

R-482-2022

C-247-2022

COMMUNITY PROJECT AGREEMENT

THIS COMMUNITY PROJECT AGREEMENT (“Agreement”), is made and entered into on the 21st day of December 2022, 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 **BLUEGRASS COUNCIL FOR THE BLIND, INC.**, a Kentucky nonprofit corporation, (“Organization”) with offices located at 1093 South Broadway, Suite 1214, Lexington, Kentucky 40504.

WITNESSETH

WHEREAS, the Organization is a 501(c)(3) nonprofit organization, as defined by the Internal Revenue Code, that has a long-term lease on the property located at 1093 South Broadway, Suite 1214, 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. 24-2022 for its “Nonprofit Capital Grants Program,” which offers grant awards to Fayette County 501(c)(3) nonprofit organizations in recognition of the negative economic impacts of COVID-19 upon the local network of community agency partners;

WHEREAS, the Organization submitted a response to RFP No. 24-2022 seeking funding from LFUCG for operational investment projects and/or capital improvement projects so that it can budget appropriate funds to continue providing needed services to Fayette County residents;

WHEREAS, LFUCG intends to fund projects, to hopefully lessen the economic impact of the COVID-19 pandemic on those Fayette County residents served by the Organization using revenue replacement funding derived from the American Rescue Plan Act of 2021 (ARPA);

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 October 15, 2022 and shall last until December 31, 2026, unless terminated by LFUCG at an earlier time.

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 that 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 **SEVENTY THOUSAND TWO HUNDRED NINETY SIX DOLLARS AND 10/100 (\$70,296.10)** ("Funds") for the completion of all of the Project(s). The total amount of the Funds that the Organization shall receive is divided in separate amounts, and these amounts shall be allocated for each Project. Thus, the total amount paid for each Project ("Sum") shall not exceed the amounts stated herein:

PROJECT	SUM	OPERATIONAL/CAPITAL
1) Computer System Upgrade Project	1) \$59,495.97	1) Operational
2) Security System Upgrade Project	2) \$10,800.13	2) Operational

The uses of the 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 an 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. **FEDERAL LAW.** The Organization understands that the Funds paid by LFUCG were awarded under the American Rescue Plan Act of 2021 ("ARPA"). Organization agrees to comply with any requests from LFUCG related to LFUCG's ongoing monitoring and reporting obligations set by federal law. Organization understands that the failure to comply may result in termination of this Agreement. Organization further agrees and by entering this Agreement, it hereby certifies to its ability to comply with all terms included within Exhibits A and B and also to the following terms, to the extent these terms are applicable to the subject matter of this Agreement as defined by applicable federal law:

a. The Organization acknowledges and certifies that it has not been debarred or suspended and further acknowledges and agrees that it must comply with regulations regarding debarred or suspended entities in accordance with 24 CFR § 570.489(l). Funds may not be provided to excluded or disqualified persons.

b. The Organization agrees and certifies that to the greatest extent practicable, it will prefer the purchase, acquisition, and use of goods, products or materials produced in the United States, in conformity with 2 C.F.R. § 200.322.

c. The Organization agrees and certifies that all activities performed pursuant to any agreement entered as a result of a contractor's bid, and all goods and services procured under that agreement, shall comply with 2 C.F.R. § 200.216 (Prohibition on certain telecommunications and video surveillance services and equipment) and 2 C.F.R. 200 § 200.323 (Procurement of recovered materials), to the extent either section is applicable.

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, 2026. 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:

Theresa Thomas, Executive Director
Bluegrass Council of the Blind, Inc.
1093 South Broadway, Suite 1214
Lexington, Kentucky 40504
info@bcbky.org

For Government:

Jenifer Wuorenmaa (ARPA Project Manager)
Office of the Chief Administrative Officer
Lexington-Fayette Urban County Government
200 East Main Street
Lexington, Kentucky 40507
Jwuorenmaa@lexingtonky.gov

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.

THE REMAINDER OF THIS AGREEMENT LEFT INTENTIONALLY BLANK

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

LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT

BY: Linda Gorton
Linda Gorton, Mayor

ATTEST:

MaKenzie Cook
Deputy Clerk of the Urban County Council

BLUEGRASS COUNCIL OF THE BLIND, INC.

BY: Theresa Thomas
Theresa Thomas, Executive Director

COMMONWEALTH OF KENTUCKY)
COUNTY OF FAYETTE)

The foregoing instrument was acknowledged before me this the 10th day of December, 2022, by Theresa Thomas, Executive Director of Bluegrass Council of the Blind, Inc., Kentucky nonprofit organization.

LUCAS MEADORS
Notary Public
Kentucky - State at Large
My Commission Expires May 13, 2023

#623164

My commission expires: 05/13/23

[Signature]
Notary Public, State-at-Large, Kentucky

EXHIBIT "A"



Lexington-Fayette Urban County Government

Request for Proposal

The Lexington-Fayette Urban County Government hereby requests proposals for **RFP #24-2022 Nonprofit Capital Grants Program** to be provided in accordance with terms, conditions and specifications established herein.

Online proposals will be received at <https://lexingtonky.ionwave.net/> until **2:00 PM**, prevailing local time, on **June 21, 2022**

Proposals received after the date and time set for opening proposals will not be considered for award of a contract and will be returned unopened to the Proposer. It is the sole responsibility of the Proposer to assure that his/her proposal is received (uploaded to <https://lexingtonky.ionwave.net/>) by the Division of Central Purchasing before the date and time set for opening proposals.

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

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

The Proposer must upload one (1) electronic version in PDF format to <https://lexingtonky.ionwave.net/>.

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, ordinances and resolutions (including but not limited to Section 2-33 (Discrimination due to sexual orientation or gender identity) and Chapter 13 (Licenses and Regulations) of the Lexington-Fayette Urban County Government Code of Ordinances, and Resolution No. 484-17 (Minority, Women, and Veteran-Owned Businesses)) and the 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 workforce in the area from which he draws employees, or to supply an Affirmative Action plan which will achieve such representation during the life of the contract.

LFUCG Non-Appropriation Clause

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

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

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

Contention Process

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

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

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

SELECTION CRITERIA:

See Scope of Work for scoring criteria.

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

Questions shall be addressed to:

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

Affirmative Action Plan

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

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

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

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

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

AFFIDAVIT

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

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

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

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

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

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

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

Continued on next page

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

Further, Affiant sayeth naught.

[Handwritten Signature]

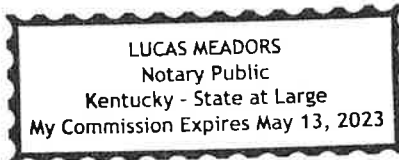
STATE OF Kentucky

COUNTY OF Fayette

The foregoing instrument was subscribed, sworn to and acknowledged before me by Theresa Thomas on this the 10th day of December, 2022

My Commission expires: 05/13/23

[Handwritten Signature]
NOTARY PUBLIC, STATE AT LARGE



#623144

EQUAL OPPORTUNITY AGREEMENT

The Law

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

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

- 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

Shaw-Shaw

Name of Business

Bluegrass Council of the Blind

Name of Business

GENERAL PROVISIONS

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

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

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

to bribe an officer or employee of the LFUCG.

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

A. Termination for Cause

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

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

B. At Will Termination

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

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

authorized to do business under the laws of Kentucky. Respondent must be in good standing and have full legal capacity to provide the services specified under this Contract. The Respondent must have all necessary right and lawful authority to enter into this Contract for the full term hereof and that proper corporate or other action has been duly taken authorizing the Respondent to enter into this Contract. The Respondent will provide LFUCG with a copy of a corporate resolution authorizing this action and a letter from an attorney confirming that the proposer is authorized to do business in the State of Kentucky if requested. All proposals must be signed by a duly authorized officer, agent or employee of the Respondent.

16. **Governing Law:** This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. In the event of any proceedings regarding this Contract, the Parties agree that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division. All parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to this Contract or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.
17. **Ability to Meet Obligations:** Respondent affirmatively states that there are no actions, suits or proceedings of any kind pending against Respondent or, to the knowledge of the Respondent, threatened against the Respondent before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of Respondent to perform its obligations under this Contract, or which question the legality, validity or enforceability hereof or thereof.
18. Contractor understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for any purpose whatsoever. Contractor is an independent contractor at all times during the performance of the services specified.
19. 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.

20. 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.

Steve Thomas

Signature

12/20/2022

Date

**AMENDMENT 1 —
CERTIFICATION OF COMPLIANCE FOR AMERICAN RESCUE PLAN ACT
EXPENDITURES**

The Lexington-Fayette Urban County Government (“LFUCG”) may classify the subject matter of this bid as an expenditure under the American Rescue Plan Act of 2021. Expenditures under the American Rescue Plan Act of 2021 require evidence of of the contractor’s compliance with Federal law. Therefore, by the signature below of an authorized company representative, you certify that the information below is understood, agreed, and correct. Any misrepresentations may result in the termination of the contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims.

The bidder agrees and understands that in addition to all conditions stated within the attached bid documents, the following conditions will also apply to any Agreement entered between bidder and LFUCG, if LFUCG classifies the subject matter of this bid as an expenditure under the Amerian Rescue Plan Act. The bidder further certifies that it can and will comply with these conditions, if this bid is accepted and an Agreement is executed:

1. Any Agreement executed as a result of acceptance of this bid may be governed in accordance with 2 CFR Part 200 and all other applicable Federal law and regulations and guidance issued by the U.S. Department of the Treasury.

2. Pursuant to 24 CFR 85.43, any Agreement executed as a result of acceptance of this bid can be terminated if the contractor fails to comply with any term of the award. This Agreement may be terminated for convenience in accordance with 24 CFR 85.44 upon written notice by LFUCG. Either party may terminate this Agreement with thirty (30) days written notice to the other party, in which case the Agreement shall terminate on the thirtieth day. In the event of termination, the contractor shall be entitled to that portion of total compensation due under this Agreement as the services rendered bears to the services required. Either party may terminate this Agreement for good cause shown with forty-five (45) days written notice, which shall explain the party’s cause for the termination. If the parties do not reach a settlement before the end of the 45 days, then the Agreement shall terminate on the forty-fifth day.

3. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

- (1) Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part, and the contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

Provided, however, that in the event a contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the administering

agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

4. If fulfillment of the contract requires the contractor to employ mechanic's or laborers, the contractor further agrees that it can and will comply with the following:

- (1) Overtime requirements: No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such a workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such a workweek.
- (2) Violation: liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. LFUCG shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower-tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

5. The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

6. The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency Regional Office.

7. The contractor shall include these requirements in numerical paragraphs 5 and 6 in each subcontract exceeding \$100,000 financed in whole or in part with American Rescue Plan Act funding.

8. The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

9. The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency Regional Office.

10. The contractor shall include these requirements in numerical paragraphs 8 and 9 in each subcontract exceeding \$100,000 financed in whole or in part with American Rescue Plan Act funds.

11. The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

12. The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency regional office.

13. The contractor shall include these requirements in numerical paragraphs 11 and 12 in each subcontract exceeding \$100,000 financed in whole or in part with American Rescue Plan Act funds.

14. The contractor shall include this language in any subcontract it executes to fulfill the terms of this bid: “the sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury’s Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with ‘Limited English Proficiency’ in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury’s Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.”

15. Contractors who apply or bid for an award of \$100,000 or more shall file the required certification that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such

disclosures are forwarded from tier to tier, up to the recipient. The required certification is included here:

- a. The undersigned certifies, to the best of his or her knowledge and belief, that:
- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- b. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Theresa Thomas

Signature

12/20/2022

Date

Firm Submitting Proposal: _____

Complete Address: _____
Street City Zip

Contact Name: _____ Title: _____

Telephone Number: _____ Fax Number: _____

Email address: _____

**RISK MANAGEMENT PROVISIONS
INSURANCE AND INDEMNIFICATION**

INDEMNIFICATION AND HOLD HARMLESS PROVISION

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

- (5) These provisions shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this agreement.
- (6) LFUCG is a political subdivision of the Commonwealth of Kentucky. CONSULTANT acknowledges and agrees that LFUCG is unable to provide indemnity or otherwise save, hold harmless, or defend the CONSULTANT in any manner.

FINANCIAL RESPONSIBILITY

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

INSURANCE REQUIREMENTS

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

Required Insurance Coverage

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

<u>Coverage</u>	<u>Limits</u>
General Liability million aggregate (Insurance Services Office Form CG 00 01) limit	\$1 million per occurrence, \$2 or \$2 million combined single limit
Professional Liability	\$1 million per occurrence
Worker's Compensation	Statutory
Employer's Liability	\$100,000

The policies above shall contain the following conditions:

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

Renewals

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

Deductibles and Self-Insured Programs

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

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

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

Safety and Loss Control

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

Verification of Coverage

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

Right to Review, Audit and Inspect

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

DEFAULT

CONSULTANT understands and agrees that the failure to comply with any of these insurance, safety, or loss control provisions shall constitute default and that LFUCG

may elect at its option any single remedy or penalty or any combination of remedies and penalties, as available, including but not limited to purchasing insurance and charging CONSULTANT for any such insurance premiums purchased, or suspending or terminating the work.

00471865



LEXINGTON

Lexington-Fayette Urban County Government
Request for Proposals

**Nonprofit Capital Grant Program
Scope of Work**

Description: The Nonprofit Capital Project Grants Program is a new 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 federal American Rescue Plan Act (ARPA) dollars and are subject to federal 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.

Purpose: To provide a *one-time grant* to local 501(c)(3) agencies for major capital projects in two categories: 1) Facility Improvements (such as the purchase, construction, expansion, repair of a building, or installation or major overhaul of HVAC systems, etc.), and 2) Operational Investments (e.g. purchase of major equipment, such as a generator or vehicle).

Instructions

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

Proposal Deadline – 2 P.M. OF June 21, 2022

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, 2024**.

LFUCG intends to award multiple proposals with funding via the American Rescue Plan Act. **Organizations receiving grants shall be known as Subrecipients for the purposes of this program.**

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

The Subrecipient agrees that it shall spend the entire amount of funds provided under this Agreement before April 30, 2024.

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

See the Request for Proposals beginning on page 31 for details of the Certification of Compliance for American Rescue Plan Act Expenditures.

If it becomes apparent to the Subrecipient that it will be unable to complete the Project either in the manner or for the amount described in this Agreement, then the Subrecipient 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 Subrecipient fails to use any amount of funds provided under the Agreement within the time of performance (by April 30, 2024), Subrecipient forfeits those funds.

1.2 Proposal Submission

In order to be considered, proposals must be received by **June 21, 2022 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 JUNE 3, 2022 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 Monday, May 16, 2022, 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 Wednesday, June 1, 2022 at 2 PM EST**

[Click here to Join Technical Q&A Zoom Meeting](#)
Webinar ID: 852 2355 9169
Passcode: 435922

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 Tuesday, June 21, 2022. 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 August 15, 2022. This timeline is subject to change without notice.

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

1.6 Evaluation

Proposals will be evaluated by a neutral panel selected by the Commissioner of Social Services, all of whom have no affiliation with any applicant.

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

These grants are funded by federal American Rescue Plan Act (ARPA) dollars and are subject to federal reporting and spending requirements. Agencies will manage and comply with ARPA Requirements as detailed in this Request for Proposal beginning on page 31 in the Certification of Compliance for American Rescue Plan Act Expenditures.

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 and Operational Investments 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 Gold Seal of Transparency or higher level agency portrait on GuideStar.org
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 and Meeting ARPA Requirements

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.

Describe how the Agency will manage and comply with ARPA Requirements as stated previously. *(Details in the Request for Proposal beginning on page 31 in the Certification of Compliance for American Rescue Plan Act Expenditures.)*

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, 2024

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 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 \$100,000 of Facility Improvements and/or \$50,000 in Operational Investments** (*Agencies may bundle projects to meet the minimums*).

Maximum award in Facility Improvements is \$500,000, and \$250,000 in Operational Investments. An agency may receive up to a total of \$750,000 if projects are awarded the maximum in each category.

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.
- **All funds awarded must be spent by grantees before April 30, 2024.**

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> |

Operational Investments

- F. Information Technology & Telecommunication (*Servers, Computer Systems, Database Systems, etc.*)
- G. Fleet and Mobile Service Units
- H. Generators, Alternative Power Supply
- I. Security Cameras, Safety Controls
- J. Other Major Operational Equipment

Grant Award Allocation

Funding Pool*	Facility Improvements	Operational Investments
	\$4,000,000	\$2,000,000
Minimum Request per agency**	\$100,000**	\$50,000**
Maximum Request per agency	\$500,000	\$250,000

****Agencies may apply for either Facility Improvements or Operational Investments or both.***

*****Agencies may bundle projects in either Facility Improvements or Operational Investments to meet the minimums (not across the two types of investments in order to meet minimums).***

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 ARPA 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:

6. Facility Improvement location is located in Fayette County and Operational Investments must be for the purpose of serving Fayette County residents with these grant funds
7. Be in good standing with the Kentucky Secretary of State
8. Responders shall be registered and have a current, complete Gold Seal of Transparency or higher level agency portrait on GuideStar.org
9. Funds for the projects cannot be used to teach, advance, advocate or promote any religion
10. 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 and Meeting ARPA Requirements

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.

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Describe how the Agency will manage and comply with ARPA Requirements as stated previously. *(Details in the Request for Proposal beginning on page 31 in the Certification of Compliance for American Rescue Plan Act Expenditures.)*

4.4 Operational Feasibility

The application must include:

5. Clear and complete plans and timeline for implementing and completing the project
6. 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
7. Adequate number of qualified staff to carry out the proposed project
8. Indicators that demonstrate that the project can be completed by April 30, 2024

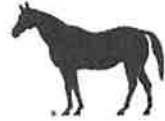
4.5 Cost Analysis – and attachments

5. Cost proposals and budget narrative
6. This section shall provide the total costs of the capital project, including all expenses to be incurred
7. Project is cost-effective and all costs are reasonable, and do not deviate substantially from the norm in Lexington

8. Line item Budgets for each Grant Project requested and the Agency Budget

LFUCG reserves the right to adjust funding amounts.

EXHIBIT "B"



LEXINGTON

RFP-24-2022

Bluegrass Council of the Blind, Inc.

Supplier Response

Event Information

Number: RFP-24-2022
Title: ARPA Funded Nonprofit Capital Grant Program
Type: Request For Proposal
Issue Date: 5/16/2022
Deadline: 6/21/2022 02:00 PM (ET)

Contact Information

Contact: Todd Slatin
Address: Central Purchasing
Government Center Building
Room 338
200 East Main Street
Lexington, KY 40507
Phone: (859) 2583320
Fax: (859) 2583322
Email: tslatin@lexingtonky.gov

Bluegrass Council of the Blind, Inc. Information

Contact: Theresa Thomas
Address: 1093 South Broadway
Lexington, KY 40504
Phone: (859) 259-1834
Email: info@bcbky.org
Web Address: www.bcbky.org

ONLY ONLINE BIDS WILL BE ACCEPTED! By submitting your response, you certify that you are authorized to represent and bind your company and that you agree to all bid terms and conditions as stated in the attached bid/RFP/RFQ/Quote/Auction documents.

Susan K McDaniel

Signature

Submitted at 6/21/2022 11:24:36 AM (ET)

mcdaniel@bcbky.org

Email

Response Attachments

NCG Submittal Cover Sheet Bluegrass Council of the Blind.pdf

Required Cover Sheet

ARPA Grant docs Bluegrass Council of the Blind.pdf

Affidavit, Equal Opportunity Agreement, Workforce Analysis

Proposal Bluegrass Council of the Blind Computer System Upgrade Project.pdf

Computer System Upgrade Proposal

Budget Bluegrass Council of the Blind Computer System Upgrade Project.pdf

Computer System Upgrade Project Budget

Proposal Bluegrass Council of the Blind Security System Upgrade Project.pdf

Security System Upgrade Project Proposal

Budget Bluegrass Council of the Blind Security System Upgrade Project.pdf

Security System Upgrade Project Budget

Agency Budget Bluegrass Council of the Blind.pdf

Agency Budget for Bluegrass Council of the Blind

Estimate Computers Plus Repair Bluegrass Council of the Blind Combined Projects.pdf

Project Estimate Computers Plus Repair

Estimate Zetta Code, LLC Bluegrass Council of the Blind Combined Project Estimate.pdf

Project Estimate Zetta Code

Estimate newegg Bluegrass Council of the Blind Combined Projects.pdf

Project Estimate newegg.com



PROPOSAL SUBMITTAL COVER SHEET

Agency Information

Agency Name: Bluegrass Council of the Blind, Inc.

Mailing Address: 1093 S. Broadway, Ste. 1214, Lexington, KY 40504

Street Address: 1093 S. Broadway, Ste. 1214, Lexington, KY 40504

Phone: (859) 259 - 1834

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*):
Theresa Thomas, Executive Director, 859-259-1834, info@bcbky.org

Person Completing Application (*Name, Title, Phone, Email*):
Susan McDanie, Deputy Director, 859-259-1834, mcdaniel@bcbky.org

Project Information

Funding Requested by Project, if bundling multiple Projects:

Project: <u>Computer System Upgrade Project</u>	Request \$ <u>\$59,495.97</u>
<input type="checkbox"/> Facility Improvement project	<input checked="" type="checkbox"/> Operational Investment project
Project: <u>Security System Upgrade Project</u>	Request \$ <u>\$10,800.13</u>
<input type="checkbox"/> Facility Improvement project	<input checked="" type="checkbox"/> Operational Investment project
Project: _____	Request \$ _____
<input type="checkbox"/> Facility Improvement project	<input type="checkbox"/> Operational Investment project
Project: _____	Request \$ _____
<input type="checkbox"/> Facility Improvement project	<input type="checkbox"/> Operational Investment project
Project: _____	Request \$ _____
<input type="checkbox"/> Facility Improvement project	<input type="checkbox"/> Operational Investment project

Total Funding Amount Requested: \$ 70,296.10

- 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.
- If applying for/bundling multiple projects, submit a 5 section narrative for each project.

Bluegrass Council of the Blind Computer System Upgrade Project

Section 1

The Bluegrass Council of the Blind (BCB) is the only nonprofit exclusively serving the needs of adults who are blind or visually impaired in Fayette County. BCB services are free of charge and available to anyone affected by vision loss. BCB has been a Lexington-based organization since 1978. We are in good standing with the Kentucky Secretary of State and have a GuideStar Gold Seal of Transparency. BCB's mission is *to increase independence, security and quality of life for Kentuckians affected by vision loss through peer support, technology, training and additional resources.* We do this through two main programs: Peer Support (PS) and Assistive Technology & Training (AT). BCB's AT Program introduces people with vision impairment to devices, accessibility features, tools and solutions for achieving tasks nearly impossible for those with low or no vision, such as reading, writing checks and balancing a checkbook, identifying currency, following a recipe, monitoring health and dozens of other activities people with full sight take for granted. BCB offers the only Assistive Technology Access Center in Kentucky, which offers state-of-the-art devices for hands-on trials, lending, distribution and training. This program offers access and training on both specialized and "every-day" devices that can be adapted for persons with low to no vision, giving them tools and skills to maximize their independence, safety and productivity. Devices include magnifiers, computer screen readers, kitchen aids, smart phone apps and others. BCB's PS Program offers peer counseling and support to combat the fear, isolation and depression that can accompany vision loss. This program provides opportunities for interaction with others who can share what it's like to meet the challenges of vision impairment, helping individuals and family members gain

confidence, offer and receive support, and learn and share ideas and techniques. PS services include intake/info/referral, Lunch & Learn presentations, community outings to increase orientation & mobility skills and promote inclusion, small group mentoring, advocacy and connection through our national membership, and monthly supplemental food distribution. These services increase access to resources, and often result in improved physical and mental health. BCB is a positive spin on the old saying, "the blind LEADING the blind." The majority of our staff, board and regular volunteers are impacted by vision impairment, so we know firsthand the challenges of living in a sighted world and have a passion for helping others overcome the barriers of sight loss to live their best lives. We use our personal experiences to support, educate, encourage, train and empower others with similar challenges. This creates a unique opportunity for peer-to-peer learning, mentoring and setting a positive example of how people can live, share and learn with vision loss. 2017 Census data shows nearly 7,500 adults with vision impairments in Fayette County. The CDC reports vision loss takes a substantial social and economic toll, including significant suffering, disability, loss of productivity, and diminished quality of life; people with vision impairments are more likely to report depression, falls, cognitive decline, and premature death; decreased ability to see can lead to the inability to drive, read, keep accounts, and travel in unfamiliar places – substantially compromising employability and quality of life. The National Federation of the Blind reports more than 70% of this population are unemployed, leaving most in poverty. BCB is the only nonprofit in Fayette County exclusively serving this vulnerable and underserved population at risk for isolation, depression, poor health and dependency on others.

Section 2

Eight of our 9 staff members are legally blind. To do our jobs each day, we rely on assistive technology such as screen-reading software, e.g., JAWS, ZoomText, and Fusion, which require massive amounts of RAM and more powerful processors to function along with other office programs or work with Internet browsers. Without the RAM and processors it takes to run the assistive software, our staff battles constant lagging and frozen computers. For persons who need to magnify the screen larger than 2x or 3x, an HD screen or higher quality monitor can make a huge difference on eye strain and making out letters and graphics when enlarged.

In addition, one of BCB's main services is training on assistive technology. BCB offers group and one-on-one training to consumers experiencing vision loss as a regular service to our consumers, and we have recently become the preferred vendor to OVR for assistive technology training for their clients as well.

The funding from this grant would be used to purchase desperately needed high-RAM lap and desktop computers with high-speed processors and high-definition screens that would enable our staff to experience seamless, quick and productive workdays with the accessible tools they need, along with the RAM and screen quality necessary to successfully demonstrate and train others on these various types of accessible programs.

The high system specifications of the specific computer systems being requested will allow us to meet the current industry standards. As assistive technology advances, it is necessary for BCB to stay as up to date as possible. When our clients reach out to us for help, we need to know about the accessible platforms that work best and which tools

they can use to accomplish their goals. Being able to use the same tools we recommend to our clients is imperative for our staff to perform their duties.

Without the requested systems our staff and consumers experience the following challenges:

- system performance degradation, often to the point of being unusable, especially when using multiple applications. This can be especially true when using Outlook, Excel and Word. Using these applications together with accessible software – even at minimum or even recommended specifications – can cause the system to become unresponsive, crash or shutdown. When a person who is visually impaired can't see the screen and the reader locks up, he/she is completely helpless without the assistance of a sighted person to read the pop-ups created by issues or determine the reason for the lack of speech output.
- Speech becomes erratic and can lag to the point that the user can't be sure whether speech is following where you are on the screen.

These issues can dramatically impact someone's ability to perform their work and duties, not to mention the frustration and stress it brings to those who face this loss of productivity and independence. It can have a seriously negative impact on a person's attitude, motivation and self-esteem. The ability to work with high-capacity systems will not only encourage our clients but also help us more fully empower our staff, both in the office and on the go.

Section 3

The Bluegrass Council of the Blind has been managing grants and grant reporting for decades. Our Executive Director has 10 years of successful grant writing and management experience here at BCB, and our Deputy Director has almost 3 years' experience successfully managing our organization's grants, including those from the United Way of the Bluegrass, LFUCG ESR grant program, Linda Neville, Blue Grass Community Foundation and more. Over the last 10 years, our team has grown the BCB budget from \$69,000 in 2012 to over \$220,000 in 2022, allowing us to continue to increase employees, programs and people served. Grants make up 70% of our agency budget. As an organization, we approach grants and grant reporting from a team perspective with everyone on staff understanding what we are proposing in a grant, what our numbers are, how we are tracking them and what each of their responsibilities are to ensure that we achieve and track those numbers and outcomes.

As this project is mainly sourcing, buying, installing and networking computer equipment, BCB's Information Technology/Cybersecurity Manager Richard Sizemore will be carrying out the purchasing, installation and management of the technology purchased with funds from this grant. Richard has more than 20 years' experience as a computer and accessibility consultant, including 8+ years' experience in technology training for the blind/visually impaired and individuals with multiple disabilities at organizations such as the Office of Vocational Rehabilitation, the Kentucky School for the Blind and Independence Place. He is a Novell Certified Systems Administrator, a CIW-certified web developer and CIW Web Foundations certified Associate, a CompTIA IT Operations Specialist, a Microsoft Certified Professional, and is CompTIA A+

certified, CompTIA Network+ certified, CompTIA Project+ certified, JAWS and ZoomText certified, and ITIL 4 certified. He will be Security+ certified within the next 6 months and is currently working on a Bachelor of Science in cybersecurity and information assurance.

BCB has a sound fiscal history, demonstrating cash flow that maintains sufficient funds to cover several months of expenses along with additional emergency reserves that would ensure stability for at least six months of expenses, if needed.

We acknowledge that we have read and agree to comply with all ARPA Requirements as listed in the RFP as they pertain to this project.

Section 4:

Because this grant is based on reimbursement, we plan to purchase the equipment in two stages. Upon notification that we have been awarded the grant, we will start the purchasing process in the following order: 1. desktop computer equipment (computers, connectivity, keyboards, monitors, mice, accessible software); 2. Laptop computers.

In our request for estimates, we asked that each vendor give us assurances that prices and availability would remain consistent through April 2023, to the best of their ability.

All purchases will be finalized by April 2023, and we estimate the project will take 4 additional months after all equipment is inhouse to complete all installation and networking, which would put the project finish date at end of August 2023.

This project has a team of four: BCB's IT/Cybersecurity manager will manage the purchases and installation of the items and systems; our office manager will assist with record keeping and project organization; and our deputy director will manage the reporting. BCB's executive director will oversee and guide the project overall.

The staff will be paid as part of their regular hours. BCB's IT/Cybersecurity manager is currently part time; we have budgeted for him to come on full time as of July 1, 2022.

Our deputy director has also had additional hours budgeted for the 2022/2023 Fiscal year.

Should this project need additional funding, we would contribute funds we acquire from our annual fundraising campaigns and corporate solicitations.

Section 5:

We requested estimates from eight companies and received three estimates by the deadline (see attached estimates):

Computers Plus Repair in Lexington was the lowest estimate at \$59,495.97 for BCB's computer upgrade project. Zetta Code, LLC, also in Lexington, came in a close second at \$61,670.89. The third estimate, from Newegg.com, a well-known national technology company was several thousand higher and did not include FUSION software or keyboards – an additional \$10,000 cost (see newegg combined estimate attached). If we are awarded the grant for this project, Computers Plus Repair would be the winning estimate.

Because managing and implementing this project will be part of regular job expectations for the staff involved, there are no other costs other than equipment purchases for this project. Thus, the total cost of this project would be \$59,495.97 in equipment purchases.

**Bluegrass Council of the Blind
Computer System Upgrade Project**

<u>Items</u>	<u>Qty</u>	<u>Item Total</u>
Software	4 \$	10,070.00
Desktop computers	22	22,789.90
Laptop computers	5	17,484.70
Other Hardware	26	6,717.26
Accessories	31 \$	<u>2,434.11</u>
Total		<u>\$ 59,495.97</u>

Bluegrass Council of the Blind Security System Upgrade Project

Section 1

The Bluegrass Council of the Blind (BCB) is the only nonprofit exclusively serving the needs of adults who are blind or visually impaired in Fayette County. BCB services are free of charge and available to anyone affected by vision loss. BCB has been a Lexington-based organization since 1978. We are in good standing with the Kentucky Secretary of State and have a GuideStar Gold Seal of Transparency. BCB's mission is *to increase independence, security and quality of life for Kentuckians affected by vision loss through peer support, technology, training and additional resources.* We do this through two main programs: Peer Support (PS) and Assistive Technology & Training (AT). BCB's AT Program introduces people with vision impairment to devices, accessibility features, tools and solutions for achieving tasks nearly impossible for those with low or no vision, such as reading, writing checks and balancing a checkbook, identifying currency, following a recipe, monitoring health and dozens of other activities people with full sight take for granted. BCB offers the only Assistive Technology Access Center in Kentucky, which offers state-of-the-art devices for hands-on trials, lending, distribution and training. This program offers access and training on both specialized and "every-day" devices that can be adapted for persons with low to no vision, giving them tools and skills to maximize their independence, safety and productivity. Devices include magnifiers, computer screen readers, kitchen aids, smart phone apps and others. BCB's PS Program offers peer counseling and support to combat the fear, isolation and depression that can accompany vision loss. This program provides opportunities for interaction with others who can share what it's like to meet the challenges of vision impairment, helping individuals and family members gain

confidence, offer and receive support, and learn and share ideas and techniques. PS services include intake/info/referral, Lunch & Learn presentations, community outings to increase orientation & mobility skills and promote inclusion, small group mentoring, advocacy and connection through our national membership, and monthly supplemental food distribution. These services increase access to resources, and often result in improved physical and mental health. BCB is a positive spin on the old saying, "the blind LEADING the blind." The majority of our staff, board and regular volunteers are impacted by vision impairment, so we know firsthand the challenges of living in a sighted world and have a passion for helping others overcome the barriers of sight loss to live their best lives. We use our personal experiences to support, educate, encourage, train and empower others with similar challenges. This creates a unique opportunity for peer-to-peer learning, mentoring and setting a positive example of how people can live, share and learn with vision loss. 2017 Census data shows nearly 7,500 adults with vision impairments in Fayette County. The CDC reports vision loss takes a substantial social and economic toll, including significant suffering, disability, loss of productivity, and diminished quality of life; people with vision impairments are more likely to report depression, falls, cognitive decline, and premature death; decreased ability to see can lead to the inability to drive, read, keep accounts, and travel in unfamiliar places – substantially compromising employability and quality of life. The National Federation of the Blind reports more than 70% of this population are unemployed, leaving most in poverty. BCB is the only nonprofit in Fayette County exclusively serving this vulnerable and underserved population at risk for isolation, depression, poor health and dependency on others.

Section 2

Our current security system is inadequate and outdated. The camera images are grainy at best and there is no sound. We also do not have the capability to save the footage.

The need for updating BCB's Security System Project is twofold:

- 1) The people BCB serves are a vulnerable population. The majority of the people who come into our offices to receive services are people who are blind or visually impaired. Many are older, frail and/or live with other disabilities. Eight of our 9 staff members, seven of our 9 board members and most of our regular volunteers are also blind or visually impaired. We need to update our security system to provide an environment in which our consumers, staff, board and volunteers feel protected, safe and comfortable. Risk management is of utmost importance for our organization and for the people we serve. We feel this is a necessary step to protect our staff, clients and assets and reduce risk.
- 2) We have been the grateful recipient of many grants that pay for high-tech devices for training and distribution, such as iPads, Amazon Echo devices, and expensive magnification equipment. We take our responsibility for those devices very seriously. An updated security system is necessary to help us responsibly maintain and protect that equipment, especially with a staff with low to no vision and an office that is open to walk-ins.

Using the configuration we have requested in the estimates will allow us great flexibility and the ability for:

- storage of security camera footage
- storage of recordings from our zoom meetings

- storage of recordings from our phone conversations.

The above recordings will be used for archival purposes and to assist us in developing our training programs further. It will also serve as a security and auditing tool. The large capacity is necessary to manage the large file sizes generated by the recordings listed above.

We are proposing this unit be configured in a RAID five with a dual redundancy configuration. This will allow for persistent continual backup of all our data including the recordings. This unit also:

- offers the ability to provide backup services to office 365.
- provides data storage and backup services in a manner that reduces the risk of data loss.
- will replace our existing file server and allow us plenty of room for growth and future projects.
- This security system/fileserver system is the best of both worlds allowing us to maintain accurate observations of interactions with clients while providing us the data storage infrastructure that we need to grow our agency into the future. Because BCB is a community of people who are visually impaired, there is an increased risk for others to take advantage of certain situations. Having security cameras can be very effective in deterring unwanted behaviors while protecting our consumers, our staff and equipment. Having access to the recordings of our phone interactions allows us to perform audits of phone interactions, ensuring compliance with agency policies, procedures and quality of service.

Section 3

The Bluegrass Council of the Blind has been managing grants and grant reporting for decades. Our Executive Director has 10 years of successful grant writing and management experience here at BCB, and our Deputy Director has almost 3 years' experience successfully managing our organization's grants, including those from the United Way of the Bluegrass, LFUCG ESR grant program, Linda Neville, Blue Grass Community Foundation and more. Over the last 10 years, our team has grown the BCB budget from \$69,000 in 2012 to over \$220,000 in 2022, allowing us to continue to increase employees, programs and people served. Grants make up 70% of our agency budget. As an organization, we approach grants and grant reporting from a team perspective with everyone on staff understanding what we are proposing in a grant, what our numbers are, how we are tracking them and what each of their responsibilities are to ensure that we achieve and track those numbers and outcomes.

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IT Operations Specialist, a Microsoft Certified Professional, and is CompTIA A+ certified, CompTIA Network+ certified, CompTIA Project+ certified, JAWS and ZoomText certified, and ITIL 4 certified. He will be Security+ certified within the next 6 months and is currently working on a Bachelor of Science in cybersecurity and information assurance.

BCB has a sound fiscal history, demonstrating cash flow that maintains sufficient funds to cover several months of expenses along with additional emergency reserves that would ensure stability for at least six months of expenses, if needed.

We acknowledge that we have read and agree to comply with all ARPA Requirements as listed in the RFP as they pertain to this project.

Section 4:

Our lease at our current location is up next year, and because we have outgrown our current office and meeting space, we are actively looking for a new facility in Lexington, with more space for both employees and our consumers, especially a larger group meeting space and a computer lab for small group trainings. These are spaces we hope to be able to make available to other nonprofits serving mutual and similar clients, such as Independence Place, which serves people with all types of disabilities in Fayette and surrounding counties. Our goal is to find office space large enough to house both BCB and Independence Place staff, while being able to share large meeting space and a computer lab. If we are successful, this equipment could empower us to provide a safe, convenient and accessible location for clients of both organizations in one place.

Our timeline for this project is to begin purchasing the security equipment once we have signed a lease on a new facility, which we hope to be in the first quarter of FY 2023. In our request for estimates, we asked that each vendor give us assurances that prices and availability would remain consistent through April 2023, to the best of their ability. All purchases will be finalized by April 2023, and we will begin installation upon arrival, with an estimated project completion of end of December of 2023. We are in negotiations on a location which would potentially house both BCB and our partner agency, Independence Place.

This project has a team of four: BCB's IT/Cybersecurity manager will manage the purchases and installation of the security items and systems; our office manager will assist with record keeping and project organization; and our deputy director will manage the reporting. BCB's executive director will oversee and guide the project overall.

The staff will be paid as part of their regular hours. BCB's IT/Cybersecurity manager is currently part time; we have budgeted for him to come on full time as of July 1, 2022.

Our deputy director has also had additional hours budgeted for the 2022/2023 Fiscal year.

Should this project need additional funding, we would contribute funds we acquire from our annual fundraising campaigns and corporate solicitations.

Section 5:

We requested estimates from eight companies and received three estimates by the deadline (see attached estimates):

Computers Plus Repair in Lexington was the lowest estimate at \$10,800.13 for BCB's Security System Upgrade project. Zetta Code, LLC, also in Lexington, came in a close second at \$11,194.87. The third estimate, from Newegg.com, a well-known national technology company was several thousand higher. If we are awarded the grant for this project, Computers Plus Repair would be the winning estimate.

Because managing and implementing this project will be part of regular job expectations for the staff involved, there are no other costs other than equipment purchases for this project. Thus, the total cost of this project would be \$10,800.13 in equipment purchases.

**Bluegrass Council of the Blind
Security System Upgrade Project**

<u>Items</u>	<u>Qty</u>	<u>Item Total</u>
Software	16	\$ 951.84
Hardware	35	9,074.16
Accessories	20	\$ 774.13
Total		<u>\$10,800.13</u>

Bluegrass Council of the Blind, Inc.
Operating Budget
Fiscal Year End 2022

	<u>TOTAL</u>
Ordinary Income/Expense	
Income	
Direct Public Support-Donations	123,800
Grants	120,000
Total Income	<u>243,800</u>
Expense	
Personnel Expense	140,738
Office Rent	23,400
Materials and Supplies	39,910
Fundraising Expense	18,300
Business Expenses	30
Postage	495
Printing and Copying	1,573
Telephone and Computer System	10,432
Office Furniture and Equipment	530
Travel and Meetings	3,375
Other Expenses	4,975
Total Expense	<u>243,758</u>

PLEASE NOTE: Estimates for Bluegrass Council of the Blind Computer System Upgrade Project are highlighted in blue and estimates for the Security System Upgrade are in yellow.

3120 Pimlico Pkwy #142
 Lexington, Kentucky 40517
 www.ComputersPlusRepair.com
 859-523-5355



Bluegrass Council of the Blind
 1093 s broadway Suit 1214
 Lexington, KY 40504

Estimate # 10708
 Estimate Date 06-15-22
Total \$70,296.10

Item	Description	Unit Cost	Quantity	Line Total
Electronics	Synology 12 Bay DiskStation DS3622xs+	\$3,390.78	1.0	\$3,390.78
Electronics	Seagate IronWolf 8TB NAS Internal Hard Drive HDD – 3.5 Inch SATA 6Gb/s 7200 RPM 256MB	\$211.99	12.0	\$2,543.88
Software	Synology 8-Camera License Key for Synology Surveillance Station CLP8	\$59.49	16.0	\$951.84
Electronics	Synology RAM DDR4-2666 ECC SO-DIMM 16GB (D4ECSO-2666-16G)	\$356.15	1.0	\$356.15
Electronics	Synology M.2 2280 NVMe SSD SNV3400 800GB	\$296.79	1.0	\$296.79
Electronics	Reolink 4K PoE Outdoor Security Camera RLC-812A,	\$84.79	16.0	\$1,356.64
Electronics	APC 1500VA Smart UPS with SmartConnect, SMC1500C Sinewave UPS Battery Backup, AVR, 120V, Line Interactive Uninterruptible Power Supply -- Note: Refurbished item	\$423.99	1.0	\$423.99
Electronics	Cat 6 Ethernet Cable CCA (50 feet) LAN Network Cord, UTP, Internet, Network Cable	\$16.42	5.0	\$82.10
Electronics	Cat 6 Ethernet Cable CCA (75 feet) LAN Network Cord, UTP, Internet, Network Cable	\$18.01	9.0	\$162.09
Electronics	Cat 6 Ethernet Cable CCA (100 feet) LAN Network Cord, UTP, Internet, Network Cable	\$21.19	5.0	\$105.95
Electronics	16 Port Gigabit Network Unmanaged PoE+ Switch(16 POE+ Port with 2 Gigabit Uplinks), 200W Built-in Power@802.3af/at, VLAN Mode, 4kV Lightning Protection, AI Detection,	\$144.15	1.0	\$144.15
Electronics	Electric Door Strike Lock Complete TCP/IP Network Single Door Access Control Board System Kits with 110V Metal Power Supply RFID Reader+Exit Button Phone APP remotely Open Door	\$233.19	1.0	\$233.19
Electronics	Ring Video Doorbell Pro 2 – Best-in-class with cutting-edge features (existing doorbell wiring required) – 2021 release	\$275.59	1.0	\$275.59
Electronics	(NVIDIA GeForce RTX 3060, Intel 16-Core i9-12900KF Processor 32GB RAM, 512GB NVMe + 2TB HDD, AC WiFi, Windows 11) Gaming Tower Desktop -- Note: The brand and certain features of this item will depend on availability at the time of order, but we will ensure it is a comparable system that meets your	\$2,278.99	10.0	\$22,789.90

specification requirements

Currently available build that meets specifications:
 Processor: Intel Core i9-12900KF Sixteen Core Processor
 (30MB Cache, 2.4GHz-5.2GHz) 125W (Liquid Cooled)
 RAM: 32GB DDR4 3200MHz | Hard Drive: 512GB NVMe
 Solid State Drive + 2TB 7200rpm Hard Disk Drive
 Graphics: NVIDIA GeForce RTX 3060 12GB GDDR6
 Power Supply: 650W Gold PSU | Operating System:
 Windows 11 Home x64
 Accessories: USB AC WiFi Adapter & Wired LED Backlit
 USB Keyboard and Mouse Included

Software	Jaws fusion professional -- Note: Perpetual license for business use with Software Maintenance Agreement	\$2,517.50	4.0	\$10,070.00
Electronics	2022 17.3-Inch QHD (2560x1440) Intel i7-12700H, RTX 3080 Ti 16GB GDDR6, 64GB RAM, 2TB Gen 4 + 2TB Gen 4 NVMe SSD, Win 11 Gaming Laptop -- exact specifications may vary slightly depending on availability and current model specifications at time of purchase. Currently available specifications: Standing screen display size 17.3 Inches Max Screen Resolution 2560 X 1440 Pixels Processor 4.7 GHz core_i7 RAM 64 GB DDR4 Memory Speed 2.3 GHz Hard Drive 4 TB SSD Graphics Coprocessor GeForce RTX 3080 Ti Chipset Brand NVIDIA Card Description Dedicated Wireless Type 802.11ax Number of USB 3.0 Ports 2 Other Technical Details Brand PROSTAR Series PD70 Item model number PD70PNT-4A Hardware Platform PC Operating System Windows 11 Home Item Weight 6.17 pounds Product Dimensions 10.32 x 15.59 x 0.98 inches Item Dimensions LxWxH 10.32 x 15.59 x 0.98 inches Processor Brand Intel Processor Count 14 Computer Memory Type DDR4 SDRAM Hard Drive Interface PCIE x 4 Power Source AC & Battery	\$3,496.94	5.0	\$17,484.70
Electronics	YEYIAN ODRAZ 27" IPS Panel HDR 4K UHD Slim Bezel PC Gaming Monitor 3840x2160, 1 Billion Colors, Low Blue, 300cd/m2, 1000;1, 60Hz, 5ms, 16;9, 178°, G-Sync, FreeSync, DP/HDMI/USB, Speakers, VESA, Tilt	\$233.19	3.0	\$699.57
Electronics	LG 32QN600-B 32-Inch QHD (2560 x 1440) IPS Monitor with HDR 10, AMD FreeSync with Dual HDMI Inputs, Black	\$280.11	6.0	\$1,680.66
Electronics	Samsung M70 Smart Monitor, 43 Inch 4K Monitor,	\$423.99	6.0	\$2,543.94

	Computer Monitor, Smart TV Apps, Microsoft 365, 4K Monitor (LS43AM702UNXZA)			
Electronics	Logitech C920x HD Pro Webcam, Full HD 1080p/30fps Video Calling, Clear Stereo Audio, HD Light Correction, Works with Skype, Zoom, FaceTime, Hangouts, PC/Mac/Laptop/Macbook/Tablet - Black	\$73.31	10.0	\$733.10
Electronics	Creative Pebble 2.0 USB-Powered desktop speakers	\$21.19	10.0	\$211.90
Electronics	TP-Link AX6600 Deco Tri-Band WiFi 6 Mesh System(Deco X90) - Covers up to 6000 Sq.Ft, Replaces Routers and Extenders, AI-Driven and Smart Antennas, 2-Pack	\$476.99	1.0	\$476.99
Electronics	Logitech MX Master 3 Advanced Wireless Mouse, Ultrafast Scrolling, Ergonomic, 4000 DPI, Customization, USB-C, Bluetooth, USB, Apple Mac, Microsoft PC Windows, Linux, iPad - Graphite	\$105.99	4.0	\$423.96
Electronics	UtechSmart Venus Pro RGB Wireless MMO Gaming Mouse, 16,000 DPI Optical Sensor, 2.4 GHz Transmission Technology, Ergonomic Design, 16M Chroma RGB Lighting, 16 programmable Buttons,	\$43.24	4.0	\$172.96
Electronics	Donner BR2 Bluetooth 5.0 Audio Receiver aptX for Music Streaming Sound System Wireless Adapter XLR/TRS Balanced RCA/ 3.5mm Aux Output Works with Smart Phones/Tablets/Speakers	\$31.79	1.0	\$31.79
Electronics	WEMAX Go Advanced Smart Laser Projector, Ultra Portable, 1080P ALPD 600 ANSI Lumens, Built-in Battery, Auto Keystone, Bluetooth 5.0, Full Connectivity, Perfect for On-The-Go Business Presentations	\$1,059.99	1.0	\$1,059.99
Electronics	LKBU-LPWB-A2PC-US (LP White on Black PC Astra 2) Assistive Keyboard	\$148.47	2.0	\$296.94
Electronics	LKBU-LPRNTWB-AJPU-US (LP W on B PC Slimline) Assistive Keyboard	\$137.75	2.0	\$275.50
Electronics	LKBU-LPRNTBW-BJPU-US (LP B on W PC Nero Slimline) Assistive Keyboard -- Note: Alternate model number: LKBU-LPBW-BJPU-US	\$137.75	2.0	\$275.50
Electronics	LKBU-LPRNTYB-AJPU-US (LP Y on B PC Slimline) Assistive Keyboard	\$116.02	2.0	\$232.04
Electronics	LKBU-LPRNTBY-BJPU-US (LP B on Y Nero Slimline) Assistive Keyboard -- Note: Alternate model number: LKBU-LPBY-BJPU-US	\$132.39	2.0	\$264.78
Electronics	LKBU-LPRNTWB-CWMU-US (LP W on B Alba Mac) Assistive Keyboard	\$122.04	1.0	\$122.04
Electronics	LKBU-LPRNTBW-CWMU-US (LP B on W Alba Mac) Assistive Keyboard	\$126.70	1.0	\$126.70

THIS IS AN ESTIMATE

Subtotal	\$70,296.10
Tax	\$0.00

Estimate Total	\$70,296.10
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For orders larger than \$3,000: Payment can be made via Wire transfer, cash, money order, or check. Payment via Paypal or Credit card is available with an additional 3% fee. A 50% down payment / deposit is typically required before we can place a special order for you. Returns are available within 30 days from when we receive your special order in-hand (the time it's ready to be picked up from us). (Up to a 5% restocking fee will be retained by Computers Plus

PLEASE NOTE: Estimates for Bluegrass Council of the Blind Computer System Upgrade Project are highlighted in blue and estimates for the Security System Upgrade are in yellow.

Price Quote # 19372

Zetta Code, LLC
 2220 Nicholasville Rd,
 Suite #110-324 Lexington, KY 40503
 Phone: 919-627-7464

MADE FOR
 Bluegrass Council Of The Blind
 1093 South Broadway
 Suite 1214
 Lexington, KY 40504

Estimate Date: 01/26/2021

[Tax exempt customer]

Cash, Credit Cards, and PayPal accepted!

DESCRIPTION	QTY	UNIT PRICE	SUBTOTAL	TAX
12 Bay - DS3622 - Synology NAS	1	3,514.74	3,514.74	0.00
8TB NAS - SATA HDD	12	219.74	2,636.87	0.00
8-Camera License Key - Synology	16	61.66	986.59	0.00
RAM DDR4-2666 ECC 16GB	1	369.17	369.17	0.00
M.2 NVMe SSD 800GB	1	307.64	307.64	0.00
4K PoE Outdoor Security Camera - Reolink	16	87.89	1,406.22	0.00
1500VA Smart UPS	1	439.49	439.49	0.00
Cat 6 Ethernet Cable - 50 feet	5	17.02	85.10	0.00
Cat 6 Ethernet Cable - 75 feet	9	18.67	168.01	0.00
Cat 6 Ethernet Cable CCA - 100 feet	5	21.96	109.82	0.00
4kV 16 Port Gigabit Network Unmanaged PoE+ Switch	1	149.42	149.42	0.00
Electric Door Strike Lock - Single Door Access Control Board System Kit	1	241.71	241.71	0.00
Ring Video Doorbell Pro 2	1	285.66	285.66	0.00
Sentinel Gamer PC - GeForce RTX 3080, Intel 16-Core i9-12900 Processor 32GB RAM, 512GB NVMe + 2TB HDD, AC WiFi, Windows 11	10	2,362.30	23,623.02	0.00
Jaws fusion professional	4	2,609.53	10,438.13	0.00
Gaming Laptop - 17.3-inch - Intel i7-12700H, RTX 3080 Ti 16GB GDDR6, 64GB RAM, 2TB Gen 4 + 2TB Gen 4 NVMe SSD, Win 11	5	3,624.78	18,123.88	0.00
27" 4K LG Monitor	3	241.71	725.14	0.00
32-inch IPS Asus Monitor	6	290.34	1,742.07	0.00
Samsung M70 43" 4K - LS43AM702UNXZA	5	439.49	2,196.93	0.00
Logitech C920x	10	75.99	759.90	0.00
Amazon Basics Computer Speakers for Desktop or Laptop PC USB-Powered, Black	10	21.96	219.64	0.00
TP-Link AX6600 Deco Tri-Band WiFi Router	1	494.43	494.43	0.00
Logitech G Pro Wireless Gaming Mouse	4	109.86	439.46	0.00
Logitech G502 Lightspeed Wireless Mouse	4	44.82	179.27	0.00
Bluetooth 5.0 Audio Receiver	1	32.95	32.95	0.00
ViewSonic PG707X 4000 Lumens XGA Networkable DLP Projector	1	1,098.74	1,098.74	0.00
LKBU-LPWB-A2PC-US	2	153.90	307.80	0.00
LKBU-LPRNTWB-AJPU-US	2	142.78	285.57	0.00
LKBU-LPRNTWB-BJPU-US	2	142.78	285.57	0.00
LKBU-LPRNTYB-AJPU-US	2	120.28	240.52	0.00
LKBU-LPRNTYB-BJPU-US	2	137.23	274.47	0.00
LKBU-LPRNTWB-CWMU-US	1	126.50	126.50	0.00
LKBU-LPRNTWB-CWMU-US	1	131.33	131.33	0.00
SUBTOTAL:			\$72,865.74	
TAX:			\$0.00	
Total:			\$72,865.74	

Payment required before items can be delivered
 30-day money back return policy minus 15% restocking fee



PLEASE NOTE: This estimate does not include keyboards or FUSION software. To add those items (see pages 2 and 3) to achieve the full project goals would add approximately \$10,163 to the total.

Checkout (112 Items)

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Theresa Thomas
Bluegrass Council of the Blind
1093 S Broadway
Ste 1230
Lexington, KY 40504-2677
United States
(859) 259-1834

2 DELIVERY

Expected Jun 17 - Jun 20 (39 Items)



Edit CONTINUE TO PAYMENT

Expected Jun 23 - Jun 27 (1 Item)



Expected Jun 23 - Jun 27 (4 Items)



Expected Jun 28 - Jul 29 (2 Items)



Expected Jun 23 - Jun 27 (1 Item)



Expected Jun 21 - Jun 23 (4 Items)



Expected Jun 21 - Jun 23 (5 Items)



Expected Jun 23 - Jun 27 (1 Item)



Expected Jun 23 - Jun 27 (16 Items)



Expected Jun 24 - Jun 28 (1 Item)



Expected Jun 23 - Jun 27 (1 Item)



Expected Jun 21 - Jun 23 (10 Items)



Expected Jun 23 - Jun 27 (6 Items)



Expected Jun 23 - Jun 27 (1 Item)



Expected Jun 23 - Jun 27 (6 Items)



Expected Jun 24 - Jun 28 (1 Item)



Expected Jun 23 - Jun 27 (2 Items)



Expected Jun 23 - Jul 18 (10 Items)



Expected Jun 29 - Aug 1 (1 Item)



Order Summary

Item(s):	\$84,211.34
Delivery:	\$48.82
Tax:	\$5,055.61

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QUOTE

LogicKeyboard
 677 E. Mingus Ave.
 Cottonwood, AZ 86326
 Michelle Malkin-331-202-7076

DATE: MAY 31, 2022

EXPIRATION DATE: DECEMBER 31, 2022

(C) Sam Seavey
 Bluegrass Council of the Blind
 1093 S. Broadway, Ste. 1214
 Lexington, KY 40504

SALESPERSON	QUOTE NUMBER	PAYMENT TERMS	DUE DATE	
Michelle Malkin	MRM	Credit Card or Other	Upon Shipping	

QTY	DESCRIPTION	LIST PRICE(EA)	NET COST(EA)	NET TOTAL
2	LKBU-LPWB-A2PC-US (LP White on Black PC Astra 2)	\$134.90	\$101.18	\$202.36
2	LKBU-LPRNTWB-AJPU-US (LP W on B PC Slimline)	\$124.90	\$93.68	\$187.36
2	LKBU-LPRNTBW-BJPU-US (LP B on W PC Nero Slimline)	\$124.90	\$93.68	\$187.36
2	LKBU-LPRNTYB-AJPU-US (LP Y on B PC Slimline)	\$124.90	\$93.68	\$187.36
2	LKBU-LPRNTBY-BJPU-US (LP B on Y Nero Slimline)	\$124.90	\$93.68	\$187.36
1	LKBU-LPRNTWB-CWMU-US (LP W on B Alba Mac)	\$124.90	\$93.68	\$93.68
1	LKBU-LPRNTBW-CWMU-US (LP B on W Alba Mac)	\$124.90	\$93.68	\$93.68
Delivery- Stock to 2 weeks upon receipt of order via UPS Ground				
			SUBTOTAL	\$1139.16
			ESTIMATED SHIPPING	\$63.55
			TOTAL	\$1202.71