

Shelter Utility Assistance Request For Applications (RFA) #HOST-81-2024

Schedule of Events:

- RFP Issued –August 9th, 2024 at 10:00 AM MST
- Deadline to Submit Additional Questions –August 16th, at 5:00 PM MST
- Response to Written Questions/Addendum –August 19th at 5:00 PM MST
- Application Due Date- August 23rd, 2024, at 5:00 PM MST
- Evaluation Period –August 27th- August 30th, 2024 (Tentative)
- Anticipated Award Date – September 13th, 2024 (Tentative)

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I. Background and Vision

HOST General Background

1. BACKGROUND/VISION

The Department of Housing Stability (HOST) builds a healthy, housed, and connected Denver. HOST invests resources, creates policy, and partners with organizations to keep people in the homes they already live in, to quickly resolve an experience of homelessness, and to connect people to affordable housing opportunities.

2. FIVE-YEAR STRATEGIC PLAN & CITYWIDE GOALS

HOST's Five-Year Strategic Plan sets the direction for our work over the next five years, from 2022 to 2026. Additionally, Denver has adopted citywide goals, including a goal to bring 2000 people indoors from unsheltered homelessness by the end of 2024 and a goal to achieve a functional zero in unsheltered homelessness by December 31, 2026. We encourage Proposers to review the plan and the citywide goals, and to explicitly address how your application contributes to achieving our goals and targets.

Please see Five-Year Strategic Plan here:

[HOST 5-Year Strategic Plan](#)

Please see Citywide Goals here:

[2024 Citywide Goals](#)

3. RACIAL EQUITY

The Department of Housing Stability, in alignment with the Mayor's Office of Social Equity and Innovation, prioritizes racial equity and inclusiveness and seeks to reflect this value in our funding practices. Our commitment to producing racially equitable housing outcomes is paramount to HOST's overall mission of Denver residents being healthy, housed and connected.

HOST leadership and staff have completed a racial representation audit of our department as well as an internal organizational racial equity self-assessment (ORESAs). The Department of Housing Stability has created a brief write-up sharing the results of the internal ORESA survey. The write-up provides HOST's average scores on the ORESA survey disaggregated by race and level of employment. See results of survey here: [HOST ORESA Survey Results](<http://denvergov.org/files/assets/public/housing-stability/documents/rfp-files/host-internal-oresa-survey-results.pdf>)

HOST leadership fully acknowledges the department has more work to do in racial, cultural and linguistic representation and feel that work is best done by acknowledging where we currently stand. HOST is committed to working with the Mayor's Office of Social Equity and Innovation to meet our goals and the Mayor's

Equity Platform as we serve the community's most vulnerable and underrepresented residents.

RFA Background Vision and Purpose

HOST is looking for partners supporting day and overnight shelter spaces, who are responsible for their own utilities to receive grant funding from British Petroleum to pay for utility costs. These funds will ideally allow for movement and support of dollars to other shelter needs, and free up the ability to maintain or enhance shelter programming

Target Outcomes and Goals

Organization must be able to track or provide number of unduplicated clients served through 12 month program period.

II. Requirements

Service Requirements

1. Budget

Subsequent budget periods are subject to the availability of funds, program authority, satisfactory performance, and compliance with the terms and conditions of the award.

2. Minimum Qualifications

Providers must be responsible for utilities costs at HOST funded Emergency Shelter sites (i.e., congregate shelter, non-congregate shelter, day shelter, overnight shelter, 24/7 shelter). Per grant funding requirements, awarded agencies must agree to display at each approved facility, a plaque, sign, or banner indicating British Petroleum's financial contribution to and support of the facility through the grant. British Petroleum and HOST will work in good faith with each facility regarding the size, messaging, and location for said plaque, sign, or banner.

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Technical Requirements

3. Diversity and Inclusiveness – Executive Order #101

Diversity and Inclusiveness in City Solicitations Information Request Form

The Respondent is required to complete the Diversity and Inclusiveness Form (link below) and must be submitted electronically. The information provided on this form will provide an opportunity for Respondents to describe their own diversity and inclusiveness practices. Respondents are not expected to conduct

intrusive examinations of their employees, managers, or business partners in order to describe diversity and inclusiveness measures. Rather, the City simply seeks a description of the Respondent's current practices, if any. Using the link below, please state whether you have a diversity and inclusiveness program for employment and retention, procurement and supply chain activities, or customer service, and provide the additional information requested on the form. Respondents that do not complete this form prior to the RFP submission will be rejected.

Link to the Diversity and Inclusiveness Form:

<https://us.openforms.com/Form/57f3a8ea-39b7-4115-be17-1770f38d3cf6>

Diversity and Inclusiveness information provided to the City will be collated, analyzed, and made available in reports consistent with City Executive Order Number 101 ("XO 101"). However, no personally identifiable information provided by or obtained from Respondents will be in such reports.

Diversity: Diversity refers to the extent to which a Respondent has people from diverse backgrounds or communities working in its organization at all levels, is committed to providing equal access to business opportunities and achieving diversity in procurement decisions for supplies, equipment, and services, or promotes training and technical assistance to diverse businesses and communities such as mentoring and outreach programs and business engagement opportunities.

Inclusiveness: Inclusiveness, for purposes of XO 101, includes the extent to which a Respondent invites values, perspectives, and contributions of people from diverse backgrounds and integrates diversity into its hiring and retention policies, training opportunities, and business development methods to provide an equal opportunity for each person to participate, contribute and succeed within the organization's workplace. Inclusiveness also includes the extent to which businesses have an equal opportunity to compete for new business opportunities and establish new business relationships in the private and public sectors.

4. Certificate of Insurance (COI)

Certificates of Insurance evidencing the following coverage are required of all City Contractors:

- Workers' Compensation/Employer's Liability Insurance: Contractor shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits of
- \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims.

- Contractor expressly represents to the City, as a material representation upon which the City is relying in entering into this Agreement, that none of the Contractor's officers or employees who may be eligible under any statute or law to reject Workers' Compensation Insurance shall effect such rejection during any part of the term of this Agreement, and that any such rejections previously effected, have been revoked as of the date Contractor executes this Agreement.
- If the contractor is a sole proprietor, a waiver may be filed with the City for Workers' Compensation requirements.
- If the sole proprietor is an LLC or Corporation, an additional State waiver is required. Please review the waiver and all instructions here: (<https://cdle.colorado.gov/dwc>)
- However, sole proprietors who are not LLCs or Corporations need only complete a form for the City to waive Workers' Compensation requirements. This form will be provided to all selected contractors that are sole proprietors during contract negotiations.
- Commercial General Liability: Contractor shall maintain a Commercial General Liability insurance policy with limits of \$1,000,000 for each occurrence, \$1,000,000 for each personal and advertising injury claim, \$2,000,000 products and completed operations aggregate, and \$2,000,000 policy aggregate.
- Sexual Abuse and Molestation Exclusion (SAME) language: Any contractor working with youth and/or a vulnerable population will require SAME coverage as a part of the contractor's commercial general liability coverage.
- Business Automobile Liability: Contractor shall maintain Business Automobile Liability with limits of \$1,000,000 combined single limit applicable to all owned, hired and non-owned vehicles used in performing services under this Agreement. i. If the contractor is a sole proprietor, the contractor may elect to use his or her personal automobile liability coverage instead of obtaining a business-specific policy.
- Cyber Security Insurance: Contractor shall maintain Cyber Liability coverage with limits of \$1,000,000 per occurrence and \$1,000,000 policy aggregate covering claims involving privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration

of electronic information, extortion and network security.

- Upon discretion of the City, additional coverage or changes to the above coverage language may be required upon award if needed.

Note: Certificate of Insurance (C.O.I.) example is provided below. It is not necessary to submit C.O.I. with application. However, prior to finalizing a contract this will be required.

SAMPLE CERTIFICATE OF INSURANCE

http://www.denvergov.org/files/assets/public/housing-stability/documents/rfp-files/exhibit-1_certificate-of-insurance-sample.pdf

5. Proof of Registration with SOS

All contractors must be registered with the Colorado Secretary of State and have an active Certificate of Good Standing prior to submitting an application. See (<https://www.sos.state.co.us/>) for more information.

6. Accounting and Audits

Organizations applying must provide the most recent audited or pro-forma financial statements. Organizations that DID expend \$750K or more in U.S. federal funds are required to provide a Single Audit Report.

Organizations awarded funds will be required to provide accounting system and audit-related information based upon the amount of the HOST grant.

7. Sample Contract

All contractors receiving an award of funds will be required to execute a contract with the City. A sample contract is available below and as an attachment in Submittable, which proposers can download and review.

All Proposers are strongly advised to seek legal counsel to review the agreement. The City reserves the right to accept or reject in its sole discretion any proposed modifications to the sample contract. The City reserves the right to modify any term or condition of the draft Agreement, and to add, delete or modify terms and conditions as deemed necessary, prior to execution of a final agreement.

Proposers will be presumed to have submitted their applications based upon all the information set forth in the contract and in a manner fully cognizant of the requirements of the contract. The City reserves the right to contemporaneously negotiate the final terms of the proposed contract with theselected contractors. If the City is unable to reach an agreement as to final contract terms with any

selected contractor, the City expressly reserves the right to terminate negotiations and enter into contract negotiations with one or more of the other Proposers. As the best interests of the City may appear in the City's sole judgment, the City reserves the right to reject any or all applications at anytime during this selection process or terminate, cancel or modify this selection process.

[Please View Sample Contract by Clicking on the Link:](#)

8. Conditions and Provisions

This application must be signed by a duly authorized official of the proposing company. The completed and signed application (together with all required attachments) must be returned to the Department of Housing Stability on or before the time and date of the deadline shown on page one.

*This application MUST be submitted electronically through Submittable at <https://denver-host.submittable.com/submit>

All participating Proposers, by their acknowledgement hereunder, shall agree to comply with all the conditions, requirements and instructions of this RFP as stated or implied herein. Any alteration, erasure or interlineation by the Proposer in this application shall constitute cause for rejection by the Executive Director of HOST. Exceptions or deviations to this application must not be added to the application pages but must be on Proposer's letterhead and accompany application. Should the City omit anything from this RFP which is necessary to a clear understanding of the work, or should it appear that various instructions are in conflict, then the Proposer shall secure written instructions from HOST at least forty-eight (48) hours prior to the time and date shown in page one.

Typographical errors in entering quotations on your application may result in loss of award of this application. All Proposers are required to complete all information requested in this application. Failure to do so may result in the disqualification of application. The City reserves the right to postpone or cancel this RFP, or reject all applications, if in its judgment it deems it to be in the best interest of the City to do so. The Executive Director of HOST reserves the right to waive any technical or formal errors or omissions and to reject any and all application(s), or to award contract for the items hereon, either in part or whole, if the Executive Director deems it to be in the best interests of the City to do so.

The successful Proposer shall be in complete compliance with all the specifications, terms and conditions of this application as outlined above. The City shall have the right to inspect the facilities and equipment of the successful Proposer to ensure such compliance. The City shall not be liable for any costs incurred by Proposer in the preparation of applications or for any work performed in connection therein.

9. Gratuities and Kickbacks

It is a breach of ethical standards for any person to offer, give, or agree to give any employee or former employee (within six months of termination from City employment), or for any employee or former employee (within six months of termination from City employment) to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding of application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or application therefore.

It is a breach of ethical standards for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime proposer or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order. In the event that any gratuities or kickbacks are offered or tendered to any City and County of Denver employee, the application shall be disqualified and shall not be reinstated.

Evaluation and Awards

Applications will be scored and ranked based upon the information contained in the application itself and uploaded attachments. The criteria to be used for the application evaluation include but are not limited to:

- Agency capacity & experience
- Response to the City's proposed questions
- Technical review of application requirements
- Program Budget Plan
- Response to the City's proposed Sample Contract provisions in Contract Certification
- Other Requirements (as applicable)

*No weighting or relative importance of criteria is intended or implied by this list.

The City may request oral presentations as part of the evaluation process. Additionally, the City reserves the right to conduct negotiations with one or more Proposers.

Before an application is awarded, a Proposer may be invited to a meeting with HOST staff to discuss the proposed program or service, to review compliance required under applicable regulations and to determine the eligibility of proposed

costs. The City may choose to award multiple awards or to reject all applications. An invitation to a meeting does not constitute an award of the service contract.

Any award as a result of this application shall be contingent upon the execution of an appropriate contract. The sample contract contains our proposed terms and conditions. These terms and conditions shall form the basis of a Contract covering the subject matter of this application. If there is contention(s) with the terms and conditions, a brief explanation and alternative language, if any, should be included in your response to Section IV E. 3 Contract Certification. Any exceptions to the Terms and Conditions will be taken into consideration when evaluating applications submitted. The City reserves the right to reject any or all your proposed modifications. Performance outcomes of prior contracts with HOST may be considered in the overall rating of applications submitted by Proposers who currently have, or have previously had, contracts with HOST. Application evaluation and awards are also contingent upon Proposers being current to the City on any loan, contractual, or tax obligation as due, or with any rule, regulation, or provision on existing or past City contracts.

Decisions and Acceptance Period

Based upon the information provided by the Proposers, an evaluation team will evaluate applications. The evaluations will be ranked, and recommendations for funding will be forwarded to HOST Senior Management. Funding is limited. Applications that meet all the RFP's general guidelines and requirements may not necessarily receive an award. HOST may recommend funding a program or service for the full amount requested, less than the full amount, not at all, or multiple programs from different Proposers. The City reserves the right to postpone or cancel this request, if it deems it to be in the best interests of the City to do so. The City reserves the right to waive any technical or formal errors or omissions, and to reject any and all applications, or to award contracts, either in part or in whole, if deemed to be in the best interests of the City.

Subsequent budget periods are subject to the availability of funds, program authority, satisfactory performance, and compliance with the terms and conditions of the award.

Successful Proposers shall be in complete compliance with all the specifications, terms, and conditions of the application. The City shall not be liable for any costs incurred in the preparation of applications or for any work performed in connection therein. Successful Proposers may be invited to enter into contract negotiations and development of a final scope of services and budget. Contract negotiations may involve additional requirements, such as environmental reviews. **Applications submitted under this solicitation remain valid for up to 365 days after the close date, in the event that new sites, funding and resources become available for the same Statement of Work. Applications received through this RFP process could be utilized and awards may be made at the discretion of the City.**

CORA

The City shall conform to the provisions of the Colorado Open Records Act (CORA) (C.R.S. 24-72-200.1 to 24-72-205.5). All applications become a matter of public record and shall be regarded as Public Records. Inspection of the applications shall be allowed ONLY after an award has been made and in compliance with CORA requirements. CORA provides that the City shall deny the right of inspection of public records that contain trade secrets, privileged information, and confidential commercial, financial, geological, or geophysical data. Offerors must designate specific elements in each application that the offeror believes are within this CORA exception. If such items are request under CORA, the City will use reasonable efforts to notify the offeror, and it will be the responsibility of the offeror to seek a court order protecting the records and to defend, indemnify, and hold harmless the City from any claim or action related to the City's non-disclosure of such information.

III. Instructions

Questions and Answers

The City shall not be bound by and the Proposer shall not request or rely on any oral interpretation or clarification of this RFP. Therefore, any questions regarding this RFP are encouraged and should be submitted in writing by email to:

[E-Mail:HOSTProcurements@denvergov.org](mailto:HOSTProcurements@denvergov.org)

IV. Questions received up to deadline to submit question in the Schedule of Events will be answered in writing per the Schedule of Events. Answers to questions from any Proposer will be provided to all Proposers. All communications regarding this application shall only be through the email listed above. No communication is to be directed to any other City personnel.

Submittable Instructions

Submission of applications for this solicitation may only be done electronically through Submittable. Applications must be submitted at: <https://denver-host.submittable.com/submit> no later than the date and time indicated in the application Schedule of Events.

Proposers who feel they are unable to prepare and submit an electronic submittal should submit a request in writing to **HOSTProcurements@denvergov.org**, no later than the Question due date, for permission and instructions for submitting a hardcopy application. Your application shall consist of the following section IV responses and required uploads to be completed below.

V. Application

Proposer Information

Business Name *

Business Address *

City *

State *

Zip *

Is the order address different from above?

*Yes No

Remittance Name *

Remittance Address *

City *

State *

Zip *

Tax ID # (TIN or SSN) *

Telephone Number (Ex: xxx-xxx-xxxx) *

Fax Number

Email *

Ordering Email (If different from above)

Proposer Entity Type (check one) *

SAM Unique Identifier *

SIC Code and/or NAICS Code *

Disadvantaged Business Enterprise (DBE)? *

Organizational Overview – Experience and Capacity

1. Has your organization previously received British Petroleum grant utility funds in the last five years?
2. Is your agency responsible for the payment of utilities? (The answer must be yes in order to be eligible for these grant funds.)

Program Overview & Reporting Requirements

1. **Overview of Services to be Provided**
 - a) What is the amount you are requesting in your application?
 - b) How many households or individuals do you intend to serve annually in the shelter sites that would be covered by this funding? (For example, if you have 5 shelter sites and have two shelter sites where your agency is responsible for utilities then please list the total number of households served annually at the two shelter sites.)
 - c) If awarded funding to cover utilities, please describe ways in which you see this freeing up funds to provide other services or cover other costs in your agency?
2. **Technology, Data & Reporting Data & Reporting**
 - a) Please confirm your agency is able to submit invoices using the HOST Contractor Payment Request portal. (Y/N)
3. **Fiscal Accountability**
 - a) Please confirm that your agency understands invoices against this contract are due the 15th following the month of expenditure. (Y/N)
 - b) Please provide one year (12 months) of utility statements (electricity/gas) from Xcel as evidence of the agency's need for utility costs.

Other Required Uploads

4. Diversity and Inclusiveness

Diversity & Inclusiveness Form: <https://us.openforms.com/Form/57f3a8ea-39b7-4115-be17-1770f38d3cf6> Optional to upload here, if not submitting electronically.

Upload XO 101 Diversity & Inclusiveness Form (if not submitting electronically)

5. Audit/Financial Statements

Provide the most recent audited or pro-forma financial statements or provide your most recent annual and single audit if you expended more than \$750,000 in Federal awards.

6. Secretary of State Good Standing Certification

Please upload Certificate of Good Standing here:

7. Contract Certification

Notice

Any proposed modifications to the language of the city's sample agreement must be contained in the paragraphs below or on a redlined version of the sample agreement. Any proposer modification that does not include specific language changes may be considered non-responsive by the city and proposer waives any rights to negotiate the sample agreement language at a later time.

The following terms of the agreement are non-negotiable:

- Governing Law and Venue
- Defense and Indemnification
- Discrimination in Employment
- Examination of Records

The following terms of the agreement are only negotiated in exceptional circumstances:

- Payment
- Termination for Convenience

Click on the following link to view the [Sample Agreement](#)

Agreement

I, on behalf of the proposer identified below, hereby certify that I have read a copy of the sample contract attached to the RFP.

I agree*

I further hereby certify that it is the proposer's intent to agree to, and comply with each and every term and provision contained in the sample contract and propose no modifications to the sample contract except as follows:

1. Modifications to the sample contract:

2. Modifications to the sample contract:

3. Modifications to the sample contract:

I understand that the language modification(s) stated above, if any, are offered for discussion purposes only and that the City and County of Denver reserves the right to accept, reject or further negotiate any and all proposed modification to the sample contract. Proposer expressly agrees to all sample contract language where no modifications are proposed.

I agree Company Name *

Name *

Title *

Date *

8. Anti-Discrimination Certification

- i. Does your organization have an anti-discrimination employment policy?

Yes

No

If your organization has a written anti-discrimination employment policy, please upload a copy of the policy here

Choose File

- ii. Does your organization have an anti-discrimination policy regarding how services are performed and carried out?

Yes

No

If your organization has a written anti-discrimination employment policy, please upload a copy of the policy here

Choose File

Optional Uploads

9. Community Support & Additional Materials

Optional Uploads: Please upload all letters, notes, marketing materials, etc. as one document for each of their respective sections.

Upload Community Support Letters

Choose File

Upload Additional Community Support Letters (If Desired)

Choose File

Upload Additional Community Support Letters (If Desired)

Choose File

Upload Additional Materials (If Desired)

Choose File

Upload Additional Proposer notes and comments

Select a file

Upload Program Brochures, marketing materials etc

Select a file

Upload Any additional information in support of your application

Select a file