

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

THIS COMMUNITY PROJECT AGREEMENT (“Agreement”) is made and entered into on the 11th day of December 2023, by and between the Lexington-Fayette Urban County Government, an urban county government of the Commonwealth of Kentucky created pursuant to KRS Chapter 67A (“LFUCG”), 200 East Main Street, Lexington, Kentucky 40507, and CARNEGIE LITERACY CENTER, INC. dba CARNEGIE CENTER FOR LITERACY AND LEARNING, a Kentucky nonprofit corporation (“Organization”), with offices located at 250 WEST SECOND ST, LEXINGTON KY 40508.

WITNESSETH

WHEREAS, the Organization is a 501(c)(3) nonprofit organization, as defined by the Internal Revenue Code, that owns the property (or properties) located at 250 WEST SECOND ST, located in Lexington, Kentucky (“Property” or “Properties”); 251

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

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

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

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

1. **EFFECTIVE DATE; TERM.** This Agreement shall commence on DECEMBER 12, 2023, and shall last until APRIL 30, 2025, unless terminated by LFUCG at an earlier date.
2. **RELATED DOCUMENTS.** This Agreement shall consist of the terms herein as well as the following additional documents, which are attached hereto as exhibits and incorporated herein by reference as if fully stated:
 - a. **Exhibit A** – Request for Proposal, Risk Management Provisions, and Scope of Project
 - b. **Exhibit B** – Response to Request for Proposal

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

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

4. **PAYMENT.** LFUCG shall pay Organization a total amount not to exceed FORTY THOUSAND DOLLARS (\$40,000) ("Funds") for the completion of the Project. The total amount of Funds the Organization shall receive is divided into separate amounts which shall be allocated for each Project. Thus, the total amount paid for each Project ("Sum") shall not exceed the amounts stated herein:

PROJECT # AND DESCRIPTION	SUM
1) Bathroom Renovations	1) \$40,000

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

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

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

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

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

b. **Permits.** Organization agrees to obtain all necessary local, state, and federal

permits, encroachments, permissions, approvals, etc. in a timely manner and prior to start of construction.

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

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

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

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

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

a. In the event of a termination based upon a material condition of non-performance or default by Organization, LFUCG shall provide Organization with advance written notice and a reasonable period of time to cure the breach.

b. Organization may only terminate this Agreement based upon LFUCG's failure to timely pay for properly invoiced and accepted work. Organization shall provide LFUCG with at least thirty (30) days' advance written notice and an opportunity to cure prior to termination.

c. Organization acknowledges that LFUCG is a governmental entity, and that the validity of this Agreement is based upon the availability of appropriated funding. In the event that such funding is not appropriated in a future fiscal year, LFUCG's obligations under this Agreement shall automatically expire without penalty to the LFUCG thirty (30) days after written notice to Organization. LFUCG shall exercise any application of this provision in good faith.

7. **REPORTING.** Organization shall provide LFUCG with timely quarterly reports and updates related to the completion of the Projects in the form and manner reasonably specified by LFUCG.

8. **REGISTRATION; COMPLIANCE; AUTHORITY TO SIGN.** Organization shall be lawfully registered or authorized to do business in the Commonwealth of Kentucky and Lexington-Fayette County and shall at all times comply with any and all applicable federal, state, and local laws, ordinances, and regulations. LFUCG may request proof that Organization has timely filed federal, state, or local tax forms which shall be provided by Organization on a timely basis. The person signing this Agreement on behalf of Organization is fully authorized to do so.

9. **INSURANCE; INDEMNITY.** The Risk Management Provisions in **Exhibit A** are incorporated herein as if fully stated.

10. **RECORDS.** Organization shall keep and make available to LFUCG any records related to this Agreement as are necessary to support its performance of the services for a period of at least five (5) years following the expiration or termination of this Agreement, or as otherwise required depending upon the source of funds. Books of accounts shall be kept by Organization and entries shall be made therein of all money, goods, effects, debts, sales, purchases, receipts, payments and any other transactions of Organization related to this Agreement and shall be made available to LFUCG upon request.

a. LFUCG shall be the owner of all final documents, data, studies, plans, reports, and information prepared by Organization under this Agreement.

b. Organization understands and agrees that this Agreement and any related documents may be subject to disclosure under the Kentucky Open Records Act and will comply with any reasonable request by LFUCG to provide assistance with such a request.

11. **ACCESS.** Organization shall allow LFUCG any necessary reasonable access to monitor its performance under this Agreement.

12. **CONTRACTUAL RELATIONSHIP ONLY.** In no event shall the parties be construed, held or become in any way for any purpose the employee of the other party, or partners, associates or joint ventures in the conduct of their respective endeavors or otherwise.

13. **EQUAL OPPORTUNITY; FAIRNESS ORDINANCE.** Organization shall provide equal opportunity in employment for all qualified persons, and shall (a) prohibit discrimination in employment because of race, color, creed, national origin, sex, age, sexual orientation, gender identity, or handicap, (b) promote equal employment through a positive, continuing program of equal employment, and (c) cause any subcontractor or agency receiving funds provided pursuant to this Agreement to do so. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices. Organization agrees to comply with LFUCG's Fairness Ordinance (Ordinance No. 201-99) and all sources of applicable law, including those specified in any Exhibit attached to this Agreement and incorporated herein by reference.

14. **SEXUAL HARASSMENT.** Organization must adopt or have adopted a written sexual harassment policy, which shall, at a minimum, contain a statement of current law; a list of prohibited behaviors; a complaint process; and a procedure which provides for a confidential investigation of all complaints. The policy shall be given to all employees and clients and shall be posted at all locations where Organization conducts business. The policy shall be made available to LFUCG upon request.

15. **DISPOSITION OF PROPERTY.** Organization agrees that it shall not sell or otherwise dispose of any goods, property, or equipment acquired and/or improved with any portion of the Funds without first obtaining the consent of LFUCG. Organization agrees that this provision shall survive termination of the Agreement if this Agreement terminates prior to December 31, 2027. If Organization breaches this provision, Organization may be liable to LFUCG for that breach in an amount that shall not exceed the fair market value of the goods, property and/or equipment that it sold or otherwise transferred. LFUCG further reserves the right to enforce this provision through any remedy available at law, equity, or in bankruptcy.

16. **INVESTMENT.** Any investment of the Funds received pursuant to this Agreement must fully comply with any restrictions imposed by law.

17. **NO ASSIGNMENT.** Organization may not assign any of its rights and duties under this Agreement without the prior written consent of LFUCG.

18. **NO THIRD PARTY RIGHTS.** This Agreement does not create a contractual relationship with or right of action in favor of a third party against either Organization or LFUCG.

19. **KENTUCKY LAW AND VENUE.** This Agreement shall be governed in all respects by the laws of the Commonwealth of Kentucky and venue for all actions shall lie in the Circuit Court of Fayette County, Kentucky.

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

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

For Organization:

Jennifer Mattox, Executive Director
Carnegie Literacy Center, Inc. dba Carnegie Center for Literacy & Learning
251 West Second Street
Lexington, Kentucky 40507

For Government:

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

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

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

THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK

SIGNATURE PAGE TO FOLLOW

EXHIBIT "A"





Lexington-Fayette Urban County Government

Request for Proposals

The Lexington-Fayette Urban County Government hereby requests proposals for **RFP #37-2023 Nonprofit Capital Grants - Facility Improvements** to be provided in accordance with terms, conditions and specifications established herein.

Sealed proposals will be received through Ion Wave until **2:00 PM**, prevailing local time, on **September 20, 2023**. All forms and information requested in RFP must be included and attached in Response Attachments tab in Ion Wave.

Proposals received after the date and time set for opening proposals will not be accepted. It is the sole responsibility of the Proposer to assure that his/her proposal is submitted in Ion Wave before the date and time set for opening proposals.

Proposals, once submitted, may not be withdrawn for a period of one hundred twenty (120) calendar days.

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

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

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

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

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

Laws and Regulations

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

Equal Employment Opportunity

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

Kentucky Equal Employment Opportunity Act

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

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

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

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

The Act further provides:

"KRS 45.610. Hiring minorities -- Information required

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

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

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

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

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

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

KRS 45.630 Termination of existing employee not required, when

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

KRS 45.640 Minimum skills

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

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

LFUCG Non-Appropriation Clause

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

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

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

Contention Process

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

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

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

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

SELECTION CRITERIA:

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

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

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

Affirmative Action Plan

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

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

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

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

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

AFFIDAVIT

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

1. His/her name is Jennifer Mattox and he/she is the individual submitting the proposal or is the authorized representative of Carnegie Literacy 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 Procurement to verify the above-mentioned information with the Division of Revenue and to disclose to the Urban County Council that taxes and/or fees are delinquent or that a business license has not been obtained.

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

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

Continued on next page

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

Further, Affiant sayeth naught.

Jennifer Mattox
STATE OF Kentucky
COUNTY OF Fayette

The foregoing instrument was subscribed, sworn to and acknowledged before me
by Jennifer Mattox on this the 21st day
of November, 2023.

My Commission expires: Jan 18 2027

N Palmito
NOTARY PUBLIC, STATE AT LARGE

EQUAL OPPORTUNITY AGREEMENT

Standard Title VI Assurance

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

The Law

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

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

- Section 2012 of the Vietnam Era Veterans Readjustment Act of 1973 requires Affirmative Action on behalf of disabled veterans and veterans of the Vietnam Era by contractors having Federal contracts.
- Section 206(A) of Executive Order 12086, Consolidation of Contract Compliance Functions for Equal Employment Opportunity, states:

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

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

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

Bidders

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


Signature

Carnegie Center for
Name of Business

Literacy & Learning
(aka Carnegie
Literacy Center, Inc.)

WORKFORCE ANALYSIS FORM

Name of Organization: Carnegie Literacy 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)	
		M	F	M	F	M	F	M	F	M	F	M	F	M	F
Administrators	7		6				1								
Professionals	9	1	5			1	1				1				
Superintendents															
Supervisors															
Foremen															
Technicians															
Protective Service															
Para-Professionals															
Office/Clerical															
Skilled Craft															
Service/Maintenance															
Total:	16	1	11			1	2				1				

Prepared by: Jennifer Mattox, Interim Director

Date: 9 / 12 / 2023

(Name and Title)

Revised 2015-Dec-15

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

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

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

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

For assistance in locating Disadvantaged Business Enterprises Subcontractors contact:

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

Firm Submitting Proposal: Carnegie Literacy Center, Inc.
dba Carnegie Center for Literacy & Learning

Complete Address: 251 W. Second Street; Lexington, KY 40507
Street City Zip

Contact Name: Jennifer Mattox Title: Interim Director

Telephone Number: (859) 254-4175 Fax Number: _____

Email address: jmattox@carnegiecenterlex.org

GENERAL PROVISIONS

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

The Respondent agrees to comply with all statutes, rules, and regulations governing safe and healthful working conditions, including the Occupational Health and Safety Act of 1970, *29 U.S.C. 650 et. seq.*, as amended, and KRS Chapter 338. The Respondent also agrees to notify the LFUCG in writing immediately upon detection of any unsafe and/or unhealthful working conditions at the job site. The Respondent agrees to indemnify, defend and hold the LFUCG harmless from all penalties, fines or other expenses arising out of the alleged violation of said laws.
2. Failure to submit ALL forms and information required in this RFP may be grounds for disqualification.
3. Addenda: All addenda and IonWave Q&A, if any, shall be considered in making the proposal, and such addenda shall be made a part of this RFP. Before submitting a proposal, it is incumbent upon each proposer to be informed as to whether any addenda have been issued, and the failure to cover in the bid any such addenda may result in disqualification of that proposal.
4. Proposal Reservations: LFUCG reserves the right to reject any or all proposals, to award in whole or part, and to waive minor immaterial defects in proposals. LFUCG may consider any alternative proposal that meets its basic needs.
5. Liability: LFUCG is not responsible for any cost incurred by a Respondent in the preparation of proposals.
6. Changes/Alterations: Respondent may change or withdraw a proposal at any time prior to the opening; however, no oral modifications will be allowed. Only letters, or other formal written requests for modifications or corrections of a previously submitted proposal which is addressed in the same manner as the proposal, and received by LFUCG prior to the scheduled closing time for receipt of proposals, will be accepted. The proposal, when opened, will then be corrected in accordance with such written request(s), provided that the written request is contained in a sealed envelope which is plainly marked "modifications of proposal".
7. Clarification of Submittal: LFUCG reserves the right to obtain clarification of any point in a bid or to obtain additional information from a Respondent.
8. Bribery Clause: By his/her signature on the bid, Respondent certifies that no employee of his/hers, any affiliate or Subcontractor, has bribed or attempted to bribe an officer or employee of the LFUCG.
9. Additional Information: While not necessary, the Respondent may include any

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

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

A. Termination for Cause

- (1) LFUCG may terminate a contract because of the contractor's failure to perform its contractual duties
- (2) If a contractor is determined to be in default, LFUCG shall notify the contractor of the determination in writing, and may include a specified date by which the contractor shall cure the identified deficiencies. LFUCG may proceed with termination if the contractor fails to cure the deficiencies within the specified time.
- (3) A default in performance by a contractor for which a contract may be terminated shall include, but shall not necessarily be limited to:
 - (a) Failure to perform the contract according to its terms, conditions and specifications;
 - (b) Failure to make delivery within the time specified or according to a delivery schedule fixed by the contract;

- (c) Late payment or nonpayment of bills for labor, materials, supplies, or equipment furnished in connection with a contract for construction services as evidenced by mechanics' liens filed pursuant to the provisions of KRS Chapter 376, or letters of indebtedness received from creditors by the purchasing agency;
- (d) Failure to diligently advance the work under a contract for construction services;
- (e) The filing of a bankruptcy petition by or against the contractor; or
- (f) Actions that endanger the health, safety or welfare of the LFUCG or its citizens.

B. At Will Termination

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

13. **Assignment of Contract:** The contractor shall not assign or subcontract any portion of the Contract without the express written consent of LFUCG. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that LFUCG shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of LFUCG.
14. **No Waiver:** No failure or delay by LFUCG in exercising any right, remedy, power or privilege hereunder, nor any single or partial exercise thereof, nor the exercise of any other right, remedy, power or privilege shall operate as a waiver hereof or thereof. No failure or delay by LFUCG in exercising any right, remedy, power or privilege under or in respect of this Contract shall affect the rights, remedies, powers or privileges of LFUCG hereunder or shall operate as a waiver thereof.
15. **Authority to do Business:** The Respondent must be a duly organized and authorized to do business under the laws of Kentucky. Respondent must be in good standing and have full legal capacity to provide the services specified under this Contract. The Respondent must have all necessary right and lawful authority to enter into this Contract for the full term hereof and that proper corporate or other action has been duly taken authorizing the Respondent to enter into this Contract. The Respondent will provide LFUCG with a copy of a corporate resolution authorizing this action and a letter from an attorney confirming that the proposer is authorized to do business in the State of Kentucky if requested. All proposals must be signed by a duly authorized officer, agent or employee of the Respondent.

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


Signature

9/19/2023
Date

**RISK MANAGEMENT PROVISIONS
INSURANCE AND INDEMNIFICATION**

INDEMNIFICATION AND HOLD HARMLESS PROVISION

- (1) It is understood and agreed by the parties that Contractor hereby assumes the entire responsibility and liability for any and all damages to persons or property caused by or resulting from or arising out of any act or omission on the part of Contractor or its employees, agents, servants, owners, principals, licensees, assigns or subcontractors of any tier (hereinafter "CONTRACTOR") under or in connection with this agreement and/or the provision of goods or services and the performance or failure to perform any work required thereby.
- (2) CONTRACTOR shall indemnify, save, hold harmless and defend the Lexington-Fayette Urban County Government and its elected and appointed officials, employees, agents, volunteers, and successors in interest (hereinafter "LFUCG") from and against all liability, damages, and losses, including but not limited to, demands, claims, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees that are in any way incidental to or connected with, or that arise or are alleged to have arisen, directly or indirectly, from or by CONTRACTOR's performance or breach of the agreement and/or the provision of goods or services provided that: (a) it is attributable to personal injury, bodily injury, sickness, or death, or to injury to or destruction of property (including the loss of use resulting therefrom), or to or from the negligent acts, errors or omissions or willful misconduct of the CONTRACTOR; and (b) not caused solely by the active negligence or willful misconduct of LFUCG.
- (3) In the event LFUCG is alleged to be liable based upon the above, CONTRACTOR shall defend such allegations and shall bear all costs, fees and expenses of such defense, including but not limited to, all reasonable attorneys' fees and expenses, court costs, and expert witness fees and expenses, using attorneys approved in writing by LFUCG, which approval shall not be unreasonably withheld.
- (4) These provisions shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this agreement.
- (5) LFUCG is a political subdivision of the Commonwealth of Kentucky. CONTRACTOR acknowledges and agrees that LFUCG is unable to provide indemnity or otherwise save, hold harmless, or defend the CONTRACTOR in any manner.
- (6) Notwithstanding, the foregoing with respect to any professional services performed by CONTRACTOR hereunder (and to the fullest extent permitted by law), CONTRACTOR shall indemnify, save, hold harmless and defend LFUCG from and against any and all liability, damages and losses, including but not limited to, demands, claims, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees, for any damage due to death or injury to any person or injury to any property (including the loss of use resulting therefrom) to the extent arising out of, pertaining to or

relating to the negligence, recklessness or willful misconduct of CONTRACTOR in the performance of this agreement.

FINANCIAL RESPONSIBILITY

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

INSURANCE REQUIREMENTS

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

Required Insurance Coverage

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

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

The policies above shall contain the following conditions:

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

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

Renewals

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

Deductibles and Self-Insured Programs

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

Self-insurance programs, deductibles, and self-insured retentions in insurance policies are subject to separate approval by Lexington-Fayette Urban County Government's Division of Risk Management, upon review of evidence of BIDDER/CONTRACTOR's financial capacity to respond to claims. Any such programs or retentions must provide LFUCG with at least the same protection from liability and defense of suits as would be afforded by first-dollar insurance coverage

Safety and Loss Control

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

Verification of Coverage

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

Right to Review, Audit and Inspect

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

DEFAULT

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

00548704



Lexington-Fayette Urban County Government
Request for Proposals

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

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

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

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

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

Instructions

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

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

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

For More Information:

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

1.0 GENERAL PROVISIONS

1.1 Funding

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

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

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

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

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

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

1.2 Proposal Submission

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

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

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

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

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

1.3 Acceptance/Rejection of Applications

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

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

Inquiries/Questions

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

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

1.4 Requests for Clarification

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

1.5 Timeline

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

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

Meeting ID: 889 1838 6642

Passcode: 480217

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

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

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

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

1.6 Evaluation

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

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

Scoring criteria are outlined in Section 4.0 Evaluation.

1.7 Selection

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

1.8 Reporting

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

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

2.0 PROPOSAL FORMAT

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

A complete proposal contains each of the following components:

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

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

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

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

Section 2: Demonstrated Need

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

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

Section 3: Applicant Capacity for Project

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

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

Section 4: Operational Feasibility

The application must include:

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

Section 5: Cost Analysis – and attachments

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

3.0 SCOPE

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

Who is Eligible?

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

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

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

Facility Improvements

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

Grant Award Allocation

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

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

4.0 EVALUATION & CRITERIA

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

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

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

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

4.2 Demonstrated Need

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

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

4.3 Applicant Capacity for Project

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

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

4.4 Operational Feasibility

The application must include:

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

4.5 Cost Analysis – and attachments

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

LFUCG reserves the right to adjust funding amounts.

EXHIBIT "B"



PROPOSAL SUBMITTAL COVER SHEET

Agency Information

Agency Name: Carnegie Literacy Center, Inc. dba Carnegie Center for Literacy & Learning

Mailing Address: 251 W. Second Street; Lexington, KY 40507

Street Address: same

Phone: (859) 254 - 4175

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

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

Agency Representative (typically the Executive Director - Name, Title, Phone, Email):
Jennifer Mattox, Interim Director

Person Completing Application (Name, Title, Phone, Email):
same

Project Information

Funding Requested by Project, if bundling multiple Projects:

Project: <u>Bathroom Renovations</u> Facility Improvement project	Request \$ <u>40,000</u>
Project: <u>Water Fountain Update</u> Facility Improvement project	Request \$ <u>15,000</u>
Project: _____ Facility Improvement project	Request \$ _____
Project: _____ Facility Improvement project	Request \$ _____

Total Funding Amount Requested: \$ 55,000 Bathroom Renos: \$40,000

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



Bathroom & Water Fountain Updates

2023 LFUCG ARPA Nonprofit Capital Grant Program Facility Improvements Narrative

SECTION 1: Provide/Facilitate Services to Low Income, Underserved,

or Marginalized Lexington-Fayette Co. Residents

The Carnegie Center empowers people to explore and express their voices through imaginative learning and the literary arts. Among our visionary goals, we encourage active, critical, and creative learning; promote the components of literacy, including reading, writing, math, and others; provide educational opportunities for people of all ages and levels of learning; engage the imagination through literary arts; and preserve and enhance the historic Carnegie building for the benefit of the community.

The Carnegie Center primarily serves Fayette Co. residents and is intentional in breaking down barriers to participation so that underserved, marginalized, and low income children, adults, and families can participate. Each year, over 85% of attendees reside in Fayette Co. Nearly all children's classes and some adult classes are offered at no cost to prevent financial barriers. For those with a low fee, scholarships are available, and we've granted nearly every request. Our tutoring program usually serves

children from more than 60 Fayette Co. schools. Due to our tutoring program's low, one-time registration fee, along with scholarships and free tutoring sessions, we serve a high percentage of children from low-income homes: last school year 71% and some years, even more. We tutor a diverse student population; 83% are children of color. Children in the program gain on average 1.5 years of reading skills after just one year in our program. Educational outreach efforts primarily serve children attending Fayette Co. Title I schools, and our building is the site for five free Family Fun and Learning Nights, complete with educational activities and dinner, serving an inclusive community.

We are deliberate in providing a supportive space for people of all ages and backgrounds. In 2020 we established the Kentucky Black Writers Collaborative, providing over 100 free classes a year, mentoring, and special programs for beginning to advanced Black writers. Carnegie's Strategic Plan also seeks to expand opportunities for people of color, the LBGTQIA+ community, and other marginalized groups.

We have the written permission of the Lexington Public Library, the owner of the Carnegie building, to provide updates such as those in our proposal.

The Carnegie Center is in good standing with the Kentucky Secretary of State and has a Guidestar Gold Seal of Transparency. As required, none of our LFUCG ARPA NCG Program request will be used for programs, teaching stipends, advocacy, or promoting religion. We agree to comply with all applicable local, state, and federal laws.

SECTION 2: Demonstrated Need

The proposed bathroom and water fountain updates will provide a much-needed refresh, along with repairs and improved equipment.

The Center resides inside a beautifully-preserved 118-year-old former Carnegie library building. After the Lexington Public Library moved to their new central branch building in the late 1980s, the vacant building quickly deteriorated. Former Lexington Mayor Scotty Baesler sought to restore it and reopen it for public use. He appointed a committee that conceived of a literacy center like none other in the country, serving children and adults with beginning to advanced literacy needs.

The historic building underwent major renovations before the Carnegie Center opened in 1992. Over the years, more than 100,000 people have benefited from our literacy programs, many visiting the building weekly for tutoring sessions and classes. Because our organization is so closely tied to the historic preservation of the building, in 2010 the Carnegie Center won an inaugural national MetLife Innovative Space Award.

After 30+ years, the wear and disrepair on our four bathrooms is noticeable, and we've received some negative comments about them from attendees. To provide more sanitary solutions, we seek to replace inadequate or outdated toilets. Within the past decade, two of our toilets in the upstairs bathrooms were replaced with residential, tank toilets, which stop up and overflow on a regular basis; they are inadequate for the frequent use they receive. We also need to replace the outdated sinks and hope to install touchless bathroom fixtures. The floor tiles in all bathrooms need replacing due to cracked/broken tiles or ones that are difficult to clean.

In the nearby hallways, we will replace two water fountains with ones that also allow for touchless bottle refilling; currently, people splash water on the floors, leading to safety hazards and potential water damage on the hardwood floors.

The funding in our proposal may only allow us to update/repair the second floor bathrooms and water fountain, though we hope to stretch this grant as much as we can and perhaps do some updates on the basement bathrooms and water fountain as well.

As described on page one of the Elaine Allen, LLC estimate we received for last year's unfunded ARPA request, all work included in our 2023 proposal is necessary.

SECTION 3: Applicant Capacity for Project

The Center is well-positioned to take on the updates and repairs included in our LFUCG ARPA capital improvement proposal. Primary staff involved with the project are Building Manager JC McPherson and Interim Director Jennifer Mattox.

- McPherson is a former Master Electrician with 10 years of work experience at the University of Kentucky and two years as a contractor doing carpentry, drywall, and plumbing. He's worked at the Carnegie Center for a decade in a few roles and is currently the Center's liaison with the city for building repairs/maintenance such as roof leaks and the changing out of HVAC systems. During our renovation/update of our Mill Street entrance, he worked with the city to make it more handicap-accessible and prevent soil erosion and water pooling. He is also one of Carnegie's liaisons with outside contractors, including those involved with previous hardwood floor restorations.
- Mattox is more familiar with building and restoration/repairs than most nonprofit staff; her family owns Mattox Built Homes, Inc. and she assists with invoicing. Her 23 years of grantwriting, reporting, and grant management experience includes federal grant awards for programs as well as building preservation/restoration grants on local, state, and national levels. She served as the main contact with contractors during the lighting efficiency update, thanks to federal EECBG funding available through the 2010 LFUCG/Bluegrass Pride "Energizing the Arts" grant. She also oversaw renovations and repairs at her parents' house, working with an outside contractor and their subcontractors. As a 26-year volunteer with Historic

Paris/Bourbon Co. (including 8 years on their board), she's familiar with best practices in building preservation.

Through grant support and working with the city, the Carnegie Center has successfully undergone a number of restorations and updates in the past decade, including: hardwood floor restorations, gallery wall repairs, painting throughout the building and outside on wood surfaces, numerous light fixture updates, rewiring for improved internet connections, restoration of the front entrance's historic globe lights, and more.

SECTION 4: OPERATIONAL FEASIBILITY

1. Tentative timeline for bathroom and water fountain updates:

November 2023: Finalize project specs, then seek bids.

December 2023 or January 2024: Select contractor(s) and schedule work set forth in the proposal.

January 2024 – January 2025: Complete project renovations/repairs/updates.

February-April 2025: Wrap up final payments, paperwork, and reports.

2. Strategy for support:

Once final bids are received for the project, we'll determine how much of the proposed work can be completed with the awarded ARPA grant. Our biggest concern are the bathrooms and the water fountain on the second floor, which receive the most use. If funds remain, we'll do some work on the basement level bathrooms, such as toilet and sink replacement, and more if we're able. If additional funding is required, we'll approach major donor and grantors who could help fund the remainder of the project. We have strong relationships with donors who love our building and/or focus their giving on capital projects and historic buildings. Each year, at least 75% of Carnegie funding comes from community support in the form of grants and contributions.

3. Adequate, qualified staffing

In addition to the involvement of the previously mentioned Building Manager JC McPherson and Interim Director Jennifer Mattox, other staff that may be involved with project components include development staff who manage and track grant spending and receipts; a Financial Associate who submits invoices to our contract accountant for payment and manages in-house spending documentation; and front desk staff who will be available on-site for in person communication purposes should other staff be unavailable. The Carnegie Center board's Building Committee will be involved with finalizing project specs and the bidding and selection processes.

4. Indicators that demonstrate project completion by April 30, 2025:

We do not anticipate the updates to require several months to complete unless there are unexpected delays with purchases, such as bathroom fixtures, or contractor worker shortages. As a preventative measure, we intend to begin the bidding process before the end of the year so that we have plenty of time for the chosen contractor to complete the work.

SECTION 5: COST ANALYSIS

1. Cost proposals & budget narrative

Projected costs for the proposed bathroom and water fountain updates are based on figures obtained last year when preparing our 2022 LFUCG ARPA NCG. We worked with Elaine Allen, LCC--a black-owned business that previous staff had a great experience with elsewhere. We will invite their firm and other MWDBE businesses to submit bids, as well as advertise the opportunity to the general public.

The rough estimate provided by Elaine Allen, LLC last year included projected increases in costs as estimated by the contractor based on current trends and industry projections last year. Those figures make our proposed budget this year more accurate than it might be otherwise. To keep our costs as low as possible, we intend to keep the existing wall tile and bathroom stalls in all four of our bathrooms.

2. Total costs of the capital project

The total cost for updates to all four bathrooms and both water fountains is projected at \$148,634. By planning to update at least the two upstairs bathrooms and water fountain through this ARPA grant—and possibly omit some of the work needed, such as floor tile replacement—we should be able to complete the two bathrooms and upstairs water fountain with the ARPA grant at \$55,000, or we'll seek other forms of support. Expenses quoted from the contractors hired for the work will include materials, labor, trash removal, and other associated project costs. Carnegie Center expenses include staff time and general operating related to the project. The city covers utility costs in-kind as part of a 99-year lease for the building.

3. Cost-Effectiveness

The costs supplied by Elaine Allen, LLC's estimate include anticipated increases in services and materials based on an industry expert's opinion and appear to be reasonable based on the scope of the project. If awarded, we will require at least three written quotes and approval by Carnegie's Finance Committee before we can select a contractor, per the Carnegie Center's Purchasing Policy. The quotes will be compared by Carnegie's Finance and Building Use Committees to ensure cost-effectiveness and that expenses are reasonable for the requested work.

4. Line Item Budgets: Project budget for bathroom & water fountain updates, and Carnegie Center's Organizational Budget (both attached).



**ARPA NCG Facility Improvements
Project Budget**

EXPENSES	
Bathroom Renovations for all bathrooms	\$111,500
<i>Includes demo, new floor tile, new motion-sensor ADA vanities/sinks, new mirrors, & new motion-sensor flush valve toilets</i>	
Water Fountain updates	\$37,134
<i>Remove current 2 water fountains, replace with ADA compliant fountains with touchless bottle fill capacity as well. Requires plumbing modifications & wall touchless bottle fill capacity as well. Requires plumbing modifications & wall repairs</i>	
TOTAL OF BOTH PROJECTS	\$148,634

NOTE: The budget above is based on Elaine Allen, LLC's 2022 estimate. The Carnegie Center will renovate only the upstairs bathrooms and replace only the upstairs water fountain, completing only those portions that funding allows, based on official bids, the grant award, and any additional funding secured.

ARPA NCG Facility Improvement grant request amount: \$55,000

Carnegie Literacy Center, Inc.
dba Carnegie Center for Literacy and Learning
EIN: 61-1185631



FY24 Organizational Budget

REVENUE

Contributions	\$276,000
In-kind Contributions	\$93,300
Grant Revenues	\$450,000
Workshop Revenues	\$230,000
Rental Income	\$55,000
Merchandise Sale	\$1,000
Investment Return	\$8,000
Special events (fundraising)	\$0
Ticketed Events (nonfundraising)	\$9,000
Appropriated fund balance	\$205,400
TOTAL REVENUE	<u><u>\$1,327,700</u></u>

EXPENSE

Compensation	\$677,332
Employees Benefits	\$129,000
Pension Contributions	\$22,003
Payroll Taxes	\$50,400
Books and Subscriptions	\$2,000
Conferences	\$1,000
Depreciation	\$6,500
Insurance	\$16,000
Food/Household	\$1,000
Professional Development	\$3,000
Professional Fees - operations	\$34,000
Professional Fees - programs	\$115,000
Repairs and Maintenance	\$85,000
Operating Supplies	\$120,000
Tel/Internet/Website	\$14,000
Utilities	\$33,300
Carnegie Scholarships	\$15,000
Marketing (Brand)	\$3,165
TOTAL EXPENSES	<u><u>\$1,327,700</u></u>

Net revenues over expenses **\$0**