COVER SHEET

A. ***Organization/lead applicant's name:*** GreenHouse17 Inc

B. ***Organization/lead applicant's address:*** PO Box 55190, Lexington, KY 40555-5190 (Mailing); 4400 Briar Hill Road, Lexington, KY 40516 (Street)

C. ***Authorized representative's name:*** Darlene Thomas, Executive Director

D. ***Authorized representative's email address and phone number:*** dthomas@greenhouse17.org 859-519-1903

E. Title of the proposed project: *Farm Stipend Project for Domestic Violence Victims*

F. A brief summary of the proposed project (250 words or less):

Strategies to end homelessness published by the Lexington-Fayette Office of Homelessness and Continuum of Care identify improved access to affordable housing and living-wage employment opportunities as critical needs. These gaps are amplified for homeless domestic violence victims. Beyond the very real risks for escalated violence while attempting to flee abuse, victims face complex barriers to healing and stability. Poverty is the most pervasive challenge.

The proposed project responds by providing homeless adult victims with the opportunity to participate in an innovative and trauma-informed farm stipend project from the safety of the 40-acre property that surrounds the GreenHouse17 emergency shelter in rural Fayette County. Requested project funds will also support a new stipend match incentive to eliminate or reduce barriers to economic stability that have been self-identified by victims.

Farm stipend project participants will have access to concurrent supportive services that include daily meals, basic needs supplies, transportation assistance, language advocacy, court advocacy, support groups, credit repair, benefits application assistance, housing advocacy, and other services provided by the organization. A robust network of community partners will avoid duplication of services and provide coordinated community care.

Collectively, these experiences will increase earned income, foster work readiness, and encourage economic empowerment while victims establish safer, more stable lives after escaping abuse.

PROJECT NARRATIVE

5.1 ORGANZIATIONAL CAPACITY

Per Kentucky statute, GreenHouse17 is the primary provider of services for domestic violence victims in Lexington-Fayette. The organization was founded in 2004 with the support of United Way and ZeroV, Kentucky's coalition of domestic violence programs. Delivery of crisis intervention and advocacy services began immediately, with nonprofit status conferred on February 14, 2005. Emergency shelter operation was relocated to a larger facility situated on a beautiful 40-acre property in rural Fayette County later that same year. With input and guidance from the community, the organization began farming a portion of this land to provide nature-based healing opportunities for victims and their children. Today, GreenHouse17 provides an array of trauma-informed services to nurture lives harmed. Examples include the following:

- 24-hour crisis hotline
- 42-bed emergency shelter
- Safety planning
- Medical advocacy
- Transportation assistance
- Court advocacy and no-fee legal representation
- One-on-one counseling
- Support groups
- Children's services and advocacy
- Safe exchange and visitation

Each year, approximately 250 homeless adult victims of domestic violence and their dependents reside at the emergency shelter while fleeing or attempting to flee domestic violence. Although risks to the physical safety must be the primary concern when victims and their children flee domestic violence, GreenHouse17 actively participates in coordinated entry and adheres to housing first principles that honor individual strengths, choice, and determination. Victims are not required to meet measures of "housing readiness" to access services provided by the organization. The average emergency shelter stay is 50 nights, with nearly half of victims and their children exiting emergency shelter to permanent housing solutions.

Lexington Housing Authority reserves 24 permanent vouchers for domestic violence victims who reside in ZeroV Homes, a scattered-site housing development specifically for use by domestic violence victims. Twelve of these units are located on the backside of the GreenHouse17 emergency shelter property in rural Fayette County, with the other 12 units located across two existing apartment complexes in downtown Lexington near public transportation. For the past nine years, additional housing services have been supported with funding from the Transitional Housing Program for Domestic Violence Victims, a federal grant program operated by the US Department of Justice Office of Violence Against Women. For several years, funds from the HUD COC Domestic Violence Bonus Initiative (DVBI) have supported rapid rehousing options for victims served by the organization. Recently secured additional DVBI funding will support an effort to improve community-coordinated access to housing services for domestic violence victims, slated for launch in November 2025.

Emergency shelter, housing advocacy, and concomitant support services are provided by Certified Domestic Violence Advocates who have completed a 40-hour training curriculum facilitated by ZeroV, the state coalition of domestic violence programs. Advocates are required to complete at least 12 hours of continuing education each year to maintain the credential for the duration of employment with GreenHouse17. Christina Lane, Farm Manager and Advocate, will be specifically responsible for implementation of the proposed farm stipend project. Ms. Lane brings more than 20 years of domestic violence advocacy experience to her role, including seven years managing the organization's trauma-informed farm program. She will be supervised by Diane Fleet, Associate Director, a longtime victim advocate with nearly 25 years of experience operating emergency shelter and housing advocacy programs for domestic violence victims. See attached job descriptions. Per victim confidentiality regulations set forth in the Violence Against Women Act (VAWA), the organization maintains an HMIS-equivalent database to meet requirements of participation in the Kentucky Homeless Management Information System (KYHMIS).

5.2 PROJECT DESIGN

Evidence for Need

Strategies to end homelessness published by the Lexington-Fayette Office of Homelessness and Continuum of Care identify the lack of affordable housing and living-wage employment opportunities as critical needs in the community. These gaps are amplified for homeless domestic violence victims.

Public records maintained by the Kentucky Administration of Courts indicate victims in Fayette County filed 1,905 petitions for domestic violence or interpersonal protection during the fiscal year ending June 30, 2024. During this same period, GreenHouse17 provided emergency shelter for 226 adults and children who were homeless while fleeing or attempting to flee domestic violence. Beyond the very real risks for escalated violence while attempting to flee abuse, victims face complex barriers to healing and stability after escaping abuse. Poverty is the most pervasive challenge.

Last year, more than 90% of adult victims reported household income below the federal poverty level upon shelter intake, with 65% reporting zero income. Only 18% of adults earned income from employment upon shelter entry. Getting and keeping a job while suffering domestic abuse is fraught with difficulties. Research conducted by the Institute for Women's Policy with funding from the Department of Justice, Office of Violence Against Women, provides evidence:

- 70% of domestic violence victims report their abuser did not allow them to be employed, one of the most prevalent tactics to isolate victims and exert control;

- 83% of domestic violence victims who were allowed to work reported the abuser disrupted their ability to work; and
- 53% of domestic violence victims reported loss of employment as a direct result of the physical, emotional, and economic abuse.

Further complicating economic stability, the National Network to End Domestic Violence reports that 99% of domestic violence victims also suffer financial abuse:

- Tactics include stealing paychecks and benefits, damaging property, forging credit and loan applications without the consent, and prohibiting access to banking records.
- Refusing or evading payment of child support and manipulating the divorce process by hiding or not disclosing assets are common.
- The Centers for Disease Control and Prevention estimates the average cost of economic abuse exceeds $100,000 during a victim's lifetime.

These experiences leave too many victims with sporadic work histories that limit job opportunities for months and sometimes years. If victims are able to secure employment after escaping abuse, a lack of reliable transportation to creates barriers to job stability:

- The 2022 Statewide Needs Assessment conducted by ZeroV reports 35% of Kentucky victims identify transportation as an immediate need.
- Know Your Driving Costs, a project of AAA, estimates the cost to own and operate a personal vehicle in Kentucky is among the highest in the nation.
- Public bussing is an affordable transportation option, but infrequent weekend schedules and the lack of overnight routes compromise work commutes for many victims.

Proposed Project

The beautiful 40-acre property that surrounds the GreenHouse17 emergency shelter offers solutions. The organization farms a portion of this land in collaboration with victims living in shelter. Integration of GreenHouse17 farm-based programming with traditional advocacy services for domestic violence victims is informed by healing outcomes of therapeutic hospital gardens and examinations of "social farming" to promote healing and inclusion in rural areas. These broad goals guide the program:

- To provide nature-based opportunities for victims to find peace and healing after surviving physical, emotional, and economic abuse;
- To grow nutritious vegetables, greens, and herbs for preparation of healthy meals in emergency shelter to encourage wellness while healing from abuse;
- To grow beautiful flowers and make quality handmade products for sale to the public to raise awareness and support for the program;
- To empower victims to re-imagine the possibility of economic stability after escaping domestic violence.

Every adult and child living at the shelter benefits from the farm through nutritious meals, interaction with nature, enjoying peaceful sunsets, etc. Adult victims who express interest in nature-based experiences may choose, but are never required, to directly contribute to farm operations by participating in the six-week farm stipend project.

Farm Stipend Project Participation

Approximately 30 sheltered adults will choose to participate in the farm stipend project each year. Shelter advocates introduce the option for participation after acute crisis and safety issues have been addressed, typically within two weeks of shelter intake. Victims who express interest meet with farm advocates to learn more. A personalized farm stipend participation plan is developed in response to the unique stability goals of each participant. Common objectives include reporting on time per the agreed schedule; professional collaboration with farm advocates and other project participants; and problem-solving to accomplish tasks efficiently and effectively.

Specific project activities are determined by the seasonality of the farm and each participant's unique interests and capabilities:

- Spring activities help prepare for the farm's growing season with focus on soil readiness and seeding of vegetables and flowers;
- Summer activities ensure a bountiful harvest and often include weeding, watering, and pest mitigation;
- Autumn activities include late-season harvest an cover cropping to stabilize soil, reduce erosion, and suppress cool-season weeds; and
- Winter focus turns to the production of handmade products from the farm featuring dried flowers and herbs harvested during the warmer months.

If the physical demands of farm activities are not possible for victims, especially those who are healing from physical injuries caused by the abuse, options for alternate stipend activities can be made available. Examples include processing/preserving vegetables harvested from the farm and assisting with shipping fulfillment of handmade product orders.

Earned Stipends & New Match Incentive

Participants earn a $15 hourly stipend for contributing up to 10 hours of project activities each week, including one weekly hour reserved for reflection on the experience. These reflections typically take the form of written accounts or photography on the farm. Earned stipends are distributed to participants upon the close of each week's schedule. Records of service during the past years of implementation indicate 40% of participants complete the full six weeks of project participation. Reasons for partial project completion vary but most often relate to setbacks to physical and emotional well-being; earlier than expected exit from shelter; and obtaining other work opportunities.

To encourage more participants to fully complete the six-week project, this proposal introduces an earned stipend match of up to $900. This incentive is anticipated to increase the six-week completion rate to 60% of participants. Earned stipends are unrestricted and distributed weekly; however, the value of the matched stipend will be provided upon completion of the six-week project and must be applied toward the reduction of one or more of the participant's self-identified barriers to stability. GreenHouse17 will facilitate direct payment to associated vendors on behalf of participants to ensure compliance with this requirement. Examples include but are not limited to the following:

- Maintenance or repair of vehicles to provide reliable transportation to and from work;
- Purchase of uniforms and shoes required for a newly secured job;
- Payment toward past utility or other rental fees in arrears;
- Purchase of furnishings and household goods upon transition to permanent housing;
- Medical expenses to improve physical and psychological well-being;
- Paying off loan or credit card debt to eliminate exorbitant interest and late fees; and/or
- Establishing a savings account with the funds to be prepared for emergency need in the future.

Network of Support

For the duration of farm stipend project participation, victims will continue to benefit from traditional supportive services provided by GreenHouse17, including but not limited to daily meals, basic needs, transportation assistance, language advocacy, court advocacy, support groups, credit repair, benefit application assistance, and housing advocacy and rental assistance. Additionally, project participants may request referrals for priority access to high-demand job opportunities through a partnership with The Kentucky Career Center and other career development assistance provided through partnership with Jubilee Jobs. Farm advocates will also serve as a positive work reference for project participants seeking new employment opportunities.

GreenHouse17 also maintains a robust network of community partners to avoid duplication of services and provide coordinated community care that responds to the individualized needs of victims and their children. Examples include God's Pantry, Goodwill, and Habitat ReStore for improved access to food, clothing, furniture, and other basic needs; Lexington Humane Society, Lexington-Fayette Animal Control, and regional veterinarians for the safety and well-being of family pets; healthcare services from The Lexington Clinic, University of Kentucky Clinic, and other providers; no-cost preventative and reconstructive services provided by the University of Kentucky College of Dentistry; residential and/or out-patient care victims with co-occurring mental health and/or substance use is provided by Bluegrass.org and The Hope Center; parenting or expecting victims with substance abuse are supported by Chrysalis House residential services; and sliding-scale child care for low-income parenting victims is often provided by Community Action Council and The Nest.

Timeline

The proposed stipend project has been regularly facilitated for ten years, albeit with differing capacity per funds available to support the effort. The proposed activities will be operational upon the May 1, 2025 start date and continue during the 12-month term. The following timeline considers the seasonality of farming and could shift based on changing weather conditions in the region:

Activity	**J**	**F**	**M**	**A**	**M**	**J**	**J**	**A**	**S**	**O**	**N**	**D**
Crop planning	Frequent	Moderate	Some								Some	Some
Facilitate stipend activities	Some	Moderate	Frequent	Frequent	Frequent	Frequent	Frequent	Frequent	Frequent	Frequent	Moderate	Some
Soil health & maintenance		Some	Moderate	Frequent								
Seeding annual flowers		Some	Moderate	Frequent								
Planting and tending			Some	Moderate	Frequent							
Watering & weeding				Some	Moderate	Frequent	Frequent	Frequent	Frequent			
Pest mitigation				Some	Moderate	Frequent	Frequent	Frequent	Frequent			
Harvesting					Some	Moderate	Frequent	Frequent	Moderate	Some		
Flower CSA fulfillment						Frequent	Frequent					
Prep & hosting U-Pick Days							Moderate	Frequent	Frequent			
Cover cropping & overwintering	Moderate	Some								Some	Moderate	Moderate
Handmade product manufacture	Moderate	Moderate	Some	Some	Moderate	Moderate	Frequent	Frequent	Frequent	Frequent	Some	Some
Fulfilling handmade product orders	Some	Some	Some	Moderate	Moderate	Moderate	Moderate	Moderate	Moderate	Moderate	Frequent	Frequent
Data collection and reporting	Some	Some	Some	Frequent	Frequent	Frequent	Frequent	Frequent	Frequent	Frequent	Moderate	Moderate
Stipend project evaluation	Frequent	Some	Some	Moderate	Moderate	Moderate	Moderate	Moderate	Moderate	Moderate	Moderate	Frequent

Activity Frequency: Some Moderate Frequent

5.3 SERVICES AND OUTCOMES

Most broadly, the farm stipend project will foster work readiness in a trauma-informed environment; increase earned income through weekly stipends; decrease barriers to economic stability; and encourage victims to re-imagine possibilities after surviving abuse.

- Approximately 30 sheltered adults choose to participate in the farm stipend project during the 12-month project term.
- At least 1,500 collective hours of partial and full stipend project participation will result in $22,500 of stipends earned by participants.
- Dollar-for-dollar match of earned stipends for participants completing up to 60 hours during the six-week project is estimated to be $16,200.

A logic model will be applied to project inputs, activities, outputs, and outcomes to evaluate impact of the project. The following measures of success, informed by 10 years of past stipend project data and participant feedback, are expected during the 12-month term:

- 100% of stipend project participants will increase earned income;
- 90% of stipend project participants will experience shifts in intrinsic value to self and community through restorative and transformative healing;
- 80% of stipend project participants will exhibit improved work readiness and develop a new agricultural skill;
- 75% of stipend project participants will report feeling more empowered to seek employment and re-imagine possibilities for stability;
- 60% of stipend project participants will eliminate a least one self-identified barrier to economic stability;
- 40% of stipend project participants will secure employment during their emergency shelter stay and/or transition to permanent housing solutions upon exit from the shelter.

The following reflections of past stipend project participants demonstrate the positive outcomes of the experience. These reflections are shared anonymously with permission:

- "The sense of accomplishment and appreciation after a day's work out on the farm is something I haven't felt in a very very long time.
- "Not only is this an amazing program for a lady who has been through so much abuse and trauma to work through her issues, as well as rebuild her self-confidence and self-esteem, but we are also learning something. That is important to me."
- "It makes me proud and feel good that all of us amazing women have pulled together to work and meet goals, make beautiful things happen, and make other people smile."
- "I'm taking with me is a sense of self that I didn't have before."
- "I have come to see that I'm able to do so many different things and will be able to put on my resume – like doing stock inventory, as well as learning ways to make wonderful handmade stuff."
- "This has prepared me for going to get another job because now I believe in myself. Even the things I think I can't, I'm still going to try!"

5.4 SUSTAINABILITY

The proposed farm stipend project is currently operational and has been implemented in varying capacity for 10 years. The innovative approach has received several national, regional, and local awards, including the Purple Ribbon Award for Shelter of the Year (Theresa's Fund and DomesticShelters.org); Celebrating Solutions Award (Mary Byron Project); Pyramid Award for Social Innovation (Center for Nonprofit Excellence); Innovative Nonprofit Award from the (Kentucky Nonprofit Network); and Nonprofit Impact Award (Commerce Lexington.)

A mix of federal, state, and local funds support the organization's farm-based programming. Specific sources include the annual subcontract with ZeroV, received per state statue designating GreenHousea17 as the primary domestic violence provider in central Kentucky; Extended Social Resources and HUD Emergency Solutions Grant funds received from Lexington-Fayette Urban County Government; social enterprise sales of farm flowers and products, which are reinvested in the farm program; and charitable donations from individuals, companies, and foundations.

One-time LFUCG Homeless Services Program Funding will bolster funds available for earned stipend payments to participants and provide opportunity for the organization to demonstrate positive outcomes of the matched stipend incentive in the elimination or reduction of barriers to economic stability after surviving abuse. The resulting data will inform subsequent proposals to public and private funders for continued investment in the project.

5.5 PROPOSED LINE-ITEM BUDGET & NARRATIVE

GreenHouse17 requests $38,700 to support weekly stipends earned by project participants and the proposed stipend match incentive to reduce barriers to economic stability after surviving abuse. This request represents approximately 15% of total project costs and a $1,290 investment per participant:

Funding & Expenses	LFUCG Requested	ZeroV Subcontract	Other Federal	Local Grants	Fundraising/ Sales	Total Project
Personnel	$ -	$ 75,600	$ -	$ 39,000	$ 6,000	**$ 120,600**
Fringe & Benefits	$ -	$ 17,951	$ -	$ -	$ 3,874	**$ 21,825**
Operating	$ 38,700	$ 50,000	$ 7,500	$ 3,475	$ -	**$ 99,675**
10% Indirect	$ -	$ 14,355	$ -	$ -	$ -	**$ 14,355**
Total Project	**$ 38,700**	**$ 157,906**	**$ 7,500**	**$ 42,475**	**$ 9,874**	**$ 256,455**

Budget Narrative

Personnel totaling $120,600 during the 12-month term includes the following positions contributing 60% of annual activities to the proposed project:

- $5,666.67 FT farm manager base monthly salary x 12 months x 60% project +
- $4,833.33 FT farm advocate base monthly salary x 12 months x 60% project +
- $2,083.33 PT farm assistant monthly salary x 3 positions x 12 months x 60% project

Fringe totaling $21,825 during the 12-month term has been calculated based on total personnel expenses allocated to the project:

- $120,600 annual salaries applied to project x 7.65% FICA +
- $120,600 annual salaries applied to project x 0.79% Workers Compensation +
- $42 annual Workers Compensation Insurance x 5 positions x 60% project +
- $800 monthly health and elective benefits x 12 months x 2 FT positions x 60% project

Operating totaling $99,675 during the 12-month term has been calculated using actual project stipend costs and the percentage of the organization's annual operating costs allocated to project activities:

- $15 hourly stipend x 1,500 total hours of stipend participation +
- $900 match stipend incentive x 30 stipend project participants x 60% of participants qualifying
- $3,333 avg monthly farm supplies *(seeds, soil, fertilizer, tools, etc.*) x 12 months x 60% project +
- $4,083.33 monthly shelter mortgage x 12 months x 15% project +
- $7,500.00 avg monthly utilities *(gas, electric, water)* x 12 months x 15% project +
- $2,500 avg monthly communications *(phone, internet)* x 12 months x 15% project +
- $5,416.67 avg monthly maintenance *(shelter, property, farm)* x 12 months x 15% project +
- $1,041.67 avg monthly office supplies *(shelter and farm)* x 12 months x 15% project

No direct project expenses for equipment, contractual, and travel are anticipated during the 12-month grant term.

Indirect costs of $14,355 reflect a 10% de minimis rate applied only to the $143,551 in direct project expenses funded by the organization's annual subcontract with ZeroV. Indirect costs are not allowed by other federal and local funding that will support the project.

ATTACHMENTS

- Affirmative Action Plan
- Signed Affidavit (To be notarized upon funding notification.)
- Current Work Force Analysis Form
- LFUCG MWDBE Participation Form
- LFUCG MWDE Substitution Form
- Small and Disadvantaged Business Outreach Plan
- General Provisions
- Job Descriptions of Key Staff

Affirmative Action Plan

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

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

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

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

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

AFFIDAVIT

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

1. His/her name is Darlene Thomas and he/she is the individual submitting the proposal or is the authorized representative of GreenHouse17 Inc, the entity submitting the proposal (hereinafter referred to as "Proposer").

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

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

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

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

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

Continued on next page

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

Further, Affiant sayeth naught.

____

STATE OF Kentucky

COUNTY OF Fayette

The foregoing instrument was subscribed, sworn to and acknowledged before me

by ______________________________________ on this the ________ day

of __________________, 20__.

My Commission expires: __________________________

____
NOTARY PUBLIC, STATE AT LARGE

Per guidance provided during previous RFP submissions,
this form will be notarized and promptly returned to the designated
LFUCG representative upon notification of funding award.

EQUAL OPPORTUNITY AGREEMENT

Standard Title VI Assurance

The Lexington Fayette-Urban County Government, (hereinafter referred to as the "Recipient") hereby agrees that as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation, it will comply with Title VI of the Civil Rights Act of 1964, 78Stat.252, 42 U.S.C. 2000d-4 (hereinafter referred to as the "Act"), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, (49 CFR, Part 21) Nondiscrimination in Federally Assisted Program of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the "Regulations") and other pertinent directives, no person in the United States shall, on the grounds of race, color, national origin, sex, age (over 40), religion, sexual orientation, gender identity, veteran status, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient receives Federal financial assistance from the U.S. Department of Transportation, including the Federal Highway Administration, and hereby gives assurance that will promptly take any necessary measures to effectuate this agreement. This assurance is required by subsection 21.7(a) (1) of the Regulations.

The Law

- Title VII of the Civil Rights Act of 1964 (amended 1972) states that it is unlawful for an employer to discriminate in employment because of race, color, religion, sex, age (40-70 years) or national origin.

- Executive Order No. 11246 on Nondiscrimination under Federal contract prohibits employment discrimination by contractor and sub-contractor doing business with the Federal Government or recipients of Federal funds. This order was later amended by Executive Order No. 11375 to prohibit discrimination on the basis of sex.

- Section 503 of the Rehabilitation Act of 1973 states:

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

- Section 2012 of the Vietnam Era Veterans Readjustment Act of 1973 requires Affirmative Action on behalf of disabled veterans and veterans of the Vietnam Era by contractors having Federal contracts.

- Section 206(A) of Executive Order 12086, Consolidation of Contract Compliance Functions for Equal Employment Opportunity, states:

  The Secretary of Labor may investigate the employment practices of any Government contractor or sub-contractor to determine whether or not the contractual provisions specified in Section 202 of this order have been violated.

****

The Lexington-Fayette Urban County Government practices Equal Opportunity in recruiting, hiring and promoting. It is the Government's intent to affirmatively provide employment opportunities for those individuals who have previously not been allowed to enter into the mainstream of society. Because of its importance to the local Government, this policy carries the full endorsement of the Mayor, Commissioners, Directors and all supervisory personnel. In following this commitment to Equal Employment Opportunity and because the Government is the benefactor of the Federal funds, it is both against the Urban County Government policy and illegal for the Government to let contracts to companies which knowingly or unknowingly practice discrimination in their employment practices. Violation of the above mentioned ordinances may cause a contract to be canceled and the contractors may be declared ineligible for future consideration.

Please sign this statement in the appropriate space acknowledging that you have read and understand the provisions contained herein. Return this document as part of your application packet.

Bidders

I/We agree to comply with the Civil Rights Laws listed above that govern employment rights of minorities, women, Vietnam veterans, handicapped and aged persons.

	GreenHouse17 Inc.
Signature	*Name of Business*

WORKFORCE ANALYSIS FORM

Name of Organization: GREENHOUSE17 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	12		12														12
Professionals	57	5	42		5		4		1							5	52
Superintendents																	
Supervisors																	
Foremen																	
Technicians																	
Protective Service																	
Para-Professionals																	
Office/Clerical																	
Skilled Craft																	
Service/Maintenance	1	1														1	
Total:	70	6	54		5		4		1							6	64

Prepared by: CORISSA PHILLIPS, EXTERNAL RELATIONS DIRECTOR **Date:** 2 / 27 / 25

(Name and Title)

Revised 2015-Dec-15

DIRECTOR, DIVISION OF PROCUREMENT
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
200 EAST MAIN STREET
LEXINGTON, KENTUCKY 40507

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITIES AND DBE CONTRACT PARTICIPATION

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

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

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

Firm Submitting Proposal: GreenHouse17 Inc

Complete Address: 4400 Briar Hill Road, Lexington 40516

Street City Zip

Contact Name: Darlene Thomas Title: Executive Director

Telephone Number: 859-519-1903 Fax Number: N/A

Email address: dthomas@greenhouse17.org

LEXINGTON

MINORITY BUSINESS ENTERPRISE PROGRAM

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

OUR MISSION: The mission of the Minority Business Enterprise Program (MBEP) is to facilitate the full participation of minority and women owned businesses in the procurement process and to promote economic inclusion as a business imperative essential to the long- term economic viability of Lexington-Fayette Urban County Government.

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

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

Certified Disadvantaged Business Enterprise (DBE) *– a business in which at least fifty-one percent (51%) is owned, managed and controlled by a person(s) who is socially and economically disadvantaged as define by 49 CFR subpart 26.*

Certified Minority Business Enterprise (MBE) *– a business in which at least fifty-one percent (51%) is owned, managed and controlled by an ethnic minority (i.e. Black American, Asian American, Hispanic American, Native American)*

Certified Women Business Enterprise (WBE) *– a business in which at least fifty-one percent (51%) is owned, managed and controlled by a woman.*

Certified Veteran-Owned Small Business (VOSB) *– a business in which at least fifty-one percent (51%) is owned, managed and controlled by a veteran who served on active duty with the U.S. Army, Air Force, Navy, Marines or Coast Guard.*

Certified Service -Disabled Veteran Owned Small Business (SDVOSB) *– a business in which at least fifty-one percent (51%) is owned, managed and controlled by a disabled veteran who served on active duty with the U.S. Army, Air Force, Navy, Marines or Coast Guard.*

The term “Certified” shall mean the business is appropriately certified, licensed, verified, or validated by an organization or entity recognized by the Division of Procurement as having the appropriate credentials to make a determination as to the status of the business.
The following certifications are recognized and accepted by the MBEP:

Kentucky Transportation Cabinet (KYTC), Disadvantaged Business Enterprise (DBE)
Kentucky Minority and Women Business Enterprise (MWBE)
Women’s Business Enterprise National Council (WBENC)
National Women Business Owners Corporation (NWBOC)
National Minority Supplier Development Council (NMSDC)
Tri-State Minority Supplier Development Council (TSMSDC)
U.S. Small Business Administration Veteran Small Business Certification (VetCert)
Kentucky Service- Disabled Veteran Owned Small Business (SDVOSB)

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

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

LEXINGTON

LFUCG MWDBE PARTICIPATION FORM
Bid/RFP/Quote Reference # RFP #6-2025

The MWDBE and/or veteran subcontractors listed have agreed to participate on this Bid/RFP/Quote. If any substitution is made or the total value of the work is changed prior to or after the job is in progress, it is understood that those substitutions must be submitted to the Division of Procurement for approval immediately. **Failure to submit a completed form may cause rejection of the bid.**

MWBE Company, Name, Address, Phone, Email	DBE/MBE WBE/VOSB/SDVOSB	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1. N/A	No subcontractors are associated with the project.			
2.				
3.				
4.				

The undersigned company representative submits the above list of MDWBE and veteran firms to be used in accomplishing the work contained in this Bid/RFP/Quote. Any misrepresentation may result in the termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and false claims.

GreenHouse17 Inc
Company

Company Representative

2/27/25
Date

External Relations Director
Title

LEXINGTON

LFUCG MWDBE SUBSTITUTION FORM
Bid/RFP/Quote Reference # RFP #6-2025

The substituted MWDBE and/or veteran subcontractors listed below have agreed to participate on this Bid/RFP/Quote. These substitutions were made prior to or after the job was in progress. These substitutions were made for reasons stated below and are now being submitted to the Division of Procurement for approval. By the authorized signature of a representative of our company, we understand that this information will be entered into our file for this project. **Note: Form required if a subcontractor is being substituted on a contract.**

SUBSTITUTED DBE/MBE/WBE/VOSB Company Name, Address, Phone, Email	DBE/MBE/WBE/VOSB/SDVOSB Formally Contracted/ Name, Address, Phone, Email	Work to Be Performed	Reason for the Substitution	Total Dollar Value of the Work	% Value of Total Contract
1. N/A	No subcontractors are associated with the project.				
2.					
3.					
4.					

The undersigned acknowledges that any misrepresentation may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and false claims.

GreenHouse17 Inc
Company

[signature]
Company Representative

2/27/25
Date

External Relations Director
Title

LEXINGTON

DOCUMENTATION REQUIRED FOR GOOD FAITH EFFORTS AND OUTREACH PLANS

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

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

1. Advertised opportunities to participate in the contract in at least two (2) publications of general circulation media; trade and professional association publications; small and minority business or trade publications; and publications or trades targeting minority, women, and disadvantaged businesses not less than fifteen (15) days prior to the deadline for submission of bids to allow, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs to participate.

2. Attended LFUCG Procurement Economic Inclusion Outreach event(s) within the past year to meet new small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs to partner with on LFUCG contracts and procurements.

3. Attended pre-bid/pre-proposal meetings that were scheduled by LFUCG to inform small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs of subcontracting opportunities.

4. Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs.

5. Requested a list of certified small, DBE, MBE, WBE, VOSB and/or SDVOSB subcontractors or suppliers from LFUCG and showed evidence of contacting the companies on the list(s).

6. Contacted organizations that work with small, DBE, MBE, WBE, and VOSB companies for assistance in finding certified DBEs, MBEs, WBEs, VOSB and/or SDVOSBs to work

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

7. Sent written notices, by certified mail, email, or facsimile, to qualified, certified small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs soliciting their participation in the contract not less than seven (7) days prior to the deadline for submission of bids to allow them to participate effectively.

8. Followed up initial solicitations by contacting small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs via tailored communications to determine their level of interest.

9. Provided the interested small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs with adequate and timely information about the plans, specifications, and requirements of the contract.

10. Selected portions of the work to be performed by small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs in order to increase the likelihood of subcontracting participation. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate small, DBE, MBE, WBE, VOSB and/or SDVOSB participation, even when the prime contractor may otherwise perform these work items with its own workforce.

11. Negotiated in good faith with interested small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs, not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection must be so noted in writing with a description as to why an agreement could not be reached.

12. Included documentation of quotations received from interested small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs that were not used due to uncompetitive pricing or were rejected as unacceptable and/or copies of responses from firms indicating that they would not be submitting a bid.

    a. Bidder has to submit sound reasons why the quotations were considered unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a small business', DBE's MBE's, WBE's, VOSB's and/or SDVOSB's quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy the participation goals.

13. Made an effort to offer assistance to or refer interested small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal.

14. Made efforts to expand the search for small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs beyond the usual geographic boundaries.

15. Other – any other evidence that the bidder submits that may demonstrate that the bidder has made reasonable efforts to include small, DBE, MBE, WBE, VOSB and/or SDVOSB participation.

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

> **Note: Failure to submit the documentation requested in this section may be cause for rejection of bid. Bidders may include any other documentation deemed relevant to this requirement which is subject to review by the MBE Liaison. Documentation of Good Faith and Outreach Efforts must be submitted with the Bid, regardless of the proposed level of small, DBE, MBE, WBE, VOSB and/or SDVOSB participation in the procurement. If the Good Faith and Outreach Effort documentation is not submitted with the bid response, the bid may be rejected.**

OUTREACH EFFORTS EVALUATION

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

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

Proposer Name:	GreenHouse17	**Date:**	2/27/25
Project Name:	Homeless Services Funding	**Project Number:**	RFP #6-2025
Contact Name:	Corissa Phillips	**Telephone:**	859-519-1904
Email:	grants@greenhouse17.org		

The mission of the Minority Business Enterprise Program is to facilitate the full participation of disadvantaged businesses, minority-, women-, veteran-, and service-disabled veteran-owned businesses in the procurement process and to promote economic inclusion as a business imperative essential to the long -term economic viability of Lexington-Fayette Urban County Government.

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

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

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

If yes, indicate all certification type(s):

DBE ☐ MBE ☐ WBE ☐ SBE ☐ VOSB/SDVOSB ☐

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

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

Click or tap here to enter text. N/A - No contractors will be used during the implementation of this project

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

Yes ☐ No ☒

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

No contractual services will be performed with funds requested

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

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

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

☐ Bidder placed advertisements in search of prospective small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs for the solicitation.

☐ Bidder attended LFUCG Procurement Economic Inclusion Outreach event(s) within the past year.

☐ Bidder attended pre-bid and/or pre-proposal meetings for this solicitation.

☐ Bidder sponsored an Economic Inclusion Outreach event.

☐ Bidder requested a list of certified small, DBE, MBE, WBE, VOSB and/or SDVOSB subcontractors or suppliers from LFUCG.

☐ Bidder contacted organizations that work with small, DBE, MBE, WBE, VOSB and/or SDVOSB companies.

☐ Bidder sent written notices to certified small, DBE, MBE, WBE, VOSB and SDVOSB businesses.

☐ Bidder followed up to initial solicitations with interested small, DBE, MBE, WBE, VOSB and/or SDVOSB.

☐ Bidder provided small, DBE, MBE, WBE, VOSB and/or SDVOSB businesses interested in performing the solicited work with prompt access to the plans, specifications, scope of work, and requirements of the solicitation.

☐ Bidder made efforts to segment portions of the work to be performed by small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs, including dividing sub-bid/partnership opportunities into economically feasible units/parcels, to facilitate participation.

☐ Bidder negotiated in good faith with interested small, DBE, MBE, WBE, VOSB and/or SDVOSB businesses.

☐ Bidder provided adequate rationale for rejecting any small business', DBEs, MBEs, WBEs, VOSBs or SDVOSBs for lack of qualifications.

☐ Bidder offered assistance in obtaining bonding, insurance, financial, equipment, or other resources to small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs, in an effort to assist them in meeting project requirements.

☐ Bidder made efforts to expand the search for small businesses, DBEs MBEs, WBEs, VOSBs and/or SDVOSBs beyond the usual geographic boundaries.

☐ Bidder made other reasonable efforts to include small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs participation.

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

Click or tap here to enter text.

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

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

Failure to submit the documentation requested may be cause for rejection of the bid. Bidders may include any other documentation deemed relevant to this requirement, which is subject to review by the MBE Liaison. Documentation of Good Faith and Outreach Efforts must be submitted with the bid, regardless of the proposed level of SBEs, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs participation in the procurement. If the Good Faith and Outreach Effort Form and associated documentation is not submitted with the bid response, the bid may be rejected.

The undersigned acknowledges that all information is accurate. Any misrepresentations may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and claims.

GreenHouse17 Inc	Corissa Phillips
Company	**Company Representative**
02/27/25	External Relations Director
Date	**Title**

4870-1925-6809, v. 1

GENERAL PROVISIONS

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

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

2. Failure to submit ALL forms and information required in this RFP may be grounds for disqualification.

3. Addenda: All addenda and IonWave Q&A, if any, shall be considered in making the proposal, and such addenda shall be made a part of this RFP. Before submitting a proposal, it is incumbent upon each proposer to be informed as to whether any addenda have been issued, and the failure to cover in the bid any such addenda may result in disqualification of that proposal.

4. Proposal Reservations: LFUCG reserves the right to reject any or all proposals, to award in whole or part, and to waive minor immaterial defects in proposals. LFUCG may consider any alternative proposal that meets its basic needs.

5. Liability: LFUCG is not responsible for any cost incurred by a Respondent in the preparation of proposals.

6. Changes/Alterations: Respondent may change or withdraw a proposal at any time prior to the opening; however, no oral modifications will be allowed. Only letters, or other formal written requests for modifications or corrections of a previously submitted proposal which is addressed in the same manner as the proposal, and received by LFUCG prior to the scheduled closing time for receipt of proposals, will be accepted. The proposal, when opened, will then be corrected in accordance with such written request(s), provided that the written request is contained in a sealed envelope which is plainly marked “modifications of proposal”.

7. Clarification of Submittal: LFUCG reserves the right to obtain clarification of any point in a bid or to obtain additional information from a Respondent.

8. Bribery Clause: By his/her signature on the bid, Respondent certifies that no employee of his/hers, any affiliate or Subcontractor, has bribed or attempted to bribe an officer or employee of the LFUCG.

9. Additional Information: While not necessary, the Respondent may include any product brochures, software documentation, sample reports, or other documentation that may assist LFUCG in better understanding and evaluating the Respondent's response. Additional documentation shall not serve as a substitute for other documentation which is required by this RFP to be submitted with the proposal,

10. Ambiguity, Conflict or other Errors in RFP: If a Respondent discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, it shall immediately notify LFUCG of such error in writing and request modification or clarification of the document if allowable by the LFUCG.

11. Agreement to Bid Terms: In submitting this proposal, the Respondent agrees that it has carefully examined the specifications and all provisions relating to the work to be done attached hereto and made part of this proposal. By acceptance of a Contract under this RFP, proposer states that it understands the meaning, intent and requirements of the RFP and agrees to the same. The successful Respondent shall warrant that it is familiar with and understands all provisions herein and shall warrant that it can comply with them. No additional compensation to Respondent shall be authorized for services or expenses reasonably covered under these provisions that the proposer omits from its Proposal.

12. Cancellation: If the services to be performed hereunder by the Respondent are not performed in an acceptable manner to the LFUCG, the LFUCG may cancel this contract for cause by providing written notice to the proposer, giving at least thirty (30) days notice of the proposed cancellation and the reasons for same. During that time period, the proposer may seek to bring the performance of services hereunder to a level that is acceptable to the LFUCG, and the LFUCG may rescind the cancellation if such action is in its best interest.

A. Termination for Cause

(1) LFUCG may terminate a contract because of the contractor's failure to perform its contractual duties

(2) If a contractor is determined to be in default, LFUCG shall notify the contractor of the determination in writing, and may include a specified date by which the contractor shall cure the identified deficiencies. LFUCG may proceed with termination if the contractor fails to cure the deficiencies within the specified time.

(3) A default in performance by a contractor for which a contract may be terminated shall include, but shall not necessarily be limited to:
    (a) Failure to perform the contract according to its terms, conditions and specifications;
    (b) Failure to make delivery within the time specified or according

to a delivery schedule fixed by the contract;

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

(d) Failure to diligently advance the work under a contract for construction services;

(e) The filing of a bankruptcy petition by or against the contractor; or

(f) Actions that endanger the health, safely or welfare of the LFUCG or its citizens.

B. At Will Termination

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

13. Assignment of Contract: The contractor shall not assign or subcontract any portion of the Contract without the express written consent of LFUCG. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that LFUCG shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of LFUCG.

14. No Waiver: No failure or delay by LFUCG in exercising any right, remedy, power or privilege hereunder, nor any single or partial exercise thereof, nor the exercise of any other right, remedy, power or privilege shall operate as a waiver hereof or thereof. No failure or delay by LFUCG in exercising any right, remedy, power or privilege under or in respect of this Contract shall affect the rights, remedies, powers or privileges of LFUCG hereunder or shall operate as a waiver thereof.

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

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

16. Governing Law: This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. In the event of any proceedings regarding this Contract, the Parties agree that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division. All parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to this Contract or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.

17. Ability to Meet Obligations: Respondent affirmatively states that there are no actions, suits or proceedings of any kind pending against Respondent or, to the knowledge of the Respondent, threatened against the Respondent before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of Respondent to perform its obligations under this Contract, or which question the legality, validity or enforceability hereof or thereof.

18. Contractor understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for any purpose whatsoever. Contractor is an independent contractor at all times during the performance of the services specified.

19. If any term or provision of this Contract shall be found to be illegal or unenforceable, the remainder of the contract shall remain in full force and such term or provision shall be deemed stricken.

20. Contractor [or Vendor or Vendor's Employees] will not appropriate or make use of the Lexington-Fayette Urban County Government (LFUCG) name or any of its trade or service marks or property (including but not limited to any logo or seal), in any promotion, endorsement, advertisement, testimonial or similar use without the prior written consent of the government. If such consent is granted LFUCG reserves the unilateral right, in its sole discretion, to immediately terminate and revoke such use for any reason whatsoever. Contractor agrees that it shall cease and desist from any unauthorized use immediately upon being notified by LFUCG.

[signature]	2/27/25
Signature	Date

INDEMNIFICATION AND HOLD HARMLESS PROVISION

(1) It is understood and agreed by the parties that Contractor hereby assumes the entire responsibility and liability for any and all damages to persons or property caused by or resulting from or arising out of any act or omission on the part of Contractor or its employees, agents, servants, owners, principals, licensees, assigns or subcontractors of any tier (hereinafter "CONTRACTOR") under or in connection with this agreement and/or the provision of goods or services and the performance or failure to perform any work required thereby.

(2) CONTRACTOR shall indemnify, save, hold harmless and defend the Lexington-Fayette Urban County Government and its elected and appointed officials, employees, agents, volunteers, and successors in interest (hereinafter "LFUCG") from and against all liability, damages, and losses, including but not limited to, demands, claims, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees that are in any way incidental to or connected with, or that arise or are alleged to have arisen, directly or indirectly, from or by CONTRACTOR's performance or breach of the agreement and/or the provision of goods or services provided that: (a) it is attributable to personal injury, bodily injury, sickness, or death, or to injury to or destruction of property (including the loss of use resulting therefrom), or to or from the negligent acts, errors or omissions or willful misconduct of the CONTRACTOR; and (b) not caused solely by the active negligence or willful misconduct of LFUCG.

(3) In the event LFUCG is alleged to be liable based upon the above, CONTRACTOR shall defend such allegations and shall bear all costs, fees and expenses of such defense, including but not limited to, all reasonable attorneys' fees and expenses, court costs, and expert witness fees and expenses, using attorneys approved in writing by LFUCG, which approval shall not be unreasonably withheld.

(4) These provisions shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this agreement.

(5) LFUCG is a political subdivision of the Commonwealth of Kentucky. CONTRACTOR acknowledges and agrees that LFUCG is unable to provide indemnity or otherwise save, hold harmless, or defend the CONTRACTOR in any manner.

(6) Notwithstanding, the foregoing with respect to any professional services performed by CONTRACTOR hereunder (and to the fullest extent permitted by law), CONTRACTOR shall indemnify, save, hold harmless and defend LFUCG from and against any and all liability, damages and losses, including but not limited to, demands, claims, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees, for any damage due to death or injury to any person or injury to any property (including the loss of use resulting therefrom) to the extent arising out of, pertaining to or relating to the negligence, recklessness or willful misconduct of CONTRACTOR in the performance of this agreement.

FINANCIAL RESPONSIBILITY

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

INSURANCE REQUIREMENTS

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

Required Insurance Coverage

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

Coverage	**Limits**
General Liability (Insurance Services Office Form CG 00 01)	$1 million per occurrence, $2 million aggregate or $2 million combined single limit
Auto Liability	$1 million per occurrence
Worker’s Compensation	Statutory
Employer’s Liability	$100K
Professional (E&O) Liability	$1 million per claim
Excess/Umbrella Liability	$1 million per occurrence

The policies above shall contain the following conditions:

a. All Certificates of Insurance forms used by the insurance carrier shall be properly filed and approved by the Department of Insurance for the Commonwealth of Kentucky (DOI). LFUCG shall be named as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy using the Kentucky DOI approved forms.

b. The General Liability Policy shall be primary to any insurance or self-insurance retained by LFUCG.

c. LFUCG shall be provided at least 30 days advance written notice via certified mail, return receipt requested, in the event any of the required policies are canceled or non-renewed.

d. Said coverage shall be written by insurers acceptable to LFUCG and shall be in a form acceptable to LFUCG. Insurance placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide shall be deemed automatically acceptable.

Renewals

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

Deductibles and Self-Insured Programs

IF YOU INTEND TO SUBMIT A SELF-INSURANCE PLAN IT MUST BE FORWARDED TO LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, DIVISION OF RISK MANAGEMENT, 200 EAST MAIN STREET, LEXINGTON, KENTUCKY 40507 NO LATER THAN A MINIMUM OF FIVE (5) WORKING DAYS PRIOR TO THE RESPONSE DATE. Self-insurance programs, deductibles, and self-insured retentions in insurance policies are subject to separate approval by Lexington-Fayette Urban County Government's Division of Risk Management, upon review of evidence of BIDDER/CONTRACTOR's financial capacity to respond to claims. Any such programs or retentions must provide LFUCG with at least the same protection from liability and defense of suits as would be afforded by first-dollar insurance coverage

Safety and Loss Control

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

Verification of Coverage

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

Right to Review, Audit and Inspect

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

DEFAULT

BIDDER/CONTRACTOR understands and agrees that the failure to comply with any of these insurance, safety, or loss control provisions shall constitute default and that LFUCG may elect at its option any single remedy or penalty or any combination of remedies and penalties, as available, including but not limited to purchasing insurance and charging BIDDER/CONTRACTOR for any such insurance premiums purchased, or suspending or terminating the work.

00548704

Green House17

JOB DESCRIPTION

PROGRAM MANAGER
Trauma-Informed Farm

GENERAL FUNCTIONS: Manage planning and programming for agency's trauma-informed horticultural healing services for survivors of intimate partner abuse. Oversee and contractual service providers. Coordinate community and intra-agency collaborations to nurture lives through nature-based activities, experiences, and nutrition.

ESSENTIAL FUNCTIONS:

40% - Oversee programming and services. Create safe, consistent, and nurturing environment for adult survivors and their dependent children that adheres to established program protocols and honors victim services standards.

20% - Establish and maintain program scheduling with staff and/or contractual providers. Provide supervision to promote best-practice service delivery and adherence to program protocols. Cultivate and steward community partnerships to assure strong network of program collaboration.

15% - Maintain accurate statistical records and meet submission of monthly reporting data by established due dates. Complete continuing education to maintain domestic violence advocate certification and participate in other training as determined.

10% - Provide proactive and reactive property management to assure maintenance and care for farm resources; collaborate with agency staff to create and maintain print and web-based public information materials; maintain expense and receivable records to coordinate budgetary and financial reporting.

10% - Represent agency and program by participating in meetings as required, including but not limited to monthly staff meetings and recurring community coordination councils with focus on service partnerships, closing gaps in services, and reaching underserved victims.

5% - Other duties as assigned.

MINIMUM REQUIREMENTS:

- Education: Bachelor's Degree in related field with working knowledge of program issues preferred. Level One KCADV Certification and equivalent experience may be satisfactory.
- Other: Fluency in languages other than English and cultural competency are a plus. Must provide own transportation and/or have a valid driver's license as appropriate per job needs. Complete 12 hours of professional training per year.

Supervised by: Associate Director

Green House17

JOB DESCRIPTION

ASSOCIATE DIRECTOR

General Functions: Develop, coordinate, and oversee residential and non-residential programs. Provide overall direction, supervision and support to program staff.

Essential Functions:

45% Facilitate and or participate in the review interview and hiring of new staff; Provide overall direction and supervision of program staff (mentor leadership, provide and model state standards philosophy, review documentation, etc.)

25% Provide leadership in establishing awareness of program services (including residential and non-residential in all seventeen counties); Oversee community initiatives including networking, consultation, and training with community service providers, organizations, churches, schools etc.

15% Compile report and monitor data for monthly quarterly and annual reports; Oversee outcomes reporting requirements; Collaborate and coordinate with Leadership Team on fund development, human resources, budget, and grants projects.

10% Identify, evaluate and follow through to resolution client concerns, questions, compliant regarding service delivery. Provide direct client services, advocacy, intervention etc as needed.

5% Represent the Program facilitation or participation at local, state level meetings; Other duties as assigned.

MINIMUM REQUIREMENTS

Education: Bachelor's preferred.
Other: Fluency in languages other than English and cultural knowledge are a plus. Must provide own transportation and/or have a valid driver's license as appropriate per job needs. Complete KCADV certification within first year of employment.

Supervised by: Executive Director