

**LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
COMMUNITY PROJECT AGREEMENT**

THIS COMMUNITY PROJECT AGREEMENT (“Agreement”) is made and entered into on the 11th day of December 2023, by and between the Lexington-Fayette Urban County Government, an urban county government of the Commonwealth of Kentucky created pursuant to KRS Chapter 67A (“LFUCG”), 200 East Main Street, Lexington, Kentucky 40507, and FOODCHAIN, INC., a Kentucky nonprofit corporation (“Organization”), with offices located at 501 West Sixth Street, Suite 105, Lexington, Kentucky 40508.

WITNESSETH

WHEREAS, the Organization is a 501(c)(3) nonprofit organization, as defined by the Internal Revenue Code, that owns the property (or properties) located at 501 West Sixth Street, Suite 105, located in Lexington, Kentucky (“Property” or “Properties”);

WHEREAS, the Organization provides aide to residents of Fayette County who are low-income, underserved, and/or marginalized;

WHEREAS, LFUCG issued Request for Proposal (RFP) No. 37-2023 for its “Nonprofit Capital Grants Program,” which offers grant awards to Fayette County 501(c)(3) nonprofit organizations who directly provide, or indirectly facilitate, the provision of services to low-income, underserved, or marginalized Lexington-Fayette County residents, and is designed to better position local government in recognizing the strains upon infrastructure within our local network of community agency partners which are affecting their service delivery to residents;

WHEREAS, the Organization submitted a response to RFP No. 37-2023, seeking funding from LFUCG for operational investment projects and/or capital improvement projects so it can budget appropriate funds to continue providing needed services to Fayette County residents;

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the receipt and sufficiency of which are acknowledged, the parties hereby agree as follows:

1. **EFFECTIVE DATE; TERM.** This Agreement shall commence on DECEMBER 12, 2023, and shall last until APRIL 30, 2025, unless terminated by LFUCG at an earlier date.

2. **RELATED DOCUMENTS.** This Agreement shall consist of the terms herein as well as the following additional documents, which are attached hereto as exhibits and incorporated herein by reference as if fully stated:

- a. **Exhibit A** – Request for Proposal, Risk Management Provisions, and Scope of Project
- b. **Exhibit B** – Response to Request for Proposal

To the extent there is any conflict between or among any of these documents, the terms and provisions of this Agreement shall prevail, followed by terms and provisions of **Exhibit A**,

then **Exhibit B**, in that order.

3. **SCOPE OF WORK.** Organization shall complete the Scope of Project outlined in the attached **Exhibit A** (the "Project(s)"), which are further specified in Numbered Paragraph 4 of this Agreement. The Organization shall complete these Projects in a timely, workmanlike and professional manner, as specified herein.

4. **PAYMENT.** LFUCG shall pay Organization a total amount not to exceed FIFTY-FIVE THOUSAND DOLLARS (\$55,000) ("Funds") for the completion of the Project. The total amount of Funds the Organization shall receive is divided into separate amounts which shall be allocated for each Project. Thus, the total amount paid for each Project ("Sum") shall not exceed the amounts stated herein:

PROJECT # AND DESCRIPTION	SUM
1) White Box Storage Space	1) \$55,000

The use of these Funds are limited to the Projects described in this numbered Paragraph and may not be spent by the Organization for any other purpose without the prior written consent of LFUCG. Absent any additional written agreement stating otherwise, any travel or other expenses are excluded from the above payment schedule.

a. LFUCG shall make payment under this Agreement upon timely submission of approved invoice(s) from Organization specifying that nature of work performed, accompanied by data satisfactory to LFUCG to document entitlement to payment for work completed to date. LFUCG shall have thirty (30) days from the date of receipt of the invoice to pay the invoice amount. LFUCG reserves the right to refuse payment if it is determined by LFUCG that any of the work performed on the Projects is inadequate or defective.

b. LFUCG also reserves the right to reject any invoice submitted for services more than sixty (60) days after the services were rendered.

5. **CONSTRUCTION TERMS.** If applicable, the following terms shall apply to any of the Project(s) above that require construction costs.

a. **Project to be Completed in Workmanlike Manner.** Organization shall bid, contract for, and cause to prosecute to completion, the Projects described herein in a good, safe and workmanlike manner, and in compliance with all applicable codes, ordinances, laws and regulations. Organization shall take necessary action to protect the life, health, safety, and property of all personnel on the job site, members of the public, and personnel.

b. **Permits.** Organization agrees to obtain all necessary local, state, and federal permits, encroachments, permissions, approvals, etc. in a timely manner and prior to start of construction.

c. **Building Regulations.** Organization asserts that it is in full compliance with all

applicable provisions of the Lexington-Fayette Urban County Government's Code of Ordinances Chapter 5 – Buildings and Building Regulations, Chapter 7 – Finance and Taxation, Chapter 12 – Housing, and Chapter 16 – Sewage, Garbage, Refuse, and Weeds, or in compliance with Kentucky Department of Housing Buildings and Construction rules and requirements as is appropriate for those state institutions, parcels, or buildings which are subject to state regulations and oversight as opposed to local ordinances and regulations. If the Organization becomes out of compliance with any of these provisions, it will provide written notice to LFUCG immediately. Failure to notify LFUCG and resolve any such matters to the satisfaction of LFUCG may lead to termination of the Agreement for cause.

d. No Liens. Organization will cause all work to be performed, including all labor, materials, supervision, supplies, equipment, architectural, and engineering services necessary to complete the improvements, in accordance with all applicable standards in the construction industry. The Organization will complete the improvements free from all materialmen's liens and all mechanic's liens and claims. All contracts with subcontractors and materialmen will contain, upon the request of LFUCG, a provision for not less than ten percent (10%) retainage to ensure adequate and complete performance in connection with interim or progress payments hereunder.

e. Right of Inspection. Organization will permit access by LFUCG to the books and records of Organization related to the Project at reasonable times. In the event LFUCG determines that any work or materials are not substantially in conformance with applicable standards in the construction industry, or are not in conformance with any applicable laws, regulations, permits, requirements or rules of any governmental authority having or exercising jurisdiction thereover or are not otherwise in conformity with sound building practices, LFUCG may stop the work and order replacement or correction of any such work or materials. Such inspection will not be construed as a representation or warranty by LFUCG to any third party that the improvements are, or will be, free of faulty materials or workmanship.

f. Nonliability. This Agreement will not be construed to make LFUCG liable to materialmen, contractors, craftsmen, laborers or others for goods and services delivered by them to or upon the property on which the Project is constructed, or for debts or claims accruing to said parties against the Organization. There are no contractual relationships, either express or implied, between LFUCG and any materialman, contractors, craftsmen, laborers or any other persons supplying work, labor or materials on the job, nor will any third person or persons, individual or corporate, be deemed to be beneficiaries of this Agreement or any term, condition or provisions hereof or on account of any actions taken or omitted by LFUCG pursuant hereto.

6. TERMINATION. LFUCG, through the Mayor or the Mayor's designee, may terminate this Agreement for any reason whatsoever by providing Organization with at least thirty (30) days' advance written notice. Organization shall be entitled for payment of all work performed up to that period of time, calculated on a reasonable basis.

- a. In the event of a termination based upon a material condition of non-performance or default by Organization, LFUCG shall provide Organization with advance written notice and a reasonable period of time to cure the breach.
- b. Organization may only terminate this Agreement based upon LFUCG's failure to timely pay for properly invoiced and accepted work. Organization shall provide LFUCG with at least thirty (30) days' advance written notice and an opportunity to cure prior to termination.
- c. Organization acknowledges that LFUCG is a governmental entity, and that the validity of this Agreement is based upon the availability of appropriated funding. In the event that such funding is not appropriated in a future fiscal year, LFUCG's obligations under this Agreement shall automatically expire without penalty to the LFUCG thirty (30) days after written notice to Organization. LFUCG shall exercise any application of this provision in good faith.
7. **REPORTING.** Organization shall provide LFUCG with timely quarterly reports and updates related to the completion of the Projects in the form and manner reasonably specified by LFUCG.
8. **REGISTRATION; COMPLIANCE; AUTHORITY TO SIGN.** Organization shall be lawfully registered or authorized to do business in the Commonwealth of Kentucky and Lexington-Fayette County and shall at all times comply with any and all applicable federal, state, and local laws, ordinances, and regulations. LFUCG may request proof that Organization has timely filed federal, state, or local tax forms which shall be provided by Organization on a timely basis. The person signing this Agreement on behalf of Organization is fully authorized to do so.
9. **INSURANCE; INDEMNITY.** The Risk Management Provisions in **Exhibit A** are incorporated herein as if fully stated.
10. **RECORDS.** Organization shall keep and make available to LFUCG any records related to this Agreement as are necessary to support its performance of the services for a period of at least five (5) years following the expiration or termination of this Agreement, or as otherwise required depending upon the source of funds. Books of accounts shall be kept by Organization and entries shall be made therein of all money, goods, effects, debts, sales, purchases, receipts, payments and any other transactions of Organization related to this Agreement and shall be made available to LFUCG upon request.
- a. LFUCG shall be the owner of all final documents, data, studies, plans, reports, and information prepared by Organization under this Agreement.
- b. Organization understands and agrees that this Agreement and any related documents may be subject to disclosure under the Kentucky Open Records Act and will comply with any reasonable request by LFUCG to provide assistance with such a request.

11. **ACCESS.** Organization shall allow LFUCG any necessary reasonable access to monitor its performance under this Agreement.
12. **CONTRACTUAL RELATIONSHIP ONLY.** In no event shall the parties be construed, held or become in any way for any purpose the employee of the other party, or partners, associates or joint ventures in the conduct of their respective endeavors or otherwise.
13. **EQUAL OPPORTUNITY; FAIRNESS ORDINANCE.** Organization shall provide equal opportunity in employment for all qualified persons, and shall (a) prohibit discrimination in employment because of race, color, creed, national origin, sex, age, sexual orientation, gender identity, or handicap, (b) promote equal employment through a positive, continuing program of equal employment, and (c) cause any subcontractor or agency receiving funds provided pursuant to this Agreement to do so. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices. Organization agrees to comply with LFUCG's Fairness Ordinance (Ordinance No. 201-99) and all sources of applicable law, including those specified in any Exhibit attached to this Agreement and incorporated herein by reference.
14. **SEXUAL HARASSMENT.** Organization must adopt or have adopted a written sexual harassment policy, which shall, at a minimum, contain a statement of current law; a list of prohibited behaviors; a complaint process; and a procedure which provides for a confidential investigation of all complaints. The policy shall be given to all employees and clients and shall be posted at all locations where Organization conducts business. The policy shall be made available to LFUCG upon request.
15. **DISPOSITION OF PROPERTY.** Organization agrees that it shall not sell or otherwise dispose of any goods, property, or equipment acquired and/or improved with any portion of the Funds without first obtaining the consent of LFUCG. Organization agrees that this provision shall survive termination of the Agreement if this Agreement terminates prior to December 31, 2027. If Organization breaches this provision, Organization may be liable to LFUCG for that breach in an amount that shall not exceed the fair market value of the goods, property and/or equipment that it sold or otherwise transferred. LFUCG further reserves the right to enforce this provision through any remedy available at law, equity, or in bankruptcy.
16. **INVESTMENT.** Any investment of the Funds received pursuant to this Agreement must fully comply with any restrictions imposed by law.
17. **NO ASSIGNMENT.** Organization may not assign any of its rights and duties under this Agreement without the prior written consent of LFUCG.
18. **NO THIRD PARTY RIGHTS.** This Agreement does not create a contractual relationship with or right of action in favor of a third party against either Organization or LFUCG.
19. **KENTUCKY LAW AND VENUE.** This Agreement shall be governed in all respects by the laws of the Commonwealth of Kentucky and venue for all actions shall lie in the Circuit Court of Fayette County, Kentucky.

20. **AMENDMENTS.** By mutual agreement, the parties to this Agreement may, from time to time, make written changes to any provision hereof. Organization acknowledges that LFUCG may make such changes only upon approval of its legislative authority, the Lexington-Fayette Urban County Council, and the signature of its Mayor.

21. **NOTICE.** Any written notice required by the Agreement shall be delivered by certified mail, return receipt requested, to the following:

For Organization:

Kristin Hughes, Co-Executive Director
FoodChain, Inc.
501 West Sixth Street, Suite 105
Lexington, Kentucky 40508

For Government:

Kacy Allen-Bryant , Commissioner of Social Services
Lexington-Fayette Urban County Government
200 East Main Street
Lexington, Kentucky 40507

22. **WAIVER.** The waiver by either party of any breach of any provision of this Agreement shall not constitute a continuing waiver or waiver of any subsequent breach by either party of either the same or another provision.

23. **ENTIRE AGREEMENT.** This Agreement shall constitute the entire agreement between the parties and no representations, inducements, promises or agreements, oral or otherwise, which are not embodied herein shall be effective for any purpose. This Agreement shall replace any previous agreement between the parties on the same subject matter.

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SIGNATURE PAGE TO FOLLOW

EXHIBIT "A"

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
SUPERIOR COURT
IN AND FOR THE COUNTY OF LOS ANGELES



Lexington-Fayette Urban County Government

Request for Proposals

The Lexington-Fayette Urban County Government hereby requests proposals for **RFP #37-2023 Nonprofit Capital Grants - Facility Improvements** 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 **September 20, 2023**. 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 one hundred twenty (120) calendar days.

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

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

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

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

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

Laws and Regulations

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

Equal Employment Opportunity

The Entity (regardless of whether construction contractor, non-construction contractor or supplier) agrees to provide equal opportunity in employment for all qualified persons, to prohibit discrimination in employment because of race, color, religion, sex (including pregnancy, sexual orientation or gender identity), national origin, disability, age, genetic information, political affiliation, or veteran status, and to promote equal employment through a positive, continuing program from itself and each of its sub-contracting agents. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.

Kentucky Equal Employment Opportunity Act

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

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

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

representative of the contractor's commitments under the nondiscrimination clauses."

The Act further provides:

"KRS 45.610. Hiring minorities -- Information required

(1) For the length of the contract, each contractor shall hire minorities from other sources within the drawing area, should the union with which he has collective bargaining agreements be unwilling to supply sufficient minorities to satisfy the agreed upon goals and timetables.

(2) Each contractor shall, for the length of the contract, furnish such information as required by KRS 45.560 to KRS 45.640 and by such rules, regulations and orders issued pursuant thereto and will permit access to all books and records pertaining to his employment practices and work sites by the contracting agency and the department for purposes of investigation to ascertain compliance with KRS 45.560 to 45.640 and such rules, regulations and orders issued pursuant thereto.

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

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

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

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

KRS 45.630 Termination of existing employee not required, when

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

KRS 45.640 Minimum skills

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

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

LFUCG Non-Appropriation Clause

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

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

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

Contention Process

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

Notice of contention with the RFP process must be filed within 3 business days of the bid/proposal opening by (1) sending a written notice, including sufficient documentation to support contention, to the Director of the Division of Procurement or (2) submitting a written request for a meeting with the Director of Procurement to explain his/her

contention with the RFP process. After consulting with the Commissioner of Finance the Chief Administrative Officer and reviewing the documentation and/or hearing the vendor, the Director of Procurement shall promptly respond in writing findings as to the compliance with RFP processes. If, based on this review, a RFP process irregularity is deemed to have occurred the Director of Procurement will consult with the Commissioner of Finance, the Chief Administrative Officer and the Department of Law as to the appropriate remedy.

Notice of appeal of a RFP recommendation must be filed within 3 business days of the RFP recommendation by (1) sending a written notice, including sufficient documentation to support appeal, to the Director, Division of Procurement or (2) submitting a written request for a meeting with the Director of Procurement to explain his appeal. After reviewing the documentation and/or hearing the vendor and consulting with the Commissioner of Finance and the Chief Administrative Officer, the Director of Procurement shall in writing, affirm or withdraw the recommendation.

SELECTION CRITERIA:

1. Directly Provide or Indirectly Facilitate the Provision of Services to Low-income, Underserved, or Marginalized Lexington-Fayette County Residents 20%
2. Demonstrated Need 20%
3. Applicant Capacity for Project and Meeting LFUCG Requirements 20%
4. Operational Feasibility 20%
5. Cost Analysis 20%

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

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

Affirmative Action Plan

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

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

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

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

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

AFFIDAVIT

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

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

Continued on next page

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

Further, Affiant sayeth naught.

STATE OF Kentucky
COUNTY OF Fayette

The foregoing instrument was subscribed, sworn to and acknowledged before me
by [Signature] on this the 19th day
of September, 2023

My Commission expires: 11/18/2026

[Signature]
NOTARY PUBLIC, STATE AT LARGE



Susan Garner Gill
Notary Public ID No. 62334
State at Large, Kentucky
My Commission Expires on 11/18/26

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

A handwritten signature in black ink, consisting of several loops and a long horizontal stroke extending to the left.

Food Chain Inc.
Name of Business

WORKFORCE ANALYSIS FORM

Name of Organization: FoodChain Inc.

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)	
		M	F	M	F	M	F	M	F	M	F	M	F	M	F
Administrators	2		2												
Professionals	1	1													
Superintendents															
Supervisors	2		2												
Foremen															
Technicians															
Protective Service															
Para-Professionals															
Office/Clerical															
Skilled Craft	10	2		1	2	2	1			1					1
Service/Maintenance															
Total:		3	4	1	2	2	1			1					1

Prepared by: James Mastin Director of Finance Date: 9/1/2023

(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**

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

The Lexington-Fayette Urban County Government has set a goal that not less than ten percent (10%) of the total value of this Contract be subcontracted to Disadvantaged Business Enterprises, which is made up of MBEs and WBEs. The Lexington Fayette Urban County Government also has set a goal that not less than three percent (3%) of the total value of this Contract be subcontracted to Veteran-owned Small Businesses. The goal for the utilization of Disadvantaged Business Enterprises as well Veteran –owned Small Businesses as subcontractors is a recommended goal. Contractor(s) who fail to meet such goal will be expected to provide written explanations to the Director of the Division of Purchasing of efforts they have made to accomplish the recommended goal, and the extent to which they are successful in accomplishing the recommended goal will be a consideration in the procurement process. Depending on the funding source, other DBE goals may apply.

For assistance in locating Disadvantaged Business Enterprises Subcontractors contact:

Sherita Miller, MPA, Division of Procurement
Lexington-Fayette Urban County Government
200 East Main Street, 3rd Floor
Lexington, Kentucky 40507
smiller@lexingtonky.gov

Firm Submitting Proposal: FoodChain Inc.

Complete Address: 501 West Sixth St, Ste 105 Lexington 40508
Street City Zip

Contact Name: James Martin Title: Director of Finance

Telephone Number: 859.270.4222 Fax Number: none

Email address: james@foodchainlex.org

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;

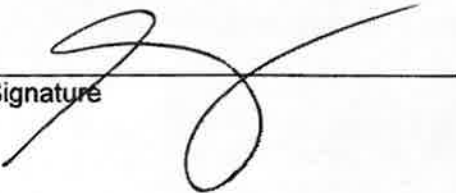
- (c) Late payment or nonpayment of bills for labor, materials, supplies, or equipment furnished in connection with a contract for construction services as evidenced by mechanics' liens filed pursuant to the provisions of KRS Chapter 376, or letters of indebtedness received from creditors by the purchasing 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 9/16/23

**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	\$1 million per occurrence, \$2 million aggregate (Insurance Services Office Form CG 00 01) or \$2 million combined single limit
Worker's Compensation	Statutory
Employer's Liability	\$100,000
Professional 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. The General Liability Policy shall include Premises and Operations coverage unless it is deemed not to apply by LFUCG.
- d. The General Liability Policy shall include Employment Practices Liability coverage or an endorsement in a minimum amount of \$1 million unless it is deemed not to apply by LFUCG.
- e. The Policy shall include Umbrella/Excess Liability coverage in the amount of \$1 million per occurrence, \$1 million aggregate, unless it is deemed not to apply by LFUCG.
- f. LFUCG shall be provided at least 30 days advance written notice via certified mail, return receipt requested, in the event any of the required policies are canceled or non-renewed.
- g. ~~Said coverage shall be written by insurers acceptable to LFUCG and shall be in a form acceptable to LFUCG. Insurance placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide shall be deemed automatically acceptable.~~

Renewals

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

Deductibles and Self-Insured Programs

IF YOU INTEND TO SUBMIT A SELF-INSURANCE PLAN IT MUST BE FORWARDED TO LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, DIVISION OF RISK MANAGEMENT, 200 EAST MAIN STREET, LEXINGTON, KENTUCKY 40507 NO LATER THAN A MINIMUM OF FIVE (5) WORKING DAYS PRIOR TO THE RESPONSE DATE.

Self-insurance programs, deductibles, and self-insured retentions in insurance policies are subject to separate approval by Lexington-Fayette Urban County Government's Division of Risk Management, upon review of evidence of 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.

00548704



LEXINGTON

Lexington-Fayette Urban County Government
Request for Proposals

**Nonprofit Capital Grant Program
Facility Improvements
Scope of Work**

Description: The Nonprofit Capital Project Grants Program is an initiative designed to better position local government in recognizing the strains upon infrastructure within our local network of community agency partners which are affecting their service delivery to residents. These grants are funded by Lexington-Fayette Urban County Government (LFUCG) general fund dollars and are subject to LFUCG reporting and spending requirements.

Agencies with established proven track records of performance that are located in and/or service residents of Lexington-Fayette County are invited to apply for this competitive grant program.

- **NOTE: Agencies who received funding from the ARPA-funded Nonprofit Capital Grant Program in 2022 are not eligible to apply or to receive funds.**

Purpose: To provide a *one-time grant* to local 501(c)(3) agencies for major capital projects for Facility Improvements, such as the purchase, construction, expansion, repair of a building, or installation or major overhaul of HVAC systems, etc.

Instructions

Please submit all required proposal submittal forms and attachments no later than the deadline indicated below:

Proposal Deadline – 2 P.M. ON SEPTEMBER 20, 2023

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

For More Information:

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

1.0 GENERAL PROVISIONS

1.1 Funding

The funding is a **ONE TIME** grant. LFUCG will conduct ongoing evaluation of the project to determine effectiveness. Funds must be expended **April 30, 2025**.

LFUCG intends to award multiple proposals with funding via LFUCG general fund.

PLEASE NOTE: All grant funds are reimbursed funds only, no funds will be dispersed to grant recipients in advance. Reimbursements may occur periodically during the project. Grant recipients shall invoice the Lexington-Fayette Urban County Government, Department of Social Services, upon completion of grant recipients spend for reimbursement.

The Subrecipient agrees that it shall spend the entire amount of funds provided under this Agreement before April 30, 2025.

The Subrecipient shall invoice LFUCG upon spend for the reimbursement of actual expenditures incurred. The Subrecipient's invoice must be for eligible expenses.

If it becomes apparent to the grant recipient that it will be unable to complete the Project either in the manner or for the amount described in this Agreement, then the grant recipient must immediately provide written notice to the LFUCG with a complete and detailed explanation of its inability to comply with the terms of the Agreement, any proposed changes, and the reasons for those changes. If the grant recipient fails to use any amount of funds provided under the Agreement within the time of performance (by April 30, 2025), grant recipient forfeits those funds.

1.2 Proposal Submission

In order to be considered, proposals must be received by **SEPTEMBER 20, 2023 at 2 PM**. The proposal must contain the required documents and respond to each of the required narrative/application questions to be complete.

Proposals containing significant omissions of required information will be considered non-responsive and will be removed from the funding process. Significant missing responses to narrative/questionnaire questions constitute an incomplete proposal.

If the Agency is submitting a bundled proposal for the funding of more than one project, please note that they must be included in a single completed Proposal Submittal form. Only one Proposal Submittal per agency will be accepted, per Division of Purchasing regulations. Projects being bundled must have separate Project Budgets submitted as attachments.

Submitted Proposal shall be comprised of the attached PDF formatted Proposal Submittal form. This form must be submitted in the original PDF form, and NOT be a scanned version of the original form.

The final decision regarding proposal completeness and penalties will be determined by the Commissioner of Social Services.

1.3 Acceptance/Rejection of Applications

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

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

Inquiries/Questions

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

Todd Slatin, Director
Division of Central Purchasing 200 E. Main Street, Lexington, KY 40507
E-mail: tslatin@lexingtonky.gov Phone: (859) 258-3320
Deadline for questions is September 14, 2023 at 2:00 PM EST

1.4 Requests for Clarification

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

1.5 Timeline

This Request for Proposals is being released on August 31, 2023, and is made available to the public and all potentially eligible applicants. **An informational and question and answer meeting will be held on Zoom on Thursday, September 7, 2023 at 2 PM EST**

[Click here to Join September 7 2 PM Technical Q&A Zoom Meeting](#)

Meeting ID: 889 1838 6642

Passcode: 480217

This meeting will be open to the public and any potentially eligible applicants are invited to attend and ask questions or seek clarification regarding the RFP. Attendance is NOT required in order to submit a proposal and will not affect scoring during the evaluation process.

Completed proposals are due no later than 2 p.m. on September 20, 2023. Late or incomplete proposals will not be accepted or evaluated.

The LFUCG intends to conduct proposal evaluation immediately following the proposal due date and intends to make funding announcements no later than October 30, 2023. This timeline is subject to change without notice.

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

1.6 Evaluation

This is a competitive grant making process, with Proposals reviewed and evaluated by a neutral panel selected by the Commissioner of Social Services, all of whom have no affiliation with any applicant.

In evaluating whether to ultimately award funding to an agency, the Lexington-Fayette Urban County Government may consider how much funding, if any, an agency has previously received from LFUCG during the same funding cycle, and reserves the right to not fund, or to reduce the amount of funding that an agency might otherwise receive, based upon such an evaluation.

Scoring criteria are outlined in Section 4.0 Evaluation.

1.7 Selection

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

1.8 Reporting

The funded projects will be required to submit regular financial and progress reports. Failure to submit complete reports on time will delay processing of invoices submitted for grant reimbursements and affect the grantee's competitiveness for any future funding opportunities with LFUCG. This includes, but is not limited to, timesheets for staff; bids, quotes, invoices and receipts for purchases; copies of any contracts for services; and additional information as required by LFUCG for compliance with federal regulations.

All payments are based on submitted invoices for reimbursements, no payments shall be made in advance.

2.0 PROPOSAL FORMAT

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

A complete proposal contains each of the following components:

- Fully completed application submittal cover sheet (PDF form attached)
- Attached project(s) and agency budgets
- Copy of lease if requesting Facility Improvements on a leased property, and highlighting the section to allowing the ability for leaseholder improvements.
- Other Attachments
- **Project Narrative for each requested capital project being requested (separate Project Narratives for each request if bundling capital project requests)**, responding to each of the five evaluation criteria described in Section 4.0 and utilizing format described below
 - Double spaced
 - Single sided
 - Arial 12-point font with 1-inch margins
 - Sections clearly marked
 - Page numbers in bottom right corner of complete submission

Section 1: Directly Provide or Indirectly Facilitate the Provision of Services to Low Income, Underserved, or Marginalized Lexington-Fayette County Residents

Please provide a brief description of your agency's mission and objectives. Applying agencies must meet the criteria below:

1. Facility Improvement location is located in Fayette County must be for the purpose of serving Fayette County residents with these grant funds
2. Be in good standing with the Kentucky Secretary of State
3. Responders shall be registered and have a current, complete 2023 Gold Seal of Transparency or higher level agency portrait on [GuideStar.org](https://www.guidestar.org/). Learn how to earn your 2023 Gold Seal of Transparency on Candid/Guidestar: <https://help.candid.org/s/article/How-to-Earn-a-2023-Gold-Seal-of-Transparency>.
4. Funds for the projects cannot be used to teach, advance, advocate or promote any religion
5. Applying organization agrees to comply with all applicable local, state, and federal laws

Section 2: Demonstrated Need

Demonstrate how the proposed capital project is needed for the agency to provide their services. Applications must describe the need for the specific project in regards to the agency's ability to meet its mission and objectives. Criteria to be considered include:

1. The type and scale of the project proposed clearly enables the capacity of the agency's mission
2. Data provided that documents project need
3. If applicable, the facility proposed for use meets local codes, health, or safety standards. Or, the proposed project would remedy any code infractions or notices

Section 3: Applicant Capacity for Project

The application must demonstrate that the agency staff has adequate credentials and experience to carry out the proposed project. This means that the organization carrying out the project, its employees, or its partners, must have the necessary experience and qualifications to execute the project and adhere to the requirements of this grant program.

Factors to be considered will include: prior agency experience with capital projects and grants; suitable agency fiscal capacity and organizational infrastructure to implement the project; and employee experience in grant management. The LFUCG's monitoring records of previously funded projects will also be considered in determining applicant capacity. The LFUCG will pay special attention to previously awarded projects and an agency's track record for timely implementation and spending of awarded funds.

Section 4: Operational Feasibility

The application must include:

1. Clear and complete plans and timeline for implementing and completing the project
2. An adequate strategy for securing additional support and commitment if needed. If applicable, include letters of commitment for other funding that will be used to implement the project
3. Adequate number of qualified staff to carry out the proposed project
4. Indicators that demonstrate that the project can be completed by April 30, 2025

Section 5: Cost Analysis – and attachments

1. Cost proposals and budget narrative
2. This section shall provide the total costs of the capital project, including all expenses to be incurred
3. Project is cost-effective and all costs are reasonable, and do not deviate substantially from the norm in Lexington
4. Attach line item Budgets for each Grant Project requested and the Agency Budget

3.0 SCOPE

Agencies may apply for a grant to assist with a capital project of a **minimum of \$30,000 of Facility Improvements** (*Agencies may bundle Facility Improvement projects to meet the \$30,000 minimum*). **Maximum Facility Improvement award is \$55,000.**

Who is Eligible?

Community nonprofit partners with established proven track records of performance are invited to apply for this competitive grant program for capital projects.

- Grant funds must be invested in facilities located in and serving residents of Lexington-Fayette County.
- Agencies must be recognized by Internal Revenue Service as a 501(c)(3) nonprofit organization.
- Agencies must either own the facility or have a current long-term lease (*with at least 3 years remaining on the terms of the lease*) with a private landlord for which improvements are being requested.
- Agencies that are primarily affiliated with, or funded through, an educational institution (e.g., a public or private school or the Fayette County Board of Education) are not eligible to receive funds.
- **All funds awarded must be spent by grantees before April 30, 2025.**
- **NOTE: Agencies who received funding from the ARPA-funded Nonprofit Capital Grant Program in 2022 are not eligible to apply or to receive funds.**

Eligible Cost Activities (*including, but not limited to*):

Facility Improvements

- | | |
|------------------------------|--|
| A. Systems | <i>Mechanical, Electrical and Plumbing</i> |
| B. Exterior | <i>Roofing, Windows, Gutters, Masonry, Siding</i> |
| C. Interior | <i>Flooring, Walls, Ceilings, Lighting</i> |
| D. Property Site | <i>Acquisition of Property, Parking, Sidewalks, Lighting, Utilities, Signage</i> |
| E. Environmental Remediation | <i>Asbestos, Lead Paint, Air Quality</i> |

Grant Award Allocation

	Facility Improvements
Funding Pool*	\$333,885
Minimum Request per agency*	\$30,000*
Maximum Request per agency	\$55,000

***Agencies may bundle their Facility Improvement projects to meet the minimum.**

4.0 EVALUATION & CRITERIA

Factor	Points
4.1 Directly Provide or Indirectly Facilitate the Provision of Services to Low-income, Underserved, or Marginalized Lexington-Fayette County Residents	20
4.2 Demonstrated Need	20
4.3 Applicant Capacity for Project and Meeting LFUCG Requirements	20
4.4 Operational Feasibility	20
4.5 Cost Analysis	20
Total Points	100

4.1 Directly Provide or Indirectly Facilitate the Provision of Services to Low-income, Underserved, or Marginalized Lexington-Fayette County Residents

Please provide a brief description of your agency's mission and objectives. Applying agencies must meet the criteria below:

1. Facility Improvement location is located in Fayette County and Facility Improvements must be for the purpose of serving Fayette County residents with these grant funds
2. Be in good standing with the Kentucky Secretary of State
3. Responders shall be registered and have a current, complete 2023 Gold Seal of Transparency or higher level agency portrait on [GuideStar.org](https://www.guidestar.org/).
If you haven't updated your 2022 Gold Seal, you will need to log into Candid/Guidestar and do so. Learn how to earn your 2023 Gold Seal of Transparency on Candid/Guidestar: <https://help.candid.org/s/article/How-to-Earn-a-2023-Gold-Seal-of-Transparency>
4. Funds for the projects cannot be used to teach, advance, advocate or promote any religion
5. Applying organization agrees to comply with all applicable local, state, and federal laws

4.2 Demonstrated Need

Demonstrate how the proposed capital project is needed for the agency to provide their services. Applications must describe the need for the specific project in regards to the agency's ability to meet its mission and objectives. Criteria to be considered include:

1. The type and scale of the project proposed clearly enables the capacity of the agency's mission
2. Data provided that documents project need
3. If applicable, the facility proposed for use meets local codes, health, or safety standards. Or, the proposed project would remedy any code infractions or notices

4.3 Applicant Capacity for Project

The application must demonstrate that the agency staff has adequate credentials and experience to carry out the proposed project. This means that the organization carrying out the project, its employees, or its partners, must have the necessary experience and qualifications to execute the project and adhere to the requirements of this grant program.

Factors to be considered will include: prior agency experience with capital projects and grants; suitable agency fiscal capacity and organizational infrastructure to implement the project; and employee experience in grant management. The LFUCG's monitoring records of previously funded projects will also be considered in determining applicant capacity. The LFUCG will pay special attention to previously awarded projects and an agency's track record for timely implementation and spending of awarded funds.

4.4 Operational Feasibility

The application must include:

1. Clear and complete plans and timeline for implementing and completing the project
2. An adequate strategy for securing additional support and commitment if needed. If applicable, include letters of commitment for other funding that will be used to implement the project
3. Adequate number of qualified staff to carry out the proposed project
4. Indicators that demonstrate that the project can be completed by April 30, 2024

4.5 Cost Analysis – and attachments

1. Cost proposals and budget narrative
2. This section shall provide the total costs of the capital project, including all expenses to be incurred
3. Project is cost-effective and all costs are reasonable, and do not deviate substantially from the norm in Lexington
4. Line item Budgets for each Grant Project requested and the Agency Budget

LFUCG reserves the right to adjust funding amounts.

EXHIBIT "B"



PROPOSAL SUBMITTAL COVER SHEET

Agency Information

Agency Name: FoodChain Inc.

Mailing Address: 501 W. Sixth St. Suite 105, Lexington, KY 40508

Street Address: 501 W. Sixth St. Suite 105, Lexington, KY 40508

Phone: (859) 428 - 8380

Is your Agency registered with the IRS as a 501(c)(3) organization? Yes No
Note: Agencies must be registered with the IRS as a 501(c)(3) organization to be eligible for this grant program funding.

Does your agency have a Gold Seal of Transparency or higher profile on GuideStar.org? Yes No
Note: Agencies must have a Gold Seal of Transparency or higher profile with GuideStar.org to be eligible for this grant funding.

Agency Representative (typically the Executive Director - Name, Title, Phone, Email):
Kristin Hughes, Co-Executive Director, 859-391-5105, kristin@foodchainlex.org

Person Completing Application (Name, Title, Phone, Email):
Kristin Hughes, Co-Executive Director, 859-391-5105, kristin@foodchainlex.org

Project Information

Funding Requested by Project, if bundling multiple Projects:

Project: White Box Storage Space Request \$ _____
Facility Improvement project

Project: _____ Request \$ _____
Facility Improvement project

Project: _____ Request \$ _____
Facility Improvement project

Project: _____ Request \$ _____
Facility Improvement project

Total Funding Amount Requested: \$ 55,000

- Save this PDF formatted Proposal Submittal Cover Form to your hard drive before beginning to enter responses in it to ensure your responses are saved to the form.
- Total Funding Pool is \$333,885. Minimum Total Request per agency is \$30,000; Maximum Total Request per Agency is \$55,000
- If applying for/bundling multiple projects, submit a 5 section narrative for each project.

Section 1: Directly Provide or Indirectly Facilitate the Provision of Services to Low income, Underserved, or Marginalized Lexington-Fayette County Residents

FoodChain has a longstanding history of providing direct services to low income, underserved, and marginalized communities in Fayette Co. Founded in 2011, FoodChain is dedicated to our mission of forging strong links between our community and fresh, nutritious food through comprehensive education and the demonstration of sustainable food systems. At the heart of our approach lies the recognition that education and access are the cornerstones for fostering lasting change in the food landscape. Since opening the doors of our first of its kind indoor aquaponics farm in 2013, we have prioritized partnering our educational programs with the surrounding schools, all of whom are Community Eligibility Provision schools. Since 2015, FoodChain has hosted free community meals, building relationships with all of our neighbors and paving the way for our Teaching and Processing Kitchen to purchase locally grown foods and increase food security in Fayette Co when it opened in 2017. We have provided free summer lunches in Lexington since 2019, and in 2020 launched the Nourish Lexington program which continues to be a direct point of food access for families in Lexington.

Our mission supports full food system development, and we believe that food literacy encompasses understanding both where food originates and also how to engage in meaningful conversations about it, how to effectively utilize it, and the critical importance of responsible consumption.

Currently, our Nourish Box delivery program ensures that fresh, locally-sourced ingredients and meals reach the doorsteps of families in need. Additionally, our

community meal distribution services, offered three times a week, provide hot, nutritionally balanced meals to anyone in need, thereby alleviating food insecurity and promoting community well-being. We continue to be an active sponsor for the Summer Food Service Program, where we prepare meals for sites across Lexington, serving up to 1,200 individuals per day, making a substantial impact on the nutritional well-being of Fayette County youth during the summer months.

Our commitment to education, access, and sustainability is a testament to our unwavering dedication to fostering a resilient and food-secure community. We are confident that our holistic approach, encompassing education, direct food access, and workforce development, will continue to yield meaningful results, making strides toward a healthier, more empowered community.

Section 2: Demonstrated Need

Our proposed capital project to whitebox an unused space within FoodChain plays a pivotal role in enabling our organization to fulfill its mission and objectives effectively. Several key considerations underscore the necessity of this project:

Capacity Expansion for Mission Fulfillment: FoodChain's mission revolves around connecting the community with fresh food through education and sustainable food systems. However, our current operations within the finished kitchen at FoodChain are constrained by space limitations. The proposed whiteboxing of the unused space is essential to alleviate this constraint and efficiently support our programs, particularly our Nourish meal delivery program and summer food service program. By expanding our shelf stable food storage capacity, we can better address the community's needs for fresh food access.

Enhanced Storage and Organizational Efficiency: The space transformation facilitated by this grant will allow us to significantly improve our storage and organizational capabilities. This enhancement is critical for the success of our programs, as it will streamline the distribution of food to our community members. Moreover, it will enhance our ability to efficiently manage resources and maintain food quality, reducing waste and ensuring that more families can benefit from our services.

Future Strategic Goals: Beyond immediate needs, this project aligns with FoodChain's long-term vision. The expanded space, once up to code and approved for occupancy, opens doors for a range of possibilities, including the establishment of a fresh food market, which addresses a pressing need in our community. Additionally, this space can serve as a foundation for the development of classrooms, where we can offer in-person food literacy courses and workforce development initiatives. These strategic endeavors are essential for furthering our mission by empowering community members to make informed choices about their food and future.

Scaling Impact: Increasing our storage, organization, and logistics capabilities through this capital project will directly enable us to scale up our Nourish meal delivery program. Our objective is to reach 200 families, a significant increase from our current 120. With a waitlist of nearly 150 families, it is essential we are able to reach more families and meet the needs of the community, ensuring that more individuals and families have access to fresh, healthy meals.

In summary, the proposed whiteboxing project addresses an immediate need to enhance our capacity, streamline our operations, and support the community.

Simultaneously, it paves the way for the realization of our long-term goals, contributing to the sustainability and growth of FoodChain's impactful work. We are confident that this project is both essential and aligned with our mission to foster fresh food access, food literacy, and community well-being.

Section 3: Applicant Capacity for Project

FoodChain's track record demonstrates our organization's strong credentials and extensive experience in managing capital projects and grants. Over the years, we have successfully undertaken several capital grant projects, showcasing our ability to secure funding, design, and construct essential facilities. In 2013, we established our aquaponics farm, a significant project that exemplifies our competence in fundraising, design, and implementation. Following this, we led a capital campaign to establish our teaching and processing kitchen in 2017, which has since played a pivotal role in our programs. Notably, our current Co-Executive Director, Leandra Forman, was a driving force behind the success of the kitchen campaign, further highlighting our team's expertise in project management and fundraising.

Additionally, FoodChain has effectively managed multiple multi-year grants, attesting to our capacity to navigate grant requirements and deliver on our commitments. We successfully concluded the LFPP grant in 2020, and we are currently executing a USDA-funded UAIP 3-year grant, which not only supports capital improvements to our farm but also offers valuable paid internships to middle and high school students, demonstrating our ability to coordinate complex initiatives. Moreover,

we have been recipients of ESR grants for several years, further underscoring our competence in grant administration. Currently, we are managing an LFPA grant to expand and enhance our Nourish delivery program through direct farm product purchasing, reinforcing our commitment to securing resources to achieve our mission. Importantly, FoodChain has the physical infrastructure in place to complete these kitchen improvements; we only require the necessary equipment to enhance our operations. Our recently hired Director of Finance, James Mastin, brings a wealth of knowledge and organizational skills from a culinary and kitchen logistics background, providing valuable expertise to successfully execute this project.

Section 4: Operational Feasibility

Our proposed capital project to whitebox an unused space at FoodChain demonstrates strong operational feasibility and a clear roadmap for implementation:

Project Scope and Timeline:

- Our project scope encompasses several crucial elements, including fire separation, fireproofing, door replacement, exit signage, plumbing, and drainage adjustments. Additionally, the project involves ceiling demolition, steel beam refinishing, wall finishing, lighting installation, and HVAC extension. The architectural drawings for this whiteboxing project, including demolition plans and a ceiling plan, will be finalized by the end of December 2023.
- Demo work is set to commence in January or February 2024, followed by construction, which will begin no later than August 2024. We anticipate completing the entire project by the end of 2024, ensuring that the space is fully

operational as a food storage space and up to code building code as well as health and safety.

Commitment to Fire Safety and Code Compliance:

- Fire safety and code compliance are paramount in our plans. We have committed to installing fire separation measures between shared walls with neighboring businesses and implementing fireproofing in the ceiling. Additionally, the exterior door will be replaced with a door that meets all safety codes, and exit signage will be installed above the exits.
- Plumbing and drainage issues will be addressed and resolved, ensuring that the space not only meets but exceeds necessary safety standards.

Infrastructure Preparedness:

- Our existing infrastructure is well-prepared to support this expansion project. The HVAC system was designed with the capacity to extend into this space when we decided to expand, ensuring that climate control requirements are met. Similarly, our electrical panels were designed to accommodate the addition of electricity into this space.

Securing Additional Support:

- FoodChain has a proven track record of successfully raising funds for capital projects. Our past capital projects, including our aquaponics farm and teaching and processing kitchen, exemplify our ability to secure necessary funding. We are confident in our capacity to launch a capital campaign to cover any costs beyond what this grant provides.

- We have cultivated strong relationships with foundations that have expressed interest in our expansion efforts, indicating potential for additional financial support. This support network positions us well to secure the resources needed for project completion.

Flexibility and Adaptability:

- By whiteboxing the space, we are adhering to FoodChain's tradition of creating flexible, adaptable areas that can evolve to serve our future plans. This approach ensures that the space can be repurposed as needed, aligning with our long-term vision and growth objectives.

This facility improvement capital project not only addresses immediate needs for storage, organization, and operational efficiency but also paves the way for future endeavors, including the establishment of a fresh food market and educational spaces. The comprehensive plans, prepared infrastructure, commitment to safety and compliance, and strategies for securing additional support all contribute to the operational feasibility of this project. We are confident in our ability to execute this project efficiently and effectively to meet our mission and objectives.

Section 5: Cost Analysis – and attachments

Labor Costs (\$21,046):

- Labor costs constitute a significant portion of our budget, ensuring the skilled workforce required for demo and renovation activities. This expense aligns with standard labor rates in the Lexington area.

Demo and Renovations (\$36,000):

- The demo and renovation costs encompass a wide range of expenses, including equipment, materials, supplies, material removal, electrical work, installation of lights and HVAC, door replacement, fire separation work, and other essential aspects of the project. These costs are in line with industry standards and the scope of work required for a project of this nature.

Permitting and Occupancy Certification (\$1,799):

- To ensure full compliance with local codes and safety standards, permitting and occupancy certification costs have been factored into our budget. These expenses are essential to guarantee that the space is safe and legally usable.

Total Project Cost: \$58,845

Total Funding Request from Capital Grant: \$55,000

Cost-Effectiveness:

- The total project cost of \$58,845 is consistent with reasonable and customary rates for similar projects in the Lexington area. All costs have been carefully considered to ensure cost-effectiveness while meeting the necessary standards and requirements for safety and code compliance. We have already conducted research into approved occupancy for the space, fire rating compliance for fire separation between floors and walls, as well as number of exits and egress based on occupancy. These costs have been anticipated in the project budget. We also will use residual capital funds from when we built our teaching and processing kitchen to cover the cost above the requested \$55,000 funding for this project.

Flexibility and Contingency:

- While we have diligently anticipated these costs, we also recognize the possibility of fluctuating material and supply costs, as well as unanticipated expenses that may arise during the demo work. In the event of higher-than-expected costs, FoodChain is fully prepared to cover these expenses by launching a capital campaign dedicated to completing the project by April 2025. This demonstrates our commitment to ensuring the success of this vital project.

The proposed budget for the whiteboxing of the 2000 sq ft unused space at FoodChain has been planned and includes provisions for unforeseen challenges. We are dedicated to the efficient and responsible use of funds to transform this space into a valuable asset that will further our mission and objectives.

FoodChain Whitebox Storage Space LFUCG Capital grant Facility Improvements Budget

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
Supervisor/Admin - per hour	40.00 HR	\$0.00	\$65.00	\$188.76	\$546.00	\$3,334.76
General Laborer - per hour	360.00 HR	\$0.00	\$40.66	\$0.00	\$3,073.90	\$17,711.50
equipment - Heavy Duty	30.00 EA	\$0.00	\$36.76	\$66.17	\$190.78	\$1,359.75
Tear out drywall - no bagging	1700.00 SF	\$0.98	\$0.00	\$0.00	\$349.86	\$2,015.86
for disposal	200.00 SF	\$2.64	\$0.00	\$2.40	\$111.38	\$641.78
pressure steam	2500.00 SF	\$0.00	\$1.26	\$228.69	\$661.50	\$4,040.19
diameter	2500.00 SF	\$0.00	\$1.24	\$40.50	\$659.51	\$3,800.01
for paint	2500.00 SF	\$0.00	\$0.75	\$1.50	\$394.07	\$2,270.57
height (per day)	14.00 DA	\$0.00	\$168.00	\$0.00	\$493.92	\$2,845.92
Takedown - per hour	10.00 HR	\$0.00	\$48.79	\$0.00	\$102.46	\$590.36
Clean concrete surface area	2000.00 SF	\$0.00	\$0.41	\$59.53	\$172.20	\$1,051.73
spray application	2000.00 SF	\$0.00	\$1.12	\$84.00	\$488.04	\$2,815.04
foot - plastic & tape - 4 mil	3000.00 SF	\$0.00	\$0.25	\$10.80	\$159.77	\$920.57
(anti-microbial coating).	5300.00 SF	\$0.00		\$190.80	\$551.73	\$3,922.53
HR fire rating for ceiling/floor	75.00 EA	\$0.00	\$13.86	\$62.37	\$178.83	\$1,280.70
perimeter wall cladding	95.00 EA	\$0.00	\$9.79	\$55.80	\$160.90	\$1,146.75
Fire caulk - Ivory - 1 HR rating	24.00 EA	\$0.00	\$7.18	\$10.34	\$29.81	\$212.47
per day - 4 EA	28.00 DA	\$0.00	\$90.00	\$182.95	\$529.20	\$3,232.15
Plastic contractor debris bag	100.00 EA	\$1.00	\$0.00	\$6.00	\$22.26	\$128.26
insulated - fkush or panel style	1.00 EA	\$0.00	\$436.60	\$17.59	\$93.39	\$549.58
portable - per day	7.00 DA	\$0.00	\$96.00	\$0.00	\$141.12	\$813.12
existing panels - 12 overhead	36.00 EA	\$0.00	\$85.00	\$136.60	\$529.38	\$3,725.98
commercial re-fit	1.00 EA	\$0.00	\$250.00	\$0.00	\$0.00	\$250.00
Occupancy	1.00 EA	\$0.00	\$25.00	\$0.00	\$0.00	\$25.00
Fuel Surcharge	1.00 EA	\$0.00	\$1,260.00	\$0.00	\$264.60	\$1,524.60
Totals				\$1,344.80	\$9,904.61	\$60,209.18
501 (c)(3) Tax Exempt				-\$1,344.80		\$58,864.38

FoodChain
Operational Budget 2023 - FY23
 January - December 2023

	<u>Total</u>
Income	
R01 Public Support	
R1a Federated Campaigns	60,000.00
R1e Govt Grants	400,000.00
R1f Donations	1,193.32
R1f1 Ind / Family Donations	30,000.00
R1f3 Grants from Other Orgs	40,000.00
R1f4 Foundations & Trusts	100,000.00
Total R1f Donations	\$ 171,193.32
R1g In-Kind Donations	300,000.00
Total R01 Public Support	\$ 931,193.32
R02 Prog Serv Revenue	
4010 Sales of Produce / Veg / Herbs	25,000.00
4020 Catering Income	2,000.00
4030 Cooking Classes	60,000.00
4050 Classroom Aquaponics Prog Inc	675.00
4100 Farm Sales	10,000.00
4200 Processing Services	10,000.00
4240 Tours	10,000.00
4280 Consulting / Honorarium	250.00
4360 Kits / Baskets	255.00
4380 Specialty Mixes	2,000.00
Total R02 Prog Serv Revenue	\$ 120,180.00
R03 Interest / Investment	
6000 Interest Earned	1.32
Total R03 Interest / Investment	\$ 1.32
R06 Rental Income	
4220 Rental	1,600.00
Total R06 Rental Income	\$ 1,600.00
R08 Hard FR Event Income	
R8a Gala FR Event Tix	
4081 FEAST	160,000.00
Total R8a Gala FR Event Tix	\$ 160,000.00
Total R08 Hard FR Event Income	\$ 160,000.00
R10 Logo / Promo Merch Inc	2,500.00
R11 Misc Income	
R11a Rebates & Loyalty Rewards	160.00
Total R11 Misc Income	\$ 160.00
Total Income	\$ 1,215,634.64
Gross Profit	\$ 1,215,634.64
Expenses	

E07 Reg Salaries & Wages**5401 Wages & Salaries**

5410 Admin & Communications	50,000.00
5430 Education and Community Outreach	60,000.00
5440 Executive Director	15,512.07
5450 Farm Manager	33,280.00
5460 Kitchen Manager	45,000.00
5470 Kitchen Processor	178,000.00
5480 Mobile Meal Director	45,000.00
5490 Operations Manager	60,000.00
Aquaponics Educator	16,640.00
Education Support Specialist	35,800.00

Total 5401 Wages & Salaries \$ 539,232.07

Total E07 Reg Salaries & Wages \$ 539,232.07

E09 Employee Benefits

5213 EE Health Insurance 16,000.00

Total E09 Employee Benefits \$ 16,000.00

E10 Payroll Tax Expenses

5500 Payroll Taxes 40,000.00

E10a Federal Matching MCare & SS 33,229.00

E10b Ky Unemployment Exp 4,757.00

Total E10 Payroll Tax Expenses \$ 77,986.00

E11 Contract Labor

E11a Admin / Mngment Contract Labor 11,559.00

5221 Consulting 1,745.00

Total E11a Admin / Mngment Contract Labor \$ 13,304.00

E11c Accounting / BK / Audit 10,000.00

5220 Accounting Fees 6,000.00

5510 Payroll Fees 3,744.00

Total E11c Accounting / BK / Audit \$ 19,744.00

E11g Program Contract Labor

E11g2 POP Coordinator 3,500.00

Total E11g Program Contract Labor \$ 3,500.00

Total E11 Contract Labor \$ 36,548.00

E12 Advertising / Promotion

5600 Promotional 3,000.00

Total E12 Advertising / Promotion \$ 3,000.00

E13b Prog Exp**5150 Programs**

5160 Supplies 631.81

5010 Equipment/Storage Rent or Lease Expenses 31.75

5165 Educational Program Supplies 5,000.00

5165a POP Supplies 8,000.00

5165b CEG Supplies 6,700.00

5166 BUFF Expenses 11,000.00

5167 Educational Marketing/Publications 1,000.00

Total 5165 Educational Program Supplies \$ 31,700.00

5170 Farm Supplies	21,195.00
5175 Kitchen Supplies	224,858.00
5180 Processing Ingredients	7,000.00
Supplies - General Program	163.76
Total 5160 Supplies	\$ 285,580.32
Total 5150 Programs	\$ 285,580.32
5190 Delivery & Shipping Exp - Program	28,941.34
5301 Virtual Education Dev / Maint	50,000.00
5700 Small Equipment Purchases	
5760 Kitchen Equipment	11.54
Total 5700 Small Equipment Purchases	\$ 11.54
E13b1 Workforce Development	27,547.00
E13b3 Composting Costs	1,000.00
Total E13b Prog Exp	\$ 393,080.20
E13c Admin Exp	
5350 Staff and Board Appreciation	2,000.00
E13c1 Supplies - Admin	
5250 Office Supplies/Expenses	3,000.00
Total E13c1 Supplies - Admin	\$ 3,000.00
E13c2 Postage - Admin	300.00
E13c3 Print / Copy - Admin	500.00
5290 Stationery & Printing	1,000.00
Total E13c3 Print / Copy - Admin	\$ 1,500.00
E13c4 Biz Licenses, Permits, Registrations	127.85
5230 Licenses and Permits	170.00
Total E13c4 Biz Licenses, Permits, Registrations	\$ 297.85
E13c5 Bank / CC Merchant Fees	200.00
5260 Paypal, CC, and Bank Fees	1,000.00
Total E13c5 Bank / CC Merchant Fees	\$ 1,200.00
E13c6 Background Checks	51.25
Total E13c Admin Exp	\$ 8,349.10
E13d Soft FR	
E13d2 Postage - Soft FR	300.00
E13d3 Print / Copy - Soft FR	200.00
E13d4 Tabling / Venue Fees	500.00
E13d5 Registration Fees - SF	500.00
Total E13d Soft FR	\$ 1,500.00
E13x Revenue Offsets	
E13x-R8b Gala Event Direct Expenses	
5105 Event Expenses	
5106 FEAST Expenses	32,000.00
Total 5105 Event Expenses	\$ 32,000.00
Total E13x-R8b Gala Event Direct Expenses	\$ 32,000.00
Total E13x Revenue Offsets	\$ 32,000.00
E14 Info Tech	
E14a Website / Email Fees	1,000.00
E14b Internet Provider Exp	1,200.00

E14c Software Fees	6,000.00
E14d Computer Hardware	500.00
E14e CC Pymnt Equipment / Fees	2,000.00
Total E14 Info Tech	\$ 10,700.00
E16 Occupancy	
5320 Utilities	5,191.00
5650 Repair & Maintenance	1,000.00
E16a Rent Exp	
5270 Breadbox Rent	5,040.00
Total E16a Rent Exp	\$ 5,040.00
E16b Supplies - Repair / Maintenance	1,000.00
E16d Security / Fire	1,000.00
E16e Pest Control	3,000.00
Total E16 Occupancy	\$ 16,231.00
E17 Travel	5,000.00
E19 Conferences / Conventions	10,000.00
E21 Dues / Memberships / Affiliations	500.00
5330 Organizational/Association Memberships	2,000.00
Total E21 Dues / Memberships / Affiliations	\$ 2,500.00
E23 Insurance	
5210 Insurance	8,000.00
5211 Insurance - Worker's Comp	8,000.00
5212 Insurance - Liability	4,000.00
Total E23 Insurance	\$ 20,000.00
Total Expenses	\$ 1,172,126.37
Net Operating Income	\$ 43,508.27
Net Income	\$ 43,508.27



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/20/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER John G. King Insurance 127 Cheapside Lexington KY 40507		CONTACT NAME: Jay King PHONE (A/C, No, Ext): (859)252-6155 FAX (A/C, No): (859)255-5923 E-MAIL ADDRESS: jay@johngkinginsurance.com	
INSURED Foodchain Inc 501 W Sixth St Ste 105 Lexington KY 40508-1341		INSURER(S) AFFORDING COVERAGE INSURER A: Erie Ins Exch NAIC # 26271 INSURER B: ClearPath Mutual Ins Co 16273 INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			Q42-2551062	06/25/2023	06/25/2024	EACH OCCURRENCE \$ 1000000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1000000 MED EXP (Any one person) \$ 5000 PERSONAL & ADV INJURY \$ 1000000 GENERAL AGGREGATE \$ 2000000 PRODUCTS - COMP/OP AGG \$ 2000000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			Q062530989	06/25/2023	06/25/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1000000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEF RETENTION \$			Q30-2570387	06/25/2023	06/25/2024	EACH OCCURRENCE \$ 2000000 AGGREGATE \$ 2000000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC100-0019678-2023A	09/01/2023	09/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 2000000 E.L. DISEASE - EA EMPLOYEE \$ 2000000 E.L. DISEASE - POLICY LIMIT \$ 2000000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER 	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

FoodChain Affirmative Action Plan

Fairness, equality, and inclusion are fundamental to FoodChain's mission and identity, and our policies are spelled out at follows;

2. ABOUT THE ORGANIZATION

Ethics Code

FOODCHAIN has committed to conducting its business with high standards of honesty and business ethics wherever operations are maintained. We strive for a reputation of fairness, respect, responsibility, integrity, trust, and sound business judgment through the consistent adherence to our code of ethics by all of our employees and business leaders. We are committed to the responsible use of FOODCHAIN assets, to respect the confidentiality of financial and other information, to act in good faith and exercise due care in all we do, to comply with all rules and regulations, and to proactively promote ethical behavior. FOODCHAIN also has the expectation that board members and employees will not allow personal interests to conflict with the interests of the Organization, its customers, or affiliates, nor will they misrepresent the Organization or use their Organization contacts to advance private or personal interests. The confidentiality of sensitive business information about our Organization or operations, or that of our customers or partners, is to be treated with discretion and only be disseminated on a need-to-know basis.

FOODCHAIN's commitment to integrity goes far beyond observing the letter and spirit of the law. Even when there is no law, rule, regulation, or contractual provision covering a given situation, FOODCHAIN expects employees to conduct themselves according to the highest business and ethical standards and to devote their best efforts to the interests of the Organization, its customers and the conduct of its business.

This Handbook is set forth to clarify the expectations of the Organization employees and leaders in their day to day business interactions, decisions, and behaviors. This Handbook is intended to function in a way that supports a culture of openness, trust, and integrity in all the Organization practices. One example of how we support employees in maintaining this culture is by providing employees an easy and clear option for seeking advice and/or for reporting questionable behavior without the fear of retaliation for doing so (please see the policy below titled "Reporting Business Concerns").

Unethical behavior can result in discipline, up to and including termination of employment. The degree of discipline imposed may be influenced by the existence of voluntary disclosure of any ethical violation and whether or not the violator cooperated in any subsequent investigation.

Reporting Concerns

FOODCHAIN is committed to following all of its legal and ethical obligations. If you believe that anyone at the Organization has engaged in unlawful or improper conduct you should immediately report the alleged violation to your supervisor or to the EXECUTIVE DIRECTOR. FOODCHAIN will investigate good faith complaints in as prompt and confidential a manner as possible and will take appropriate corrective action when warranted. Any person who is determined by the Organization to have engaged in unlawful or improper behavior may be subject to disciplinary action, up to and including termination of employment.

Suspected violations of the Organization's Discrimination and Harassment policies should be reported to the EXECUTIVE DIRECTOR. If you are uncomfortable discussing the incident with your supervisor for any reason, you should report the incident to the EXECUTIVE DIRECTOR. **If at any time you do not believe that adequate steps are being taken to address your complaint, you should immediately contact the EXECUTIVE DIRECTOR directly.**

Complaints by employees that are filed against non-employees (e.g., consultants, subcontractors, vendors, or customers) shall be investigated by the Organization in cooperation with the sponsoring organization, as appropriate.

3. HIRING AND ORIENTATION POLICIES

Equal Employment Opportunity

FOODCHAIN is committed to the principles of equal employment opportunity. We are committed to complying with all federal, state, and local laws providing equal employment opportunities, and all other employment laws and regulations in all employment actions. It is our intent to maintain a work environment which is free of harassment or discrimination because of sex, race, religion, color, national origin, physical or mental disability, genetic information, age, military service, veteran status, sexual orientation/gender identity, or any other status protected by federal, state or local laws.

FOODCHAIN will conduct a prompt and thorough investigation of all allegations of discrimination or any violation of the Organization's Equal Employment Opportunity Policy in as confidential a manner as possible. FOODCHAIN will take appropriate corrective action, if and where warranted. FOODCHAIN prohibits retaliation against any employee who, in good faith, provides information about, complains, or assists in the investigation of any complaint of discrimination or violation of the Organization's Equal Employment Opportunity Policy.

FOODCHAIN expects all employees to strictly adhere to this policy. We are all responsible for upholding FOODCHAIN's Equal Employment Opportunity policy and any claimed violations of that policy must be brought to the attention of your supervisor or the EXECUTIVE DIRECTOR.

4. UNLAWFUL HARASSMENT POLICY

FOODCHAIN prohibits unlawful harassment, including sexual harassment and other forms of workplace harassment based upon an individual's sex, race, religion, color, national origin, physical or mental disability, veteran status, marital status, age, sexual orientation/gender identity or any other status protected by federal, state or local laws. All forms of harassment of, or by, employees, officers, supervisors, vendors, visitors, and customers are strictly prohibited and will not be tolerated.

Sexual Harassment

Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, and other verbal, nonverbal or physical conduct of a sexual nature when (1) submission to such conduct is made either explicitly or implicitly as a term or condition of an individual's employment (2) submission to, or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual or (3) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive work environment.

While it is not possible to identify each and every act that constitutes or may constitute sexual harassment, the following are some examples of sexual harassment are: (a) unwelcome requests for sexual favors; (b) lewd or derogatory comments or jokes; (c) comments regarding sexual behavior or the body of another employee; (d) sexual innuendo and other vocal activity such as catcalls or whistles; (e) obscene letters, notes, emails, invitations, photographs, cartoons, articles, or other written or pictorial materials of a sexual nature; (f) repeated requests for dates after being informed that interest is unwelcome; (g) retaliating against an employee for refusing a sexual advance or reporting an incident of possible sexual harassment to FOODCHAIN or any government agency; (h) offering or providing favors or employment benefits such as promotions, favorable evaluations, favorable assigned duties or shifts, etc., in exchange for sexual favors; and (i) any unwanted physical touching or assaults, or blocking or impeding movements.

Other Workplace Harassment

Other workplace harassment is verbal or physical conduct that insults or shows hostility or aversion towards an individual because of the individual's sex, race, religion, color, national origin, physical or mental disability, marital status, age, sexual orientation/gender identity or any other status protected by federal, state or local laws, and that: (1) contributes to or has the effect of creating an intimidating, hostile or offensive working environment; (2) unreasonably interferes with an individual's work performance; or (3) otherwise adversely affects an individual's employment opportunities.

Again, while it is not possible to list all the circumstances that constitute other forms of workplace harassment, the following are some examples of conduct that may constitute workplace harassment: (a) the use of disparaging or abusive words or phrases, slurs, negative stereotyping, or threatening, intimidating or hostile acts that relate to the above protected categories; (b) written or graphic material that insults, stereotypes or shows aversion or hostility towards an individual or group because of one of the above protected categories and that is placed on walls, bulletin boards, email, voicemail or elsewhere on the Organization's premises, or circulated in the workplace; and (c) a display of symbols, slogans or items that are associated with hate or intolerance towards any select group.

Discrimination and harassment will not be tolerated in the workplace. FOODCHAIN will promptly and thoroughly investigate any claim and take appropriate action where we find a claim has merit. Discipline for violation of this policy may include, but is not limited to reprimand, suspension, demotion, transfer, and discharge. Any employee who feels that he or she has witnessed, or been subject to, any form of discrimination or harassment is required to immediately notify their supervisor or the EXECUTIVE DIRECTOR. FOODCHAIN prohibits retaliation against any employee who, in good faith, provides information about, complains, or assists in the investigation of any complaint of harassment or discrimination.

Retaliation will not be tolerated in the workplace. FOODCHAIN does not tolerate any retaliation against an employee who has reported misconduct or ethical violations or participates in an investigation of such reports. FoodChain's employees, supervisors, and managers are specifically prohibited from taking any adverse employment action against anyone in retaliation for reporting a good faith claim of misconduct or violations of ethical standards. An employee who feels that he or she has been retaliated against in violation of this policy must report the matter promptly to your supervisor or the EXECUTIVE DIRECTOR.

5. DISABILITY ACCOMMODATION

It is the policy of the Organization to comply with all federal and state laws concerning the employment of persons with disabilities, the Americans with Disabilities Act (ADA) and its amendments (ADAAA), and to act in accordance with regulations and guidance issued by the EEOC. It is the policy of the Organization not to discriminate against qualified individuals with disabilities and to provide reasonable accommodations in regard to application procedures, hiring, advancement, discharge, compensation, training, or other terms, conditions, and privileges of employment with the Organization where doing so is reasonable and does not create an undue hardship.

Qualified applicants or employees with a disability accommodation request should inform the EXECUTIVE DIRECTOR so that together we can discuss what accommodations are available, appropriate, and can be reasonably accommodated without creating an undue hardship or causing a direct threat to workplace safety. Individuals making this request will be given the same consideration for employment as any other applicant or employee. FOODCHAIN will consider the request but reserves the right to offer its own accommodation to the extent permitted by law. Individuals making this request may be required to provide documentation supporting a disability, including medical certification.

All applicants and employees are required to comply with the Organization's safety standards.

Individuals who are currently using illegal drugs are excluded from coverage under the Organization ADA policy.

6. RELIGIOUS ACCOMMODATION

FOODCHAIN is dedicated to treating the religious diversity of all our employees equally and with respect. Employees may request an accommodation when their religious beliefs cause a deviation from the Organization's dress code, schedule, basic job duties, or other aspects of employment. FOODCHAIN will consider the request but reserves the right to offer its own accommodation to the extent permitted by law. Individuals seeking Religious Accommodation must submit a written request for the accommodation to the EXECUTIVE DIRECTOR that includes the type of religious conflict that exists and the employee's

LEASE

THIS LEASE is made and entered into on October 31, 2022 by and between:

BREAD BOX LEXINGTON, LLC
501 West Sixth Street
Lexington, Kentucky 40508
Hereinafter "Landlord"

and

FoodChain
501 West Sixth Street Suite 105 and 125
Lexington KY 40508
Hereinafter "Tenant"

IN CONSIDERATION OF the mutual covenants hereinafter contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Landlord and Tenant do hereby agree as follows:

**ARTICLE 1
LEASED PREMISES**

Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the spaces at 501 West Sixth Street Suites 105 and 125 Lexington Fayette County Kentucky, (the leased space is hereinafter referred to as the "Premises"). Tenant shall use the Premises solely for the purpose of indoor urban agriculture, a food business incubator, and a kitchen and not for any other purposes unless approved by the Landlord. Tenant shall comply with all rules, regulations and policies of the Landlord related to the use and occupancy of the Premises.

**ARTICLE 2
TERM**

Section 2.1 - Original Term. The "Term" of this Lease shall be for a period of 5 years, commencing on November 1, 2022 and ending October 31, 2027

Section 2.2 - Holding Over. In the event Tenant remains in possession of the Premises after the expiration of the Term and without the execution of a new lease, it shall be deemed to be occupying the Premises as a tenant from month to month, subject to all conditions, provisions and obligations of this Lease insofar as the same are applicable to a month-to-month tenancy. Tenant and Landlord may terminate such month-to-month tenancy at any time upon 30 days written notice to the other party.

**ARTICLE 3
RENT**

Section 3.1 - Rental. Tenant shall pay to Landlord throughout the Term rental the sum of \$420 per month, payable on the first day of each month in advance. Rent will increase by 3% per year beginning on November 1st of each year.

Section 3.2 - Payments. Rental checks are to be made payable to Landlord and mailed to Landlord at its address above or otherwise as designated by Landlord from time to time in a written instrument delivered to Tenant.

**ARTICLE 4
TAXES**

Landlord shall pay and discharge as they become due all taxes and assessments on the Premises. Landlord shall have the right at its own expense to challenge any tax or assessment; such challenge will not, however, relieve Landlord's obligation to pay such taxes promptly when due.

**ARTICLE 5
UTILITY SERVICES**

Payment for all utilities used upon or in connection with the Premises shall be made by Tenant.

**ARTICLE 6
MAINTENANCE**

Tenant accepts the Premises "AS IS" and "WITH ALL DEFECTS". Landlord shall only be responsible for maintaining a leak-free roof for the property. Any updates or new roof penetrations, or leaks caused by such penetrations, shall be repaired by Tenant. Landlord shall not be required to repair or replace fluorescent or other light bulbs, plate glass windows or any damage caused by Tenant or its employees, agents or invitees, which shall be repaired at Tenant's expense. Tenant shall comply with the directions of proper public officers as to the maintenance of the Premises and shall comply with all health and police regulations applicable to or affecting the Premises. Tenant shall maintain the Premises in a clean and inhabitable condition, and shall keep all sidewalks and driveways clear and free of obstructions. Tenant shall deliver the Premises to Landlord in good condition at the end of the Term, excepting ordinary wear and tear and damage by fire or casualty.

**ARTICLE 7
ALTERATIONS**

Section 7.1 - Tenant's Work. Tenant may make any remodeling, alterations, repairs and additions to the Premises which Tenant may deem necessary or appropriate during the Term; provided, however, structural and major changes to the Premises shall be made only with Landlord's prior consent. Tenant shall submit plans for any structural changes for Landlord's approval prior to commencing work on such changes. Except as otherwise provided in writing, any such remodeling, alterations, repair or addition shall remain in the Premises upon the expiration or termination of this Lease, free of any claim by Tenant. Tenant shall make all remodeling, alterations, repairs and additions to the Premises at its own risk and cost and in accordance with all applicable laws and regulations, and shall indemnify Landlord against all expenses, liens, claims, or damages to either persons or property or to the Premises arising out of or resulting from such remodeling, alterations, or additions. Tenant agrees not to remove the existing electrical outlets without Landlord's prior consent.

Section 7.2 - Signs. Tenant may erect, maintain, permit and remove such signs as Tenant deems appropriate on or about the Premises with the prior consent of Landlord, which consent shall not be reasonably withheld.

**ARTICLE 8
FIXTURES, MACHINERY & EQUIPMENT**

All machinery, equipment and other personal property placed in or upon the Premises by Tenant shall remain the property of Tenant, and Tenant shall have the right to remove such property at any time, providing that any damage caused by such removal shall be repaired at Tenant's expense. Tenant shall pay promptly when due all taxes assessed against its personal property.

**ARTICLE 9
INSURANCE**

Section 9.1 - Liability Insurance. Tenant shall, at its expense, during the Term of this Lease, keep in force and effect a policy of public liability (including property damage) insurance with respect to the Premises, in which the limits of coverage shall not be less than \$1,000,000 per occurrence and \$1,000,000 aggregate. The policy shall name Tenant and Landlord as Insureds, and shall provide that the insurer may not cancel or change the insurance coverage in any respect without first giving Landlord at least ten (10) days prior written notice. The insurance shall be in an insurance company approved by Landlord, which approval shall not be unreasonably withheld, and a copy of the policy or a certificate of insurance shall be delivered to Landlord at the commencement of the Term of this Lease or whenever replaced.

Section 9.2 - Casualty and Other Insurance. Landlord shall, at its expense, obtain property and casualty insurance coverage on the building (but not the parking lot) on the

Premises, including but not limited to fire, extended coverage, vandalism and malicious mischief.

Section 9.3 - Insurance on Contents. Tenants shall, at its expense, insure its fixtures, machinery, equipment, personal property and contents used in or located on the Premises.

ARTICLE 10 DAMAGE AND RESTORATION

In the event the Premises are damaged by fire, explosion or any other casualty to an extent which is less than ten percent (10%) of the cost of replacement of the Premises, the damage shall be promptly repaired by Landlord at Landlord's expense. In no event shall Landlord be required to repair or replace Tenant's inventory, supplies, furniture, machinery, equipment or leasehold improvements. If the Premises shall be damaged to the extent of ten percent (10%) or more of the cost of replacement, Landlord may elect to either (i) repair or rebuild the Premises at Landlord's expense, or (ii) terminate this Lease upon giving notice of such election in writing to Tenant within ninety (90) days after the occurrence of the event causing the damage. If the casualty, repairing, or rebuilding shall render the Premises untenantable, in whole or in part, then a proportionate abatement of the rent shall be allowed from the date when the damage occurred until the date Landlord completes its work, said proportion to be computed on the basis of the relation which the gross square foot area of the space rendered untenantable bears to the floor space of the Premises. If Landlord elects to repair the Premises as herein provided, Tenant shall repair or replace its inventory, supplies, furniture, machinery, equipment or leasehold improvements.

ARTICLE 11 INDEMNIFICATION

Section 11.1 - Tenant's Indemnification. Tenant shall indemnify and hold harmless Landlord from all liability, loss, cost or damage which may occur or be claimed with respect to any person, entity or property on or about the Premises, or to the Premises itself, resulting from the acts or omissions of Tenant, its invitees, servants and agents.

Section 11.2 - Landlord's Indemnification. Landlord shall indemnify and hold harmless Tenant from all liability, loss cost or damage which may occur or be claimed with respect to any person, entity or property on or about the Premises, or to the Premises itself, resulting from the acts or omissions of Landlord, its invitees, servants and agents.

Section 11.3 - Insurance. The indemnity liability of Tenant and Landlord set forth above shall not extend to any matter against which Tenant or Landlord shall be effectively protected by insurance, provided, however, that if any such liability shall exceed the amount of the effective and collectible insurance in question, the liability of Tenant or Landlord shall apply to such excess.

**ARTICLE 12
CONDEMNATION**

If the Premises or any part thereof shall be acquired by any authority having power of eminent domain, whether directly pursuant to such power or under threat of use of such power, Landlord may terminate this Lease as of the date when possession is taken by the acquiring authority. All proceeds and damages resulting from such acquisition shall belong to and be the property of Landlord; provided, however, Tenant shall have the right to claim and recover from such acquiring authority, but not from Landlord, such compensation as may be separately awarded or recoverable by Tenant in its own right on account of any and all damages to Tenant's business by reason of such acquisition, business interruption or displacement.

**ARTICLE 13
ASSIGNMENT, SUBLEASE OR LICENSE**

Tenant shall not assign or sublease the Premises, or any right or privilege connected therewith, or allow any other person except agents and employees of Tenant to occupy the Premises or any part thereof without first obtaining the written consent of Landlord. A consent by Landlord shall not be a consent to a subsequent assignment, sublease or occupation by other person.

**ARTICLE 14
DEFAULT AND REMEDIES**

If Tenant defaults on its covenant to pay rent and such default continues for ten (10) days after written notice from Landlord pursuant to Section 15.10, or if Tenant defaults on any other of its obligations under this Lease and such default continues for thirty (30) days after written notice from Landlord pursuant to Section 15.10, Landlord may thereupon take possession of the Premises and relet the same without such action being deemed an acceptance of a surrender of this Lease or in any way terminating Tenant's liability hereunder, and Tenant shall remain liable to pay the rent herein reserved, less the net amount realized from such reletting, after deduction of any expenses incident to such repossession and reletting, or Landlord at its option may terminate this Lease. Should the sum realized from such reletting by Landlord, after deducting the expense of reletting, be less than the rentals reserved herein, Tenant agrees to pay such deficiency each month upon demand therefor. Such remedies are in addition to all other remedies available to Landlord by law.

ARTICLE 15
MISCELLANEOUS

Section 15.1 - Covenant of Title. Landlord covenants, represents and warrants that it has absolute fee simple title to the Premises and full right and power to execute and perform its obligations under this Lease and to grant the estate demised herein and that Tenant, on payment of the rent herein reserved and performance of the covenants and agreements herein contained, shall peacefully and quietly have, hold and enjoy the Premises during the Term without disturbance by any person.

Section 15.2 - Waiver. No waiver of any covenant or condition or the breach of any covenant or condition of this Lease shall be deemed to constitute a waiver of subsequent breach of such covenant or condition, nor to justify or authorize the non-observance on any other occasion of the same or of any other covenant or condition hereof, nor shall the acceptance of rent by Landlord at any time when Tenant is in default under any covenant or condition hereof be construed as a waiver of such default, nor shall any waiver or indulgence granted by a party be taken as an estoppel against that party during the continuance of such default. The failure of Landlord promptly to avail itself of such other rights or remedies as Landlord may have shall not be construed as a waiver of such default, but Landlord may at any time thereafter, if such default continues, exercise all its rights arising from such default in the manner provided in this Lease.

Section 15.3 - Remedies Cumulative. The remedies of Landlord and Tenant shall be cumulative, and no one of them shall be construed as exclusive of any other or of any remedy provided by law.

Section 15.4 - Relationship of Parties. Nothing in this Lease shall be construed to create the relationship of principal and agent, partnership, joint venture, or any other relationship between the parties hereto other than the relationship of Landlord and Tenant. Accordingly, neither Landlord, Tenant, nor any other person, firm or corporation claiming under or through them shall be responsible for the debts or obligations of the others or any of them.

Section 15.5 - Governmental Regulation. Landlord and Tenant acknowledge and agree that the Premises are zoned I-1. Tenant shall comply with all of the requirements of all county, municipal, state, federal and other applicable governmental authorities, pertaining to its use and occupancy of the Premises.

Section 15.6 - Successors. This Lease shall inure to the benefit of and be binding upon the parties, hereto, their respective heirs, personal representatives, successors and permitted assigns.

Section 15.7 - Attornment. Tenant shall, in the event of any sale, assignment, or foreclosure of Landlord's rights in the Premises, attorn to and recognize such assignee or purchaser thereof as the Landlord under this Lease.

Section 15.8 - Entirety, Severability, and Law. This Lease shall constitute the entire agreement between the parties and shall not be modified in any manner except by written instrument executed by the parties. The invalidity or unperformability of any provision hereof shall not affect or impair any other provision hereof. Each term and provision hereof shall be performed and enforced to the fullest extent permitted by and in accordance with Kentucky law, which shall govern this Lease.

Section 15.9 - Inspection and Access. Landlord or its agents may at any reasonable time inspect the Premises and make such repairs thereto as Landlord deems necessary to its preservation. Landlord shall have access to the Premises at all reasonable times and in case of emergency at any time for the purpose of inspecting such facilities or of making such repairs or changes thereto as Landlord deems necessary. Tenant shall not install any equipment which will exceed the capacity of the utility facilities of the Premises, and any equipment necessary to increase utility capacity shall be installed at Tenant's expense. Landlord shall have access during the Term of this Lease for the purpose of exhibiting the Premises for sale, and Landlord shall have the right to place signs in or on the Premises advertising the same for sale.

Section 15.10 - Notices. Any notice to be given from one party to the other pursuant to this Lease shall be in writing and shall be delivered by hand or sent by certified mail (return receipt requested) or overnight express service to the address of the recipient stated at the beginning of this Lease, or to such other address as the recipient may have previously designated by notice.

To indicate their understanding of and consent to the foregoing terms, the parties have executed this Lease on the date first above written.

LANDLORD:

BREAD BOX LEXINGTON, LLC

By: Buddy Radson

Title: Member

TENANT:

By: Chaqueta Neal

Title: Executive Director