

**AGREEMENT**

THIS AGREEMENT (hereinafter "Agreement"), made and entered into on the 10<sup>th</sup> day of November 2019, by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government of the COMMONWEALTH OF KENTUCKY created pursuant to KRS chapter 67A (hereinafter "Government"), 200 East Main Street, Lexington, Kentucky 40507, on behalf of its **OFFICE OF HOMELESSNESS PREVENTION AND INTERVENTION** (hereinafter "Sponsor"), and, **COMMUNITY ACTION COUNCIL FOR LEXINGTON-FAYETTE, BOURBON, HARRISON, AND NICHOLAS COUNTIES**, with offices located at 710 W. High Street (hereinafter "Organization").

**RECITALS**

**WHEREAS**, the Government and Sponsor desire to operate and provide an Intensive Street Case Management Program for the unsheltered population in Fayette County;

**WHEREAS**, the Government and Sponsor solicited Requests for Proposals from public organizations and private non-profit organizations to provide this plan through RFP 30-2019 – Street Outreach Program;

**WHEREAS**, the Organization submitted a proposal which was deemed by the Government and the Sponsor to be the best and most responsive proposal to develop, implement and provide a Street Outreach Program.

**WITNESSETH**

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

1. Government hereby retains Organization for the period beginning on November 1, 2019, and continuing for a period of one year, with the option to renew for two additional one (1) year terms. Either party may terminate this Agreement at any time and for any reason by providing the other party with at least sixty (60) days advance written notice of termination.

2. 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 #30-2019, consisting of 40 pages;
- B. Exhibit "B" – Organization's Formal Proposal to RFP #30-2019, consisting of 17 pages;
- C. Exhibit "C" – Proposal Modifications, consisting of 2 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 Exhibit "A", Exhibit "B", and then Exhibit "C".

3. Government shall pay Organization the sum of **Two Hundred Eighty Thousand and 00/100 Dollars (\$280,000.00)**. Payments for services required by this Agreement, said services being more particularly described in pages 89 through 100 of Exhibit "B" attached hereto and incorporated herein by reference one-fourth (1/4th) of which shall be payable in February 2020 or shortly thereafter

upon receipt of an invoice, with one-fourth (1/4th) payable each quarter thereafter upon submission of a quarterly financial report, detailed program report and invoice. Quarterly financial reports, invoices, and detailed program reports shall be submitted by the second Friday in the months of February, May, August, and November. All reports shall reflect the services and programs directly related to the funding provided by Lexington-Fayette Urban County Government with emphasis on measurable outcomes, and specifically outlined in the funding application. Forms for all reports will be provided.

4. In the event of termination of this Agreement by Government as provided for in paragraph 1 above, Organization shall be entitled to that portion of total compensation due under this Agreement as the service rendered bears to the service required herein.

5. Organization shall perform all duties and services included in their response Exhibit "B" and Exhibit "C" attached hereto faithfully and satisfactorily at the time, place and for the duration prescribed herein. Compensation paid pursuant to this Agreement shall be used exclusively for the services set forth in said Exhibits and for no other purpose. Any alteration in the nature of such services and duties constitutes an amendment to this Agreement and must be in writing signed by both parties. Organization shall keep itself fully informed of all federal and state laws and all municipal ordinances and regulations in any manner affecting the work or performance of this Agreement, and shall at all times observe and comply with such laws, ordinances and regulations, whether or not such laws, ordinances or regulations are mentioned herein, and shall indemnify Government,

its officers, agents and employees against any claim or liability arising from and based on the Organization's violation of any such laws, ordinances or regulations.

6. Organization represents that it has filed all federal, state and local income tax returns required by law in the legally prescribed time and manner. This Agreement shall not become effective unless and until copies of all of the executed originals of the aforementioned tax returns filed for the Organization have been registered for the current tax year by the Organization in the office of the Sponsor(s), and the Organization shall not be compensated unless and until such registration has taken place.

7. The Organization shall, on such forms as the Sponsors shall provide, submit to Sponsors a report and financial statement which summarize the year's activities regarding the services enumerated in the Exhibits attached hereto by the second Friday of November 2020.

8. Books of accounts shall be kept by the Organization and entries shall be made therein of all money, goods, effects, debts, sales, purchases, receipts, payments and any other transactions of the Organization. The books of accounts, together with all bonds, notes, bills, letters and other writings belonging to the Organization, shall be maintained at the principal place of business of the Organization as set forth in this Agreement. Government shall have free and complete access to the books, papers and affairs of the Organization, that relate to the performance of this Agreement, at all reasonable times, and if it desires, it may have the books and papers of the Organization, that relate to the performance

of this Agreement, audited and examined by auditors, accountants or attorneys. Any examination shall be at the expense of the Government.

9. Government may designate such persons as may be necessary to monitor and evaluate the services rendered by the Organization. The Government, its agents and employees, shall, at all times, have unrestricted access to all places where or in which the services required hereunder are being carried on and conducted. This includes access to all data collected by the Organization in the course of delivering services under this Agreement. Inspection and monitoring of the work by these authorities shall in no manner be presumed to relieve in any degree the responsibility or obligations of Organization, nor to constitute the Organization as an agent of the Government.

10. Organization shall provide equal opportunity in employment for all qualified persons, shall prohibit discrimination in employment because of race, color, creed, national origin, sex or age, shall promote equal employment, and shall cause each of its subcontracting agencies to do so. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.

11. Organization shall adopt a written sexual harassment policy, which shall, at a minimum, contain a statement of current law; a list of prohibited behaviors; a complaint process; and a procedure which provides for a confidential investigation of all complaints. The policy shall be given to all employees and clients and shall be posted at all locations where Organization conducts business.

The policy shall be submitted to Sponsor(s) for review within thirty (30) days of the execution of this Agreement.

12. Organization shall not assign any interest, obligation, or benefit of this Agreement or transfer any interest in the same, whether by assignment or novation, without prior written consent of LFUCG.

13. Organization expressly agrees to abide the General Conditions and Risk Management Provisions included in Exhibit "A" which is attached hereto and incorporated herein by reference.

14. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. Organization acknowledges and agrees that any claims, legal proceedings or litigation arising in connection with this Agreement or the Services provided hereunder shall be brought solely in Fayette County, Kentucky.

15. This Agreement and the documents, incorporated herein, contain the entire agreement between the parties, and no statement, promises or inducements made 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 the parties and endorsed hereon.

16. If any particular provision of this Agreement is determined to be invalid or unenforceable, that determination will not affect any other provision hereto, which will be construed in all respects as if the invalid or unenforceable provision were omitted. No extension, modification, or amendment of this

Agreement will be effective unless it is described in writing and signed by the Parties.

17. Notice – Any written notice required by this Agreement shall be delivered by certified mail, return receipt requested, to the following:

For Organization:

Community Action Council for Lexington-Fayette,  
Bourbon, Harris, and Nicholas Counties, Inc,  
710 West High Street  
Lexington, KY 40576  
Attn: Sharon Price, Executive Director

For Government:

Lexington-Fayette Urban County Government  
101 East Vine Street  
Lexington, Kentucky 40507  
Attn: Polly Ruddick, Director  
Office of Homelessness  
Prevention & Intervention

IN WITNESS WHEREOF, the parties have executed this Agreement at Lexington, Kentucky, the day and year first above written.

LEXINGTON-FAYETTE URBAN  
COUNTY GOVERNMENT

BY: *Linda Gorton*  
LINDA GORTON, MAYOR

ATTEST:

*Maellany Summers*  
Deputy Clerk of the Urban County Council

COMMUNITY ACTION COUNCIL FOR

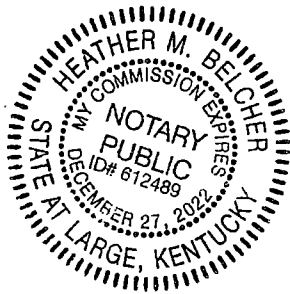
LEXINGTON-FAYETTE, BOURBON, HARRIS,  
AND NICHOLAS COUNTIES, INC.

BY: *Sharon Price*  
SHARON PRICE, EXECUTIVE DIRECTOR

COMMONWEALTH OF KENTUCKY

COUNTY OF (Fayette)

The foregoing instrument was subscribed, sworn to and acknowledged  
before me by Sharon Price as Executive Director for and on behalf of Community  
Action Council for Lexington-Fayette, Bourbon, Harris, and Nicholas Counties, Inc.,  
on this the 16<sup>th</sup> day of October, 2019.



*Heather M. Belcher*  
NOTARY PUBLIC

My commission expires: 12/27/22





# **Lexington-Fayette Urban County Government**

## **Request for Proposals**

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The Lexington-Fayette Urban County Government hereby requests proposals for **RFP #30-2019 Street Outreach 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 **July 25, 2019**.

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 #30-2019 Street Outreach 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), (1) electronic version in PDF format on a flashdrive or CD and three (3) 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. Project Design 30 points
2. Services and Outcomes 15 points
3. Sustainability 20 points
4. Organizational Capacity and Experience 20 points
5. Budget/Budget Narrative 15 points

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 submitted via IonWave at: <https://lexingtonky.ionwave.net>

## 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 \_\_\_\_\_, 20\_\_.

My Commission expires: \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC, STATE AT LARGE



## EQUAL OPPORTUNITY AGREEMENT

### Standard Title VI Assurance

The Lexington Fayette-Urban County Government, (hereinafter referred to as the "Recipient") hereby agrees that as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation, it will comply with Title VI of the Civil Rights Act of 1964, 78Stat.252, 42 U.S.C. 2000d-4 (hereinafter referred to as the "Act"), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, (49 CFR, Part 21) Nondiscrimination in Federally Assisted Program of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the "Regulations") and other pertinent directives, no person in the United States shall, on the grounds of race, color, national origin, sex, age (over 40), religion, sexual orientation, gender identity, veteran status, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient receives Federal financial assistance from the U.S. Department of Transportation, including the Federal Highway Administration, and hereby gives assurance that will promptly take any necessary measures to effectuate this agreement. This assurance is required by subsection 21.7(a) (1) of the Regulations.

### 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: \_\_\_\_\_

Categories	Total	White (Not Hispanic or Latino)		Hispanic or Latino		Black or African-American (Not Hispanic or Latino)		Native Hawaiian and Other Pacific Islander (Not Hispanic or Latino)		Asian (Not Hispanic or Latino)		American Indian or Alaskan Native (not Hispanic or Latino)		Two or more races (Not Hispanic or Latino)		Total	
		M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
Administrators																	
Professionals																	
Superintendents																	
Supervisors																	
Foremen																	
Technicians																	
Protective																	
Para-																	
Office/Clerical																	
Skilled Craft																	
Service/Maintena																	
<b>Total:</b>																	

Prepared by: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

*(Name and Title)*

*Revised 2015-Dec-15*

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 Lexington Fayette Urban County Government also has set a goal that not less than three percent (3%) of the total value of this Contract be subcontracted to Veteran-owned Small Businesses. The goal for the utilization of Disadvantaged Business Enterprises as well Veteran –owned Small Businesses 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:

Sherita Miller, MPA, Division of Central Purchasing  
Lexington-Fayette Urban County Government  
200 East Main Street, 3rd Floor, Room 338  
Lexington, Kentucky 40507  
[smiller@lexingtonky.gov](mailto:smiller@lexingtonky.gov)

Firm Submitting Proposal: \_\_\_\_\_

Complete Address: \_\_\_\_\_  
Street City Zip

Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Email address: \_\_\_\_\_

**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), Disadvantaged (DBE) Business Enterprises and Veteran-Owned Small Businesses (VOSB) 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.**
- 4) The LFUCG has also established a 3% of total procurement costs as a Goal for participation for of Veteran-Owned Businesses.
- 5) **It is therefore a request of each Bidder to include in its bid, the same goal (3%) for Veteran-Owned 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, Woman-Owned or Veteran-Owned subcontractors and suppliers for work done or materials purchased for this contract. (See Subcontractor Monthly Payment Report)
- 2) Replacement of a Minority-Owned, Woman-Owned or Veteran-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 and Veteran-Owned 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, managed and controlled 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, managed and controlled by one or more women.

- 3) A Disadvantaged Business (DBE) is defined as a business which is certified as being at least 51% owned, managed and controlled by a person(s) that are economically and socially disadvantaged.
- 4) A Veteran-Owned Small Business (VOSB) is defined as a business which is certified as being at least 51% owned, managed and controlled by a veteran and/or a service disabled veteran.
- 5) 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 and Veteran-Owned 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 or delay in contract award.**

#### 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 and/or Veteran 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 and Veteran-Owned businesses 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 and/or Veteran-Owned businesses of subcontracting opportunities
- e. Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms and Veteran-Owned businesses.
- f. Requested a list of MWDBE and/or Veteran subcontractors or suppliers from LFUCG 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 and Veteran-Owned businesses to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.
- d. Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs and/or Veteran-Owned businesses 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.
- e. Followed up initial solicitations by contacting MWDBEs and Veteran-Owned Businesses to determine their level of interest.
- j. Provided the interested MWDBE firm and/or Veteran-Owned business 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 and/or Veteran-Owned businesses 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 and Veteran 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 and Veteran-Owned businesses 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 and Veteran-Owned businesses 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 and/or Veteran-Owned business's quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE and Veteran goals.



o. Made an effort to offer assistance to or refer interested MWDBE firms and Veteran-Owned businesses 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 and Veteran-Owned businesses 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 and Veteran participation.

**Note: 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 which is subject to review by the MBE Liaison. Documentation of Good Faith Efforts must be submitted with the Bid, if the participation Goal is not met.**



## MINORITY BUSINESS ENTERPRISE PROGRAM

Sherita Miller, MPA  
Minority Business Enterprise Liaison  
Division of Central Purchasing  
Lexington-Fayette Urban County Government  
200 East Main Street  
Lexington, KY 40507  
[smiller@lexingtonky.gov](mailto:smiller@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 484-2017 – A Certified Minority, Women and Disadvantaged Business Enterprise ten percent (10%) minimum goal and a three (3%) minimum goal for Certified Veteran-Owned Small Businesses and Certified Service Disabled Veteran – Owned Businesses for government contracts.

The resolution states the following definitions shall be used for the purposes of reaching these goals (a full copy is available in Central Purchasing):

***Certified Disadvantaged Business Enterprise (DBE)*** – a business in which at least fifty-one percent (51%) is owned, managed and controlled by a person(s) who is socially and economically disadvantaged as defined by 49 CFR subpart 26.

***Certified Minority Business Enterprise (MBE)*** – a business in which at least fifty-one percent (51%) is owned, managed and controlled by an ethnic minority (i.e. African American, Asian American/Pacific Islander, Hispanic Islander, Native American/Native Alaskan Indian) as defined in federal law or regulation as it may be amended from time-to-time.

***Certified Women Business Enterprise (WBE)*** – a business in which at least fifty-one percent (51%) is owned, managed and controlled by a woman.

***Certified Veteran-Owned Small Business (VOSB)*** – a business in which at least fifty-one percent (51%) is owned, managed and controlled by a veteran who served on active duty with the U.S. Army, Air Force, Navy, Marines or Coast Guard.

***Certified Service Disabled Veteran Owned Small Business (SDVOSB)*** – a business in which at least fifty-one percent (51%) is owned, managed and controlled by a disabled veteran who served on active duty with the U.S. Army, Air Force, Navy, Marines or Coast Guard.

The term “Certified” shall mean the business is appropriately certified, licensed, verified, or validated by an organization or entity recognized by the Division of Purchasing as having the appropriate credentials to make a determination as to the status of the business.

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 and Veteran-Owned Small Businesses in (<https://lexingtonky.ionwave.net>)

<b>Business</b>	<b>Contact</b>	<b>Email Address</b>	<b>Phone</b>
<b>LFUCG</b>	Sherita Miller	<a href="mailto:smiller@lexingtonky.gov">smiller@lexingtonky.gov</a>	859-258-3323
<b>Commerce Lexington – Minority Business Development</b>	Tyrone Tyra	<a href="mailto:ttyra@commercelexington.com">ttyra@commercelexington.com</a>	859-226-1625
<b>Tri-State Minority Supplier Diversity Council</b>	Susan Marston	<a href="mailto:smarston@tsmsdc.com">smarston@tsmsdc.com</a>	502-365-9762
<b>Small Business Development Council</b>	Shawn Rogers UK SBDC	<a href="mailto:shawn.rogers@uky.edu">shawn.rogers@uky.edu</a>	859-257-7666
<b>Community Ventures Corporation</b>	Phyllis Alcorn	<a href="mailto:palcorn@cvky.org">palcorn@cvky.org</a>	859-231-0054
<b>KY Transportation Cabinet (KYTC)</b>	Melvin Bynes	<a href="mailto:Melvin.bynes2@ky.gov">Melvin.bynes2@ky.gov</a>	502-564-3601
<b>KYTC Pre-Qualification</b>	Shella Eagle	<a href="mailto:Shella.Eagle@ky.gov">Shella.Eagle@ky.gov</a>	502-782-4815
<b>Ohio River Valley Women’s Business Council (WBENC)</b>	Sheila Mixon	<a href="mailto:smixon@orvwbc.org">smixon@orvwbc.org</a>	513-487-6537
<b>Kentucky MWBE Certification Program</b>	Yvette Smith, Kentucky Finance Cabinet	<a href="mailto:Yvette.Smith@ky.gov">Yvette.Smith@ky.gov</a>	502-564-8099
<b>National Women Business Owner’s Council (NWBOC)</b>	Janet Harris-Lange	<a href="mailto:janet@nwvoc.org">janet@nwvoc.org</a>	800-675-5066
<b>Small Business Administration</b>	Robert Coffey	<a href="mailto:robertcoffey@sba.gov">robertcoffey@sba.gov</a>	502-582-5971
<b>LaVoz de Kentucky</b>	Andres Cruz	<a href="mailto:lavozdeky@yahoo.com">lavozdeky@yahoo.com</a>	859-621-2106
<b>The Key News Journal</b>	Patrice Muhammad	<a href="mailto:production@keynewsjournal.com">production@keynewsjournal.com</a>	859-685-8488



**LFUCG MWDBE PARTICIPATION FORM**

Bid/RFP/Quote Reference # \_\_\_\_\_

The MWDBE and/or veteran 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. **Failure to submit a completed form may cause rejection of the bid.**

MWDBE Company, Name, Address, Phone, Email	MBE WBE or DBE	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 and/or veteran 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 and/or veteran subcontractors listed on this form did submit a quote to participate on this project. Failure to submit this form may cause rejection of the bid.

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	Veteran

(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. The LFUCG also has a 3% goal plan adopted by cited council to increase the participation of veteran owned businesses in the procurement process. In order to measure that goal LFUCG will track spending with MWDBE and Veteran contractors 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** \_\_\_\_\_

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

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 and Veteran-Owned 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 and Veteran-Owned businesses 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 and/or Veteran-Owned Businesses of subcontracting opportunities

\_\_\_\_\_ Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms and Veteran-Owned businesses

\_\_\_\_\_ Requested a list of MWDBE and/or Veteran subcontractors or suppliers from LFUCG 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 and Veteran-Owned businesses 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 and Veteran-Owned businesses to determine their level of interest.

\_\_\_\_\_ Provided the interested MWDBE firm and/or Veteran-Owned business 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 and/or Veteran-Owned businesses 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 and Veteran participation, even when the prime contractor may otherwise perform these work items with its own workforce

\_\_\_\_\_ Negotiated in good faith with interested MWDBE firms and Veteran-Owned businesses 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 and Veteran-Owned businesses 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 and/or Veteran-Owned business's quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE and Veteran goals.

\_\_\_\_\_ Made an effort to offer assistance to or refer interested MWDBE firms and Veteran-Owned businesses 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 MWBE firms and Veteran-Owned businesses 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 and Veteran participation.

**NOTE: 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 which is subject to approval by the MBE Liaison. Documentation of Good Faith Efforts must 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 and IonWave Q&A, 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.
20. Contractor [or Vendor or Vendor's Employees] will not appropriate or make use of the Lexington-Fayette Urban County Government (LFUCG) name or any of its trade or service marks or property (including but not limited to any logo or seal), in any promotion, endorsement, advertisement, testimonial or similar use without the prior written consent of the government. If such consent is granted LFUCG reserves the unilateral right, in its sole discretion, to immediately terminate and revoke such use for any reason whatsoever. Contractor agrees that it shall cease and desist from any unauthorized use immediately upon being notified by LFUCG.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**RISK MANAGEMENT PROVISIONS  
INSURANCE AND INDEMNIFICATION**

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**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.
- (6) LFUCG is a political subdivision of the Commonwealth of Kentucky. CONSULTANT acknowledges and agrees that LFUCG is unable to provide indemnity or otherwise save, hold harmless, or defend the CONSULTANT in any manner.

**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 (Insurance Services Office Form CG 00 01)	\$1 million per occurrence, \$2 million aggregate or \$2 million combined single limit
Commercial Automobile Liability (Insurance Services Office Form CA 0001)	combined single, \$1 million per occurrence
Worker's Compensation	Statutory
Employer's Liability	\$100,000.00
Excess/Umbrella Liability	\$1 million per occurrence

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 include a Products and Completed Operations endorsement or Premises and Operations Liability endorsement and a Products Liability endorsement unless they are deemed not to apply by LFUCG.
- d. 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.
- e. 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.

- f. 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.
- g. 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.

#### Safety and Loss Control

CONSULTANT shall comply with all applicable federal, state, and local safety standards related to the performance of its works or services under this Agreement and take necessary action to protect the life, health and safety and property of all of its personnel on the job site, the public, and LFUCG.

#### 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.

## **Background**

In 2013, the Mayor's Commission on Homelessness issued a report containing recommendations for reducing and preventing homelessness in Lexington. Among the Commission's recommendations was the startup of a Street Outreach Program to provide assertive contact with people experiencing homelessness and offer them access to housing and other assistance.

This issue was originally addressed in 2015 with a project to provide direct, assertive connections with people who are unsheltered. The target population for this project was anyone experiencing homelessness who is unsheltered.

As of summer 2018, Lexington has an average of 125 individuals unsheltered and in the cold months, an average of 30 individuals. The Office of Homelessness Prevention and Intervention (OHPI) identified Intensive Street Outreach as a gap in Lexington's homelessness services network. Based on the current landscape of programs, OHPI seeks to restructure the street outreach program into an intensive street case management program expanding from its original intent of "contacts" to include ongoing intensive case management for those unsheltered.

The Intensive Street Outreach team would be located in the downtown Lexington area and include, but not be limited to, a licensed clinical therapist, a peer specialist, and a housing navigator. This team could also include retired law enforcement. This team would carry a caseload of active clients as well as continued outreach "contacts" to those that have refused services or are new to the homeless system here in Lexington but have not engaged services.

This team would work in concert with Community-ParaMedicine, Community Action Council, and other providers while not duplicating efforts. This team should be designed and implemented in a manner that its abilities include: completion of 202A petitions, working active Adult Protective Service cases and Guardianship, filing and coordinating efforts for Tim's Law cases, engagement into encampments and relocation efforts, storage of personal belongings, completion of SOAR applications for those unsheltered only, and all other multi-faceted supportive services that may be needed in order to obtain permanent housing.

## **Eligibility**

Eligible proposers are public organizations and private non-profit organizations with 501(c)(3) status and collaborations of such organizations so long as the proposer or at least one member of the collaboration has demonstrated track record of serving people experiencing homelessness or at risk of homelessness including operation of programming with measurable outcomes and proven success.

## **1.0 General Provisions**

### **1.1 Purpose**

The LFUCG is accepting proposals from qualified non-governmental, non-profit organizations with current 501(c)(3) tax exempt status and with a physical business or program site location in Fayette County (hereinafter referred to as "Proposer") for onetime homelessness prevention and intervention funding. This funding is reserved for new, innovative, and sustainable programming and may not be used for general agency operations, other than overhead required to support the subject program. This request for proposals is specifically to solicit projects that implement an intensive street outreach program for people experiencing homelessness in Lexington-Fayette County.

By responding to this RFP proposers agree to collaborate fully with LFUCG and/or its designee to collect all necessary data and provide reports needed to evaluate effectiveness of the project. Meticulous data must be maintained and provided on participant outcomes and the proposer must agree to collect all applicable data required by LFUCG. This is necessary to determine return on investment and to effectively evaluate the appropriateness of future funding by LFUCG or any other entity. Proposers 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. Any anticipated costs associated with data collection and evaluation should be included in the proposal to the extent possible.

### **1.2 Funding Period**

The funding period is for one year to begin on or about September 1, 2019 with a possible continuation funding for up to two (2) additional years based on performance and outcomes. The intent of this allocation is to provide funding for startup and operations. LFUCG will conduct ongoing evaluation of the project to determine effectiveness including whether adjustments may be needed for the model in order to maximize outcomes and return on investment.

LFUCG intends to award only one (1) project with an annual budget not to exceed \$280,000 in LFUCG funds, unless otherwise agreed upon between the LFUCG and the selected applicant, but reserves the right to make multiple awards of varying amounts.

### **1.3 Proposal Submission**

In order to be considered, proposals must be received by the 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 years one through three of the entire project including separate identification of one-time and ongoing costs.

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 & Intervention.

### **1.4 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 judgement, best serve the interests of Urban County Government.

### **1.5 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.

## **2.0 FUNDING PROCESS**

### **2.1 Timeline**

The LFUCG intends to conduct proposal evaluation immediately following the proposal due date and intends to make funding announcements no later than September 2019. This timeline is subject to change without notice.

Successful applicants will be contacted on or about August 15, 2019, to negotiate a funding agreement with expectations that an award be in place for the project to begin operations by September 1, 2019.

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

### **2.2 Evaluation**

Proposals will be evaluated by a neutral panel, the Program Performance & Evaluation Committee of the LFUCG Homelessness Prevention & Intervention Board, all of whom have some expertise in the field of human services but no affiliation with any applicant. The scoring criteria are outlined in Section 4.0 Evaluation.

### **2.3 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.

### **2.4 Reporting**

The funded project will be required to submit quarterly financial reports. OHPI will pull project reports from the HMIS in order to evaluate progress toward outcomes established in the proposal and associated funding agreement. 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.

## **3.0 PROPOSAL FORMAT**

A complete proposal contains each of the following components:

- One Page Cover Sheet containing:
  - o Organization or Lead Applicant Name and Authorized Representative
  - o Organization or Lead Applicant Address, Phone Number and E-mail
  - o Title of proposed project o Brief summary of proposed project (250 words or less)
- Project Narrative responding to each of the evaluation criteria described in Section 4.0 and utilizing format described below (15 pages or less)
  - o Double spaced

- Single sided
- Times New Roman 12-point font with 1-inch margins
- Page numbers in bottom right corner of complete submission
- Line-item Budget and Budget Narrative (2 pages or less)

#### 4.0 EVALUATION

##### 4.1 Project Design (30 Points)

The project design will evaluate whether and how the project creates new levels of service in Lexington through provision of intensive assertive street outreach to people experiencing unsheltered homelessness. Applicants should demonstrate an awareness of the needs among Lexington's population of people experiencing homelessness, especially those who are unsheltered. Then the narrative should explain how the proposed project design will address those needs.

How will the project identify people who are unsheltered and experiencing homelessness and how often will direct outreach occur?

How will continued case management to these individuals be conducted?

Explain how the project will work with key stakeholders such as OHPI, Lexington Police, Code Enforcement, Environmental Services, substance use recovery program, crisis providers of shelter, Social Security Administration, and a multitude of housing providers.

NOTE: Team will be responsible for compliance with LFUCG SOP for encampments and all responsibilities thereunto.

Include a list of members and job duties/responsibilities for any proposed outreach team.

Include the procedure and protocol to transport, inventory, storage, and return personal belongings.

Describe in detail how the intensive street outreach team will incorporate industry best practices.

Safety is especially important and applicants should describe plans to ensure the safety of both staff and participants. Be sure to describe the project's plan for interacting with each of the following subpopulations of people experiencing homelessness:

- Veterans
- Youth Ages 18-24
- Families with Children
- Victims of Intimate Partner Violence
- People with Severe Mental Illness
- People with Addiction/Substance Use Challenges
- People with HIV/AIDS

#### **4.2 Services and Outcomes (15 Points)**

What services will the project provide that aren't currently available?

How will the project provide access to these services in a way that is more intensive and assertive rather than a simple referral or one-time engagement?

How will transportation be available to someone identified on the street who wishes to seek shelter or housing but has no vehicle or bus access?

What services/access to services will the project provide for people experiencing substance abuse and/or mental illness?

Applicants should complete a table providing target numbers and percentages for the prescribed outcomes based on industry standards for street outreach and continue unsheltered engagement as well as intensive case management.

The numbers provided may serve as the basis for evaluating project success on quarterly and annual reports. However, OHPI reserves the right to change outcome targets based on industry standards and current environment.

NOTE: All Outreach Contacts should be unsheltered at time of initial contact. However, OHPI recognizes that some contacts may move to a shelter location post initial contact. The project focus should be primarily on those individuals who sleep outdoors while recognizing some individuals cycle back and forth between street and shelter.

#### **4.3 Sustainability (20 Points)**

It is the goal of OHPI is to ensure this project continues to operate as long as it produces successful results. However, funding in the Innovative & Sustainable Solutions to Homelessness Fund is limited and is largely intended for one-time, startup expenses and not ongoing program operations. Therefore, applicants should provide a detailed sustainability plan for how they will seek and acquire resources to continue operations beyond this grant award.

Plans should include specific public and private funding sources to be pursued and not just a blanket assurance that the applicant will seek funding.

#### **4.4 Organizational Capacity and Experience (20 Points)**

Describe the organization's experience with people experiencing homelessness, specifically people who are unsheltered. If the project will utilize a street outreach team, identify who will lead that team (provide resume if person is identified or job description if they are to be hired). Also, identify any people and/or organizations who have committed to participate with that team and describe their roles and experience with any particular subpopulation.

If the organization provides any current level of street outreach then describe that service and explain how this project will be an addition/expansion and not just provide funding for existing outreach.

Identify the project director and include a resume/CV. If the project director is to be hired, include a job description in the attachments (if different than coordinator described above).

Identify where the project will be housed within the organization's structure and where the project will be housed physically on a daily basis.

Describe the project management plan and provide a timeline for implementation.

Provide a description of the applicant's experience with grants management and financial accountability.

Briefly describe the organization's history, service delivery model and philosophy, and governance structure.

Describe the organization's current participation in HMIS and its plan to ensure full participation in HMIS for the proposed project. Full HMIS participation is required for this project in order to receive funding under this announcement.

#### **4.5 Budget/Budget Narrative (15 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 each year of the three-year project.

As a reminder, LFUCG Intensive Street Outreach grant funds may not be used for housing expenses such as rent, utilities, etc. – projects should leverage other resources for housing.

Budgets should include, at a minimum, the following line-items. For each category, identify the amount requested, the amount to be provided through cash match (if applicable), and the amount to be leveraged through other programs or organizations (if applicable).

- 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.
- Equipment – Describe any equipment needed for the project such as a tablet for conducting VI-SPDAT assessments in the field. Clearly identify one-time expenses versus ongoing 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.
- Contractual – Describe any expenses associated with providing expanded supportive services or other services for which the organization intends to contract with another entity. Any of these expenses to be provided by the proposing organization at no additional cost (as leverage) should be included in other line items.
- Operating Expenses – Break down costs associated with supplies, office space, contracts for supportive services, HMIS expenses, and any other expense associated directly with the operation of the project. For each item identify the category, such as "HMIS License," and a brief justification of the amount requested.
- Indirect Costs – If an indirect cost rate is used, provide evidence of an approved indirect cost rate from the appropriate cognizant agency. If the organization does

not use an indirect cost rate, provide a clear indication of administrative costs as differentiated from direct operating expenses.

## **5.0 REQUIRED DOCUMENTS**

### **5.1 Audit**

Applicants must submit their most recently completed financial audit as an attachment to their proposal.

### **5.2 Match/Leverage Letters Match**

If the proposer is using match or leverage to expand the program past the point of LFUCG available funding, all match and leverage amounts should be documented in commitment letters in order to receive full credit for budget scoring proposes. Letters do not count toward page limits.

Organizations contributing match and leverage should be aware they will be required to participate fully in the HMIS regarding data collection of this program.



# EXHIBIT B

**Applicant Name:** Community Action Council  
**Authorized Representative:** Bridgett Rice, Interim Executive Director  
**Applicant Address:** PO Box 11610, Lexington, KY 40576  
**Applicant Phone:** 859-233-4600  
**Applicant Email:** [Bridgett.Rice@commaction.org](mailto:Bridgett.Rice@commaction.org)  
**Title of Proposed Project:** Assertive Street Outreach (ASO) program

**Project Summary:** Community Action Council (CAC)'s Assertive Street Outreach (ASO) program is comprised of two key components: targeted, assertive street-based outreach to engage individuals experiencing unsheltered homelessness and residing in encampments throughout Lexington and the provision of housing-focused Intensive Case Management (ICM) services for those individuals with the most critical need for housing services.

ASO represents a collaborative effort between CAC, the Hope Center (HC) and New Vista (NV). ASO will utilize a team-based approach, including two Intensive Case Management Team Coordinators (ICMTC) and an AmeriCorps Member from CAC, one Peer each from HC and NV and a part-time Licensed Clinical Therapist (LCT) from NV to provide clinical therapeutic services. In addition, the ASO Team will convene monthly stakeholder meetings and communicate on an as needed basis with other local providers in Lexington's Housing Services Network, including local law enforcement, the Community Paramedicine team, and the Office of Homelessness Prevention and Intervention (OHPI), among others, to address the specific and unique needs of persons experiencing unsheltered homelessness.

The street-based outreach component of ASO will seek to engage with all persons experiencing homelessness persistently and consistently to establish and build rapport. ASO anticipates engaging at least 110 individuals annually. The housing-focused ICM component will target services to approximately 30 individuals annually who are identified as having the most critical need based on length of homelessness and acuity.

#### 4.1 Project Design

The ASO program will be a collaborative effort between the lead/fiscal agent CAC, along with NV, and HC. The core members of the ASO Team will be the following:

CAC	NV	HC
2.0 FTE Intensive Case Management Team Coordinators (ICMTC)	1.0 FTE Peer Support Specialist (Peer)	1.0 FTE Peer Support Specialist (Peer)
1.0 AmeriCorps Service Member	0.5 FTE Licensed Clinical Therapist (LCT)	

ASO will use an individualized, strengths-based, person-centered and team-based approach to actively engage persons experiencing unsheltered homelessness. ASO will enhance and expand Lexington's Homelessness Services Network's capacity to empower the most vulnerable of persons experiencing homelessness to improve their health and quality of life.

With a collective six-member team the ASO will: 1) incorporate assertive, targeted outreach and other engagement strategies to increase participation in and access to all available resources; 2) provide, with participant consent, direct mental health and/or substance abuse treatment services, including screening and assessment; 3) provide housing-focused ICM to link and retain participants in permanent housing and increase independence; 4) engage and enroll participants in mainstream benefits and resources, such as Medicaid, Supplemental Security Income (SSI), Social Security Disability Insurance (SSDI), Temporary Assistance for Needy Families (TANF), and/or Supplemental Nutrition Assistance Program (SNAP), 5) provide encampment relocation services in accordance with OHPI's Standard Operating Procedures (SOP), and 6) develop a collaborative framework with local community partners across Lexington's Homeless Services Network to share information, with participant's consent and in accordance with all privacy and HIPAA requirements, to improve outcomes for individuals experiencing unsheltered homelessness.

Lexington has made significant strides in addressing homelessness in recent years but there remains a strong need for additional services. LexCount reported the number of homeless individuals in Lexington as 685 in 2018 and 787 in 2019. During the most recent Point in Time Count, Lexington's shelter system was 33 percent over capacity. Individuals experiencing unsheltered homelessness are far more likely to have significant health issues, Substance Use Disorder (SUD) and Serious Mental Illness (SMI). According to LexCount, of the 787 identified homeless individuals, 18 percent had a diagnosed SMI and 20 percent had a SUD. Another concern is increased vulnerability and risk of victimization. The prevalence of victimization among homeless populations has been estimated to be between 14 to 21 percent. Those with longer episodes of homelessness are more at risk of being victims of, or witnesses to, violent crimes. The ASO program will address these realities by providing ICM services and trauma-informed practices to unsheltered persons, with or without an SMI or SUD, and provide a path for participants to reach their housing goals and achieve independence.

CAC and ASO partners are committed to working collaboratively to provide a holistic, culturally-appropriate, evidence-based program that provides assertive, targeted outreach and housing-focused ICM services for persons experiencing unsheltered homelessness. Additional information on various services for the subpopulations identified in the RFP can be found on page 9.

**Identification and Frequency of Services:** Persons experiencing unsheltered homelessness will primarily be identified through targeted street-based outreach efforts and the Coordinated Entry System (CES) which is facilitated in Lexington by CAC. ASO will accept referrals from program and community partners, such as local law enforcement, Community Paramedicine, local hospitals, psychiatric facilities and the OHPI.

ASO will typically operate between 8:30 AM-5:00 PM Monday through Friday, including drop-

in hours and street-based outreach services, with at least one early morning and/or late evening shift occurring each week in accordance with best practices. The ASO Team will also accept after-hour calls until 8:00 PM with follow-up occurring on the next business day. CAC will finalize preliminary arrangements for drop-in hours at the Lexington Public Library (LPL), New Life Day Center (NLDC), HC and/or the new NV Drop-In Center upon award. The ASO Team will target its assertive, street-based outreach efforts to areas known to be frequented by persons experiencing homelessness. The ASO Team will visit encampments more frequently (at least once per day) to assist with relocation efforts as needed and directed by OHPI. Street-based outreach will take place using a team approach with two team members present at all times, in accordance with best practices and to ensure participant and staff safety. All participants must provide consent to receive ASO Team services as described below.

**Case Management Activities:** The flexibility of the ASO model will enable rapid service delivery to address acute needs and provide ongoing support to assist participants in reaching short-term and long-term goals to exit homelessness and obtain and maintain permanent housing. Acute needs that may be addressed for both potential and enrolled participants include:

- *Encampment engagement and relocation:* Activities will be guided by OHPI's SOP when working with individuals encamped on public lands. A primary role of CAC in facilitating encampment relocation efforts will be the collection and storage of personal belongings. Please see page 7 for more details of the protocols for collection and storage of personal belongings. This mechanism ensures a minimum of two contacts with individuals, increasing the likelihood of continued engagement and participation in housing-focused case management.
- *Tim's Law Cases:* Participants clearly needing outpatient mental health services and who are unable to avail themselves of services on their own may be considered for filing under Tim's

Law. Decisions to coordinate and file such cases will be made in consultation with the LCT.

- *202A petitions*: All team members who can effectively speak to the need for an individual to receive psychiatric assessment may complete a 202A petition.
- *Adult Protective Service*: The Team will work with Adult Protective Services (APS) for all participants with active APS cases, as well as with new participants. Cooperation with APS will center on ensuring the wellbeing of the participant and may include providing summaries of service interactions, self-neglect, or incidences of abuse/neglect.

Case management activities may include: conducting initial housing intake assessments using the Vulnerability Index-Service Prioritization Decision Assistance Tool (VI-SPDAT); enrollment into the CES; collaboration on housing case management plans; assistance in completing goal steps and activities; provision of voluntary therapeutic services; assistance in obtaining necessary documentation; assistance in applying for mainstream benefits, including completing SSI/SSDI Outreach, Access, and Recovery (SOAR) applications. Other activities may include providing or assisting with transportation or linkage to available transportation resources; referrals to employment and training programs; assistance in applying for insurance and accessing healthcare; assistance in accessing mental health and/or substance abuse treatment; life skills training; implementation of harm reduction strategies; and landlord engagement.

**Stakeholder Interaction:** While the day-to-day activities and efforts of the ASO program will be managed by the six-member core team, in order to deliver truly relationship-building and supportive services that will allow for participants to make progress toward becoming housed, the ASO project must and will include collaboration with a variety of caring, community-based professionals and programs to help the ASO team achieve their overall goal.

To begin, the ASO team will be in regular contact with OHPI via phone, email, HMIS, and monthly

stakeholder meetings, regarding updates on specific individuals in needs of service and the overall progress of the program. The Lexington Police Department will be invited to join the monthly stakeholder meetings, with person-specific contacts identified for each shift and sector to facilitate police services as needed. The ASO Team may also work with the Sherriff's office for additional support to coordinate services. Members of Code Enforcement will be invited to attend the monthly meetings and ongoing contact will be made with them, primarily by the ICMTCs, regarding encampments and other community-impacting issues, such as if an encampment is located on private property. The ASO Team and Community Paramedicine will provide mutual collaboration and coordination to address the unique service needs for individuals with high utilization rates.

Given that both NV and HC operate substance abuse recovery programs, connection to these particular services will be easy for all participants of the ASO program. However, the ASO program is person-centered, so all applicable SUD treatment options will be provided to the participant for their decision/selection. Other SUD programs will be invited to attend the monthly meetings, as will crisis shelter providers. ASO participants will be given information on how to access all shelter programs and ICMTCs, as appropriate, will advocate with and on behalf of participants who may have been banned from a particular shelter but who wish to return. Participants who are disabled and wish to access social security benefits will be given the option of completing a SOAR application and can also sign permission to have the ICMTCs assist in delivering/receiving Social Security Administration information in a timely manner.

ASO team members will work with all Continuum of Care (CoC) housing programs for such needs as verifying program eligibility, locating housing options and, most importantly, ensuring a warm transfer of services. The ICMTCs will, at the individual's direction, contact landlords to coordinate

the completion of application and lease signing. The ICMTCs will also provide life skills coaching regarding the maintenance of housing and how to mitigate issues with landlords, should it ever be necessary.

**ASO Team Members and Responsibilities:** The ICMTCs will be responsible for the provision of non-clinical case management and street-based outreach services, including those described in the sections above. The AmeriCorps Member will assist the ICMTCs in conducting outreach activities, completing VI-SPDAT assessments, and identifying available housing options. Peers will provide engagement assistance; recovery orientation and rapport building; and in assisting in the outreach activities as described above. The Peers will be invaluable in securing and maintaining participant buy-in among participants with mental and substance use disorders. Peers provide support by sharing their lived experiences that may often mirror those of participants. Peers who have previously been homeless and are now permanently housed and in the *Thriving* stages of recovery provide tangible proof to participants that housing and recovery are possible. Peers will assist ICMTCs in life skills training activities and provide support in all aspects of recovery. The LCT will assist with providing therapeutic services to individuals experiencing homelessness who have SMI or SUD. The LCT will dedicate approximately 10 hours per week to street-based outreach activities, with the remaining 10 hours per week spent meeting with participants during scheduled drop-in times or in the community at the participant's discretion. The LCT will also be available to assist with direct outreach services on an as needed/on-call basis. Drop-in appointments will occur during scheduled hours at the NV Drop-In center on Mechanic Street or at the LPL. The LCT may conduct diagnostic assessments, conduct therapy sessions, determine triage risk (i.e. suicide and self-harm), use the level of care utilization system (LOCUS) tool to determine care need, serve as a link to substance use treatment services such as Medication

Assisted Treatment or to prescribers for other psychiatric medicines. The LCT will be the primary point of contact for determining the need for 202A petitions and Tim’s Law cases and will be responsible for completing necessary mental status exams.

**Procedure for personal belongings:** The following table outlines the policies and procedures for the collection, inventory, transportation, storage and return of personal belongings collected during encampment relocation activities.

**Table 1. Personal Belongings Procedures and Protocols\*\***

<b>Action Steps</b>
1. ASO Team will visit identified encampment at least once per day upon notification from OHPI and will continue to do so until the completion of the removal process.
2. ASO Team will post a “Notice of Street Outreach and Services” at encampment location in English and Spanish (or other languages as needed) within three business days of notification.
3. ASO Team will conduct onsite assertive outreach at the identified encampment for up to five business days to establish a relocation and service delivery plan with encampment residents.
4. Within seven business days of posting the “Notice of Street Outreach and Services,” the ASO Team will submit a written relocation and service delivery plan to OHPI including a) number of individuals contacted and b) timeline for refusal, relocation or service delivery.
5. The ASO Team will work with local housing providers to identify emergency shelter or available housing for encampment residents.
6. The ASO Team will be onsite during removal process and with owner permission, will be responsible for the collection, transportation, inventory, and storage of personal belongings.
7. Individuals requesting storage must, at the time of collection, sign an inventory form and acknowledgement that all personal belongings must be picked up within 60 days of collection. An extension beyond 60 days may be requested.
8. All those requesting storage of personal belongings must participate in the inventory of belongings and sealing of the container. Items must fit in one storage container; though additional storage space may be made available on a case by case basis.
9. Items stored will be inventoried and the list of items will be stored in the box. The ASO Team will seal the box in the individual’s presence and label with his/her initials and birthdate.
10. The ASO Team will transport stored belongings to a non-climate-controlled storage unit.
11. A hardcopy of the signed inventory and acknowledgment form will be kept on file and all boxes will be numbered and tracked via spreadsheet.



12. Individuals may request the removal of items from the storage bin by advance appointments made via phone, email or in person during drop-in hours.
13. Individuals may request a maximum of one removal per week, unless a move-in is occurring, in which case, staff will make every effort to facilitate any number of removals, as possible.
14. The ASO Team will attempt to contact individuals refusing to participate in case management services at least twice per month until such time as items are removed, individual agree to participate in ongoing case management, or the 60-day period expires.
15. Items uncollected after the 60-day period without a request for an extension will be discarded.
<i>** In accordance with the SOP from OHPI regarding the identification and removal of an encampment.</i>

**Best Practices:** ASO will incorporate industry best practices into all aspects of the program. All services will be strengths-based and person-centered. Team members will collaborate with participants to enable their individual strengths and empower participants to work toward achieving their short- and long-term goals. ASO will utilize a housing-focused case management strategy to assess participant need, develop a housing case management plan, provide linkage to available housing resources, and connection to the CES. The ASO Team will utilize a trauma-informed care approach to reduce risks of re-traumatization of individuals who may have experienced complex trauma. Staff will receive training in Mental Health First Aid so that individuals in or approaching crisis receive an appropriate, supportive response. Motivational Interviewing techniques will be utilized to determine an individual’s motivation in developing goals and strategies. Assertive Engagement will be used in place of Motivational Interviewing when necessary. Assertive Engagement provides concrete examples of why a behavior or action has been harmful or maladaptive and assists Team members in breaking down barriers to change language, such as projection or internalization.

**Safety:** CAC will always operate the street-based outreach activities using multiple teams of at least two-members. CAC will strengthen its relationship and formalize its partnerships upon award with other local providers, including local law enforcement and the community paramedicine

team, to ensure staff and participant safety. Staff will be provided with a mobile telephone and training and materials on topics such as safe syringe disposal; overdose prevention, recognition, and response, including Narcan; CPR and First Aid; cultural competency; and procedures for documenting outreach activities, including any adverse incidents.

**Subpopulations:** Every individual, regardless of subpopulation, will receive the case management and outreach services described above. CAC recognizes that members of various subpopulations may have their own particular needs and niche service requirements. The ASO program will follow the following general guidelines for each identified subpopulation:

1. *Veterans:* Connection to Every Veteran Housed will be provided as will assistance with DD214 documentation, connecting with VA representatives, and identifying other resources.
2. *Youth Ages 18-24:* Assessments will be completed using the Youth VI-SPDAT and placed on the CES according to their acuity scores. Participants will also be given the opportunity to connect with Arbor Youth Services for additional supports.
3. *Families with children:* Assessments will be completed using the Family VI-SPDAT and will be placed on the CES according to their acuity scores. Families will also be given the opportunity to connect with CAC's Emergency Family Housing or Salvation Army.
4. *Intimate Partner Violence:* Assistance in filing Emergency Protection Orders/Domestic Violence Orders and in connecting to Greenhouse17 or other support groups/shelters.
5. *Severe Mental Illness:* Persons with suspected SMI will be linked with the LCT and assessed for referral to the Assertive Community Treatment (ACT) Team or a local psychiatric facility. The LCT will also be on-call, as availability allows, in the event of crisis situations occurring during street-based outreach. The ASO Team will assist those with SMI in accessing needed medications, applying for healthcare coverage, and by providing transportation to doctor's

appointments or local pharmacies.

6. *Substance Use Disorders*: Persons with SUDs will be assisted in developing a harm reduction plan to leverage available community resources such as developing a scheduled use plan, identifying safe use spaces, and providing access to needle exchange programs. Individuals will be given the option of accessing treatment at a substance use program of their choice.
7. *Persons with HIV/AIDS*: Those with HIV/AIDS will be assisted in accessing necessary medications by helping them obtain healthcare coverage or coordinating transportation to medical appointments and pharmacies. They will also be connected to AVOL Kentucky, Inc.

#### **4.2 Services and Outcomes**

Many of the services provided by ASO are currently available within Lexington's Homeless Services Network. However, ASO represents a concerted effort to coordinate these existing services into a comprehensive model to ensure that those with the greatest need can access all the supports and services currently available. ASO will also provide funding to address the gap in access to therapeutic mental health/substance abuse services for individuals who are not enrolled in a supportive service program and who also lack healthcare coverage. This program also meets and provides services for participants where they are, without requiring them to come to an office. This is particularly important for those with a SUD or SMI. While ASO will offer drop-in and scheduled office hours, it will also allow for access to the LCT during street-based outreach activities. Finally, ASO also provides targeted, assertive outreach and ICM services for individuals experiencing unsheltered homelessness that are disconnected from other local resources or that have elected not to participate in Lexington's CES.

Typical homelessness programs provide services only to individuals electing to participate in them. ASO will provide assertive street outreach for all disconnected individuals, regardless of

enrollment in a program or service. All identified unsheltered individuals will receive person-centered, trauma-informed assistance. HC will provide a van for transportation assistance for individuals seeking shelter. CAC will work with other local providers to identify/coordinate transportation using bus passes and shuttle services.

The LCT will provide substance use and/or mental health services during scheduled drop-in hours, by appointment, and during street-based outreach activities, including encampment relocation efforts and on-call services during regular business hours. All individuals presenting with SUD or mental health concerns will be assessed for services and referred to appropriate resources beyond those provided by the LCT in the course of their ASO duties.

**Table 2. Annual Outcome Measures**

<b>Outcome Measure</b>	<b>Target Number</b>	<b>Percentage Met</b>
Individuals Contacted (#)	110	-
Number of Homeless Unsheltered Individuals Enrolled in ICM Services (#)	30	-
Number of Individuals Enrolled in ICM Receiving a Comprehensive Assessment (#/%)	24	80%
Number of Individuals Enrolled in ICM That Receive One or More Core Services (#/%)	27	90%
Unsheltered Homeless Individuals Contacted Whose Days on Street were Reduced (#/%)	40	37%
Unsheltered Homeless Individuals Enrolled in ICM with Increased Income (#/%)	10	30%
Unsheltered Homeless Individuals Contacted that Accessed Substance Abuse Treatment or Mental Health Services (#/%)	30	37%
Homeless Individuals Enrolled in ICM Who Are Permanently Housed (#/%)	15	50%

## Exhibit C

<b>Intensive Street Outreach Budget Modifications</b>			
<b>Revenue</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>
<b>Revenue Total</b>	<b>-280,000</b>	<b>-266,000</b>	<b>-259,000</b>
<b>Expense – Program Operations</b>			
Salary—Permanent	113,166	102,846	98,155
Salary—Overtime	5,822	5,642	4,833
FICA	6,226	2,726	1,226
Workers' Comp	586	586	586
Pension	263	263	263
Health Insurance	13,808	13,808	13,808
Life Insurance	242	242	242
Disability Insurance	2,726	2,726	2,726
Accrued Leave	4,215	4,215	4,215
In-Area Travel	3,132	3,132	3,132
Office Supplies	6,959	4,759	5,659
Program Supplies	3,975	5,175	4,275
Contract	66,500	66,500	66,500
Insurance & Bonding	1,178	1,178	1,178
Indirect Cost	30,223	30,223	30,223
Facilities	360	360	360
ITS expenses	2,350	2,350	2,350
Program Transportation	17,869	18,869	18,869
HMIS Total	400	400	400
<b>Expense Total</b>	<b>280,000</b>	<b>266,000</b>	<b>259,000</b>

The Council has modified the above budget to reduce the contract line expense as a result of absorbing the cost of the Peer Support Specialist and transportation assistance allocated to the Hope Center in the original application. As such, the Council's Salary, Overtime, Fringe and Program Transportation Line Items have been adjusted to reflect these changes.

Additional Benchmarks:

1. Full implementation of the Intensive Street Outreach Program 30 days from November 1, 2019.