

**CITY OF BURLINGTON
REQUEST FOR PROPOSALS**

SEARS LANE ENCAMPMENT MANAGEMENT

Issued: September 21, 2021

Due: 4:00 P.M. October 5, 2021

I. PROJECT BACKGROUND

The City of Burlington is seeking proposals for service providers interested in providing managed support at a City owned site to ensure physical site operations for dedicated outdoor, safe, equitable, temporary shelter space and/or other innovative approaches to temporary shelter for persons experiencing homelessness.

This is considered an emergency pre-housing and temporary solution. It allows the City to respond to the concerns of current campers, neighbors and neighboring businesses, to build capacity for any urgent increase in the number seeking safe unsheltered sleeping arrangements, and to support moving campers into transitional or permanent housing.

The project is responding to housing and homelessness impacts of the public health emergency and will operate through September 2022, with possible extensions based upon demonstrated need. The City is seeking partnership with housing providers experienced in trauma informed and person-centered programming and site management and housing services for those experiencing homelessness or those at risk of becoming homeless.

The City is seeking proposals to provide managed support at the Sears Lane site, to support a temporary emergency response to emergent need while our community members are supported and assisted into transitional or permanent housing. This RFP is intended to implement the City's goals to take responsibility for managing the site and achieving critical public health and public safety standards at the site for both campers and nearby residents and businesses, to provide physical services at the site and to coordinate with other service providers and the City to ensure access to other vital human services. Partners in human services, mental health, and housing service providers offer housing related services and access to Coordinated Entry, food, health, mental health, and essential supplies to the residents at Sears Lane. The City seeks a proposal that describes the coordination mechanisms necessary to ensure continuation and expansion of service access to ensure that every camper secures suitable housing.

One of the impacts of the COVID-19 pandemic in Chittenden County was to reveal the extent of homelessness and housing insecurity in our community. A total of 700 people were recorded as experiencing homelessness during the Point in Time Count of January 2021, following a steady decrease in numbers from 359 in 2018, to 261 in 2020. Of the 700 people recorded in 2021, more than 600 were sheltered by the statewide general assistance emergency temporary housing waiver, providing hotel accommodation with very few eligibility restrictions. The

program eligibility was restricted during summer 2021, reducing the number sheltered to about 300 rooms per night.

The number of 700 experiencing homelessness is an under-estimate as no count of unsheltered persons was possible, due to the pandemic. The Burlington / Chittenden County Continuum of Care estimates the number sleeping unsheltered during the PIT Count to be up to 20 individuals. Sears Lane is one of a number of sites of unpermitted camping sites operating informally in Burlington. The number of people living permanently at the site was very low during the winter of 2020-2021, numbers have begun to rise through the spring and summer and are currently estimated at around 25.

Burlington may see further increase in the number of people experiencing unsheltered homelessness as the general assistance emergency housing program further restricts eligibility and the number of available hotel rooms reduces in the coming months.

The City currently provides trash and scrap removal at the Sears Lane site, along with serviced portable toilets, these services were provided following consultation with site campers. The current site campers have also requested access to water (showers and washing facilities) and electricity and lighting. Providing access to electricity would enable the elimination of generators.

Alongside concerns about the health and security conditions at the current site, the City of Burlington wishes to plan for increased needs for unsheltered sleeping, both tented and in parked vehicles with this managed, temporary, pre-housing solution for a safe, healthy dignified space that also supports transitioning campers into suitable housing.

II. SCOPE OF WORK

Project Activity Parameters

Project Deliverables:

Task	Product/Outcomes
PHYSICAL SITE AND SECURITY	
Encampment preparation: demarcation of individual plots / sites	Map and mark up the encampment for 25 marked sites. Create agreements for upkeep condition of each plot– emergency plan to handle up to 35 plots based upon demonstrated need
Physical Site Security – Fencing and Entry/Exit	Ensure that fencing of encampment and safe entrance/exit way is maintained
Physical Security – Lighting	Ensure lighting of encampment, entrance and common areas
Physical Security – Cameras	Cameras along boundary and entrance – looking outside of site. Should only be directed at camping areas for safety and site management purposes. Cameras assist with maintaining integrity of perimeter fence
Physical Security – Security	Contracted Security presence and record management.
Fire Safety	Ensuring the following actions are met to ensure fire safety: <ul style="list-style-type: none"> • Keeping access to hydrant clear • No additional structures are to be built. • Two access points that would allow fire apparatus or ambulance access through the site • Install several fire extinguishers throughout the site • No tent greater than 200 square feet in size • Require separation between tents • Clean all debris from around each tent/structure • No heating or cooking appliances allowed in tents/structures • Electrical cords need to be safely managed and with UL label suitable for outdoor use.
SITE OPERATIONS – physical services	
Task	Product/Outcomes
Create and implement Operations Plan – for encampment management, maintenance and security, and	Operational plan created in consultation with encampment residents and approved by CEDO, City of Burlington.

provision of services (operating budget is part of RFP application). Important: The encampment operates in a manner that is person centered and trauma informed.	
The encampment operates in a manner that promotes individual safety, health and security. This includes operating in a COVID safe manner following VOSHA and VDH/City of Burlington guidance	Health and safety plan created, including COVID guidelines.
Site: Period of operation	September 2021 – 2022, with extension based upon demonstrated need for emergency housing.
Time of operation	24/7: Describe Office hours, staff hours, security hours. Quiet hours shall be enforced per City ordinance
Days of operation	Daily, cold weather exception per State and City guidelines during which time campers would be offered shelter
Site Office	Trailer or other, hours of operation
Waste Management	Contract refuse, recycling, compost collection
Toilet	Currently portable toilets, serviced 1x per week – manage this contract
Water	Ensure that the water supply made available to the site is available for use by residents.
Bathrooms	Portable trailer toilet and shower – contract
Power supply	Ensure that the power supply made available to the site is extended for use across the encampment or alternative power supply is available – e.g. solar. Ensure that noise ordinances are adhered to and that generator use and vehicle idling is restricted.
Wifi	BT hotspot
Accommodation types	In cooperation with Social Service partners – tent, trailer or other. 25 regular plots and up to 35 for emergency use.
Safe Parking for overnight sleeping	Parking plan – Preparation for safe parking for up to 10 vehicles per night for safe sleeping for unsheltered community

	members (not encampment residents). Idling of vehicles being used for shelter shall not be permitted.
Food, materials and other services	Partnership plan with other partners – see below
Staff recruitment and training plan	Staffing needs and coverage. Training plan for all staff and volunteers (including COVID safety)
Safe Cold Weather Operations	Extreme cold weather exception, planning for possible site closure and moving residents to temporary warming overnight shelter
Administration	Meetings with City and with other service providers, frequency and type Provide reporting frequency and type Meeting with other housing providers, frequency and type
Insurance	Provider is expected to work with the City on procuring insurance coverage for site liability

HUMAN SERVICES AND COORDINATION	
Task	Product/Outcomes
Create and implement Handbook/Code of Conduct Agreement for Residents/Staff/Volunteers – providing for agreements for behavior, health, safety and welfare of residents and mitigating impact on wider community. Code will define process for removal of camping rights if necessary. Participation in coordinated entry and other housing programming.	Developed in consultation with current encampment residents and signed by each current and incoming resident
Coordination with Residents and Community	Coordination group established: encampment residents, local community, business, service provider partners, and the city.
Coordination of human and other services with other providers – coordinated entry, housing services, health, meal and personal supplies, employment, credit recovery, mental health, recovery and other outreach	Plan and agreement, with MoU if required, for other service providers in place for each service type.
Data collection and HMIS management	# of residents in HMIS, collected by partner service providers
Program enrollment assessment and services	# of residents enrolled in services within 1 week of entry, by partner service providers
Housing placement outcomes	# Residents enrolled for transition or permanent housing planning within one month of entry and tracked goals/plan for each resident by partner service providers
Other service outcomes	# residents accessing other service

III. CONTRACTOR SELECTION

The selected contractor must have a proven track record delivering housing or services to individuals experiencing homelessness and provide evidence of the organizational capacity to manage an encampment and safe parking site for those experiencing unsheltered homelessness.

The organization’s accounting records must adequately identify the use of funds. Generally, this means you must separately account for funds in your financial recordkeeping. For example, if you use funds to pay for part of your rent, or part of a staff member’s salary, you should have a separate expense code, as well as a separate revenue code, specifically for this fund. If a staff member spends time on both project-funded and non-project-funded activities, that staff person must have time sheets showing the time spent on those various activities as well as a narrative that reasonably captures all work completed. Backup documentation will be required in order to receive reimbursement. This will include payroll and records.

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.

All complete proposals from qualified Contractors will be evaluated on the following criteria:

- 1. Ability to Meet Budget (15 pts)
- 2. Demonstrated Project Understanding (20 pts)
- 3. Experience & Qualifications (25 pts)

Areas of expertise may include: Housing, shelter or social / human services organization, trauma informed, person centered program delivery,

- 4. Ability to Meet Proposed Schedule (10 pts)

Targeted contract award date:

Operational Target Date:

- 5. Depth of Skills (10 pts)
- 6. Demonstration of Equity Focused, Person Centered, and Trauma Informed Approach (10 pts)
- 7. Quality, Clarity & Completeness of Proposal (10 pts)

IV. SUBMISSIONS

Proposals, using the format of Attachment A and B and any questions must be submitted in electronic format to the following:

Brian Pine, CEDO Director: bpine@burlingtonvt.gov

Marcella Gange, Community Development Manager, CEDO: MGange@burlingtonvt.gov

V. 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 as stipulated by the City. The certificate of insurance coverage shall be documented on forms acceptable to the City.

VI. 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 as stipulated by the City.

VII. LIMITATIONS OF LIABILITY

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

VIII. 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.

IX. 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.

X. 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.

XI. 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.

XII. 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/Consultant shall not cause or permit any work to be conducted that may 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 the contractor may proceed without any modification being made to the bid or contract documents.

XIII. 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.

XIV. 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 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.