



Lexington-Fayette Urban County Government

Request for Proposals

The Lexington-Fayette Urban County Government hereby requests proposals for **RFP #5-2025 Flexible Housing Focused Financial Assistance** 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 **February 28, 2025**. All forms and information requested in RFP 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Proposals, once submitted, may not be withdrawn for a period of ninety (90) calendar days.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.

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 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:

The LFUCG's Selection Committee shall consider the following factors when it evaluates the proposals received:

1. ORGANIZATIONAL CAPACITY & EXPERIENCE – 25 points
2. PROJECT DESIGN –25 points
3. SERVICES AND OUTCOMES – 20 points
4. SUSTAINABILITY – 15 points
5. PROPOSED LINE-ITEM BUDGET AND 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 regarding this RFP shall be addressed through:
<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 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 Service																	
Para-Professionals																	
Office/Clerical																	
Skilled Craft																	
Service/Maintenance																	
Total:																	

Prepared by: _____ Date: ____/____/____

(Name and Title)

Revised 2015-Dec-15

**DIRECTOR, DIVISION OF PROCUREMENT
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**

The Lexington-Fayette Urban County Government has a Certified Minority and Women Business Enterprise seventeen percent (17%) minimum goal including minimum subgoals of five percent (5%) for Minority Business Enterprises (MBE) and a subgoal of twelve percent (12%) for Women Business Enterprises (WBE); a three (3%) minimum goal for Certified Veteran-Owned Small Businesses and/or Certified Service- Disabled Veteran Owned Businesses; and a goal of utilizing Disadvantaged Business Enterprises (DBE), where applicable, for government contracts.

For assistance in locating certified DBEs, MBEs, WBEs, VOSBs and/or VOSBs, contact Sherita Miller at 859/258-3320 or by writing the address listed below:

Sherita Miller, MPA, CPSD
Minority Business Enterprise Liaison
Division of Procurement
Lexington-Fayette Urban County Government
200 East Main Street
Lexington, Kentucky 40507
smiller@lexingtonky.gov
859-258-3323

Firm Submitting Proposal: _____

Complete Address: _____
Street City Zip

Contact Name: _____ Title: _____

Telephone Number: _____ Fax Number: _____

Email address: _____



LEXINGTON

MINORITY BUSINESS ENTERPRISE PROGRAM

Sherita Miller, MPA, CPSD
Minority Business Enterprise Liaison
Division of Procurement
Lexington-Fayette Urban County Government
200 East Main Street
Lexington, KY 40507
smiller@lexingtonky.gov
859-258-3323

OUR MISSION: The mission of the Minority Business Enterprise Program (MBEP) 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 urban county council adopted and implemented Resolution 272-2024 – a Certified Minority and Women Business Enterprise seventeen percent (17%) minimum goal including minimum subgoals of five percent (5%) for Minority Business Enterprises (MBE) and a subgoal of twelve percent (12%) for Women Business Enterprises (WBE); a three (3%) minimum goal for Certified Veteran-Owned Small Businesses and/or Certified Service- Disabled Veteran Owned Businesses; and a goal of utilizing Disadvantaged Business Enterprises (DBE), where applicable, for government contracts.

The resolution states the following definitions shall be used for the purposes of reaching these goals:

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 define 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. Black American, Asian American, Hispanic American, Native American)

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 Procurement as having the appropriate credentials to make a determination as to the status of the business.

The following certifications are recognized and accepted by the MBEP:

Kentucky Transportation Cabinet (KYTC), Disadvantaged Business Enterprise (DBE)

Kentucky Minority and Women Business Enterprise (MWBE)

Women’s Business Enterprise National Council (WBENC)

National Women Business Owners Corporation (NWBOC)

National Minority Supplier Development Council (NMSDC)

Tri-State Minority Supplier Development Council (TSMSSDC)

U.S. Small Business Administration Veteran Small Business Certification (VetCert)

Kentucky Service- Disabled Veteran Owned Small Business (SDVOSB)

To comply with Resolution 272-2024, prime contractors, minority and women business enterprises, veteran owned small businesses, and service-disabled veteran owned small businesses must complete monthly contract compliance audits in the Diverse Business Management Compliance system, <https://lexingtonky.diversitycompliance.com/>

A list of organizations that certify and/or maintain lists of certified businesses (i.e. DBE, MBE, WBE, VOSB and/or SDVOSB) is available upon request by emailing, Sherita Miller, smiller@lexingtonky.gov.



LEXINGTON

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 the Division of Procurement for approval immediately. **Failure to submit a completed form may cause rejection of the bid.**

MWBE Company, Name, Address, Phone, Email	DBE/MBE WBE/VOSB/SDVOSB	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 MDWBE and veteran 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



LEXINGTON

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 the Division of Procurement 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. **Note: Form required if a subcontractor is being substituted on a contract.**

SUBSTITUTED DBE/MBE/WBE/VOSB Company Name, Address, Phone, Email	DBE/MBE/WBE/VOSB/SDVOSB 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



DOCUMENTATION REQUIRED FOR GOOD FAITH EFFORTS AND OUTREACH PLANS

As affirmed in Resolution Number 272-2024, the Urban County Council has adopted an annual aspirational goal of utilizing at least seventeen percent (17%) of public funds spend from certain discretionary agreements with certified Minority Business Enterprises (MBEs) and certified Woman Business Enterprises (WBEs); utilizing at least three percent (3%) of public funds from certain discretionary agreements with Certified Veteran-Owned Small Business and Certified Service-Disabled Veteran-Owned Small Businesses (VOSBs); and utilizing Disadvantaged Business Enterprises (DBEs) where applicable. Bidders should make every effort to achieve these goals.

Therefore, as an element of the responsiveness of the bid, all Bidders are required to submit documentation of their good faith and outreach efforts to ensure all businesses, including small and disadvantaged businesses such as minority-, woman-, and veteran-owned businesses, have an equal opportunity to compete for and participate in the performance of any subcontracts resulting from this procurement. Examples of good faith and outreach efforts that satisfy this requirement to encourage the participation of, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs include:

1. 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, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs to participate.
2. Attended LFUCG Procurement Economic Inclusion Outreach event(s) within the past year to meet new small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs to partner with on LFUCG contracts and procurements.
3. Attended pre-bid/pre-proposal meetings that were scheduled by LFUCG to inform small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs of subcontracting opportunities.
4. Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs.
5. Requested a list of certified small, DBE, MBE, WBE, VOSB and/or SDVOSB subcontractors or suppliers from LFUCG and showed evidence of contacting the companies on the list(s).
6. Contacted organizations that work with small, DBE, MBE, WBE, and VOSB companies for assistance in finding certified DBEs, MBEs, WBEs, VOSB and/or SDVOSBs to work

on this project. Those contacted and their responses must be a part of the bidder's outreach efforts documentation.

7. Sent written notices, by certified mail, email, or facsimile, to qualified, certified small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs 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.
8. Followed up initial solicitations by contacting small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs via tailored communications to determine their level of interest.
9. Provided the interested small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs with adequate and timely information about the plans, specifications, and requirements of the contract.
10. Selected portions of the work to be performed by small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs in order to increase the likelihood of subcontracting participation. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate small, DBE, MBE, WBE, VOSB and/or SDVOSB participation, even when the prime contractor may otherwise perform these work items with its own workforce.
11. Negotiated in good faith with interested small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs, not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection must be so noted in writing with a description as to why an agreement could not be reached.
12. Included documentation of quotations received from interested small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs that 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.
 - a. 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 small business', DBE's MBE's, WBE's, VOSB's and/or SDVOSB's quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy the participation goals.
13. Made an effort to offer assistance to or refer interested small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal.

14. Made efforts to expand the search for small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs beyond the usual geographic boundaries.
15. Other – any other evidence that the bidder submits that may demonstrate that the bidder has made reasonable efforts to include small, DBE, MBE, WBE, VOSB and/or SDVOSB participation.

Bidder must document, with specificity, each of the efforts it made to include small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs as subcontractors in the procurement, including the date on which each effort was made, the medium through which each effort was made, and the outcome of each effort.

Note: Failure to submit 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 and Outreach Efforts must be submitted with the Bid, regardless of the proposed level of small, DBE, MBE, WBE, VOSB and/or SDVOSB participation in the procurement. If the Good Faith and Outreach Effort documentation is not submitted with the bid response, the bid may be rejected.

OUTREACH EFFORTS EVALUATION

Outreach efforts demonstrated by the bidder or respondent will be evaluated on a pass/fail basis.

ATTACHMENT A – SMALL AND DISADVANTAGED, MINORITY-, WOMEN-, AND VETERAN-OWNED BUSINESS OUTREACH PLAN

Proposer Name:	_____	Date:	_____
Project Name:	_____	Project Number:	_____
Contact Name:	_____	Telephone:	_____
Email:	_____		

The mission of the Minority Business Enterprise Program is to facilitate the full participation of disadvantaged businesses, minority-, women-, veteran-, and service-disabled veteran-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, small and disadvantaged businesses, including minority-, woman-, veteran-, and service-disabled veteran-owned businesses, must have an equal opportunity to be utilized in the performance of contracts with public funds spent from certain discretionary agreements. By submitting its offer, Bidder/Proposer certifies that it has taken, and if there are further opportunities will take, reasonable steps to ensure that small and disadvantaged businesses, including minority-, woman-, veteran-, and service-disabled veteran-owned businesses, are provided an equal opportunity to compete for and participate in the performance of any subcontracts resulting from this procurement.

The information submitted in response to this clause will not be considered in any scored evaluation. Failure to submit this form may cause the bid or proposal to be rejected.

Is the Bidder/ Proposer a certified firm? Yes ☐ No ☐

If yes, indicate all certification type(s):

DBE ☐ MBE ☐ WBE ☐ SBE ☐ VOSB/SDVOSB ☐

and supply a copy of the certificate and/or certification letter if not currently listed on the city's Minority Business Enterprise Program's (MBEP) certified list.

1. Include a list of firms that Bidder/ Proposer has had a contractual relationship with within the last two years that are minority-owned, woman-owned, veteran-owned or small businesses, regardless of their certification status.

 Click or tap here to enter text. 

2. Does Bidder/Proposer foresee any subcontracting opportunities for this procurement?

Yes ☐ No ☐

If no, please explain why in the field below. Do not complete the rest of this form and submit this first page with your bid and/or proposal.  Click or tap here to enter text. 

If yes, please complete the following pages and submit all pages with your bid and/or proposal.

Describe the steps Bidder/Proposer took to solicit small and disadvantaged businesses, including MBEs, WBEs, VOSBs, and SDVOSBs, for subcontracting opportunities for this procurement.

3. Check the good faith and outreach efforts the Bidder/Proposer used to encourage the participation of small and disadvantaged businesses including, MBEs, WBEs, VOSBs and SDVOSBs:

- ☐ Bidder placed advertisements in search of prospective small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs for the solicitation.
- ☐ Bidder attended LFUCG Procurement Economic Inclusion Outreach event(s) within the past year.
- ☐ Bidder attended pre-bid and/or pre-proposal meetings for this solicitation.
- ☐ Bidder sponsored an Economic Inclusion Outreach event.
- ☐ Bidder requested a list of certified small, DBE, MBE, WBE, VOSB and/or SDVOSB subcontractors or suppliers from LFUCG.
- ☐ Bidder contacted organizations that work with small, DBE, MBE, WBE, VOSB and/or SDVOSB companies.
- ☐ Bidder sent written notices to certified small, DBE, MBE, WBE, VOSB and SDVOSB businesses.
- ☐ Bidder followed up to initial solicitations with interested small, DBE, MBE, WBE, VOSB and/or SDVOSB.
- ☐ Bidder provided small, DBE, MBE, WBE, VOSB and/or SDVOSB businesses interested in performing the solicited work with prompt access to the plans, specifications, scope of work, and requirements of the solicitation.
- ☐ Bidder made efforts to segment portions of the work to be performed by small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs, including dividing sub-bid/partnership opportunities into economically feasible units/parcels, to facilitate participation.

- ☐ Bidder negotiated in good faith with interested small, DBE, MBE, WBE, VOSB and/or SDVOSB businesses.
- ☐ Bidder provided adequate rationale for rejecting any small business', DBEs, MBEs, WBEs, VOSBs or SDVOSBs for lack of qualifications.
- ☐ Bidder offered assistance in obtaining bonding, insurance, financial, equipment, or other resources to small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs, in an effort to assist them in meeting project requirements.
- ☐ Bidder made efforts to expand the search for small businesses, DBEs MBEs, WBEs, VOSBs and/or SDVOSBs beyond the usual geographic boundaries.
- ☐ Bidder made other reasonable efforts to include small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs participation.

4. Bidder/Proposer must include documentation, including the date each effort was made, the medium through which each effort was made, and the outcome of each effort with this form, regardless of the level of small, DBE, MBE, WBE, VOSB and/or SDVOSB participation. Examples of required documentation include copies of email communications, copies of newspaper advertisements, or copies of quotations received from interested small businesses, DBEs, MBEs, WBEs, VOSBs or SDVOSBs.

 Click or tap here to enter text. 

For detailed information regarding outreach efforts that satisfy the MBE Program's requirements, please see "Documentation Required for Good Faith Efforts and Outreach Plans" page.

Note: The Bidder/Proposer must be willing to report the identity of each subcontractor and the value of each subcontract to MBEP if awarded a contract from this procurement.

Failure to submit the documentation requested may be cause for rejection of the 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 and Outreach Efforts must be submitted with the bid, regardless of the proposed level of SBEs, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs participation in the procurement. If the Good Faith and Outreach Effort Form and associated documentation is not submitted with the bid response, the bid may be rejected.

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

Date

Company Representative

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**

INDEMNIFICATION AND HOLD HARMLESS PROVISION

- (1) It is understood and agreed by the parties that Contractor 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 Contractor or its employees, agents, servants, owners, principals, licensees, assigns or subcontractors of any tier (hereinafter "CONTRACTOR") 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) CONTRACTOR 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 CONTRACTOR'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 CONTRACTOR; and (b) not caused solely by the active negligence or willful misconduct of LFUCG.
- (3) In the event LFUCG is alleged to be liable based upon the above, CONTRACTOR 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.
- (4) These provisions shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this agreement.
- (5) LFUCG is a political subdivision of the Commonwealth of Kentucky. CONTRACTOR acknowledges and agrees that LFUCG is unable to provide indemnity or otherwise save, hold harmless, or defend the CONTRACTOR in any manner.
- (6) Notwithstanding, the foregoing with respect to any professional services performed by CONTRACTOR hereunder (and to the fullest extent permitted by law), CONTRACTOR 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 CONTRACTOR in the performance of this agreement.

FINANCIAL RESPONSIBILITY

BIDDER/CONTRACTOR understands and agrees that it shall demonstrate the ability to assure compliance with the above Indemnity provisions and these other risk management provisions prior to final acceptance of its bid and the commencement of any work or provision of goods.

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

BIDDER/CONTRACTOR 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 hereunder by CONTRACTOR. 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
Auto Liability	\$1 million per occurrence
Worker's Compensation	Statutory
Employer's Liability	\$100K
Professional (E&O) Liability	\$1 million per claim
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 (DOI). 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. 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.
- d. 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 BIDDER/CONTRACTOR'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

Safety and Loss Control

CONTRACTOR 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

BIDDER/CONTRACTOR 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

CONTRACTOR 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

BIDDER/CONTRACTOR 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 BIDDER/CONTRACTOR for any such insurance premiums purchased, or suspending or terminating the work.

Flexible Housing-Focused Financial Assistance Request for Proposals

1. BACKGROUND

The Department of Housing and Urban Development (HUD) has recently begun promoting Housing Problem Solving (HPS) as a best practice strategy that is person-centered, housing-focused and able to produce timely, cost-effective alternatives to literal homelessness. This strategy allows for creative solutions that produce successful returns to housing without ongoing rental assistance by focusing on a household's existing strengths and support networks.

Key to the success of this approach is the availability of flexible financial assistance funds. While some households can be transitioned to permanent housing through case management supports alone and other households may require ongoing subsidy, barriers to housing can often be resolved through nominal amounts of financial assistance paired with strengths-based service planning. However, many financial assistance resources carry restrictive regulations, low maximum assistance amounts, and limited eligible costs.

The Office of Homelessness Prevention and Intervention (OHPI) seeks to develop a flexible source of financial assistance that can support rapid resolution of housing crises. The proposed fund would create pathways to assistance not available through existing community resources to divert households from lengthy wait lists for limited ongoing rental assistance.

The Lex End Homelessness Housing Flex Fund allows households to access assistance for costs such as move-in assistance (deposits, application fees, rental/utility arrears impacting ability to secure subsequent housing), prevention assistance (rent/utility arrears, costs to support damages), relocation assistance (travel expenses to facilitate permanent housing opportunities), and other needs (obtaining critical documents, local transportation assistance, items needed for employment/job training, essential home furnishings).

To administer these financial assistance funds, the OHPI seeks partner organizations to serve as Access Point Agencies. Funded organizations will operate financial assistance in compliance with shared, system-wide policies and procedures. Such an approach creates consistency while also alleviating capacity burdens of individual organizations and creating improved access for households seeking assistance.

2. PURPOSE

This Request For Proposals (RFP) solicits proposals to administer financial assistance funds in accordance with the Lex End Homelessness Housing Flex Fund policies and procedures. This program shall prevent or rapidly resolve literal homelessness through provision of flexible assistance not presently available within the community.

Proposals will be evaluated by the Program Performance and Evaluation Committee of the Lexington-Fayette Urban County Government Homelessness Prevention and Intervention Board.

3. GENERAL PROVISIONS

3.1 Funding

LFUCG intends to award one or more contracts using local funds already budgeted. Currently allocated funding is one year, to begin on or about May 1, 2025.

Any potential continuation funding would be determined by the Program Performance and Evaluation Committee of the LFUCG Homelessness Prevention and Intervention Board based upon performance and outcomes. The intent of this allocation is 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 reserves the right to negotiate final award amounts with any successful bidder.

3.2 PROPOSAL SUBMISSION

Proposal Deadline – 2 p.m. on February 28, 2025

In order to be considered, complete proposals must be received by the February 28, 2025, deadline. A proposal must contain all required documents and respond to each of the required project narrative elements described in this RFP to be complete.

Proposals containing omissions of required information will be considered non-responsive and 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 for the Office of Homelessness Prevention and Intervention.

3.3 ACCEPTANCE/REJECTION OF PROPOSALS

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

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 LFUCG's judgement, best serve the interests of the LFUCG.

3.4 REQUESTS FOR CLARIFICATION

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.

3.5 TIMELINE

LFUCG intends to conduct proposal evaluation immediately following the proposal due date and intends to make funding announcements no later than March 17, 2024. This timeline is subject to change without notice.

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

3.6 QUESTIONS FROM POTENTIAL APPLICANTS

Potential applicants may submit questions about this RFP no later than 12:00 p.m. on February 20, 2025. Questions must be submitted via IonWave at: <https://lexingtonky.ionwave.net>.

Answers to all questions submitted will be posted online via IonWave on February 21, 2025, or as soon thereafter as is practicable for review by all potential applicants.

3.7 EVALUTATION PROCESS

Proposals will be evaluated by the Program Performance and Evaluation Committee of the LFUCG Homelessness Prevention and Intervention Board.

Scoring criteria are outlined in Section 5.0 Evaluation.

4. PROPOSAL REQUIREMENTS

Applicants must submit the proposal via LFUCG's Procurement Software at <https://lexingtonky.ionwave.net/>. Adherence to the proposal format by all applicants will ensure a fair evaluation of each proposals' ability to meet the needs of LFUCG. Proposals not following the prescribed format will be deemed non-responsive.

A complete proposal contains each of the following components:

4.1 ONE-PAGE COVER SHEET

A one-page cover sheet containing:

- a. Organization/lead applicant's name,
- b. Organization/lead applicant's address,
- c. Authorized representative's name,
- d. Authorized representative's email address and phone number,
- e. Title of the proposed project, and
- f. A brief summary of the proposed project (250 words or less).

4.2 PROJECT NARRATIVE

A project narrative describing the proposed scope of work and addressing each of the evaluation criteria described in Section 5.0 of this RFP. The project narrative should utilize the following format:

- a. Project narrative should not exceed 10 pages (cover sheet and attachments, such as other forms/certifications included in this RFP and/or general marketing material, work samples, or mock-up materials, do not count toward this page limit).
- b. All pages, text, and/or images should be formatted and sized so the PDF file containing the project narrative is readily capable of being printed on standard 8½" by 11" white copy paper with no less than a ½" margin on any side.
- c. Project narrative should respond to each of the evaluation criteria described in Section 5.

4.3 ATTACHMENTS

- a. All forms, information, and/or certifications included in this RFP must be completed and submitted as attachments to the project narrative described above.
- b. Additional attachments, such as general marketing material, work samples, or mock-up materials, may be submitted as attachments to the project narrative. Applicants are asked to limit the number of additional attachments to only those necessary to demonstrate capability relevant to the proposed project. Additional attachments are optional, not required.
- c. All pages of complete submission should be numbered in the bottom right corner.
- d. All pages of attachments, text, and/or images should be formatted and sized so the PDF file submitted is readily capable of being printed on standard 8½" by 11" white copy paper with no less than a ½" margin on any side.

5. EVALUATION

5.1 ORGANIZATIONAL CAPACITY & EXPERIENCE – 25 points

Applicants should provide a detailed account of their experience in working with households experiencing homelessness and/or housing insecurity, particularly provision of case management services and administration of financial assistance. Applicants should demonstrate financial and administrative capacity to successfully manage funds and timely assist participant households. Applicants should demonstrate an awareness of the local homeless response system and local needs of persons experiencing homelessness/housing instability. Applicants should have proven experience in supporting individuals and households

in achieving stability through direct service supports, knowledge of community resources, and partnerships with other community providers. Provide resumes/CVs for all staff involved and detailed description of any subcontractors or other entities providing support to the project.

This project will be required to participate in the Kentucky Homeless Management Information System (KYHMIS). Proposals should describe the organization's current participation in KYHMIS and its plan to ensure full participation in KYHMIS for the proposed project.

Applicant organizations must be formal members of the local Continuum of Care and participate in the local Coordinated Entry System (aka Housing Triage System). Proposals should describe the organization's current participation in both.

5.2 PROJECT DESIGN – 25 points

Responses should provide a detailed description for how the applicant proposes to design and operate processes for receiving and reviewing applications and disbursing payment. This should include strategies to avoid duplication of benefit, ensure timely availability of assistance, assess household needs and strengths, and ability to facilitate long-term stability.

Project design should address:

- How will the project leverage available funding with existing community resources to create new and innovative approaches to preventing or rapidly ending literal homelessness?
- What is the project plan for receiving and reviewing assistance applications? How will the project assess household needs, ensure adequate levels of service, and facilitate long-term housing stability?
- How will the project work with key stakeholders such as emergency shelter and homeless outreach providers, housing and supportive service providers, crisis service providers, and other relevant stakeholders?
- How will project design facilitate timely access to assistance? How will the applicant's financial and administrative structure manage the assistance funds? What is the expected timeline for disbursement of funds upon approval of application? What capacity does the project have to facilitate expedited payment for time-sensitive needs?
- What is the project plan for collecting and maintaining data regarding outcomes? How will the project evaluate progress and success?

The proposal should also include a plan for project management as well as a timeline for implementation.

5.3 SERVICES AND OUTCOMES – 20 points

Responses should include a detailed account of the specific services available through the program (direct services or via partnerships) and how those services will facilitate anticipated outcomes.

- How will the project avoid duplication of benefit and facilitate connection to other community resources?
- How will the project assess participant needs and engage participants in planning for continued housing stability? What is the project plan for follow-up contacts with participant households?
- How will the project facilitate access to resources such as the local Coordinated Entry System for households requiring greater levels of assistance?
- How will the project approach data collection and entry to ensure complete, accurate, and timely data is maintained in the Kentucky Homeless Management Information System (KYHMIS)? What is the project's plan to review data and outcomes?

Applicants should also project the target number of households to be served with the level of funding requested. Applicants should also provide any additional target outcomes (referrals to community resources, connection to mainstream benefits, households assessed for Coordinated Entry, etc.) proposed by the project.

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

5.4 SUSTAINABILITY – 15 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 End 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.

5.5 PROPOSED LINE-ITEM BUDGET AND 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.

Project funds should be prioritized for direct client benefits and applicants should leverage other resources for personnel and administrative costs to the full extent possible. Maximum points in this area of evaluation will be awarded to proposals that dedicate program funds solely to client benefit expenses.

Responses should:

- a. Provide a line item budget and budget narrative, with sufficient detail to demonstrate the necessity and reasonableness of proposed expenses.
- b. For each category listed below, identify the amount of funding requested and description of how total costs were determined:
 - Personnel – Identify key personnel and time allocated to project.
 - Fringe Benefits – Include the fringe benefit rate or show how fringe benefit costs were calculated for the proposed personnel expenses.
 - Equipment – Clearly identify one-time expenses versus ongoing.
 - Travel – Describe any anticipated travel expenses both out-of-area and local.
 - Contractual – Describe any expenses for which the applicant intends to contract with another entity. Project narrative should match this line with a detailed description of contractor's qualifications and role in the project.
 - Operating Expenses – Costs associated with office supplies, paper, copies, etc.
 - 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.



Housing Flex Fund Policies & Procedures

February 2025

Lex End Homelessness Housing Flex Fund Policies and Procedures

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1. Introduction

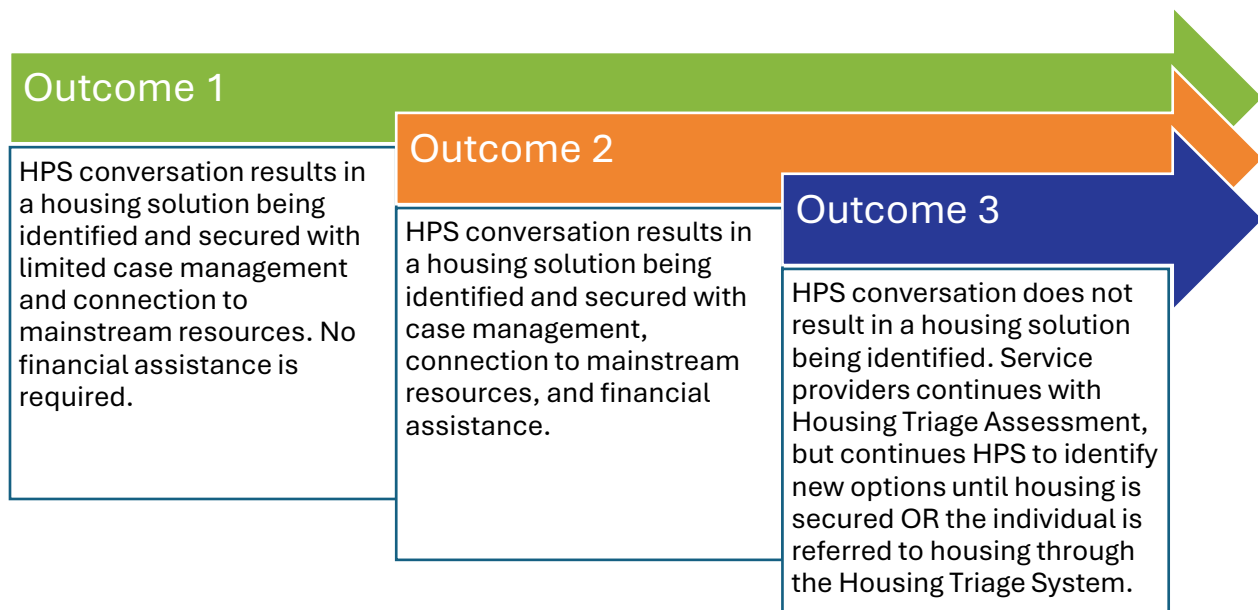
1.1 Housing Flex Fund Overview

The Lex End Homelessness Housing Flex Fund, managed by the Lexington-Fayette Urban County Government Office of Homelessness Prevention and Intervention (OHPI), was created to provide a flexible source of funding to assist eligible participants and their households in obtaining and maintaining long-term, stable housing of their choice. The funds come from sources, such as local dollars and private donations, that allow for maximum flexibility tailored to the individualized needs of the household experiencing housing crisis.

1.2 Use of the Housing Flex Fund

The LEH Housing Flex Fund is one of the CoC's available tools to be used in Housing Problem Solving (HPS) conversations. The CoC promotes housing problem solving as a best practice and adopted system-wide intervention. This approach assists individuals in identifying their own strengths and opportunities to resolve their housing crisis without entering literal homelessness or, if they do, quickly exiting to a stable housing situation.

Many housing situations can be resolved without the use of financial assistance. Participating organizations should assist households in exploring all alternatives before requesting financial assistance. Provider organizations should engage participants in Housing Problem Solving conversations at presentation, assisting participants in both solving their immediate housing crisis and planning for long-term housing stability. This can include development of a housing plan and completion of a Housing Triage Assessment as appropriate.



2. Agency Participation and Roles & Responsibilities

2.1 LFUCG Office of Homelessness Prevention and Intervention

The Office of Homelessness Prevention and Intervention (OHPI) oversees the Lex End Homelessness Housing Flex Fund. In this role, OHPI staff:

- Identify and secure funding
- Contract with eligible provider agencies to administer the fund
- Determine appropriate funding sources for all eligible requests
- Update the LEH Housing Flex Fund policies and procedures as needed
- Ensure compliance to policies and procedures and consult Access Point Agencies as needed
- Monitor outcomes toward continuous improvement of the Housing Flex Fund

2.2 Housing Flex Fund Access Point Agencies

Access Point Agencies assist in making funds available to the community, accepting applications for assistance and processing payment. To be eligible to request Housing Flex Fund assistance on behalf of a participant, an agency must agree to:

- Complete all required Housing Flex Fund trainings and administer funds in compliance with the LEH Housing Flex Fund policies and procedures
- Document all transactions in the Kentucky Homeless Management Information System (KYHMIS)
- Conduct follow-up with participant households for up to six months after assistance is provided

In addition to program-specific responsibilities, organizations serving as an Access Point Agency are required to:

- Maintain active membership in the Continuum of Care (CoC)
- Participate in the Kentucky Homeless Management Information System (HMIS)
- Participate in the CoC's Housing Triage System (Coordinated Entry)

Agencies desiring to become an Access Point Agency should contact Jeff Herron at jherron@lexingtonky.gov.

3. Eligible Participants

To receive funds, participants must have resided in Fayette County for at least one year and meet one of the following criteria:

3.1 Experiencing Homelessness

Individuals meeting Categories 1 or 4 of the Department of Housing and Urban Development (HUD) definition of homelessness may request assistance:

- An individual or family staying in shelter, transitional housing, a place not meant for human habitation, or in an institution for less than 90 days if the individual/family was homeless immediately prior.
- An individual or family who is fleeing/attempting to flee domestic violence, has no other residence, and lacks the resources and support networks to obtain other permanent housing.

3.2 At-Risk of Experiencing Homelessness

Individuals at imminent risk of homelessness under Category 2 of the HUD definition of homelessness may request assistance:

- An individual or family who will lose their primary nighttime residence within 14 days, have not identified a subsequent residence, and lacks the resources or support networks needed to obtain other permanent housing.

3.3 Recently Exited Homelessness

Individuals having recently exited homelessness may request assistance to prevent a return to homelessness:

- An individual or family who exited to a permanent housing destination within the last 365 days after having previously met the HUD definition of experiencing literal homelessness.

4. Allowable Expenses and Assistance Limits

4.1 Allowable Expenses

The Housing Flex Fund can be used to meet a variety of needs that are directly related to a participant's ability to obtain/maintain permanent, stable housing. Funds are intended to be used to address needs that cannot be met through other available sources and that are essential for preventing or ending the participants' homelessness. General expense categories are listed below, but may change over time. Consult the Lex End Homelessness Housing Flex Fund website to understand what expenses are allowable under currently available funding: <http://www.lexendhomelessness.com/resources-for-partners>

4.1.1 Move-In Assistance

- Reasonable rental application fees
- Security deposit
- Pet deposit
- Utility costs including startup costs or past due payment, if these unpaid costs impact a participant's ability to secure utilities in a new location
- Renter's insurance, if required to secure housing
- Essential home furnishings (**see list**)
- One-time moving costs, such as cost of a moving service or storage fees for a limited period
- Other housing expenses required for move-in as approved by the OHPI

4.1.2 Prevention Assistance

- Up to 2 months rental arrears with documentation of the past due rent **and** an agreement from the landlord they will permit the tenant to stay if arrears are paid
 - Arrears may also be paid to a previous landlord/property if payment of the debt is required to secure subsequent housing
- Up to 2 months utility arrears with documentation of the past due bill
- Up to 1 month of contract rent to be paid to the landlord to address damages where the landlord can document costs incurred and signs an agreement permitting the tenant to stay

4.1.3 Rental Assistance

Rental assistance may be requested to address a short-term need for rental support for situations such as sudden loss of income or medical emergencies. The request must include a confirmed plan for the participant to maintain rent after the assistance.

- Up to 2 month's forward rent

4.1.4 Relocation Assistance

Relocation assistance may be requested for a confirmed housing opportunity—such as a lease in another community or housing with a friend or family member who has committed to housing the participant for an indefinite period. The service provider must confirm the housing opportunity and note confirmation in the request for assistance and in HMIS. Reasonable transportation expenses include:

- Bus tickets
- Airfare
- Gas (using federal reimbursement rates)

Travel expenses should reflect the least expensive option based on the participant's need. Assistance for relocation expenses for participants driving themselves are typically made via gift/gas card.

Relocation assistance is limited to one-time use.

4.1.5 Other

Requests for assistance can also be requested in other areas where there is a direct connection to a participant's housing. This includes:

- Costs associated with obtaining critical documents (driver's license, state identification, birth certificate, academic transcripts)
- Bus passes (up to 3 months for specific needs related to housing goals)
- Items needed for specific employment or job training (uniforms, footwear, professional attire, tools, protective equipment)
- One-time assistance with essential home furnishings (non-luxury items considered necessary for habitability of a housing unit)

4.2 Rental Payment Guidelines

Assistance provided toward rent and related costs are expected to allow participants to obtain or sustain their housing. Service providers are required to plan for long-term housing stability with participants, particularly where rents are high for the area or rent is close to or appears to exceed the participant household's available income.

Requests for rental assistance for rents exceeding 150% of area Fair Market Rent (FMR) values must include in the request a justification for the rent amount, both in terms of its reasonableness for the unit and for the participant's ability to sustain the housing. Providers can access area Fair Market Rent values [here](#).

4.3 Annual Assistance Limits

Households are limited to following assistance limits in an annual period:

- Single adult households = up to \$2,000
- Households with minor children = up to \$3,000

If a participant household does not expend all assistance for which they are eligible, the household can submit for additional assistance within a one-year period until the household funding limit is reached. Households limits reset annually from the first date of assistance.

5. Application Process

5.1 Accessing and Submitting Applications

All applications must be prepared with the participant by an approved Access Point Agency or partner organization. Participants may not request funds on their own behalf.

The application and any related forms can be found on the Lex End Homelessness website at <http://www.lexendhomelessness.com>.

Access Point Agencies are responsible for developing a process for receipt of applications and required documentation. Guidelines for submission should be clearly communicated to applicant households.

5.2 Application Details

To be considered complete, applications must include the following:

- Date of Request
- Participant Household Information including
 - Name of household members
 - Date of Birth for Head of Household
 - Participant HMIS Client ID Number
 - Amount of Monthly Household Income
- Access Point Agency Information including:
 - Name of Organization
 - Name of Requestor
 - Name of Program (If Applicable)
- Requester Phone Number
- Requester E-mail Address
- Relationship of Requester to Participant (Case Manager, Housing Navigator, Etc.)
- Case Manager Name (If Different from Requester)
- Payment Request Information including:
 - Amount of Request
 - Area of Assistance Requested
 - From and To Service Dates
 - Explanation of Special Needs or Circumstances (ex: expedited payment)
 - Detailed Explanation of Reason for Request/Participant Need
 - Explanation of How the Need Cannot be Met by Other Community Resources
- Payment Information including:
 - Name of Vendor to be Paid
 - Contact Information for Authorized Representative
 - Mailing Address of Vendor or Name of Case Manager Picking Up Payment

Incomplete applications will not be accepted. Direct payment is made only to eligible third parties on the participant's behalf and only upon submission and approval of all required documentation.

5.3 Required Documentation

All payment requests must include the following documentation, uploaded as an attachment to the application:

- Participant Authorizations
 - Housing Flex Fund Information Form, Signed by the Participant and Agreeing to Receive Follow-Up Calls from the Access Point Agency Facilitating the Request
 - HMIS Release of Information
- W-9 Form Completed by the Landlord or Vendor
- For Rental Assistance Requests
 - Valid Rental Lease Agreement
 - Documentation of How Participant Will Maintain Rent Costs
 - If Rental Arrears, Copy of a 7-Day Notice or Eviction Notice and a Rent Ledger
- For Utility Assistance Requests
 - Complete Copy of the Utility Bill Including Account Information
 - Copy of the Participant's Lease
 - If Utility Arrears, Copy of a Utility Disconnect Notice/Documentation Utility Bill is 30 Days or More Past Due
- For Household Furnishings and Other Purchases
 - All Related Receipts/Invoices
 - Explanation of How the Purchase Directly Supports Obtaining/Maintaining Housing

5.4 Application Review Process

All assistance applications will be reviewed by the Access Point Agency in a timely manner (approximately 1-3 business days).

The Access Point Agency is responsible for:

- Ensuring completeness of application and required documentation
- Confirming eligibility of assistance requested per Housing Flex Fund policies
- Confirming eligibility of participant household, including HMIS review of any previously provided assistance
- Verifying the LEH Housing Flex Fund as the assistance source of last resort

If an assistance request is denied, the Access Point Agency will notify the applicant and provide a reason for denial. If the reason for denial is related to missing or incomplete documentation, the applicant may be given up to 10 business days to satisfy the remaining requirements. If requirements are not satisfied within 10 business days, the request must be resubmitted and the Access Point Agency cannot guarantee assistance.

The LEH Housing Flex Fund does not have an appeal process.

All assistance requests are contingent upon the availability of funding. Even if all eligibility criteria and related requirements are met, requests may not be approved.

5.5 Payment Disbursement

Access Point Agencies must demonstrate the financial and management capacity and experience to administer the LEH Housing Flex Fund as detailed in the policies and procedures.

Once the application is approved, payment will be disbursed by the Access Point Agency within 3 business days. The Access Point Agency should make reasonable efforts to expedite payment on time-sensitive assistance requests.

Direct payment is to be made only to eligible third parties on the participant's behalf and only upon submission and approval of all required documentation.

5.6 HMIS Requirements

All Access Point Agencies are required to maintain participant household and assistance records in the Kentucky Homeless Management Information System (KYHMIS). Access Point Agencies are required to comply with CoC's HMIS Data Quality Plan, meeting all standards for data accuracy, completeness, and timeliness. To avoid duplication of benefits, all records must be entered KYHMIS within 3 days.

Access Point Agencies are responsible for obtaining a KYHMIS Release of Information for all participant households. If a household refuses to have their information shared in HMIS, the Access Point Agency is responsible for communicating with the local HMIS Lead to adjust visibility settings accordingly.

Access Point Agencies are required to:

- Create/update Client Profiles in KYHMIS for the Head of Household and each household member
- Complete an Entry/Exit to the LEH Housing Flex Fund project containing basic household and assistance request information
- Complete Service Transactions reflecting any assistance approved and disbursed from the LEH Fund
- Complete Interim Updates to reflect required follow-up contacts at 30 days, 3 months, and 6 months after assistance is rendered
- Facilitate participant household access to the CoC's Housing Triage System (aka Coordinated Entry System) as needed and appropriate

5.7 Reimbursement to Access Point Agencies

Access Point Agencies are required to submit monthly invoices to the Office of Homelessness Prevention and Intervention for reimbursement of actual expenditures. Monthly invoices will be processed in accordance with LFUCG policies.

The Office of Homelessness Prevention and Intervention reserves the right to deny payment for any expenditures not in compliance with established LEH Housing Flex Fund policies. It is the responsibility of the Access Point Agency to consult the Office of Homelessness Prevention and Intervention on any questions or clarifications of policies in advance for disbursing payment on behalf of the participant household.

6. Follow-Up and Evaluation

In its mission to ensure everyone in Lexington has access to safe and stable housing, the Lex End Homelessness CoC believes:

- 1) That housing is the solution to ending and preventing homelessness. All services, supports, and funding are oriented towards achieving this solution.
- 2) In effectiveness. We evaluate our strategies and programming in order to improve and stay current on best practices to ensure they are fully implemented.
- 3) In data. We collect, analyze, and use data to understand opportunities for improvement, to monitor compliance, and to outwardly message the impact of our work.

6.1 Follow-Up Contact with Participant Households

Approved Access Point Agencies facilitating participant household requests for assistance agree to conduct follow-up contact to monitor continued housing stability. Follow-up contacts are to occur at the following milestone after assistance is rendered: 30 days, 3 months, and 6 months.

Access Point Agencies must document follow-up contacts within HMIS by completing an Interim Update including responses to all required fields.

6.2 Annual Report of Funding and Outcomes

The Lex End Homelessness Housing Flex Fund will present annually to the Program Performance and Evaluation Committee of the CoC Board. All programs receiving funding through Lexington-Fayette Urban County Government to address homelessness present annually to the committee.

The Program Performance and Evaluation Committee, composed of neutral parties with no direct affiliation with a service organization and/or its board, determines funding allocations on behalf of the CoC. Committee members utilize annual presentations to understand the effectiveness of funded programs as well as opportunities to improve both individual programs and system-wide strategies.

6.3 Ongoing Evaluation

At least annually, the Office of Homelessness Prevention and Intervention shall engage participating Access Point Agencies in a review of Housing Flex Fund policies and procedures. This review is intended to identify operational challenges, ensure consistency in service provision, and examine needed policy changes to reduce barriers and ensure equity.

Additionally, the Lex End Homelessness CoC values the expertise of persons with lived experience of homelessness. As such, all participant households will be provided the opportunity to complete a participant feedback survey.

Finally, the CoC will hold at least one listening session annually with persons with lived experience to solicit additional input regarding the needs of persons experiencing homelessness, ways to improve access to the Housing Flex Fund, and any additional resources that would improve program effectiveness and participant outcomes.

Changes to Housing Flex Fund Policies and Procedures should be presented to the Advocacy, Issues, and Programs Committee of the CoC Board for approval.