Firm Submitting Proposal: Bluegrass Greensource
Complete Address: 835 National Ave. Leangton 40502 Street City Zip
Contact Name: Amy Sohner Title: Executive Director
Telephone Number: 859 · 266 · 1572 Fax Number: 859 · 266 · 0264
Email address: any a bggreensource. org

AMERICAN RESCUE PLAN ACT

CERTIFICATION OF COMPLIANCE FOR AMERICAN RESCUE PLAN ACT EXPENDITURES

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

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

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

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

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

- (1) Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an

investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

- (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part, and the contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

Provided, however, that in the event a contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

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

- (1) Overtime requirements: No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such a workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such a workweek.
- (2) Violation: liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. LFUCG shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be

withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower-tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

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

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

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

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

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

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

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

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

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

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

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

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

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Date

			AF	FIDAVIT			
Come sworn, states	s the Affia under pen	nt, Am	as follows	hne	<u>x</u>	, and after	being first duly
1. His/her	name is _	Amy	Soh	ner		and he/she	is the individual
				is	the	authorized	representative
of Blue	rass G1	proposal ICCN SOU	v ce			, 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.	
Any Salver	
STATE OF Kertucky	
COUNTY OF FORYCHE	

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

by Amy Sohn-a	on this the <u>JO</u> th day
of, 20 <u>22</u>	
My Commission expires: 1-16-26	NOTARY ID # KYNA NUMINIE WILCO
NOTARY PUBLIC, STATE AT LARGE	AUBLIC SALE AUBLIC

EXPIRES

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, 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.

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WORKFORCE ANALYSIS FORM

Name of Organization: Bluegrass Greensource

Categories	Total	Wh (N- Hispa o Latii	ot anic r		oanic atino	Afri Ame (1 Hisj	ck or ican- erican Not panic atino	Haw Ot Pa Isla (N Hisp	tive raiian nd her cific nder lot banic atino	Asi (N Hisp or La	ot anic	Ame India Alas Nat (n Hisp or La	n or kan ive ot anic	Two mo rac (N Hisp o Lati	ore es ot anic r	Тс	otal
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Administrators			3														3
Professionals		1	5														6
Superintendents																	
Supervisors																	
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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,
- 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.

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<u>5-10-22</u>



RFP # 22- 2022 Bluegrass Greensource Consultant Profile

Bluegrass Greensource 835 National Ave. Lexington, KY 40502

Primary Contact: Amy Sohner Executive Director <u>amy@bgGreensource.org</u> 859-266-1572

Established: 2001

Current number of employees: 10

- 1. Amy Sohner, Executive Director
- 2. Maxine Rudder, Deputy Director
- 3. Rebecca Shobe, Finance Office
- 4. Pattie Stivender, Education Director
- 5. Kara Sayles, EnvironmentalEducator,, Rain Garden Coordinator
- 6. Rachel Patton, Environmental Educator
- 7. Noel Osborn, Business Outreach Specialist
- 8. Chris Howard, Watershed Coordinator
- 9. Jenny Duggan, Marketing and Communications Coordinator
- 10. Jadyn Hughes, AmeriCrops VISTA

Overview:

Bluegrass Greensource (BGGS) was established in 2001 and is an environmental education and outreach organization currently serving 20 Central Kentucky counties. Our mission is to empower the Bluegrass to create a sustainable environment, which we accomplish by working with adults, businesses, and communities to provide the resources necessary to increase sustainability in the home, office, or community at large and by providing direct classroom engagement to preK-12 grade youth. Last year Bluegrass Greensource had direct engagements with over 25,000 Central Kentucky residents.

Years of Experience with Similar Projects

Bluegrass Greensource has been working in partnership with the City of Lexington business sustainability since 2006. The partnership was formed because, at the time, the city was very successful at residential recycling, but had a hard time devoting the time to work with the individual needs of city businesses. Additionally, the City saw value in their business program managed by an outside agency.

The first business program started with 25 Waste Buster businesses and quickly grew throughout the first three year contract. In 2009, the city expanded the program to include water quality business outreach, and changed the name of the program to Live Green Lexington Partners. The city expanded the program again in 2012 to include energy efficiency outreach and assistance to Lexington businesses. In 2015, the business outreach program changed again, and Bluegrass Greensource proposed the more comprehensive, and rigorous Green Check program. Bluegrass Greensource has been the sole organization to work on Lexington's business sustainability initiatives throughout this history.

Past Success:

The original WasteBuster Program, FY07-FY09, began with a goal of getting 10 businesses to commit to starting a recycling program. At the end of the first year 56 businesses were participating and that number increased to 190 by the end of FY2009.

The Live Green Lexington Partners (LGLP) program continued to expand its reach throughout its six years, with ultimately more than 800 businesses participating in the program. LGLP businesses were awarded for one or all three categories: waste reduction, water quality and energy efficiency. During the LGLP program, Bluegrass Greensource received an additional contract with the City of Lexington to be its Community Energy Advisor. As part of this contract, BGGS worked closely with Commerce Lexington to develop an energy plan for city businesses and worked diligently to connect performance contractors to local businesses as well as developed a marketing campaign for business energy efficiency. In addition, Bluegrass Greensource worked with local arts organizations to distribute more than \$200,000 in grants to improve their energy efficiency. This included working with engineers to determine more efficient HVAC systems, lighting retrofits and even working on window upgrades in a designated historic building.

In 2015, Bluegrass Greensource proposed changing the LGLP program to make it more robust and exclusive in order to make the certification hold more weight. BGGS staff developed the Green Check scorecard and website, with approval from LFUCG, with the intent of identifying and promoting model green businesses throughout the city. To date, BGGS staff have certified 46 businesses, and are working with nine more this year.

2021-2022 Bluegrass Greensource Officers and Board of Directors

1. Jacob Walbourn; Chair; State of Kentucky (2016)

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- 2. Greg Butler; Vice Chair; Municipal Relationship Manager, Republic Services (2014)
- 3. Keleigh Arnett; **Treasurer**; VP Treasury Management Officer, PNC Bank (2016)
- 4. Dave Butler; Secretary; Sustainability Manager; Alltech (2019)
- 5. E. Paulette Akers, Kentucky Energy and Environment Cabinet (2017)
- 6. Kelly D. Bartley; Attorney, Bingham Greenbaum Doll (2018)
- 7. Aimee' Baston; Director of Philanthropy, College of Education, University of Kentucky (2019)
- 8. Heather Darby, Ampersand (2021)
- 9. Robert Eversole; UK Dinning (2021)
- 10.Elayne Fowler, Saltwater Strategies (2019)
- 11.August Julian, Retired (2021)
- 12.Bob Money, Kentucky American Water (2020)
- 13. Jenny Howard Owen, OAK Kentucky (2021)
- 14.Kyle Plomin, Davis and Plomin (2021)
- 15.Debbie Smith, CPA/Partner, MCM CPAs & Advisors (2017)
- 16.Shannon Stuart-Smith, Attorney (2021)
- 17.Phillip Sisk, Lexmark International (2021)
- 18.Fernie Williams, East Kentucky Power Cooperative (2017)

Staff Profile

Noel Osborn

Noel Osborn has been with Bluegrass Greensource since June 2017. Holding a degree in Political Science from the University of Kentucky, her background is in politics with experience in the Kentucky General Assembly and lobbying for federal regulatory reform with the Madison Coalition. Prior to joining Bluegrass Greensource, Noel was a recruiter for Newschool Recruiting. Noel has utilized her relationship building, recruiting, and grassroots organizing skills in building business relations at Bluegrass Greensource. As a graduate of Leadership Lexington and Board Member for the Lexington DiverCity Festival, Noel maintains local community connections that extend into the business world. She is a member of the LFUCG Environmental Commission and Corridors Commission, Coordinator of Bluegrass Greensource's contract with University of Kentucky Recycling, Executive Director of Keep the Bluegrass Beautiful, serves on the Young Leaders Advisory Council for Keep America Beautiful, and implementer of Lexington-Fayette Urban County Government's Green Check Program.

<u>Consultancy</u>

In addition to our direct staff, Bluegrass Greensource works very closely with various pillars in the green business community. Clive Pohl has agreed to serve as an ongoing reference, and either answer specific questions that arise, or direct us to someone who can.

<u>Clive Pohl</u>

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Clive Pohl is an architect, LEED AP, and owner at PRP architects in Lexington. After graduate work at the University of Washington he moved to Kentucky and became a founding member of our USGBC Chapter. He served for many years as Board member, Chair of Education, and as representative to the Southeast Regional Council. In 2009 he was appointed by KY Governor Steve Beshear to a 3 year seat on the High Performance Buildings Advisory Committee which gave rise to LEED requirements for state owned buildings. Clive is a frequent public speaker on the subject of environmental stewardship, has designed a number of LEED and Passive House certified buildings and has served a year long term as ambassador for the Living Building Challenge.



Noel Osborn

859-266-1572 noel@bggreensource.org

Skills Summary

- Organized .
- Public Speaking
- Grassroots Organizing .
- Lobbying
- Event planning

- Leadership / Management Experience
- Training Experience
- **Providing Superior Customer Service**
- Team Player & Independent Worker

Education

Bachelor of Arts in Political Science University of Kentucky Lexington, KY Minors: Classics and International Studies with a focus in Russian Studies

Experience

Outreach Specialist

Bluegrass Greensource

- Implementer of the City of Lexington's Green Check certification program.
 - Certified five years of businesses at 8-10 businesses a year.
 - Plan networking events and specialized tours for member businesses.
 - Highlight businesses' sustainability initiatives on the Green Check blog.
 - Conduct waste audits, provide resources, and give presentations to member businesses.
 - Executive Director of Keep the Bluegrass Beautiful (KBB).
 - Apply for grants from national Keep America Beautiful (KAB).
 - Implement programs and initiatives that the KBB Board votes to adopt.
 - Recruit new member communities.
 - Report all progress to KAB through online reporting system.
 - Oversaw affiliate application process and final training to ensure KBB became an official KAB affiliate.
- Implementor of University of Kentucky Recycling's EcoRep program (2018-2021)
 - Recruit and train new EcoReps for all 18 campus resident halls.
 - Schedule and staff tabling events in resident halls and around campus.
 - Present to residents during hall meetings.
 - Conduct waste audits on targeted resident halls.
 - Dversee quarterly EcoReps meetings.
- Event organizer for Main Street Clean Sweep
 - Dversee planning and implementation of annual clean up events in 20 Central Kentucky communities.

Recruiter/Marketing Assistant

The Newschool Group

- Sourced candidates via Monster, Indeed, LinkedIn, Big Biller, and personal networking.
- Maintained pipelines on Big Biller/Top Echelon system
- Posted job descriptions on job boards, university sites, and the Newschool website.
- Conducted preliminary phone interviews with potential candidates.

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May 2015 - May 2017 Shelbyville, KY

May 2013

Lexington, KY

June 2017 - Present

- Coordinated interview times between candidates and clients.Conducted reference checks
- Responsible for promoting consulting services via Mailchimp, InfusionSoft, LinkedIn, Twitter, and other social media outlets.
- Attended networking events to advocate for the services of The Newschool Group.
- Regularly organized office materials such as potential client lists, event information packets, and office files.
- Assisted in creative projects such as michaelduke.com, thenewschoolgropup.com, presentation PowerPoints, and social media posts.

Grassroots Director

The Madison Coalition

March 2014 – February 2015 Washington, DC

Winter Session 2013

Frankfort. KY

- Responsible for the recruitment, interview, and selection process of interns.
- Managed up to 4 interns ensuring that they met assigned goals and activities.
 - Number of calls and e-mails per day
 - Obtained contact information of community leaders to build target list for engagement
 - Participated in networking events collecting contacts to build target list for engagement
 - Contributed to research requests
- Presented dynamic and informational presentations at political events in effort to gain support from those in attendance.
- Attended networking events to expand awareness of efforts of The Madison Coalition and followed up on leads.
- Conducted research analysis for legislative information in our 34 focus states.
- Made thousands of cold calls to state legislators, business leaders, and community leaders across the country for support and engagement.
- Engaged Members of Congress to support the coalition through lobbying meetings.
- Primary event coordinator for various networking events. Responsible for venue, invitations, and hosting.

Intern for Representative Jim Stewart Kentucky General Assembly

- Monitored progress and conducted research on various pieces of legislation.
- Scheduled constituent meetings
- Provided consultation to constituents on services provided
- Managed and directed correspondence for the Representative
- Organized and filed constituent grievances so that prompt response could be communicated.

Involvement

- Lexington-Fayette Urban County Government Environmental Commission, Commissioner (2021-Present)
- Lexington-Fayette Urban County Government Corridors Commission, Commissioner (2021-Present)
- New Leaders Council, Fellow 2022
- Keep America Beautiful, Young Leaders Advisory Council (2019 Present)
- DiverCity Festival Lexington, Board Member (2018 Present)
- Leadership Lexington, Class of 2019
- U.S. Green Building Council, Kentucky Chapter (2018 2020)

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Portfolio of Similar Projects

Since 2007, Bluegrass Greensource has been working with business, churches, non-profits, and other organizations alike to help make Lexington more sustainable. Since adopting the Green Check program, Bluegrass Greensource has adapted our outreach and promotion for thesuccess of the program to highlight its new focus.

Following is an example of a blog post written for the Green Check program and photos from Green Check events.

An official Green Check scorecard from The Lyric Theatre has been separately submitted.

Welcome Incoming 2022 Green Check Members!

February 8th, 2022

By Noel Osborn

The seventh class of Green Check businesses has officially begun the certification process! These nine local businesses represent a variety of industries and have gone above and beyond in doing their part to make Lexington more sustainable.

Hearing and Speech Center

Local nonprofit, The Hearing & Speech Center, has been working with children with hearing loss and/or speech/language impairments for over 50 years. They serve 70 Kentucky communities and have committed to Green Check certification in an effort to create a healer work environment for their employees and clients.

"The Hearing and Speech Center is interested in creating a healthier work environment for our employees and our clients while making a lasting impact on the world around us. We have already taken steps to lesson our footprint where possible and would love to be a part of a bigger initiative. Being a positive influence on our community is very important to us, as is environmentally sustainability and well being. Becoming Green Check Certified would mean we have the resources to make a difference locally, and spread the word to our patrons all around the state of Kentucky." – Preschool teacher, Jenna Roseman

Learn more about the Hearing and Speech Center at hscky.org

Covington Fragrance Co.

Originating in Covington, Kentucky, the Covington Fragrance Company moved to Lexington in 2021. They offer hand poured vegan candles and other fragrance related items at Greyline

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Station's Julietta Market. Their candle jar recycling program and compost safe packaging are just a couple of ways Covington Fragrance is making the local candle industry more sustainable.

Learn more about Covington Fragrance Co. at covingtonfragrance.com

Bluegrass Death Doula

Bluegrass Death Doula provides death education, end of life planning and support, legacy project, living funeral, vigil planning, home funeral guidance, memorial projects, celebrant, and green funeral consultant services. They also offer green burial consultations and referrals.

"Being ecologically friendly is a huge part of my business. There is very little awareness of how detrimental our current death practices are to the environment. Common funeral practices, like embalming or vaulting the casket, are largely unnecessary. There is an alternative to cremation with much lower carbon footprints. Bodies can even be composted to replenish the earth. One of the reasons I became a death doula is to open a green cemetery in Kentucky. I feel the Green Check Certification will add validity to the mission of my business while also giving me a platform to promote death practice reform." – Owner, Lauren Hunter

Learn more about Bluegrass Death Doula at bgdeathdoula.com

Sayre School

Sayre School is an independent co-educational college preparatory day school serving students age two through twelfth grade. One of the benefits of the Green Check program that Sayre is looking forward to is connecting with other like minded business leaders. "We want to network with other businesses to generate ideas on how to continue progressing our sustainability program," says Barb Milosch, Director of Communications.

Learn more about Sayre School at sayreschool.org

Kids Maketlt Institute

Kids Makelt is a space for educational and training opportunities for students to build skills in Science, Technology, Engineering, Art, and Math. The institute welcomes students from all walks of life and strives to help them "tackle the problems of the future, today".

"We facilitate ecological education and training for youth in the North End and beyond, with a foundational focus on S.T.E.A.M. exposure, environmental stewardship, and citizen-based water quality management practices. We know that when students are exposed early and intentionally to these concepts, students lead healthier, fulfilled lives. Healthy ecosystems start with specialized programming from qualified, diverse facilitators, organizations, and governments, amongst others. This is the opportunity to accomplish that mandate." – Executive Co-Director, Jaria Gordon

Learn more about Kids Makelt at kidskeit.org

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Lexington Children's Theatre

Lexington Children's Theatre is one of the oldest theaters for children in the country. Their long history of commitment to young people's intellectual and cultural enrichment is now leading into their commitment to providing a sustainable future for our community's children.

"We are very interested in being a part of the solution and not contribute to the problem when it comes to the climate crisis that we are facing and we are eager to learn more ways to incorporate greener practices within all levels of the organization. As a company that works for and with young people we believe it is imperative to do all we can to improve the way we move through the world so that we can leave our young people with a brighter future." – Operations Manager, Erin Thompson-McGuire

Learn more about Lexington Children's Theatre at Ictonstage.org

Peer House

Peer House, LLC is an accounting and consulting firm that specializes in internal control improvements, peer-to-peer benchmarking, and forensic accounting. Learning more about waste reduction efforts and opportunities is a high priority for Peer House as they go through the Green Check certification process.

Learn more about Peer House at peerhousecpa.com

Lexington Pavement Sweep

Family owned and operated, Lexington Pavement Sweep (LPS) has provided sweeping and property maintenance services since 1993. While it is currently their busy season with a high demand for ice and snow treatment, LPS is prioritizing their efforts to become a greener business.

"The type of company we are aligns exactly with what the Green Check Certified program and members stand for. Although we are a for profit company, LPS was started and continues to hold as its core founding principal, the desire to keep Central Kentucky as clean and beautiful as possible. Everyday, and at every property we maintain, we see the disregard some people have for their environment, both at the local level and nationally. We take pride in being on the front lines doing all we possibly can to keep our community cleaned of trash and other litter. Being a Green Check Certified company is something we would feel very proud of to show off, as its just another step in showing Lexington we will do all we can, and take part in organizations that help/educate us when we need it." – Operations Manager, Rhys Blackerby

Learn more about Lexington Pavement Sweep at upsweep.com

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Nerd Babes Co.

Nerd Babes Co. is an Etsy shop that turns recycled bottles into custom centerpieces, tikitorches, soy candles, planters, lamps and lighting.

"My entire business is based around sustainability. I make home decor from recycled bottles – lamps, tiki torches, candles, etc. I use locally sourced sustainable wood for my lamps, work with local breweries to upcycle their cans/bottles into candles and use all gently used packaging materials to ship my items." – Owner and CEO, Carrie Johnson

Learn more about Nerd Babes Co. at etsy.com/shop/NerdBabesCo

For more information on Green Check, check out LexingtonKY.gov/GreenCheck.



GREEN CHECK

Home Blog



FEBRUARY 8, 2022 / BLOK

Welcome Incoming 2022 Green Check Members!

Recent Posts



Welcome Incoming 2022 Green Check Members! The seventh class of Green Check businesses has



AUGUST 27, 203

Above is a view of the blog post as seen from the Green Check website.



Above is a photo that was taken on a Wastewater Treatment Facility Tour in 2019.

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Above is a photo taken from the 2021 Green Check Recognition Ceremony.



Above is a photo taken of the 2019 Green Check certified businesses at the Recognition Ceremony.

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835 National Avenue Lexington, KY 40502 bgGreensource.org P (859) 266 – 1572 F (859) 266 – 0264

Proposed Approach

Overview and Demonstrated Ability

Bluegrass Greensource has a strong, well-established reputation with the Lexington (and wider Central Kentucky) business community. Over the years, we have worked directly with businesses to provide presentations, organize volunteer events, conduct waste and recycling audits, and connect businesses (or their employees) with resources that can support their efforts to increase sustainability.

This reputation extends back nearly a decade, to the creation of our first business-focused effort, the Waste Busters program, which encouraged businesses to reduce waste and increase their recycling efforts. Working with the Lexington Fayette Urban County Government (LFUCG), the Waste Busters program evolved into the Live Green Lexington program, which Greensource managed, and which was focused on increasing the number of participating local businesses that were committed to sustainability. After managing the Live Green Lexington program for a few years, it became clear that a new program was needed, one that focused on quality of the sustainability goals and efforts of a business, rather than simply increasing the quantity of businesses with an expressed commitment to become more sustainable, but who were often not actively taking steps to achieve those commitments. Again, working with LFUCG, Greensource staff conducted case studies of programs that existed in other cities and developed a program with a scorecard system and multiple levels (from Member to Gold) of achievement. This program became Green Check, which has since certified over 40 businesses and is entering its eighth year.

Any successful business outreach effort must be built around strong partnerships, relationships, and professional networks. As such, Greensource has entrenched itself in communities where businesses and sustainability intersect. We are an inaugural member of the KY Excel Program and maintain its certification. Additionally, we are an active member of Commerce Lexington, Downtown Lexington Partnership, and the U.S. Green Building Council. Beyond Lexington, we maintain connections with the Kentucky League of Cities, the Kentucky Association of Counties, and many of the surrounding counties' Chambers of Commerce.

Finally, it is our strong belief that, much like with individuals, we must meet a business where they are in their journey to increasing their sustainability. There is no set path or approach that every business must adhere to. Some businesses simply want to implement recycling for the first time in their operations. Other businesses may be part of a larger national or international corporate structure that has aggressive sustainability goals, and their Kentucky-based operations may need help in understanding how they can achieve their goals locally given the complexity of state and local policies and services. Wherever a business is on the path to increasing their sustainability, we bring a high degree of professionalism and work closely with them to understand what their needs and goals are before making recommendations.

Bluegrass Greensource has staff members with experience in recruiting and grassroots organizing. Using these skills, we propose the following to meet the goals laid out by the City of Lexington.

Recruiting New Businesses

We recognize the importance of businesses that hold the Green Check seal be representative of various business sizes and industries. The inclusiveness of such branding sets the Green Check program apart from other sustainability certification programs and optimizes the opportunity for many businesses in Lexington to learn from Green Check while adopting their own initiatives. We also recognize the importance of recruiting businesses that would not represent the typical sustainable establishment for the above reasons.

Bluegrass Greensource believes that Green Check recruitment should be conducted yearround in the forms of event tabling, Green Check sponsored educational events, social media marketing, and paid digital and print ads.

We will focus tabling efforts at business and leadership related conferences to target business leaders who can encourage participation internally at their business and within the wider business community. Tabling events for Green Check will include the branded tablecloth, branded give-a-ways (pens, sticky notes, etc.), a sample of the Green Check scorecard, brochures, and any additional Live Green Lexington items the contract manager sees fit. Past conferences with proven interest in Green Check include Emerge by Commerce Lexington and the annual Women Leading Kentucky conference. Additional conferences may be proposed.

Bluegrass Greensource staff attend about two-to-three business networking events a year. These events are usually hosted by Commerce Lexington, Downtown Lexington Partnership, and Women Leading Kentucky and serve as opportunities to build relationships in the business community. These events also offer the opportunity to expand the Green Check presence through one-on-one networking

After engaging with a business leader interested in applying for Green Check, it has been customary to send follow-up information and make it a point to remind a business leader to apply online at LexingtonKY.gov/GreenCheck. Keeping the application live on the website year-round has made it easier to secure more applicants. By the time the formal recruitment season begins in late September, there are usually two to three applications already in. At this point, Bluegrass Greensource circles back on connections made throughout the year from events and from businesses that emailed with interest that did not apply. Cold emails and calls

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to targeted businesses are also conducted during the formal recruitment season to ensure the contract manager has a variety of businesses to select from for final approval.

Bluegrass Greensource has strong relationships with other sustainability centered organizations such as the U.S. Green Building Council, Keep Lexington Beautiful, LFUCG Environmental Commission, the LFUCG Stormwater Stakeholder Advisory Council, and the Kentucky Excel program. These organizations will be asked to promote the Green Check application to their Lexington business contacts via social media, the Green Check brochure, and/or email and mailing lists.

Two social media posts will be boosted for two weeks at a time during the month leading up to the application deadline. These posts will promote the Green Check program and encourage application. One post for the program and one for the application window. One print ad will be placed in a publication such as Business Lexington or the Lane Report to encourage businesses to apply for Green Check.

Networking and Educational Events

Over the years, Bluegrass Greensource has tested a few models of different outreach events that would connect Green Check businesses with one another and provide a more detailed understanding of sustainability topics. The events that generate the most interest from Green Check business leaders are the facility tours. The Materials Recovery Facility, Town Branch Wastewater Treatment Facility, and East Kentucky Power's Solar Farm are the toured locations that have seen success with the Green Check Program in the past. Bluegrass Greensource proposes hosting two tours a year.

Bluegrass Greensource also proposes coordinating two lunch-and-learn style informational networking events that will provide community business leaders an opportunity to learn more about the Green Check program and connect with Green Check members. The topic of the lunch-and-learn will be selected by the contract manager from a list of topics provided by Bluegrass Greensource. Potential topics include, but are not limited to, Small Business Sustainability, Energy Efficiency, Waste Reduction, and a conversation with Gold Green Check members. Over the years, Bluegrass Greensource has noticed that industry specific information is often requested by member businesses. Lunch-and-learns focused on sustainable restaurants or sustainable retail would bring member businesses together and provide information to those types of non-member businesses in the Lexington community that might not be ready to commit to Green Check certification but would like to get baseline information.

Given that the Green Check recognition ceremony takes place in September and provides a similar platform for promoting the program, the lunch-and-learn events will occur in the Winter and late Spring/early Summer. Bluegrass Greensource will utilize our local partnerships with Commerce Lexington, Downtown Lexington Partnership, and other local business organizations to optimize promotional opportunities. Bringing on one of those entities and

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Green Check businesses as co-hosts will help with promotion as well. The Facebook event created to promote the lunch-and-learn will be boosted one-to-two times in the two weeks leading up to the event. Boosting these events on social media will increase event awareness and attendance.

Participant Recognition

The Bluegrass Greensource Outreach Specialist will work with the contract manager and EQPW team to finalize a social media plan, press release, print and digital ad images, and radio ad scripts to ensure promotion is on brand and able to reach the target audience. Any Green Check recognition ceremony related content that is posted on Live Green Lexington social media accounts will also be posted on Bluegrass Greensource's Facebook, Twitter, Instagram, and LinkedIn pages.

We will order two print ads for business recognition. The ads will promote newly certified businesses and recertified businesses. The print ads will run in publications by publishers such as Smiley Pete that have 104,000 monthly readers.

Radio ads will run on WUKY for one week during primetime weekday and weekend drive time.

The recognition ceremony's Facebook event will be boosted one time for two weeks.

Bluegrass Greensource partners; Commerce Lexington, Downtown Lexington Partnership, and others will be asked to share recognition ceremony information on their pages.

Priority will be given to Green Check certified food establishments when purchasing food and beverages for the recognition ceremony.

During the ceremony, newly certified businesses will receive recognition by accepting their awards, receiving their window sticker, and speaking briefly on their Green Check experience. Recertified businesses will receive recognition at the ceremony by receiving a new window sticker if their Green Check level has changed and by accepting a new award plaque that is labeled "Recertified Green Check Business [insert year]" with the coordinating membership level. Green Check award plaques have been purchased from the same vendor since the first year of certification in 2016. In recent years, award plaque prices have increased. Bluegrass Greensource proposes moving away from the traditional plaques to something more cost saving and environmentally friendly.

Anticipated Challenges

After two and a half years of certifying businesses during the COVID-19 pandemic, Bluegrass Greensource understands the challenges, limits, and certification capacity of each business. That being said, increasing COVID case numbers could prevent some of the items in the scope of work from being completed (i.e. in-person events). If this becomes a problem again,

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Bluegrass Greensource will shift focus from events to providing educational resources and assistance to member businesses.

Another challenge could be getting members of the general public and potential new members to attend the networking/lunch-and-learn events. Bringing on co-hosts for these events and asking more of our partners to share information should help increase attendance. Additionally,

Proposed Modifications to the Scope

In recent years, Green Check businesses have requested information on resources that relate to their specific industries. Resources have included information on other industry specific certification programs, recycling options for items that a particular industry uses in excess, and information on commercial energy efficiency options. Bluegrass Greensource will collect information on subjects like these for our most common business industries in the Green Check program and work with the EQPW team to develop visual resources for the businesses. This content may also be considered for the resources page of the Green Check webpage.

In relation to COVID-19, Bluegrass Greensource will adhere to all guidelines released by the City of Lexington and the CDC. Should the pandemic affect the scope of work, Bluegrass Greensource will communicate with the Contract Manager to address the needs of the program. Many of the aspects of this proposal would not be affected by COVID-19 safety regulations detailed to date, and those that would be can easily be converted to a virtual format.

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GREEN CHECK

BUSINESS NAME:

Lyric Theatre & Cultural Arts Center

DAT	Έ:					6/	30/2	2021
	SUSTAINABILITY SCORECARD	Required	Complete	Planned	Not Planned	N/A	Points	Points Available
	Sustainability Management and the	e Gree	en Tear	n			- -	
S1	Develop a written Comprehensive Sustainability Plan that includes goals in these categories: Sustainability Goals Roles and Responsibilities Policies and Procedures Activities and Impact Timelines			7				25
\$2	Designate a Sustainability Coordinator or Green Team responsible for managing sustainability initiatives.	Yes	7				20	20
S3	Hold quarterly Green Team meetings.					\checkmark		0
S4	Provide time for quarterly updates from Sustainability Coordinator in upper management meetings.		~				20	20
	Awareness, Education and O	utread	:h	-			-	
Ala	Include sustainability tips in a monthly newsletter.	Yes		 ✓ 				15
	OR							
Alb	Provide a sustainability information board in a common area such as a break room or kitchen.	Yes	\checkmark				10	10
A2	Include a sustainability statement and training in all new hire materials.	Yes	~				10	10
A3	Host annual trainings or workshops to educate employees about sustainability issues, policies and procedures.			\checkmark				15
A4	Promote sustainability accomplishments in external marketing materials (website, social media, newsletter, press releases, TV/radio ads).		7				10	10
A5	Highlight sustainability efforts or initiatives at career fairs or career days.							10
A6	Create an annual green employee award to highlight employee sustainability efforts.							10
A7	Provide volunteers for community environmental projects annually.		~				10	10
A8	Host an environmental event at your location.							15
A9	Sponsor an environmental booth at an existing community event.							10
A10	Participate in a present or attend sustainability workshop.				~			10

	SUSTAINABILITY SCORECARD	Required	Complete	Plagd		r	Points	Points Available
A11	Host a Green Check information session.			~				10
	Energy Efficiency	F		F		T		
E1	Assess, track, and document energy consumption using Energy Star Portfolio Manager or similar program.			 ✓ 				20
E2	Establish a power-down policy and checklist that includes items such as shutting off lights at night.	Yes					5	5
E3	Set water heater thermostats to a maximum of 120 degrees or install an inline water heater.			~				5
E4	Apply for energy credits, rebates or incentives.				7			10
E5	Sign up for a green energy program with your electric provider.			7				10
E6	Replace incandescent lights with compact fluorescent lights (CFLs)- 25-50% replacement.							5
E7	Replace incandescent lights with compact fluorescent lights (CFLs)- 50-75% replacement.							10
E8	Replace incandescent lights with compact fluorescent lights (CFLs)-75-100% replacement.							15
E9	Replace incandescent or CFL lights with LED lights 25-50% replacement.							15
E10	Replace incandescent or CFL lights with LED lights 51-75% replacement.							20
E11	Replace incandescent or CFL lights with LED lights 76-100% replacement.							25
E12	Upgrade all Exit signs to LED.							5
E13	Delamp vending machines.					\checkmark		0
E14	Achieve a year-over reduction in energy usage from the baseline of at least 5%.			~				20
E15	Establish a regular filter maintenance policy for your HVAC system.		~				10	10
E16	Have your HVAC system evaluated every 2 years by a certified service provider.		~				5	5
E17	Establish a policy for purchasing that requires Energy Star rated appliances and electronics.			~				10
E18	Establish a dress code that encourages employees to dress for thermal comfort.		~				5	5
E19	Assess energy consumption by conducting a plug load inventory.			\				10
E20	Install power strips for computers and equipment to power down during non-business hours.		~				10	10
E21	Install programmable thermostats and use them to adjust temperature during unoccupied hours.		7				15	15
E22	Install occupancy sensors in bathrooms, meeting room, and other infrequently used areas.		~				20	20
E23	Conduct an energy audit or assessment (within the last three years).			~				10

	SUSTAINABILITY SCORECARD	Required	Complete	Planned	Not Planned	N/A	Points	Points Available
E24	Install or upgrade to energy efficient fans.					$\overline{}$		0
E25	Install energy efficient (i.e. Energy Star) rated windows in all conditioned spaces.		7				25	25
E26	Insulate roof to control energy loss.		\checkmark				25	25
E27	Install efficiency-rated HVAC of minimum standard SEER rating of 14.0.		\checkmark				25	25
E28	Take measures to insulate HVAC system and ductwork to minimize heat loss.		7				15	15
E29	Assess building envelope and address any leaks.			~				10
E30	Perform external lighting audit.					~		0
E31	Daylight work spaces wherever possible.						5	5
	Waste Reduction and Recy	cling						
R1	Implement a basic recycling program.	Yes	\checkmark				10	10
R2	Conduct a waste audit (within the past two years).			~				10
R3	Provide clearly marked recycling bins at work stations and/or in common areas. Recycling bins must be paired with a waste bin.	Yes	7				10	10
R4	Train and require janitorial service or staff responsible for cleaning to segregate waste and recyclable materials.		$\overline{}$				5	5
R5	Use reusable mugs and dishware instead of disposable plates, cups, and utensils.		$\overline{}$				10	10
R6	Establish a policy for environmentally friendly printing such as two- sided printing, reusing copy paper, and electronic document sharing.	Yes	_				5	5
R7	Establish an electronic waste policy that diverts all e-waste away from landfill.			7				10
R8	Create a landfill diversion goal.			7				10
R9	Replace at least 50% of paper stock with post-consumer recycled paper.		7				10	10
R10	Develop or participate in an existing composting program.			7				15
R11	Host, sponsor, or participate in a zero-waste event.			7				15
	Water Conservation							
WC1	Assess, track, and document water consumption using Energy Star Portfolio Manager or similar program.			\checkmark				15
WC2	Conduct a water audit within the last three years. Monitor and record water usage, check indoor and outdoor pipes and fixtures for drips and leaks.		$\overline{}$				20	20
WC3	Establish a policy for purchase of high efficiency (i.e. WaterSense) rated fixtures and appliances.			7				10
WC4	Install water efficient faucets in all of the restrooms.			\checkmark				15
WC5	Install water efficient toilets in all of the restrooms.		\checkmark				15	15

	SUSTAINABILITY SCORECARD	Required	Complete	Planned	Not Planned	N/A	Points	Points Available
	Water Quality	1						
WQ1	Establish a policy for proper hazardous waste and chemical disposal.			\checkmark				10
WQ2	Organize or participate in a storm drain stenciling.			$\overline{}$				10
WQ3	Establish a policy for proper disposal of fats, oils, and grease, distribute to staff, and post in key areas.	Yes	\checkmark				10	10
WQ4	Harvest rainwater through rain barrel system.		\checkmark				10	10
WQ5	Perform a stormwater pollution survey on your property with BGGS staff or other qualified professional.		\checkmark				10	10
WQ6	Establish preventative maintenance program for sanitary sewer lateral lines on your property.		\checkmark				10	10
WQ7	Post information in restrooms about proper disposal of flushable wipes and other items.		$\overline{}$				10	10
WQ8	Coordinate or participate in a community litter clean-up.			\checkmark				10
WQ9	Install outdoor ash trays to prevent cigarette litter, and make pocket ash trays available to staff who smoke.		~				10	10
WQ10	Before washing parking lots, sweep debris/litter and do not use cleaners.					~		0
	Urban Forestry and Landsc	apes			1			
U1	Participate in a community reforestation project.		\checkmark				10	10
U2	Assess the ecosystem services of trees on property using the National Tree Benefits Calculator.					~		0
U3	Establish a sustainability statement for landscape contracts.					$\overline{}$		0
U4	Establish a native species-only plant replacement policy for tree and shrub planting.							0
U5	Remove all invasive species from property.					<		0
U6	Establish an Integrated Pest Management policy to reduce use of pesticides in the landscape.					~		0
U7	Establish environmentally friendly lawn care policies to reduce chemical pesticide and fertilizer use.							0
U8	Plant a pollinator garden.				$\overline{}$			15
U9	Plant a rain garden.		\checkmark				20	20
U10	Audit irrigation system for leaks (within last three years).							0
U11	Adjust irrigation system to water during cool periods.					~		0
	Sustainable Purchasing	9						
SP1	Establish a policy for reducing the toxic chemicals/materials in your workplace.					V		0
SP2	Establish a policy to purchase non-Styrofoam cups and plates for use at the workplace or at events.					7		0
SP3	Establish a policy for purchasing locally, if available.							10

	SUSTAINABILITY SCORECARD	Required	Complete	Planned	Not Planned	N/A	Points	Points Available
SP4	Establish a policy to purchase/lease EPA SmartWay Certified fuel- efficient vehicles.					\mathbf{Y}		0
SP5	Establish a policy for purchasing environmentally-friendly cleaning products.			Y				10
	Transportation Efficienc	y						
TI	Establish an incentives or recognition program to encourage employees to use alternative transportation, such as carpooling, bicycling, or use of public transit.				Image: A start of the start			15
T2	Establish and implement a no-idling policy.	Yes	\checkmark				10	10
T3	Hold an employee seminar highlighting alternative modes of transportation.				~			10
T4	Conduct a commuter or employee transportation survey.				\checkmark			5
T5	Adopt a telecommuting option and make it available to employees.		$\overline{}$				5	5
T6	Designate parking spaces for hybrid vehicles and/or install EV charging stations.					7		0
T7	Install a bike rack with sufficient space for at least 10% of your employees.		7				10	10
T8	Install weather-protected bike storage (indoor or outdoor).		<				20	20
T9	Participate in a bike to work challenge.			\checkmark				10
T10	Place bicycle storage closer than any other designated parking spot.		\checkmark				10	10
T11	Provide employee shower and dressing room facility.		\checkmark				25	25
T12	Apply for a bicycle friendly business award from the League of American Cyclists.			$\overline{}$				10
T13	Offer a group bicycle education/training opportunity.			7				10
	Innovation							
N1	Become LEED certified.		$\overline{}$				40	
N2	Become Sustainable SITES certified.							
N3	Become Green Globes certified.							
N4	Become Energy Star certified.							
N5	Implement zero waste to landfill.							
N6	Install a permeable parking lot.							
N7	Install a green/living roof.		 Image: A start of the start of				40	
N8	Install a green wall.							
N9	Install a 300-gallon or above water catchment system.							
N10	Generate energy from renewable resources such as solar or wind power on-site.							

	SUSTAINABILITY SCORECARD	Required	Complete	Planned	Not Planned	N/A	Points	Points Available
N11	Participate in LFUCG Citizens' Environmental Academy				\mathbf{r}			
N12	Innovation of choice, up to 50 points.		$\overline{}$				50	
*Innova	tion Items N5-N12 display maximum value per category. Partial credit ca	n be	TOTAL	. POIN	TS:		630	1045
given d	epending on participation level.		SCOR	E:			60.	29 %

	ееп спеск вылоет Рі	roposal	
	een Check Budget Pı RFP: # 21-2022		
Add extra rows as needed. Please pro estimated for all staff time and trans estimated spend.	ovide rates and antipated usportation rows. For other	init numbers. Number categories, you may p	of units should be provide an overall
	General Tasks		
Expense	Unit Rate	# of Units	Line Total
staff time (meeting w/ city, reporting		50	3150
transportation co-branded gear*	0.5	250	125 100
other:			0
General Tasks Total			3375
General lasks local			33/5
	Recruiting New Busines		
Expense	Unit Rate	# of Units	Line Total
staff time transportation	<u>63</u> 0.5	75 100	4725 50
promotional costs (ads)*	0.5	100	1000
conference tabling*	250	2	500
Green Check swag*			750
other:			0
Recruiting New Business Total			7025
	ustainability Audits & P	porte	I
Expense	ustainability Audits & Ro Unit Rate	# of Units	Line Total
staff time	70		
transportation	0.5	200	100
other:			0
Sustainability Audits & Reports Tota	l		14100
Expense	Ongoing Support Unit Rate	# of Units	Line Total
staff time	70		15050
transportation	0.5	200	100
outreach materials*			500
other:			0
Ongoing Support Total			15650
Net	working & Informationa	l Events	
Expense	Unit Rate	# of Units	Line Total
staff time	63	100	6300
staff time transportation			6300 47.5
staff time	63	100	6300
staff time transportation venue rental* freed 6 house reat promotional costs (ads)*	63	100	6300 47.5 625
staff time transportation venue rental* food 6 house pot	63	100	6300 47.5 625
staff time transportation venue rental* freed 6 house reat promotional costs (ads)*	63 0.5	100	6300 47.5 625
staff time transportation venue rental* for d G house and promotional costs (ads)*	63 0.5	100	6300 47.5 625 0
staff time transportation venue rental* food 6 house of a day promotional costs (ads)* other: Networking & Informational Events	63 0.5	<u>100</u> 95	6300 47.5 625 0 0 7667.5
staff time transportation venue rental* freed & become ret promotional costs (ads)* ether: Networking & Informational Events Expense	63 0.5 Total Recognition Unit Rate	100 95	6300 47.5 625 0 0 7667.5 Line Total
staff time transportation venue rental* for the terminal costs (ads)* ether: Networking & Informational Events Expense staff time	Total Recognition Unit Rate 63 0.5	100 95	6300 47.5 625 0 0 7667.5 Line Total 4725
staff time transportation venue rental* freed & become ret promotional costs (ads)* ether: Networking & Informational Events Expense staff time transportation	63 0.5 Total Recognition Unit Rate	100 95	6300 47.5 625 0 0 7667.5 Line Total 4725 47.5
staff time transportation venue rental* for the terminal costs (ads)* ether: Networking & Informational Events Expense staff time	Total Recognition Unit Rate 63 0.5	100 95	6300 47.5 625 0 0 7667.5 Line Total 4725
staff time transportation venue rental* freed & become set promotional costs (ads)* ether: Networking & Informational Events Expense staff time transportation food & beverage* awards* brag sheets*	63 0.5 0.5 0.5 0.5 0.5 0.5	100 95	6300 47.5 625 0 0 7667.5 Line Total 4725 47.5 750 2590 645
staff time transportation venue rental* food & become ret promotional costs (ads)* ether: Networking & Informational Events Expense staff time transportation food & beverage* awards* brag sheets*	63 0.5 0.5 0.5 0.5 0.5 0.5	100 95	6300 47.5 625 0 0 7667.5 Line Total 4725 47.5 750 2590
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