#### DSCN5022

#### CITY OF BURLINGTON

**REQUEST FOR PROPOSALS**

**SHELTER MODULES**

**Issued: October 21st, 2021**

**Due: October 29th, 2021 at Noon EST**

1. **PROJECT BACKGROUND**

The City of Burlington is seeking proposals for manufacturers qualified to produce shelter and other modules to be used for dedicated safe, equitable, temporary shelter spaces for persons experiencing homelessness. This is considered an emergency pre-housing and temporary shelter solution. The project is part of the City’s response to the housing and homelessness impacts of the public health emergency related to Covid-19.

1. **SCOPE OF WORK**

The City of Burlington is seeking the delivery and installation of the following items in the quantity listed meeting the specifications provided in the description column.

|  |  |  |
| --- | --- | --- |
| **Item** | **Qty** | **Description** |
| Shelter modules | 20 | - Size: approximately 60-130 square feet (units can be stand alone or share a wall with other units) - Climate: Winterized for Burlington, Vermont year round operations  - Lighting: One window that can be opened, and overhead lighting with wall switch - Entry: Must have individual lockable entrances at least 28 inches wide - Furniture: small single bed (at least 30 x 75 inches), nightstand and built in storage (such as shelves or drawers) - HVAC: Electric heating, preferably mini-split systems with an air distributor and thermostat in each unit. Energy Recovery Ventilation (ERV) installed for each unit.  - Electrical: Compatible with standard camper electrical hook-up - Sanitation: Individual sanitation (showers, sinks, toilets) for hygiene is not required for the shelter modules |
| Bathing Module | 1 | - Size: as compact as possible to comfortably accommodate four individual with individual entrances for showers - Climate: Winterized for Burlington, Vermont year round operation to provide sufficient supply of hot water for showers - Lighting: Equipped to allow nighttime use  - Safety: Individual smoke detectors - Water and wastewater connections: designed to connect with standard water and sewer lines |
| Toilet Module | 1 | - Size: as compact as possible to comfortably accommodate six individual toilets and sinks for handwashing facilities - Climate: Winterized for Burlington, Vermont year round operation to provide warm showers - Lighting: Equipped to allow nighttime use  - Water and wastewater connections: designed to connect with standard water and sewer lines |
| Office Module | 1 | - Size: as compact as possible to comfortably accommodate two desks, an individual bathroom and kitchenette.  - Climate: Winterized for Burlington, Vermont year round operation to provide warm showers - Lighting: Equipped to allow nighttime use  - Water and wastewater connections: designed to connect with standard water and sewer lines - Storage: built-in storage for file and supply management - HVAC: Electric heating, preferably electric with a controllable thermostat within the office. Heat Recovery Ventilation (HRV) installed for each unit. |

1. **RESPONSE FORMAT**

Bidders should respond in the following format:

1. Cover Letter

Bidders should provide a cover letter with the following information:

***CITY OF BURLINGTON***

**Modular Shelter Design, Manufacture and Installation Quotation**

Project Name:

Applicant Organization / Business:

Mailing Address:

Physical Address:

Contact: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Phone #: \_\_\_\_\_\_\_\_\_\_\_\_\_\_

Web Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ E-mail: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

EIN #: DUNS #:

**Total Value of the Bid: $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

1. Design Specifications

Bidders should provide as much detail as possible outlining how their proposed design meets the requirements for the five items detailed in section II “Scope of Work” above. As much information should be provided as possible, including photographs or design sketches where appropriate. Design aspects that can be customized based on the City’s preference should be clearly noted.

In addition to the details of the design provided for the items themselves, bidders should provide details on how these items will be installed, including any infrastructure requirements or on-going servicing required.

1. Cost Proposal

Bidders should provide an itemized and detailed cost proposal that follows the structure of the five items listed above. The per unit manufacturing, delivery and installation cost should be provided. Any specifications that must be decided by the City should be clearly marked to allow the City to calculate how specific design choices will impact the overall cost of the project.

1. **CONTRACTOR SELECTION**

The selected contractor must have a proven track record producing modular homes and accompanying infrastructure or similar items.

The contractor will be selected based on the price, conformance with the requested specifications and overall quality of the design of the proposed items. While preference will be given to contractors that can provide the full scope of work requested, those only able to perform part of the requested work are still encouraged to apply as the City may divide the work into smaller components if unable to find a single bidder that can provide the full scope of services requested.

No proposal will be considered accepted until all necessary City authorizations, including those required by Board of Finance and City Council if necessary, have been received and an agreement is executed by both parties.

1. **SUBMISSIONS**

Proposals must be submitted in electronic form to:

CEDO Director, Brian Pine at [BPine@burlingtonvt.gov](mailto:BPine@burlingtonvt.gov) and CEDO Assistant Director of Administration and Finance, Katie Kinstedt at [KKinstedt@burlingtonvt.gov](mailto:KKinstedt@burlingtonvt.gov)

1. **EXHIBITS**
   1. Exhibit A: Draft Contract
   2. Exhibit B: Burlington Standard Contract Conditions
   3. Exhibit C: Burlington Livable Wage Ordinance Certification
   4. Exhibit D: Burlington Outsourcing Ordinance Certification
   5. Exhibit E: Burlington Union Deterrence Ordinance Certification

Bid documents include this main body of the request for proposals and all exhibits.

1. **CONTRACTING**

The contractor must qualify as an independent contractor and, prior to being awarded a contract, must apply for registration with the Vermont Secretary of State's Office to do business in the State of Vermont, if not already so registered. The registration form may be obtained from the Vermont Secretary of State, 128 State Street, Montpelier, VT 05633-1101, PH: 802-828-2363, Toll-free: 800-439-8683; Vermont Relay Service – 711; web site: <https://www.sec.state.vt.us/>. The contract will not be executed until the consultant is registered with the Secretary of State's Office.

Prior to beginning any work, the consultant shall obtain Insurance Coverage in accordance with the Burlington Contract Conditions (Exhibit B in this RFP). The certificate of insurance coverage shall be documented on forms acceptable to the City.

1. **Agreement Requirements**

The selected consultant will be required to execute a contract with the City on the terms and conditions required by the City, including but not limited to those in the Burlington Contract Conditions (Exhibit B) and the attached Draft Agreement.

1. **LIMITATIONS OF LIABILITY**

The City assumes no responsibility or liability for the response to this Request for Proposals.

1. **COSTS ASSOCIATED WITH PROPOSAL**

Any costs incurred by any person or entity in preparing, submitting, or presenting a proposal are the sole responsibility of that person or entity, including any requests for additional information or interviews. The City will not reimburse any person or entity for any costs incurred prior to the issuance of the contract.

1. **INDEMNIFICATION**

Any party responding to this Request for Proposals is acting in an independent capacity and not as an officer or employee of the City. Any party responding to this Request for Proposals will be required to indemnify, defend, and hold harmless the City, its officers, and employees from all liability and any claims, suits, expenses, losses, judgments, and damages arising as a result of the responding party’s acts and/or omissions in or related to the response.

1. **REJECTION OF PROPOSALS**

The City reserves the right to reject any or all proposals, to negotiate with one or more parties, or to award the contract to the proposal the City deems will meet its best interests, even if that proposal is not the lowest bid. The City reserves the right to re-advertise for additional proposals and to extend the deadline for submission of the proposals. This Request for Proposals in no way obligates the City to award a contract.

1. **OWNERSHIP OF DOCUMENTS**

Any materials submitted to the City in response to this Request for Proposals shall become the property of the City unless another arrangement is made by written agreement between the City and the responding party. The responding party may retain copies of the original documents.

1. **DUTY TO INFORM CITY OF BID DOCUMENT ERRORS**

If a bidder knows, suspects, or has reasonable cause to believe, that an error or omission exists in any bid documents, including but not limited to unit prices and rate calculations, the bidder shall immediately give the City written notice thereof. Contractor shall not cause or permit any work to be conducted that may be related to the error or omission without first receiving written acknowledgment from the City that City representatives understand the possible error or omission and have approved the requested modifications to the bid or contract documents or that they may proceed without any modification being made to the bid or contract documents.

1. **PUBLIC RECORDS**

Any and all records submitted to the City, whether electronic, paper, or otherwise recorded, are subject to the Vermont Public Records Act. The determination of how those records must be handled is solely within the purview of City. All records the responding party considers to be trade secrets, as that term is defined by subsection 317(c)(9) of the Vermont Public Records Act, or that the responding party otherwise seeks to have the City consider as exempt must be identified clearly and specifically at the time of submission. It is not sufficient to merely state generally that a proposal is proprietary, contains a trade secret, or is otherwise exempt. Particular records, pages, and sections which are believed to be exempt must be specifically identified as such and must be separated from other records with a convincing explanation and rationale sufficient to justify each exemption from release consistent with Section 317 of Title 1 of the Vermont Statutes Annotated.

1. **PUBLIC HEALTH EMERGENCIES**

Bidders are advised that public health emergencies, as declared by the City, the State of Vermont, or the Federal Government, including the current pandemic of Novel Coronavirus (COVID–19), may introduce significant uncertainty into the project, including disruption of timelines or revised practices. Contractors shall consider public health emergencies as they develop project schedules and advance the work.

The City may require a public health emergency plan be submitted as part of the bid. This plan will contain:

1. A schedule for possible updates to the plan in advance of the start of work (see attached Draft Contract, Section 15); and
2. Means to adjust the schedule and sequence of work should the emergency change in nature or duration.

The City will have sole discretion to approve, deny, or require changes to this plan as a condition of consideration of the bid, will retain the right to inspect all work to ensure compliance with health and safety standards, and may at any time require the contractor to stop work because of the emergency.

If a public health emergency is declared, the City will not be responsible for any delays related to the sequence of operations or any expenses or losses incurred as a result of any delays. Any delays related to public emergencies, including the current pandemic of Novel Coronavirus (COVID-19), will be excusable, but will not be compensable.