


<p>Submit to: City Clerk, 6th E 6th St. Lawrence, KS 66044; or www.lawrenceks.org/eBid</p>		<h1>Request for Proposals 2300040</h1>
<p>Issued: May 2, 2023</p>	<p>Closes: Tuesday, May 30, 2023 2:00 p.m. local time</p>	<p>Bid Event: Prebid Meeting May 10, 2023 1:30 pm Zoom Link</p>
<p>Title: Pallet Shelter Village Operating Services</p>		
<p>Description of Work: The City is seeking an operator for a new 24/7 managed non-congregate emergency shelter consisting of up to 75 micro-cabins, to provide people experiencing homelessness with a location to safely shelter and work on recovering from homelessness.</p>		
<p>Contract Term: Three (3) initial term with one (1) optional additional Three (3) year term.</p>		
<p>Questions Deadline: 5:00 pm on Thursday, May 11, 2023. All questions or requests for clarification must be submitted to: purchasing@lawrenceks.org.</p>		
<p>SUBMITTAL REQUIREMENTS ARE ON PGS. 3-6</p>		
<p><i>The City reserves the right to accept or reject any and all bids and all or part of a bid and to waive informalities, technical defects, and minor irregularities in the bids received.</i></p>		
<p>PRICING: All Responses submitted shall remain valid for a period of 120 days from the Closing Date. Bidders must clearly identify in their Responses all fees that apply to the Services. There must not be any hidden fees and each bidder must also clearly identify any minimum fees in its Response. Prices offered shall remain firm through the first three (3) years of the Agreement. A request for a price adjustment, with proper documentation justifying the adjustment, may be submitted, in writing, thirty (30) calendar days before the third-anniversary date of the Agreement. Unit price adjustments must have written approval from the City before invoicing. Any unit price adjustment invoiced without written approval from the City shall not be paid, and the invoice returned to the Awardee for correction.</p>		
<p>FOREIGN QUALIFICATION: This process allows companies formed in other states to legally transact business in the State of Kansas. https://sos.ks.gov/forms/business_services/FA.pdf Business Entity ID: _____ <i>The Business Entity ID is NOT the same as a TIN, FEIN or SSN.</i></p>		
<p>City of Lawrence Mission: We create a community where all enjoy life and feel at home.</p>		
<p><i>The City of Lawrence is dedicated to fostering the continued development and economic growth of small, racial minority-, veteran-, and women-owned businesses in an equitable and inclusive way. The City of Lawrence desire to remove systemic barriers to reconcile historic injustices and their continued presence in our work. Participation of a diverse group of vendors doing business with the City is central to this effort. To this end, small, racial minority-, veteran-, and women-owned business enterprises are encouraged to participate in the City's procurement processes, including as subcontractors under prime contracts.</i></p>		
<p style="text-align: center;">Email: purchasing@lawrenceks.org Vendor Self-Service: www.lawrenceks.org/VSS</p>		

BIDDER INSTRUCTIONS

In order to establish a basis of quality and performance, certain requirements and qualifications may be specified in the bid. It is not the intent of the City to exclude other requirements or qualifications of equal value, utility or merit. Proposers may review all proposal requirements and seek exceptions or clarifications to requirements established in this document as outlined below.

It is the proposer's responsibility to ask questions, request changes or clarifications, or otherwise advise the City if any language, specifications or requirements in the bid appear ambiguous, contradictory, or arbitrary, or appear to inadvertently restrict or limit open competition. The City reserves the right to make a determination, correction, or clarification whenever an inconsistency or discrepancy is found.

Submitted questions will receive an official written response from the City and will become addenda to the RFP. The only official position of the City is that which is stated in writing and issued in the RFP as addenda thereto, no other means of communication, whether oral or written, shall be construed as a formal or official response/statement, and such communications may not be relied upon.. Failure to notify the City of any conflicts or ambiguities in this bid event may result in items being resolved in the best interest of the City.

The City will use its best efforts to disseminate addenda; however, this shall not relieve proposers of the responsibility for determining if addenda have been issued. All addenda to this bid are available on the eBid portal listed on the cover page.

PREPARATION OF BIDS:

- A. Bidders are expected to examine the entire bid request and all attachments including drawings, specifications, and instructions. Failure to do so is at Bidder's risk.
- B. Bidders shall furnish information required by the solicitation in the form requested. The City reserves the right to reject bids with incomplete information or which are presented in a different format.
- C. Each bid must be legible. All bids shall be signed, in the appropriate location, by a legally authorized company representative. Erasures or other changes must be initialed by the person signing the bid.
- D. Bid prices shall be entered in spaces provided on the bid form. All unit prices and mathematical extensions and totals shall be indicated where required. In cases of errors in extensions or totals, the unit price will govern.

COST OF PREPARING PROPOSAL: The cost of developing and submitting the proposal is entirely the responsibility of the bidder. This includes costs to determine the nature of the engagement, preparation of the proposal, submitting the proposal, negotiating for the contract and other costs associated with this bid.

ACKNOWLEDGEMENT OF ADDENDA: All bidders shall acknowledge all addenda to this bid event by checking the appropriate box(es) on the Signature Sheet. Failure to acknowledge all addenda may render the proposal to be non-responsive. Changes to this bid event shall be issued only by the City Purchasing in writing.

SUBMITTALS: Bids, and modifications, therefore, must be submitted on the eBid portal or paper copy with flash drive returned in a sealed envelope addressed to the City Clerk, City of Lawrence, 6 East Sixth Street, P. O. Box 708, Lawrence, Kansas, 66044. Bidder's proposal must be received by the closing date and time listed on the cover sheet. All submittals must be clearly marked with bid number.

ALTERNATE BIDS (If Applicable) Each Bidder shall bid all alternates included in the form(s) provided except, should they desire not to bid an alternate, they may insert the words "no bid" in the space provided for prices for such alternate. However, when a Bidder writes "no bid" for one or more alternates, they thereby waive any claim to the contract award if that alternate (or those alternates) becomes the basis for determining the low bid and/or change contract award. If an alternate price called for involves no change in price, Bidder shall so indicate by writing the words "no change" in the space provided. If the space provided for an alternate price is left blank, the blank space shall mean no bid. All amounts shall be clearly marked to indicate whether Alternate Price is an "ADD" or a "DEDUCT" price from the BASE BID Price. If neither is indicated, then "ADD" shall be implied.

PRESENTATIONS: The City may request bidders to provide a presentation of their Response, including their skills, experience, key attributes of personnel and/or demonstrate an understanding of the Service requirements. Notice of the presentation and an outline of expectations for the contents of the presentation will be provided to the relevant Respondents if required.

EVALUATION OF SUBMITTALS The evaluation criteria below are not in any particular order, are not exhaustive and will not necessarily be accorded equal weight or any particular weight at all.:

EVALUATION CRITERIA	TOTAL POINTS POSSIBLE
Qualifications: Direct experience with similar projects, demonstrated record of success, and low recidivism rates across projects.	35
Neighborhood and Community Engagement with successful outcomes.	15
Efficient and compliant Intake Process	10
Project Approach and Organization	30
Proposed Implementation Schedule	10
TOTAL	100

EVALUATION PROCESS: After determining a technical proposal satisfies the mandatory requirements in the Request for Proposal, a comparative assessment of the proposal in relationship to the published evaluation criteria shall be made. The City reserves the right to consider historic information and fact, whether gained from the proposal, references, or any other source, in the evaluation of the proposals. Any, all or no bidders may be required to appear before the evaluation committee to explain the bidder's understanding and approach to the project and/or respond to questions concerning the proposal; or, the City may award without conducting negotiations, based on the initial proposal. The City reserves the right to request information from bidders as needed. If information is requested, the City is not required to request the information of all bidders.

EVALUATION TEAM: The City anticipates a relatively robust selection process, with involvement from City staff, local professional providers including peers with lived experience, and neighborhood stakeholders on the selection committee. Respondents should anticipate the selection committee reviewing proposals and inviting short listed respondents to present their proposals and interview with the committee either virtually or in person.

PROPOSAL SUBMITTAL REQUIREMENTS

Submission will consist of two (2) separate documents labeled Proposal and Cost Form whether paper or electronic submission. *Failing to separate cost from the proposal could result in submittal not being considered.*

TECHNICAL PROPOSAL

Proposals shall include, but are not limited to, the following information:

1. Signature Sheet signed by authorized officer or agent of the responding organization (Contractor).
2. Table of Contents
3. Executive Summary
4. Proposed Schedule
 - a. Provide the implementation schedule for development of services and the timeframe required for the contractor to begin providing services.
5. Project Approach and Organization
 - a. Provide a summary of the proposed services to be provided. Include a description of the target population the contractor recommends serving, the number of participants the contractor recommends serving, the proposed staffing structure, proposed service delivery mechanisms and roles of the contractor, any proposed sub-contractors, and any local/regional support service providers with whom the contractor proposes coordinating.
 - b. Please include proposed outcomes and performance monitoring and evaluation systems.
 - c. Describe how the contractor intends to interface with City staff, the community and local service providers. Describe how the contractor will bring parties together to problem solve.
 - d. Describe the contractor's approach to advance the City's commitment to diversity, equity, and inclusion through the proposed scope of work.
 - e. Describe how the contractor will address potential clients' barriers, including challenging behaviors and prior convictions.
 - f. Describe proposed site policies, procedures, participation practices, protocol for dismissal from the property, and engagement rules, or a process for development of such rules and procedures.
 - g. Estimate total number of (unduplicated) individuals to be assisted annually.
6. Project Personnel: Include a statement of qualifications and experience for the personnel who will perform services under this proposal.
 - a. Describe the organization and management structure of the provider and provide a list of anticipated sub-contractors.
7. Include the systems in place to manage financial accounting, fiduciary responsibilities, and ensure adequate oversight and management of fiscal systems.
8. Include a description of the Provider's current and future capacity to collect demographic data of site occupants.
 - a. Describe the experience of the provider and any sub-contractors performing activities similar to those proposed in the RFP, including a brief description of work performed and outcomes. If the scope of work proposed is new to the organization, please describe relevant experience that will allow the organization to perform the scope of work successfully.
 - b. Describe the qualifications and experience of the provider in working with people experiencing homelessness generally, providing trauma-informed, evidence-based care and services to people experiencing homelessness, complying with the Americans with Disabilities Act, other anti-discrimination laws, and relevant best practices.
 - c. If the provider team has worked together collaboratively with proposed sub-contractors or local/regional service providers, please include a description of this work.
 - d. Proposal shall include detailed resume of the education, certification, experience, and other relevant background on management/leadership professionals participating in the operation of the site. The proposal should also address any sanction levied against any individual involved by any federal, state or local entity and any professional industry organization (including revocation of certifications).

- e. Provide a detailed program budget inclusive of one-time start-up costs, delineating start-up costs verse ongoing costs for the operation of the 24/7 emergency non-congregate Pallet Shelter Village.
- 9. HUD Requirements: Utilization of HUD funding is not currently planned for the Pallet Shelter Village, although as Federal revenue streams are developed to address the national homelessness and housing crisis, HUD funds could be a future option. Respondents are encouraged to address their experience operating compliant HUD-funded programs.
 - a. Describe Provider's experience administering the U.S. Department of Housing and Urban Development (HUD) and/or other Federal funding.
 - b. Describe proactive outreach efforts or programmatic elements that foster access to the organization's services by under-represented (racial minorities, limited English speakers, disabled physical or mental impairment) groups.
 - c. Describe whether any fair housing/equal opportunity complaints have been filed within the last year.
- 10. Proprietary Information
 - a. All responses to this RFP become the property of the City. If submitting financial or proprietary information believed to be exempt from Kansas Open Records Act disclosure, please label each confidential or proprietary page as such. Although a document may be labeled "confidential" or "proprietary" information may still, at the City's discretion, be subject to disclosure under the Kansas Open Records Act.

COST FORM

Itemized Budget for Proposed Scope of Services: Cost proposals must be submitted separately from the rest of the proposal. Costs will be evaluated separately and inclusion of costs in the technical proposal may disqualify respondents from consideration.

- 1. Summarized total per person costs, per month broken down into increments of costs for 1-25 individuals, 26- 50 individuals and 51-75 individuals. It must enable the City to evaluate different levels of service. For example, a minimal service level would emphasize site management, security and logistics of a 24/7 shelter operation. A greater service level may involve those elements plus wraparound support services for clients.
- 2. Cost proposals shall be comprehensive. Must include detailed budgets for:
 - a. Startup costs
 - b. Annual operating Costs.

Zoom Link for May 10th:

<https://lawrenceks.zoom.us/j/99545002905?pwd=KoZzTWlZRGlwUGlyNodrSnBJUTk2Zz09>

SCOPE OF WORK

Background on Homelessness in Lawrence, Kansas

Homelessness in Lawrence is a complex issue that requires a multi-faceted approach, including increasing transitional and affordable housing options, improving social services, and addressing the root causes of homelessness.

Like many other cities in the United States, Lawrence, KS, has experienced increasing rates of homelessness in recent years, especially during and since the COVID-19 pandemic. According to the Lawrence-Douglas County Homelessness Needs Assessment (**Exhibit B**), the 2018 Point-in-Time (PIT) count identified 200 individuals experiencing unsheltered homelessness and/or residing in emergency shelter. The number was 261 individuals in 2019; 223 individuals in 2020; and 232 individuals in 2022. The PIT results are likely lower than the actual number of people experiencing homelessness in the community and efforts are underway to develop a by-name list to better quantify this figure in real-time.

Various programs serve people experiencing homelessness in Lawrence. These include the City-operated Winter Emergency Shelter, a night-by-night congregate shelter operated at a recreation center gym during winter months; the Lawrence Community Shelter, a non-profit organization providing approximately 100 congregate night-by-night emergency shelter beds and support services; Family Promise, a nonprofit agency providing housing stabilization, shelter and support services for families experiencing or at risk of homelessness; and the Bert Nash Community Mental Health Center which provides homeless outreach, case management, transitional housing and other support services.

The community is participating in the Built for Zero initiative, and improvements to coordinated entry and case management are underway. Despite these initiatives, demand for local services exceeds capacity and many people struggle to access adequate housing and support, resulting in prevalent street homelessness and camping in residential neighborhoods, Historic Downtown Lawrence, parks and green spaces, and commercial corridors community wide.

The City of Lawrence and Douglas County committed to collaboratively address homelessness through Joint Resolution No. 7373 adopted in May 2021 (**Exhibit C**). The County completed a supportive housing needs assessment in May 2022 (**Exhibit D**) and the City and County completed a homelessness response system needs assessment in August 2022. In April 2023, the City and County completed a draft Affordable Housing and Homelessness Strategic Plan, and the final report is expected in June 2023 following additional public and stakeholder engagement.

Through the strategic analysis and planning efforts mentioned above, the City of Lawrence has committed to providing leadership and resources that improve the availability of evidence-based safe outdoor spaces, emergency sheltering and affordable housing. Douglas County and other anchor institutions are committed to leading development in other parts of the housing spectrum of needs. Please see the attachment, "City of Lawrence Housing Needs Continuum" (**Exhibit E**) for more information.

About the Project and Neighborhood

The City of Lawrence is developing a new 24/7 managed non-congregate emergency shelter consisting of up to 75 micro-cabins, to provide people experiencing homelessness with a location to safely shelter and work on recovering from homelessness. The City recently purchased a former private school property, located at 256 North Michigan Street, Lawrence, KS, 66044, for the creation of this upcoming Pallet Shelter Village (Exhibit D). This non-congregate shelter is intended to improve the availability of safe emergency sheltering capacity to mitigate the impacts of people living in conditions not intended for human habitation. The project is critical to advancing the community's goal

of supporting community members recovering from homelessness and creating a community where homelessness is a rare and brief occurrence.

The Pallet Shelter Village project location is in the Pinkney Neighborhood which is a socially and economically diverse neighborhood and home to approximately 1,700 households and six parks. One of Lawrence's most historic neighborhoods, it is located within proximity to Historic Downtown Lawrence and the Kaw River. It borders include U.S. Interstate 70, the Burlington Northern Santa Fe railroad, Iowa Street (U.S. Highway 59), and W. 6th Street (U.S. Highway 40).

The neighborhood has been heavily impacted by unauthorized camping in City-owned parks and other properties not intended for human habitation. Communication and coordination with the Pinkney Neighborhood is essential to a successful project. The City operated a CARES Act-funded camp in Woody Park, a Pinkney neighborhood park, during the first winter of the COVID-19 pandemic (2020/2021). It served approximately 20 households at a time.

The Pallet Shelter Village is served by public transportation with adjacent bus stops that include shelters, trash cans, and bike racks. Lawrence Transit provides fare free trips to all riders as a pilot program which is being evaluated, through 2024, for continuation. The site is also located close to several community anchor institutions such as Lawrence Public Schools (USD 497) administrative offices, Lawrence Memorial Hospital, Bert Nash Community Mental Health Center, Lawrence-Douglas County Health Department, Heartland Community Health Center, Douglas County Treatment and Recovery Campus (including crisis stabilization, transitional housing and permanent supportive housing facilities and services). The site is situated close to neighborhood stakeholders, including residential property owners and tenants and the Children's Learning Center which has operated in the neighborhood since 1969. The Children's Learning Center provides daycare for infants through kindergartners and partners with the Kansas Department of Children and Families, Positive Bright Start, Early Head Start and Success by 6 programs. The Pallet Shelter Village's location will support clients' access to support services, and it will be critical to ensure the shelter produces positive results for all stakeholders.

Purpose of the Request for Proposals

The City seeks proposals from qualified agencies equipped to provide 24/7 management of the Pallet Shelter Village and provide client support services directly and/or in coordination with Douglas County Health, Housing and Human Services and other local and/or regional non-profit agencies. The selected contractor will serve as the lead operations manager and service coordinator to ensure the overall success of the Pallet Shelter Village as well as the success of its clients in their recovery from homelessness. The selected contractor will also serve as a lead point of contact with neighborhood stakeholders and proactively plan for, address and collaborate on neighborhood needs related to the project.

Through the request for proposals process, the City desires to learn about the interest, qualifications, capacity and requirements of prospective contractors to meet the shelter management and homelessness services needs as outlined in the following scope of work. Interested providers may propose a range of directly provided services and sub-contracted services to ensure shelter success. Proposals should also identify services needed from local partner agencies to ensure shelter and client success. The City desires to avoid duplicating services in the planning and development of this project. Prospective contractors must detail the directly provided services, the services provided by sub-contractors, and the overall integration approach and plan.

Anticipated Scope of Services Provided by the City

The City of Lawrence is working with Pallet, Inc. to meet its site design requirements and Dignity Standards. The City will provide the following at the Pallet Shelter Village:

- a. Up to 75 micro shelters equating to 85 beds - each unit will include heat, air conditioning and electrical. The Pallet shelters will primarily have one bed, but two beds may be allowed in

some of the cabins. The City welcomes respondents to the RFP to make suggestions about the organization of the cabins and overall site. Attached, as **Exhibit A** is a potential site design.

- b. Perimeter fencing and visual screening.
- c. On-site parking for shelter clients, contractor's employees, visiting support service providers and emergency service vehicles.
- d. 2 restroom and shower amenity trailers with 3 stalls per trailer for a total of 6 stalls (each stall includes 1 toilet, 1 sink and 1 shower).
- e. Laundry amenity trailer with 6 washers and 6 dryers.
- f. Village shade tent.
- g. Waste receptacles and waste hauling service.
- h. Trailer or space for support services to be provided on-site, including private space for individual meetings between service providers and site users.
- i. Food service area.
- j. Designated smoking area.
- k. Bike parking.
- l. Site lighting.
- m. Electrical for climate controls to cabins.
- n. Electrical charging station.
- o. Access to potable water.

Anticipated Scope of Services Provided by the Contractor

- a. Site management, including staffing for operations, security and property management. Respondents may identify additional site amenities beyond what the City anticipates providing (above).
- b. Development and implementation of site rules and procedures that:
 - Align with Pallet Dignity Standards.
 - Align with the City of Lawrence's values of Character, Competence, Courage, Collaboration, and Commitment.
 - Provide a reasonable accommodation process.
 - Are designed to prevent harm to self and others' health, physical safety and emotional safety.
 - Address off-site behavior and good neighbor conduct.
 - Align with trauma-informed care and Housing First principles.
- c. Disciplinary and grievance procedures that address:
 - Grievance process for clients to address concerns of policy or procedure violations.
 - Notification process with specific information explaining incidents of rule violations by clients.
 - Process to determine just-cause.
 - Client appeal process.
 - Progressive corrective action guidelines.
 - Referral process to appropriate service/shelter alternatives if client must leave.
- d. Site cleaning and maintenance.
- e. Cabin cleaning and maintenance.
- f. Ability to accommodate service animals and pets.
- g. Emergency procedures to address fire, medical, weather-related and other emergencies.
- h. Outreach to and coordination with local/regional service providers to facilitate client connections to services.
- i. Coordination with the community to address issues that arise in nearby areas.
- j. Security to include the prohibition of narcotics, alcohol, weapons of any kind, and other potentially dangerous materials (such as propane cannisters, propane lighters, kerosene lanterns, etc.). On-site use of narcotics and/or consumption of alcohol is prohibited.

- k. A safe and secure process to monitor prescription medications.
- l. Intake process for persons entering the Pallet Shelter Village, including demographic information for HUD reporting purposes.
- m. Utilization of software systems utilized within the Continuum of Care, including but not limited to HMIS.
- n. Performance management system to include goal setting and outcome data for shelter management and client success.

Alternative Scope of Services that may be provided by Contractor

- a. Storage for participant belongings.
- b. Security infrastructure and systems for video monitoring, access control, and site security.
- c. Transportation to and from support service provider appointments.
- d. Outdoor meal prep area and supplies.
- e. Mobile office space and supplies.
- f. Respondents should identify all other services and amenities they identify as being important to success in their proposals and recommended approaches to address those requirements.

Additional Information Requested: The City requests respondents to provide information on how the food services could be included as a part of site operations. Site operations should allow for meal services or a common kitchen area (or a combination thereof) to be available. Please propose how best to accomplish feeding up to 85 clients.

SIGNATURE SHEET

ADDENDA ACKNOWLEDGEMENT: The bidder shall acknowledge receiving and examining the following Addenda: #1 () #2 () #3 () None ()

Legal Name FEIN Number
 Phone Fax eMail
 Mailing Address City, State & Zip Code
 Type/Print Name Title

If awarded a contract and purchase orders are to be directed to an address other than above, indicate mailing address and telephone number below.

Mailing Address City, State & Zip Code
 Phone Fax eMail

The below stated Bidder submits this proposal in accordance with the terms, conditions, and requirements stated herein. The Bidder hereby certifies it does not have any substantial conflict of interest sufficient to influence the bidding process on this proposal. A conflict of substantial interest is one which a reasonable person would think would compromise the open competitive bid process.

Bidder or any person associated with the Bidder in the capacity of owner, partner, director, office, principal, manager, auditor, manager or any position involving the administration of federal, state or local funds:

1. Are not currently suspended, debarred, voluntarily excluded or disqualified from bidding by any federal, state or local agency;
2. Have not been suspended, debarred, voluntarily excluded or disqualified from bidding by any federal, state or local agency within the past three years;
3. Do not have a proposed debarment pending;
4. Within the past three years have not been convicted or had a criminal or civil judgement rendered against them by a court of competent jurisdiction in any matter involving fraud, anti-trust violations, theft, official misconduct, or other offenses indicating a lack of business integrity or business honesty; and
5. Are not currently indicted or otherwise criminally or civilly charged by federal, state or local government with fraud, anti-trust violations, theft, official misconduct, or other offenses indicating a lack of business integrity or business honesty; and
6. Have not had one or more federal, state or local government contracts terminated for cause or default within the past three years.

A detailed response for any item in which the vendor has a positive answer must be included in "Exceptions to the Bid, if any" and may be marked confidential.

Bidder certifies the above information is true and correct to the best of their knowledge. They also certify they hold authority to contract with the City of Lawrence Kansas.

Signature Date

REFERENCES

Firm Name:

Contact:

Phone:

Email:

Brief Description of Past Work

Firm Name:

Contact

Phone

Email:

Brief Description of Past Work:

Firm Name:

Contact:

Phone:

Email:

Brief Description of Past Work:

COST PROPOSAL

Per Person Summarized Cost per Month	1-25 Individuals	26-50 Individuals	51-75 Individuals
Minimal Service 24/7 site management, security & logistics			
With wraparound services			
With meals/food			

Include the following after this page:

1. Startup Budget
2. Annual Operating Budget

TERMS & CONDITIONS

AWARD: Bids will be analyzed, and awards made to bidder(s) whose bid(s) are deemed Overall Best Value and meets or exceeds the specifications. The award shall be contract(s) whose documents will consist of the RFP and any addenda, contractors' proposal(s), and executed City of Lawrence construction agreement. No modifications to the City's standard contract language shall be accepted.

Only the City is authorized to issue media releases relating to this bid event, its evaluation, award and/or performance of the resulting contract.

Federal policy and procedures shall prevail for purchases made with grant funding per City of Lawrence Purchasing Policy.

NOTICE OF AWARD: The City of Lawrence shall issue a contract as its notification of award to successful bidders.

LEGAL ACTION: The parties agree that the appropriate venues for any legal actions arising out of this Agreement are the District Court of Douglas County, Kansas, or, if federal jurisdiction exists, the United States District Court for the District of Kansas.

Force Majeure: Neither party shall be deemed to be at default under this Agreement to the extent that any delay in performance results from any cause beyond its reasonable control and without its intentional act or negligence.

INSPECTION AND ACCEPTANCE: Inspection and acceptance will be at destination unless otherwise provided. Until delivery and acceptance and after rejection, the risk of loss will be on the contractor. The material delivered under this purchase order shall remain the property of the seller until a physical inspection and actual usage of this material and/or service is made and therefore is accepted to the satisfaction of the City. Materials or services delivered must be fully in accordance with specification and of the highest quality. In the event the material and/or services supplied to the City is found to be defective or does not conform to specifications, the City reserves the right to cancel the order upon written notice to the contractor and return product to contractor at the contractor's expense.

GOOD STANDING: No bid will be accepted from, nor a purchase order or contract awarded to, any person, firm or corporation that is in arrears or is in default to the City of Lawrence, Douglas County or the State of Kansas upon any debt of obligation or is a defaulter as surety or otherwise afore mentioned government entities. Debt or obligation may include, but is not limited to taxes, fees, fines and utility payments.

Parties listed on the government-wide exclusions in the [System for Award Management \(SAM\)](#) are not allowed to bid or receive purchase orders. SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The City will not award a solicitation to a vendor that has been federally debarred and are required to confirm they are not debarred on the solicitation signature sheet. Vendors must also enclose [printed documentation](#) from [System for Award Management \(SAM\)](#) if they are a registered entity.

DISPUTES: Suppliers shall have the right to present a complaint, dispute or grievance concerning unfair treatment, contacts, deliveries, payments, restrictions and other incidents.

1. Step One – Suppliers must file a grievance with the City Purchasing Manager no later than five (5) calendar days after the occurrence of the dispute or incident. The complaint must be in writing and include all supporting data and desired solution or remedy. The Purchasing Manager will take corrective action deemed appropriate and provide a written reply within a reasonable period of time.

2. Step Two – If the supplier is not satisfied with the Purchasing Manager's response, the supplier may appeal in writing to the City Finance Director who shall, with the advice of the Purchasing Manager and/or City Attorney, make a written determination to all parties involved.
3. Step Three – If, after reviewing the Finance Director's decision, the supplier is dissatisfied, they may appeal in writing to the City Manager. The City Manager, or their designee, upon establishing validity to the complaint may schedule a conference to discuss complaints and hear any evidence or witnesses regarding the grievance. The City Manager's decision will be issued in writing.

F.O.B.: Lawrence, Kansas. Unless otherwise specified in the purchase order, all prices quoted by the contractor must be F.O.B. Lawrence, Kansas with all delivery costs and charges included in the bid price.

MODIFICATIONS OR CHANGES: A bidder may modify a proposal by letter, email to purchasing@lawrenceks.org or modifying their bid online at www.lawrenceks.org/ebid at any time prior to the closing date and time for receipt of proposals.

WITHDRAWAL OF PROPOSALS: A proposal may be withdrawn on written request from the bidder to the City Purchasing prior to the closing date.

DEFAULT OF CONTRACT: In case of default by the contractor, the City may procure the items or services from other sources and hold the contractor responsible for any excess costs occasioned or incurred thereby.

COPYRIGHT OR PATENT RIGHTS: Contractor warrants that there has been no violation of copyrights or patent rights in manufacturing, producing or selling the goods shipped or ordered as a result of the bid, and contractor agrees to hold the City harmless from any and all liabilities, loss, attorney's fees or other expenses incurred by any such violation.

PROPRIETARY INFORMATION: Trade secrets or proprietary information legally recognized as such and protected by law may be requested to be withheld if clearly labeled "Proprietary" on each individual page and provided as separate from the main proposal. Pricing information is not considered proprietary and the bidder's entire proposal response package will not be considered proprietary.

All information requested to be handled as "Proprietary" shall be submitted separately from the main proposal and clearly labeled, in a separate envelope or clipped apart from all other documentation. The bidder shall provide detailed written documentation justifying why this material should be considered "Proprietary". City Purchasing reserves the right to accept, amend or deny such requests for maintaining information as proprietary in accordance with Kansas law.

ADDITIONAL WARRANTIES: The contractor warrants that the supplies and/or services furnished shall comply with all applicable State and Federal laws and regulations, and that the contractor shall not represent in any manner, expressly or by implication, that the supplies or services are approved or endorsed by the City of Lawrence.

PAYMENT: Contractor shall send an itemized invoice to the City, lump sum invoices will not be accepted. All invoices are payable upon receipt by the City. The City agrees to make such payment within 30 days of receipt of the invoice in accordance with City policy. The City agrees to accept electronic invoices for services and scanned copies of receipts and other documentation. Contractor agrees to provide the City with originals upon the request of the City before the City is obligated to pay any such invoice.

PRICE ESCALATION: All prices are firm for the initial Term after which the parties may consider price increases/decreases. Contractor will submit a written request to the City that includes supporting documents such as the Producer Price Index (PPI) justifying requested increases/decreases at least ninety (90) days prior to the renewal date. Contractor will provide evidence, cite sources, demonstrate specific conditions and document how those conditions affect the cost of its performance, and identify specific efforts Contractor has taken to control and reduce those and other costs to avoid the need to increase prices. The City will review proposed pricing and determine if it is allowable, fair and reasonable, and in the best interest of City to accept the proposal. The City reserves the right to continue, accept or reject the price proposal, or terminate and re-solicit the contract.

KANSAS CASH-BASIS LAW: The resulting contract must comply with the applicable provisions of the Kansas Cash-Basis Law of 1933, codified as amended at K.S.A. 10-1101 *et seq.* The City is obligated only to make payments under this Agreement as may be lawfully made from funds budgeted and appropriated for the purposes set forth in this Agreement during the City's current budget year. In the event that the City does not so budget and appropriate funds, the parties acknowledge and agree that they shall be relieved of all obligations under this Agreement without penalty. To the extent that the City does so budget and appropriate funds for the purposes set forth in this Agreement, the obligations of the parties shall remain as provided herein.

AUDIT: The City shall have the right, upon reasonable notice to Contractor, to audit, at any time, up to one year after payment of any invoice, Contractor's records relating to expenses incurred in connection with the performance of the Contract Services provided hereunder.

COMPLIANCE WITH EQUAL OPPORTUNITY LAWS, REGULATIONS, AND RULES:

- A. Contractor agrees that it shall comply with all provisions of the Kansas Acts Against Discrimination of 1953 ("KAAD"), codified as amended at K.S.A. 44-1001 *et seq.*, and the Kansas Age Discrimination in Employment Act of 1983 ("KADEA"), codified as amended at K.S.A. 44-1111 *et seq.*, and shall not discriminate against any person, in the course of performing under this Agreement, because of that person's race, religion, sex, disability, national origin, ancestry, sexual orientation, sexual identity, familial status, or age.
- B. In all solicitations or advertisements for employees, Contractor shall include the phrase "equal opportunity employer," or a similar phrase to be approved by the Kansas Human Rights Commission ("KHRC").
- C. If Contractor fails to comply with the manner in which Contractor reports to the KHRC in accordance with the provisions of K.S.A. 44-1031 and any amendment thereto, Contractor shall be deemed to have breached the present Agreement and the City shall, in accordance with Section 5, have the right to cancel, terminate, or suspend the terms of this Agreement, either in whole or in part.
- D. If Contractor is found guilty or liable for any violation of the KAAD or the KADEA by way of a final decision or order of the KHRC, then Contractor shall be deemed to have breached the present Agreement and the City shall, in accordance with Section 5, have the right to cancel, terminate, or suspend the terms of this Agreement, either in whole or in part.
- E. Contractor also agrees to comply with the American with Disabilities Act of 1990 ("ADA"), codified as amended at 42 U.S.C. § 12101 *et seq.*, as well as all other federal, state, and local laws, ordinances, rules, and regulations applicable to this project and to furnish any and all certification that may be required by federal, state, or local governmental agencies in connection therewith.

KANSAS ACT AGAINST DISCRIMINATION: All Contractors shall observe the provisions of the Kansas Act Against Discrimination and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, sexual orientation, gender identity, disability, national origin or ancestry. The Contractor shall in all solicitations or advertisements for

employees include the phrase "equal opportunity employer." The Contractor agrees that if the Contractor fails to comply with the manner in which the Contractor reports to the Kansas Human Rights Commission ("Commission"), in accordance with the provisions of K.S.A. 44-1031 and amendments thereto, or violates Chapter 10 of the City Code, the Contractor shall be deemed to have breached the present contract and it may be canceled, terminated or suspended, in whole or in part, by the Owner. If the Contractor is found guilty of a violation of the Kansas Act Against Discrimination under a decision or order of the Commission which has become final, the Contractor shall be deemed to have breached the present contract and it may be canceled, terminated or suspended, in whole or in part, by the Owner.

IMMIGRATION AND REFORM CONTROL ACT OF 1986 (IRCA): All contractors are expected to comply with the Immigration and Reform Control Act of 1986 (IRCA), as may be amended from time to time. This Act, with certain limitations, requires the verification of the employment status of all individuals who were hired on or after November 6, 1986, by the Contractor as well as any subcontractor or sub-contractors. The usual method of verification is through the Employment Verification (I-9) Form.

The Contractor hereby certifies without exception that such Contractor has complied with all federal and state laws relating to immigration and reform. Any misrepresentation in this regard or any employment of persons not authorized to work in the United States constitutes a material breach and, at the State's option, may subject the contract to termination for cause and any applicable damages.

Unless provided otherwise herein, all contractors are expected to be able to produce for the State any documentation or other such evidence to verify Contractor's IRCA compliance with any provision, duty, certification or like item under the contract.

INSURANCE:

- A. General: Contractor shall secure and maintain, throughout the duration of this Agreement, Insurance (on an occurrence basis unless otherwise agreed in writing) of such types and in at least such amounts as required herein. Contractor shall provide certificates of insurance and renewals thereof on forms approved by the City. The City shall be notified by receipt of written notice from the insurer at least thirty days prior to cancellation of any policy listed on the certificate.
- B. Notice of Claim: Contractor, upon receiving notice of any claim in connection with its performance of Contract Services under this Agreement, shall promptly notify the City, providing full details thereof, including an estimate of the amount of loss or liability.
- C. Reduction of Policy Limits: Contractor shall monitor and promptly notify the City of any reduction in limits of protection afforded under any policy listed in the Certificate (or otherwise required by this Agreement) if Contractor's limits of protection have been impaired or reduced to such extent that the limits fall below the minimum amounts required hereunder. In that event, Contractor shall promptly reinstate the original limits of liability required hereunder and shall furnish evidence thereof to the City.
- D. Insurance Required: Contractor agrees to secure and maintain the following insurance:
 - i. General Liability: Contractor shall maintain insurance, protecting against any and all claims and demands arising from injury to person or persons, not in the employ of Contractor, and against any and all claims and demands resulting from damage to any property due to any act or omission of Contractor, its agents or employees, including contractual liability, in the operation of the work or in the execution of any contract. Such insurance shall remain in effect on portions of the work which have been completed and which may or may not be occupied or utilized by the City prior to the completion and acceptance of all the work included in the contract. Minimum limits for Commercial General Liability insurance required are as follows:

- a. Each Occurrence \$500,000
 - b. General Aggregate Combined single limit \$1,000,000
 - c. Additionally, the policy must include the following:
 - i. Broad Form Contractual\Contractually Assumed Liability;
 - ii. Independent Contractors
 - iii. Name the City as an additional insured.
 - ii. Automobile Liability: The Policy shall protect Contractor against claims for bodily injury and\or property damage arising out of the ownership or use of all owned, hired, or non-owned vehicles and must include protection for either (A) any automobile or (B) all owned automobiles, if any, and all hired and non-owned automobiles. (C) The Policy must also name the City of Lawrence, Kansas, as an additional insured.
 - a. Limits: Each Accident, Combined Single Limits Bodily Injury and Property Damage: \$500,000.00
 - iii. Workers' Compensation (Statutory Limits/Employer's Liability Limits):
 - a. Bodily Injury by Accident: \$100,000.00 each accident
 - b. Injury by Disease: \$500,000.00
 - c. Bodily Injury by Disease: \$100,000.00 each employee
 - d. If Contractor has no employees, it must execute a waiver on a form provided by the City.
- E. Insurance Ratings: For the purposes of this Professional Services, Agreement, the City will only accept coverage from an insurance carrier that offers proof:
- i.
 - a. That is licensed to do business in Kansas;
 - b. that it carries a Best's policyholder rating of A- or better; and
 - c. that it carries at least a Class VIII financial rating. OR
 - ii. that it is a company mutually agreed upon by the City and Contractor.
- F. Certificate of Insurance Forms. The parties agree that certification of insurance coverage under this Agreement shall be on forms acceptable to the City.

INDEMNIFICATION: Contractor agrees to defend, indemnify, and otherwise hold harmless the City, its commissioners, officers, employees, and agents from claims, actions, damages, costs, liabilities, settlements, judgments, expenses, or lawsuits, including reasonable attorneys' fees, but only to the extent that such are caused by Contractor's negligent or intentional conduct while performing under this Agreement. (For the purposes of this Section, Contractor means Contractor or any person acting in behalf of Contractor or for whom Contractor is responsible.

ASSIGNMENT: The award is non-assignable by Contractor or by any subcontractor of Contractor approved by the City.

GOVERNING LAW: The awarded contract, the rights and obligations of the parties, and any claim or dispute arising hereunder shall be construed in accordance with the laws of the State of Kansas.

SEVERABILITY: Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

TERMINATION FOR CAUSE: The City may terminate this contract, or any part of this contract, for cause under any one of the following circumstances:

- the Contractor fails to make delivery of goods or services as specified in this contract;
- the Contractor provides substandard quality or workmanship;
- the Contractor fails to perform any of the provisions of this contract, or

- the Contractor fails to make progress as to endanger performance of this contract in accordance with its terms.

The City shall provide Contractor with written notice of the conditions endangering performance. If the Contractor fails to remedy the conditions within ten (10) days from the receipt of the notice (or such longer period as State may authorize in writing), the Director of Purchases shall issue the Contractor an order to stop work immediately. Receipt of the notice shall be presumed to have occurred within three (3) days of the date of the notice.

TERMINATION FOR CONVENIENCE: The City may terminate performance of work under this contract in whole or in part whenever, for any reason, the City shall determine that the termination is in the best interest of the City of Lawrence. In the event that the City elects to terminate this contract pursuant to this provision, it shall provide the Contractor written notice at least 30 days prior to the termination date. The termination shall be effective as of the date specified in the notice. The Contractor shall continue to perform any part of the work that may have not been terminated by the notice.

INDEPENDENT CONTRACTOR: In no event, shall a Contractor be deemed to be acting as an employee of the Owner; rather, Contractor shall, at all times, be deemed to be an independent contractor. Nothing expressed herein or implied herein shall be construed as creating between Contractor and the Owner the relationships of employer and employee, principal and agent, a partnership, or a joint venture.

DIVERSITY & INCLUSION: The City of Lawrence is dedicated to fostering the continued development and economic growth of small, racial minority-, veteran-, and women-owned businesses in an equitable and inclusive way. The City of Lawrence desire to remove systemic barriers to reconcile historic injustices and their continued presence in our work. Participation of a diverse group of vendors doing business with the City is central to this effort. To this end, small, racial minority-, veteran-, and women-owned business enterprises are encouraged to participate in the City's procurement processes, including as subcontractors under prime contracts.

SUSTAINABILITY In support of the city's commitment to environmental sustainability, a deep respect for our place in relationship with the planet and environment, the City shall consider both the lifecycle impacts of the Goods and Services that are purchased, as well as the sustainability practices of its suppliers. The sustainability aspects that may be considered for any procurement include, but are not limited to:

- Environmental aspects, including purchasing Goods and Services from suppliers that:
- Reduce material use, waste and packaging and promote reuse, recycled content, recyclability, reparability, upgradability, durability, biodegradability and renewable products
- Maximize energy efficiency
- Reduce greenhouse gas (GHG) emissions and air pollution, mitigate climate change and support climate change adaptation
- Conserve water and/or improve water quality
- Reduce or eliminate the use of toxins and hazardous chemicals, and
- Contribute to biodiversity preservation and habitat restoration

COOPERATIVE CONTRACTS The City of Lawrence is a member of [Sourcewell](#), [Omnia Partners](#), [Choice Partners](#), [Greenbush](#), [BuyBoard](#), [TIPS-USA](#), [PACE](#), [KPN](#), [MACPP](#), [HGAC BUY](#), and [GSA Advantage](#). The city is also eligible to receive pricing available on State of Kansas contracts that are available to political subdivisions. Vendors/Manufacturers who participate in more than one of these should quote the lowest available contract cost.

Submit to: City Clerk
6th E 6th St.
Lawrence, KS 66044, or
www.lawrenceks.org/eBid



Bid #
Addendum #

Close Date: *unchanged*

Addendum Issue Date:
May 18, 2023

Title: Pallet Shelter Village Operating Services

Reason for Addendum: Answers to submitted questions

Q. 75 is a quite large quantity of cabins, does the City see any red flags with that amount? Input from other Pallet village operators in our organization indicate 30 – 50 is a more manageable quantity. Is the City willing to consider a different number of cabins or additional locations?

A. *The City is committed to providing adequate sheltering capacity to meet Functional Zero and address additional sheltering needs. The site is being planned for up to 75 cabins but the City is looking to the expertise of prospective operators so both the project and the operator are successful. Respondents are advised to submit proposals based on the level of service – or a range of service levels – they are able to safely and successfully operate.*

Q. Restroom/shower and laundry trailers are in the scope of work. Who is expected to furnish them?

A. *The City already owns these trailers and they will be placed onsite and connected to utilities. Respondents are not required to address this need in their proposals unless they would recommend something different than, or in addition to the hygiene amenities the City already plans on providing.*

Q. How will operations be funded after the initial 3 year term ends? How much of the ARPA funds will cover the initial 3 years? What are some of the other planned funding sources for continued operations?

A. *ARPA funds will cover year one expenditures. The City is making a nearly \$2 million capital investment to construct the Pallet Shelter Village and we are committed to sustaining the shelter beyond the term of the ARPA funds. Future funding will be identified through the City's budget process.*

Q. Medication monitoring is in the scope, can the City provide details on how the distribution and tracking of prescription medications is to be handled?

A. *The City will look to respondents to develop this process or advise of alternative approaches based on their experience and expertise. The final policies and processes can be developed collaboratively between the City and selected contractor. Respondents may also consider coordinating the administration of medication with an outside agency partner.*

Q. How much oversight is expected to maintain a drug and alcohol-free zone? Cabin inspections?

A. *The City will look to respondents to recommend a process based on the goals of maintaining a drug and alcohol-free environment in alignment with harm reduction and housing first principles. The final policies and processes can be developed collaboratively between the City and selected contractor.*

Q. Will the city provide all utilities and trash services?

A. *The City owns and operates solid waste (trash, recycling, yard waste and bulky waste) service, water, wastewater and storm sewer utilities. Natural gas and electric utilities are privately owned. Respondents should describe in their proposals how they would like utilities to be paid for –*

either directly by the contractor with reimbursement of costs through invoice to the City, or by the City directly, or some alternative.

Q. What is the process after the bid submittal? How will the submissions be reviewed and negotiated?

A. *The RFP, or negotiated procurement, evaluation process starts with review of the Technical responses first. They are scored and ranked to determine finalist(s). The evaluation team will then review the Cost Proposals of finalist(s). It provides for the negotiation of all terms, including price, prior to contract award, There is a provision for the negotiation of best and final offers. The evaluation process will include City staff, subject matter experts from support services, people with lived experience and representatives from the neighborhood in which the project is located.*

Q. The City is providing 2 bathroom trailers (6 total stalls) and 1 laundry Trailer (6 washers and 6 dryers) – Who is responsible for maintaining and replacement of the trailers or components inside them?

A. *The City can provide maintenance of these units as well as the other Pallet Shelter Village improvements. The contractor may also choose to perform facilities and grounds maintenance. Maintenance responsibilities will need to be worked out in contract negotiation, and respondents are encouraged to address their preferred maintenance model in their proposals.*

Q. Contractor is responsible for “cabin cleaning and maintenance” Does this include the replacement of heaters and AC units?

A. *Facilities and grounds maintenance responsibilities will need to be worked out through contract negotiation, and respondents are encouraged to address their preferred maintenance model in their proposals.*

Q. What is the life expectancy of Heaters and Air Conditioner units?

A. *Both the heaters and AC units that we use have an advertised life span of 8-10 years. Typical maintenance on the heaters includes cleaning out dust/lint at least twice a year and the AC units should have the filters replaced every year depending on usage.*

purchasing@lawrenceks.org

www.lawrenceks.org/ebid

City of Lawrence Mission: We create a community where all enjoy life and feel at home.

Submit to: City Clerk
6th E 6th St.
Lawrence, KS 66044, or
www.lawrenceks.org/eBid



Bid 2300040 Addendum 2

Close Date: **changed** *June 6, 2023*

Issue Date:
Month XX, 2023

Title: Pallet Shelter Village Operating Services

Description of Changes: extend close date to June 6, 2023

City of Lawrence Mission: We create a community where all enjoy life and feel at home.