

REQUEST FOR PROPOSAL (RFP)
CITY OF EL MONTE



CLIMATE ACTION PLAN

CITY OF EL MONTE
11333 VALLEY BOULEVARD
EL MONTE, CA 91731

ISSUE DATE:
Thursday, May 12, 2022

DEADLINE FOR QUESTIONS:
Thursday, May 26, 2022 @ 12:00 PM

DEADLINE FOR SUBMISSIONS:
Thursday, June 2, 2022 @ 3:00 PM

**REQUEST FOR PROPOSAL
CLIMATE ACTION PLAN**

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1.0 Overview

The City of El Monte (the “City”) is soliciting proposals from qualified professional consulting firms (the “Consultant”) to assist with the development of a Climate Action Plan (“CAP”) which will serve as a strategic plan to mitigate climate change through greenhouse gas (“GHG”) reductions targeting emissions in the construction, energy, transportation and waste sectors, and to adapt to the effects of climate change in accordance with this Request for Proposal. The City intends to award the Consultant a Professional Service Agreement (the “Agreement”) for such efforts.

The development of the CAP will be managed by the Department of Community & Economic Development. Through the CAP, the City of El Monte will take steps to achieve sustainability, efficiency and environmental goals.

All responses to this Request for Proposal (“RFP”) are due to the City **by 3:00 P.M. THURSDAY, JUNE 2, 2022** (“Submission Deadline”).

2.0 Background

Incorporated as a general law city in 1912, the City of El Monte is located approximately 10 miles east of downtown Los Angeles at the intersection of Interstates I-10 and I-605, with a diverse majority-minority population of almost 110,000.

The City of El Monte is seeking professional consultant services to work with staff, environmental working groups, regional public agencies, community stakeholders, businesses, City Council and other applicable boards, commissions and committees to develop a comprehensive, robust and innovative CAP that will:

- i. Evaluate current GHG emissions from both City government and the local community;
- ii. Assess the City’s vulnerability to the ongoing effects of climate change;
- iii. Recommend GHG emission reduction targets to align with Senate Bill 32 (“SB 32”) by 2030, and reach carbon neutrality on or before 2045;
- iv. Establish tier level recommendations on GHG reductions including implementation measures, policy recommendations and metrics for measuring progress;
- v. Identify local and regional climate challenges, opportunities, and direct impacts to the City of El Monte.

3.0 Scope of Services

The proposer shall perform the certain services necessary to achieve the following scope. Consultants are strongly recommended to suggest refinements and innovative methods that ultimately achieve the work product described below, if necessary:

- 3.1 Kick-off Meeting, Background Review, and Goal Setting.** Consultant shall meet with City Staff for a formal kick-off meeting. The meeting will go over the general overview of the project, goals and objectives, confirm project schedule, and identify existing documents, data, policies, and initiatives relevant to the development of the CAP.

3.2 Assessment of Existing Policies, Programs, and Best Practices. Consultant will conduct extensive research in several areas to inform subsequent phases of the required work. These areas include:

1. Review the City's updated General Plan Health and Safety Element (see Exhibit 6), which includes added language on the need to develop a Climate Action Plan.
2. Researching best practices from cities similar in size, scale, and physical context as El Monte, including successful climate action plans, effective mitigation and adaptation measures, financing mechanisms and funding programs to support implementation, and other resources and tools as appropriate;
3. Review existing City codes, policies, and programs that offer the potential for reducing GHG emissions or adapting to climate change; and,
4. Providing an expedited comparison of existing GHG inventory protocols and tolls that identify the scope and emission sources covered in each and investigates the availability of data needed to be undertaken. The City prefers a GHG inventory protocol that is compatible with industry best practices.

3.3 Vulnerability Assessment and Adaptation Measures. The Consultant shall provide a vulnerability assessment of the risks the City is likely to face as the impacts of climate change become more severe. Evaluated risks must include, but are not limited to: drought, extreme heat, precipitation, air quality, winds, wildfires, and indirect effects of sea level rise from coastal communities (i.e. population migration.) The analysis will also address any disproportional impacts that climate change may have on seniors, children, low-income residents, persons with disabilities, and other vulnerable populations across El Monte. This effort should include both community adaptation and municipal government operations. The Consultant shall provide costs and benefits associated with each proposed measure.

3.4 Greenhouse Gas Emissions Inventory. Consultant will conduct a *current* baseline GHG inventory for both community emissions and municipal government operations.

3.5 Greenhouse Gas Emissions Projections. Consultant will develop a GHG emission analysis for both community and municipal operations as if they continue to implement current (or refuse to enact new) policies, practices and operations (business-as-usual) as described in Task 3.2 and 3.4 of this RFP. The analyses shall also include GHG projections that were adopted or are soon to be adopted such as City master plans implemented by 2045. Some of these plans include:

1. [Green Building Code]
2. [Water Resource Plan and Wastewater Recycling/Treatment/Retention Plans]
3. [Urban Forestry Management Plan]
4. [Organic and Food Waste Programs]

Additionally, the Consultant shall utilize the State Energy Efficiency Collaborative's ("SEEC") ClearPath California in conducting their analyses. The analyses shall include different types of emission sources such as stationary energy, grid energy, transportation, land-use, water, wastewater, and urban forests.

3.6 Tier Level Emission Reduction Measures. The Consultant shall provide the City several tiered level approaches to align with SB 32 by 2030 and carbon neutrality by 2045. The approach can be conservative to aggressive and vice versa, or moderate and consistent. The first milestone in the tiered level approach shall be accomplished by reducing community GHG emissions by a minimum of 35% and a maximum of 65% from 2005 emission levels (or the "GHG Baseline".) The next sets of milestones should be in five to ten year increments.

3.7 Stakeholder Engagement. Consultant will engage stakeholders including the City Council, Planning Commission, Committees, City Staff, businesses, environmental groups, regional and local public agencies. The Consultant shall expect three stakeholder groups: (i) City Staff, (ii) Appointed and Elected Officials, and (iii) environmental working groups, businesses, regional public agencies and other stakeholders.

3.8 Implementation Plan. The Consultant will then prepare an implementation plan for the selected tier level mitigation and adaptation measures selected in Task 3.6 of this RFP. The implementation plan will identify lead agencies, partner organizations, costs, timeframe, funding mechanisms, and co-benefits.

3.9 Climate Action Plan. The Consultant will draft the CAP by summarizing all the research, analyses, and stakeholder engagement outcomes of this process. The CAP will address both City operations and community wide implementation plans in order to achieve GHG emissions reduction goals on or before 2045. The CAP shall be written in language that any person can understand and thereby be engaged in meeting the GHG reduction targets adopted by the City. The CAP shall be well designed and contain concise infographics. The initial draft will be reviewed by Staff and sent for review by the Planning Commission and other advisory committees before being finalized and presented to the City Council for ultimate adoption.

3.10 Ongoing Monitoring and Reporting. The CAP will be the City of El Monte's first formal plan to mitigate the effects of climate change and reduce GHG emissions. The Consultant shall provide a recommendation on the most straightforward yet most effective monitoring and reporting policies that Staff can use to provide ongoing updates to various commissions and the City Council.

3.11 CEQA Analysis. The Consultant will need to identify California Environmental Quality Act (“CEQA”) requirements related to the adoption of the CAP. The consultant will also need to identify implementation tasks that require CEQA compliance. The analysis shall be submitted in a technical memorandum. For clarity, the Consultant is not being asked to complete and submit CEQA documents for each implementation task.

4.0 Submittal Requirements

All proposals shall be submitted through the City’s electronic bid management system (PlanetBids) at <https://www.planetbids.com/portal/portal.cfm?CompanyID=43375> by **3:00 P.M. THURSDAY, JUNE 2, 2022** for the described project. A proposal submitted after the time set shall not be considered. Proposers are required to submit (upload) all items listed in Section 9 below, including acknowledgement of all addendums. Bid tabulations will be available on PlanetBids immediately following the bid closing.

Submitted proposals shall be maintained as confidential records of the City up to the Submission Deadline. Proposers may withdraw, modify and/or resubmit a proposal prior to the Submission Deadline but not after. Proposers shall be bound to the terms of their proposal following the Submission Deadline, however, the City, in its sole and absolute discretion, reserves the right to accept post deadline modifications if it is determined that such modifications are in the best interests of the City. The City also reserves the right to waive minor non-substantive informalities or allow the proposer to correct them.

- 4.1** Proposers shall be solely and exclusively responsible for all costs incurred in connection with the preparation and submission of the proposals; demonstrations; interviews; preparation of responses to questions and requests for additional information; for contract discussions; or for anything in any way related to this RFP. The City is not liable for any costs incurred by a proposer in response to this RFP. Whether or not a proposer is awarded a contract pursuant to this RFP, no proposer shall be entitled to reimbursement for any costs or expenses associated with the proposer’s participation in this RFP process.
- 4.2** Late proposals will not be considered.
- 4.3** The City reserves the right to reject any and all proposals received as a result of this RFP. The City’s potential award of a contract(s) will not be based on any single factor nor will it be based solely or exclusively on the lowest cost proposal. If a contract(s) is awarded, it will be awarded to the proposer(s) who in the judgment of the City has presented an optimal balance of relevant experience, technical expertise, price, quality of service, work history and other factors which the City may consider relevant and important in determining which proposal(s) is best for the City.
- 4.4** The City reserves the right to cancel or modify this RFP. There is no guarantee that the City will award contract.
- 4.5** City reserves the right to investigate the qualifications of any proposer under consideration including proposed subcontractors and parties otherwise related to the proposer and require confirmation of information furnished by a proposer, or require additional evidence of

experience and qualifications to provide the services or otherwise discharge the obligations required by this RFP.

- 4.6** The City, pursuant to the California Public Records Act (Govt. Code Section 6250 et seq.) reserves the right to make copies of all submitted proposals available for inspection and copying by any interested member of the public, except to the limited extent the City determines that any information contained in a proposal is legally privileged under the California Public Records Act. By submission of a proposal, proposers acknowledge and agree that their proposal and any information contained therein may be disclosed by the City to interested members of the public, including other proposers.
- 4.7** City reserves the right to approve or disapprove of particular subcontractors, joint venture partners, or other proposed team members.
- 4.8** The City reserves the right to evaluate responses in terms of the best interests of the City, applying criteria provided in this RFP and any other criteria the City, in its sole discretion, deems pertinent.
- 4.9** By the submission of a proposal, each proposer accepts and agrees to execute a written Professional Services Agreement (PSA) in the form attached hereto as Exhibit 1. By submission of a proposal, each proposer agrees to execute a PSA with the City in the form attached hereto as Exhibit 1, inclusive of all stated terms and conditions relating to indemnification, required insurance and standard of care requirements. If a proposer is unable to agree to any of the terms or conditions of the PSA in the form attached hereto, the proposer must identify the provision(s) in question and provide an explanation as to why the proposer cannot comply with such provisions. If a proposer's objection to a certain provision of the PSA is merely a question of added cost, the proposer shall indicate in the proposal the difference in cost associated with complying with the provision(s) versus the cost associated with the City's waiver or modification of the provision(s). The City shall be under no obligation to make modifications to the PSA after a contract has been awarded and proposers shall be deemed to have incorporated all costs associated with compliance with the PSA into their proposal. A proposer's inability to comply with one or more provisions of the PSA shall be a factor that will be considered by the City in determining which proposal will serve the best interest of the City when all other factors are taken into account.
- 4.10** All proposals must remain valid for a minimum period of ninety (90) calendar days after the Submission Deadline. Responses may not be modified or withdrawn by the proposer during this period of time except in accordance with this RFP and with written permission granted by the City.
- 4.11** Proposer is solely responsible for "on time" submission of their electronic proposal. The bid management system will not accept late proposals and no exceptions shall be made. Bidders will receive an e-proposal confirmation number with a time stamp from the bid management system indicating their bid was submitted successfully. The City will only receive those bids that were transmitted successfully. DO NOT FAX OR EMAIL.

NOTE: E-proposals are sealed and cannot be viewed by the City or any other person or entity until the closing date and time. If you need to withdraw your proposal, you may do so at any time before the Submission Deadline, by going back into the system and selecting “withdraw”.

4.12 Proposal will be accepted by the City on or before **3:00 P.M.** (local time) on **THURSDAY, JUNE 2, 2022**. Physical proposals shall not be accepted. All proposals shall be submitted through the City’s electronic bid management system (PlanetBids) at <https://www.planetbids.com/portal/portal.cfm?CompanyID=43375> by **3:00 P.M. THURSDAY, JUNE 2, 2022** .

5.0 Contract Administration

Betty Donovanik, Director of Community and Economic Development, or alternate designated representative, will be the contract administrator on behalf of the City.

6.0 Questions and Addenda

6.1 Project-specific questions must be submitted in writing through the City’s electronic bid management system (PlanetBids) at <https://www.planetbids.com/portal/portal.cfm?CompanyID=43375> by **12:00 P.M.** (local time) on or before **THURSDAY, MAY 26, 2022**. All posted questions will be answered in writing and conveyed via written addenda to all Proposers via posting on PlanetBids.

6.2 If it becomes necessary to revise any part of this RFP, an addendum(a) will be posted on the City’s electronic bid management system. It shall be the sole responsibility of the proposer to check for any addenda to the RFP that may be issued by the City. Proposer shall include acknowledgement of any addenda with their proposal.

7.0 Proposer’s Responsibilities

7.1 It is presumed that each proposer has read and is thoroughly familiar with the scope of services to be performed under this RFP.

7.2 The proposer agrees that, if a contract is awarded to a proposer, the proposer shall make no claim against the City or any of the funding agencies because of any estimate or statement made by any employees, agents, or consultants of the City which may prove to be erroneous in any respect.

8.0 Fee Schedule

Please provide billing rates for personnel according to their roles and responsibilities.

9.0 Proposal Format

All proposals shall include the following information and comply with the associated page limit restrictions. Note that 1 page includes the front side of an 8.5” x 11” sheet of paper and the cover does not constitute a page.

9.1 Cover Letter. 1-page cover letter signed by an officer of the firm, binding the proposer to all of the commitments made in the submittal. The letter shall include name, address and phone number of the person authorized to represent the proposer and shall include the following Statement:

I HAVE READ UNDERSTOOD AND AGREED TO ALL STATEMENTS IN THIS REQUEST FOR QUALIFICATIONS AND ACKNOWLEDGE RECEIPT OF ALL ADDENDUMS/AMENDMENTS AS WELL AS TO THE TERMS, CONDITIONS, AND ATTACHMENTS REFERENCED.

9.2 Letter of Interest. Description of the proposer's interest in the project, initial vision for the work, and relevant experience or background. Include contact information: name, title, company, address, phone, and email. (3000 characters maximum, including spaces)

9.3 Project Approach. Provide a detailed description of the approach and methodology to be used to accomplish the "Scope of Work" of this RFP. The methodology section should include:

- a. An implementation plan that describes in detail (i) the methods, including controls by which proposer manages projects of the type sought by this RFP; (ii) methodology for soliciting and documenting views of internal and external stakeholders; (iii) and any other project management or implementation strategies or techniques that the proposer intends to employ in carrying out the work.
- b. Detailed description of efforts proposer will undertake to achieve client satisfaction and to satisfy the requirements of the "Scope of Work" section.
- c. Overall timeline for each task.
- d. Detailed description of specific tasks proposer will require from City staff. Explain what the respective roles of City staff and your staff would be to complete the tasks specified in the Scope of Work.

9.4 Firm Qualifications. Maximum 4-page qualifications on the proposer and its area(s) of professional expertise relevant to this RFP, with emphasis on contracting services which are similar to those listed under 1.0 Overview, 2.0 Background and 3.0 Scope of Services, above.

9.5 Proposer Qualifications and Experience. Maximum 3–page summary of the relevant experience, work sample, training, education and special certifications of the proposer's personnel who will be performing the professional services contemplated under this RFP on the proposer's behalf. Briefly discuss the proposer's firm's qualifications and experience with projects of a similar magnitude and nature. The summary shall also include the office location of key personnel proposed to work on this contract. Relevant experience can include your firm's overall experience, experience with similar services for other cities or public agencies and the experience of individuals on your proposed team. Show how your experience relates to the demands of this RFP.

9.6 Proposed Personnel. Maximum 2–page resume for each proposed personnel, if any, which may be providing the services. There shall be a designated primary contact with the City during the contract period and shall function in that capacity while employed by the firm. In addition, the City must approve changes of personnel.

9.7 References. Each proposal must include at least three (3) public agency references going back not more than five (5) years from the issuance of this RFP in which the proposer was engaged to provide services similar to those requested under this RFP. References should place an emphasis on past projects in which the personnel to be used by proposer for this project were deployed. The references should include the name, title and contact information of the public agency officer or employee responsible for overseeing the proposer’s work.

9.8 Budget. Please include a budget for the proposed scope of work including a not-to-exceed cost to develop the CAP. At minimum, the budget must include the following: hourly rates/salaries and benefits for staff assigned to the project, anticipated hours of work, direct costs, administrative costs and other miscellaneous fees as applicable.

9.9 False Claims, Debarment and Civil Litigation History. Each proposer shall be required to complete and submit along with their proposal the certification forms relating to false claims, debarment and civil litigation history which are attached here to as Exhibits 2, 3 and 4 respectively.

9.10 Conflict of Interest Disclosure Statement. Each proposer shall complete the Conflict of Interest Disclosure Statement attached hereto as Exhibit 5. City reserves the right to disqualify any proposer who fails to submit and/or sign the Conflict of Interest Disclosure Statement. Proposers are directed to be reasonably thorough and detailed in listing and describing the nature of any relationship the proposer has with a Conflicted Consultant or a Potentially Adverse Client, as those terms are defined under the Conflict of Interest Disclosure Statement. Similarly, proposers are directed to be reasonably thorough and detailed in describing what measures the proposer has taken to avoid, neutralize or mitigate a potential conflict.

10.0 Evaluation Criteria

Each proposal shall be evaluated on the basis of the proposer’s expertise and experience and the expertise of its key personnel along with prior contracting history, approach to the project, cost, and compliance with the RFP requirements including the terms of the attached PSA. Each such factor shall be weighted by the City as follows:

- 1) Expertise, Experience & Training (40 points maximum).
- 2) Project Approach (25 points maximum).
- 3) Fee/Rate Schedule (20 points maximum).
- 4) Compliance with RFP (15 points maximum).

CATEGORIES	MAXIMUM POSSIBLE POINTS
1. Expertise, Experience & Training	40
2. Project Approach	25
3. Fee/Rate Schedule	20
4. RFP Compliance	15
TOTAL POINTS	100

11.0 Selection Process

A selection committee comprised of City staff will review the proposals. Proposals will be ranked on qualifications and the selection committee may choose to interview several of the top ranked proposers. However, at its sole discretion, the selection committee may forego interviews and select a proposer solely based on the review of the proposals.