

LEXINGTON

RFP-50-2022
New Life Day Center
Supplier Response

Event Information

Number: RFP-50-2022
Title: Litter Pickup Services with Panhandler Participation
Type: Request For Proposal
Issue Date: 9/8/2022
Deadline: 9/29/2022 02:00 PM (ET)
Notes: Please attach response in one pdf.

Contact Information

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

New Life Day Center Information

Address: 224 N. Martin Luther King Blvd.
Lexington, KY 40507
Phone: (859) 721-2325
Web Address: www.newlifedaycenter.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.

Tyler Alan Hurst
Signature

tyler@newlifedaycenter.org
Email

Submitted at 9/29/2022 01:54:05 PM (ET)

Response Attachments

notary2.pdf

Notary2

notary1.pdf

Notary1

501c3_Status_Documentation.pdf

501c3determination

generalprovisions.pdf

general provisions signed

firmsubmitting.pdf

Firm Submitting form

Workforce_Analysis_Form_Signed.pdf

Workforce analysis

signedaffirmativeaction.pdf

Affirmative Action Signed

Ammendment1Signature.pdf

Ammendment1 Signed

PanPopCount0928.pdf

September 2022 Active Panhandler Count

DETAILED REPORT.pdf

Detailed Report

LocationCleaning.jpg

Location Cleaning Report

Workdayreport.jpg

Work Day Report

Letter of Transmittal.pdf

Letter of Transmittal

Budget.pdf

Proposed budget

Non_Discrimination_Policy (2).pdf

Non-Discrimination Policy Adopted

Civilrightssigned.jpg

Civil Rights Doc Signed

Letter of Transmittal

- i. New Life Day Center Tyler Hurst Executive Director
- ii. 224 N Martin Luther King Blvd Lexington, KY 40507 859-721-2325
tyler@newlifedaycenter.org
- iii. Litter Pickup Services With Panhandler Services
- iv. New Life Day Center will operate the “End Panhandling Now” van program with the same overall effective procedures and operational staff that it has since program implementation in May 2017. We have successfully operated the van program, for the past 5 plus years, helping to reduce the number of panhandlers on the street by ~80% since all-time Lexington highs in panhandling in 2016-2017.

Applicant’s Qualification and Capacity

- i. New Life Day Center (NLDC) is a daytime homeless shelter and connecting point for central Kentucky homeless and low-income individuals. Opened in December of 2011, NLDC serves up to 150 homeless and low-income individuals per day in various capacities. With services ranging from emergency shelter, a full time on site medical clinic, and for the past five years operating the End Panhandling Now van, NLDC is conveniently located in downtown Lexington and fully immersed in the homeless world as a “go-to” for a vast majority of homeless in the city. Nearly 6,500 homeless or low-income individuals have registered in our database over the past decade. With a proven track record of ten years providing emergency shelter, a connecting point to vital services, and a multitude of community partnerships designed to aide homeless in their efforts of the streets, NLDC is in a unique position to continue operation of the “End Panhandling

Now” van program. We hope to not only provide a vital service to the community for a fairly small monetary investment, but to also guide homeless off the streets with “starter jobs” for those in the community who have fallen on hard times, been out of work for extended times, and generally need to regain confidence that they can in fact participate in the workforce.

- ii. See attached 501-C3 determination letter
- iii. New Life Day Center has been in operation since December 2011, registering nearly 6,500 clients in that time, and serving up-to 150 homeless and low-income individuals per day. Over time, the service offerings at NLDC have grown from offering daytime emergency shelter, breakfast, and locker storage, to now also include the “End Panhandling Now” van program, full time medical clinic, partnership with community organizations that bring their services on site, and a Rental Deposit program that helps to house those with income. A client who fully takes advantage of our service offerings can be assisted in overcoming nearly all the obstacles and road blocks along the road to find full time employment and housing. Clients routinely have access to video conferencing with the Social Security office staff, programs that assist in acquiring their government ID’s, free medical care, VA case workers, health insurance providers, drug and alcohol treatment options, mental health providers, day labor on the panhandling van, and rental assistance programs.
- iv.
- v.

vi. Program 1

- A. Rental Deposit Assistance (RDA) provides free rental assistance to applicants who have verifiable income and are verifiably homeless. This helps to remove the financial barrier of the deposit owed at move-in and often first month's rent.
- B. To date RDA has successfully house 452 homeless men, women, and children with a retention rate of 75% staying housed the first year.
- C. RDA is available first come first serve, with appointments available during operating hours Mon-Fri 8:30am-2:pm
- D. The program is operated entirely through donations and averages \$20,000 per year with no overhead cost as it is operated by volunteers. The average dollars spent per individual housed is \$237.
- E. Tyler Hurst 859-707-6082 Phillip Miller 859-983-8838

Program 2

- A. Bluegrass Medical Clinic provides 5 day per week on-site medical care to homeless and low-income individuals. Insurance is not a requirement but is accepted. Mental health care, addiction care, and general health care are all provided on-site.
- B. The health clinic has been on-site since 2016, but is now in operation 5 days per week with up to 12 patients visiting daily. Patients come from our own assembly area, the surrounding neighborhoods, and other homeless providers such as the Hope Center.

- C. The clinic operates 5 days per week Mon-Fri, and will see anyone regardless of the insurance coverage. Homeless who visit our shelter have easy access as the clinic is located downstairs in our facility, and other community members can easily access the clinic with our convenient downtown location and ample parking.
- D. The health clinic is their own non-profit (Bluegrass Community Health) and NLDC incurs no cost from their operations.
- E. Dr Alan Wrightson CEO (859) 259-2635

Program 3

End Panhandling Now Van

- A. The End Panhandling Now program was implemented in spring of 2017 through a partnership between NLDC and the city of Lexington. Throughout years of operation and community awareness of the dangers of panhandling, the city of Lexington has seen an 85% decrease in the number of panhandlers on the streets from highs in 2016 and 2017. Our latest panhandler account was recently conducted and showed a total of 18 active panhandlers (on a day when the van wasn't operating) compared to the 120 plus counted prior to program implementation. (See attached count)
- B. The program has 3 key deliverables that are a win for all involved. First the number of homeless panhandling at any given time have been reduced since pre program counts by nearly 85%. Secondly the homeless who often work

the van are not on our city streets endangering themselves and drivers, but rather are earning the money they are working for and gaining confidence to re-enter the workforce. Last, up to 120 bags of trash is removed from the streets each time the van runs. Our workers work hard, and take pride in providing a service that benefits everyone in the community.

- C. The program currently operates ever Monday, Tuesday, and Thursday weather permitting.
- D. The program operates on a \$150,000 annual budget
- E. Tyler Hurst (859)-707-6082 Brenda Gilbert (859) 619-4196

V. New Life Day Center Currently operates the End Panhandling Now van for the city of Lexington. Should this relationship continue, operations will continue with the same efficient and effective deliverables seen over the past 5 years.

Vi. Project lead: Tyler Hurst Executive Director New Life Day Center

Tyler has been the Executive Director of New Life Day Center since December of 2015, and has successfully overseen the continuance of established programs and implementation of new programs over this time. He is in charge of day-to-day operations at the Day Center.

Project Manager: Brenda Gilbert

Oversees the financial and statistical record keeping for the panhandling van program. Brenda has been in this role since the program began in 2017.

Project driver/supervisor: Jarrod Jones

Jarrold is the on-site supervisor and van driver for the End Panhandling Now program. He supervises the workers while on duty, ensures the safety of all workers, communicates issues with his management, and facilitates breakfast and lunch for the workers.

Viii. The panhandling van now operates 3 days per week, almost always at capacity with 10 total workers.

C. Program Approach/Methodology

i. New Life Day Center has been operating the End Panhandling Now van program since spring of 2017. No New procedures would be necessary to startup the program. We would simply continue with current operating procedures.

ii. Our procedure for tracking, locating, and offering work to panhandlers is as follows:
To locate panhandlers we drive to one of 22 pre-determined locations, the city and the Lexington police have identified as active panhandler sites. Our van driver leaves at 8:30am, and drives to these locations until he has filled his van with 10 participants. If a panhandler is located, the driver stops the van, asks the panhandler if they would like to work for the day on the van and then moves on to the next stop. If the panhandler completes the full day of work, they are brought back to the New Life Day Center and paid for their labor. The program rotates routes for pickup as to avoid picking up the same workers and to try and get new workers into the program.

iii. In order to maximize participation, the van driver will drive to all 22 locations identified by local authorities as the highest panhandler occurrences. It is extremely rare for the van not to be filled to capacity. To increase productivity, workers are offered an incentive for picking up the most trash. Those who pick up the most trash win an extra \$10 – second most trash is \$8 – and third most trash \$6. This leads to an increase in productivity as the workers always try and place in one of the top 3 places. Workers are also supervised closely by the van driver, and those workers who do not meet expectations are given fair warning, but if the work not improved these workers are not asked to work again in the program.

iv. One of the main duties of the van driver is to provide direct supervision to his workers. Workers are given instructions of where to walk and pick up trash for the day, and the driver spends his time driving that route and ensuring workers are working. A “permanent” van worker is also on the van daily and their job is to assist the driver in ensuring that the workers are working. He has a permanent spot as a worker, but has extra duties to ensure that the work day is smooth and that workers are performing at the desired level.

v. Panhandlers are given a safety brief every morning before work begins. These safety instructions include what to avoid picking up, where to avoid walking, to always wear their safety vests so they are visible to drivers, how to interact with members of the public they may come into contact with, and their overall expectations for the work day. Workers are given gloves so avoid skin contact with any hazardous material and a grabber to more easily pick up items. If a syringe is found the van always has a “sharps” container on board and workers are instructed to inform the

site supervisor so he can properly handle the item. If in the opinion of the driver a panhandler is intoxicated, they are not asked to work on the van that day or declined an opportunity to work. If a worker becomes intoxicated on the job, their work day is terminated and they may receive up to one half day pay depending on the time of the infraction. It is the responsibility of the van driver to determine if a worker or potential worker is intoxicated. Our current driver has 10 years' experience as a Lexington police officer and has now operated the van since it began in 2017.

- ✓vi. The program manager is responsible for all record keeping and reporting for the program. Information can be provided from the start of the program in 2017 as records are meticulously kept. These records include: days of operation, number of participants, unduplicated participants, number of bags collected, number of miles cleaned, demographics for each worker, and more. An example of our daily log sheet was submitted for reference. An expense report will be sent monthly to LFUCG detailing expenses and program outcomes as necessary.
- ✓vii. Panhandle workers will have the same access as our clients do to the myriad of services that are offered daily at New Life Day Center. A panhandler who works on the van could even become eligible for housing assistance.
- ✓viii. Marketing is done internally to inform the homeless clients that this program exists. Also on our social media pages and website there is information on the panhandling van and how it operates.

D. Financial Plan

See attached Financial Plan

E Outcomes and Performance Measures

- i. See attached outcome sheets
- ii. We will track and continue to track the following data outcomes (monthly target)
Target days of operation (12), target number of participants (60), target number of unduplicated participants (40), target number of workers placed in permanent housing (2), target number of miles cleaned (90), target number of trash bags collected (150), target number money paid to workers (\$3,240), target acceptance rate to work (90%).
- iii. New Life Day Center will continue to do random spot checks of the number of active panhandlers on the streets. Our last check was conducted on September 28th and found that across the city 18 panhandlers were active. This is a significantly lower number compared to pre-program counts that exceeded 120 active panhandlers on multiple occasions. The spot checks are checked at the 22 most active sites according to city officials, and give an accurate picture of the state of panhandling as these sites are spread out across the city of Lexington.

F New Life Day Center will not operate the End Panhandling Now van beyond the scope of work stated in the signed contract. The End Panhandling Now van, and its participants, will not be used in a manner that financially or otherwise benefits the New Life Day Center, its staff or volunteers, or the Board of Directors.

G Attachments are included of forms kept to keep financial records and program records.

Cost Item	Cost Description	LFUCG Reimbursement
Driver/Supervisor	\$18 per hour - 120 hours/month	25,920
Panhandler Workers	\$9 per hour for 10 participants 3 times per week	\$73,000
Vehicle Fuel	1 tank per 4 trips \$80 per tank	\$3,120
Food	\$10 per worker per shift	\$13,728
Trailer	Purchased	No Program Cost
Work Supplies - Bags, gloves, pickers	Supplied by LFUCG	No Program Cost
Admin Cost	\$17 per hour - 80 hours/month	\$16,320
Payroll Costs	Average \$220 per month	\$2,640
Admin Supplies - Envelopes, tax forms	Annual \$540	\$540
Total Program Cost		\$135,268
Total Budget		\$150,000
		\$14,732

Note* These numbers assume 3 runs per week for 52 weeks annual for a total of 156 runs

DETAILED REPORT

#REP 139

DATE: June 20, 2022

FROM: New Life Day Center
224 N. Martin Luther King Blvd.
Lexington, Kentucky 40507

TO: LFUCG, Division of Environmental Services
200 E. Main Street, 9th Floor
Jennifer Carey -
Director

PERIOD: June 11, 2022 -June 17, 2022
Monday, June 13, 2022 - 10 Workers
Industry Rd (Whole Length) - 70 Bags
Exec. Off. Park (All Roadways)

Tuesday - Friday (June 14-June
17)
No Run Heat & Rain Issues

RE: Litter Pickups with Panhandler Participation; Contract 237-2018

DETAILS:

Workers:	1 Run	
		\$
9 Workers X (5 hours @ \$9.00)		405.00
		\$
1 Worker X (7 hours @ \$9.00)		63.00
		\$
Lunches for Workers:		73.15
Jarrold Jones		
		\$
1 Run X (9 hours @ \$17.00)		153.00
Brenda Gilbert		
		\$
1 Run X (7 hours @ \$17.00)		119.00
Receipts:		
None		

Prepared by:

Brenda Gilbert
Project Manager
Cell: 859-619-4196
brendagilbert@twc.com

TOTAL AMOUNT DUE THIS REPORT:

Balance Of Advances:

PURCHASE ORDER: LF00162365

\$ 813.15
\$ 40,863.94

Location Cleaning

Panhandler 2022

Run #	Date	Bags	Locations	Miles
Run #65	7/12/2022	100	Versailles Rd(New Circle-O. Lewis)	10
			Oxford Circle (Whole Road)	
			Mason Headley(Next to Cardinal Hill)	
Run #66	7/14/2022	70	Old Frankfort(New Circle-O. Lewis)	10
			Oliver Lewis Bridge	
			Leestown (New Circle-Oliver Lewis)	
			Red Mile/Forbes(S. Broadway-Leestown)	
Run #67	7/19/2022	70	Industry Rd (Whole Length)	10
			Exec. Off. Park (All Roads)	
			John Madden Park	
Run #68	7/25/2022	80	Richmond Rd (Holiday Dr-	10
			Jacobson Park)	
Run #69	8/2/2022	70	Lee St. & All Adjacent Streets &	8
			Alleys	
Run #70	8/4/2022	90	Old Frankfort(New Circle-Thompson)	10
			Leestown(New Circle-Oliver Lewis)	
			Red Mile/Forbes(Whole Length)	
			Entry/Exit -LFUCG Waste Mgmt.	
			Facilities	
Run #71	8/8/2022	75	Industry Rd (Whole Length)	10
			Exec. Off. Park (All Roads)	
			John Madden Park	
Run #72	8/9/2022	90	Richmond Rd(Chinoe-I75)	10
Run #73	8/11/2022	70	Old Frankfort(New Circle-Thompson)	10
			Leestown(New Circle-Oliver Lewis)	
			Red Mile/Forbes(Whole Length)	
Run #74	8/16/2022	80	Old Camp in Beaumont	10
			Tates Creek@Alumni Intersection	
			Alumni Dr(Whole Length)	
Run #75	8/18/2022	80	Versailles Rd(NC-O Lewis)	10
			Oxford Circle (Whole Road)	
			Mason Headley(Just Beginning)	
Run #76	8/19/2022	90	Old Frankfort(New Circle-Thompson)	10
			Leestown(New Circle-Oliver Lewis)	
			Red Mile/Forbes(Whole Length)	
Run #77	8/22/2022	70	Industry Rd (Whole Length)	10
			Exec. Off. Park (All Roads)	
Run #78	8/23/2022	100	Richmond Rd (Holiday-I75)	10
Run #79	8/25/2022	60	Old Frankfort(New Circle-Thompson)	10
			Leestown(New Circle-Oliver Lewis)	
			Red Mile/Forbes(Whole Length)	
			Oliver Lewis Bridge	
Run #80	8/29/2022	70	Yellowstone Pkwy. (Whole)	10
			Pimlico Pkw. (Whole)	
			Mt. Tabor (Whole)	

1. Panhandler Population Count 02/16/22

Nicholasville/Man-o-war	1
Main/MLK	0
Main/Elm Tree	1
Richmond/New Circle	0
Athens/I75	0
Limestone/High	0
Maxwell/Limestone	2
S.Broadway/Maxwell	3
N.Broadway/I75	0
Georgetown/NC	2
Leestown/Taylor	0
Leestown/Boiling Springs	0
Newtown/Main	2
Winchester/I75	0
Boardwalk/NC	3
Man-o-war/Pleasant Ridge	0
Sir Barton/Greylag	0
Winchester/Elkhorn	1
Palumbo/New Circle	0
Liberty/New Circle	0
Winchester/New Circle	1

Midland/3 rd /Winchester	1
Nicholasville/Chick-fil-a	0
Nicholasville/New Circle	1
Total	18

#93

Date Tuesday - Sept. 27, 2022

Workers 10

- X Eads, Robert 5/20/75
- X Fields, Charles 2/25/60
- X Gove, Nelson 2/8/75
- X Harris, Josh 2/1/84
- X McMullin, Robyn 9/1/87
- X Prather, Paul 12/2/64
- X Preston, Laura 8/1/61
- X Smedly, Jerry 12/29/69
- X Tudor, Haley 2/25/92
- X Walker, Damon 11/26/70



Workers 10
 Amount 468.00
 Ages 30 -> 62

A 9 B 1
 M 7 F 3
 Vet 0 Hisp 0

Rewards
 1st \$10 Robert Eads
 2nd \$8 Laura Preston
 3rd \$6 Paul Prather
 \$24

Location Versailles Rd (NC - O. Lewis)
Oxford Circle (Whole)
Mason Headley (beginning of Road)

Lunch \$120 = 100
 Return 0.99
20.00
20.99

Bags 80
 Miles 10

Receipts
9/27 - J. Jones - Reimburse
Uber Fee (9/15) * 16.92

Lunch Amount 79.01

New Life Day Center
224 N. MLK Blvd Lexington, KY 40507
(859) 224-2325



Non-Discrimination Statement & Policy

New Life Day Center does not and shall not discriminate on the basis of race, color, religion (creed), gender, gender expression, age, national origin (ancestry), disability, marital status, sexual orientation, or military status, in any of its activities or operations. These activities include, but are not limited to, hiring and firing of staff, selection of volunteers and vendors, and provision of services. We are committed to providing an inclusive and welcoming environment for all members of our staff, clients, volunteers, subcontractors, vendors, and clients.

New Life Day Center is an equal opportunity employer. We will not discriminate and will take affirmative action measures to ensure against discrimination in employment, recruitment, advertisements for employment, compensation, termination, upgrading, promotions, and other conditions of employment against any employee or job applicant on the bases of race, color, gender, national origin, age, religion, creed, disability, veteran's status, sexual orientation, gender identity or gender expression.

Adopted by the Board of Directors on 12/5/2011

conformity with 2 CFR 200.322 and/or section 70914 of Public Law No. 117-58, §§ 70901-52, also known as the Infrastructure Investment and Jobs Act, whichever is applicable.

18. The contractor agrees and certifies that all activities performed pursuant to any Agreement entered as a result of the 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.

19. If this bid involves construction work for a project totaling \$10 million or more, then the contractor further agrees that all laborers and mechanics, etc., employed in the construction of the public facility project assisted with funds provided under this Agreement, whether employed by contractor, or contractor's contractors, or subcontractors, shall be paid wages complying with the Davis-Bacon Act (40 U.S.C. 3141-3144). Contractor agrees that all of contractor's contractors and subcontractors will pay laborers and mechanics the prevailing wage as determined by the Secretary of Labor and that said laborers and mechanics will be paid not less than once a week. The contractor agrees to comply with the Copeland Anti- Kick Back Act (18 U.S.C. § 874) and its implementing regulations of the U.S. Department of Labor at 29 CFR part 3 and part 5. The contractor further agrees to comply with the applicable provisions of the Contract Work Hours and Safety Standards Act (40 U.S.C. Section 327-333), and the applicable provisions of the Fair Labor Standards Act of 1938, as amended (29 U.S.C. et seq.). Contractor further agrees that it will report all suspected or reported violations of any of the laws identified in this paragraph to LFUCG.



Signature

9/28/2022

Date

AFFIDAVIT

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

1. His/her name is TYLER HURST and he/she is the individual submitting the proposal or is the authorized representative of NEW LIFE DAY CENTER, 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 Tyler Hunt on this the 27th day

of September, 2021.

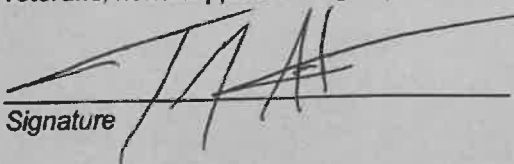
My Commission expires: 11-7-2024



[Handwritten signature]
NOTARY PUBLIC, STATE AT LARGE

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

4/28/2022
Name of Business

WORKFORCE ANALYSIS FORM

Name of Organization: New Life Day Center, Inc.

Categories	Total	White (Not Hispanic or Latino)		Hispanic or Latino		Black or African-American (Not Hispanic or Latino)		Native Hawaiian and Other Pacific Islander (Not Hispanic or Latino)		Asian (Not Hispanic or Latino)		American Indian or Alaskan Native (not Hispanic or Latino)		Two or more races (Not Hispanic or Latino)		Total	
		M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
Administrators	1	1															1
Professionals																	
Superintendents																	
Supervisors	1	1															1
Foremen																	
Technicians																	
Protective Service	1	1															1
Para-Professionals																	
Office/Clerical	1		1														1
Skilled Craft																	
Service/Maintenance																	
Total:	4	3	1														3 1

Prepared by: 
 (Tyler Hurst, Executive Director)

Date: 6/18/2022
 Revised 2015-Dec-15

Firm Submitting Proposal: NEW LIFE DAY CENTER

Complete Address: 2241 N. ALK BLVD LEXINGTON KY 40507
Street City Zip

Contact Name: TYLER HUNT Title: EXECUTIVE DIRECTOR

Telephone Number: 859-721-2325 Fax Number: 859-721-2325

Email address: TYLER@NEWLIFEDAYCENTER.ORG

be signed by a duly authorized officer, agent or employee of the Respondent.

16. **Governing Law:** This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. In the event of any proceedings regarding this Contract, the Parties agree that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division. All parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to this Contract or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.
17. **Ability to Meet Obligations:** Respondent affirmatively states that there are no actions, suits or proceedings of any kind pending against Respondent or, to the knowledge of the Respondent, threatened against the Respondent before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of Respondent to perform its obligations under this Contract, or which question the legality, validity or enforceability hereof or thereof.
18. Contractor understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for any purpose whatsoever. Contractor is an independent contractor at all times during the performance of the services specified.
19. If any term or provision of this Contract shall be found to be illegal or unenforceable, the remainder of the contract shall remain in full force and such term or provision shall be deemed stricken.
20. Contractor [or Vendor or Vendor's Employees] will not appropriate or make use of the Lexington-Fayette Urban County Government (LFUCG) name or any of its trade or service marks or property (including but not limited to any logo or seal), in any promotion, endorsement, advertisement, testimonial or similar use without the prior written consent of the government. If such consent is granted LFUCG reserves the unilateral right, in its sole discretion, to immediately terminate and revoke such use for any reason whatsoever. Contractor agrees that it shall cease and desist from any unauthorized use immediately upon being notified by LFUCG.


Signature

4/28/2022
Date



CINCINNATI OH 45999-0038

In reply refer to: 0248221235
Oct. 14, 2014 LTR 4168C 0
30-0749401 000000 00
00017220
BODC: TE

NEW LIFE DAY CENTER INC
% STEVE POLSTON
224 N MARTIN LUTHER KING BLVD
LEXINGTON KY 40507

Employer Identification Number: 30-0749401
Person to Contact: Ms. Howard
Toll Free Telephone Number: 1-877-829-5500

Dear Taxpayer:

This is in response to your Oct. 02, 2014, request for information regarding your tax-exempt status.

Our records indicate that you were recognized as exempt under section 501(c)(3) of the Internal Revenue Code in a determination letter issued in February 2012.

Our records also indicate that you are not a private foundation within the meaning of section 509(a) of the Code because you are described in section(s) 509(a)(1) and 170(b)(1)(A)(vi).

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

Please refer to our website www.irs.gov/eo for information regarding filing requirements. Specifically, section 6033(j) of the Code provides that failure to file an annual information return for three consecutive years results in revocation of tax-exempt status as of the filing due date of the third return for organizations required to file. We will publish a list of organizations whose tax-exempt status was revoked under section 6033(j) of the Code on our website beginning in early 2011.

0248221235
Oct. 14, 2014 LTR 4168C 0
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00017221

NEW LIFE DAY CENTER INC
% STEVE POLSTON
224 N MARTIN LUTHER KING BLVD
LEXINGTON KY 40507

if you have any questions, please call us at the telephone number
shown in the heading of this letter.

Sincerely yours,



Susan M. O'Neill, Department Mgr.
Accounts Management Operations

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY
**Confirmed
tax exempt
status 10/2/14* 9**

Date: **10/2/14**

NEW LIFE DAY CENTER INC
C/O STEVE POLSTON
224 NORTH MARTIN LUTHER KING BLVD
LEXINGTON, KY 40507

Employer Identification Number:
30-0749401
DLN:
17053333309002
Contact Person:
ZENIA LUK ID# 31522
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
December 31
Public Charity Status:
170(b)(1)(A)(vi)
Form 990 Required:
Yes
Effective Date of Exemption:
November 5, 2012
Contribution Deductibility:
Yes
Addendum Applies:
No

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. We determined that you are a public charity under the Code section(s) listed in the heading of this letter.

Please see enclosed Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, for some helpful information about your responsibilities as an exempt organization.

-2-

NEW LIFE DAY CENTER INC

Sincerely,

*** April Howard
ID 1000 196 084**

Holly O. Paz
Director, Exempt Organizations
Rulings and Agreements