

Department of Procurement & Contract Compliance



Notice of Need

Number: N34175

Cold Weather Warming Shelter Management Services



SOLICITATION

NOTICE OF NEED No. N34175

Cold Weather Warming Shelter Management Services

Purpose

The Unified Government of Wyandotte County/Kansas City, Kansas (UG) is seeking qualified private entities and/or non-profit organizations as defined under section 501(c)(3) of the Internal Revenue Code, to establish and operate a temporary Cold Weather Warming Shelter for homeless individuals within Wyandotte County. The Warming Center will offer overnight shelter to the local homeless population during severe winter cold. Operations are expected to begin serving clients in December 2022. Qualified applicants must have experience providing services to homeless individuals. Preference is for applicants who participate in the Area Continuum of Care and The Greater Kansas City Coalition to End Homelessness. The Unified Government will work with the selected vendor to secure an appropriate facility for the period of performance to serve as a Cold Weather Warming Shelter. The facility may be a Unified Government facility or a private or non-profit owned facility.

Agencies with the demonstrated experience to establish, operate, and maintain an overnight Warming Shelter for the homeless are encouraged to respond to this Notice of Need.

Any questions regarding this Notice of Need shall be directed in writing to the attention of the buyer via fax or email, to the Office of Procurement and Contract Compliance ATTN: Kelly Regan, kregan@wycokck.org, 913-573-5440, Room 649, 701 North 7th Street, Kansas City, Kansas 66101. Telephone conversations must be confirmed in writing by the interested party.

Overview

The Unified Government of Wyandotte County/Kansas City, Kansas is a consolidated city/county government serving all of the citizens of the City of Kansas City, Kansas, and Wyandotte County. The City of Kansas City, Kansas is located entirely in Wyandotte County and, along with thirteen other Kansas and Missouri counties, makes up the Metropolitan Kansas City Region with a population of approximately 2.1 million. The Cities of Kansas City, Kansas and Kansas City, Missouri are separated by the Kansas-Missouri border and are independent of one another in all aspects.

Background and Context

There is a specific need for services within Kansas City, Kansas to provide a warming shelter to the homeless in our community. During the winter of 2021-2022, the severe winter weather shelter provided services and operated a warming shelter for **38 nights**, serving a total of **275 individuals**. The service averaged **35 guests per night** and, when at capacity, partnered with hotels to provide a total of 1,606 beds for the homeless. The project was staffed with mental health professionals, local homeless service providers, healthcare workers, persons with lived experience, bilingual persons, and community members.

The goals of this Notice of Need are:

1. Provide management services for a safe accessible temporary warming shelter for unsheltered individuals in Kansas City, Kansas during life-threatening cold weather conditions.
2. Prevent severe weather-related injury or death among unsheltered populations by providing high-quality, reliable Cold Weather Shelter operations based on the agreed upon activation and operation policies.
3. Connect unsheltered individuals/households to housing and support services providers.
4. Engage unsheltered individuals/households in housing problem-solving to identify additional potential resources with the ultimate goal of acquiring stable housing.

Scope of Services

Offerors should propose to provide comprehensive, turn-key, Cold Weather Shelter Management services for congregate or non-congregate overnight sleeping accommodations and adequate staffing to support basic needs of the clients; the coordination of communication, outreach, and transportation with relevant partners; the provision of meals and needed supplies to shelter clients; the provision or coordination of necessary supportive services; and the provision or coordination of security and safety resources.

The information presented below represents the minimum program requirements that the City is requesting. However, we encourage Offerors to enhance and expand upon the program elements where feasible such as, but not limited to, higher temperature threshold for activation, capacity for more beds, and expanded hours of operation. Additional points may be available for Offerors who

can provide enhanced or expanded services.

Offerors may bring forward a proposed shelter location as part of their response, but it is not required. The UG will work with the selected vendor to determine the shelter space to be used.

Cold Weather Shelter Activation and Operation:

Shelter(s) will be activated, as needed, based on agreed upon temperature activation policies between the awardee(s) and UG. The UG and the vendor will agree upon specific operating hours, generally assumed to be from 5:00 PM on the day of activations to 9:00 AM the next morning, or similar hours with reasonable explanation of difference.

Facilities and Capacity:

Awardee(s) will be responsible for ensuring that shelters:

1. Can manage accommodations for at least 40 total congregate or non-congregate beds for individuals 18 years or older, per night of activation and adequate amenities for full bed capacity such as a sufficient number of toilets and hygiene facilities.
 - a. If shelter is congregate, Offerors are encouraged to offer separate space and amenities for female-identifying individuals.
 - b. Families with minor dependents should, at minimum, be referred to appropriate shelters.
 - c. Any unaccompanied minors will be referred to appropriate providers.
2. Provide, when possible, storage space for personal belongings.
3. Provide appropriate space and equipment for secure storage of medication. which may include secure refrigerator access.
4. Provide clean sleeping pads or cots, pillows, and blankets.
5. Have plans/protocols in place for pets to shelter with their owners if possible.
6. Are properly maintained and repaired.
7. Have electrical outlets and/or charging stations for personal devices.
8. Have security measures in place to ensure shelter spaces are safe for participants and minimize termination from shelter only when behavior presents an immediate threat to health or safety of clients, staff, or volunteers.
9. Comply with all relevant health and safety codes and regulations.

Program Design Principles:

The implementation of Cold Weather Shelter should adhere to the following principles:

1. Trauma-Informed Practices: Successful offerors will apply the principles of trauma-informed practice to program and service delivery: safety, choice, collaboration, trustworthiness, and empowerment.
2. Referrals: Applicants should offer access to referrals and information on how to access other services and providers.
3. Equitable Service Delivery: Offerors must ensure that programs are providing services that meet the needs of diverse populations.
4. Harm Reduction: Offerors are encouraged to apply a Harm Reduction philosophy to activities and services provided to participants engaged in substance use.
5. Crisis Intervention and De-escalation: Program staff should receive training in appropriate evidence-based crisis intervention and de-escalation techniques to ensure the safety of all parties and prevent unnecessary exits from the shelter and promote safe and supportive environments.

Applicant Minimum Qualifications

- Agencies, board of directors, or leadership staff submitting a proposal must have a minimum of two years established, successful experience providing services.
- Agency must be a non-profit organization, quasi-governmental entity, or otherwise qualified social service provider (including for-profit) able to conduct business in Wyandotte County.
- Eligible Agency must submit documentation of tax-exempt status as described in Section 501(c)(3) of the Internal Revenue Code.
- Agency must be current in its payment of Federal and State payroll taxes.
- A letter of good standing as a nonprofit corporation for the State of Kansas, certificate of liability insurance, and an -Annual Certificate of Compliance.
- Must be active with the Greater Kansas City Coalition to End Homelessness/Continuum of Care; or join the Homeless Management Information System (HMIS) and submit other reports and documentation as required by HUD and the Unified Government's Department of Community Development.
- Agency must be eligible to contract and are not debarred from contracting with the Unified Government, the State of Kansas, and the Federal government, according to SAM.gov, and State and City Debarment information.
- Must pass building inspections.
- Agency cannot owe past due taxes to the UG.

Form of Proposal

In preparing the Notice of Need (NON), interested firms will need to organize their NON in the following format:

Offeror(s) to this Notice of Need shall provide one response submitted digitally to [see page 8] with sections numbered in accordance with the below designations.

Cover Letter

1. Organization Overview and/or a business summary which shall include the name of offeror, location of offeror's principal place of business, age of the business. 1 page maximum
2. Confirmation that applicant meets the Minimum Requirements as described above.
3. Applicant's approach to meeting the needs described in this solicitation – 5 pages maximum.
4. Description of relevant past experience providing services as described in this NON.
5. Current resumes and/or description of the abilities, qualifications, and experience of key personnel who will be assigned to this program.

Submission and Receipt of Notice of Need

1. One (1) marked original, one (1) copy and one (1) CD Disk or Jump Drive of the Notice of Need (NONs) must be received before the specified time as designated in the Notice of Need.
2. NONs shall be submitted in a sealed envelope. The envelope shall show the hour and date specified for receipt of the NON, the contract number, and the name and address of the firm.
3. The Unified Government is not responsible for the U.S. Mail or private couriers with regard to mail being delivered by the specified time so that a NON can be considered.
4. Facsimile (FAX) proposals will not be considered, however, NONs may be modified by FAX notice, provided such notices are received prior to the hour and date specified.
5. Any NONs received later than the date and time specified on the notice will be returned unopened. Late proposals shall not be considered.

Proposed Schedule

Date	Event
September 29, 2022	Distribution of NON
October 6, 2022	Last day for respondents to submit written questions (12: 00p.m.CDT)
October 12, 2022	Final day answers to questions from respondents will be provided
October 19, 2022	Responses due before 3:00 p.m. CDT
TBD	Committee Review and Short List Meeting; Interviews/Conference Call (if necessary)
TBD	Contract Award

Right to Reject Statements of Qualifications

Right is reserved to reject any or all Notice of Needs. The Unified Government will not pay costs incurred by any offeror for the preparation of NONs.

Evaluation Criteria and Presentations

NONs will be evaluated by a committee. The UG reserves the right to ask for clarifications or expansion of information submitted by any or all respondents. Selection will be based on, but not limited, to the following criteria:

- Ability, capacity, and skill to perform the contract or provide the service required.
- Experience on similar projects in Kansas and in the Metropolitan area.
- Experience in working with local governments.
- Experience of personnel assigned to the project.

Conflict of Interest

Respondent certifies that, to the best of his knowledge or belief, no elected/appointed official or employee of the UG, a spouse thereof or other person residing in the same household, is financially interested, directly or indirectly, in providing the goods or services specified in this bid.

Licenses and Permits

Respondent shall secure all licenses and permits necessary to conduct business in Wyandotte County and shall comply with all applicable laws, regulations and codes as required by the State of Kansas. Respondent must fully comply with all Federal and State laws, and County and Municipal Ordinances and Regulations affecting the performance of the work.

Contract Negotiations

After selection, the Unified Government may initiate contract negotiations. The option of whether or not to initiate contract negotiations rests solely with the Unified Government. The respondent will be responsible for all travel and per diem expenses related to contract negotiations. The Unified Government reserves the right to add terms and conditions during contract negotiations. If the respondent and the Unified Government are unable to come to terms, the Unified Government may terminate negotiations with the respondent(s) initially selected and commence negotiations with another respondent. The Unified Government's obligation will commence when the contract is approved by the Unified Government County Administrator, the Administrator's designee, or the procurement officer.

Submit to: Office of the Unified Government Clerk

Attn: Kelly Regan

Municipal Office Building

701 North 7th Street,

Room 323 Kansas City,

Kansas, 66101,

by 3:00 p.m. October 19, 2022.

Instructions for Submission of Proposal

Your response, including the signature page set out as Attachment A, should be delivered as follows:

Day and Date Proposal is due: Wednesday, October 19, 2022

Time Proposal is due: 3:00 PM, Central Time

Send Proposal to:

Office of the Clerk of the Unified Government of

Wyandotte County / Kansas City, KS

701 North 7th Street, Suite 323

Kansas City, Kansas 66101-3064

Attention: Kelly Regan

All questions regarding this NON should be in written form and sent via email to:

Kelly Regan

Unified Government of Wyandotte County/Kansas City,

Kansas

kregan@wycokck.org

The last day for submission of written questions (via email) is 12:00 p.m. (noon) CDT, Thursday, October 6, 2022.

Prohibition Against Contact: No Unified Government staff person, elected official or other professional advisors should be contacted during the solicitation process unless you are specifically directed to do so. The Unified Government reserves the right to reject the response of any respondent failing to comply with this provision and the risk of receipt of misinformation that could result will be borne solely by such respondent.

Representatives of any firm contacting Unified Government officials without prior approval may be excluded from any further consideration for selection.

All questions received, and their answers, will be provided in writing to each firm known to be in receipt of this Notice of Need in accordance with the schedule.

Required Contractual Terms and Conditions

The following terms and conditions must be agreed to by the selected firm and are hereby made a part of the contract entered into between the Unified Government and the selected firm, unless specifically modified in writing:

Agreement with Kansas Law

This agreement is subject to and shall be governed by, and shall be construed according to the laws of the State of Kansas

Kansas Cash Basis Law

This Agreement is subject to the Kansas Cash Basis Law, K.S.A. 10-1101. Any automatic renewal of the terms of the Agreement shall create no legal obligation on the part of the Unified Government.

The Unified Government is obligated only to pay periodic payments or monthly installments under the Agreement as may lawfully be made from (a) funds budgeted and appropriated for that purpose during the Unified Government's current budget year or (b) funds made available from any lawfully operated revenue producing source.

Payment of Taxes

The Unified Government shall not be responsible for, nor indemnify the selected firm for any federal, state, or local taxes which may be imposed or levied upon the subject matter of this Agreement. The selected firm shall pay the Unified Government occupation tax prior to execution of the Agreement.

Disclaimer of Liability

The Unified Government shall not hold harmless or indemnify the selected firm for any liability whatsoever.

Anti-Discrimination Requirements

During the performance of this Agreement, the selected firm agrees as follows:

The selected firm will not discriminate against any employee or applicant for employment because of race, religion, color, sex, disability, age, national origin, or ancestry.

The selected firm will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, color, sex, disability, age, national origin, or ancestry.

Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; the recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The selected firm agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Unified Government, setting forth the provisions of this nondiscrimination clause.

The selected firm will, in all solicitations or advertisements for employees placed by or on behalf of the selected firm; state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, disability, age, national origin, or ancestry.

The selected firm will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that such provisions shall apply to contracts or subcontracts for standard commercial supplies or raw materials.

The selected firm shall assure that it and all subcontractors will implement the certificate of compliance in connection with this Agreement.

If the selected firm shall fail, refuse, or neglect to comply with the terms of these contractual conditions, such failure shall be deemed a total breach of the contract and such Agreement may be terminated, canceled, or suspended, in whole or in part, and the selected firm may be declared ineligible for any further Unified Government contracts for a period of up to one year. Provided that if an Agreement is terminated, canceled, or suspended for failure to comply with this section, the selected firm shall have no claims for damages against the Unified Government on account of such termination, cancellation, or suspension or declaration of ineligibility.

The selected firm shall assure that it is in compliance with and shall maintain sufficient records to document that, under all aspects of this Agreement, it has acted in a manner which is in full compliance with all applicable sections of the Equal Employment Section of this Agreement, and the following, as applicable: Title VI of the Civil Rights Act of 1964 (as amended) (42 USCS '2000d et seq.); Title VII of the Civil Rights Act of 1964 (42 USCS '2000e et seq.); Title VIII of the Civil Rights Act of 1968 (42 USCS '3601 et seq.); the Americans with Disabilities Act of 1990, 42 U.S.C. '12101, and amendments thereto; the Kansas Act Against Discrimination, K.S.A. '44-1001 through 1004 (1992 Supp.) and amendments thereto; Chapter 11 of the Procurement Code and Regulations of the Unified Government of Wyandotte County/Kansas City, Kansas, and amendments thereto; and '18-86 and 87 of the 1988 Code of Ordinances of the Unified Government of Wyandotte County/Kansas City, Kansas, and amendments thereto. Such records shall at all times remain open to inspection by an individual designated by the Unified

Government for such purpose.

The selected firm and the Unified Government, in carrying out this Agreement, shall also comply with all other applicable existing federal, state, and local laws relative to equal opportunity and nondiscrimination, all of which are incorporated by reference and made a part of this Agreement.

The selected firm will be required to conform to Equal Employment Opportunity and Affirmative Action requirements prior to the execution of this Contract.

Termination for Default

If the selected firm refuses or fails to perform any of the provisions of this Agreement with such diligence as will ensure its completion within the time specified in this Agreement, or any extension thereof, or commits any other substantial breach of this Agreement, the Procurement Officer may notify the selected firm in writing of the delay or nonperformance and, if not cured in ten days or any longer time specified in writing by the Procurement Officer, such officer may terminate the selected firm's rights to proceed with the Agreement or such part of the Agreement as to which there has been delay or a failure to properly perform.

The Unified Government shall pay the selected firm the costs and expenses and reasonable profit for services performed by the selected firm prior to receipt of the notice of termination; however, the Unified Government may withhold from amounts due the selected firm such sums as the Procurement Officer deems to be necessary to protect the Unified Government against loss caused by the selected firm because of the default.

Except with respect to defaults of subcontractors, the selected firm shall not be in default by reason of any failure in performance of this Agreement in accordance with its terms if the selected firm has notified the Procurement Officer within 15 days of the cause of the delay and the failure arises out of causes such as acts of God, acts of the public enemy, act of the Unified Government and any other governmental entity in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, or other labor disputes. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, the selected firm shall not be deemed to be in default, unless the services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit the selected firm to meet the contract requirements. Upon request of the selected firm, the Procurement Officer shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, the selected firm's progress and performance would have met the terms of the Agreement, the time for completion of the Agreement shall be revised accordingly.

If, after notice of termination of the selected firm's right to proceed under the provisions of this clause, it is determined for any reason that the selected firm was not in default under the provisions of this clause, and both the Unified Government and the selected firm agree, the rights and obligations of the parties shall be the same as if the notice of termination had not been issued.

The following acts committed by the selected firm will constitute a substantial breach of the Agreement and may result in termination of the Agreement:

- If the selected firm is adjudged bankrupt or insolvent;
- If the selected firm makes a general assignment for the benefit of his creditors;
- If a trustee or receiver is appointed for the selected firm or any of his property;
- If the selected firm files a petition to take advantage of any debtor's act or to reorganize under bankruptcy or applicable laws;
- If the selected firm repeatedly fails to supply sufficient services;
- If the selected firm disregards the authority of the Procurement Officer;
- Acts other than those specified may constitute substantial breach of this Agreement.

Termination for Convenience

The Procurement Officer may, when the interests of the Unified Government so require, terminate this contract in whole or in part, for the convenience of the Unified Government. The Procurement Officer shall give written notice of the termination to the selected firm specifying the part of the contract terminated and when termination becomes effective.

The selected firm shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the selected firm will stop work to the extent specified.

The Procurement Officer shall pay the selected firm the following amounts:

All costs and expenses incurred by the selected firm for work accepted by the Unified Government prior to the selected firm 's receipt of the notice of termination, plus a reasonable profit for said work.

All costs and expenses incurred by the selected firm for work not yet accepted by the Unified Government but performed by the selected firm prior to receipt of the notice of termination, plus a reasonable profit for said work.

Anticipatory profit for work and services not performed by the selected firm shall not be allowed.

Disputes

All controversies between the Unified Government and the selected firm which arise under, or are by virtue of, this Agreement and which are not resolved by mutual agreement, shall be decided by the Procurement Officer in writing, within 30 days after a written request by the selected firm for a final decision concerning the controversy; provided, however, that if the Procurement Officer does not issue a written decision within 30 days after written request for a

final decision, or within such longer period as may be agreed upon by the parties, then the selected firm may proceed as if an adverse decision had been received.

The Procurement Officer shall immediately furnish a copy of the decision to the selected firm by certified mail, return receipt requested, or by any other method that provides evidence of receipt.

Any such decision shall be final and conclusive, unless fraudulent, or the selected firm brings an action seeking judicial review of the decision in the Wyandotte County District Court.

The selected firm shall comply with any decision of the Procurement Officer and proceed diligently with performance of this Agreement pending final resolution by the Wyandotte County District Court of any controversy arising under, or by virtue of, this Agreement, except where there has been a material breach of the Agreement by the Unified Government; provided, however, that in any event the selected firm shall proceed diligently with the performance of the Agreement where the Purchasing Director has made a written determination that continuation of work under the contract is essential to the public health and safety

Notwithstanding any language to the contrary, no interpretation shall be allowed to find the Unified Government has agreed to binding arbitration, or the payment of damages or penalties upon the occurrence of any contingency. Further, the Unified Government shall not agree to pay attorney fees and late payment charges.

Representations

The selected firm makes the following representations:

The price submitted is independently arrived at without collusion.

It has not knowingly influenced and promises that it will not knowingly influence a Unified Government employee or former Unified Government employee to breach any of the ethical standards set forth in Article 12 of the Procurement Regulations.

It has not violated, and is not violating, and promises that it will not violate the prohibition against gratuities and kickbacks set forth in Section 29-635 (Gratuities and Kickbacks) of the Procurement Code.

It has not retained and will not retain a person to solicit or secure a Unified Government contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business.

Ownership of Materials

All property rights, including publication rights, in all interim, draft, and final reports and other documentation, including machine-readable media, produced by the selected firm in connection with the work pursuant to this Agreement, shall be in the Unified Government.

Availability of Records and Audit

The selected firm agrees to maintain books, records, documents, and other evidence pertaining to the costs and expenses of the services provided under the Agreement (hereinafter collectively called "records") to the extent and in such detail as will properly reflect all net costs, direct and indirect, of labor, materials, equipment, supplies, and services, and other costs and expenses of whatever nature for which reimbursement is claimed under the provisions of this Agreement. The selected firm agrees to make available at the offices of the Unified Government at all times during the period set forth in the Request for Proposals any of the records for inspection, audit, or reproduction by any authorized representative of the Unified Government. Except for documentary evidence delivered to the offices of the Unified Government, the selected firm shall preserve and make available to persons designated by the Unified Government his records for a period of three years from the date of final payment under the Agreement or until all audit questions have been resolved, whichever period of time is longer.

Assignment

Neither the selected firm nor the Unified Government shall sell, transfer, assign, or otherwise dispose of any rights or obligations created by the Contract Documents or any portion thereof without the written consent of the other party.

No Limit of Liability

Nothing in this Agreement shall be construed to limit the selected firm's liability to the Unified Government as such liability may exist by or under operation of law.

Indemnification

The selected firm shall indemnify, defend, and hold the Unified Government of Wyandotte County/Kansas City, Kansas harmless from and against all claims, losses, damages, or costs arising from or in any way related to the selected firm's breach of the foregoing warranties. This indemnification shall not be subject to any limitations of remedies or warranties which are contained in this or any other agreement and shall survive termination of this or any other agreement between the parties hereto or thereto.

Attachment A

SIGNATURES

Notice of Need N34175

By submission of this response, the undersigned certifies that the respondent has the full authority to execute the services and to execute any resulting contract awarded as the result of, or on the basis of, the response.

I hereby certify that the attached response has been prepared in compliance with the specifications.

Business Name: _____

Authorized Representative: _____

Signature: _____

Title: _____

Address: _____

City: _____

State: _____

Zip: _____

Phone: _____

Fax: _____

E-Mail: _____