



Lexington-Fayette Urban County Government

Request for Proposals

The Lexington-Fayette Urban County Government hereby requests proposals for **#34-2024 Emergency Shelter – SUPPLEMENTAL ESR** to be provided in accordance with terms, conditions and specifications established herein.

Sealed proposals will be received through Ion Wave until **2:00 PM**, prevailing local time, on **May 8, 2024**. All forms and information requested in RFP #34-2024 must be included and attached in Response Attachments tab in Ion Wave.

Proposals received after the date and time set for opening proposals will not be accepted. It is the sole responsibility of the Proposer to assure that his/her proposal is submitted in Ion Wave before the date and time set for opening proposals.

Proposals, once submitted, may not be withdrawn for a period of one hundred twenty (120) calendar days.

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.

This is a supplemental RFP. If your agency submitted a response to RFP #25-2024 Emergency Shelter ESR, you do not need to resubmit on this RFP.

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, religion, sex (including pregnancy, sexual orientation or gender identity), national origin, disability, age, genetic information, political affiliation, or veteran status, and to promote equal employment through a positive, continuing program from itself and each of its sub-contracting 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 Procurement 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 Procurement or (2) submitting a written request for a meeting with the Director of Procurement 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 Procurement 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 Procurement 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 Procurement or (2) submitting a written request for a meeting with the Director of Procurement 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 Procurement shall in writing, affirm or withdraw the recommendation.

SELECTION CRITERIA: Begins on page 20

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.

The LFUCG reserves the right to request clarification of any proposal from prospective vendors, or to interview any vendor to further discuss their submitted proposal. The LFUCG further reserves the right to select more than one vendor as a preliminary finalist that will be required to make an oral presentation to the LFUCG. The LFUCG reserves the right to amend its final scoring of the proposals based upon information provided during such a presentation as long as the proposal does not materially differ from the written proposal submitted by the vendor.

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 Procurement
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 Procurement, (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 Procurement 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- America n (Not Hispanic or Latino		Native Hawaiia n and Other Pacific Islander (Not Hispanic or Latino		Asian (Not Hispanic or Latino		America n 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 Service																	
Para-Professionals																	
Office/Clerical																	
Skilled Craft																	
Service/Maintenance																	
Total:																	

Prepared by: _____ Date: ____/____/____

(Name and Title)

Revised 2015-Dec-15

Firm Submitting Proposal: _____

Complete Address: _____
Street City Zip

Contact Name: _____ Title: _____

Telephone Number: _____ Fax Number: _____

Email address: _____

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

Background

The Lexington-Fayette Urban County Government has established the Extended Social Resource Program to provide funds to various non-profits that provide important social services to the community. This Program supplements and supports the work of the Council by fulfilling an important and vital public purpose. The Council separates the emergency overnight shelter priority area from the ESR Program to create two distinct components: a Community Based Initiatives program, administered by the Department of Social Services and an emergency shelter program administered by the Office of Homelessness Prevention and Intervention.

The administration and management of the emergency shelter program is more efficiently performed by the Office of Homelessness Prevention and Intervention, which was created for the purpose of coordinating Lexington's efforts to end homelessness. The Lexington-Fayette Urban County Government's Homelessness Prevention and Intervention Board identifies non-profits in the community that provide emergency shelter for those experiencing homelessness and that qualify for funding in accordance with the Lexington-Fayette County Continuum of Care.

The Council established a funding goal for each grant year of at least one percent (1%) of general fund revenues collected from the last full fiscal year. Of that, Council sets that forty percent (40%) of the total amount shall be allocated for the emergency shelter component. This 40% will include funding for all emergency shelters in Fayette County, even those previously funded outside of the ESR program.

Emergency shelter contracts will be awarded to eligible applicants to assist in operating an emergency shelter in alignment with the goals of the Lexington-Fayette County Continuum of Care, the Office of Homelessness Prevention and Intervention and the LFUCG Homelessness Prevention & Intervention Board. This is a purchase service agreement with terms set by LFUCG. LFUCG intends to fund any organization which operates a rapid resolution, housing-oriented emergency shelter that assists individuals and families to exit into permanent housing quickly.

This cycle of Extended Social Resource Program funding will accept proposals for both day shelters and overnight emergency shelters. The Office of Homelessness Prevention and Intervention recognizes the need for shelter options to be available 24/7/365 in order to meet essential needs and to facilitate connection to housing-oriented services in a manner that is flexible and low-barrier.

Instructions

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

Proposal Deadline – 2 P.M. ON MAY 8, 2024

Proposals received after this deadline or incomplete proposals will not be considered.

1.0 GENERAL PROVISIONS

1.1 Funding

The funding period is for length of the analysis and completed recommendations, not to exceed two (2) years. Second year funding is contingent on budget allocations as adopted by the LFUCG Council.

LFUCG will make awards to multiple agencies with varying amounts based on scoring.

1.2 Proposal Submission

In order to be considered, proposals must be received by the April 25, 2024, deadline. The proposal must contain the required documents and respond to each of the required narrative questions to be complete.

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 Manager of the Office of Homelessness Prevention & Intervention.

1.3 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.

1.4 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.

1.5 Timeline

This Request for Proposals is being released on March 28, 2024, and is made available to the public and all potentially eligible applicants.

Completed proposals are due no later than 2 p.m. on April 25, 2024, and late or incomplete proposals will not be accepted or evaluated.

The LFUCG intends to conduct proposal evaluation immediately following the proposal due date and intends to make funding announcements no later than May 30, 2024. This timeline is subject to change without notice.

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

1.6 Evaluation

Proposals will be evaluated by a neutral panel, the Program Performance & Evaluation Committee of the LFUCG Homelessness Prevention & Intervention/Continuum of Care Board, all of whom have some expertise in the field of human services but no affiliation with any applicant.

Scoring criteria are outlined in Section 4.0 Evaluation.

1.7 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.

1.8 Reporting

The funded project will be required to submit quarterly financial and project timeline reports.

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.

2.0 PROPOSAL FORMAT

The Proposer must submit the proposal via the LFUCG's Procurement Software at <https://lexingtonky.ionwave.net/Login.aspx>. Adherence to the proposal format by all proposers will ensure a fair evaluation regarding the needs of the CoC. Proposers not following the prescribed format will be deemed non-responsive.

A complete proposal contains each of the following components:

- One Page Cover Sheet containing:
 - Organization or Lead Applicant Name and Authorized Representative
 - Organization or Lead Applicant Address, Phone Number and E-mail
 - Title of proposed project
 - Brief summary of proposed project (250 words or less)
- Project Narrative responding to each of the evaluation criteria described in Section 3.0 and utilizing format described below (15 pages or less)
 - Double spaced
 - Single sided
 - Times New Roman 12-point font with 1-inch margins
 - Page numbers in bottom right corner of complete submission

3.0 MINIMUM ELIGIBILITY CRITERIA/REQUIREMENTS

Applicants for emergency shelter funding must meet or agree to implement the following items. Submission of a proposal constitutes agreement to these terms:

- All shelter guests must be entered into the Kentucky Homeless Management Information System (KYHMIS) database. If the organization is a victim service provider, the requirement for a comparable database must be fulfilled. All emergency shelter program-specific data elements and timeliness must comply with the LFUCG Homelessness Prevention and Intervention Board's [Data Quality Plan](#).
- Shelters must participate fully in the Lexington's Housing Triage System, our community's Coordinated Entry system. For shelters, this means conducting the CoC's common assessment tool for guests who have reached an appropriate length of stay/participation¹, entering those guests into the Lexington CoC Coordinated Entry project in KYHMIS, and meeting all responsibilities outlined in [Lexington Housing Triage System Policies & Procedures](#) adopted by the LFUCG Homelessness Prevention & Intervention Board.

¹ Best practice recommends that individuals/households would access shelter for a period of 14 days prior to assessing for Coordinated Entry. This allows for self-resolution and diversion/rapid resolution and ensures case management staff maintain capacity to meet shelter needs.

- Shelters must comply with LFUCG Homelessness Prevention and Intervention's Board Anti-Discrimination Policies to ensure that they do not contribute to unlawful gaps in access based on race, ethnicity, gender identity, sexuality, or other demographics, as defined by federal, state, and local laws and ordinances. Shelters will have a culture that exhibits cultural competency and responsiveness.

4.0 EVALUATION

4.1 General Shelter Information

20 points

The following information is required in order to evaluate capacity and scope of programming and ensure a balance of shelter options for various sub-populations of people experiencing homelessness. While the overall narrative score is a major factor in funding recommendations, LFUCG will also consider factors such as ensuring availability of critical services and an adequate number of emergency shelter beds for vulnerable populations.

- ⇒ Provide a description of the shelter including:
 - shelter operating hours;
 - population(s) served, including any special populations served;
 - shelter rules and procedures (**submit documentation**);
 - how basic needs are met such as meals and personal care;
 - operating hours outside of nighttime shelter, i.e. are staff operating during the day;
 - general staffing description for the shelter.
- ⇒ Does your emergency shelter consistently implement practices to meet people where they are, and provide person-centered care that focuses on personal strengths? (**submit documentation**)
- ⇒ What policies or value statements convey clear expectations that guests will be treated with dignity and respect, and how does the shelter monitor adherence to these expectations? (**submit documentation**)
- ⇒ Are expectations of guests clearly communicated and easily accessible for review by guests? (**submit documentation of communication process**)
- ⇒ What policies and resources does the shelter have to facilitate communication with persons of limited English proficiency and/or disabilities that might require accommodation? (**submit documentation**)
- ⇒ How does the shelter meet the needs of persons with disabilities, including those with mobility limits or those requiring use of medical equipment?
- ⇒ What specific practices help ensure that the shelter exhibits cultural competency and provides appropriate protections for shelter seekers across demographic differences?
- ⇒ Does the shelter involve guests in governance and operations? (**submit documentation**)

4.2 Rapid Resolution, Housing-Oriented

25 points

Up to 25 points will be awarded to applicants demonstrating a shelter project that is rapid resolution and housing-oriented. This means a plan is presented for how the organization works with guests to develop and implement a housing plan, including diversion techniques, and how quickly people move to permanent housing.

Narrative for this section should address all of the following prompts:

- ⇒ Does your shelter's process for accessing shelter assess options for diverting from shelter?

- ⇒ Does your emergency shelter's diversion approach include, when needed, financial assistance, mediation, housing navigation, legal assistance, or other supports?
- ⇒ What role do mainstream programs play in supporting shelter seekers and diversion efforts?
- ⇒ How does your emergency shelter provide immediate assistance and link guests with housing options within the first 14 days of a shelter stay/participation?
- ⇒ How does your emergency shelter use data routinely to detect trends, identify frequent users, and monitor housing success and other performance measures?
- ⇒ How does your emergency shelter coordinate with the broader homelessness response system to engage in system-level planning?
- ⇒ Does your emergency shelter assess and address the safety risks for people fleeing domestic violence?
- ⇒ Describe how shelter guests are assigned case management and detail how case management is provided in your shelter. What days/times are case managers available to assist guests? How often do case managers discuss housing options with guests? Are there any prerequisites for guests to access case management? What is the overall capacity of case management services and the caseload ratios per case manager?
- ⇒ How and when do the conversations about obtaining housing begin? Do case managers utilize best practices when working with clients, such as trauma informed care? What training does the shelter provide/require of case management staff on evidenced based practices?
- ⇒ How will shelter staff members or volunteers help shelter guests access documents required for housing (birth certificates, Social Security cards, etc.) when needed?

4.3 Low-Barrier

25 points

Up to 25 points will be awarded to applicants based on an evaluation of the shelter's commitment to a Housing First, low-barrier model. Low-barrier shelter is a critical piece in the homeless assistance approach that prioritizes providing people experiencing homelessness with shelter as quickly as possible – and then providing voluntary supportive services as needed. A low-barrier shelter is one which has only the least restrictive entry criteria necessary to ensure health and safety in the facility.

Narrative for this section should address all of the following prompts:

- ⇒ Does the shelter set only minimal and reasonable requirements for guests, and does the shelter enforce these requirements in a fair and transparent way? **(submit documentation)**
- ⇒ Does your emergency shelter have minimal expectations or requirements of people seeking shelter? **(submit documentation)**
- ⇒ Does your shelter welcome self-defined family and kinship groups to seek shelter together?
- ⇒ Can your emergency shelter identify financial resources that can support the adoption of low-barrier policies and practices and support extended or flexible hours and adapted service-delivery models?
- ⇒ Does your shelter accommodate pets and personal belongings?
- ⇒ Does the shelter make accommodations to store belongings and, if so, how?
- ⇒ Do your shelter intake process and housing navigation services coordinate closely with community-based outreach services and Coordinated Entry?
- ⇒ Does your shelter create flexible and predictable access for people seeking shelter?
- ⇒ Are guests required or requested to contribute funds or labor to remain in the shelter? **(submit documentation of any program fees or volunteer time required)**
- ⇒ Are guests required or requested to leave the shelter during any portion of operating hours?
- ⇒ Are guests required to participate in classes or programs as a condition of remaining in the shelter?

- ⇒ Describe the process followed to determine whether someone is admitted or removed from the shelter and appeals available to those denied access. Applicants should include with their proposal a copy of written operation procedures for denial of services. This includes drug testing. **(submit documentation)**
- ⇒ How many participants were restricted, denied access, or banned in the past 12 months for reasons described above? What is the shelter's process for reviewing restrictions/bans and allowing guests to return?

4.4 Actual Results

20 Points

Applicants will be evaluated based on actual results from the previous year. LFUCG will utilize access to KYHMIS or a VSP comparable database for organizations with prior year participation. **ONLY** non-participating, first-time applicants should provide a narrative describing outcome targets and actual results for relevant existing shelter. If the organization has not operated an emergency shelter in the past year, the organization may submit performance reports for any transitional housing, rapid rehousing, or permanent supportive housing program.

The OHPI reserves the right to negotiate final targets. Results will be evaluated based on reports from the KYHMIS or VSP comparable database, not agency records.

- ⇒ Submit reports from January 1, 2023, to December 31, 2023:
 - CoC APR

Reports will be reviewed to assess performance on measures including data quality and timeliness, length of participation/stay, and exits to permanent housing. System-level data will also be reviewed to assess how the shelter contributes to Coordinated Entry access and returns to homelessness.

4.5 Budget, Appropriateness and Feasibility of Budget

10 points

Every community, including Lexington, faces the challenge of ensuring that shelter capacity is scaled to meet local need and that it is financed accordingly. This does assume that we should expand emergency shelter for those in the community that are currently experiencing unsheltered homelessness.

In making decisions regarding necessary capacity, LFUCG will consider how a broad range of changes and improvements within their crisis response systems will impact need and demand for emergency shelter, including: increased emphasis on diversion strategies and services; reductions in the length of time it takes for guests to move from shelter to permanent housing, including through expanded rapid resolution interventions; removal of barriers to entry; and increased emphasis on long-term or frequent users of emergency shelter.

Complete this table by indicating the total in the column to the right, then respond to the narrative prompts below:		Total
***Number of individual beds available:		
***Number of units available for families, if applicable:		
If day shelter, number of guests that can be accommodated:		
Funds requested from LFUCG:		
Average daily census for individuals based on KYHMIS data:		
Average daily census for families based on KYHMIS data:		
If day shelter, average daily census/persons served:		
Total annual budget for shelter (all funding sources):		
% LFUCG investment (LFUCG Request/Total Budget * 100):		

- ⇒ ***Total beds above exclude any overflow capacity such as mats on the floor, sleeping in lobbies, dining room chairs or overflow into other buildings owned by partners such as churches or other non-profits. Also exclude beds reserved for/supported by Department of Corrections, Veterans Administration, Department of Community Based Services, or other funding sources.
- ⇒ Please describe all funding sources other than LFUCG that are included in your total emergency shelter budget.

Proposals should include a separate line item budget and budget narrative on the included forms and will be evaluated based on reasonableness of expenses and overall feasibility. Budgets should reflect all projected program revenue and expenses of the project.

For each category identify the amount requested and the amount to be leveraged through other programs or organizations (if applicable). The budget narrative should also clearly indicate whether expanded supportive services will be provided by the proposing organization or a third party contractor and the amount of LFUCG grant money anticipated to be used for these services.

Staff Salaries – Identify each position allocated for the shelter, role in the shelter and percentage of FTE allocated.

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

Consultant Services – 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 should be included in other line items.

Space/Facilities – Describe the basis of the allocation of rental costs, utilities, janitorial costs, and any other facility costs to the Total Program Budget. Identify any office or program space in an LFUCG owned building, and describe in detail, including building address, approximate square footage utilized by your agency, rent/lease fees charged by LFUCG, and any other costs (monthly utilities, etc.) reimbursed to LFUCG.

Scholarships/Stipends – List the type of scholarships or stipends, and include the number of people or organizations to receive funds, the maximum amount per recipient, and show the basis for computation.

Operating Expenses – Break down costs associated with expenses, supplies, utilities, and any other expense associated directly with the operation of the project. For each item identify the category, such as "rent," and a brief justification of the amount requested.