

**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 GLEANINGS HOUSING, INC. a Kentucky nonprofit corporation (“Organization”), with offices located at 286 Malabu Court, Lexington, Kentucky, 40502.

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 721 Magoffin Street, located in Lexington, Kentucky (“Property” or “Properties”);

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

WHEREAS, LFUCG issued Request for Proposal (RFP) No. 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 THIRTY-FOUR, NINE HUNDRED AND FIFTY-FOUR DOLLARS (\$34,954) ("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) Magoffin St Triplex Hardscape Project	1) \$34,954

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:

Laura Slaughter, Executive Director
Gleanings Housing, Inc.
286 Malabu Court
Lexington, Kentucky 40502

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

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

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

BY: Linda Gorton
Linda Gorton, Mayor

ATTEST:

Mackenzie Stock
Clerk of the Urban County Council

Deputy

GLEANINGS HOUSING, INC.

BY: Laura Slaughter
LAURA SLAUGHTER, Executive Director

COMMONWEALTH OF KENTUCKY)
)
COUNTY OF FAYETTE)

The foregoing instrument was acknowledged before me this the 14 day of November, 2023, by Laura Slaughter, Executive Director Gleanings Housing Inc. (NAME, TITLE, AGENCY), a Kentucky nonprofit organization.

My commission expires: 12-2-24

Commission number: KY NP 68849

Lisa Gail Gayheart
Notary Public, State-at-Large, Kentucky



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, Laura Slaughter, and after being first duly sworn, states under penalty of perjury as follows:

1. His/her name is Laura Slaughter and he/she is the individual submitting the proposal or is the authorized representative of Gleanings Housing INC, the entity submitting the proposal (hereinafter referred to as "Proposer").
2. Proposer will pay all taxes and fees, which are owed to the Lexington-Fayette Urban County Government at the time the proposal is submitted, prior to award of the contract and will maintain a "current" status in regard to those taxes and fees during the life of the contract.
3. Proposer will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the contract.
4. Proposer has authorized the Division of 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.

Laura Slaughter

STATE OF Kentucky

COUNTY OF Fayette

The foregoing instrument was subscribed, sworn to and acknowledged before me
by Laura Slaughter on this the 13 day
of Sept, 20 23.

My Commission expires: 12-2-26

Lisa Gail Gayheart KY NP 62489
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

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


Name of Business

WORKFORCE ANALYSIS FORM

Name of Organization: Gleanings Housing 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)		Two or more races (Not Hispanic or Latino)		Total	
		M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
Administrators		2	4				1										
Professionals																	
Supervisors		1															
Foremen																	
Technicians																	
Protective																	
Para-Office/Clerical																	
Skilled Craft																	
Service/Mainte																	
Total:																	

Prepared by: Lan Shing

(Name and Title)

Date: 9, 15, 23

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: _____

Complete Address: _____
 Street City Zip

Contact Name: _____ Title: _____

Telephone Number: _____ Fax Number: _____

Email address: _____

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

9-15-23
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

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

	<i>Facility Improvements</i>
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: Gleanings Housing, Inc.

Mailing Address: 286 Malabu Ct., Lexington, KY 40502

Street Address: 286 Malabu Ct., Lexington, KY 40502

Phone: (859) 379 - 9781

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):
Laura Slaughter, Executive Director, 859-229-5839, info@gleaningshousing.org

Person Completing Application (Name, Title, Phone, Email):
Cherice Phelps, Grant Coordinator, 859-967-4383, cherice@gleaningshousing.org

Project Information

Funding Requested by Project, if bundling multiple Projects:

Project: Magoffin St Triplex Hardscape Project Request \$ 34,954
Facility Improvement project

Project: _____ Request \$ _____
Facility Improvement project

Project: _____ Request \$ _____
Facility Improvement project

Project: _____ Request \$ _____
Facility Improvement project

Total Funding Amount Requested: \$ 34,954

- 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.

Section 1: Directly Provide or Indirectly Facilitate the Provision of Services to Low income, Underserved, or Marginalized Lexington-Fayette County Residents – Magoffin Street Triplex Hardscape Project

The mission of Gleanings Housing is to develop and manage safe, affordable rental housing for very low and extremely low-income households in the Lexington area. Rents are based on 30% of household income, which will include utility costs. This type of affordable housing assists in creating economic equity for low-income households by allowing increased expendable monthly income. Gleanings Housing's affordable housing development model focuses on scattered site, small scale multifamily residential housing to increase access to more diverse and resource rich neighborhoods. To successfully meet this mission, Gleanings Housing must cover the gap between rents paid and the cost of housing development and management. The following methods will assist in covering the gap:

1. Creating a 'community' of volunteers, both skilled and unskilled, to help build and/or rehab properties decreases cost of production.
2. Limit debt carried for building or rehabbing by using grants and donations.
3. Create a 'community' of monthly donors to supplement the funds available to cover costs of management. 25 donors giving \$25 a month can cover the monthly cost of one housing unit.
4. Provide case management services for tenants - as needed – to increase their ability to be stable in the unit. It is a goal of Gleanings Housing to have 40% of

rental units available to individuals or families with a history of chronic homelessness.

The Gleanings Housing facility being proposed for improvement is our under-construction triplex at 721 Magoffin Street, Lexington KY 40505. Gleanings Housing has already begun the process to build the triplex. This two-story triplex has one unit with three bedrooms/two baths and two units with one bedroom/one bath. This property will provide housing for three separate households. The 3-bedroom unit will be available for a family with several children. The one-bedroom units will be for households of single individuals or couples.

Each phase has been completed as funding and volunteer labor has been available. The following list outlines the timeline to up to this point.:

- June 2021 – Gleanings Housing purchased lot for \$35,000.
- July 2021 thru October 2021 – Gleanings procured all necessary architectural and engineering plans for construction.
- October 2021 – Gleanings obtained commercial new construction permit (BLD-CNC-21-00068) for triplex.
- October 2021 – Partnered with Southside Technical School carpentry classes to construct framing for the first floor in sections. (To be transported to site)
- January 2022 – completed site preparations and construction driveway.
- March 2022 – began foundation work. Developed partnership with Kentucky Plumbing Department (local contractor) to donate his services to complete water/sewer groundwork and rough-in plumbing for slab.

- April 2022 – Plumbers and Pipefitters Union, Local 452 donated the plumbing materials for groundwork and rough-in for slab.
- May 2022 – Completed the block construction component of foundation. The final phase of foundation will be poured after under slab plumbing/pipework is installed.
- June and July 2022 – sewer/water groundwork and completed concrete pour for foundation.
- September and October 2022 – completed framing of two-story building.
- November 2022 – subcontractors installed rafters.
- January 2023 through April 2023 – volunteers with some subcontractors installed metal roof, windows, doors, and porches.
- May 2023 – plumbing rough in was installed by volunteers and inspected.
- April through August 2023 – volunteers installed siding. Electrical volunteers installed rough-in wiring, electrical boxes. Inspection waiting on final needs of HVAC units.
- August 2023 to present – HVAC volunteers are installing ductwork, exhaust venting. All HVAC units have been purchased. Due to the present workload of volunteers, HVAC rough-in installation will not be complete until late October 2023.
- Gleanings Housing has already secured funding to complete the remaining interior finish work including insulation, drywall, interior doors, flooring, trim and molding, paint, kitchen cabinets, lights, and bathroom fixtures. We have

volunteers to assist with necessary installation. This work will occur after rough in inspection.

The only items remaining for Magoffin triplex to obtain certificate of occupancy involves the completion of hardscape for exterior of triplex. The hardscape includes driveway, parking lot, sidewalks, porch steps and privacy fence. This is an area of need.

Compliance with Appropriate Regulations

Gleanings Housing is in good standing with the Kentucky Secretary of State (see Addendum A Annual Report) and has a Gold Seal of Transparency.

Gleanings Housing, as the contractor, will make a concerted effort to include Minority-Owned (MBE), Woman-Owned (WBE), Disadvantaged Business Entities (DBE), and Veteran-Owned Business as subcontractors or suppliers in their bids. Gleanings Housing will remain in compliance with submitting all proper paperwork and documentation of inclusion. (See Equal Opportunity Agreement in Addendum B and Affidavit and General Provisions in Addendum C).

As Gleanings Housing is a volunteer organization, there are no paid employees. All volunteers are welcome. Volunteer opportunities are publicly displayed on organization website, Facebook events/page, through faith organizations and through any other person interested in the mission of Gleanings Housing. (See Addendum D for organization workforce).

Section 2: Demonstrated Need

Fayette County continues to experience a shortage of housing stock and the cost of housing continues to escalate. As a result, rental housing that is affordable for

lower income families and individuals has been nearly eliminated. Gleanings Housing, Inc. was established to help provide affordable housing within the Central Kentucky area. The organization works to develop and manage rental housing that will provide housing with rent based on household income. According to Lexington-Fayette Urban County Government Consolidated Plan of 2020, there were 35,280 households that rent in Lexington whose incomes are at or below 50% of the AMI. These are our very low and extremely low-income households. Of 35,280 households, 37% (13,335 households) are paying more than half their income on rent and 19% (6725 households) are paying between 31% to 50% of their income in rent. These households are severely cost burdened or cost burdened, according to HUD standards. Such cost burdening increases the risk of homelessness and leads to many households doing without other necessities just to pay the rent.

Obtaining funding through facility improvement grant to complete the hardscape of Gleanings Housing triplex aligns perfectly with the mission and objectives of Gleanings Housing. The hardscape of driveway and parking lot are required to obtain a certificate of occupancy for the triplex. We will not be able to rent the units out, even if the triplex building is complete without having a driveway and parking lot. Obtaining the certificate of occupancy will allow Gleanings Housing to provide three low-income or very low-income households with secure and stable housing affordable on their income. Completing this project without debt – through the reimbursement of costs keeps ongoing costs of property management, utilities, and maintenance low enough to be covered by 30% rent payments and our monthly donor support process. Affordable housing is the foundation for building a community that prospers. Affordability of

housing affects several aspects of a person's life and overall well-being. Gleanings Housing, Inc. has a mission to provide the communities of Lexington with more than just construction. Gleanings offers case management via a social work professional, as a part of the rental process and ongoing mission to aid tenants in increasing their circle of community connections within the local infrastructure and supports. Use of our prosperous community ideal and mission pushes our nonprofit to seek out the advancement of work, education, and health monitoring of our clients.

When housing is closer to economic assets or resources within the city of Lexington there is a greater likelihood for residents to obtain better paying employment. The increased access to competitive pay increases the potential for expendable income and financial security. Without affordable housing in areas with access to resources, people are forced into marginal employment and housing instability. It has been shown in various Health Impact Assessments (HIA) that a person's overall health and the health of their family will be adversely affected through the many stressors related to housing that consumes more than 50% of a person's monthly income.

Prosperous communities create more effective opportunities for a learning environment for children. When communities have housing available for all spectrums of income, then the jobs that are within the community can be held by those residents. Working with a case manager, the client can interact with a professional who is trained to appropriately address the lack of educational and health resource connectedness for those Gleanings' client households. This project fits with the broader mission of affordable housing development in scattered sites to connect to resource rich

neighborhoods. The triplex on Magoffin St. is in Loudon Park subdivision. Loudon Park has traditionally been a neighborhood of low to moderate income households with a mixture of both owner occupied and rental residential properties. It is a neighborhood presently experiencing revitalization. Per research performed by Gleaning Housing on the Fayette County Property Valuation Administrator website (2022), properties have changed hands between 2018 and 2022 resulting in significant increases in property costs. Within a one block radius of the lot, houses sold for \$62,000 to \$65,000 in 2018 and resold in 2020/2021 for \$107,000 to \$298,000. Often, lower income households lose their place in neighborhoods when revitalization happens due to increased rental costs. Developing affordable housing in gentrified neighborhoods increases the potential for long-term rental residents to remain in their neighborhood and experience the benefits of revitalization. This project opens the possibility for potentially displaced neighborhood families to stay in their community while providing safe and functional housing. See Addendum E for site plan, Addendum F for landscape plan and Addendum G for building permit issues by Lexington Fayette Urban County Government.

Section 3: Applicant Capacity for Project

Gleanings Housing Construction Committee lead by Don Vanzant has successfully transformed an empty lot into a two-story residential structure. The construction committee members have already successfully obtained bids and had work completed by subcontractors for various aspects of the construction, such as roof rafter installation. (See Addendum H for photos of construction process and triplex)

Organization Staff Credentials

This project will be directly under the supervision of the Construction Committee. The Construction Committee has the following committed members, whose collective experience allows Gleanings Housing to function as a licensed general contractor in Fayette County, #19088. Below is a brief description of individual committee member capacity (resumes are also submitted as addendums in application L)

Mr. Chris Oney is Gleanings Housing Board Treasurer. He has the following construction experience:

- Three years structural engineering laboratory testing technician (S&ME) completing the following work experience: Soil testing, Concrete strength testing, Field sample procurement, Jobsite safety monitor.
- Present position at S&ME, engineering firm, as Learning and Development Specialist with following job experience: Safety training designer, Leadership development and team design, Onsite safety coordination.
- Personal Construction/installation Experience: Home construction - Single family residential home, Internal remodeling and repair various projects, Pool installation and fence installation.

Rev. Dr Don Vanzant is a retired pastor, volunteering with Gleanings Housing as Construction Committee Chair, having the following construction experience:

- Volunteer Leading - 1991 -2007: Leadership of 16 mission builds of renovations and new house builds in Appalachia and Mexico. Responsibilities and skills included: Planning of trip; promotion; leadership team formation; policies and procedures; delegation of leadership; on-site construction

management; construction issues problem solving; communication; and event celebration.

- President of Woodford County Kentucky Habitat for Humanity 2019-2001.
Included: church relations; family selection; community promotion; build communication; day-by-day presence at build; construction problem resolution.
- Personal Construction History - General Contractor responsibilities: Selected lot for home, worked with owner for desired blueprints, secured permits from local zoning & health department, let out bids for all framing, finishing, grading, and mechanicals; secured signed contracts for all, daily contact and supervision of contractors as work progressed, met with owners weekly to make needed decisions and keep them current on build, managed the payment of all invoices, scheduled and attended all inspections, and worked with engineers and architect on changes and issues encountered.
 - 2007 General Contractor of 2373 Rockminster Rd. Lexington, 40509, single family home, 3500 Sq.ft.
 - 2008 General Contractor of 3369 Sweet Clover Lane, Lexington, KY 40509, 1500 sq ft. spec. house.
 - 2008 General Contractor of 3365 Sweet Clover Lane, Lexington, KY 40509, 1500 sq. ft. spec. house.
 - 2002 General Contractor of 152 Seahawk Trail, Midway, KY 40347, single family home, 3400 sq. ft.

- 2016 General Contractor of 1009 Forrest Court, Versailles, KY
40383, single family home, 3300 sq. ft.

Mr. Bradley Beach is a retired Project Manager from Lexmark and IBM volunteering with Gleanings Housing having the following construction/property management experiences:

- He has been a managed several rental residential properties for 25 years with the responsibility of overseeing all required rehabilitation/professional maintenance of properties; including obtaining contractor bids, oversight of work completion for all properties, tenant management. He provides for rental units personal labor for regular maintenance, carpentry work for interior remodeling – flooring, bathroom fixture installation, cabinetry,
- In 1990 he purchased property with the intent of building a vacation home on Lake Cumberland. In 1994 he purchased plans for a 1400 sq. ft. vacation home. He completed all general contracting responsibilities for construction hiring the following professionals to do the following work; Excavation for a walk out basement, concrete block and concrete flooring for the basement, all plumbing and septic system, and electrical work. All wood construction for first and second floors, including roofing, and cedar siding was done by himself with the assistance of his two teenage sons. It took two years to complete the construction.
- In 2017, he built a 600 square ft. garage near the vacation home. The framing, roof construction, and siding were done by himself and two sons. The electrical work was done by an electrician.

- He has also volunteered on several Habitat for Humanity builds and overseas mission constructions teams.

Mr. Tod Slaughter is a retired licensed Plumber, journeyman, and licensed HVAC technician with 30 years of experience in both construction and HVAC service work as a member of the Local 452, Plumbers and Pipefitters Union. He brings to the Gleanings Housings construction committee his professional work experience, as well as the following personal construction experience:

- He has remodeled, from the studs up, 2 residential bathrooms in two different homes.
- He has remodeled the outside of one residence; installing 10 windows, two external doors, all siding and built a covered porch.
- He has remodeled from studs the second story of Cape Cod style home including bathroom with radiant heat, two bedrooms and hallway/bonus area.
- He has installed and repaired numerous HVAC systems for family and friends.

Laura Slaughter, Executive Director – functioning as Board liaison.

In addition to the Gleanings Housing construction committee experience. Gleanings Housing has developed a consulting/advisory relationship with professional general contractor with increased experience and connections within the construction industry.

Mr. Justin Jeffries, Senior Project Manager/Partner at Andover Construction LLC.

has the following expertise available to Construction Committee:

- Andover Construction LLC, Lexington, KY June 2013-Present Role - Sr. Project Manager/Partner - duties include: Site Supervisor on multifamily and

residential housing projects; Manage office staff and complete cost coding, estimates, and scheduling; Lead a team of Assistant Project Managers; Build solid relationships with clients and investors; Mentor to new Project Managers and interns.

- Andover Construction LLC, Lexington, KY June 2011-2013 – Role of Assistant Project Manager/ Builder, duties include: Assisting Project Manager with daily activities; Developing quantity take-offs and estimates; Oversees project purchases & deliveries; Daily subcontractor relations; Cost coding of invoices.
- Cahoon D&B, Bowling Green, KY Fall 2009-May 2011 – role of Project Assistant, duties include: Supervised construction team members; Determined quantity take-offs and estimates.
- Tom Champion Construction, Evansville IN June 2008-August 2009 – role of Construction Worker/Framer, duties include: Gained hands-on experience concerning residential framing; Teamed with crew to complete projects; Organized job site materials and equipment.
- Emerald Builders Inc., Evansville IN August 2004-2007 – role of Construction Worker, duties included: Assisted in the construction of Insulated Concrete Form houses; Updated contractor on progress and communicated project timelines; Built the Evansville Living Magazine “Idea Home”.
- Mr. Jeffries received in Spring of 2011 a Bachelor of Science in Construction Management at Western Kentucky University in Bowling Green, KY

Management and administration of the grant will be overseen by the finance committee. The financial management will be overseen by the following people. Their years of expertise with financial project management will enable the organization to remain compliant with necessary guidelines while completing the project. They will be responsible for ensuring all projects are completed prior to April 30, 2025.

- Chris Oney has a background in business with an engineering firm. He has experience in construction. He will be responsible for the purchases to complete the project. During the project, he will be issuing payments for all materials, pay subcontractors and purchase any ancillary equipment necessary to complete the capital project.
- Cherice Phelps has been working on post award administration for grants for over 15 years. She has experience working with federal and state funded award. She will be instrumental in assisting with the budget and project reports. She is currently a member of the board for Gleanings Housing.
- Laura Slaughter has extensive experience in human services program operations. With the grant, she will have financial oversight with in-depth knowledge concerning the materials, personnel and ancillary cost to complete the building projects. She serves as the executive director for Gleanings Housing which was established in August 2020.

All of Gleanings Housing Inc's activities and programs are managed by a working Board of Directors. The Board oversees five different committees which direct the day-to-day operations of the organization: finance committee, construction committee, engagement and stewardship committee, grants committee and property management

committee. The Executive Director operates as the Board chair and coordinates committees' activities to provide implementation of programs and services which meet the mission and vision of the organization. The Executive Director is presently a 20-hour week volunteer position held by Laura Slaughter. Mrs. Slaughter has worked as a Licensed Clinical Social Worker (LCSW) in her own private practice for the last ten years. She has decreased her private practice hours by half to meet the commitments of Executive Director of Gleanings Housing. She brings the following experience to the project:

Mrs. Slaughter has had the following experience with grant funded projects:

1. Program Director of grant funded Juvenile Truancy Mediation program (June 2000 – Aug 2001) through the Presbyterian Child Welfare Agency; with duties of daily financial compliance/management of grant per agency protocols, direct services mediation, seeking continued funding; supervision of assistant mediator.
2. Administrative Assistant to grant funded Girls in Science program (June 1999 – April 2000) through Center for Drug and Alcohol Research, University of Kentucky; with duties including; Assist with producing reports including grant activity reports, payout reports, and other reports as needed for the program director and CDAR grant administrative staff; Support staff with administrative tasks related to compliance, program documents, ordering/processing materials and supplies for program activities.

Mrs. Slaughter has the following experiences with compliance management for a variety of government and quasi-governmental agencies:

1. Owner of Laura Slaughter, LCSW LLC (June 2011 through present) oversees the business compliance for insurance and billing for Medicare, Kentucky Medicaid, and other regulatory practices required by HIPPA.
2. Director of BETA (June 2009 through June 2011), a long term residential/ halfway house program for adult men in recovery from substance abuse issues. She oversaw the day-to-day operations of the program for both the facility management and treatment modality for the residential program. She was responsible for all program activities and facilities ensuring all followed local, state, federal and JACHO requirements.

(See Addendum I of all resumes for volunteer staff and committee members).

Section 4: Operational Feasibility

Gleanings Housing has completed the exterior structure including siding. The rough in plumbing for all three units has passed inspection. Electrical rough in has been completed except for final electrical wiring for external HVAC condensers. Our present professional HVAC volunteers are working to install ductwork at this present time and target completion in mid-October of 2023. Once rough in approval has been obtained, Gleanings Housing has secured funds from private donors to complete the remaining interior finish work including insulation, drywall, interior doors, flooring, trim and molding, paint, kitchen cabinets, lights, and bathroom fixtures. We have volunteers to assist with necessary installation. The anticipated completion date for triplex is April of 2024 and it will be debt free.

The Gleanings Housing hardscape project will coincide with interior work. The plan for layout of work will be directed by the landscape plan and site plan submitted to

LFUCG with modifications of decreased parking spaces as required by new 2022 ordinances – dropping the parking space requirements for affordable housing developments. We will have one parking space per unit, rather than the parking space per bedroom. requirement. The project will begin with obtaining quotes for tree removal and construction of asphalt driveway and parking lot. Quotes to complete concrete work for driveway apron, sidewalk and porch steps will also be obtained. Once the bids have been obtained. The construction committee will review all bids and determine the most appropriate bid. Once the contracts and agreements between the subcontractor and Gleanings Housing have been completed, the work on tree removal will begin. There are two trees directly in the area identified for fence. These two trees will need to be removed prior to any work on site due to the potential of tree removal requiring a bucket truck. It is appropriate to have any large equipment access site on our construction driveway prior to installation of permanent driveway to avoid damage to new concrete and asphalt work. Once trees are removed, excavation of driveway and parking lot will begin. All work will be completed by a professional contractor. Once excavation is completed a layer of stone foundation is applied to the driveway and parking lot. Asphalt applications are weather dependent and usually not performed during winter months. The driveway apron, sidewalks and porch steps will be concrete. A professional contractor will complete the steps and sidewalks after excavation is completed. The curb will be cut out and reformed with an apron made of concrete between the street and sidewalk. The steps and sidewalks will be completed during the winter months. The final layer of asphalt will be poured onto the driveway and parking

lot, if not completed before mid-December, in early spring. The driveway apron will be completed last.

A 290-foot privacy fence will be located on three sides of the property. It will begin along the driveway as identified in the Landscape plan. It continues along the back of lot ending on the opposite side of lot even with porch. The fence will be installed using volunteer labor and be built from standard wood fencing.

The timeframes listed below are estimations that are only accurate barring outside influence such as weather, illness, economic changes, or other reasonably unforeseeable events.

Narrative Timeline for Hardscape work on Magoffin triplex landscape

1. *November 2023*

After the grant award, Gleanings Housing construction committee will obtain quotes for tree removal and driveway/parking lot installation. Contractor will obtain permit for driveway and parking lot installation. Once the trees are removed, we will begin excavating the driveway and parking lot.

2. *December 2023*

As soon as excavation is complete, a 4" layer of DGA will be laid and the compacted followed by a second 4" layer of DGA to be laid and compacted.

Depending on the weather, a 2" layer of Bituminous base will be poured.

Gleanings Housing construction committee will obtain bids for concrete work on porch steps and sidewalks.

3. *January 2024*

Once contracts are signed and completed for sidewalks, steps and apron, the work can begin. Sidewalks and steps will be completed first. Work is weather dependent.

4. February 2024

Gleanings Housing construction committee will obtain bids for driveway apron installation. A contractor will be chosen, and necessary permits will be obtained.

5. March 2024

The final layer of asphalt will be installed on the driveway and parking lot. After the final compaction roll is completed on asphalt, the concrete apron will be installed.

6. April and May of 2024

Once the interior of triplex is completed and certificate of occupancy has been obtained, Gleanings Housing volunteer crew will begin work on privacy fence.

The installation is expected to require five to six full workdays for a volunteer crew of four people. A permit for the fence will be acquired. The fence perimeter will have 4x4 posts installed with concrete base at intervals of 7 and ½ feet.

Once posts are erected, volunteers will plank fencing. The privacy fence offers security and an opportunity for tenant families to enjoy outdoor area.

Section 5: Cost Analysis.

The costs for exterior landscaping requirements of driveway, three parking space parking lot, two sidewalks with porch steps and three-sided privacy fence with appropriate landscaping will be provided by local contractors and suppliers, thus are reasonable for Fayette County market.

Budget Narrative for Hardscaping of Magoffin Triplex

The cost for installing a driveway, parking lot, two sidewalks with porch steps and privacy fence on three sides of lot at 721 Magoffin triplex will total \$34,954.00.

1. Tree removal (\$3,700.00) - There are two trees that require removal to install privacy fence along the property boundaries on left and right side of property. There is a hackberry tree on the left side of property that needs to be removed and a mulberry tree on edge of property on right side that needs to be removed. The mulberry tree hangs over neighbor's shed, which will increase difficulty of removal and the price for removal. Cost based on estimate obtained by from Buck'in It Up Tree Service on 9/12/2023. (See Addendum J for estimate)
2. Driveway and Parking Lot (\$24,070.00) - LFUCG code also requires off street parking for multifamily dwellings. Due to new code modifications established in 2022, affordable housing multifamily properties require only one parking space per unit. All off street parking for multifamily properties must be behind structure.
 - A. Asphalt driveway and parking lot - A subcontractor will excavate to a depth of approximately 9 inches a 10 ft x 140 ft driveway with 3 parking spaces at 18 ft x10 ft wide situated behind the house, with spoils removed. The parking lot will have a turnaround space connected to the driveway. The entire area will have a base layer of GDA 4 inches deep, a second layer GDA 4 inches deep, 2-inch layer of asphalt followed by a 1 ½ inch layer of Class 1. Each layer will be compacted prior to application of the next layer. Estimate obtained by Lexington Blacktop on 9/11/2023 for work = \$22,850. (See Addendum K for estimate). Due to changes in oil prices which effect asphalt costs and

anticipation of increase in costs come spring of 2024, the final 1 ½ inch of Class 1 asphalt additional 50 cents per square yard. The 240 yards of Class 1 asphalt @\$0.50 per yard = \$120.00. Total cost of asphalt driveway and parking lot = \$22,975.00.

- B. Concrete Apron – The driveway apron will be completed by subcontractor. The subcontractor will cut out 150 inches of curb between the two storm drains, excavate the 3-foot area between sidewalk and curb by hand, build the forms to reform curb and concrete paving between street and sidewalk to begin driveway. The cost of labor is estimated at \$30 an hour. Work is expected to require 24 hours of labor. Labor cost for apron is 24 hours @ \$30/hour = \$720.00. The cost of materials is calculated as follows: 1 cubic yard of concrete @ \$180 = \$180, 2 cubic yards of gravel/stone @ \$70 = \$140, 10 2x4x8 @ \$3.98 = \$40, and one 4x8 concrete reinforcing wire mesh panel @ \$15 = \$15. Total cost for driveway apron = \$1095.00.

3. Sidewalks with Porch Steps (\$2,427.00) - For tenants to safely access the apartment entry doors, a sidewalk is needed from driveway to front porch and from parking lot to back porch. The front porch will require a one-step concrete staircase to safely access the porch from the ground. The back porch will require a two-step concrete staircase to safely access the porch from the ground.

- A. The sidewalks will be 3 1/2 feet wide with the front walk being 15 ½ feet long and back sidewalk being 6 feet long. The labor for the sidewalks will require hand excavation, building molds for poured sections of walk, spreading aggregate and hand pouring concrete. Labor is estimated at 24

hours at \$30 per hour = \$720. The cost of materials is calculated as follows;

1 cubic yard of concrete @ \$180 = \$180, 3 cubic yards of gravel/stone @ \$70 = \$210, 12 2x4x8 @ \$3.98 = \$48, and 3 4x8 concrete reinforcing wire mesh panel @ \$15 = \$45. Total cost for sidewalks = \$1203.00

B. There are two staircases, each set attaching to a porch, that will be poured on site by subcontractor after building form and preparing site. Each step will be 7 inches high and 11 inches wide. Labor is estimated at 20 hours at \$30 per hour = \$600. The cost of materials is calculated as follows; 1.5 cubic yards of concrete @ \$180 = \$270, 3 cubic yards of gravel/stone @ \$70 = \$210, 6 2x4x8 @ \$3.98 = \$24, 2 4 ft x 8 ft pieces of plywood @ \$26 = \$52, 1 roll of 6 in aluminum flashing at \$18.00 per roll = \$18, and 2 4x8 concrete rebar wire panel @ \$25 = \$50. Total cost of steps = \$1224.00.

4. Three-sided privacy fence (\$4,757.00) - A 6 ft privacy fence is required on three sides of property surrounding the driveway and parking lot, per site plan/landscape plan accepted by LFUCG. All labor for fence will be completed by volunteers. The following materials are needed for construction of privacy fence on three sides of the lot; 38 4x4x12 treated wood posts @ \$19.00 = \$722, 72 bags of 50lb concrete @ \$4 = \$288, 38 fence panels @ \$85 = \$3,230, 4 tons of gravel @ \$75 = \$300, 4 5 lb 3" wood screws @ \$54.32 = \$217. Total cost of privacy fence = \$4,757.00.

Line-Item Budget

Gleanings Housing Hardscape Project for Triplex						
		Hours/Pieces	Rate	Subtotal	Category Total	Total
	Hardscape Project					\$34,954.00
1	Tree removal	2			\$3,700.00	
2	Driveway & Parking Lot				\$24,070.00	
2A	Asphalt			\$22850.00		
		240	.50	\$120.00		
2B	Labor	24	\$30.00	\$720.00		
	Concrete	1	\$180.00	\$180.00		
	Stone	2	\$70.00	\$140.00		
	2x4	10	\$3.98	\$40.00		
	Wire mesh	1	\$15.00	\$15.00		
3	Sidewalks and Steps				\$2,427.00	
3A	Labor	24	\$30.00	\$720.00		
	Concrete	1	\$180.00	\$180.00		
	Stone	3	\$70.00	\$210.00		
	2x4x8	12	\$3.98	\$48.00		
	Wire mesh	3	\$15.00	\$45.00		
3B	Labor	20	\$30	\$600.00		
	Concrete	1.5	\$180.00	\$270.00		
	Stone	3	\$70.00	\$210.00		
	2x4x8	6	\$3.98	\$24.00		
	plywood	2	\$26.00	\$52.00		
	flashing	1	\$18.00	\$18.00		
	rebar	2	\$25.00	\$50.00		

4	Fence				\$4,757.00	
	Wood post	38	\$19.00	\$722.00		
	concrete	72	\$4.00	\$288.00		
	panels	38	\$85.00	\$3,230.00		
	gravel	4	\$75.00	\$300.00		
	screws	4	\$54.32	\$217.00		

Gleanings Housing 2023 Budget

INCOME		Budget
Monthly Contributions	\$	15,750.00
Grant Money	\$	48,500.00
Fundraising income	\$	18,000.00
Donations	\$	72,000.00
Income based rent (est.)	\$	20,000.00
Other		
Total Non-Operating Income		\$ 174,250.00
Total INCOME		\$ 174,250.00
EXPENSES		
Operating Expenses		
Accounting and Legal	\$	650.00
Fundraising	\$	2,000.00
Marketing (7.5% of income)	\$	1,181.25
Insurance	\$	3,884.00
Construction	\$	130,000.00
Taxes and Licenses	\$	500.00
Utilities	\$	9,000.00
Administrative Costs	\$	2,000.00
Property Maintenance	\$	30,000.00
Total Operating Expenses		\$ 179,215.25
Total EXPENSES		\$ 179,215.25
NET INCOME		\$ (4,965.25)

Addendum A

Commonwealth of Kentucky
Michael G. Adams, Secretary of State

1107377
Michael G. Adams
KY Secretary of State
Received and Filed
5/9/2023 1:00:09 PM
Fee receipt: \$15.00

NARP

Michael G. Adams
Secretary of State
P. O. Box 1150
Frankfort, KY 40602-1150
(502) 564-3490
<http://www.sos.ky.gov>

**Annual Report
Online Filing
For the Year 2023**

ARP

Company: GLEANINGS HOUSING INC
Company ID: 1107377
State of origin: Kentucky
Formation date: 8/6/2020 12:00:00 AM
Date filed: 5/9/2023 12:58:28 PM
Fee: \$15.00

Principal Office

286 MALABU COURT
LEXINGTON, KY 40502

Registered Agent Name/Address

LAURA SLAUGHTER
286 MALABU COURT
LEXINGTON, KY 40502

Current Officers

Vice Chairman	Carol Sanders	1109 Winburn Dr. Lexington KY 40511
Chairman	Laura Slaughter	286 Malabu Ct. Lexington KY 40502
Secretary	Jake Tecau	3504 Windgate Way Lexington KY 40517
Treasurer	Chris Oney	212 Whispering Brook Dr. Nicholasville Ky 40356

Directors

Director	Jill Williams	7306 Outer Loop Louisville KY 40228
Director	Lisa Satin	2172 Island Dr. Lexington KY 40502
Director	Cherice Phelps	113 Venice Park Lexington Ky 40503
Director	Tiffany Daugherty	38 Oxford Ln., Mt. Vernon KY 40456
Director	Chad Sterrett	3351 Cove Lake Dr. #83, Lexington KY 40515

Signatures

Signature	Laura Slaughter
Title	Executive Director

**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 THE LIVING ARTS AND SCIENCE CENTER, a Kentucky nonprofit corporation (“Organization”), with offices located at 362 North Martin Luther King Boulevard, Lexington, Kentucky 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 362 North Martin Luther King Boulevard, located in Lexington, Kentucky (“Property” or “Properties”);

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

WHEREAS, LFUCG issued Request for Proposal (RFP) No. 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 SIXTEEN THOUSAND, FIVE HUNDRED DOLLARS (\$16,500) ("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) ADA Accessible Entry	1) \$16,500

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:

Jeanette Tesmer, Executive Director
The Living Arts and Science Center
362 North Martin Luther King Boulevard
Lexington, Kentucky 40505

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

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

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

BY: Linda Gorton
Linda Gorton, Mayor

ATTEST:

Deputy Markenia Stock
Clerk of the Urban County Council

THE LIVING ARTS AND SCIENCE CENTER

BY: Jeanette Tesmer
JEANETTE TESMER, Executive Director

COMMONWEALTH OF KENTUCKY)
)
COUNTY OF FAYETTE)

The foregoing instrument was acknowledged before me this the 28 day of November, 2023, by Jeanette Tesmer
Executive Director (NAME, TITLE, AGENCY), a Kentucky nonprofit organization.

My commission expires: 2-6-2025

Commission number: KYNP22767

Raines Mink
Notary Public, State-at-Large, Kentucky

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, Jeanette Tesmer, and after being first duly sworn, states under penalty of perjury as follows:

1. His/her name is Jeanette Tesmer and he/she is the individual submitting the proposal or is the authorized representative of The Living Arts & Science 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.

342 N. Martin Luther King Blvd

STATE OF Kentucky

COUNTY OF Fayette

The foregoing instrument was subscribed, sworn to and acknowledged before me by Jeanette Tesmer on this the 20th day of September, 2023

My Commission expires: 11/18/2026

Susan Garner Gill
NOTARY PUBLIC, STATE AT LARGE



Susan Garner Gill
Notary Public ID No. 62934
State at Large, Kentucky
My Commission Expires on 11/18/26

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

The Living Arts & Science Center
Name of Business

WORKFORCE ANALYSIS FORM

Name of Organization: The Living Arts & Sciences Center

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)		Two or more races (Not Hispanic or Latino)		Total	
		M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
Professionals	8	1	6				1									1	7
Supervisors																	
Foremen																	
Technicians																	
Protective																	
Para-																	
Office/Clerical																	
Skilled Craft																	
Service/Mainte																	
Total:																	

Prepared by: Juan A. J. Executive Director Date: 9/20/22
 (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: The Living Arts & Sciences Center

Complete Address: 362 N Market St Lexington 40508
Street City Zip

Contact Name: Jeanette Tesma Title: Executive Director

Telephone Number: 859-252-5222 Fax Number: _____

Email address: jtesma@laselva.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;

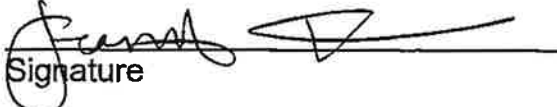
- (c) Late payment or nonpayment of bills for labor, materials, supplies, or equipment furnished in connection with a contract for construction services as evidenced by mechanics' liens filed pursuant to the provisions of KRS Chapter 376, or letters of indebtedness received from creditors by the purchasing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

9/20/23
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

	<i>Facility Improvements</i>
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: The Living Arts & Science Center

Mailing Address: 362 N. Martin Luther King Blvd Lexington Ky 40588

Street Address: "

Phone: (859) 252-5222

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):
Janette Tesmer, Executive Director, 859-252-5222, jtesmer@lasche.org

Person Completing Application (Name, Title, Phone, Email):
Alyssa McKenzie, Development Director, 859-252-5222, amckenzie@lasche.org

Project Information

Funding Requested by Project, if bundling multiple Projects:
Project: ADA Accessible Entry Request \$ 16,500
Facility Improvement project

Project: Outdoor classrooms/courtyard & stage Request \$ 33,975
Facility Improvement project

Project: _____ Request \$ _____
Facility Improvement project

Project: _____ Request \$ _____
Facility Improvement project

Total Funding Amount Requested: \$ 50,252

- 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.

RFP #37-2023 Facility Improvements

The Living Arts & Science Center - Project Narrative

Project 1 ADA Accessible Entryway

Project 1 Amount Requested: \$16,550.00

Section 1: Directly Provide or Indirectly Facilitate the Provision of Services to

Low income, Underserved, or Marginalized Lexington-Fayette County Residents

1. LASC is located in and serves constituents in Fayette County.
2. Attached non-profit tax status
3. LASC is registered with GuideStar
4. If awarded, funds will not be used for teaching, advancing, advocating, or promoting religion.
5. LASC will comply with all applicable local, state, and federal laws

Section 2: Demonstrate Need

1. The Living Arts & Science Center's mission is to engage the community in participation in the arts and sciences through education, discovery, exploration, and creativity. This is accomplished through hands-on and interactive instruction in arts and science directly from professional educators and active artists and scientists. Activities include collaborative experiences for the community, educational programs in schools, community centers, and other venues as well as free programming for all members of the Central Kentucky community. The LASC also offers education tailored to special needs, at-risk, and under-served children and adults by serving educational opportunities for the majority of Title 1

area schools. The principle goals we seek to achieve are: 1) to ensure that LASC is an innovative resource for education in the arts and science for audiences of all ages, 2) to expand audiences through outreach initiatives and 3) to ensure access to educational opportunities for underserved children and their families. The proposed project will enhance our ability to deliver programming to all Fayette County residents, as well as provide a safe environment for them and for patrons. Our original building was constructed in 1847, with an extension completed in 2016. With the expanded space, we have been able to accommodate more programming, increase opportunities for artists, and host more events. However, as an organization that strives to evolve and grow with the needs of the community, we have found that our building requires additional improvements to evolve with our programs and patrons. This project will include recycled materials and enhance the facade of the building while maintaining its integrity. The outdoor deck spaces will create an opportunity for creative placemaking that enhances the mental health and safety of not only patrons but also community members to utilize outside of LASC hours. Though an older building with historical value, it does not need approval from the Historical Association to make these changes. We are requesting funding that would allow us to do that by accomplishing three goals:

- a. Update the front entrance of our building. This will include retrofitting the door, restoring interior and exterior casing, and adding the controllers and buttons to make the front doors automatic. We have a ramp to our front entrance, providing accessible entry for individuals of differing mobility

levels, with assistance. Updating the front entrance of our building would make it completely accessible for individuals of varying mobility levels, without needing assistance to open the doors.

- b. Our second goal with this project is to increase safety for patrons and utilize space between our old and new buildings. A remnant of the 2016 construction, there is a deck and small garden space adjacent to our atrium. Because of its location, this area has low visibility and creates an opportunity for high-risk behavior. Funding from this grant would allow us to replace the deck that is currently structurally unsafe, install lighting to eliminate safety concerns and utilize the space for expanded education programming. This space connects to our Deck into the garden space outside of our building, adjacent to the atrium. Our goal with this project is to create an extension of the classroom while maintaining a safe, well-lit, easily accessible outdoor area.
- c. The third goal is to create a zero-entry deck on the front of the Glo Gallery that will provide additional educational learning space, and community engagement through public speaking forums, concerts, and classes, and provide a safe and stable ground for visitors and neighbors.

2. Based on data from the CDC, 18% of residents of Fayette County have mobility disabilities. LASC provides programs for all ages and reaches over 25,000 people annually through our campus through visits, exhibits, and field trips for public, private, and homeschool students. From this data, we can estimate that approximately 4,500 visitors could have mobility disabilities and the

impact of having accessible doors would provide a more inclusive experience for them when visiting our campus. It would also allow us to reach more individuals in the Fayette County area who may have been dissuaded from visiting our Center because it is not completely accessible for all mobility levels. Funding for this project would allow us to impact both youth and families participating in our programs, but also an aging population that is growing in Lexington, Kentucky, and specifically Lexington, has and is expected to experience an increase in the aging population. Research from the NIH shows that “participating in arts activities may be linked to improving cognitive function and memory and improving self-esteem and well-being.” This project would create an opportunity for us to strengthen and expand our programming for the aging population of Lexington to visit our building and experience inclusive, accessible programs that benefit their mental health and create community connection that is vital for long-term health.

3. The facility meets local codes, health, and safety standards through annual fire inspections, and testing of safety systems and was inspected at the beginning of September 2023.

Section 3: Applicant Capacity for Project

In 2010, the LASC underwent a large-scale capital campaign to construct an addition to the standing historic building built in 1847. For the following years, funds were raised, architects secured, and project managers were put in place. Construction began in 2014 and the project was completed in 2016. LASC staff and board members have a vast

understanding of the capacity and scope of working on capital projects. The Living Arts & Science Center also has received many grant funds from LFUCG in the form of Stormwater Quality Projects Incentive Grant and the Extended Social Resource Grant. Because of the funding from these grants, LASC was able to host groups from local schools for a total of 77 field trips in the 2022-2023 school year. More than 3,800 students from mostly Title 1 schools were able to see LASC's rain garden up close, native Kentucky plants and pollinators, and aquatic animal exhibits. Every field trip group experienced our Discovery Room - a hands-on, interactive learning space that uses the Fayette County Public Schools core curriculum to guide the creation of the educational exhibit. This past school year, the exhibit theme was "Kentucky, Our Home" where we housed the stream table. Depending on the grade level and subject matter the students were learning in school, the field trips included ecology, conservation and the water cycle. Students were able to take trading cards home that featured each of our Ambassador Animals, as well as bookmarks and stickers with information and tips about water conservation and improving water quality. With the extensions of our classroom spaces outside we know that these learning experiences can be even more beneficial for students in engaging career development and the sciences. The current staff works diligently to ensure that these grants are well maintained and proper reporting is accomplished.

Section 4: Operational Feasibility

1. The committee chair of the Building and Grounds Committee of the LASC Board has been in the construction business for over 20 years. Now, an independent contractor Bart Hufnagel is serving as an internal project manager for this

project and will work closely with Kebco to ensure the timely completion of this project. This project will be implemented in two phases with the handicap-accessible door installation completed first and the decking of the outdoor classroom areas completed second.

- a. October-December 2023: Once awarded, Kebco will procure materials, and secure all zoning compliance materials
 - b. End of 2023: Complete front door renovation
 - c. February 2024: Construction for decking to begin in late February to accommodate potential weather challenges and complete the project by April 30, 2024
 - d. May 2024: Reporting and documentation to LFUCG
2. We are cultivating corporate relationships that will provide additional support for capital projects. This grant will provide the complete funding for this project, but LASC will host additional fundraising events and steward individual donors to make an investment in the sustainability of our building and the completion of this project if needed.
 3. LASC currently has 8 full-time staff members, with the Executive Director and Development Director executing the project collaboration with contractors and our Board Member, Bart Hufnagel, who will serve as a project manager.
 4. As of 9/20/23, we have a project proposal for both areas that will be renovated if funding is awarded and are able to begin work on the premises as soon as October.

Section 5: Cost Analysis

1. Cost proposals and budget narrative: See attached
2. Total Costs of the Capital Project, including expenses: See attached

LASC RFP Project 1 and 2

Pictures of Project spaces: Left to right

1. Front of building with accessible ramp



2. Interior photo of front doors



3. Addition completed in 2016



4. Side entrance and decking area



5. Area for expanded educational programming





917 A Floyd Dr.
Lexington, KY 40509
859-254-1616

Jeanette Tesmer
jtesmer@lasclex.org
The Living Arts & Science Center

Re: Project Proposals
September 20, 2023

Jeanette,

Thank you for inviting us out to meet and view your potential projects on September 6th. Based upon that meeting and the drawings we received from Contour Collaborative I have put together three separate proposals outlined below.

Project 1: ADA Accessible Entryway

Installation of push to open ADA accessible entry and exit buttons connected to motorized arms on each door at the main entry. This includes running electrical from the basement to the motorized arms. Installing full light glass in place of the existing decorative panel on the door. Painting of the door and any associated trim. Changing out the door knob to ADA friendly push/pull hardware and installing new kickplates. Pricing includes a ten percent (10%) contingency in case of unforeseen existing conditions.

\$16,550.00

No further design work is necessary. Materials are readily available. Construction duration estimated at 2 weeks from material procurement.

Project 2: Work Area 4, Courtyard Corner

Construction of 225 square foot deck with Trex decking boards, weather resistant structural supports, and concrete footers. Will require relocation of rain barrels which we can help facilitate. Includes allowance for trap door access to basement and benches – both to be designed later.

\$11,975.00

Remaining design work estimated to take 1 month. Permits can generally be obtained withing 2-3 weeks. Construction duration estimated at 2 months with assumed weather delays.

Project 3: Work Area 2, Stage

Construction of 500 square foot stage with ground level access on one side and 1-3 steps on all other sides based upon elevation. Constructed with Trex decking boards, weather resistant supports, and

concrete footers. Allowance is included for the steps around the perimeter – to be designed at a later date.

\$22,000.00

Remaining design work estimated to take 1 month. Permits can generally be obtained in 2-3 weeks. Construction duration estimated at 3 months with assumed weather delays.

We did not include any landscaping, shade structures, drainage improvements, existing deck repair, utility relocation, or side walk repair/replacement/additions.

Please let me know if you have any questions regarding the proposal or if there is anything else I can do for you at this time. Thank you again for the opportunity to provide a proposal and we hope to work with you in the future.

Thanks,

A handwritten signature in blue ink that reads "Jennifer Doom". The signature is fluid and cursive, with a long horizontal stroke at the end.

Jennifer Doom, Project Manager

Living Arts & Science Center
2023-2024 Budget Proposal

2022-2023

2023-2024

	Actuals Income	Actuals Expenses		Income Budget	Expense Budget	Assumptions	
Programming		\$12,572.24			\$12,000.00		
Classes	\$113,908.00			\$120,000.00		We will have a better breakdown of this in the coming year	
Camps	\$38,580.00			\$45,000.00			
Animal Care		\$2,700.65			\$3,000.00	Small increase due to inflation	Future expense will include payroll
FieldTrip	\$27,752.00			\$42,000.00		Testing out a two a day model - took last years divided by two and added back	
Planetarium	\$4,484.00	\$858.06		\$15,000.00	\$6,000.00	In process of receiving a private donation to sustain the planetarium. Mobile planetarium is up and running. Ticket sales will decrease here because they will be wrapped up in new Daily Visitor Admission.	
Outreach		\$14,090.43		\$10,000.00	\$5,000.00	In school fieldtrips, other opportunities with local nonprofits	
ProgrammingGrant	\$237,819.34			\$240,000.00		This is determined by the grantees	
Discovery Saturday	\$6,000.00	\$2,531.69		\$6,000.00	\$6,000.00	Grant provided by PNC - we do not charge for this event	
Day of the Dead	\$3,380.00	\$2,787.87		\$6,000.00	\$2,000.00	Increasing programming surrounding this Celebration	
Good Giving	\$8,119.08	\$500.00		\$10,000.00	\$500.00	With hiring a new Development Director this may be a lofty goal but a good one	
Annual Giving Campaign	\$19,035.00			\$35,000.00	\$2,000.00		
General Contributions	\$14,327.21			\$20,000.00	\$2,000.00		
Sponsorships	\$3,625.00			\$10,000.00			
Fundraising Events	\$1,125.00			\$35,000.00	\$5,000.00		
Memberships	\$6,890.00			\$10,000.00	\$500.00		Adding more value
Daily Visitors							
Retail	\$8,690.39	\$2,907.72		\$10,000.00	\$5,000.00	Keeping more plushes in stock which seems to be a big seller	
Gallery Sales	\$546.51			\$1,000.00		Not a commercial gallery space	
Rentals	\$13,707.38			\$10,000.00		Private events, business meetings	Future expenses will break down payroll
Residency Rentals				\$6,000.00		Black Soil Residency	
BirthdayParties				\$5,000.00	\$1,000.00	Expenses include art/science projects	
Passive Income							
Credit Card Rewards	\$2,030.05			\$2,030.05		Same as last year	
Interest Income	\$1.53			\$1.73			
Net Unrealized Gains	\$17,791.65			\$17,791.65			
Payroll		\$326,737.23			\$430,000.00	Fully staffed all positions: Executive Director, Development Director, Director of Education, Grant Manager, Gallery and Events Manager, 4 full time educators, 4 PT fieldtrip/birthday party hosts, 4 PT front desk ambassadors	Will be looking into 1099 visiting teachers instead of paying payroll taxes
Adminstration		\$106,404.76			\$100,000.00	Will work on cutting costs	
Marketing/Advertising		\$3,242.98			\$8,000.00	We need to increase our marketing efforts to gain new audiences for daily visits and private events	
Utilities		\$33,754.17			\$40,000.00	Increase with more usage in the building	
Building		\$54,172.37			\$55,000.00	Increase with more usage in the building	
Van		\$33.00			\$1,000.00	We are using the van a lot more now for the mobile planetarium and outreach	
Operation Grant	\$80,449.00			\$85,000.00			
Misc.	\$1,662.20	\$5,173.09			\$5,000.00	Same from last year	
Total Income	\$609,923.34			\$740,823.43			
Total Expenses		\$568,466.26			\$689,000.00		