
AGREEMENT FOR PROFESSIONAL SERVICES

This **AGREEMENT**, entered into this 29th day of ~~December~~ ^{January} 2015, by and between LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, an urban county government of the Commonwealth of Kentucky, created pursuant to KRS Chapter 67A (hereinafter "LFUCG") and **UNIVERSITY OF KENTUCKY RESEARCH FOUNDATION**, 109 Kinkead Hall, Lexington, Kentucky 40506, (hereinafter the "Evaluator").

RECITALS

WHEREAS, LFUCG desired to implement a program to serve those within the community experience chronic homelessness;

WHEREAS, LFUCG solicited Requests for Proposals from organizations and through this process the Hope Center was selected to provide this service through the Housing First Pilot Project;

WHEREAS, LFUCG is interested in obtaining an independent and comprehensive evaluation of the Housing First Pilot Project operated by the Hope Center;

WHEREAS, LFUCG solicited Requests for Proposals to collect and analyze data and generate annual reports of the Housing First Pilot Project through RFP 60-2014 Third-Party Evaluation of Housing First Program;

WHEREAS, the Evaluator submitted a proposal and LFUCG believed the Evaluator is staffed with personnel knowledgeable and experienced in the evaluation of human services projects and deemed the Evaluator to be the best and most responsive proposal to provide Third-Party Evaluation of the Housing First Pilot Project.

WITNESSETH

NOW, THEREFORE, in consideration of the foregoing and mutually agreed upon promises, conditions, and covenants herein expressed, LFUCG and the Evaluator agree as follows:

1. **Retention**. LFUCG hereby agrees to retain the Evaluator for the period beginning December 1, 2014, and continuing for a period of twelve (12) months. This Agreement shall automatically renew on an annual basis for up to two (2) additional terms of one (1) year each unless either party provides the other with at least sixty (60) days advanced written notice.

2. **Documents**. This Agreement shall include the following additional documents, which are attached hereto as Exhibits and incorporated herein by reference as if fully stated:

(a) Exhibit "A" – RFP #60-2014, consisting of 42 pages;

(b) Exhibit "B" – The Evaluator's Formal Proposal to RFP #60-2014, consisting of 29 pages.

In the event of a conflict between and among the provisions of these documents the provisions of this Agreement shall prevail, followed by the provisions of RFP #60-2014 (Exhibit A), and the Evaluator's Formal Proposal (Exhibit B).

3. **Scope of Services**. The Evaluator shall do, perform and carry out in a professional manner the independent evaluation of the Housing First Pilot Project. The Scope of Services being more particularly described in pages 36-37 of Exhibit A.

4. **Time of Performance**. The services performed hereunder by the Evaluator shall be undertaken and completed in such sequence so as to ensure their

expeditious completion and best carry out the purposes of the Agreement. Projects will commence within ten (10) days of notification to proceed and will be completed within a time period agreed to by the Evaluator and the Client, and no later than December 31, 2017.

5. **Compensation.** Total cost of the proposed services shall not exceed **Forty Thousand Eight Hundred and Forty Two dollars and Fifty Seven Cents (\$40,842.57)** in year 1; **Forty-One Thousand, Five Hundred Eighty Five dollars and Eighteen Cents (\$41,585.18)** in year 2; and **Forty-Two Thousand Three Hundred Forty Two dollars and Fifty Seven cents (\$42,342.57)** in year 3; for a total not to exceed **One Hundred Twenty Four Thousand Seven Hundred Seventy dollars and Thirty-Two cents (\$124,770.32)**, as outlined in the budget on page 13 of Exhibit B incorporated herein. Compensation paid pursuant to this Agreement shall be used exclusively for services set forth in said Exhibits and for no other purposes. The fees to be provided do not include services provided by the Evaluator following submission of its final report. No tasks shall be undertaken without prior notification. The second and third year of funding will be based on Lexington-Fayette Urban County Council budget appropriation and approval.

6. **Method of Payment.** Monthly amounts will be invoiced as the work proceeds. Ten percent (10%) of the total contract amount shall be held back - payable upon successful completion of the project. Additional payments shall be due and payable within 30 days of submission in accordance with monthly invoices based upon work performed toward delivery of final reports and products as described herein.

7. **Termination.** Either party may terminate this Agreement at any time if:

(a) The other party materially breaches the terms of this Agreement; provided that the non-breaching party shall have given the breaching party written notice of such breach and the breaching party shall have failed to cure the same within thirty (30) days after receipt of such notice;

(b) There is a loss or departure of key personnel that would jeopardize both the quality and time of performance or would make performance impractical with respect to budget contemplated for this Agreement and a mutually acceptable replacement cannot be found; or

(c) Performance of any part of this Agreement by a party is prevented or delayed by reason of Force Majeure and cannot be overcome by reasonable diligence to satisfaction of either party; or

(d) The other party ceases, discontinues, or indefinitely suspends its business activities related to the services to be provided under this Agreement, or the other party voluntarily or involuntarily files bankruptcy.

(e) **At Will Termination**. Notwithstanding the above, LFUCG may terminate this agreement at any time and for any reason by providing the Evaluator with at least thirty (30) days advance written notice of termination. In the event of termination of this Agreement by LFUCG, the Evaluator shall be entitled to that portion of total compensation due under this Agreement for those services rendered in a manner acceptable to LFUCG.

8. **Changes**. LFUCG may, from time to time, require changes in the Scope of Services of the Evaluator to be performed hereunder. Such changes, which are mutually agreed upon by and between LFUCG and the Evaluator, shall be

incorporated in a written Amendment to this Agreement.

8. **Services and Materials to be Furnished by LFUCG.** LFUCG and its third party provider operating the Housing First Pilot Project shall furnish the Evaluator with all available and necessary information pertinent to the execution of this Agreement. LFUCG shall cooperate with the Evaluator in scheduling and carrying out the work herein.

9. **Term of Agreement.** The term of this Agreement shall be in effect through December 31, 2017. LFUCG reserves the right to expand the scope of work through an extension of the contract for a mutually agreed amount.

10. **Indemnification and Insurance.** LFUCG acknowledges that pursuant to KRS 44.073(1), the Evaluator is deemed an agency of the Commonwealth of Kentucky and as such is not able to fully comply with the Risk Management provisions included in Exhibit A, which is attached and incorporated herein by reference, accordingly the Evaluator agrees to be responsible for claims arising as a result of its actions under this Agreement, but only in the manner and to the extent expressly permitted by KRS 44.072 – 44.160 and KRS 45A.235 – 45A.245.

11. **Copyright, Trade Secrets and Security.** LFUCG acknowledges that certain report formats to be provided by the Evaluator are copyrighted. However, each file and all papers pertaining to any activities performed for or on behalf of LFUCG are subject to Open Record Laws and may be made available for inspection by any person even if the file or paper resides in the Evaluator's office or facility. LFUCG shall agree, to the extent permitted by law, to protect any information deemed a trade secret as that term is used within applicable statutes.

12. **Information and Reports.** The Evaluator shall, at such time and in such form as the LFUCG may require, furnish such periodic reports concerning the status of the project as may be requested by LFUCG. The Evaluator shall furnish to LFUCG, upon request, with copies of all documents and other materials prepared or developed in relation with or as a part of the project.

13. **Records and Inspections.** The Evaluator shall maintain full and accurate records with respect to all matters covered under this Agreement. LFUCG shall have free access at all proper times to such records and the right to examine and audit the same and to make transcripts there from, and to inspect all program data, documents, proceedings and activities.

14. **Accomplishment of Project.** The Evaluator shall commence, carry on, and complete requested projects with all practicable dispatch, in a sound economical and efficient manner, in accordance with the provisions thereof and all applicable laws. In accomplishing requested projects, the Evaluator shall take such steps as are appropriate to ensure that the work involved is properly coordinated with related work being carried on within the applicable work area.

15. **Matters to be Disregarded.** The titles of the several sections, subsections, and paragraphs set forth in this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this Agreement.

16. **Completeness of Contract.** This Agreement and the documents, incorporated herein, contain the entire Agreement between the parties, and no statement, promises, or inducements by either party or agent of either party that is not

contained in this written Agreement shall be valid and binding; and this Agreement may not be enlarged modified, or altered except in writing signed by parties and endorsed hereon.

17. **LFUCG not Obligated to Third Parties.** This Agreement is intended for the sole benefit of the parties hereto and no rights under this Agreement shall be bestowed upon any third party or parties or construed to bestow such a right to any third party or parties.

18. **When Rights and Remedies Not Waived.** In no event shall payment made by LFUCG to the to the Evaluator constitute or be construed as a waiver by the LFUCG of any breach of covenant, of any default which may then exist, on the part of the Evaluator, and the making of any such payment by LFUCG while any such breach or default exists shall in no wise impair or prejudice any right or remedy available to LFUCG in respect to such breach or default.

19. **Personnel.** The Evaluator represents that it has, or will secure at its own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with LFUCG. All of the personnel engaged in the work shall be fully qualified to perform such services.

20. **Evaluator Certification.** The Evaluator certifies that the Evaluator has not been convicted of bribery or attempting to bribe any officer or employee of LFUCG nor has the Evaluator made an admission of guilt of such conduct which is a matter of record.

21. **Notices.** Any written notices, bills, invoices, or reports required by this Agreement shall be sufficient if sent by the parties hereto in the United States Mail, postage paid, to the addresses noted below:

For the Evaluator:

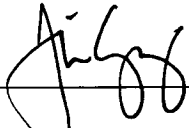
Deborah K. Davis, Associate Director
University of Kentucky Research Foundation
109 Kinkead Hall
Lexington, Kentucky 40506-0057

For LFUCG:

Lexington-Fayette Urban County Government
200 East Main Street
Lexington, Kentucky 40507
ATTN: Charlie Lanter, Director
Office of Homelessness Prevention & Intervention

IN WITNESS WHEREOF, LFUCG and the Evaluator have executed this Agreement at Lexington, Kentucky as of the day and year first written above.

LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT

By:  _____
JIM GRAY, MAYOR

UNIVERSITY OF KENTUCKY
RESEARCH FOUNDATION

By:  12-10-14 _____

PRINT NAME: Deborah K. Davis

TITLE: Sponsored Programs Administration



Lexington-Fayette Urban County Government

Request for Proposal

The Lexington-Fayette Urban County Government hereby requests proposals for **RFP #60-2014 Third Party Evaluation of Housing First Program** to be provided in accordance with terms, conditions and specifications established herein.

Sealed proposals will be received in the Division of Central Purchasing, Room 338, Government Center, 200 East Main Street, Lexington, KY, 40507, until **2:00 PM**, prevailing local time, on **November 5, 2014**.

Proposals received after the date and time set for opening proposals will not be considered for award of a contract and will be returned unopened to the Proposer. It is the sole responsibility of the Proposer to assure that his/her proposal is received by the Division of Central Purchasing before the date and time set for opening proposals.

Proposals must be sealed in an envelope and the envelope prominently marked:

RFP #60-2014 Third Party Evaluation of Housing First Program

If mailed, the envelope must be addressed to:

Todd Slatin - Purchasing Director
Lexington-Fayette Urban County Government
Room 338, Government Center
200 East Main Street
Lexington, KY 40507

Additional copies of this Request For Proposals are available from the Division of Central Purchasing, Room 338 Government Center, 200 East Main Street, Lexington, KY 40507, (859)-258-3320, at no charge.

Proposals, once submitted, may not be withdrawn for a period of sixty (60) calendar days.

The Proposer must submit one (1) master (hardcopy), (2) electronic versions in .PDF, .DOC or .XLS format on a flashdrive or CD and seven (7) duplicates (hardcopies) of their proposal for evaluation purposes.

The Lexington-Fayette Urban County Government reserves the right to reject any or all proposals, and to waive technicalities and informalities when such waiver is determined by the Lexington-Fayette Urban County Government to be in its best interest.

Signature of this proposal by the Proposer constitutes acceptance by the Proposer of terms, conditions and requirements set forth herein.

Minor exceptions may not eliminate the proposal. Any exceptions to the specifications established herein shall be listed in detail on a separate sheet and attached hereto. The Lexington-Fayette Urban County Government shall determine whether any exception is minor.

The Lexington-Fayette Urban County Government encourages the participation of minority- and women-owned businesses in Lexington-Fayette Urban County Government contracts. This proposal is subject to Affirmative Action requirements attached hereto.

Please do not contact any LFUCG staff member or any other person involved in the selection process other than the designated contact person(s) regarding the project contemplated under this RFP while this RFP is open and a selection has not been finalized. Any attempt to do so may result in disqualification of the firm's submittal for consideration.

Laws and Regulations

All applicable state laws, municipal ordinances and regulations of all authorities having jurisdiction over the project shall apply to the contract, and shall be deemed to be incorporated herein by reference.

Equal Employment Opportunity

The Entity (regardless of whether construction contractor, non-construction contractor or supplier) agrees to provide equal opportunity in employment for all qualified persons, to prohibit discrimination in employment because of race, color, creed, national origin, sex or age, and to promote equal employment through a positive, continuing program from itself and each of its subcontracting agents. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.

Kentucky Equal Employment Opportunity Act

The Kentucky Equal Employment Opportunity Act of 1978 (KRS 45.560-45.640) requires that any "county, city, town, school district, water district, hospital district, or other political subdivision of the state shall include in directly or indirectly publicly funded contracts for supplies, materials, services, or equipment hereinafter entered into the following provisions:

"During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, or national origin;
- (2) The contractor will state in all solicitations or advertisements for employees placed by or on behalf of the contractors that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, or national origin;
- (3) The contractor will post notices in conspicuous places, available to employees and applicants for employment, setting forth the provision of the nondiscrimination clauses required by this section; and
- (4) The contractor will send a notice to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding advising the labor union or workers' representative of the contractor's commitments under the nondiscrimination clauses."

The Act further provides:

"KRS 45.610. Hiring minorities -- Information required

- (1) For the length of the contract, each contractor shall hire minorities from other sources within the drawing area, should the union with which he has collective bargaining agreements be unwilling to supply sufficient minorities to satisfy the agreed upon goals and timetables.
- (2) Each contractor shall, for the length of the contract, furnish such information as required by KRS 45.560 to KRS 45.640 and by such rules, regulations and orders issued pursuant thereto and will permit access to all books and records pertaining to his employment practices and work sites by the contracting agency and the department for purposes of investigation to ascertain

compliance with KRS 45.560 to 45.640 and such rules, regulations and orders issued pursuant thereto.

KRS 45.620. Action against contractor -- Hiring of minority contractor or subcontractor

(1) If any contractor is found by the department to have engaged in an unlawful practice under this chapter during the course of performing under a contract or subcontract covered under KRS 45.560 to 45.640, the department shall so certify to the contracting agency and such certification shall be binding upon the contracting agency unless it is reversed in the course of judicial review.

(2) If the contractor is found to have committed an unlawful practice under KRS 45.560 to 45.640, the contracting agency may cancel or terminate the contract, conditioned upon a program for future compliance approved by the contracting agency and the department. The contracting agency may declare such a contractor ineligible to bid on further contracts with that agency until such time as the contractor complies in full with the requirements of KRS 45.560 to 45.640.

(3) The equal employment provisions of KRS 45.560 to 45.640 may be met in part by a contractor by subcontracting to a minority contractor or subcontractor. For the provisions of KRS 45.560 to 45.640, a minority contractor or subcontractor shall mean a business that is owned and controlled by one or more persons disadvantaged by racial or ethnic circumstances.

KRS 45.630 Termination of existing employee not required, when

Any provision of KRS 45.560 to 45.640 notwithstanding, no contractor shall be required to terminate an existing employee upon proof that employee was employed prior to the date of the contract.

KRS 45.640 Minimum skills

Nothing in KRS 45.560 to 45.640 shall require a contractor to hire anyone who fails to demonstrate the minimum skills required to perform a particular job."

It is recommended that all of the provisions above quoted be included as special conditions in each contract. In the case of a contract exceeding \$250,000, the contractor is required to furnish evidence that his workforce in Kentucky is representative of the available work-force in the area from which he draws employees, or

to supply an Affirmative Action plan which will achieve such representation during the life of the contract.

LFUCG Non-Appropriation Clause

Contractor acknowledges that the LFUCG is a governmental entity, and the contract validity is based upon the availability of public funding under the authority of its statutory mandate.

In the event that public funds are unavailable and not appropriated for the performance of the LFUCG's obligations under this contract, then this contract shall automatically expire without penalty to the LFUCG thirty (30) days after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the LFUCG shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this contract, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its governmental operations.

In the event of a change in the LFUCG's statutory authority, mandate and mandated functions, by state and federal legislative or regulatory action, which adversely affects the LFUCG's authority to continue its obligations under this contract, then this contract shall automatically terminate without penalty to the LFUCG upon written notice to Contractor of such limitation or change in the LFUCG's legal authority.

Contention Process

Vendors who respond to this invitation have the right to file a notice of contention associated with the RFP process or to file a notice of appeal of the recommendation made by the Director of Central Purchasing resulting from this invitation.

Notice of contention with the RFP process must be filed within 3 business days of the bid/proposal opening by (1) sending a written notice, including sufficient documentation to support contention, to the Director of the Division of Central Purchasing or (2) submitting a written request for a meeting with the Director of Central Purchasing to explain his/her contention with the RFP process. After consulting with the Commissioner of Finance the Chief Administrative Officer and reviewing the documentation and/or hearing the vendor, the Director of Central Purchasing shall promptly respond in writing findings as to the compliance with RFP processes. If, based on this review, a RFP process irregularity is deemed to have occurred the Director of Central Purchasing will consult with the Commissioner of Finance, the Chief Administrative Officer and the Department of Law as to the appropriate remedy.

Notice of appeal of a RFP recommendation must be filed within 3 business days of the RFP recommendation by (1) sending a written notice, including sufficient documentation to support appeal, to the Director, Division of Central Purchasing or (2) submitting a written request for a meeting with the Director of Central Purchasing to explain his appeal. After reviewing the documentation and/or hearing the vendor and consulting

with the Commissioner of Finance and the Chief Administrative Officer, the Director of Central Purchasing shall in writing, affirm or withdraw the recommendation.

SELECTION CRITERIA:

1. Research Design – 30 points
2. Experience – 30 points
3. Deliverables – 10 points
4. Budget/Budget Narrative – 20 points

See additional detail on selection criteria in scope below

Proposals shall contain the appropriate information necessary to evaluate based on these criteria. A committee composed of government employees as well as representatives of relevant user groups will evaluate the proposals.

Questions shall be addressed to:

Todd Slatin, Director
Division of Central Purchasing
tslatin@lexingtonky.gov

Affirmative Action Plan

All vendors must submit as a part of the proposal package the following items to the Urban County Government:

1. Affirmative Action Plan for his/her firm;
2. Current Work Force Analysis Form;

Failure to submit these items as required may result in disqualification of the submitter from award of the contract. All submissions should be directed to:

Director, Division of Central Purchasing
Lexington-Fayette Urban County Government
200 East Main Street, 3rd Floor
Lexington, Kentucky 40507

All questions regarding this proposal must be directed to the Division of Central Purchasing, (859)-258-3320.

AFFIDAVIT

Comes the Affiant, _____, and after being first duly sworn, states under penalty of perjury as follows:

1. His/her name is _____ and he/she is the individual submitting the proposal or is the authorized representative of _____, the entity submitting the proposal (hereinafter referred to as "Proposer").

2. Proposer will pay all taxes and fees, which are owed to the Lexington-Fayette Urban County Government at the time the proposal is submitted, prior to award of the contract and will maintain a "current" status in regard to those taxes and fees during the life of the contract.

3. Proposer will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the contract.

4. Proposer has authorized the Division of Central Purchasing to verify the above-mentioned information with the Division of Revenue and to disclose to the Urban County Council that taxes and/or fees are delinquent or that a business license has not been obtained.

5. Proposer has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky within the past five (5) years and the award of a contract to the Proposer will not violate any provision of the campaign finance laws of the Commonwealth.

6. Proposer has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as "Ethics Act."

Continued on next page

7. Proposer acknowledges that "knowingly" for purposes of this Affidavit means, with respect to conduct or to circumstances described by a statute or ordinance defining an offense, that a person is aware or should have been aware that his conduct is of that nature or that the circumstance exists.

Further, Affiant sayeth naught.

STATE OF _____

COUNTY OF _____

The foregoing instrument was subscribed, sworn to and acknowledged before me by _____ on this the _____ day of _____, 2014.

My Commission expires: _____

NOTARY PUBLIC, STATE AT LARGE

EQUAL OPPORTUNITY AGREEMENT

The Law

- Title VII of the Civil Rights Act of 1964 (amended 1972) states that it is unlawful for an employer to discriminate in employment because of race, color, religion, sex, age (40-70 years) or national origin.
- Executive Order No. 11246 on Nondiscrimination under Federal contract prohibits employment discrimination by contractor and sub-contractor doing business with the Federal Government or recipients of Federal funds. This order was later amended by Executive Order No. 11375 to prohibit discrimination on the basis of sex.
- Section 503 of the Rehabilitation Act of 1973 states:

The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap.

- Section 2012 of the Vietnam Era Veterans Readjustment Act of 1973 requires Affirmative Action on behalf of disabled veterans and veterans of the Vietnam Era by contractors having Federal contracts.
- Section 206(A) of Executive Order 12086, Consolidation of Contract Compliance Functions for Equal Employment Opportunity, states:

The Secretary of Labor may investigate the employment practices of any Government contractor or sub-contractor to determine whether or not the contractual provisions specified in Section 202 of this order have been violated.

The Lexington-Fayette Urban County Government practices Equal Opportunity in recruiting, hiring and promoting. It is the Government's intent to affirmatively provide employment opportunities for those individuals who have previously not been allowed to enter into the mainstream of society. Because of its importance to the local Government, this policy carries the full endorsement of the Mayor, Commissioners, Directors and all supervisory personnel. In following this commitment to Equal Employment Opportunity and because the Government is the benefactor of the Federal funds, it is both against the Urban County Government policy and illegal for the Government to let contracts to companies which knowingly or unknowingly practice discrimination in their employment practices. Violation of the above mentioned ordinances may cause a contract to be canceled and the contractors may be declared ineligible for future consideration.

Please sign this statement in the appropriate space acknowledging that you have read and understand the provisions contained herein. Return this document as part of your application packet.

Bidders

I/We agree to comply with the Civil Rights Laws listed above that govern employment rights of minorities, women, Vietnam veterans, handicapped and aged persons.

Signature

Name of Business

WORKFORCE ANALYSIS FORM

Name of Organization: _____

Date: ____ / ____ / ____

Categories	Total	White		Latino		Black		Other		Total	
		M	F	M	F	M	F	M	F	M	F
Administrators											
Professionals											
Superintendents											
Supervisors											
Foremen											
Technicians											
Protective Service											
Para-Professionals											
Office/Clerical											
Skilled Craft											
Service/Maintenance											
Total:											

Prepared by: _____
Name & Title

**DIRECTOR, DIVISION OF CENTRAL PURCHASING
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
200 EAST MAIN STREET
LEXINGTON, KENTUCKY 40507**

**NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL
EMPLOYMENT OPPORTUNITIES AND DBE CONTRACT PARTICIPATION**

Notice of requirement for Affirmative Action to ensure Equal Employment Opportunities and Disadvantaged Business Enterprises (DBE) Contract participation. Disadvantaged Business Enterprises (DBE) consists of Minority-Owned Business Enterprises (MBE) and Woman-Owned Business Enterprises (WBE).

The Lexington-Fayette Urban County Government has set a goal that not less than ten percent (10%) of the total value of this Contract be subcontracted to Disadvantaged Business Enterprises, which is made up of MBEs and WBEs. The goal for the utilization of Disadvantaged Business Enterprises as subcontractors is a recommended goal. Contractor(s) who fail to meet such goal will be expected to provide written explanations to the Director of the Division of Purchasing of efforts they have made to accomplish the recommended goal, and the extent to which they are successful in accomplishing the recommended goal will be a consideration in the procurement process. Depending on the funding source, other DBE goals may apply.

For assistance in locating Disadvantaged Business Enterprises Subcontractors contact:

Marilyn Clark, Division of Central Purchasing
Lexington-Fayette Urban County Government
200 East Main Street, 3rd Floor, Room 338
Lexington, Kentucky 40507
mclark@lexingtonky.gov

Lexington-Fayette Urban County Government
MWDBE PARTICIPATION GOALS

A. GENERAL

- 1) The LFUCG request all potential contractors to make a concerted effort to include Minority-Owned (MBE), Woman-Owned (WBE) and Disadvantaged (DBE) Business Enterprises as subcontractors or suppliers in their bids.
- 2) Toward that end, the LFUCG has established 10% of total procurement costs as a Goal for participation of Minority-Owned, Woman-Owned and Disadvantaged Businesses on this contract.
- 3) **It is therefore a request of each Bidder to include in its bid, the same goal (10%) for MWDBE participation and other requirements as outlined in this section.**

B. PROCEDURES

- 1) The successful bidder will be required to report to the LFUCG, the dollar amounts of all payments submitted to Minority-Owned or Woman-Owned subcontractors and suppliers for work done or materials purchased for this contract. (See Subcontractor Monthly Payment Report)
- 2) Replacement of a Minority-Owned or Woman-Owned subcontractor or supplier listed in the original submittal must be requested in writing and must be accompanied by documentation of Good Faith Efforts to replace the subcontractor / supplier with another MWDBE Firm; this is subject to approval by the LFUCG. (See LFUCG MWDBE Substitution Form)
- 3) For assistance in identifying qualified, certified businesses to solicit for potential contracting opportunities, bidders may contact:
 - a) The Lexington-Fayette Urban County Government, Division of Central Purchasing (859-258-3320)
- 4) The LFUCG will make every effort to notify interested MWDBE subcontractors and suppliers of each Bid Package, including information on the scope of work, the pre-bid meeting time and location, the bid date, and all other pertinent information regarding the project.

C. DEFINITIONS

- 1) A Minority-Owned Business Enterprise (MBE) is defined as a business which is certified as being at least 51% owned and operated by persons of African American, Hispanic, Asian, Pacific Islander, American Indian or Alaskan Native Heritage.

- 2) A Woman-Owned Business Enterprise (WBE) is defined as a business which is certified as being at least 51% owned and operated by one or more Non-Minority Females.
- 3) A Disadvantaged Business (DBE) is defined as a business which is certified as being at least 51% owned and operated by a person(s) that are economically and socially disadvantaged.
- 4) Good Faith Efforts are efforts that, given all relevant circumstances, a bidder or proposer actively and aggressively seeking to meet the goals, can reasonably be expected to make. In evaluating good faith efforts made toward achieving the goals, whether the bidder or proposer has performed the efforts outlined in the Obligations of Bidder for Good Faith Efforts outlined in this document will be considered, along with any other relevant factors.

D. OBLIGATION OF BIDDER FOR GOOD FAITH EFFORTS

- 1) **The bidder shall make a Good Faith Effort to achieve the Participation Goal for MWDBE subcontractors/suppliers. The failure to meet the goal shall not necessarily be cause for disqualification of the bidder; however, bidders not meeting the goal are required to furnish with their bids written documentation of their Good Faith Efforts to do so.**
- 2) Award of Contract shall be conditioned upon satisfaction of the requirements set forth herein.
- 3) The Form of Proposal includes a section entitled "MWDBE Participation Form". The applicable information must be completed and submitted as outlined below.
- 4) **Failure to submit this information as requested may be cause for rejection of bid.**

E. DOCUMENTATION REQUIRED FOR GOOD FAITH EFFORTS

- 1) Bidders reaching the Goal are required to submit only the MWDBE Participation Form." The form must be fully completed including names and telephone number of participating MWDBE firm(s); type of work to be performed; estimated value of the contract and value expressed as a percentage of the total Lump Sum Bid Price. The form must be signed and dated, and is to be submitted with the bid.
- 2) Bidders not reaching the Goal must submit the "MWDBE Participation Form", the "Quote Summary Form" and a written statement documenting their Good Faith Effort to do so. If bid includes no MWDBE participation, bidder shall enter "None" on the subcontractor / supplier

form). In addition, the bidder must submit written proof of their Good Faith Efforts to meet the Participation Goal:

- a. Advertised opportunities to participate in the contract in at least two (2) publications of general circulation media; trade and professional association publications; small and minority business or trade publications; and publications or trades targeting minority, women and disadvantaged businesses not less than fifteen (15) days prior to the deadline for submission of bids to allow MWDBE firms to participate.
- b. Included documentation of advertising in the above publications with the bidders good faith efforts package
- c. Attended LFUCG Central Purchasing Economic Inclusion Outreach event
- d. Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs of subcontracting opportunities
- e. Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms
- f. Requested a list of MWDBE subcontractors or suppliers from LFUCG Economic Engine and showed evidence of contacting the companies on the list(s).
- g. Contacted organizations that work with MWDBE companies for assistance in finding certified MWDBE firms to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.
- h. Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs soliciting their participation in the contract not less than seven (7) days prior to the deadline for submission of bids to allow them to participate effectively.
- i. Followed up initial solicitations by contacting MWDBEs to determine their level of interest.
- j. Provided the interested MWDBE firm with adequate and timely information about the plans, specifications, and requirements of the contract.
- k. Selected portions of the work to be performed by MWDBE firms in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MWDBE participation, even when

the prime contractor may otherwise perform these work items with its own workforce

l. Negotiated in good faith with interested MWDBE firms not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached.

m. Included documentation of quotations received from interested MWDBE firms which were not used due to uncompetitive pricing or were rejected as unacceptable and/or copies of responses from firms indicating that they would not be submitting a bid.

n. Bidder has to submit sound reasons why the quotations were considered unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a MWDBE quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE goals.

o. Made an effort to offer assistance to or refer interested MWDBE firms to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal

p. Made efforts to expand the search for MWBE firms beyond the usual geographic boundaries.

q. Other--any other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include MWDBE participation.

Failure to submit any of the documentation requested in this section may be cause for rejection of bid. Bidders may include any other documentation deemed relevant to this requirement. Documentation of Good Faith Efforts are to be submitted with the Bid, if the participation Goal is not met.



MINORITY BUSINESS ENTERPRISE PROGRAM

Marilyn Clark
Minority Business Enterprise Liaison
Division of Central Purchasing
Lexington-Fayette Urban County Government
200 East Main Street
Lexington, KY 40507
mclark@lexingtonky.gov
859-258-3323

OUR MISSION: The mission of the Minority Business Enterprise Program is to facilitate the full participation of minority and women owned businesses in the procurement process and to promote economic inclusion as a business imperative essential to the long term economic viability of Lexington-Fayette Urban County Government.

To that end the city council adopted and implemented resolution 167-91—Disadvantaged Business Enterprise (DBE) 10% Goal Plan in July of 1991. The resolution states in part (a full copy is available in Central Purchasing):

“A Resolution supporting adoption of the administrative plan for a ten percent (10%) Minimum goal for disadvantaged business enterprise participation in Lexington-Fayette Urban County Government construction and professional services contracts; Providing that as part of their bids on LFUCG construction contracts, general Contractors shall make a good faith effort to award at least ten percent (10%) of All subcontracts to disadvantaged business enterprises; providing that divisions of LFUCG shall make a good faith effort to award at least ten percent of their Professional services and other contracts to disadvantaged business enterprises...”

A Disadvantaged Business Enterprise is defined as a business that has been certified as being at least 51% owned, operated and managed by a U.S. Citizen of the following groups:

- African-American
- Hispanic-American
- Asian/Pacific Islander
- Native American/Native Alaskan
- Non-Minority Female
- Economically and Socially Disadvantaged

We have compiled the list below to help you locate certified MBE, WBE and DBE certified businesses. Below is a listing of contacts for LFUCG Certified MWDBEs in Economic Engine (<https://lfucg.economicengine.com>)

Business	Contact	Email Address	Phone
LFUCG	Marilyn Clark	mclark@lexingtonky.gov	859-258-3323
Commerce Lexington – Minority Business Development	Tyrone Tyra	tyra@commercelexington.com	859-226-1625
Tri-State Minority Supplier Diversity Council	Sonya Brown	sbrown@tsmsdc.com	502-625-0137
Small Business Development Council	Dee Dee Harbut UK SBDC	ddharbut@uky.edu	
	Shiree Mack	smack@uky.edu	
Community Ventures Corporation	James Coles	jcoles@cycky.org	859-231-0054
KY Department of Transportation	Melvin Bynes	Melvin.bynes@ky.gov	502-564-3601
	Shella Eagle	Shella.Eagle@ky.gov	502-564-3601
Ohio River Valley Women’s Business Council (WBENC)	Rea Waldon	rwaldon@gcul.org	513-487-6534
Kentucky MWBE Certification Program	Yvette Smith, Kentucky Finance Cabinet	Yvette.Smith@ky.gov	502-564-8099
National Women Business Owner’s Council (NWBOC)	Janet Harris-Lange	janet@nwbo.org	800-675-5066
Small Business Administration	Robert Coffey	robertcoffey@sba.gov	502-582-5971
LaVoz de Kentucky	Andres Cruz	lavozdeky@yahoo.com	859-621-2106
The Key News Journal	Patrice Muhammad	paatricem@keynewsjournal.com	859-373-9428



LFUCG MWDBE PARTICIPATION FORM

Bid/RFP/Quote Reference # _____

The MWDBE subcontractors listed have agreed to participate on this Bid/RFP/Quote. If any substitution is made or the total value of the work is changed prior to or after the job is in progress, it is understood that those substitutions must be submitted to Central Purchasing for approval immediately.

MWDBE Company, Name, Address, Phone, Email	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1.			
2.			
3.			
4.			

The undersigned company representative submits the above list of MWDBE firms to be used in accomplishing the work contained in this Bid/RFP/Quote. Any misrepresentation may result in the termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and false claims.

Company

Company Representative

Date

Title



LFUCG MWDBE SUBSTITUTION FORM

Bid/RFP/Quote Reference # _____

The substituted MWDBE subcontractors listed below have agreed to participate on this Bid/RFP/Quote. These substitutions were made prior to or after the job was in progress. These substitutions were made for reasons stated below and are now being submitted to Central Purchasing for approval. By the authorized signature of a representative of our company, we understand that this information will be entered into our file for this project.

SUBSTITUTED MWDBE Company Name, Address, Phone, Email	MWDBE Formally Contracted/ Name, Address, Phone, Email	Work to Be Performed	Reason for the Substitution	Total Dollar Value of the Work	% Value of Total Contract
1.					
2.					
3.					
4.					

The undersigned acknowledges that any misrepresentation may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and false claims.

Company

Company Representative

Date

Title



MWDBE QUOTE SUMMARY FORM

Bid/RFP/Quote Reference # _____

The undersigned acknowledges that the minority subcontractors listed on this form did submit a quote to participate on this project.

Company Name	Contact Person
Address/Phone/Email	Bid Package / Bid Date

MWDBE Company Address	Contact Person	Contact Information (work phone, Email, cell)	Date Contacted	Services to be performed	Method of Communication (email, phone meeting, ad, event etc)	Total dollars \$\$ Do Not Leave Blank (Attach Documentation)	MBE * AA HA AS NA Female

(MBE designation / AA=African American / HA= Hispanic American/AS = Asian American/Pacific Islander/ NA= Native American)

The undersigned acknowledges that all information is accurate. Any misrepresentation may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and claims.

Company

Company Representative

Date

Title



LFUCG SUBCONTRACTOR MONTHLY PAYMENT REPORT

The LFUCG has a 10% goal plan adopted by city council to increase the participation of minority and women owned businesses in the procurement process. In order to measure that goal LFUCG will track spending with MWDBE vendors on a monthly basis. By the signature below of an authorized company representative, you certify that the information is correct, and that each of the representations set forth below is true. Any misrepresentation may result in termination of the contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims. Please submit this form monthly to the Division of Central Purchasing/ 200 East Main Street / Room 338 / Lexington, KY 40507.

Bid/RFP/Quote # _____
Total Contract Amount Awarded to Prime Contractor for this Project _____

Project Name/ Contract #	Work Period/ From: _____ To: _____
Company Name:	Address:
Federal Tax ID:	Contact Person:

Subcontractor Vendor ID (name, address, phone, email)	Description of Work	Total Subcontract Amount	% of Total Contract Awarded to Prime for this Project	Total Amount Paid for this Period	Purchase Order number for subcontractor work (please attach PO)	Scheduled Project Start Date	Scheduled Project End Date

By the signature below of an authorized company representative, you certify that the information is correct, and that each of the representations set forth below is true. Any misrepresentations may result in the termination of the contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims.

Company

Company Representative

Date

Title

LFUCG STATEMENT OF GOOD FAITH EFFORTS

Bid/RFP/Quote # _____

By the signature below of an authorized company representative, we certify that we have utilized the following Good Faith Efforts to obtain the maximum participation by MWDBE business enterprises on the project and can supply the appropriate documentation.

- _____ Advertised opportunities to participate in the contract in at least two (2) publications of general circulation media; trade and professional association publications; small and minority business or trade publications; and publications or trades targeting minority, women and disadvantaged businesses not less than fifteen (15) days prior to the deadline for submission of bids to allow MWDBE firms to participate.

- _____ Included documentation of advertising in the above publications with the bidders good faith efforts package

- _____ Attended LFUCG Central Purchasing Economic Inclusion Outreach event

- _____ Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs of subcontracting opportunities

- _____ Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms

- _____ Requested a list of MWDBE subcontractors or suppliers from LFUCG Economic Engine and showed evidence of contacting the companies on the list(s).

- _____ Contacted organizations that work with MWDBE companies for assistance in finding certified MWDBE firms to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.

- _____ Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs soliciting their participation in the contract not

less than seven (7) days prior to the deadline for submission of bids to allow them to participate effectively.

_____ Followed up initial solicitations by contacting MWDBEs to determine their level of interest.

_____ Provided the interested MWDBE firm with adequate and timely information about the plans, specifications, and requirements of the contract.

_____ Selected portions of the work to be performed by MWDBE firms in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MWDBE participation, even when the prime contractor may otherwise perform these work items with its own workforce

_____ Negotiated in good faith with interested MWDBE firms not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached.

_____ Included documentation of quotations received from interested MWDBE firms which were not used due to uncompetitive pricing or were rejected as unacceptable and/or copies of responses from firms indicating that they would not be submitting a bid.

_____ Bidder has to submit sound reasons why the quotations were considered unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a MWDBE quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE goals.

_____ Made an effort to offer assistance to or refer interested MWDBE firms to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal

_____ Made efforts to expand the search for MWDBE firms beyond the usual geographic boundaries.

_____ Other - any other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include MWDBE participation.

Failure to submit any of the documentation requested in this section may be cause for rejection of bid. Bidders may include any other documentation deemed relevant to this requirement. Documentation of Good Faith Efforts are to be submitted with the Bid, if the participation Goal is not met.

The undersigned acknowledges that all information is accurate. Any misrepresentations may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and claims.

Company

Company Representative

Date

Title

GENERAL PROVISIONS

1. Each Respondent shall comply with all Federal, State & Local regulations concerning this type of service or good.

The Respondent agrees to comply with all statutes, rules, and regulations governing safe and healthful working conditions, including the Occupational Health and Safety Act of 1970, 29 U.S.C. 650 *et. seq.*, as amended, and KRS Chapter 338. The Respondent also agrees to notify the LFUCG in writing immediately upon detection of any unsafe and/or unhealthful working conditions at the job site. The Respondent agrees to indemnify, defend and hold the LFUCG harmless from all penalties, fines or other expenses arising out of the alleged violation of said laws.

2. Failure to submit ALL forms and information required in this RFP may be grounds for disqualification.
3. Addenda: All addenda, if any, shall be considered in making the proposal, and such addenda shall be made a part of this RFP. Before submitting a proposal, it is incumbent upon each proposer to be informed as to whether any addenda have been issued, and the failure to cover in the bid any such addenda may result in disqualification of that proposal.
4. Proposal Reservations: LFUCG reserves the right to reject any or all proposals, to award in whole or part, and to waive minor immaterial defects in proposals. LFUCG may consider any alternative proposal that meets its basic needs.
5. Liability: LFUCG is not responsible for any cost incurred by a Respondent in the preparation of proposals.
6. Changes/Alterations: Respondent may change or withdraw a proposal at any time prior to the opening; however, no oral modifications will be allowed. Only letters, or other formal written requests for modifications or corrections of a previously submitted proposal which is addressed in the same manner as the proposal, and received by LFUCG prior to the scheduled closing time for receipt of proposals, will be accepted. The proposal, when opened, will then be corrected in accordance with such written request(s), provided that the written request is contained in a sealed envelope which is plainly marked "modifications of proposal".
7. Clarification of Submittal: LFUCG reserves the right to obtain clarification of any point in a bid or to obtain additional information from a Respondent.

8. Bribery Clause: By his/her signature on the bid, Respondent certifies that no employee of his/hers, any affiliate or Subcontractor, has bribed or attempted to bribe an officer or employee of the LFUCG.
9. Additional Information: While not necessary, the Respondent may include any product brochures, software documentation, sample reports, or other documentation that may assist LFUCG in better understanding and evaluating the Respondent's response. Additional documentation shall not serve as a substitute for other documentation which is required by this RFP to be submitted with the proposal,
10. Ambiguity, Conflict or other Errors in RFP: If a Respondent discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, it shall immediately notify LFUCG of such error in writing and request modification or clarification of the document if allowable by the LFUCG.
11. Agreement to Bid Terms: In submitting this proposal, the Respondent agrees that it has carefully examined the specifications and all provisions relating to the work to be done attached hereto and made part of this proposal. By acceptance of a Contract under this RFP, proposer states that it understands the meaning, intent and requirements of the RFP and agrees to the same. The successful Respondent shall warrant that it is familiar with and understands all provisions herein and shall warrant that it can comply with them. No additional compensation to Respondent shall be authorized for services or expenses reasonably covered under these provisions that the proposer omits from its Proposal.
12. Cancellation: If the services to be performed hereunder by the Respondent are not performed in an acceptable manner to the LFUCG, the LFUCG may cancel this contract for cause by providing written notice to the proposer, giving at least thirty (30) days notice of the proposed cancellation and the reasons for same. During that time period, the proposer may seek to bring the performance of services hereunder to a level that is acceptable to the LFUCG, and the LFUCG may rescind the cancellation if such action is in its best interest.

A. Termination for Cause

- (1) LFUCG may terminate a contract because of the contractor's failure to perform its contractual duties
- (2) If a contractor is determined to be in default, LFUCG shall notify the contractor of the determination in writing, and may include a specified date by which the contractor shall cure the identified deficiencies. LFUCG may proceed with termination

if the contractor fails to cure the deficiencies within the specified time.

- (3) A default in performance by a contractor for which a contract may be terminated shall include, but shall not necessarily be limited to:
 - (a) Failure to perform the contract according to its terms, conditions and specifications;
 - (b) Failure to make delivery within the time specified or according to a delivery schedule fixed by the contract;
 - (c) Late payment or nonpayment of bills for labor, materials, supplies, or equipment furnished in connection with a contract for construction services as evidenced by mechanics' liens filed pursuant to the provisions of KRS Chapter 376, or letters of indebtedness received from creditors by the purchasing agency;
 - (d) Failure to diligently advance the work under a contract for construction services;
 - (e) The filing of a bankruptcy petition by or against the contractor; or
 - (f) Actions that endanger the health, safety or welfare of the LFUCG or its citizens.

B. At Will Termination

Notwithstanding the above provisions, the LFUCG may terminate this contract at will in accordance with the law upon providing thirty (30) days written notice of that intent, Payment for services or goods received prior to termination shall be made by the LFUCG provided these goods or services were provided in a manner acceptable to the LFUCG. Payment for those goods and services shall not be unreasonably withheld.

13. **Assignment of Contract:** The contractor shall not assign or subcontract any portion of the Contract without the express written consent of LFUCG. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that LFUCG shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of LFUCG.
14. **No Waiver:** No failure or delay by LFUCG in exercising any right, remedy, power or privilege hereunder, nor any single or partial exercise thereof, nor the exercise of any other right, remedy, power or privilege shall operate as a waiver hereof or thereof. No failure or delay by LFUCG in exercising any right, remedy, power or privilege under or in respect of this Contract shall

affect the rights, remedies, powers or privileges of LFUCG hereunder or shall operate as a waiver thereof.

15. Authority to do Business: The Respondent must be a duly organized and authorized to do business under the laws of Kentucky. Respondent must be in good standing and have full legal capacity to provide the services specified under this Contract. The Respondent must have all necessary right and lawful authority to enter into this Contract for the full term hereof and that proper corporate or other action has been duly taken authorizing the Respondent to enter into this Contract. The Respondent will provide LFUCG with a copy of a corporate resolution authorizing this action and a letter from an attorney confirming that the proposer is authorized to do business in the State of Kentucky if requested. All proposals must be signed by a duly authorized officer, agent or employee of the Respondent.
16. Governing Law: This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. In the event of any proceedings regarding this Contract, the Parties agree that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division. All parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to this Contract or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.
17. Ability to Meet Obligations: Respondent affirmatively states that there are no actions, suits or proceedings of any kind pending against Respondent or, to the knowledge of the Respondent, threatened against the Respondent before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of Respondent to perform its obligations under this Contract, or which question the legality, validity or enforceability hereof or thereof.
18. Contractor understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for any purpose whatsoever. Contractor is an independent contractor at all times during the performance of the services specified.
19. If any term or provision of this Contract shall be found to be illegal or unenforceable, the remainder of the contract shall remain in full force and such term or provision shall be deemed stricken.

Signature

Date

**RISK MANAGEMENT PROVISIONS
INSURANCE AND INDEMNIFICATION**

INDEMNIFICATION AND HOLD HARMLESS PROVISION

- (1) It is understood and agreed by the parties that Consultant hereby assumes the entire responsibility and liability for any and all damages to persons or property caused by or resulting from or arising out of any act or omission on the part of Consultant or its employees, agents, servants, owners, principals, licensees, assigns or subcontractors of any tier (hereinafter "Consultant") under or in connection with this agreement and/or the provision of goods or services and the performance or failure to perform any work required thereby.
- (2) Consultant shall indemnify, save, hold harmless and defend the Lexington-Fayette Urban County Government and its elected and appointed officials, employees, agents, volunteers, and successors in interest (hereinafter "LFUCG") from and against all liability, damages, and losses, including but not limited to, demands, claims, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees that are in any way incidental to or connected with, or that arise or are alleged to have arisen, directly or indirectly, from or by Consultant's performance or breach of the agreement and/or the provision of goods or services provided that: (a) it is attributable to personal injury, bodily injury, sickness, or death, or to injury to or destruction of property (including the loss of use resulting therefrom), or to or from the negligent acts, errors or omissions or willful misconduct of the Consultant; and (b) not caused solely by the active negligence or willful misconduct of LFUCG.
- (3) Notwithstanding, the foregoing, with respect to any professional services performed by Consultant hereunder (and to the fullest extent permitted by law), Consultant shall indemnify, save, hold harmless and defend LFUCG from and against any and all liability, damages and losses, including but not limited to, demands, claims, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees, for any damage due to death or injury to any person or injury to any property (including the loss of use resulting therefrom) to the extent arising out of, pertaining to or relating to the negligence, recklessness or willful misconduct of Consultant in the performance of this agreement.
- (4) In the event LFUCG is alleged to be liable based upon the above, Consultant shall defend such allegations and shall bear all costs, fees and expenses of such defense, including but not limited to, all reasonable attorneys' fees and expenses, court costs, and expert witness fees and expenses, using attorneys approved in writing by LFUCG, which approval shall not be unreasonably withheld.

- (5) These provisions shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this agreement.

FINANCIAL RESPONSIBILITY

Consultant understands and agrees that it shall, prior to final acceptance of its proposal and the commencement of any work or services, demonstrate the ability to assure compliance with the above Indemnity provisions and these other risk management provisions.

INSURANCE REQUIREMENTS

YOUR ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS BELOW, AND YOU MAY NEED TO CONFER WITH YOUR INSURANCE AGENTS, BROKERS, OR CARRIERS TO DETERMINE IN ADVANCE OF SUBMISSION OF A RESPONSE THE AVAILABILITY OF THE INSURANCE COVERAGES AND ENDORSEMENTS REQUIRED HEREIN. IF YOU FAIL TO COMPLY WITH THE INSURANCE REQUIREMENTS BELOW, YOU MAY BE DISQUALIFIED FROM AWARD OF THE CONTRACT.

Required Insurance Coverage

Consultant shall procure and maintain for the duration of this contract the following or equivalent insurance policies at no less than the limits shown below and cause its subcontractors to maintain similar insurance with limits acceptable to LFUCG in order to protect LFUCG against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work or services hereunder by Consultant. The cost of such insurance shall be included in any bid:

<u>Coverage</u>	<u>Limits</u>
General Liability aggregate (Insurance Services Office Form CG 00 01)	\$1 million per occurrence, \$2 million or \$2 million combined single limit
Commercial Automobile Liability occurrence (Insurance Services Office Form CA 0001)	combined single, \$1 million per
Professional Liability aggregate	\$1 million per occurrence, \$2 million
Worker's Compensation	Statutory

Employer's Liability \$500,000.00

The policies above shall contain the following conditions:

- a. All Certificates of Insurance forms used by the insurance carrier shall be properly filed and approved by the Department of Insurance for the Commonwealth of Kentucky. LFUCG shall be named as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy using the Kentucky DOI approved forms.
- b. The General Liability Policy shall be primary to any insurance or self-insurance retained by LFUCG.
- c. The General Liability Policy shall have a Professional Liability endorsement (including Errors and Omissions) for any services performed pursuant to the contract, and/or a separate Professional Liability Policy shall be obtained unless it is deemed not to apply by LFUCG.
- d. The Professional Liability policy shall be maintained for a minimum of three years beyond the completion date of the project, to the extent commercially available. If not commercially available, CONSULTANT shall notify LFUCG and obtain similar insurance that is commercially available and acceptable to LFUCG.
- e. LFUCG shall be provided at least 30 days advance written notice via certified mail, return receipt requested, in the event any of the required policies are canceled or non-renewed.
- f. Said coverage shall be written by insurers acceptable to LFUCG and shall be in a form acceptable to LFUCG. Insurance placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide shall be deemed automatically acceptable.

Renewals

After insurance has been approved by LFUCG, evidence of renewal of an expiring policy must be submitted to LFUCG, and may be submitted on a manually signed renewal endorsement form. If the policy or carrier has changed, however, new evidence of coverage must be submitted in accordance with these Insurance Requirements.

Deductibles and Self-Insured Programs

IF YOU INTEND TO SUBMIT A SELF-INSURANCE PLAN IT MUST BE FORWARDED TO LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, DIVISION OF RISK MANAGEMENT, 200 EAST MAIN STREET, LEXINGTON, KENTUCKY 40507 NO LATER THAN A MINIMUM OF FIVE (5) WORKING DAYS PRIOR TO THE RESPONSE DATE. Self-insurance programs, deductibles, and self-insured retentions in insurance policies are subject to separate approval by

Lexington-Fayette Urban County Government's Division of Risk Management, upon review of evidence of Consultant's financial capacity to respond to claims. Any such programs or retentions must provide LFUCG with at least the same protection from liability and defense of suits as would be afforded by first-dollar insurance coverage. If Consultant satisfies any portion of the insurance requirements through deductibles, self-insurance programs, or self-insured retentions, Consultant agrees to provide Lexington-Fayette Urban County Government, Division of Risk Management, the following data prior to the final acceptance of bid and the commencement of any work:

- a. Latest audited financial statement, including auditor's notes.
- b. Any records of any self-insured trust fund plan or policy and related accounting statements.
- c. Actuarial funding reports or retained losses.
- d. Risk Management Manual or a description of the self-insurance and risk management program.
- e. A claim loss run summary for the previous five (5) years.
- f. Self-Insured Associations will be considered.

Verification of Coverage

Consultant agrees to furnish LFUCG with all applicable Certificates of Insurance signed by a person authorized by the insurer to bind coverage on its behalf prior to final award, and if requested, shall provide LFUCG copies of all insurance policies, including all endorsements.

Right to Review, Audit and Inspect

Consultant understands and agrees that LFUCG may review, audit and inspect any and all of its records and operations to insure compliance with these Insurance Requirements.

DEFAULT

Consultant understands and agrees that the failure to comply with any of these insurance, safety, or loss control provisions shall constitute default and that LFUCG may elect at its option any single remedy or penalty or any combination of remedies and penalties, as available, including but not limited to purchasing insurance and charging Consultant for any such insurance premiums purchased, or suspending or terminating the work.



Office of Homelessness Prevention and Intervention

Homelessness Innovation and Sustainable Solutions
Fund

REQUEST FOR HOUSING FIRST EVALUATION PROPOSALS

Purpose

The Homelessness Innovation and Sustainable Solutions fund provides financial support to new and/or innovative projects that implement research-based best practices to prevent and reduce homelessness in Lexington. The purpose of this Request for Proposals is to solicit proposals for the third-party evaluation of a pilot Housing First program serving primarily people experiencing chronic homelessness.

Lexington-Fayette Urban County Government (LFUCG) is currently soliciting proposals for a three-year pilot Housing First project. This program seeks to implement a newer model for addressing chronic homelessness by providing *housing first* to people experiencing homelessness and then working to surround the participant with appropriate supportive services. This is unlike traditional models where permanent housing is provided after completion of a program or compliance with medication or substance use requirements. Nationally, communities have had success reducing the number of chronically homeless individuals with Housing First, which is recognized as a best practice by the United States Interagency Council on Homelessness and the U.S. Department of Housing and Urban Development.

Proposals should include and identify a Principal Investigator and any staffing or assistants and equipment, software licenses, etc., necessary to collect and analyze data and issue annual reports on the project. Exact dates of reports will be determined upon award of a contract for the Housing First pilot project when a timeline is more readily available. This evaluation will be over three years with funding for years 2 and 3 contingent upon budget allocations by the Lexington-Fayette Urban County Council. Proposers are encouraged to review LFUCG RFP#58-2014 which is the Request for Proposals for Housing First.

Instructions

Please follow the attached instructions and submit all required narrative and attachments no later than the deadline indicated below:

Proposal Deadline – 2 P.M. ON WEDNESDAY, NOVEMBER 5, 2014
Proposals received after this deadline or incomplete proposals will not be considered.

For More Information:

Lexington-Fayette Urban County Government
Division of Central Purchasing Todd Slatin, Director
200 E. Main Street
Lexington, KY 40507
Office: (859) 258-3320
E-mail: tslatin@lexingtonky.gov

1.0 GENERAL INFORMATION AND SCOPE

1.1 Background

In 2013 the Mayor's Commission on Homelessness issued a report containing recommendations for reducing and preventing homelessness in Lexington. These recommendations included the creation of the Office of Homelessness Prevention and Intervention (hereinafter referred to as "OHPI") to coordinate implementation and improve collaboration among local government, service providers, employers, medical professionals, and other key stakeholders.

As noted in the Commission's Report, Lexington is a caring community with a long history of working to reduce homelessness. Numerous organizations and individuals have worked for several decades to develop a service delivery system that successfully addresses the needs of most people experiencing homelessness, including the development of programs aimed at addressing some of the root causes of homelessness such as substance abuse. Some populations remain difficult to serve through more traditional models because of factors such as severe and persistent mental illness, physical health conditions, substance abuse issues or a combination of these and other high-risk indicators leading to chronic homelessness.

Nationally, communities have had success reducing the number of chronically homeless individuals with a relatively newer service model called Housing First, which is recognized as a best practice

by the United States Interagency Council on Homelessness and the Department of Housing and Urban Development. Unlike more traditional models where permanent housing is provided after completion of a program, the Housing First model provides permanent housing *first* and then works to surround the participant with the appropriate supportive services. Case studies have shown that this model can be significantly less expensive than continuing to cycle individuals through jails and emergency rooms. Not only can it be a more cost-effective way for a community to address homelessness for certain people, it can also be more helpful to the long-term well-being of the participants.

In April 2014 the Mayor and Urban County Council allocated funds specifically for homelessness programming in response to the Commission on Homelessness report. One of the Commission's top recommendations was to implement a Housing First program for at least 50 people. The Lexington-Fayette Urban County Government (hereinafter referred to as "LFUCG"), through OHPI, has issued a request for proposals to implement a Housing First pilot program so as to allow this service model to be tried and evaluated for effectiveness. This RFP is issued for the selection of a third-party evaluator to collect and analyze data and report on the effectiveness of the pilot program. Funding provided by LFUCG for the three-year Housing First pilot is not to exceed \$250,000 per year with an anticipated number of clients to be served between 10 and 25 annually. The proposed budget for evaluation should reflect a program of that size.

2.0 GENERAL PROVISIONS

2.1 Purpose

The LFUCG is accepting proposals from qualified organizations and individuals to conduct an evaluation of the Housing First pilot program. Housing First is a sought after model in part because it can be a more cost-effective way to address homelessness for certain people. It has also shown evidence of being more helpful to the long-term well-being of the participants and is a model of choice for many participants who are unwilling or unable to seek shelter in a more traditional setting.

LFUCG is seeking proposals for a third-party evaluator to collect and analyze data and outcomes for the Housing First pilot project, issuing annual reports and a final report at the conclusion of the project. This evaluation should attempt to answer questions about whether Housing First can be a cost-efficient and effective model for addressing chronic homelessness in Lexington. Proposals

should include a plan to meet regularly and collaborate with the LFUCG-funded Housing First lead organization and its partners to facilitate collection of all necessary data and even subjective information that would benefit evaluation of the project. Because LFUCG is interested in learning if a Housing First program can be successful in Lexington, the evaluator should be prepared to collect, confirm and analyze data for clients prior to their entry in the program so that the pre/post program comparisons can be made. An example of the type of data needed for both pre/post program is the number of times incarcerated or number of times in a hospital emergency room for treatment.

Organizations seeking to operate the Housing First project must utilize the Kentucky Homeless Management Information System (KY-HMIS) to collect all applicable data required by the evaluator. Therefore, the evaluator must expect to utilize the HMIS system for some, though not necessarily all, data collection and reporting. Housing First program proposers will also agree to provide financial information about project operations including, but not limited to, such items as staff time allocations, dollar value of leveraged services, etc.

2.2 Funding Period

The funding period is three years to begin on or about December 1, 2014. Funding for years 2 and 3 is subject to Urban County Council allocation of funding for the Innovative and Sustainable Solutions Fund.

The LFUCG intends to award only one Housing First evaluation contract with an annual budget to be agreed upon between the City and the selected applicant, but reserves the right to make multiple awards of varying amounts. Final award amounts may be negotiated prior to the issuance of a funding agreement.

2.3 Proposal Submission

In order to be considered, proposals must be received by the November 5, 2014 deadline. The proposal must contain the required documents and respond to each of the required narrative questions to be complete. A complete proposal must also contain a line-item budget for year one of the project and a budget narrative.

Proposals containing significant omissions of required information will be considered non-responsive and will be removed from the funding process. Significant missing responses to narrative questions constitute an incomplete proposal. The final decision regarding proposal completeness and penalties will be determined

by the Director of the Office of Homelessness Prevention and Intervention.

Sealed proposals will be received in the Division of Central Purchasing, Room 338, Government Center, 200 East Main Street, Lexington, KY, 40507, until 2:00 PM, prevailing local time, on November 5, 2014.

Proposals received after the date and time set for opening proposals will not be considered for award of a contract and will be returned unopened to the Proposer. It is the sole responsibility of the Proposer to assure that his/her proposal is received by the Division of Central Purchasing before the date and time set for opening proposals.

Proposals must be sealed in an envelope and the envelope prominently marked:

RFP #60-2014 Third Party Evaluation of Housing First Program

If mailed, the envelope must be addressed to:

Todd Slatin - Purchasing Director
Lexington-Fayette Urban County Government
Room 338, Government Center
200 East Main Street
Lexington, KY 40507

2.4 Acceptance/Rejection of Applications

The LFUCG reserves the right to reject any proposals which may be considered irregular, show serious omission, contain unauthorized alteration of form, or are incomplete.

The LFUCG reserves the right to accept or reject any or all applications in whole or in part, with or without cause, to waive technicalities, to implement scoring penalties, or to accept applications or portions thereof which, in the Urban County Government's judgment, best serve the interests of Urban County Government.

2.5 Requests for Clarification

The LFUCG reserves the right to request clarification of information submitted and to request additional information (to clarify the information submitted) of the applicant either orally or in writing. This may include negotiation of funding amounts, outcomes, and other adjustments prior to the execution of a funding award.

2.6 Inquiries/Questions

After thoroughly reading this Request for Proposals, Applicants must direct any questions to:

Todd Slatin, Director
Division of Central Purchasing
200 E. Main Street
Lexington, KY 40507
E-mail: tslatin@lexingtonky.gov
Phone: (859) 258-3320

3.0 FUNDING PROCESS

3.1 Timeline

This Request for Housing First Evaluation Proposals is being released on October 14, 2014, and is made available to the public and all potentially eligible applicants. Completed proposals are due no later than 2 p.m. on Wednesday, November 5 2014, and late or incomplete proposals will not be accepted or evaluated.

The LFUCG intends to conduct proposal evaluation in November immediately following the proposal due date and intends to make funding announcements no later than November 2014. This timeline is subject to change without notice.

Successful applicants will be contacted on or about November 14, 2014, to negotiate a funding agreement with expectations that an award be in place for the project to begin operations by December, 2014.

No funds may be expended prior to the execution of a funding agreement and grantees will not be reimbursed for pre-award costs.

3.2 Evaluation

Proposals will be evaluated by a neutral panel including LFUCG staff and third-party reviewers selected by OHPI who have some expertise in the field of human services but no affiliation with any applicant.

The scoring criteria are outlined in Section 5.0 Evaluation.

3.3 Selection

The highest scoring proposal as determined by the panel will be recommended for funding and contacted to negotiate a funding

agreement. Should no agreement be reached, the second-highest scoring applicant will be contacted.

3.4 **Reporting**

The funded project will be required to provide quarterly progress reports and a written annual report following the conclusion of each of the three project years. Additionally, the evaluator may be asked to present findings annually before the Urban County Council. Report formats will be determined by OHPI as will due dates and submission process. Failure to submit complete reports on time will delay processing of grant payments and affect the grantee's competitiveness for any future funding opportunities with LFUCG.

4.0 **PROPOSAL FORMAT**

The Proposer must submit one (1) master (hardcopy), (2) electronic versions in .PDF, .DOC or .XLS format on a flashdrive or CD and seven (7) duplicates (hardcopies) of their proposal for evaluation purposes. A complete proposal contains each of the following components:

- One-Page Cover Sheet containing:
 - Organization or Lead Applicant Name and Authorized Representative
 - Organization or Lead Applicant Address, Phone Number and E-mail
 - Title of proposed project
 - **Brief** summary of proposal (250 words or less)
- Project Narrative responding to each of the evaluation criteria described in Section 5.0 and utilizing format described below (10 pages or less)
 - Double spaced
 - Single sided
 - Times New Roman 12-point font with 1-inch margins
 - Page numbers in bottom right corner
- Line-item Budget and Budget Narrative (5 pages or less)

5.0 **EVALUATION**

5.1 **Research Design (30 points)**

Identify the evaluation design including research questions and data to be collected. Explain how the evaluator plans to interact with the organization and partners operating Housing First to ensure quality data collection and timely reporting. What

individuals/staff members will be involved in data collection and analysis, what software will be used, etc.?

5.2 Experience (40 points)

Describe the proposer's experience with similar third-party evaluation especially any relevant experience with human services or housing projects. Include as an attachment the resume/CV of the Principal Investigator and any staff members or assistants identified in the narrative.

5.3 Deliverables (10 points)

Describe the presentation format anticipated for annual reports and any other data analysis and conclusions which present findings. Discuss any plans for dissemination of findings and how they will be shared with Lexington homeless providers, public officials, and the general public in order to facilitate a better understanding of Housing First and the local results and recommendations for future service delivery.

5.4 Budget/Budget Narrative (20 points)

Proposals should include a separate line item budget and budget narrative and will be evaluated based on reasonableness of expenses and overall feasibility. Budgets should reflect all program revenue and expenses for Year 1 of the project. Approved budgets for Years 2 and 3 will be required prior to release of funding for those cycles.

Budgets should include, *at a minimum*, the following line-items for at least year one:

Personnel – Identify each position allocated to the grant, role in the project and percentage of FTE allocated.

Fringe Benefits – Include the organization's fringe benefit rate or show how fringe benefit costs were calculated for the proposed personnel expenses.

Travel – Include anticipated amount of travel and mileage reimbursement rate. If out-of-area travel is proposed, identify its purpose and relevance to the project.

Data collection – Provide any costs associated with data collection, data security, and data storage requirements and describe any

equipment or software licenses necessary. Proposals should budget approximately \$800 for at least one KY HMIS license.

Printing/Supplies – Describe any expenses needed for printing and disseminating reports including printing costs, office supplies, etc.

Other – Provide a detailed description of other costs which don't fall into the identified categories and explain why they are necessary for the evaluation.

Indirect Costs – If an indirect cost rate is used, provide evidence of an approved indirect cost rate from the appropriate cognizant agency. If they organization does not use an indirect cost rate, provide a clear indication of administrative costs as differentiated from direct operating expenses.



Housing First Evaluation

RFP #60-2014 Third party Evaluation of Housing First Program

Organization: University of Kentucky Research Foundation
109 Kinkead Hall
Lexington, KY 40506-0057
Phone: (859) 257-9420
Fax: (859) 323-1060
Email: ospa@email.uky.edu

Official Authorized to Sign/Legally Bind Applicant Organization:

Deborah K. Davis, Associate Director
University of Kentucky Research Foundation

Principal Investigator:

Christopher R. Bollinger
Center for Business and Economic Research
Gatton College of Business & Economics
Lexington, KY 40506
Phone: (859) 257-7678
Fax: (859) 257-7671
cber@uky.edu

Title: Housing First Evaluation Proposal

Abstract: We propose serving as the evaluator for the Housing First pilot being conducted in Lexington Kentucky by the OHPI of LFUCG. The project will involve a randomized control trial for homeless individuals with mental health and substance abuse issues who seek services. A treatment as usual group will be recruited along with the treatment group. The service provider will do all treatment and recruiting. The Center for Business and Economic research will collect and organize data on backgrounds, and outcomes including demographic information and outcomes such as hospitalization, criminal activity, and labor market participation. We will also examine the cost structure of the pilot program compared to other programs and provide a cost benefit analysis.

Housing First Evaluation Proposal

PI: Christopher R. Bollinger, Center for Business and Economic Research
University of Kentucky

Section 1: Research Design

The Housing First approach to homelessness intervention is gaining ground as a new, viable and effective strategy in moving homeless, especially those with chronic abuse and mental health issues, off the streets and into a more stable life. The Lexington Fayette Urban County Government, responding to the 2013 report of the Mayor's Commission on Homelessness, has allocated funds for a Housing First pilot in Lexington. Dr. Christopher R. Bollinger and the Center for Business and Economic Research propose to serve as the evaluator of this project.

The Housing First approach has been piloted successfully in a number of locations throughout the United States, Canada and the United Kingdom. A number of these pilots have been evaluated. These studies show reductions in hospitalization and emergency room usage, improvements in mental health, compliance, housing stability, and quality of life. However, many of the studies lack generalizability due to small focused samples, quasi-experimental design, and potentially selected samples (cream skimming). Hence it is crucial, as Lexington implements these programs, to monitor and evaluate their success and areas which can be improved.

Previous studies have focused on health care utilization, health outcomes, and quality of life. There appear to be two important outcome areas which have not been studied well: employment outcomes and incarceration. A similar omission appears to be a lack of careful cost benefit analysis of this program relative to treatment as usual. Most studies have focused on individual outcomes, and have measured only the outcome, rather than the cost savings. We

propose that our evaluation will have two important components. The first is a standard outcomes based evaluation, similar to previous work in this area, the second is a careful cost benefit analysis highlighting how improvements in the outcomes may be valued by various stakeholders and the individuals and comparisons to treatment as usual.

1.1 Subject Outcome Based Analysis

We propose a randomized control trial approach to evaluate the individual outcomes. This is the ideal standard for a study of this kind. We propose this under the assumption that the provider selected to deliver the services also delivers treatment as usual services. Individuals entering the services will be carefully randomized into the housing first program with a matched sample in the treatment as usual program. The small scope of the program (25 or fewer individuals per year), implies that it is important to select individuals falling into a narrow criteria. Housing First programs are used to treat chronically homeless with either diagnosed mental illness, diagnosed chronic addiction and abuse, or dual diagnosis. The program should focus on one of these categories or even more narrowly on a specific diagnosis. While this limits the generalizability of the study, it improves the possibility of drawing conclusions about efficacy within a particular population. Dr. Bollinger will work with the provider and representatives of OHPI to identify and characterize a target population to ensure the analysis will have every opportunity to provide conclusions which can inform OHPI, LFUCG and other policy makers.

We recognize that a randomized control study may not be feasible depending upon the circumstances and structure of the chosen provider. In that even we propose a quasi-experimental design where a similar population of homeless seeking treatment as usual are followed and included in the study. Statistical analysis in this case will focus on controlling for

typical factors which influence outcomes. Dr. Bollinger has significant expertise in this area.

We propose carefully selecting a matched control group with similar characteristics to the group selected for the Housing First program. We expect that matching and selection will be done based upon mental health diagnosis, substance abuse patterns, age, length of time homeless, and recent treatment experience. We will work with the providers, who bring stronger expertise in identifying important characteristics. At the time of selection of individuals, data will be collected and informed consent and permission to access records such as health and employment will be secured. An initial questionnaire will be administered at the intake, and follow surveys will be administered on a quarterly basis. We will work with the provider to ensure that the data collection is efficient.

In addition to survey data and data collected through the provider and the KY-HMIS, CBER will seek to collect data from the Kentucky Education Cabinet Workforce Investment Division, the Kentucky State and University of Kentucky Emergency room data bases (as accessed through cooperative agreement with , and the Fayette County Jailer, on employment, E.R. usage and hospitalization, and incarceration. It should be noted that securing access to these sources is difficult, typically requires permission of the subject, and may require resources beyond the scope of the budget.

The Center will take responsibility for data management. We will take data from the various sources (KY-HMIS, the provider, surveys and external data) and house and combine them into a complete data set. The Center has access to many standard database tools including Access, Qualtrics (for surveys), SAS and Stata. While the center will primarily work with the data in Stata, the center can provide the data to stakeholders (OHPI, LFUCG or the provider) in many formats, as needed. Analysis will be done using Stata software, or R. The center has

substantial computer infrastructure, including secure stand-alone machines for keeping sensitive data and Dr. Bollinger has a long history of working with these kinds of data at the Census Bureau and the Center.

The advantage of a carefully administered random control design is that it simplifies analysis and allows stronger, albeit narrower, conclusions to be drawn with smaller samples. The first step in such an analysis is to confirm that the treatment and control sample do not have significant statistical differences in background characteristics. This provides evidence that outcome differences are due to treatment. The analysis can then examine differences in outcomes using standard differences in means, proportions, and other statistical measures. The center brings strong qualifications for statistical analysis of all types.

A number of potential problems can arise in even the most carefully designed randomized trial. For example, differentials in participant completion can skew the sample and make simple comparisons of means invalid. If a random control design is infeasible, this too makes simple comparison of means invalid. In either situation, evaluation of the program must employ more sophisticated methods including multiple regression, propensity score matching, and sample selection correction techniques. These are techniques employed frequently by economists when treatment programs cannot be taken as a strict random control study. This happens frequently in job training program which Center personnel have extensive experience in evaluating.

1.2 Cost – Benefit Analysis

As a caring community with a long history of working to reduce homelessness, Lexingtonians and the LFUCG may view evidence that the outcomes above improve under the Housing First paradigm as sufficient to implement the approach in a more widespread fashion.

However, good public policy, and the recognition that resources are limited, require that some measures of the costs be addressed and compared to measures of the benefits. Economists are particularly well suited to addressing these issues.

The first task is to assess the cost structure associated with the program as compared to the cost structure associated with the treatment as usual approach. Cost structure data will be required for both the Housing First program and typical treatment as usual programs. We will focus on structural differences and administrative differences. Using these data we will break costs into directly associated with the new program, those associated with both programs and those only associated with treatment as usual.

Of particular concern will be the scalability of the program. We expect, as with many programs that per person costs will fall with expansion of the program, as administrative and other “fixed” costs can often be spread over more participants. We will use the treatment as usual program as a baseline, but also examine important differences that may impact scalability. For example, the housing first program may have some scaling advantages in using existing conventional housing resources. However, monitoring and follow may require additional time due to participants being spread through multiple areas.

The second task is to quantify the benefits. Many benefits are easy to quantify. For example, a reduction in emergency room visits can be priced based on average E.R. costs for typical visits. Access to the Emergency room data and billing records will provide detailed data on this important cost. There is a limited literature in economics, used in the Manhattan Institute Study (see experience), which provides dollar values for reduction in crime of different types. Note that these are benefits to the greater Lexington population (reduced costs from E.R. and from crime).

Benefits such as improved quality of life and improved mental health are more difficult to quantify. There is a literature in economics which measures the value of improved health and the value of improvements in quality of life. In particular we will focus on statistical value of life. The improved health benefits will likely translate into longer lives, by using statistical value of life we can infer the value to the individual for an additional year of life. We will draw from this literature, but it should be understood that it is not clear how the results of that literature translate to these special cases.

It should also be noted that the benefits of improved health and improved quality of life accrue primarily to the individual, rather than the community. While we do not discount that this is important, from a public policy standpoint, the cost benefit analysis should focus upon benefits which accrue to the community experiencing the cost of administering the program such as reduced costs in other programs (E.R. visits) or reductions in crime. We will follow this general approach in our cost benefit analysis. Dr. Bollinger will perform all cost benefit analysis with the support of the graduate student who will focus upon data management.

Section 2: Experience

Christopher R. Bollinger is the Director of the Center for Business and Economic Research (CBER) and a Gatton Professor in the Department of Economics at the University of Kentucky. He is also an affiliate of the U.K. Poverty Research Center. He received his B.A. in Economics at Michigan State University and earned both an M.S. and Ph.D. in economics at the University of Wisconsin, Madison.

Dr. Bollinger has published over 20 academic research papers and over 15 reports and policy briefings. Dr. Bollinger's main area of expertise focuses on statistical methodology in economics and social sciences. As director of CBER, he has overseen projects collecting

primary survey data, including labor demand and supply surveys (Funded by the Kentucky Cabinet For Workforce Development), and tourism economic impact surveys (funded by Lexington Visitor and Convention Bureau and Keeneland). Over his career he has participated or led eight evaluation projects, including an evaluation of the impact of MARTA rail in Atlanta (funded by Federal Transportation Administration), the impact of government policy on sprawl in Atlanta (Funded by the Brookings Institute and the Lincoln Land Institute), the impact of local government structure on sprawl in Kentucky (Funded by Governor's office of Kentucky), the impact of policy changes on Food Stamp program participation of immigrants and refugees (funded by U.S. Department of Agriculture, Food and Nutrition Service, and the Wisconsin Institute for Research on Poverty), an evaluation of the unemployment insurance profiling program (funded by Kentucky department of Human Recourses and the U.S. Department of Labor), the impact of a toll bridge on economic growth in Northern Kentucky (funded by Northern Kentucky Chamber of Commerce), and the impact of intensive job search training on recently released felons in New York (funded by the Manhattan Institute).

The recent project measuring the impact of intensive job search training on recently released felons in New York, is perhaps most similar to the role of evaluator for the Housing First Project. The study was a randomized control study of a population with significant risk for incarceration and unemployment. We worked with Manhattan Institute as third party evaluator for a random control trial of a pilot program for job search training. We obtained and coded data on recidivism and employment post incarceration, and evaluated the program using the same methodology outlined above. We used estimates from the economic literature to provide cost-benefit analysis for the program similar to the approach discussed above.

Dr. Bollinger also has extensive experience in working with secure data including personal identifiers. He has been a Special Sworn Employee of the Bureau of the Census four times granting him access to Title 9 and Title 26 data at census. He has completed extensive training through census in proper security procedures appropriate to use of these data. In addition, Dr. Bollinger has worked with workforce data from the Kentucky Education Cabinet which contains individual identifiers and earnings data and housed those secure data in the Center on multiple previous occasions.

The Center for Business and Economic Research (CBER) is the applied business and economic research branch of the Gatton College of Business and Economics. Housed within the Department of Economics, CBER has a long history of conducting applied economic studies and is the leading source of information on the Kentucky economy. CBER conducts numerous studies for federal and state government agencies as well as private-sector clients. Research has focused on a variety of critical issues facing Kentucky and the nation. In particular, CBER has examined social and economic factors governing changes in the labor force and population. Our studies have examined unemployment insurance, labor market earnings and employment, labor productivity, child care and labor force issues, income inequality, and welfare programs. We also have extensive experience in research on health care reform and its effects on providers, patients, and the public. CBER has helped shape health care reform in Kentucky by examining the effects of rate-setting on the health care system, and studying job lock, or the reduction in job mobility, due to lack of health insurance portability.

The Center for Business and Economic Research is housed within the Gatton College of Business and Economics at the University of Kentucky. As part of the College, CBER has access to all of the facilities available to the Gatton College of Business. This includes meeting

and workspace all in close proximity to the expertise of the faculty and staff housed in the Gatton College of Business. CBER has ample meeting and work space to facilitate research projects including office space for research assistants. CBER also has its own office equipment including printers and a photocopier that are designated solely for CBER's use in addition to having access to other equipment in the College.

CBER also has access to state of the art equipment and software. The Gatton College has an on-site computer lab as well as an information technology team to manage and assist faculty and staff, including CBER, with technology needs. Additionally, CBER has its own server in a secure area to house any sensitive data. CBER regularly upgrades all equipment and software to meet the highest research standards. CBER also maintains a library that serves both CBER and the Economics Department.

In addition to Dr. Bollinger a graduate student research assistant in the Center for Business and Economic Research will participate in the project. Research Assistants in CBER are Ph.D. candidates in the economics program at the University of Kentucky and have obtained a Master's Degree in Economics. Each student has trained in statistical analysis and data management. They bring strong analytic and computer skills to the project. Dr. Bollinger will provide close supervision of the student. Undergraduate students are selected from the top Economics majors in the department and bring strong data management skills.

Section 3: Deliverables

The Center will provide preliminary results summarizing both the outcomes and cost-benefit analysis by January 31, 2016 and each subsequent year as the grant continues. A draft final report will be prepared and delivered in December of 2017. Revisions to the draft will be made if necessary. The preliminary reports will include comparison of sample demographics,

comparison of current outcome measures, and monetized benefits as available. The final report will have complete analysis and conclusions including recommendations for future service delivery. All reports will be made available on the CBER web site for access by any interested individuals or organizations.

Preliminary reports will focus upon comparison of the treatment and control sample characteristics. Tables comparing past histories and treatment, comparing basic demographic information, as well as diagnosis and treatment plans will be the primary focus of preliminary reports. Evaluation of these programs typically examine a one year post enrollment time horizon. During the second and third year, the data on the first participants will begin to emerge and reports will begin to include initial outcome comparisons.

Dr. Bollinger will be available to present preliminary and final results to LFUCG, OHPI, Lexington Homeless services providers, and other interested parties. We will coordinate with OHPI to make at least one public presentation each year, coordinated with OHPI and LFUCG officials to have maximal impact, with up to two additional presentations possible as negotiated. If desired, CBER can prepare press releases to local news outlets, summarizing the findings. Dr. Bollinger will make himself available for interviews with interested news agencies.

Dr. Bollinger and the graduate student will also prepare (potentially in co-operation with interested member of the service provider) academic and scholarly articles summarizing the research findings of the program. Through presentations at professional conferences and submission to high quality academic journals, we will disseminate the findings to the scientific community as well.

Section 4: Budget Narrative

Personnel: Dr. Bollinger is requesting ½ month of time based upon his annual academic year salary. This provides Dr. Bollinger with sufficient time to meet regularly with members of OHPI and the provider, to oversee the graduate student and to make presentations to the community.

We request 6 months of graduate time. Graduate students are part time workers and typically work 20 hours per week. The graduate student will compile data and perform basic analysis under the supervision of Dr. Bollinger. Graduate students receive a \$12,000 per year stipend, the amount requested is appropriately pro-rated.

Undergraduate students are paid at an hourly rate of \$10. Undergraduate research assistants are part time workers and typically work 10 hours per week. Undergraduate research assistants at CBER will aid Dr. Bollinger in entry of survey data and compiling data.

Fringe Benefits: The fringe benefit rate for Dr. Bollinger is 21.05% which includes payroll taxes, retirement, and life insurance. Graduate students fringe benefits include tuition (broken out separately), health insurance, and an 8.45% fringe rate (covering payroll taxes). Tuition for graduate students is considered part of the remuneration package and we request one semester per year. Graduate student tuition is currently \$11,500. Undergraduate student fringe rates are 8.45% covering payroll taxes.

Data Collection: Per instructions we have included \$800 for purchase of the KY-HMIS license. We have also included \$2500 for purchase of access time at the Kentucky Department of Workforce management per discussion with Commissioner Brinly and to cover costs of obtaining criminal background reports. If the LFUCG has a cooperative agreements, this may be

reduced. A number of on-line resources can be used to obtain criminal records and background checks.

Supplies: We request \$100 for printing of reports. Reports will primarily be made available in electronic form, through the CBER web site. Hard copy reports will be provided to LFUCG, OHPI, and the provider. Other hard copy reports may be produced if negotiated.

Indirect Rate: Based on current Facilities and Administrative Cost Agreement, Other Sponsored Activities rate 31.5%.

Table 1 below provides a complete breakdown of all items for the first year of the budget. Table 2 provides Summaries for two additional years. Salaries are scheduled to rise at 3% rate for faculty, but not for graduate students. Health insurance is scheduled to rise at a 3% rate as well. Tuition is scheduled to rise by \$250 each year per semester, according to the Graduate school.

Table 1: First Year Budget (FY 2014-2015)

	Months	Salary Requested	Fringe Benefits	Total Requested
Bollinger	0.50	9214.00	1939.55	11153.55
graduate student	6.00	8000.00	2009.33	10009.33
undergraduate student(s)	4.00	2133.33	180.27	2313.60
Total Personnel				23476.48
Supplies				100.00
Data Access				2500.00
Software License, KY-HMIS				800.00
Tuition				5500.00
Total Direct Costs				32376.48
Indirect Costs	Indirect Rate	0.315		8466.09
Total Costs				40842.57

Table 2: Total Budget Summary

Category	Year 1	Year 2	Year 3	Total
Total Personnel	23476.48	23851.09	24236.93	71564.50
Supplies	100.00	100.00	100.00	300.00
Data Access	2500.00	2500.00	2500.00	7500.00
Software License	800.00	800.00	800.00	2400.00
Tuition	5500.00	5750.00	6000.00	17250.00
Equipment	0.00	0.00	0.00	0.00
Total Direct Costs	32376.48	33001.09	33636.93	99014.50
Indirect Costs	8466.09	8584.09	8705.63	25755.82
Total Costs	40842.57	41585.18	42342.57	124770.32

AFFIDAVIT

Comes the Affiant, University of Kentucky Research Foundation, and after being first duly sworn, states under penalty of perjury as follows:

1. His/her name is Deborah K. Davis and he/she is the individual submitting the proposal or is the authorized representative of University of Kentucky Research Foundation, the entity submitting the proposal (hereinafter referred to as "Proposer").
2. Proposer will pay all taxes and fees, which are owed to the Lexington-Fayette Urban County Government at the time the proposal is submitted, prior to award of the contract and will maintain a "current" status in regard to those taxes and fees during the life of the contract.
3. Proposer will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the contract.
4. Proposer has authorized the Division of Central Purchasing to verify the above-mentioned information with the Division of Revenue and to disclose to the Urban County Council that taxes and/or fees are delinquent or that a business license has not been obtained.
5. Proposer has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky within the past five (5) years and the award of a contract to the Proposer will not violate any provision of the campaign finance laws of the Commonwealth.
6. Proposer has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as "Ethics Act."

Continued on next page

7. Proposer acknowledges that "knowingly" for purposes of this Affidavit means, with respect to conduct or to circumstances described by a statute or ordinance defining an offense, that a person is aware or should have been aware that his conduct is of that nature or that the circumstance exists.

Further, Affiant sayeth naught.

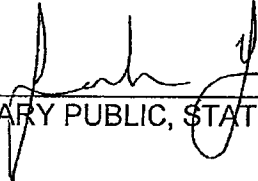
WC
 11-3-14
Deborah K, Davis, Associate Director, UKRF

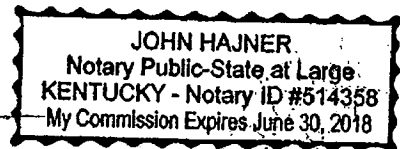
STATE OF Kentucky

COUNTY OF Fayette

The foregoing instrument was subscribed, sworn to and acknowledged before me by DEBORAH K. DAVIS on this the 3rd day of NOVEMBER, 2014.

My Commission expires: JUNE 30, 2018


NOTARY PUBLIC, STATE AT LARGE



EQUAL OPPORTUNITY AGREEMENT

The Law

- Title VII of the Civil Rights Act of 1964 (amended 1972) states that it is unlawful for an employer to discriminate in employment because of race, color, religion, sex, age (40-70 years) or national origin.
- Executive Order No. 11246 on Nondiscrimination under Federal contract prohibits employment discrimination by contractor and sub-contractor doing business with the Federal Government or recipients of Federal funds. This order was later amended by Executive Order No. 11375 to prohibit discrimination on the basis of sex.
- Section 503 of the Rehabilitation Act of 1973 states:

The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap.

- Section 2012 of the Vietnam Era Veterans Readjustment Act of 1973 requires Affirmative Action on behalf of disabled veterans and veterans of the Vietnam Era by contractors having Federal contracts.
- Section 206(A) of Executive Order 12086, Consolidation of Contract Compliance Functions for Equal Employment Opportunity, states:

The Secretary of Labor may investigate the employment practices of any Government contractor or sub-contractor to determine whether or not the contractual provisions specified in Section 202 of this order have been violated.

The Lexington-Fayette Urban County Government practices Equal Opportunity in recruiting, hiring and promoting. It is the Government's intent to affirmatively provide employment opportunities for those individuals who have previously not been allowed to enter into the mainstream of society. Because of its importance to the local Government, this policy carries the full endorsement of the Mayor, Commissioners, Directors and all supervisory personnel. In following this commitment to Equal Employment Opportunity and because the Government is the benefactor of the Federal funds, it is both against the Urban County Government policy and illegal for the Government to let contracts to companies which knowingly or unknowingly practice discrimination in their employment practices. Violation of the above mentioned ordinances may cause a contract to be canceled and the contractors may be declared ineligible for future consideration.

Please sign this statement in the appropriate space acknowledging that you have read and understand the provisions contained herein. Return this document as part of your application packet.

Bidders

I/We agree to comply with the Civil Rights Laws listed above that govern employment rights of minorities, women, Vietnam veterans, handicapped and aged persons.

WC [Signature]
Signature 11-3-14

University of Kentucky Research Foundation
Name of Business

WORKFORCE ANALYSIS FORM

Name of Organization: University of Kentucky Research Foundation

Date: 11 / 3 / 14

Categories	Total	White		Latino		Black		Other		Total	
		M	F	M	F	M	F	M	F	M	F
Administrators	536	254	243	0	2	12	13	7	5	273	263
Professionals	4,496	1,439	2,604	14	34	63	126	102	114	1,618	2,878
Superintendents											
Supervisors											
Foremen----- Faculty	2,191	1,092	676	35	25	44	42	197	80	1,368	823
Technicians											
Protective Service											
Para-Professionals	1,469	497	756	6	18	36	91	25	40	564	905
Office/Clerical	2,334	235	1,752	5	16	27	252	7	40	274	2,060
Skilled Craft	192	166	2	0	0	20	1	3	0	189	3
Service/Maintenance	1,123	507	256	1	6	191	135	8	19	707	416
Total:	12,341	4,190	6,289	61	101	393	660	349	298	4,993	7,348

Prepared by: Rita Booth, College Grants Officer, with assistance from the UK Institutional Equity and Equal Opportunity Office

Name & Title



LFUCG MWDBE PARTICIPATION FORM

Bid/RFP/Quote Reference # 60-2014

The MWDBE subcontractors listed have agreed to participate on this Bid/RFP/Quote. If any substitution is made or the total value of the work is changed prior to or after the job is in progress, it is understood that those substitutions must be submitted to Central Purchasing for approval immediately.

MWDBE Company, Name, Address, Phone, Email	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1. None			
2.			
3.			
4.			

The undersigned company representative submits the above list of MWDBE firms to be used in accomplishing the work contained in this Bid/RFP/Quote. Any misrepresentation may result in the termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and false claims.

University of Kentucky Research Foundation
Company

Deborah K. Davis
Company Representative

11/3/14
Date

Associate Director, UKRF
Title



MWDBE QUOTE SUMMARY FORM

Bid/RFP/Quote Reference # 60-2014

The undersigned acknowledges that the minority subcontractors listed on this form did submit a quote to participate on this project.

Company Name University of Kentucky Research Fdn	Contact Person Christopher Bollinger
Address/Phone/Email Center for Business and Economic Research Gatton College of Business & Economics Lexington, KY 40506 859-257-7678 cber@uky.edu	Bid Package / Bid Date

MWDBE Company Address	Contact Person	Contact Information (work phone, Email, cell)	Date Contacted	Services to be performed	Method of Communication (email, phone meeting, ad, event etc)	Total dollars \$\$ Do Not Leave Blank (Attach Documentation)	MBE * AA HA AS NA Female
None							

(MBE designation / AA=African American / HA= Hispanic American/AS = Asian American/Pacific Islander/ NA= Native American)

The undersigned acknowledges that all information is accurate. Any misrepresentation may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and claims.

University of Kentucky Research Foundation
Company

Deborah K. Davis
Company Representative

11/3/14
Date

Associate Director, UKRF
Title

LFUCG STATEMENT OF GOOD FAITH EFFORTS

Bid/RFP/Quote # _____

By the signature below of an authorized company representative, we certify that we have utilized the following Good Faith Efforts to obtain the maximum participation by MWDBE business enterprises on the project and can supply the appropriate documentation.

- _____ Advertised opportunities to participate in the contract in at least two (2) publications of general circulation media; trade and professional association publications; small and minority business or trade publications; and publications or trades targeting minority, women and disadvantaged businesses not less than fifteen (15) days prior to the deadline for submission of bids to allow MWDBE firms to participate.

- _____ Included documentation of advertising in the above publications with the bidders good faith efforts package

- _____ Attended LFUCG Central Purchasing Economic Inclusion Outreach event

- _____ Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs of subcontracting opportunities

- _____ Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms

- _____ Requested a list of MWDBE subcontractors or suppliers from LFUCG Economic Engine and showed evidence of contacting the companies on the list(s).

- _____ Contacted organizations that work with MWDBE companies for assistance in finding certified MWDBE firms to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.

- _____ Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs soliciting their participation in the contract not

less than seven (7) days prior to the deadline for submission of bids to allow them to participate effectively.

_____ Followed up initial solicitations by contacting MWDBEs to determine their level of interest.

_____ Provided the interested MWDBE firm with adequate and timely information about the plans, specifications, and requirements of the contract.

_____ Selected portions of the work to be performed by MWDBE firms in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MWDBE participation, even when the prime contractor may otherwise perform these work items with its own workforce

_____ Negotiated in good faith with interested MWDBE firms not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached.

_____ Included documentation of quotations received from interested MWDBE firms which were not used due to uncompetitive pricing or were rejected as unacceptable and/or copies of responses from firms indicating that they would not be submitting a bid.

_____ Bidder has to submit sound reasons why the quotations were considered unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a MWDBE quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE goals.

_____ Made an effort to offer assistance to or refer interested MWDBE firms to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal

_____ Made efforts to expand the search for MWDBE firms beyond the usual geographic boundaries.

_____ Other - any other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include MWDBE participation.

Failure to submit any of the documentation requested in this section may be cause for rejection of bid. Bidders may include any other documentation deemed relevant to this requirement. Documentation of Good Faith Efforts are to be submitted with the Bid, if the participation Goal is not met.

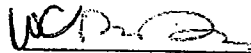
The undersigned acknowledges that all information is accurate. Any misrepresentations may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and claims.

Please note:

The University of Kentucky is a state controlled institution of higher education, and as such, must abide by state procurement laws. The Purchasing Division at the University of Kentucky performs the purchasing and capital construction contracting functions in accordance with KRS 164A.555 to KRS 164A.630. University departments and administrators do not have authority to sign contracts that obligate the University for goods and services. The University's Purchasing Division has established contracts for internal clients to utilize to obtain quality goods and services as the best value to the University.

University of Kentucky Research Foundation
Company

11-3-14
Date



Deborah K. Davis

Company Representative

Associate Director

Title

GENERAL PROVISIONS

1. Each Respondent shall comply with all Federal, State & Local regulations concerning this type of service or good.

The Respondent agrees to comply with all statutes, rules, and regulations governing safe and healthful working conditions, including the Occupational Health and Safety Act of 1970, 29 U.S.C. 650 *et. seq.*, as amended, and KRS Chapter 338. The Respondent also agrees to notify the LFUCG in writing immediately upon detection of any unsafe and/or unhealthful working conditions at the job site. The Respondent agrees to indemnify, defend and hold the LFUCG harmless from all penalties, fines or other expenses arising out of the alleged violation of said laws.

2. Failure to submit ALL forms and information required in this RFP may be grounds for disqualification.
3. Addenda: All addenda, if any, shall be considered in making the proposal, and such addenda shall be made a part of this RFP. Before submitting a proposal, it is incumbent upon each proposer to be informed as to whether any addenda have been issued, and the failure to cover in the bid any such addenda may result in disqualification of that proposal.
4. Proposal Reservations: LFUCG reserves the right to reject any or all proposals, to award in whole or part, and to waive minor immaterial defects in proposals. LFUCG may consider any alternative proposal that meets its basic needs.
5. Liability: LFUCG is not responsible for any cost incurred by a Respondent in the preparation of proposals.
6. Changes/Alterations: Respondent may change or withdraw a proposal at any time prior to the opening; however, no oral modifications will be allowed. Only letters, or other formal written requests for modifications or corrections of a previously submitted proposal which is addressed in the same manner as the proposal, and received by LFUCG prior to the scheduled closing time for receipt of proposals, will be accepted. The proposal, when opened, will then be corrected in accordance with such written request(s), provided that the written request is contained in a sealed envelope which is plainly marked "modifications of proposal".
7. Clarification of Submittal: LFUCG reserves the right to obtain clarification of any point in a bid or to obtain additional information from a Respondent.

8. Bribery Clause: By his/her signature on the bid, Respondent certifies that no employee of his/hers, any affiliate or Subcontractor, has bribed or attempted to bribe an officer or employee of the LFUCG.
9. Additional Information: While not necessary, the Respondent may include any product brochures, software documentation, sample reports, or other documentation that may assist LFUCG in better understanding and evaluating the Respondent's response. Additional documentation shall not serve as a substitute for other documentation which is required by this RFP to be submitted with the proposal,
10. Ambiguity, Conflict or other Errors in RFP: If a Respondent discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, it shall immediately notify LFUCG of such error in writing and request modification or clarification of the document if allowable by the LFUCG.
11. Agreement to Bid Terms: In submitting this proposal, the Respondent agrees that it has carefully examined the specifications and all provisions relating to the work to be done attached hereto and made part of this proposal. By acceptance of a Contract under this RFP, proposer states that it understands the meaning, intent and requirements of the RFP and agrees to the same. The successful Respondent shall warrant that it is familiar with and understands all provisions herein and shall warrant that it can comply with them. No additional compensation to Respondent shall be authorized for services or expenses reasonably covered under these provisions that the proposer omits from its Proposal.
12. Cancellation: If the services to be performed hereunder by the Respondent are not performed in an acceptable manner to the LFUCG, the LFUCG may cancel this contract for cause by providing written notice to the proposer, giving at least thirty (30) days notice of the proposed cancellation and the reasons for same. During that time period, the proposer may seek to bring the performance of services hereunder to a level that is acceptable to the LFUCG, and the LFUCG may rescind the cancellation if such action is in its best interest.

A. Termination for Cause

- (1) LFUCG may terminate a contract because of the contractor's failure to perform its contractual duties
- (2) If a contractor is determined to be in default, LFUCG shall notify the contractor of the determination in writing, and may include a specified date by which the contractor shall cure the identified deficiencies. LFUCG may proceed with termination

if the contractor fails to cure the deficiencies within the specified time.

- (3) A default in performance by a contractor for which a contract may be terminated shall include, but shall not necessarily be limited to:
 - (a) Failure to perform the contract according to its terms, conditions and specifications;
 - (b) Failure to make delivery within the time specified or according to a delivery schedule fixed by the contract;
 - (c) Late payment or nonpayment of bills for labor, materials, supplies, or equipment furnished in connection with a contract for construction services as evidenced by mechanics' liens filed pursuant to the provisions of KRS Chapter 376, or letters of indebtedness received from creditors by the purchasing agency;
 - (d) Failure to diligently advance the work under a contract for construction services;
 - (e) The filing of a bankruptcy petition by or against the contractor; or
 - (f) Actions that endanger the health, safety or welfare of the LFUCG or its citizens.

B. At Will Termination

Notwithstanding the above provisions, the LFUCG may terminate this contract at will in accordance with the law upon providing thirty (30) days written notice of that intent, Payment for services or goods received prior to termination shall be made by the LFUCG provided these goods or services were provided in a manner acceptable to the LFUCG. Payment for those goods and services shall not be unreasonably withheld.

13. **Assignment of Contract:** The contractor shall not assign or subcontract any portion of the Contract without the express written consent of LFUCG. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that LFUCG shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of LFUCG.
14. **No Waiver:** No failure or delay by LFUCG in exercising any right, remedy, power or privilege hereunder, nor any single or partial exercise thereof, nor the exercise of any other right, remedy, power or privilege shall operate as a waiver hereof or thereof. No failure or delay by LFUCG in exercising any right, remedy, power or privilege under or in respect of this Contract shall

affect the rights, remedies, powers or privileges of LFUCG hereunder or shall operate as a waiver thereof.

15. Authority to do Business: The Respondent must be a duly organized and authorized to do business under the laws of Kentucky. Respondent must be in good standing and have full legal capacity to provide the services specified under this Contract. The Respondent must have all necessary right and lawful authority to enter into this Contract for the full term hereof and that proper corporate or other action has been duly taken authorizing the Respondent to enter into this Contract. The Respondent will provide LFUCG with a copy of a corporate resolution authorizing this action and a letter from an attorney confirming that the proposer is authorized to do business in the State of Kentucky if requested. All proposals must be signed by a duly authorized officer, agent or employee of the Respondent.
16. Governing Law: This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. In the event of any proceedings regarding this Contract, the Parties agree that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division. All parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to this Contract or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.
17. Ability to Meet Obligations: Respondent affirmatively states that there are no actions, suits or proceedings of any kind pending against Respondent or, to the knowledge of the Respondent, threatened against the Respondent before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of Respondent to perform its obligations under this Contract, or which question the legality, validity or enforceability hereof or thereof.
18. Contractor understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for any purpose whatsoever. Contractor is an independent contractor at all times during the performance of the services specified.
19. If any term or provision of this Contract shall be found to be illegal or unenforceable, the remainder of the contract shall remain in full force and such term or provision shall be deemed stricken.

WC [Signature]
Signature

11-3-11
Date



Sponsored Projects Administration
Office of the Vice President for Research
109 Kinkead Hall
Lexington, KY 40506-0057
859 257-9420
fax 859 323-1060
www.research.uky.edu/ospa

November 3, 2014

Lexington-Fayette Urban County Government
Room 338, Government Center
200 East Main Street
Lexington, KY, 40507

RE: RFP #60-2014 Third Party Evaluation of Housing First Program

Mr. Todd Slatin,

This proposal is being submitted for RFP #60-2014 on behalf of Dr. Christopher Bollinger with the University of Kentucky. The RFP contained the following terms and conditions that we would request be negotiated if awarded.

Page 26 General Provisions: Section 1 Indemnification and Hold Harmless

The Kentucky Constitution and several state statutes prohibit state institutions, such as the University of Kentucky and its agent the University of Kentucky Research Foundation, from accepting indemnification clauses, therefore we would request to revise this section to read: *"UKRF agrees to be responsible for claims arising as a result of its actions under this contract, but only in the manner and to the extent expressly permitted by KRS 44.072-44.160 or KRS 45A.235-.245; further, this contract is intended for the sole benefit of the parties hereto and no rights under this contract shall be bestowed upon any third party or parties as a result of this provisions contained herein."*

Page 27 General Provisions: Section 12 Termination

We would request to include language that allows termination by either party. Suggested language below.

"Either party may terminate this contract at any time if:

- 1. The other party materially breaches the terms of this contract; provided that the non-breaching party shall have given the breaching party written notice of such breach and the breaching party shall have failed to cure the same within (30) days after receipt of such notice.*
- 2. There is the loss or departure of key personnel that would jeopardize both the quality and time of performance or would make performance impractical with respect to budget contemplated for this contract and a mutually acceptable replacement cannot be found.*

blue.

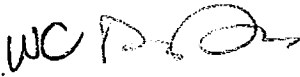
3. Performance of any part of this contract by a party is prevented or delayed by reason of Force Majeure and cannot be overcome by reasonable diligence to satisfaction of either party; or
4. The other party ceases, discontinues or indefinitely suspends its business activities related to the services to be provided under this contract, or the other party voluntarily or involuntarily files for bankruptcy.”

Page 29 General Provisions: Governing Law

Revise venue to Franklin County Circuit Court instead of Fayette County Circuit Court.

Thank you for your consideration of this proposal and if you have any questions please feel free to contact Wendy Compton at wendy.compton@uky.edu or (859)257-9420.

Sincerely,

Handwritten signature of Deborah K. Davis in black ink, consisting of the initials 'WC' followed by a stylized, cursive signature.

Deborah K. Davis
Associate Director, UKRF