

Request for Proposals (RFP)

City of Olympia | Capital of Washington State



REQUEST FOR PROPOSALS

PLUM STREET VILLAGE TINY HOME VILLAGE OPERATIONS

PROPOSALS DUE: 12 PM PDT, SEPTEMBER 25, 2023

PURPOSE

The purpose of this Request for Proposals (RFP) is for the City of Olympia (City) to solicit proposals from qualified respondents interested in operating a 29-unit tiny home village on City-owned property in Olympia, WA for the purpose of supporting unhoused residents previously residing on state-owned right-of-way. Individuals residing on public rights-of-way will be given first priority for placement into the tiny home village. Placements will also be prioritized from Maple Court, Unity Commons Shelter, and Franz-Anderson Tiny Home Village as they are all programs under the State's Rights-of-Way Initiative. Coordinated Entry will be used to fill any remaining units as they become available. The selected operator will maintain site control and full operational oversight of the tiny home village through a lease renewed yearly.

Plum Street Village has been operational as a tiny home village shelter with supportive services since 2018. Using new state funding, the City is transitioning Plum St Village to a workforce entry supported tiny home village. All residents will be expected to obtain some form of employment or continued education while residing at the village. The City also intends for Plum Street Village to operate as a lower acuity site that does not allow drug and alcohol use on site. The goal is for the site is to operate as an elevated phase in the housing continuum, offering more agency and independence for residents to best transition into permanent housing.

Respondents to this RFP may be partnerships between organizations, supportive services providers, or other non-profits. Proposals will require the identification of the lead respondent and project manager.

The successful respondent will also be required to enter into a property lease agreement with the City.

The deadline for submission of proposals is **12:00pm, September 25, 2023.**

PROPERTY BACKGROUND AND CURRENT CONDITIONS

Plum Street Village, located at 830 Union Street Olympia, WA 98501, was first approved under an emergency housing facility permit in 2018. The site is located on a City owned 10.5-acre parcel (APN 78202500100) that includes uses by Public Works, Parks & Recreation, and is the current location of the Olympia Justice Center. The City anticipates the tiny home village will continue to operate under an emergency housing facility permit extension. The expectation of the selected tiny home village operator will be to coordinate with the Coordinated Entry to enter residents from the temporary housing to permanent housing options as they become available. Site safety and security will be a high priority during application review.

Neighborhood uses:

The portion of the property where Plum Street Village is located is zoned DB – Downtown Business and allows for a myriad of uses. Adjacent uses are predominantly government offices

and associated uses. A shopping center as well as commercial and service businesses are also located immediately adjacent to the south.

Transportation:

The site is situated north of Union Avenue and east of Plum Street, in a well-served transit area. An inbound stop for <u>Intercity Transit Bus #94</u> (Union Ave at Plum St westbound) with service to the Olympia Transit Center is located on Union Avenue approximately 250 feet from the entrance to the tiny home village. Intercity Transit currently offers free ridership.

Utilities:

The site is equipped with communal kitchen, restrooms, laundry and showers that are connected to public utilities and will be managed by the contracted site operator.

Landscape:

Plum Street Village was sited on a gravel lot previously used for Parks & Recreation equipment and vegetation storage. Areas of ingress and egress have been graded to facilitate ADA access and improve site participant safety. The site is between a public park to the west and parks administered open vegetation area to the east.

ELEMENTS OF A SUCCESSFUL PROPOSAL

Proposed by a provider which:

- Has experience operating similar projects.
- Illustrates an understanding of site management, effective operations, and safety.
- Offers a clear plan to implement workforce/continued education into the tiny home village via organizational expertise or a sub-contractor solely focused on workforce development.
- Adequately identifies community partners— including community stakeholders and services providers to best support the residents, specifically with workforce development and their transition to permanent housing.
- Illustrates an understanding and commitment to the principles, practices, and founding beliefs outlined in Thurston County's Homeless Crisis Response Plan.

REQUEST FOR PROPOSALS SCHEDULE

The following schedule is to inform respondents of the estimated timetable of the RFP response preparation and evaluation. Please note the following dates when preparing your response to the RFP. The City reserves the right to modify this schedule at its discretion; deadlines for proposers will never shorten.

SCHEDULE OF TASKS	DATE
Issuance of Request for Proposals	August 22, 2023
Pre-Proposal Site Visit	September 8, 2023 @ 2:00 pm
Deadline for questions from respondents by noon	September 12, 2023
Responses to questions with Question & Answer addendum from City	No later than September 15, 2023
Proposals due by noon	September 25, 2023
Finalist(s) selected and notified (Anticipated)	September 29, 2023
Approval of selected respondent by Olympia City Council (Anticipated)	October 30, 2023

PRE-PROPOSAL SITE VISIT

A Pre-Proposal site visit will take place on at 2:00 PM on September 8, 2023. The address is 830 Union Street Olympia, WA 98501. Visitors can use adjacent street parking and meet City staff at the gate entrance.

CONTRACT AND COMPENSATION

The City will select one (1) respondent to enter into an agreement by approximately December 31, 2023 for a one-year term. At the conclusion of the initial term, at the discretion of the City, the agreement may be renewed if the operations of the site remain successful and the performance of the consultant is deemed satisfactory.

The contract resulting from the acceptance of a proposal shall be in the form of the <u>Professional Services Agreement</u> (PSA) provided by the City and shall reflect the specifications in this RFP. It is expected that respondents are familiar with and willing to accept the requirements, terms, and conditions of the PSA before submitting a proposal. The final scope of work and terms and conditions of the agreement will be determined by the proposal of the selected respondent.

Total Compensation:

In consideration of the Service Provider performing the Services, the City agrees to pay the Service Provider an amount not to exceed one million dollars (\$1,000,000) per operating year. These funds are expected to cover all expenses to operate the Tiny Home Village, including all

staffing and operating expenses, administrative fees, and fees paid to the Service Provider for services.

Method of Payment:

Payment by the City for the Services will only be made after the Services have been performed and an invoice with the required supporting documentation as specified in the PSA has been submitted by the Service Provider, and the same is approved by a representative of the City. The invoice shall be signed by an authorized employee who is certifying that all amounts are a true accounting of expenses that have been incurred and paid by the Service Provider and are eligible expenses as outlined in the Professional Services Agreement. Payment shall be made on a monthly basis, within thirty (30) days after receipt of such voucher or invoice.

Service Provider Responsible for Taxes:

The Service Provider shall be solely responsible for the payment of any taxes imposed by any lawful jurisdiction as a result of the performance and payment of this Agreement.

Service Provider Responsible for Meeting L&I Requirements for On-Site Prevailing Wage Projects:

Maintenance and repair work funded by public dollars in the Tiny Home Village may be subject to prevailing wage requirements. The Service Provider will be responsible for insuring that, when required, prevailing wages are paid and that the intents, affidavits, and Certified Payroll Reports are filed with L&I. Further information regarding Prevailing Wage requirements can be found on the <u>L&I website</u>.

SUBMISSION REQUIREMENTS

The deadline for submission of proposals is **noon, September 25, 2023.**

Proposals shall be submitted to the City by email to Darian Lightfoot at <u>dlightfo@ci.olympia.wa.us</u>. The response must be in Word or PDF format. No faxed, mailed, or hand-delivered submittals will be accepted.

In addition to the proposal, respondents must provide a copy of the bid response package, <u>attached as Exhibit C</u>, or found as a standalone document on the Plum Street Village Tiny Home Village Operations RFP page on the <u>City of Olympia RFPs and RFQs page</u>.

For questions about this RFP, please contact Darian Lightfoot via email at <u>dlightfo@ci.olympia.wa.us</u>. All questions about this RFP must be received by noon on September 12, 2023. Questions via telephone will not be accepted. Questions received after this date may not be answered. All questions will be answered via an addendum posted on the City's <u>RFPs & RFQs webpage</u> no later than 5:00pm on September 15, 2023.

SUBMISSION INSTRUCTIONS TO RESPONDENTS

Proposals shall be limited to a total of **<u>12 pages</u>** not including exhibits and attachments.

Respondents should provide the following information in the sequence listed below: PRELIMINARY SCOPE OF WORK

- 1. Experience
 - i. Knowledge of working with the unhoused
 - a. Demonstrate comprehensive understanding of evidence based best practices when working with the unhoused community.
 - b. Briefly detail previous, successful experiences working with the unhoused population and more specifically, any workforce related support programming, including programs, villages, direct outreach, etc. How has that experience shaped this proposal and what you would bring from that experience to this tiny home village.
 - c. Describe organizational standards or mission that influences the work and how that would influence operations of this site.
 - d. Demonstrate understanding of how community resources and partnerships need to be integrated into this tiny home village in order for the residents to succeed.
 - e. Demonstrate understanding of how racial and class inequities have led to a disproportionate amount of people of color and people with disabilities becoming unhoused.
 - Site Management Demonstrate a clear understanding of the potential health and safety hazards of operating a site. Experiences that have led to the confidence in applying to this RFP and lessons learned when creating an Operations and Security Plan and Code of Conduct
- 2. Project Operations-Tiny Home Village Scope and Operational Plan
 - i. Best Practices
 - a. Describe implementation of evidence-based best-practices when working with the unhoused community, including the proposed scope and approach for case management services.
 - b. Describe how community resources and partnerships will be integrated into this tiny home village in order for the residents to succeed.
 - c. Describe your plan to create a sense of community and belonging amongst residents in order for residents to feel safe and supported.
 - d. Demonstrates an understanding of how racial and class inequities have disproportionately impacted marginalized communities and incorporates resources on how to best support residents.
 - ii. Workforce Management
 - a. Describe scope and approach of workforce entry/continuing education support services.

- b. Include approach to best meet residents where they are while holding people accountable to the community standards, including employment retention, engagement in services, workforce progression, etc.
- iii. Safety and Site Management
 - a. Operations and Security plan outlining engagement with emergency operations, hazardous weather, intruders, and health related emergencies
 - b. Code of Conduct addressing drug use, violence, trespassing, threatening behavior and other community expectations with clear dismissal and appeals process.
 - c. Anticipated on-site supervision schedule including the amount of staff on site, length of shifts, and expectations of staff during their shifts. Site is expected to be staffed 7am-9pm daily at a minimum.
 - d. Detailed process on how residents will be informed of these safety and behavioral expectations including site intake and continued education opportunities.
 - e. Proposed maintenance plan, including details as to whether those duties will be carried out by on-call staff or sub-contracted labor.
- iv. Community Engagement
 - a. Plan on how to engage with neighbors to allow for clear and consistent communication and procedures during times of conflict.
 - b. Opportunities for neighborhood and community engagement including volunteering, donations, or regular community meetings.
- v. Site Council and Resident Engagement
 - a. Intent to create a site council or some form of resident-led body to help build community, balance decision-making power, and provide agency for the residents.
 - b. Expectations for resident involvement in the tiny home village i.e., required case management, communal chores, or none.
- vi. Performance Measures
 - a. Specifics on what data will be captured upon entry of the site and how that data will be used, i.e. Coordinated Entry, HMIS, other.
 - b. Metrics outlining the goals of the site and how those will be documented and what success looks like.
- 3. Budget and Administration
 - i. Capacity and Management
 - a. Detailed budget including staff costs, COLA increases, insurance, indirect costs, site maintenance, security, utilities, resident supports, etc.
 - b. A single year budget with an anticipated percentage increase clearly stating where the increase will be directed.

- c. An understanding of reimbursement based invoicing and financial policies and procedures that support timely and accurate invoices.
- ii. Performance History Experience operating a large budget and the requirements of public fund management.
- 4. Summary of lead staffing personnel
- 5. Executive Summary of most recent audit, to include any findings and internal control concerns.
- 6. Signed Authorization to Submit Response
- 7. Building off this preliminary scope of work, the selected organization will work with the City to develop a final scope of work to be included in a funding agreement.

SELECTION CRITERIA

Proposals will be evaluated based on the following criteria:

Program Operations		
a.	Alignment with Best Practices	
b.	Safety/Site Management Plan	
с.	Neighborhood Engagement	40
d.	Site Council/Resident Engagement	
e.	Performance Measures	
Experience		
a.	Knowledge working with the unhoused population	- 30
b.	Site Management	50
Budget		
a.	Capacity and Management	20
b.	Performance history (narrative)	- 30
Total Possible Score		100

TERMS AND CONDITIONS

- 1. The City of Olympia Outlook email system will be the official time of record. Any responses received after the designated time will not be considered.
- 2. Any errors discovered after response submission deadline must remain and cannot be adjusted.
- 3. It is the sole responsibility of the respondent to assure that they have received the most current RFP and accompanying materials.

- 4. It shall be the responsibility of each respondent to call to the attention of the City any apparent discrepancy in the RFP or any question of interpretation. Failure to do so constitutes acceptance as written.
- 5. The response, as presented, must remain valid for a period of ninety (90) days from the response due date.
- 6. The City of Olympia reserves the right to reject all proposals, waive minor irregularities, or to request and obtain from one or more of the respondents, supplementary information as may be necessary for the City to analyze the proposals pursuant to the selection criteria contained herein.
- 7. The City reserves the right to revise or amend the RFP prior to the response due date by written addenda.
- 8. All RFP documents are public record and subject to public disclosure.
- 9. The successful applicant must comply with all Federal, State, and City of Olympia statues and codes as may be applicable to the scope of work detailed herein, including all labor laws.
- 10. Washington State Law and Venue: Any resulting contracts or agreements, shall be construed under the laws of the State of Washington.
- 11. The selected respondent must obtain <u>a license to do business in the City of Olympia</u> prior to beginning work on behalf of the City.
- 12. The City of Olympia is not responsible for any costs incurred or legal actions taken regarding the property details and prior and current uses listed within this RFP. It's the respondent's responsibility to confirm any information presented herein and perform any due diligence the respondent deems necessary.
- 13. Response to this solicitation does not commit the City to pay any costs incurred in the preparation of the response, demonstrations, or any other activities related to this response. All proposals and accompanying documentation become the property of the City and will not be returned. This RFP does not obligate the City to enter into a legal agreement of any kind pertaining to the projects specified herein. The City reserves the right to revise the RFP and/or to issue addenda to the RFP.

IDEMNIFICATION AND INSURANCE

A. <u>Indemnification / Hold Harmless</u>. Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

B. <u>Insurance Term</u>. The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

C. <u>No Limitation</u>. Consultant's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

D. <u>Minimum Scope of Insurance</u>. Consultant shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as ISO occurrence form (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage.

2. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, stop gap liability, personal injury and advertising injury. The City shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City using an additional insured endorsement at least as broad as ISO CG 20 26.

3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

4. Professional Liability insurance appropriate to the Consultant's profession.

E. <u>Minimum Amounts of Insurance</u>. Consultant shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.

2. Commercial General Liability insurance shall be written with limits no less than \$2,000,000 each occurrence and \$2,000,000 general aggregate.

3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

F. <u>Other Insurance Provisions</u>. The Consultant's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the City. Any Insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.

G. <u>Acceptability of Insurers</u>. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

H. <u>Verification of Coverage</u>. Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work.

I. <u>Notice of Cancellation</u>. The Consultant shall provide the City with written notice of any policy cancellation, within two (2) business days of their receipt of such notice.

J. <u>Failure to Maintain Insurance.</u> Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five (5) business days' notice to the Consultant to correct the breach, immediately terminate the Agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.

K. <u>City's Full Access to Consultant Limits</u>. If the Consultant maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Consultant, irrespective of whether such limits maintained by the Consultant are greater than those required by this Agreement or any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Consultant.

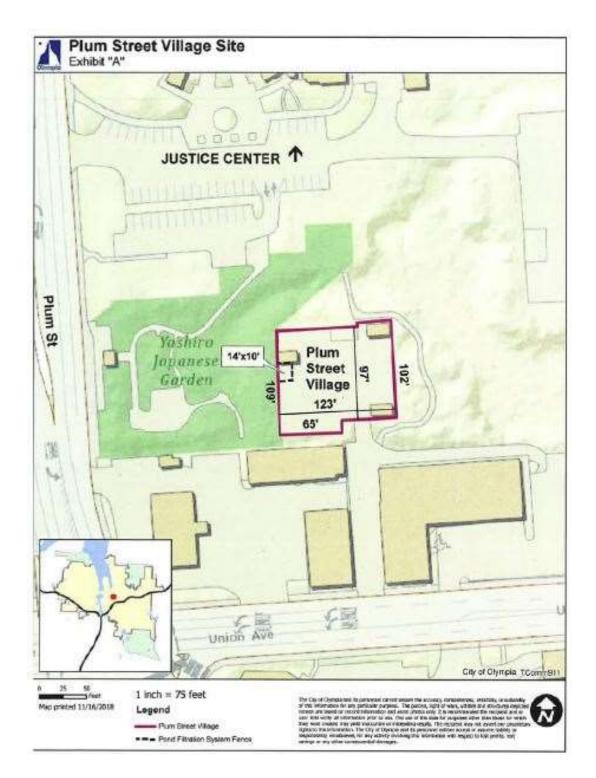
LIST OF EXHIBITS

The following informational items can be found in the Exhibits section of this RFP.

- Exhibit A: Site Parcels and Zoning Map
- Exhibit B: Site Layout
- Exhibit C: Proposal Response Package

Plum St Village Tiny Home Village Operations Page 11 of 17

EXHIBIT A SITE PARCELS AND ZONING MAP



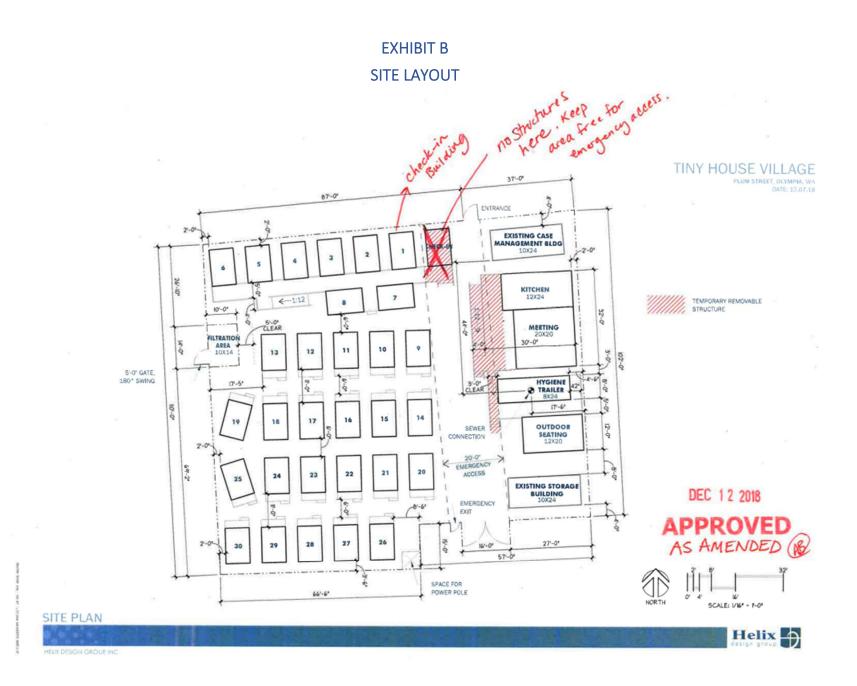


Exhibit C



City of Olympia | Capital of Washington State

Solicitation Name		
Legal Name		
Business Name		
Address		
Unified Business Identifier (UBI) No		
M/W/DBE Certification No. (If Applicable)		

If you have questions, contact: Darian Lightfoot, Director of Housing and Homeless Response City of Olympia Phone: (360)-280-8951 Email: dlightfo@ci.olympia.wa.us

By my signature below, I attest that all information provided in my organization's response to the Plum St. Tiny Home Village Request for Proposals has been reviewed and is true and accurate to the best of my knowledge. I acknowledge that I have read and accept the terms and conditions in the Request for Proposals and that I am authorized by the organization/respondent to submit this response for consideration in the City of Olympia's Plum St. Tiny Home Village Request for Proposals process.

Signature	Name
Title	Date
Email Address	_



DEMOGRAPHIC INFORMATION

Where is your business located?

- U Within Olympia's City Limits
- Within Thurston County
- Outside of Thurston County
- Outside of Washington State

Is your business a veteran-owned enterprise? (A business having at least 51% veteran ownership)

- Yes
- 🛛 No

Is your business a minority-owned enterprise? (A business having at least 51% minority ownership)

- □ Yes
- 🛛 No

Is your business women-owned?

- (A business having at least 51% women ownership)
 - Yes
 - 🛛 No

Is your business a disability-owned enterprise? (A business having at least 51% disabilityownership)

- □ Yes
- 🛛 No

Is your business a LGBTQ+ owned enterprise? (A business having at least 51% LGBTQ+ ownership)

- Yes
- 🛛 No

Is your business a small business enterprise, defined as follows?

- Having fifty or fewer employees; or
- A gross revenue of less than seven million dollars annually as reported on its federal income tax return
- Yes
- 🛛 No

I hereby declare the information provided on this form is true and correct, and that I am legally authorized to bind the Consultant.

Signature

Name

Date

Legal Business Name



STATEMENT OF COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS

The Olympia City Council has made compliance with the City's *Nondiscrimination in Delivery of City Services or Resources* ordinance (OMC 1.24) a high priority, whether services are provided by City employees or through contract with other entities. It is important that all contract agencies or vendors and their employees understand and carry out the City's nondiscrimination policy. Accordingly, each City agreement or contract for services contains language that requires an agency or vendor to agree that it shall not unlawfully discriminate against an employee or client based on any legally protected status, which includes but is not limited to: race, creed, religion, color, national origin, age, sex, marital status, veteran status, sexual orientation, gender identity, genetic information, or the presence of any disability. Unlawful discrimination includes transphobic discrimination or harassment, including transgender exclusion policies or practices in health benefits.

Listed below are methods to ensure that this policy is communicated to your employees, if applicable.

- Nondiscrimination provisions are posted on printed material with broad distribution (newsletters, brochures, etc.).
- Nondiscrimination provisions are posted on applications for service.
- Nondiscrimination provisions are posted on the agency's web site.
- Nondiscrimination provisions are included in human resource materials provided to job applicants and new employees.
- Nondiscrimination provisions are shared during meetings.

Failure to implement at least two of the measures specified above or to comply with the City of Olympia's nondiscrimination ordinance constitutes a breach of contract.

By signing this statement, I acknowledge compliance with the City of Olympia's nondiscrimination ordinance by the use of at least two of the measures specified above.

Signature

Name

Date

Legal Name of Business



EQUAL BENEFITS COMPLIANCE DECLARATION

Consultants on City contracts estimated to cost \$50,000 or more shall comply with the City of Olympia Municipal Code, Chapter 3.18. This provision requires that if consultants provide benefits, they do so without discrimination based on age, sex, race, creed, color, sexual orientation, national origin, or the presence of any physical, mental or sensory disability, or because of any other status protected from discrimination by law. Consultants must have policies in place prohibiting such discrimination, prior to contracting with the City.

I hereby declare that the Consultant listed below complies with the City of Olympia Equal Benefits Ordinance, that the information provided on this form is true and correct, and that I am legally authorized to bind the Consultant.

Legal Name of Business

Signature

Name

Date

Title