fresh bed linens weekly for clients, as well as cleaning of client rooms. Shared spaces will be cleaned and serviced regularly. We will provide hygiene items and room supplies such as shampoo, soap, toilet paper, and PPE. Our logistics team will oversee supply inventory, purchasing, and distribution.

Our Project Homekey staff will rotate regular maintenance duties and inspections for minor repairs and replacements. Any need for repairs will be reported by staff to the program manager and/or maintenance manager. Minor repairs will be completed by our maintenance

staff. Maintenance and cleaning forms will be used to track completion of each task. Major repairs will be reported to the City per the City's process.

Our logistics team will be responsible for water and food supply and distribution.

Our IT team will be available to address any television or Internet issues that may arise.

We will employ our policies for pets, client delivery of food and goods, and security post/patrol that were developed for our Project Roomkey properties.

Illumination Foundation will be committed to maintaining a pest-free environment throughout the premises. As such, trash bags will at a minimum be emptied daily in all areas. All staff will receive appropriate training for the identification of common pests as well as prevention and control measures. We will ensure that the facility is regularly sanitized, and provide additional cleaning as necessary.

How will your program receive and incorporate participant feedback?

During Project Roomkey, the county's Behavioral Health Disaster Team contacted clients daily. The percentage of clients reporting questions or issues during that time was less than 10% of enrollment.

For Project Homekey, Illumination Foundation will implement a Grievance Policy to receive and incorporate participant feedback. We employ this procedure at all our facilities and used it at our Project Roomkey sites as well.

The purpose of the policy is twofold: to allow participants to freely and anonymously state their grievances to Illumination Foundation Senior Management without fear of reprisal from on-site staff; and to provide our organization with valuable information we can use to improve our performance and better serve our clients.

Participants will have several ways to share a grievance—verbally or in writing.

Locked grievance boxes and forms will be located at or near the front desk and in full access of participants at all times. Writing implements will also be provided as needed.

The boxes will be checked daily by the shift supervisor only. All grievances will be brought to the attention of the Senior Vice President of Los Angeles and Inland Empire Operations via secure email, along with all updates or reports of concessions made to assist the participant.

The Senior Vice President of LA Operations will follow up in person or via phone with the participant within 72 business hours. Participants will be allowed a reasonable opportunity to express their concerns and/or complaints. She will listen, consider what is being said, and provide the participant with an appropriate response/resolution. All decisions will be binding, and after the formal grievance procedure has been completed, staff and residents will be expected to regard the matter as settled.

All participants have the right to ask for assistance from another person to speak on their behalf, or to help fill out the grievance form. Upon conclusion of her interaction with the participant, the Senior VP of LA Operations will submit in writing the response/resolution to the executive team. Grievances and resolutions will be noted in the participant's EMR file. We will supplement our Grievance Policy with a staff and client feedback program called "Illuminate Us." This program provides forms and a ballot box for ideas and suggestions for improvement. All feedback is confidential. Feedback will be collected monthly and reviewed by the leadership team.

Describe your safety plan for staff and participants at the site.

The safety of staff and participants will be Illumination Foundation's top priority while operating the Project Homekey facility. Our staff is trained in infectious disease protocol, including COVID-19 safety, and we remain vigilant, amending our policies whenever necessary to reflect changes in federal, state, and local public health COVID-19 guidelines.

COVID-19/Infectious Disease Safety

Ensure facility policies and practices are in place to minimize exposures to respiratory pathogens including SARS-CoV-2, the virus that causes COVID-19. Measures will be implemented before client arrival, upon arrival, throughout the duration of the client's stay (LOS). Measures include:

- Complete preliminary screening by asking the client or referring representative the questions on Respiratory Pathogens/COVID-19 intake form.
- Limit points of entry to the facility.

- Take steps to ensure all persons with symptoms of COVID-19 or other respiratory infection (e.g., fever, cough) adhere to respiratory hygiene and cough etiquette, hand hygiene, and triage procedures throughout the duration of the LOS.
- Post visual alerts (e.g., signs, posters) at the entrance and in strategic places (e.g., waiting areas, common areas) to provide clients and staff with instructions (in appropriate languages) about hand hygiene, respiratory hygiene, and cough etiquette. Instructions will include how to use tissues to cover nose and mouth when coughing or sneezing, to dispose of tissues and contaminated items in waste receptacles, and how and when to perform hand hygiene.
- Provide supplies for respiratory hygiene and cough etiquette, including alcohol-based hand rub (ABHR) with 60-95% alcohol, tissues, and no-touch receptacles for disposal, at facility entrances, offices, and client check-ins.
- Ensure rapid safe triage and isolation of clients with symptoms of suspected COVID-19 or other respiratory infection (e.g., fever, cough).
- Prioritize triage of clients with respiratory symptoms.
- Triage personnel will have a supply of face masks and tissues for all clients at check-in. They will ensure that all clients are asked about the presence of symptoms of a respiratory infection and history of travel to areas experiencing transmission of COVID-19 or contact with possible COVID-19 clients.
- Isolate the client in an examination room with the door closed. If an examination room is not readily available ensure the client is not allowed to wait among other clients.
- Identify a separate, well-ventilated space that allows waiting clients to be separated by 6 or more feet, with easy access to respiratory hygiene supplies.
- Monitor for and evaluate all new fevers and respiratory illnesses among clients. Place any clients with unexplained fever or respiratory symptoms on appropriate Respiratory Pathogens COVID-19 Intake and evaluate.

Staff

All staff must wear the following when interacting with the clients or handling any client items:

- N95 or K95 mask. No cloth masks.
- Goggles or face shields. Regular eyeglasses are not an adequate protection.
- Gloves
- Gown when in contact with COVID-19-positive or presumed-positive client.

All staff will socially distance from other employees and limit interaction to fewer than 15 minutes.

All staff must limit shared tools and equipment. Alcohol-based wipes are provided to clean tools and equipment before and after use. Tools and equipment include but are not limited to: desks, computers, phones, chairs, and office supplies.

Staff assigned to clean and disinfect common areas will receive instruction regarding cleaning and disinfecting guidelines. During cleaning and disinfecting, complete PPE (gown, eye protection, mask, and gloves) must be worn. We follow the CDC cleaning and disinfection recommendations:

- Clean dirty surfaces with soap and water before disinfecting them.
- Surfaces are disinfected with products that meet EPA criteria for use against SARS-Cov-2 external icon, and are appropriate for the surface.
- Gloves and gowns are worn as appropriate for the chemicals being used during cleaning and disinfecting.
- Additional PPE may be needed depending on the setting and disinfectant product.
- Consult and follow the manufacturer's instructions for use.

Participants

All participants will be given instruction on masks, hand washing, and 6-foot-minimum social distancing upon intake. All common areas will have a maximum occupancy to allow for social distancing.

Masks will be provided for all participants to be used whenever they are not in their room. Participants will receive continual reminders regarding COVID-19 safety protocols.

Participants will be provided with social distancing resources, including TV/Internet, crossword puzzles and other word games, and books.

If a participant shows signs of illness, they will immediately be isolated. Medical authorities will immediately be contacted.

General Participant Safety Policy

- Visually observing the safety and wellness of participants. Taking note of a person, situation, environment or condition at regular intervals throughout the day and/or night in order to ensure that all participants are present and accounted for, free of potential harm or danger, and not experiencing a medical emergency.

- Visually observing the participant's room to ensure it is clean and free of illicit items, debris etc., and to ensure that participants are caring for themselves independently.
- Visually inspecting units for contraband (items in plain sight), sharp objects, tools, unapproved chemicals such as bleach, spray paint, etc., and removing any such items that are found. Properly document and store items. These items will be returned to the participant upon discharge.
- Inspecting the cleanliness of the participant's room to ensure that an unsafe or restricted access has not been created. Clear access into and around participant's room is necessary in case of Emergency Response Teams.
- Engaging in a brief conversation and inquiring as to any irregular physical or behavioral issues that a participant may be experiencing (loss of appetite, fatigue, shortness of breath). If a participant is in distress of any kind, staff must call 9-1-1 and remain with the participant until other staff arrive on scene.
- If at any time a participant expresses thoughts or behaviors of harm to self or others, staff is required to call 9-1-1.
- In the event staff is unable to enter a participant's room and the participant is known to be on site, entry will be gained by using the bypass method for the door locks. If this proves unsuccessful, staff will call 9-1-1 immediately.
- During Safety Checks, staff will take note of any participants that are in rooms that they are not assigned to and have participants return to their assigned room immediately.

General Policies and Procedures for Disease Prevention

Illumination Foundation follows protocols for prevention and treatment of diseases and conditions such as seizures, diabetic episodes, mental health episodes, lice, bed bugs, influenza, and other communicable and contagious diseases. Universal precautions will be maintained at all times in handling of fluids, client clothing, laundry, and in all cleaning of premises. When an accident or injury to an employee or client occurs or when there has been damage to facility property, staff will follow a set protocol, which includes:

- Immediately contacting supervisor about the situation

- Attending to any injuries
- Securing the accident scene by obtaining names, addresses, and phone numbers of witnesses if possible, taking photos if possible, and noting any unusual circumstances
- Recording all necessary information to complete a formal report
- Reporting all accidents or injuries within 24 hours to insurance carrier

If a client leaves due to disease, the bedding and client's clothes will be washed, bed cleaned, and bedding replaced on bed. Clothes and belongings will be stored in a designated area and held for the maximum amount of time permitted.

Universal precautions will be used for all handling of client possessions.

All staff will be tested for TB as required by OSHA standards and written in our Policy and Procedures handbook

Additional Safety Measures

- All staff receive our Safety Manual and are trained in fire and earthquake evacuation procedures. Evacuation paths, procedures, and marshalling points will be clearly posted in the main area. An evacuation point outside will be designated. A single person will be designated as staff lead at all times. In case of emergency, the staff lead will notify all staff and clients to evacuate and call 9-1-1.
- The program will be approved by the LBFD for all fire codes, sprinklers, alarms, and exits.
- Fire drills will be conducted at least quarterly. Documentation of fire drills will be kept for three years in shelter management files. The most recent annual fire inspection will be posted in a designated area of the facility and included in shelter management files.
- Fire extinguishers will be hung in each area of the building as shown in facility and evacuation plans. A certificate of the last most recent City inspection will be posted in a visible designated area.

Security Plan Highlights

- No person validated on the sex offender registry (Megan's Law) will be allowed to access the property. No felons with open warrants will be allowed to access the property. Illumination Foundation will work cooperatively with the local police department to screen clients for open warrants.
- All clients will present ID upon entry. Clients without valid California ID will be given supportive services to secure an ID. Clients will also receive a facility-specific ID. Belongings will be checked by security upon entrance and exit; all contraband will be seized. Clients will sign in and out from the premises.
- Security will be onsite at all times and be stationed both inside and outside the shelter to ensure maximum coverage. Security staff will be accessible and visible to clients.
- Security cameras inside and outside the facility will be monitored by security and staff. Strategically placed panic buttons will silently summon police during emergency situations.
- Clients will not be allowed to loiter in the surrounding neighborhood. Violations of this rule may cause a client to be exited from the facility.
- Everyone will enter and exit through one main entrance and security checkpoint.
- Any weapons found on a client will be confiscated.

Possession of Controlled Substances: Illumination Foundation has a strict policy prohibiting the possession or use of alcohol or controlled substances on facility premises by employees, residents, clients, and the general public.

Policy for Drug Possession: Staff will have the right to refuse entrance to any client who is noticeably under the influence or who is behaving inappropriately due to being under the influence.

Client Access to Emergency and Medical Care: Clients may have access to medical care at any time. Medical support may be accessed through local hospitals and visiting medical care providers if they are on site. If a client requires first aid items, they may access them from a

staff member at the service desk. The staff member may assist the client in first aid care with client's permission, as he/she will be trained and will follow using universal precautions.

All staff will assist in monitoring and following these safety concerns and rules:

- The lobby/entry/exit areas remain clear and void of excessive noise and activity.
- All entry/exit areas must remain clear at all times.
- Wet floors and other potential hazards are to be reported immediately to supervisors.
- In case of emergency, follow emergency evacuation signs and procedures.
- No running or playing in the hallways, lobbies.
- Pick up and dispose of trash appropriately.
- Assure that equipment is being used properly and safely.
- It is the responsibility of all staff to remind clients, volunteers, and guests of our safety rules and policies.
- Remind guests to drive slowly and safely in the parking lot and adjacent street. If a guest or employee is found driving on property in a dangerous manner, a supervisor should be notified immediately.
- When dealing with fluids (blood, vomit, etc.), always wear protective gloves and ensure the proper chemicals are used to sterilize the area.
- Emergency kits containing first aid supplies (bandages, gauze, antiseptic towelettes), sanitation supplies (soap, water), and waste bags will be on site at all times.

Program Requirements in Section 3 of RFP

If awarded the Project Homekey project, Illumination Foundation will follow all program requirements as listed in Section 3, pp. 13-14 in the RFP, including those covering:

- Certification of homelessness or at-risk of homelessness
- Program participant eligibility
- Confidentiality
- Universal assessment
- Coordination with other resources
- HMIS participation
- Reporting

Section 5. Coordination and Collaboration

Approximately 1 page describing the proposed approach to collaboration with the Long Beach Coordinated Entry System (CES)

Illumination Foundation believes in participating fully in the CES in order to nurture valuable relationships to best serve our clients. We have actively participated in the Los Angeles County and Orange County CES and broader CoC for many years. We support the CES and CoC by regularly attending CES, CoC board, and committee meetings; by serving as a designated access point in Orange County and Los Angeles; and by actively participating in the family CES. Our depth of collaborative experience will allow us to ensure that persons experiencing homelessness in Long Beach will all have access to the same resources, referrals, and assessment and prioritization process. We will meet our contract goals while operating within the broader City-wide effort to end homelessness.

At intake, our case managers—who are trained in HMIS, CES, VI-SPDAT assessment and prioritization, and referral protocols—will process all participants. They will ensure that in-person referrals from law enforcement and community agencies are processed for referrals to appropriate support service providers located on- and off site. We will work collaboratively within the CES to match clients with housing and connect those who are eligible for diversion to assistance, including service partners and reconnection to families. We understand and value the importance of advocating for our clients.

We are experienced utilizers of the HMIS system in Orange and Los Angeles counties, and received access to input in San Bernardino County in February. We have received consistently high grades on OC Data Quality reports (99.76% and 99.84% in our last two OC reports; LA County does not provide DQRs). Illumination Foundation will comply with HUD standards on participation, data collection, and reporting under a local HMIS.

We are deeply involved in carrying out strategies set forth in Orange County's 10-Year Plan to End Homelessness, including extensive participation in the development and implementation of the CES for Orange County's CoC. From outreach to housing matches to housing placement, we fully understand how the CoC and CES systems are designed to work. We will work within the system to best serve the Long Beach population.

Our experience in Orange County illustrates our commitment to the process. The CES has separate Coordinated Entry Lists for individuals and families. Because we serve both populations, we accept clients from both lists as follows:

- **Individuals**—We attend weekly CES meetings during which service providers are matched to adults on the Coordinated Entry List. Because of our capacity to serve clients with complex psychosocial needs, we typically receive the most vulnerable adults who score highest on the VI-SPDAT. We work within the CES to match clients in shelter to appropriate housing opportunities, advocating for clients and providing ongoing wraparound services in order to help clients maintain their housing options.
- **Families**—We attend weekly meetings of the Family Solutions Collaborative where clients are matched with housing options using the Family CES. We align our work with the core values expressed in the 10-Year Plan, including preservation of human dignity; providing safe, decent, sanitary housing; the pursuit of innovative strategies; the courage to act and take risks; and the expectation of success.

In order to have the opportunity to be matched to an appropriate program and/or housing opportunity, each client must be entered into the CES and required documentation must be uploaded to the system. To support entry of our clients into the CES, we ensure they have a VI-SPDAT assessment and are document ready. Each client is assigned a case manager, who ensures the client remains active in the system. We then advocate for the client when their name comes up at CES weekly match meetings. This same process will ensure that our Long Beach clients will receive appropriate housing matches as quickly as possible.

Illumination Foundation is a member of the Family Solutions Collaborative (FSC) and currently holds a seat on the executive board. The FSC is a network of 21 experienced agencies dedicated to ending family homelessness in Orange County. The FSC encourages partners to support each other, hold each other accountable, and adhere to best practice guidelines for service provision. Collectively, we take steps to reduce duplication of services, pursue continuous quality improvement, and maximize our impact. We believe in these principles, and continually work within the CoC in the communities we serve to collaborate with all agencies and organizations working to house those experiencing homelessness.

Section 6. Performance Monitoring Plan

Approximately 1-3 pages describing the proposed approach to meeting the performance measures detailed in Section 7.

The goal of the City of Long Beach's Project Homekey program is to expand the inventory of interim housing opportunities for people experiencing homelessness and in a COVID-19 high-risk category. Illumination Foundation will provide the expertise necessary to shelter those at high risk for COVID-19 because of underlying health conditions and/or advanced age, while working diligently and strategically to connect participants to all available housing options.

Performance Measure 1: The operator shall maintain a 95% occupancy of units within the program.

Illumination Foundation will meet this performance measure by operating a housing first, low-barrier facility, and by participating in the City's CoC and CES. We will use the CES the way it is intended, taking clients at the top of the prioritization list.

Given that the 2020 Long Beach Point in Time Count identified 2,034 individuals experiencing homelessness on the streets, in emergency shelters, or in transitional housing, and of these, 665 individuals and adults in families were identified as experiencing chronic homelessness, the need for the 102-unit Project Homekey facility is clear. And as the City points out, hundreds more individuals and families are visiting the City's multi-service center each month. Project Homekey will present a great opportunity to house individuals and to protect them and the community during the COVID-19 pandemic.

Performance Measure 2: 40% of participants exit to a permanent housing destination. This excludes participants within the triage units and participants who transfer to another shelter or higher care level.

Illumination Foundation will meet this measure by using all of our available resources to connect participants to permanent housing. We will make sure participants are entered into the CES and prioritized for services. Our case managers will work immediately with the client to develop an Individual Stability Plan and a housing plan to determine their housing goals, and to eliminate barriers (such as credit, eviction history, etc.) to stable, permanent housing. They will help clients with lease applications and making appointments. These intensive services aid in the assessment of housing barriers and provide solutions that result in accessing and retaining

permanent housing. Our knowledgeable team will work with other CoC members to provide our clients with access to all available resources.

Because participants will be among the most vulnerable individuals experiencing homelessness, most with underlying health conditions, we anticipate that they will be ranked high on the prioritization list, and we will advocate strongly for them.

Performance Measure 3: The average length of stay within the program is less than nine (9) months

Illumination Foundation will meet this measure by providing outstanding case management and housing navigation services, and by working diligently within the CoC to explore all available housing resources and housing opportunities.

Detail your how your leadership and management team will actively work with the team to address performance concerns.

Illumination Foundation is a data-driven organization with extensive experience evaluating housing programs. We track client data in both the Homeless Management Information System (HMIS) and in KIPU, our internal case management database. Through these systems, we are able to record intake information, client interactions, bed reservation and inventory, and all benchmarks related to income supports, connection to resources, health status, and housing status.

Our lead case manager will track deliverables. The staff will meet weekly with the program manager to address program progress, concerns, individual clients, and the program's overall status. The program manager in turn will meet weekly with Illumination Foundation's executive team to provide program updates, including data updates. All data is monitored not only by the lead case manager and program manager, but by our corporate data team. Data evaluation will include analysis of whether we are on track to meet performance measures. By using this process, we will be in position to continually monitor results and make any modifications that may become necessary.

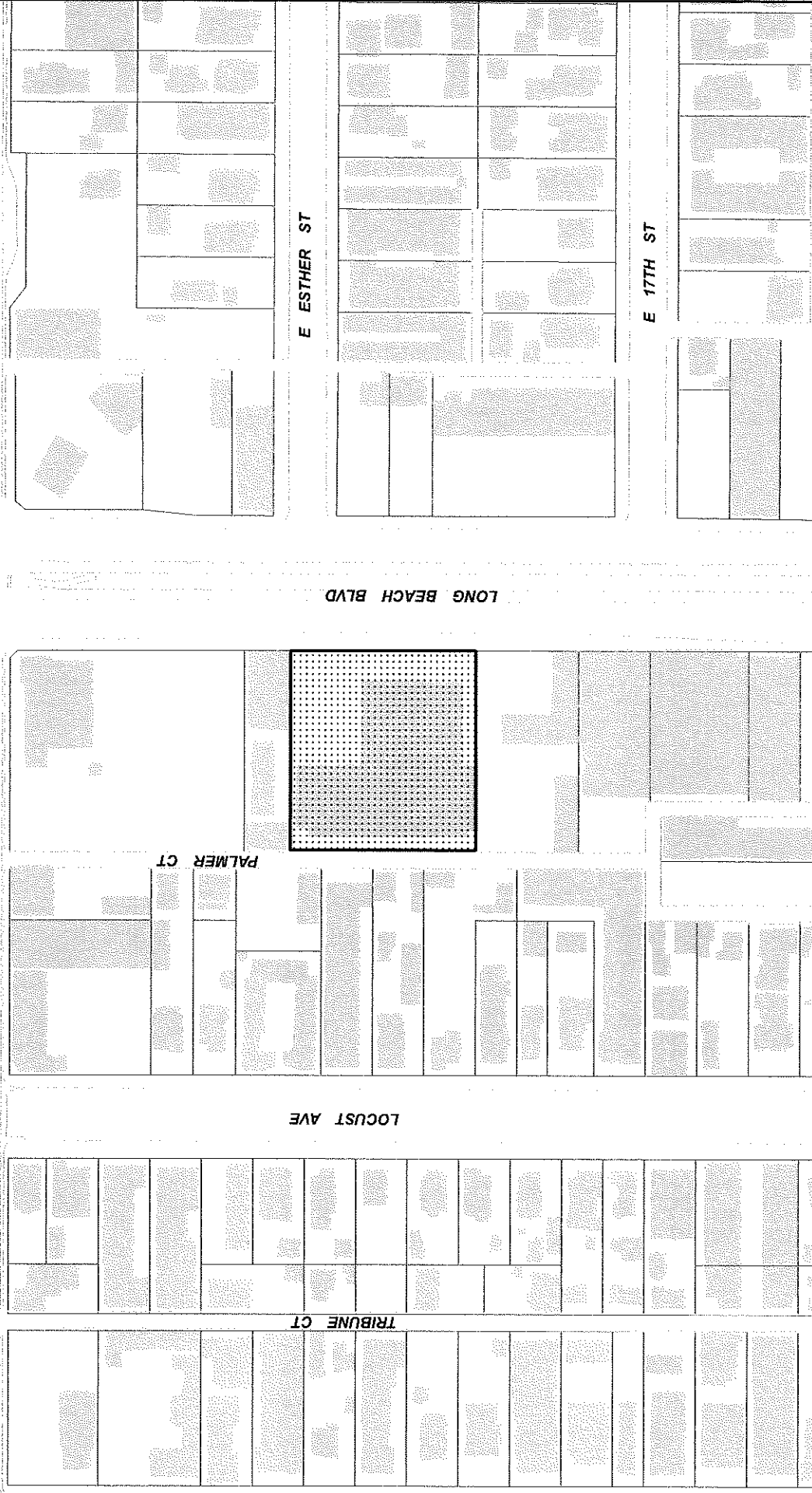
Illumination Foundation will submit quarterly performance reports and additional reports as needed on outputs and outcomes, including information on the number and demographics of participants served to date and/or reports required by the State. We will submit quarterly reports within ten days of each quarter's end for the period of program operation, with additional submissions as needed until the grant is closed out.

EXHIBIT “A-3”

Contractor’s Response to RFP No. HE21-019

E PACIFIC COAST HWY

E PACIFIC COAST HWY



Subject Property:
1725 Long Beach Blvd
Council District : 1

Attachment A

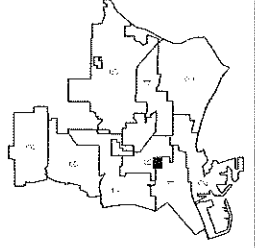


EXHIBIT A

(Legal Description of the Property)

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

Parcel 1:

The South 30 feet of Lot 2 and the Northerly 15 feet of Lot 3, of Mills Subdivision of the East 1/2 of Farm Lot 146, of the American Colony Tract, in the City of Long Beach, County of Los Angeles, State of California, as per Map recorded in Book 4 Pages 66 of Maps, in the Office of the County Recorder of said County.

Except therefrom the East 5 feet thereof conveyed to the City of Long Beach for street purposes.

Parcel 2:

The South 45 feet of the North 60 feet of Lot 3 of Mills Subdivision of the East half of Farm Lot 146 of the American Colony Tract, in the City of Long Beach, as per Map recorded in Book 4 Pages 66 of Maps, in the Office of the County Recorder of said County.

Except therefrom the East 5 feet thereof conveyed to the City of Long Beach for street purposes.

Parcel 3:

The North 45 feet of the South 90 feet of Lot 3 of Mills Subdivision of the East 1/2 of Farm Lot 146 of the American Colony Tract, in the City of Long Beach, as per Map recorded in Book 4 Pages 66 of Maps, except the East 5 feet thereof, conveyed to the City of Long Beach for street purposes.

Parcel 4:

The South 45 feet of Lot 3 of Mills Subdivision of the East 1/2 of Farm Lot 146 of the American Colony Tract, in the City of Long Beach, as per Map recorded in Book 4 Page 66 of Maps, in the Office of the County Recorder of said County.

Except therefrom the East 5 feet thereof as conveyed to the City of Long Beach for street purposes.

APN: 7269-019-049

EXHIBIT “B”

Rates/Charges

10. Cost

CITY OF LONG BEACH PROJECT HOMEKEY RFP Proposed Annual Operating Budget

OPERATING EXPENSES

Program Staff Salary & Benefits	\$	868,750	
		17.00	FTEs
Client Assistance			
Food (Assume 30% of Census)	\$	109,500	
Laundry	\$	36,500	
Other (Supplies, Janitorial, Linens, Etc.)	\$	200,750	
Sub-total		\$	346,750
Other Expenses			
Security services	\$	385,440	
Liability insurance		10,000	
TV/Internet Services		36,000	
Office supplies		3,060	
Telecom		3,060	
Staff mtg & travel		3,060	
Transportation		99,000	
Miscellaneous		30,594	
Sub-total		\$	570,214
Administrative Expenses	\$	214,286	@ 12%
TOTAL OPERATING EXPENSES		\$	2,000,000

EXHIBIT “D”

City’s Representative(s):

Kristian Castro

Office: 562.570.6656

Kristian.Castro@longbeach.gov

EXHIBIT “E”

Materials/Information Furnished: None

EXHIBIT “F”

Consultant’s Key Employee(s):

John Ing, Chief Financial Officer

Illumination Foundation

Office: 949.273.0555

jing@ifhomeless.org