

COMMUNITY PROJECT AGREEMENT

THIS COMMUNITY PROJECT AGREEMENT (“Agreement”), is made and entered into on the 26th day of September 2022, 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 GOD’S PANTRY FOOD BANK, INC., a Kentucky nonprofit corporation, (“Organization”) with a mailing address of 1685 Jaggie Fox Way, Lexington, Kentucky 40511.

WITNESSETH

WHEREAS, the Organization is a 501(c)(3) nonprofit organization, as defined by the Internal Revenue Code, that has a long-term lease on the property located at 817 Winchester Road, 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. 24-2022 for its “Nonprofit Capital Grants Program,” which offers grant awards to Fayette County 501(c)(3) nonprofit organizations in recognition of the negative economic impacts of COVID-19 upon the local network of community agency partners;

WHEREAS, the Organization submitted a response to RFP No. 24-2022 seeking funding from LFUCG for operational investment projects and/or capital improvement projects so that it can budget appropriate funds to continue providing needed services to Fayette County residents;

WHEREAS, LFUCG intends to fund projects, to hopefully lessen the economic impact of the COVID-19 pandemic on those Fayette County residents served by the Organization using revenue replacement funding derived from the American Rescue Plan Act of 2021 (ARRPA);

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 October 1, 2022 and shall last until December 31, 2026, unless terminated by LFUCG at an earlier time.

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 that 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 **FOUR HUNDRED SEVENTY NINE THOUSAND EIGHT HUNDRED THIRTY THREE DOLLARS (\$479,833)** ("Funds") for the completion of all of the Project(s). All expenditures must be incurred on or before **April 30, 2024**. The total amount of the Funds that the Organizational shall receive is divided in separate amounts, and these amounts 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	OPERATIONAL/CAPITAL
1) Remodeling the Community Food Resource Center located on the Property	1) \$283,025	1) Capital
2) Operational investments for the Community Food Resource Center	2) \$196,808	2) Operational

The uses of the 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 an 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.** The following terms shall apply to any of the Project(s) above that require construction costs (Project #1).

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. FEDERAL LAW. The Organization understands that the Funds paid by LFUCG were awarded under the American Rescue Plan Act of 2021 (“ARRA”). Organization agrees to comply with any requests from LFUCG related to LFUCG’s ongoing monitoring and reporting obligations set by federal law. Organization understands that the failure to comply may result in termination of this Agreement. Organization further agrees and by entering this Agreement, it hereby certifies to its ability to comply with all terms included within Exhibits A and B and also to the following terms, to the extent these terms are applicable to the subject matter of this Agreement as defined by applicable federal law:

a. The Organization acknowledges and certifies that it has not been debarred or suspended and further acknowledges and agrees that it must comply with regulations regarding debarred or suspended entities in accordance with 24 CFR § 570.489(l). Funds may not be provided to excluded or disqualified persons.

b. The Organization agrees and certifies that to the greatest extent practicable, it will prefer the purchase, acquisition, and use of goods, products or materials produced in the United States, in conformity with 2 C.F.R. § 200.322.

c. The Organization agrees and certifies that all activities performed pursuant to any agreement entered as a result of a contractor’s bid, and all goods and services procured under that agreement, shall comply with 2 C.F.R. § 200.216 (Prohibition on certain telecommunications and video surveillance services and equipment) and 2 C.F.R. 200 § 200.323 (Procurement of recovered materials), to the extent either section is applicable.

7. 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.
8. **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.
 9. **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.
 10. **INSURANCE; INDEMNITY.** The Risk Management Provisions in Exhibit "A" are incorporated herein as if fully stated.
 11. **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.
 12. **ACCESS.** Organization shall allow LFUCG any necessary reasonable access to monitor its performance under this Agreement.

- 13. 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.
- 14. EOUAL 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.
- 15. 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.
- 16. 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, 2026. 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.
- 17. INVESTMENT.** Any investment of the Funds received pursuant to this Agreement must fully comply with any restrictions imposed by law.
- 18. NO ASSIGNMENT.** Organization may not assign any of its rights and duties under this Agreement without the prior written consent of LFUCG.
- 19. 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.
- 20. 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.
- 21. 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.

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

For Organization:

Michael J. Halligan, CEO
God's Pantry Food Bank
1685 Jaggie Fox Way
Lexington, Kentucky 40511

For Government:

Jenifer Wuorenmaa (ARPA Project Manager)
Office of the Chief Administrative Officer
Lexington-Fayette Urban County Government
200 East Main Street
Lexington, Kentucky 40507
Jwuorenmaa@lexingtonky.gov

23. 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.

24. 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 AGREEMENT IS INTENTIONALLY LEFT BLANK

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:

Hallamie Steck
Clerk of the Urban County Council

GOD'S PANTRY FOOD BANK

BY: *Michael J. Halligan*
Michael J. Halligan, CEO

COMMONWEALTH OF KENTUCKY)
)
COUNTY OF FAYETTE)

The foregoing instrument was acknowledged before me this the 22 day of September, 2022, by Michael J. Halligan, CEO of God's Pantry Food Bank, a Kentucky nonprofit organization.

My commission expires: 01/25/25

Jane K. Landon
Notary Public, State-at-Large, Kentucky



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EXHIBIT "A"

Request for Proposal, Risk Management Provisions, and Scope of Project

EXHIBIT "B"

Response to Request for Proposal

EXHIBIT "A"



LEXINGTON

Lexington-Fayette Urban County Government Request for Proposal

The Lexington-Fayette Urban County Government hereby requests proposals for **RFP #24-2022 Nonprofit Capital Grants Program** to be provided in accordance with terms, conditions and specifications established herein.

Online proposals will be received at <https://lexingtonky.ionwave.net/> until **2:00 PM**, prevailing local time, on **June 21, 2022**

Proposals received after the date and time set for opening proposals will not be considered for award of a contract and will be returned unopened to the Proposer. It is the sole responsibility of the Proposer to assure that his/her proposal is received (uploaded to <https://lexingtonky.ionwave.net/>) by the Division of Central Purchasing before the date and time set for opening proposals.

Additional copies of this Request For Proposals are available from the Division of Central Purchasing, Room 338 Government Center, 200 East Main Street, Lexington, KY 40507, (859)-258-3320, at no charge.

Proposals, once submitted, may not be withdrawn for a period of sixty (60) calendar days.

The Proposer must upload one (1) electronic version in PDF format to <https://lexingtonky.ionwave.net/>.

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, ordinances and resolutions (including but not limited to Section 2-33 (Discrimination due to sexual orientation or gender identity) and Chapter 13 (Licenses and Regulations) of the Lexington-Fayette Urban County Government Code of Ordinances, and Resolution No. 484-17 (Minority, Women, and Veteran-Owned Businesses)) and the 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 workforce 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 Central Purchasing 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 Central Purchasing or (2) submitting a written request for a meeting with the Director of Central Purchasing 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 Central Purchasing 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 Central Purchasing 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 Central Purchasing or (2) submitting a written request for a meeting with the Director of Central Purchasing 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 Central Purchasing shall in writing, affirm or withdraw the recommendation.

SELECTION CRITERIA:

See Scope of Work for scoring criteria.

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 addressed to:

Todd Slatin, Director
Division of Central Purchasing
tslatin@lexingtonky.gov

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 Central Purchasing
Lexington-Fayette Urban County Government
200 East Main Street, 3rd Floor
Lexington, Kentucky 40507

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

AFFIDAVIT

Comes the Affiant, Michael J. Halligan, and after being first duly sworn, states under penalty of perjury as follows:

1. His/her name is Michael J. Halligan and he/she is the individual submitting the proposal or is the authorized representative of God's Pantry Food Banks, Inc., the entity submitting the proposal (hereinafter referred to as "Proposer").
2. Proposer will pay all taxes and fees, which are owed to the Lexington-Fayette Urban County Government at the time the proposal is submitted, prior to award of the contract and will maintain a "current" status in regard to those taxes and fees during the life of the contract.
3. Proposer will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the contract.
4. Proposer has authorized the Division of Central Purchasing to verify the above-mentioned information with the Division of Revenue and to disclose to the Urban County Council that taxes and/or fees are delinquent or that a business license has not been obtained.
5. Proposer has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky within the past five (5) years and the award of a contract to the Proposer will not violate any provision of the campaign finance laws of the Commonwealth.
6. Proposer has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as "Ethics Act."

Continued on next page

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

Further, Affiant sayeth naught.



STATE OF Kentucky _____

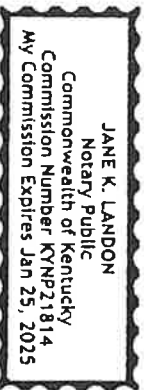
COUNTY OF Fayette _____

The foregoing instrument was subscribed, sworn to and acknowledged before
me by Michael J Halligan on this the
16 day of JUNE, 2023

My Commission expires: 25 January 2025



NOTARY PUBLIC, STATE AT LARGE



EQUAL OPPORTUNITY AGREEMENT

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 disability.
- 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



God's Pantry Food Bank Inc.

Name of Business

WORKFORCE ANALYSIS FORM

Name of Organization: God's Pantry Food Bank, Inc.

Categories	Total	White (Not Hispanic or Latino)		Hispanic or Latino		Black or African- American (Not Hispanic or Latino)		Native Hawaiian and Other Pacific Islander (Not Hispanic or Latino)		Asian (Not Hispanic or Latino)		American Indian or Alaskan Native (not Hispanic or Latino)		Two or more races (Not Hispanic or Latino)		<u>Total</u>	
		M	F	M	F	M	F	M	F	M	F	M	F	M	F	<u>M</u>	<u>F</u>
Administrators		5	1			1										<u>5</u>	<u>2</u>
Professionals	13	1	12													<u>1</u>	<u>12</u>
Superintendents	2	1	1													<u>1</u>	<u>1</u>
Supervisors	9	4	5														
Foremen																	
Technicians																	
Protective Service																	
Para-Professionals	8	1	5				2									<u>1</u>	<u>7</u>
Office/Clerical	1		1													<u>0</u>	<u>1</u>
Skilled Craft																	
Service/Maintenance	32	24	3	1	1	3										<u>28</u>	<u>4</u>
Total:	72	36	28	1	1	3	3									<u>40</u>	<u>32</u>

Prepared by: **Katie Landon, Grants and Corporate Relations Officer**

Date: **6/8/22**

*Based on employment roster provided 5/20/22 by Human Resources

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, 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. 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.

20. 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.



Signature



Date

**AMENDMENT 1 —
CERTIFICATION OF COMPLIANCE FOR AMERICAN RESCUE PLAN ACT
EXPENDITURES**

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

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

1. Any Agreement executed as a result of acceptance of this bid may be governed in accordance with 2 CFR Part 200 and all other applicable Federal law and regulations and guidance issued by the U.S. Department of the Treasury.
2. Pursuant to 24 CFR 85.43, any Agreement executed as a result of acceptance of this bid can be terminated if the contractor fails to comply with any term of the award. This Agreement may be terminated for convenience in accordance with 24 CFR 85.44 upon written notice by LFUCG. Either party may terminate this Agreement with thirty (30) days written notice to the other party, in which case the Agreement shall terminate on the thirtieth day. In the event of termination, the contractor shall be entitled to that portion of total compensation due under this Agreement as the services rendered bears to the services required. Either party may terminate this Agreement for good cause shown with forty-five (45) days written notice, which shall explain the party’s cause for the termination. If the parties do not reach a settlement before the end of the 45 days, then the Agreement shall terminate on the forty-fifth day.
3. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
 - (1) Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part, and the contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

Provided, however, that in the event a contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the administering

agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

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

- (1) Overtime requirements: No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such a workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such a workweek.
 - (2) Violation: liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
 - (3) Withholding for unpaid wages and liquidated damages. LFUCG shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
 - (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower-tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.
5. The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

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

7. The contractor shall include these requirements in numerical paragraphs 5 and 6 in each subcontract exceeding \$100,000 financed in whole or in part with American Rescue Plan Act funding.
8. The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
9. The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency Regional Office.
10. The contractor shall include these requirements in numerical paragraphs 8 and 9 in each subcontract exceeding \$100,000 financed in whole or in part with American Rescue Plan Act funds.
11. The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
12. The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency regional office.
13. The contractor shall include these requirements in numerical paragraphs 11 and 12 in each subcontract exceeding \$100,000 financed in whole or in part with American Rescue Plan Act funds.
14. The contractor shall include this language in any subcontract it executes to fulfill the terms of this bid: "the sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection by reference with 'Limited English Proficiency' in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement."
15. Contractors who apply or bid for an award of \$100,000 or more shall file the required certification that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such

disclosures are forwarded from tier to tier, up to the recipient. The required certification is included here:

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



Signature

6-16-2022

Date

**RISK MANAGEMENT PROVISIONS
INSURANCE AND INDEMNIFICATION**

INDEMNIFICATION AND HOLD HARMLESS PROVISION

- (1) It is understood and agreed by the parties that Consultant 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 Consultant or its employees, agents, servants, owners, principals, licensees, assigns or subcontractors of any tier (hereinafter "Consultant") 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) Consultant 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 Consultant'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 Consultant; and (b) not caused solely by the active negligence or willful misconduct of LFUCG.
- (3) Notwithstanding, the foregoing, with respect to any professional services performed by Consultant hereunder (and to the fullest extent permitted by law), Consultant 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 Consultant in the performance of this agreement.
- (4) In the event LFUCG is alleged to be liable based upon the above, Consultant 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.

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

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

FINANCIAL RESPONSIBILITY

CONSULTANT understands and agrees that it shall, prior to final acceptance of its proposal and the commencement of any work or services, demonstrate the ability to assure compliance with the above Indemnity provisions and these other risk management provisions.

INSURANCE REQUIREMENTS

YOUR ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS BELOW, AND YOU MAY NEED TO CONFEE 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

CONSULTANT 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 or services hereunder by CONSULTANT. The cost of such insurance shall be included in any bid:

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

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. 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 a Products and Completed Operations endorsement or Premises and Operations Liability endorsement and a Products Liability endorsement unless they are deemed not to apply by LFUCG.
- d. The General Liability Policy shall have a Professional Liability endorsement (including Errors and Omissions) for any services performed pursuant to the contract, and/or a separate Professional Liability Policy shall be obtained unless it is deemed not to apply by LFUCG.
- e. The Professional Liability policy shall be maintained for a minimum of three years beyond the completion date of the project, to the extent commercially available. If not commercially available, CONSULTANT shall notify LFUCG and obtain similar insurance that is commercially available and acceptable to 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 CONSULTANT'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. If CONSULTANT satisfies any portion of the insurance requirements through deductibles, self-insurance programs, or self-insured retentions, CONSULTANT agrees to provide Lexington-Fayette Urban County Government, Division of Risk Management, the following data prior to the final acceptance of bid and the commencement of any work:

- a. Latest audited financial statement, including auditor's notes.
- b. Any records of any self-insured trust fund plan or policy and related accounting statements.
- c. Actuarial funding reports or retained losses.
- d. Risk Management Manual or a description of the self-insurance and risk management program.
- e. A claim loss run summary for the previous five (5) years.
- f. Self-Insured Associations will be considered.

Safety and Loss Control

CONSULTANT 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

CONSULTANT 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

CONSULTANT 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

CONSULTANT 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 CONSULTANT for any such insurance premiums purchased, or suspending or terminating the work.

00471865



LEXINGTON

Lexington-Fayette Urban County Government
Request for Proposals

Nonprofit Capital Grant Program Scope of Work

Description: The Nonprofit Capital Project Grants Program is a new 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 federal American Rescue Plan Act (ARPA) dollars and are subject to federal 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.

Purpose: To provide a *one-time grant* to local 501(c)(3) agencies for major capital projects in two categories: 1) Facility Improvements (such as the purchase, construction, expansion, repair of a building, or installation or major overhaul of HVAC systems, etc.), and 2) Operational Investments (e.g. purchase of major equipment, such as a generator or vehicle).

Instructions

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

Proposal Deadline – 2 P.M. OF June 21, 2022

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, 2024**.

LFUCG intends to award multiple proposals with funding via the American Rescue Plan Act. **Organizations receiving grants shall be known as Subrecipients for the purposes of this program.**

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

The Subrecipient agrees that it shall spend the entire amount of funds provided under this Agreement before April 30, 2024.

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

See the Request for Proposals beginning on page 31 for details of the Certification of Compliance for American Rescue Plan Act Expenditures.

If it becomes apparent to the Subrecipient that it will be unable to complete the Project either in the manner or for the amount described in this Agreement, then the Subrecipient 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 Subrecipient fails to use any amount of funds provided under the Agreement within the time of performance (by April 30, 2024), Subrecipient forfeits those funds.

1.2 Proposal Submission

In order to be considered, proposals must be received by **June 21, 2022 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 judgment, 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 JUNE 3, 2022 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 Monday, May 16, 2022, 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 Wednesday, June 1, 2022 at 2 PM EST

[Click here to Join Technical Q&A Zoom Meeting](#)

Webinar ID: 852 2355 9169

Passcode: 435922

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 Tuesday, June 21, 2022. 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 August 15, 2022. 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

Proposals will be evaluated by a neutral panel selected by the Commissioner of Social Services, all of whom have no affiliation with any applicant.

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

These grants are funded by federal American Rescue Plan Act (ARPA) dollars and are subject to federal reporting and spending requirements. Agencies will manage and comply with ARPA Requirements as detailed in this Request for Proposal beginning on page 31 in the Certification of Compliance for American Rescue Plan Act Expenditures.

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 and Operational Investments 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 Gold Seal of Transparency or higher level agency portrait on GuideStar.org
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 and Meeting ARPA Requirements

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.

Describe how the Agency will manage and comply with ARPA Requirements as stated previously. *(Details in the Request for Proposal beginning on page 31 in the Certification of Compliance for American Rescue Plan Act Expenditures.)*

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, 2024

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 \$100,000 of **Facility Improvements and/or \$50,000 in Operational Investments** (Agencies may bundle projects to meet the minimums).

Maximum award in Facility Improvements is \$500,000, and \$250,000 in Operational Investments. An agency may receive up to a total of \$750,000 if projects are awarded the maximum in each category.

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.
- **All funds awarded must be spent by grantees before April 30, 2024.**

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> |

Operational Investments

- | |
|---|
| F. Information Technology & Telecommunication (Servers, Computer Systems, Database Systems, etc.) |
| G. Fleet and Mobile Service Units |
| H. Generators, Alternative Power Supply |
| I. Security Cameras, Safety Controls |
| J. Other Major Operational Equipment |

Grant Award Allocation

	<i>Facility Improvements</i>	<i>Operational Investments</i>
Funding Pool*	\$4,000,000	\$2,000,000

Minimum Request per agency**	\$100,000**	\$50,000**
Maximum Request per agency	\$500,000	\$250,000

**Agencies may apply for either Facility Improvements or Operational Investments or both.*

***Agencies may bundle projects in either Facility Improvements or Operational Investments to meet the minimums (not across the two types of investments in order to meet minimums).*

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 ARPA 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:

6. Facility Improvement location is located in Fayette County and Operational Investments must be for the purpose of serving Fayette County residents with these grant funds
7. Be in good standing with the Kentucky Secretary of State
8. Responders shall be registered and have a current, complete Gold Seal of Transparency or higher level agency portrait on GuideStar.org
9. Funds for the projects cannot be used to teach, advance, advocate or promote any religion
10. 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 and Meeting ARPA Requirements

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.

Describe how the Agency will manage and comply with ARPA Requirements as stated previously. *(Details in the Request for Proposal beginning on page 31 in the Certification of Compliance for American Rescue Plan Act Expenditures.)*

4.4 Operational Feasibility

The application must include:

5. Clear and complete plans and timeline for implementing and completing the project
6. 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
7. Adequate number of qualified staff to carry out the proposed project
8. Indicators that demonstrate that the project can be completed by April 30, 2024

4.5 Cost Analysis – and attachments

5. Cost proposals and budget narrative
6. This section shall provide the total costs of the capital project, including all expenses to be incurred
7. Project is cost-effective and all costs are reasonable, and do not deviate substantially from the norm in Lexington

8. 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: God's Pantry Food Bank, Inc.

Mailing Address: 1685 Jaggie Fox Way; Lexington, KY 40511

Street Address: 1685 Jaggie Fox Way; Lexington, KY 40511

Phone: (859) 255 - 6592

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):

Michael J. Halligan, CEO, (859) 288-5311, mhalligan@godspantry.org

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

Katie Landon, Grants and Corporate Relations Officer, (859) 288-5328, katie@godspantry.org

Project Information

Funding Requested by Project, if bundling multiple Projects:

Project:	<u>Community Food Resource Center at 817 Winchester Road</u>	Request \$	<u>283,025</u>
	<input checked="" type="checkbox"/> Facility Improvement project	<input type="checkbox"/> Operational Investment project	
Project:	<u>Community Food Resource Center at 817 Winchester Road</u>	Request \$	<u>196,808</u>
	<input type="checkbox"/> Facility Improvement project	<input checked="" type="checkbox"/> Operational Investment project	
Project:	<u>Facility Improvement project</u>	Request \$	_____
	<input type="checkbox"/> Facility Improvement project	<input type="checkbox"/> Operational Investment project	
Project:	<u>Facility Improvement project</u>	Request \$	_____
	<input type="checkbox"/> Facility Improvement project	<input type="checkbox"/> Operational Investment project	

Total Funding Amount Requested: \$ 479,833

- 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.
- If applying for/bundling multiple projects, submit a 5 section narrative for each project.

Firm Submitting Proposal: God's Pantry Food Bank

Complete Address: 1685 Jaggie Fox Way, Lexington, KY 40511
Street City Zip

Contact Name: Katie Landon

Title: Grants and Corporate Relations Officer

Telephone Number: 859-288-5328

Fax Number: 859-254-6330

Email address: katie@godspantry.org



RFP#24-2022 Nonprofit Capital Grants Program
Operational Improvements

RFP #24-2022 Nonprofit Capital Grants Program

Project Narrative-Operational

God's Pantry Food Bank, Inc.

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

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

The mission of God's Pantry Food Bank is reducing hunger by working together to feed Kentucky communities. We were founded on this principle in Fayette County over 65 years ago by Lexington native Mim Hunt, who noticed a need in her community and started handing food out of her station wagon, later establishing a physical pantry in the community. Our organization was named by Ms. Hunt, and we continue this name for legacy reasons, but we are not a religious organization and we do not give preference or refuse service to any neighbor or partner agency based on religion (or any other characteristic as defined by the USDA's non-discrimination statement).

We have since grown into a regional Food Bank serving 50 counties in Central and Eastern Kentucky. As a member of the Feeding America network of food banks we secure, store, and distribute food to partner agencies like local food pantries, congregated meal programs, or children's backpack programs. Last fiscal year, we were able to provide over 41 million pounds of food to neighbors in Central and Eastern Kentucky through this network.

In addition to serving as a regional Food Bank, we have kept our legacy program, the Fayette County Pantry Program, in this community since its inception. At the present time, we have 4 pantry locations in Fayette County: Central Christian Church (downtown), St. Luke United Methodist Church (Alumni Drive), Community Action Council (Cambridge Drive), and our recently opened location at the Northside Branch of the Lexington Public Library (Russell Cave Road). In our last fiscal year, this program provided food to over 25,000 households in our city, and our plan is to expand and improve the services provided by this program.

We are recognized by GuideStar as a Gold Seal charity, we are in good standing with the Kentucky Secretary of State, and we have a 4-star ranking on Charity Navigator, the highest available ranking.

Section 2: Demonstrated Need

Map the Meal Gap data shows that 12% of our Fayette County neighbors are experiencing food insecurity, which equates to about 38,370 Lexingtonians. God's Pantry Food Bank is able to provide an average of over 1,700 households a month with service through our current pantry program, but we know that gaps still exist. It became increasingly clear during the pandemic that many of our fellow citizens were one or two paychecks away from needing to utilize safety net programs like SNAP, food pantries, or other community services.

The desire to provide increased and enhanced service to our residents has started a comprehensive plan to have a food pantry where we owned the building and therefore had more control over the hours of operation, the look and feel of the space, the

volunteers, and the type of food provided. This is in contrast to our agreements with other pantry locations, where we loan out space from a community partner, which can be limiting in design or size of space and hours of operation. Through countless surveys of residents, interviews with key stakeholders, and data mining down to census tract data on our community, we realized that adding another pantry location would fill gaps in service for Lexington, especially if this pantry had extended hours or days of service and was located in an area without current nearby service.

Figure 1 shows the 2010 census tracts in Fayette County paired with data from our pantry database, Link2Feed. We were able to aggregate neighbor visits and sort them by census tract, then determine which census tracts accounted for the bulk of neighbor visits to a Fayette County Pantry Program location. The census tracts in white or without shading show areas where visits were less than 2% of the total visits in the county. Tracts in lighter orange are those comprising 2-3% of total visits. Darker orange tracts have the bulk of neighbor visits with totals over 3%.

Figure 1. Fayette County Heat Map



This heat map narrowed our focus to the dark orange census tracts and how we would add property in this area to better serve neighbors, many of which were coming from the

downtown 40505 area. We have no current pantry in this zip code even though many of our Fayette County Pantry Program participants listed this as their home address. The area is downtown-adjacent and has city bus routes nearby. In many ways, this became the perfect spot for a new location.

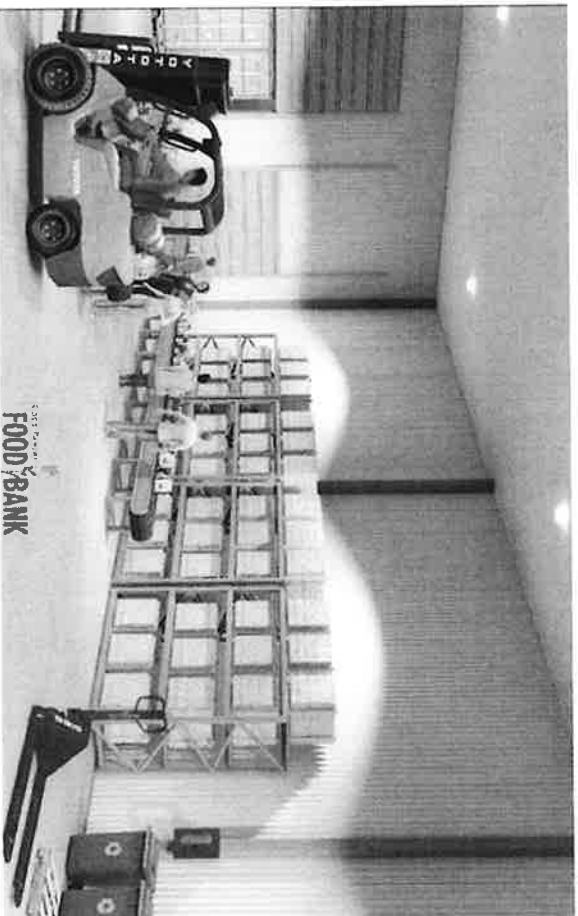
This whole process led us to the signing of a long-term lease at 817 Winchester Road (Suite 150) and we are in the process of remodeling this building. The current length of the lease is 5 years with two 5-year options. When complete, this building will house a volunteer center, a repack room for repackaging bulk food, and a neighbor-choice food pantry modeled like a regular grocery store.

This building was not set up to be any of the above-listed things, as it previously housed a church, a real estate company, and so on. Therefore, much work has been done and much work is planned to convert the space into our vision of a community food resource center. We have identified phases for this project, as outlined below:

- Phase 1: Demolition and Remodeling. This has involved tearing out existing walls, conditioning the floor, adding a loading dock, fitting garage doors, and moving the electrical system. This phase has been completed with the exception of building a retaining wall.
- Phase 2: Volunteer Center/Repack Room. The back portion of the building will be a dedicated volunteer center. We will outfit the building with a walk-in cooler and freezer, racking, and storage areas for food. The volunteer center will also house a repack room that will be available to break large, bulk food items into smaller, family-sized portions. This dedicated space will allow food to go directly from food drives to volunteer food sorting and to the food pantry in a short period

of time. In addition, Volunteer Services staff can pick up smaller food drive donations in the van that we will add to this location, taking workload off our fleet of larger trucks. Our drivers can also bring donations from supermarkets through the Retail Store Program directly to this location as we will have cold storage available. A rendering of the Volunteer Center is provided below.

Image 1: Volunteer Center Warehouse Area



- Phase 3: Community Food Pantry/Office Space/Break Room/Common Area/Equipment Storage. The front of the building will house a community food pantry. This pantry will be designed to look like a market or grocery store, and will have glass-front coolers and freezers, produce bins, and shelving for food. The pantry building will have extended hours of service for evening and weekend pick-up, ensuring that all residents have increased opportunity to visit during times convenient to their schedules. We are modeling the space after our newly opened pantry at the Northside Branch of the Lexington Public Library, which

already has a similar design and equipment set-up to what we envision for 817 Winchester Road. Below is a rendering of the proposed design for the pantry.

Image 2: Community Food Pantry Design



As a part of Phase 3, we will also make sure there are adequate breakrooms and office spaces for the staff members and volunteers that are in the building. We will utilize current office space to have 2 enclosed offices for staff, and will add 8 additional cubicles that will be a mix of staff and volunteer use. Our current referral system for the Fayette County Pantry Program utilizes volunteers to take intake calls from neighbors wishing to visit a pantry. This location may house this volunteer project as well, so cubicles will be needed for volunteers as well as staff.

We also want to have areas to make volunteers comfortable and welcome in the space, such as a shared breakroom and locker space to store belongings. With the ability to

host volunteer groups of 40+ people, we need to ensure they have storage for belongings as well as a place to sit down, take a break, and eat a meal.

We also will update the breakroom to ensure both staff and volunteers have a place to respite during their work. There is currently a breakroom, but it will need a new dividing wall as well as an upgrade of basic kitchen needs such as microwaves, a dishwasher, and a refrigerator. As with any project, ensuring our staff are taken care of and have a comfortable space to rest during their difficult work is always a priority.

We will need storage for equipment and cleaning supplies, so we will add this to an existing storage area but will need locked cabinets for cleaning supplies that cannot be stored near food, as well as shelving for storing paper towels and the like. All of the above-mentioned items will be part of Phase 3.

We will highlight the progress and plan for each of these phases in Section 4 in more detail.

Section 3: Applicant Capacity for Project and Meeting ARPA Requirements

God's Pantry Food Bank has a proven track record of receiving, executing, and reporting on federal grants. We are current recipients of the ESR grant for our Fayette County Pantry Program. We also participate in the Emergency Food and Shelter Program and have received ARPA funding through this process. We administer 2 federal commodity programs, The Emergency Food Assistance Program, and the Commodity Supplemental Food Program, which are both federal USDA programs. Overall, we are comfortable with a project of this scale and have the knowledge and recordkeeping necessary for a federal grant such as this.

Currently working on this project are the following food bank staff members:

- Michael Halligan, Chief Executive Officer. Mike joined the Food Bank team after serving in a number of senior procurement management positions at ConAgra Foods. Prior to that he worked as senior vice president of food sourcing and logistics at Feeding America and also held a variety of positions with PepsiCo and The Quaker Oats Company. He earned a Bachelor of Science degree in Industrial Engineering from Iowa State University.
- Rodney Murphy, Warehousing and Fulfillment Director. Rodney has many years of experience in the warehouse and transportation field, having served in various roles from CDL-A driver to Transportation Manager at the food bank since 2008. He is now responsible for all God's Pantry Food Bank warehouses, inventory, and personnel related to these fields.
- Mike Pope, Maintenance and Food Safety Lead. Bringing over 33 years of experience in maintenance and warehouse management to the Food Bank from Sylvania Electric, "Pope" has been at God's Pantry Food Bank since 2020. He is responsible for project management including obtaining quotes and supervising labor and construction at the new facility.
- Josh Wicker, Maintenance Coordinator. Josh has been at God's Pantry Food Bank since 2021 and comes to us with years of previous maintenance experience. He has assisted with many of the projects at 817 Winchester Road, including the replacing lighting and floor demolition.

We have experienced contractors and partners working on this project as well:

- Churchill McGee has been Project Manager for the Phase 1 demolition and remodeling project. They are a regional contractor specializing in construction management. They have a variety of professional staff available to consult on this project.
- Prospective Studio has been selected to complete the architectural design work for the project. Craig Chamberlain, AIA, NCARB, CID, is the Principal Architect and Founder, and has over 8 years of experience in the field.
- Woodall Concrete, in business since 1988, is building the retaining wall for the dock.
- Anderson Commercial Cleaning, in business since 2003, was responsible for grinding and buffing the floors.
- Raynor Dock Doors of Lexington, in business for over 35 years, installed 3 dock doors for this building.
- Rebuilt, a real estate company, are the current owners of the building and are subleasing office space through this summer while we work on the warehouse part of our project.
- Toyota Manufacturing and UMAC Services are assisting with the retrofit of the LED lights.
- C and T Design and Equipment Company has provided an initial quote for a freezer/cooler.
- Cisco Meraki has committed \$55,000 for a network router and related equipment.

If awarded funding for this project, we have the capacity to complete this project according to all guidelines. Our knowledgeable staff will be able to obtain vendor bids

following LFUCG and ARPA requirements as our current procurement process has been modeled after federal standards. We have a bidding process in place for all purchases broken up by cost level into micro purchases (less than \$3,000), small purchases (\$3,000-\$149,999), and purchases requiring formal solicitation (\$150,000).

Per our policy, vendors shall be evaluated based on the following criteria:

1. Vendor has not been suspended or debarred.
2. Adequacy of the proposed methodology or product to be supplied by the vendor
3. Skill and experience of key personnel
4. Demonstrated company experience
5. Other technical specifications (designated by department requesting proposals)
6. Compliance with administrative requirements of the request for proposal (format, due date, etc.)
7. Vendor's financial stability
8. Results of communications with references supplied by vendor
9. Ability/commitment to meeting deadlines
10. Cost
11. Minority- or women-owned business status of vendor
12. Previous working relationship with vendor and success of the partnership (if applicable)
13. Other criteria (to be specified by department requesting proposal)

We will welcome additional criteria based on the RFP at hand to ensure we are meeting all ARPA regulations.

Section 4: Operational Feasibility

We established a lease on the building at 817 Winchester Road over a year ago, and significant process has already been made. Below is a timeline of current progress, as well as next steps on this project.

- Phase 1: Demolition and Remodeling. May 2021-June 2022.
 - Tear down existing walls (complete)
 - Recondition floor (complete)
 - Add loading dock (complete)
 - Fit garage doors (complete)
 - Demo electrical system (complete)
 - Add retaining wall to dock (planned June 2022)
- Phase 2: Volunteer Center/Repack Room. June 2022-January 2023
 - Install walk-in cooler and freezer (July-November 2022)
 - Floor prep, July-August 2022
 - Installation, September-November 2022
 - Add racking (planned July 2022)
 - Stock with equipment (by January 2023)
 - Retrofit all other warehouse lighting to LEDs (started June 2022)
 - Add networking equipment for internet connectivity (by January 2023)
 - Retrofit of dock leveler (November-December 2022)
 - Repack room (September 2022-January 2023)
 - Initial framing and ceiling replacement (September-December 2022 replacing acoustic tiles with metal tiles)

- Repack room finishing (December 2022-January 2023 exterior walls with plexiglass)
- Add van (by January 2023)
- Painting facility (by January 2023)
- Phase 3: Community Food Pantry/Office Space/Break Room/Common Area/Equipment Storage. December 2023-June 2023
 - Community Food Pantry (February-June 2023)
 - Tear down walls in designated pantry area
 - Purchase coolers, freezers, shelving
 - Change lighting
 - Oasis Insights registration software
 - Check-in furniture (desk/chair)
 - Waiting area furniture (comfortable chairs)
 - Office Space (December 2022-January 2023)
 - Office retrofit
 - 2 enclosed offices with furniture
 - 8 cubicles
 - Black wall demo with plexiglass
 - Break Room (January-February 2023)
 - Space is already available but needs update
 - Upgrade to table, chairs, dishwasher, sink, 2 microwaves, countertop, cabinets in breakroom
 - Adding wall

- Common Area (January-February 2023)
 - Set up for small group meetings or volunteers
 - High top tables with chairs
 - Locker space for volunteers
 - Benches for volunteers
- Equipment Storage (January-February 2023)
 - Triple sink
 - Shelving
 - Metal cabinets for cleaning supplies

Our staff team of CEO, Operations and Warehousing Director, Maintenance and Food Safety Lead, and Maintenance Coordinator, are the leads on this project. We have also had input from staff members with expertise in pantry management, information technology, warehousing, and volunteer services. We are working with qualified, licensed contractors on any work that is outside of our scope to complete this project and we feel confident we will meet the April 2024 deadline, with hopes of completing this project long before that as we know this community food resource center will create many opportunities for increased food access, volunteering, and food rescue.

Section 5: Cost Analysis

The following items will be a part of the 817 Winchester Road proposal. These are broken down by area of the building they will support. We will also have a budget attached to this proposal.

- **Volunteer Center/Warehouse Area**
 - Warehouse equipment. We will need both a pallet jack and a stacking pallet jack to be able to move food safely and efficiently. This will allow food to be moved off and on trucks, into racking, and to various parts of the warehouse, without volunteers or staff carrying heavy loads. We would like both the regular pallet jack and the stacking pallet jack so we can utilize racking in the warehouse to increase space available for storage. This will also ensure equipment can be used by those who are not trained on forklifts. These costs are based on recent purchases of pallet jacks as well as quotes for the stacking 104" lift pallet jack.
 - Regular pallet jack, \$4,500
 - Stacking pallet jack, \$15,600
 - **Total warehouse equipment for volunteer center, \$20,100**
 - Vehicle needs. We are adding a van to our fleet so the volunteer team will have access to a company vehicle at this location. This will streamline our current food drive pick-up process. We often have groups that want us to pick up a small amount of food, but we have to use a large box truck to do this. With this van, we can reduce transportation costs for picking up smaller food drives. We can also use it to make emergency restocking trips to any of our Fayette County Pantry Programs. We have previously purchased this type of van, but there has been a significant increase in price since our initial purchase, so we reviewed car dealership pricing to update this price.

- **Total for van, Dodge RAM ProMaster City 2022, \$32,800**
- **Food Pantry**
 - Equipment and registration needs. We based the costs for most food pantry items on the money spent at our newest pantry at the Northside Branch of the Lexington Public Library. This pantry opened in June 2022 so these costs are very recent. We also have software called Oasis Insights that records each neighbor visit so we can have service data on the number of visits at each pantry. We will employ this model at the new 817 Winchester Road pantry as well, so costs for that software as well as a tablet or laptop are included in this estimate. We will also need to have a registration desk and chairs for neighbors who are waiting for a pantry visit.
 - Refrigerators, 3 glass-front models, \$7,905
 - Freezers, 3 glass-front models, \$10,275
 - Shelving gondolas, 2 units, \$8,360
 - Display case, refrigerated self-serve, \$9,840
 - Produce bins, 6 each, \$4,168
 - IT registration costs, \$2,500
 - Pantry desk/chair, waiting area chairs, \$10,000
 - **Total set-up costs, \$53,048**
- **Office/Break Room/Common Area**
 - Furniture and small appliance needs. The entire space will need room for volunteers and staff members to rest and take breaks. These areas will be

in the middle of the building and include a break room and a common area with high top tables for groups to talk, present, eat, or rest. The following items are needed for the break room upgrade. Estimates on break room items are taken from Home Depot, HON furniture, and Grainger.

- Refrigerator, \$3,000
- Dishwasher, \$1,000
- Microwaves, 2 units, \$1,200
- Tables/chairs, regular type, \$3,500
- Tables/chairs, high top, 5 sets, \$4,500
- **Total breakroom/common area, \$13,200**

- In addition to break room space, we will also need designated office and work space for volunteers and staff. The estimates for the cubicles are taken from National Office Supplies, who is providing office furniture at our current warehouse location. These are fairly recent estimates (December 2021) and include all necessary parts of the cubicle as well as chairs.

- Cubicles x 8, \$22,035
- Lockers, 3 cubes x 15 units, \$3,000

- **Total workspace furniture, \$25,035**

- **Equipment Room**

- We will utilize an existing storage space to store cleaning supplies, paper goods, and other small equipment. This room will still need shelving and metal cabinets in order to keep cleaning supplies locked up and away

from any food products. These estimates are taken from HON furniture and Grainger.

- Triple sink, \$1,500
- Shelving, metal x 5 units, \$2,125
- Metal cabinet, locking, 2 units, \$6,000
- **Total equipment room, \$9,625**

- **Overall Community Food Resource Center**

- Graphics/imagery. We will display mission-oriented imagery in each area of the building designated for the particular space. In the food pantry, we will have signage that makes the space feel more supermarket-like, with pictures of food or similar. This was done at our Northside Branch pantry location, so cost estimates are based on expenditures at this location. We will also use graphics in the volunteer center that will denote safety procedures, and also show the impact of the work being done in the facility. 4 building locations at \$1,500 each area, \$6,000

- **Total graphics, \$6,000**

- Technology implementation. To have a fully functional warehouse, we will need barcode scanning for pallets of food. This is how we track food coming in and going out. We will also need printers for everyday office tasks, as well as printing pallet tags for the warehouse, and any forms needed for the pantry area.

- Bar code scanners with batteries, service contracts, and accessories, \$3,000 each x 3. Based on recent purchase for Lexington facility, \$9,000
- Printers for entire facility, 4 units needed. Based on a recent vendor quote. \$2,000 each x 2, \$8,000.

- **Total tech implementation, \$17,000**

- Safety and security technology. We will want to have access control to the building, with all staff members being able to use a key fob to enter the building. We also want to have security cameras to ensure volunteer, neighbor, and staff safety in all areas of the building and in the parking lot.

We also plan on having television screens throughout the building with digital signage, food product recalls, reminders, and dashboards for all visitors to be able to utilize.

- Televisions, 75-inch screens, 10 total. Digital signage for volunteers and neighbors. Quote from Amazon. \$10,000
- Security cameras for entire facility, \$2,000 installation + 16 cameras. Based on past purchase of security cameras, \$4,000
- Access control, key fob access to building. Quote based off of Lexington facility installation with Burdine Security, \$6,000.
- **Total safety and security, \$20,000**

Operational=\$196,808

Budget for Operational Costs

General item/location	Item detail	Cost
Warehouse equipment	Pallet jack, regular	\$ 4,500.00
Warehouse equipment	Pallet jack, stacking (104" lift)	\$ 15,600.00
Food Pantry	Refrigerators, 3 glass front	\$ 7,905.00
Food Pantry	Freezers, 3 glass front	\$ 10,275.00
Food Pantry	Shelving gondolas x 2	\$ 8,360.00
Food Pantry	Display case, refrigerated self-serve	\$ 9,840.00
Food Pantry	Produce bins (\$600 each x 6 + shipping)	\$ 4,168.00
Food Pantry	IT registration needs	\$ 2,500.00
Food Pantry	Pantry desk, chair, waiting area chairs	\$ 10,000.00
Office/Breakroom/Common Area		
	Cubicles x 8	\$ 22,035.00
Office/Breakroom/Common Area	Fridge	\$ 3,000.00
Office/Breakroom/Common Area	Dishwasher	\$ 1,000.00
Office/Breakroom/Common Area	Microwaves x 2	\$ 1,200.00
Office/Breakroom/Common Area	Tables/chairs, regular	\$ 3,500.00
Office/Breakroom/Common Area	High top tables/chairs (\$900 each x 5 units)	\$ 4,500.00
Office/Breakroom/Common Area	Lockers for volunteers (15 units, 3 spaces each)	\$ 3,000.00
Equipment Room	Triple sink	\$ 1,500.00
Equipment Room	Shelving, storage of equipment/supplies (\$425 x 5)	\$ 2,125.00
Equipment Room	Metal cabinet with lock, cleaning supplies x 2	\$ 6,000.00
Graphics, all facility	Signage/graphics/window clings x 4 locations	\$ 6,000.00
Other tech, all facility	Televisions	\$ 10,000.00
Other tech, all facility	Bar code scanners	\$ 9,000.00
Other tech, all facility	Printers	\$ 8,000.00
Other tech, all facility	Security cameras	\$ 4,000.00
Other tech, all facility	Access control/key fob system	\$ 6,000.00
Vehicle	Van, Dodge RAM ProMaster City 2022	\$ 32,800.00
Total operational		\$ 196,808.00



RFP#24-2022 Nonprofit Capital Grants Program

Facilities Improvements

RFP #24-2022 Nonprofit Capital Grants Program

Project Narrative-Facilities

God's Pantry Food Bank, Inc.

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

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

The mission of God's Pantry Food Bank is reducing hunger by working together to feed Kentucky communities. We were founded on this principle in Fayette County over 65 years ago by Lexington native Mim Hunt, who noticed a need in her community and started handing food out of her station wagon, later establishing a physical pantry in the community. Our organization was named by Ms. Hunt, and we continue this name for legacy reasons, but we are not a religious organization and we do not give preference or refuse service to any neighbor or partner agency based on religion (or any other characteristic as defined by the USDA's non-discrimination statement).

We have since grown into a regional Food Bank serving 50 counties in Central and Eastern Kentucky. As a member of the Feeding America network of food banks we secure, store, and distribute food to partner agencies like local food pantries, congregated meal programs, or children's backpack programs. Last fiscal year, we were able to provide over 41 million pounds of food to neighbors in Central and Eastern Kentucky through this network.

In addition to serving as a regional Food Bank, we have kept our legacy program, the Fayette County Pantry Program, in this community since its inception. At the present time, we have 4 pantry locations in Fayette County: Central Christian Church (downtown), St. Luke United Methodist Church (Alumni Drive), Community Action Council (Cambridge Drive), and our recently opened location at the Northside Branch of the Lexington Public Library (Russell Cave Road). In our last fiscal year, this program provided food to over 25,000 households in our city, and our plan is to expand and improve the services provided by this program.

We are recognized by GuideStar as a Gold Seal charity, we are in good standing with the Kentucky Secretary of State, and we have a 4-star ranking on Charity Navigator, the highest available ranking.

Section 2: Demonstrated Need

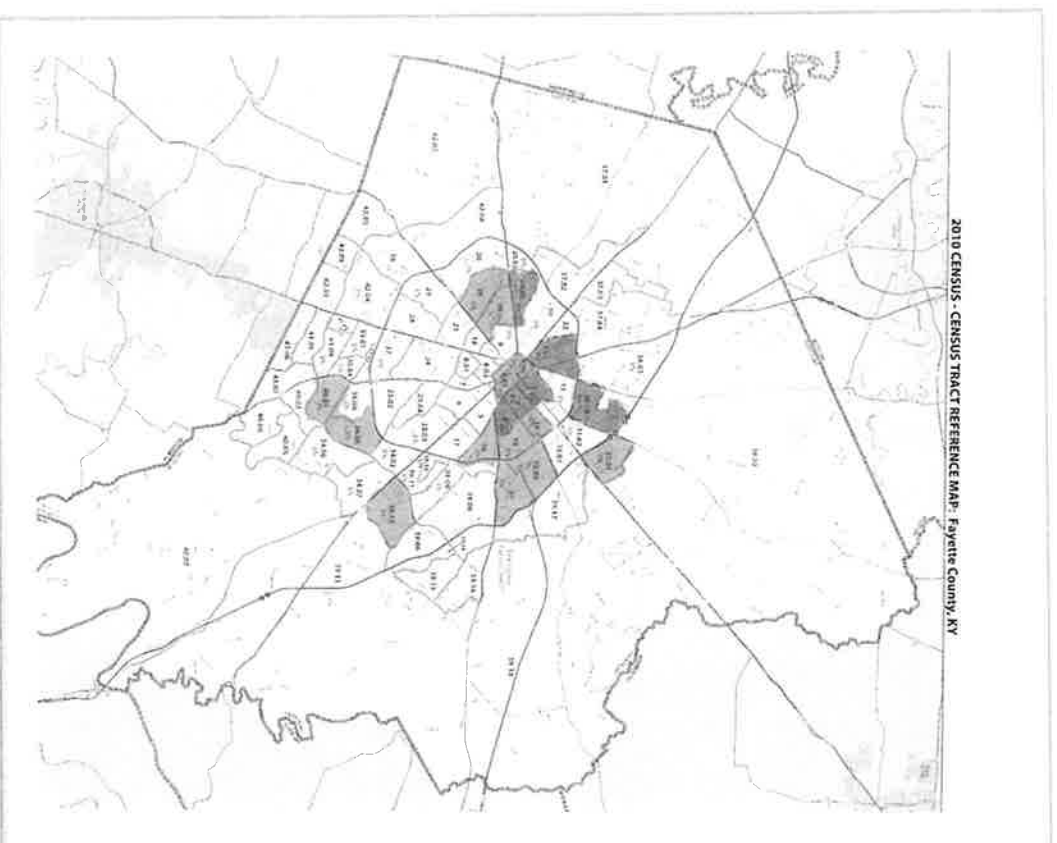
Map the Meal Gap data shows that 12% of our Fayette County neighbors are experiencing food insecurity, which equates to about 38,370 Lexingtonians. God's Pantry Food Bank is able to provide an average of over 1,700 households a month with service through our current pantry program, but we know that gaps still exist. It became increasingly clear during the pandemic that many of our fellow citizens were one or two paychecks away from needing to utilize safety net programs like SNAP, food pantries, or other community services.

The desire to provide increased and enhanced service to our residents has started a comprehensive plan to have a food pantry where we owned the building and therefore had more control over the hours of operation, the look and feel of the space, the

volunteers, and the type of food provided. This is in contrast to our agreements with other pantry locations, where we loan out space from a community partner, which can be limiting in design or size of space and hours of operation. Through countless surveys of residents, interviews with key stakeholders, and data mining down to census tract data on our community, we realized that adding another pantry location would fill gaps in service for Lexington, especially if this pantry had extended hours or days of service and was located in an area without current nearby service.

Figure 1 shows the 2010 census tracts in Fayette County paired with data from our pantry database, Link2Feed. We were able to aggregate neighbor visits and sort them by census tract, then determine which census tracts accounted for the bulk of neighbor visits to a Fayette County Pantry Program location. The census tracts in white or without shading show areas where visits were less than 2% of the total visits in the county. Tracts in lighter orange are those comprising 2-3% of total visits. Darker orange tracts have the bulk of neighbor visits with totals over 3%.

Figure 1. Fayette County Heat Map



This heat map narrowed our focus to the dark orange census tracts and how we would add property in this area to better serve neighbors, many of which were coming from the downtown 40505 area. We have no current pantry in this zip code even though many of our Fayette County Pantry Program participants listed this as their home address. The area is downtown-adjacent and has city bus routes nearby. In many ways, this became the perfect spot for a new location.

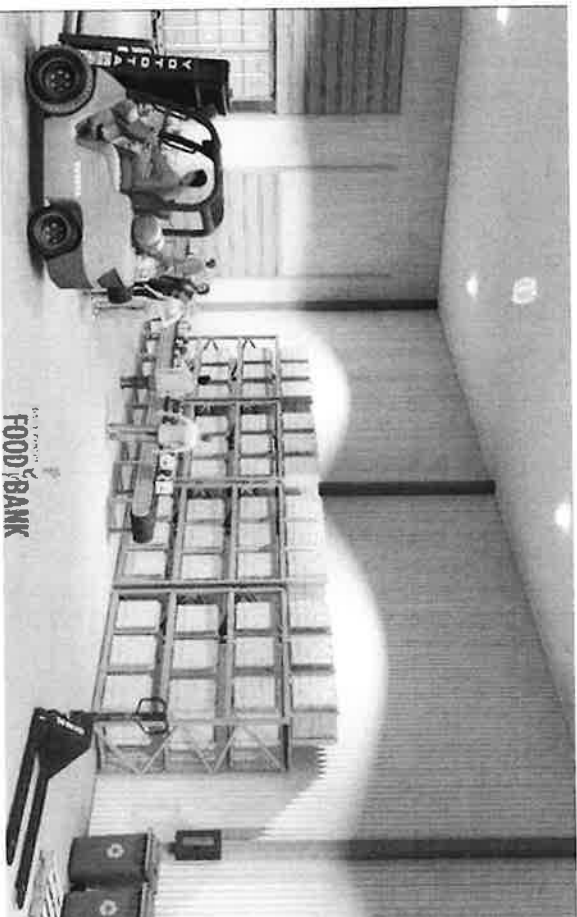
This whole process led us to the signing of a long-term lease at 817 Winchester Road (Suite 150) and we are in the process of remodeling this building. The current length of the lease is 5 years with two 5-year options. When complete, this building will house a volunteer center, a repack room for repackaging bulk food, and a neighbor-choice food pantry modeled like a regular grocery store.

This building was not set up to be any of the above-listed things, as it previously housed a church, a real estate company, and so on. Therefore, much work has been done and much work is planned to convert the space into our vision of a community food resource center. We have identified phases for this project, as outlined below:

- Phase 1: Demolition and Remodeling. This has involved tearing out existing walls, conditioning the floor, adding a loading dock, fitting garage doors, and moving the electrical system. This phase has been completed with the exception of building a retaining wall.
- Phase 2: Volunteer Center/Repack Room. The back portion of the building will be a dedicated volunteer center. We will outfit the building with a walk-in cooler and freezer, racking, and storage areas for food. The volunteer center will also house a repack room that will be available to break large, bulk food items into smaller, family-sized portions. This dedicated space will allow food to go directly from food drives to volunteer food sorting and to the food pantry in a short period of time. In addition, Volunteer Services staff can pick up smaller food drive donations in the van that we will add to this location, taking workload off our fleet of larger trucks. Our drivers can also bring donations from supermarkets through

the Retail Store Program directly to this location as we will have cold storage available. A rendering of the Volunteer Center is provided below.

Image 1 : Volunteer Center Warehouse Area



- Phase 3: Community Food Pantry/Office Space/Break Room/Common Area/Equipment Storage. The front of the building will house a community food pantry. This pantry will be designed to look like a market or grocery store, and will have glass-front coolers and freezers, produce bins, and shelving for food. The pantry building will have extended hours of service for evening and weekend pick-up, ensuring that all residents have increased opportunity to visit during times convenient to their schedules. We are modeling the space after our newly opened pantry at the Northside Branch of the Lexington Public Library, which already has a similar design and equipment set-up to what we envision for 817 Winchester Road. Below is a rendering of the proposed design for the pantry.

Image 2: Community Food Pantry Design



As a part of Phase 3, we will also make sure there are adequate breakrooms and office spaces for the staff members and volunteers that are in the building. We will utilize current office space to have 2 enclosed offices for staff, and will add 8 additional cubicles that will be a mix of staff and volunteer use. Our current referral system for the Fayette County Pantry Program utilizes volunteers to take intake calls from neighbors wishing to visit a pantry. This location may house this volunteer project as well, so cubicles will be needed for volunteers as well as staff.

We also want to have areas to make volunteers comfortable and welcome in the space, such as a shared breakroom and locker space to store belongings. With the ability to host volunteer groups of 40+ people, we need to ensure they have storage for belongings as well as a place to sit down, take a break, and eat a meal.

We also will update the breakroom to ensure both staff and volunteers have a place to respite during their work. There is currently a breakroom, but it will need a new

dividing wall as well as an upgrade of basic kitchen needs such as microwaves, a dishwasher, and a refrigerator. As with any project, ensuring our staff are taken care of and have a comfortable space to rest during their difficult work is always a priority. We will need storage for equipment and cleaning supplies, so we will add this to an existing storage area but will need locked cabinets for cleaning supplies that cannot be stored near food, as well as shelving for storing paper towels and the like. All of the above-mentioned items will be part of Phase 3.

We will highlight the progress and plan for each of these phases in Section 4 in more detail.

Section 3: Applicant Capacity for Project and Meeting ARPA Requirements

God's Pantry Food Bank has a proven track record of receiving, executing, and reporting on federal grants. We are current recipients of the ESR grant for our Fayette County Pantry Program. We also participate in the Emergency Food and Shelter Program and have received ARPA funding through this process. We administer 2 federal commodity programs, The Emergency Food Assistance Program, and the Commodity Supplemental Food Program, which are both federal USDA programs. Overall, we are comfortable with a project of this scale and have the knowledge and recordkeeping necessary for a federal grant such as this.

Currently working on this project are the following food bank staff members:

- Michael Halligan, Chief Executive Officer. Mike joined the Food Bank team after serving in a number of senior procurement management positions at ConAgra Foods. Prior to that he worked as senior vice president of food sourcing and

logistics at Feeding America and also held a variety of positions with PepsiCo and The Quaker Oats Company. He earned a Bachelor of Science degree in Industrial Engineering from Iowa State University.

- Rodney Murphy, Warehousing and Fulfillment Director. Rodney has many years of experience in the warehouse and transportation field, having served in various roles from CDL-A driver to Transportation Manager at the food bank since 2008. He is now responsible for all God's Pantry Food Bank warehouses, inventory, and personnel related to these fields.

- Mike Pope, Maintenance and Food Safety Lead. Bringing over 33 years of experience in maintenance and warehouse management to the Food Bank from Sylvania Electric, "Pope" has been at God's Pantry Food Bank since 2020. He is responsible for project management including obtaining quotes and supervising labor and construction at the new facility.

- Josh Wicker, Maintenance Coordinator. Josh has been at God's Pantry Food Bank since 2021 and comes to us with years of previous maintenance experience. He has assisted with many of the projects at 817 Winchester Road, including the replacing lighting and floor demolition.

We have experienced contractors and partners working on this project as well:

- Churchill McGee has been Project Manager for the Phase 1 demolition and remodeling project. They are a regional contractor specializing in construction management. They have a variety of professional staff available to consult on this project.

- Prospective Studio has been selected to complete the architectural design work for the project. Craig Chamberlain, AIA, NCARB, CID, is the Principal Architect and Founder, and has over 8 years of experience in the field.
- Woodall Concrete, in business since 1988, is building the retaining wall for the dock.
- Anderson Commercial Cleaning, in business since 2003, was responsible for grinding and buffing the floors.
- Raynor Dock Doors of Lexington, in business for over 35 years, installed 3 dock doors for this building.
- Rebuilt, a real estate company, are the current owners of the building and are subleasing office space through this summer while we work on the warehouse part of our project.
- Toyota Manufacturing and UMAC Services are assisting with the retrofit of the LED lights.
- C and T Design and Equipment Company has provided an initial quote for a freezer/cooler.
- Cisco Meraki has committed \$55,000 for a network router and related equipment.

If awarded funding for this project, we have the capacity to complete this project according to all guidelines. Our knowledgeable staff will be able to obtain vendor bids following LFUCG and ARPA requirements as our current procurement process has been modeled after federal standards. We have a bidding process in place for all purchases broken up by cost level into micro purchases (less than \$3,000), small

purchases (\$3,000-\$149,999), and purchases requiring formal solicitation (\$150,000).

Per our policy, vendors shall be evaluated based on the following criteria:

1. Vendor has not been suspended or debarred.
2. Adequacy of the proposed methodology or product to be supplied by the vendor
3. Skill and experience of key personnel
4. Demonstrated company experience
5. Other technical specifications (designated by department requesting proposals)
6. Compliance with administrative requirements of the request for proposal (format, due date, etc.)
7. Vendor's financial stability
8. Results of communications with references supplied by vendor
9. Ability/commitment to meeting deadlines
10. Cost
11. Minority- or women-owned business status of vendor
12. Previous working relationship with vendor and success of the partnership (if applicable)
13. Other criteria (to be specified by department requesting proposal)

We will welcome additional criteria based on the RFP at hand to ensure we are meeting all ARPA regulations.

Section 4: Operational Feasibility

We established a lease on the building at 817 Winchester Road over a year ago, and significant process has already been made. Below is a timeline of current progress, as well as next steps on this project.

- Phase 1: Demolition and Remodeling. May 2021-June 2022.
 - Tear down existing walls (complete)
 - Recondition floor (complete)
 - Add loading dock (complete)
 - Fit garage doors (complete)
 - Demo electrical system (complete)
 - Add retaining wall to dock (planned June 2022)
- Phase 2: Volunteer Center/Repack Room. June 2022-January 2023
 - Install walk-in cooler and freezer (July-November 2022)
 - Floor prep, July-August 2022
 - Installation, September-November 2022
 - Add racking (planned July 2022)
 - Stock with equipment (by January 2023)
 - Retrofit all other warehouse lighting to LEDs (started June 2022)
 - Add networking equipment for internet connectivity (by January 2023)
 - Retrofit of dock leveler (November-December 2022)
 - Repack room (September 2022-January 2023)
 - Initial framing and ceiling replacement (September-December 2022 replacing acoustic tiles with metal tiles)

- Repack room finishing (December 2022-January 2023 exterior walls with plexiglass)
- Add van (by January 2023)
- Painting facility (by January 2023)
- Phase 3: Community Food Pantry/Office Space/Break Room/Common Area/Equipment Storage. December 2023-June 2023
 - Community Food Pantry (February-June 2023)
 - Tear down walls in designated pantry area
 - Purchase coolers, freezers, shelving
 - Change lighting
 - Oasis Insights registration software
 - Check-in furniture (desk/chair)
 - Waiting area furniture (comfortable chairs)
 - Office Space (December 2022-January 2023)
 - Office retrofit
 - 2 enclosed offices with furniture
 - 8 cubicles
 - Black wall demo with plexiglass
 - Break Room (January-February 2023)
 - Space is already available but needs update
 - Upgrade to table, chairs, dishwasher, sink, 2 microwaves, countertop, cabinets in breakroom
 - Adding wall

- Common Area (January-February 2023)
 - Set up for small group meetings or volunteers
 - High top tables with chairs
 - Locker space for volunteers
 - Benches for volunteers
- Equipment Storage (January-February 2023)
 - Triple sink
 - Shelving
 - Metal cabinets for cleaning supplies

Our staff team of CEO, Operations and Warehousing Director, Maintenance and Food Safety Lead, and Maintenance Coordinator, are the leads on this project. We have also had input from staff members with expertise in pantry management, information technology, warehousing, and volunteer services. We are working with qualified, licensed contractors on any work that is outside of our scope to complete this project and we feel confident we will meet the April 2024 deadline, with hopes of completing this project long before that as we know this community food resource center will create many opportunities for increased food access, volunteering, and food rescue.

Section 5: Cost Analysis

The following items will be a part of the 817 Winchester Road proposal. These are broken down by area of the building they will support. We will also have a budget attached to this proposal.

- **Volunteer Center/Warehouse Area**
 - Cooler and Freezer. The volunteer center will need adequate refrigerated and frozen storage to hold any food that is delivered to the food pantry, or is picked up as part of our Retail Store Program. The measurements of this unit are approximately 31 feet x 38 feet x 9 feet. We have an initial cost estimate from C and T Design that includes the units themselves, refrigeration, electrical, and freight. We consider this a facilities improvement as after this unit is installed, it would remain a permanent fixture at the building due to the cumbersome nature of removing this installment.
 - Cooler/freezer units, \$47,500
 - Refrigeration, \$22,400
 - Freight, \$5,500
 - Electric, \$25,000
 - **Total cooler and freezer costs, \$100,400**
 - Facility/construction needs. This area will need a dock leveler retrofit so that our box trucks can use the loading dock to load and unload. This is the most efficient way to load and unload trucks out of this space, but the current design is not the right height for our trucks. We also need to finish

the repack room. This room will be a place to process food, so we need non-porous metal walls and we will be installing a plexiglass window to monitor projects happening in this room. This project will be concurrent with the office space finishing, where we will create space for volunteers and staff members who work with volunteers to have a designated work space. This cost is based on an estimate given by a contractor for the project.

- Dock leveler retrofit, \$24,500
- Repack room and office space finishing, \$60,000
- **Total construction for volunteer center, \$84,500**

- **Food Pantry**

- Construction and facilities needs. The current space for the food pantry has office walls but is otherwise finished, so we will need to remove any walls that are limiting the size of the space. Cost estimates are based on construction in other areas of this building.

- Tear down pantry walls to enhance space, \$20,000
- Change lighting in pantry area, \$15,000
- **Total construction costs, \$35,000**

- **Office/Break Room/Common Area**

- Construction additions. The current space has a good set up for a breakroom area, but the equipment and cabinets are in poor repair. We will install new cabinets and countertops in the break area. We will also add a wall and a door in the office area where it has been divided in a

different way previously. The new configuration should give us space for 2 enclosed offices, as well as space for 8 cubicles for volunteers and/or staff members.

- Countertop/cabinets, \$15,000
- Add wall and door in office area, \$10,000
- **Total breakroom/common area, \$25,000**

- **Overall Community Food Resource Center**

- Painting. The entire facility will need to be repainted based on the construction projects that have been completed. We have obtained quotes from local contractors for painting the volunteer center and repack room including patching gypsum board, priming, and 2 coats of Shervin Williams paint. The quote for these areas is \$23,125.
 - **Total painting, \$23,125**
- Technology implementation. To have a fully functional warehouse, we will need barcode scanning for pallets of food. This will involve wiring the facility for Ethernet. We will also need each workstation to have adequate access to the internet for daily work functions.
 - **Wiring for the facility (Ethernet).** Based on estimate at Winchester warehouse. This will provide internet connectivity to workstations and create wireless access points, \$15,000
 - **Total tech implementation, \$15,000**

Facilities=\$283,025

Budget for Facilities Costs

General Item/location	Item detail	Cost
Volunteer Center/Warehouse Area	Cooler and freezer, walk-in units	\$47,500.00
Volunteer Center/Warehouse Area	Cooler and freezer, refrigeration	\$22,400.00
Volunteer Center/Warehouse Area	Cooler and freezer, freight	\$5,500.00
Volunteer Center/Warehouse Area	Cooler and freezer, electric	\$25,000.00
Warehouse	Dock leveler retrofit	\$24,500.00
Repack Room/Office	Repack room and office space finishing	\$60,000.00
Food Pantry	Tear down pantry wall	\$20,000.00
Food Pantry	Change lighting, pantry area	\$15,000.00
Break Room	Add wall and door in break room	\$10,000.00
Break Room	Countertop/cabinets	\$15,000.00
All facility	Ethernet wiring, all facility	\$15,000.00
Office/Break Room/Common Area	Painting	\$23,125.00
Total facilities		\$283,025.00

TSP
MAY

LEASE

THIS LEASE (the "Lease") made and entered into effective this the 1st day of March, 2021 by and between 817 Winchester, LLC, whose address is 817 Winchester Road, Suite 150, Lexington, KY 40505 (hereafter referred to as "Landlord") and God's Pantry Food Bank, Inc. whose address is 1685 Jaggle Fox Way, Lexington, KY 40511 (hereafter referred to as "Tenant").

Section 1. Premises.

That for and in consideration of the rental, covenants and conditions hereinafter stipulated to be paid and performed by Tenant, Landlord does hereby let and lease unto Tenant, and Tenant does hereby accept and Lease from the Landlord, the "Premises" consisting of approximately 20,398 square feet, otherwise known as 817 Winchester Road, Suite 150, Lexington, KY 40505. The Premises is more particularly described in Exhibit A herein.

Section 2. Lease Term.

The Lease Term shall be five (5) years, beginning and ending per Exhibit B (Commencement Date Certificate) herein.

Section 3. Renewal Right.

Provided there are no uncured defaults by Tenant in the performance or observance of any of the terms, conditions, covenants or obligations of this Lease, Tenant shall have two (2) options to renew the Lease five (5) Lease Years each, upon the same terms and conditions as this Lease during any such renewal term, except for any adjustment to Rent, as set out in Section 4. Rent/Security Deposit, which shall be provided to Tenant in writing. If Tenant does desire to exercise these renewal rights, then Tenant shall notify Landlord of his intention to renew at least one hundred eighty (180) days prior to expiration of the current Term.

Section 4. Rent/Security Deposit.

Tenant shall pay to Landlord "Base Rent" in advance, without demand, deduction or set off, equal to the following amounts for the following intervals:

<u>Time Period</u>	<u>Monthly Base Rent</u>
Years 1-3:	\$8,499.17
Year 4:	\$8,669.15
Year 5:	\$8,839.13
<u>First Option Time Period</u>	<u>Monthly Base Rent</u>
Year 6:	\$9,060.11
Year 7:	\$9,286.61
Year 8:	\$9,518.78
Year 9:	\$9,756.75
Year 10:	\$10,000.67
<u>Second Option Time Period</u>	<u>Monthly Base Rent</u>
Year 11:	\$10,250.68
Year 12:	\$10,506.95
Year 13:	\$10,769.63
Year 14:	\$11,038.87
Year 15:	\$11,314.84

Monthly installments of Base Rent shall be due on the first of every month except for the first installment of Base Rent and Operating Expenses as specified below. If the term begins on a day other than the first day of a month or ends on a day other than the last day of a month, the Base Rent and additional rent required hereunder for such partial month shall be prorated.

(A) Past Due Rent

If Tenant shall fail to pay when the same is due and payable, any amounts due hereunder, and same remains unpaid five (5) days after the date when due, then in such event, Tenant shall pay Landlord the sum of fifty dollars (\$50.00) for each day said rental installment remains unpaid from the original due date of said installment.

(B) Operating Expenses

Tenant shall pay, as additional rent, its Proportionate Share (defined below) of all costs incurred in owning, operating, managing, and maintaining the land and building and the facilities and services provided for the common use of Tenant and any other tenants of the Building (collectively "Operating Expenses"), including the following terms: (1) taxes (defined below) and the cost of any tax consultant employed to assist Landlord in determining the fair tax valuation of the building and land; (2) the cost of all utilities used in the building that are not billed separately to a tenant of the building for above building standard utility consumption; (3) the cost of insurance; (4) the cost of repairs, replacement, management fees and expenses, landscape maintenance and replacement, snow/ice removal, security service (if provided), sewer service (if provided) and trash service (if provided); (5) the cost of dues, assessments, and other charges applicable to the land payable to any property or community owner association under restrictive covenants or deed restrictions to which the Premises are

subject; (6) maintenance of fire sprinkler system; (7) alterations, additions, and improvements made by Landlord to comply with any applicable law; and (8) the cost of pest control.

Additional rent under this section shall be payable by Tenant to Landlord in monthly installments equal to one-twelfth (1/12) of the Landlord's estimate of Tenant's Proportionate Share of annual operating expenses. The initial monthly payments are based upon Landlord's estimate of the operating expenses for the year in question, and shall be increased or decreased annually to reflect the projected actual operating expenses for that year. Within one hundred twenty (120) days after each calendar year or as soon thereafter as is reasonably practical, upon written request by Tenant, Landlord shall deliver to Tenant a statement setting forth the actual operating expenses for such year. If Tenant's total payments in respect of Operating Expenses for any year are less than Tenant's Proportionate Share of Operating Expenses for that year, Tenant shall pay the difference to Landlord within thirty (30) days after Landlord's request therefor. If such payments are more than Tenant's Proportionate Share of Operating Expenses, Landlord shall retain such excess and credit it against Tenant's future annual payments. Operating Expenses shall not include the following: (A) any costs for interest, amortization, or other payments on loans to Landlord; (B) expenses incurred in leasing or procuring tenants; (C) legal expenses other than those incurred for the general benefit of the building's tenants; (D) allowances, concessions, and other costs of renovating or otherwise improving space for occupants of the building or vacant space in the building; (E) federal income taxes imposed on or measured by the income of Landlord from the operation of the building; (F) rents under ground leases; and (G) costs incurred in selling, syndacating, financing, mortgaging, or hypothecating any of Landlord's interests in the building.

There shall be no duplication of costs for reimbursements and calculating Operating Expenses. The amounts of the initial monthly Base Rent and Tenant's Proportionate Share of Operating Expenses (and the part thereof attributable to taxes) are as follows:

Base Rent in Year 1:	\$8,499.17 per month
Estimated Operating Expenses in Year 1:	\$2,379.77 per month
Total Initial Monthly Payment in Year 1:	\$10,878.94 per month

The first installment of Base Rent and Operating Expenses shall be all Base Rent and Operating Expenses due through December 31, 2021 and shall be due upon execution of the Lease.

"Tenant's Proportionate Share" shall be twenty-five point nine zero (25.90%) which is the percentage obtained by dividing the 20,398 rentable square feet in the Premises by the 78,752 rentable square feet in the Building.

"Taxes" shall mean taxes, assessments, governmental charges whether federal, state, county, or municipal, and whether they be by taxing districts or authorities presently taxing or by other subsequently created or otherwise and any other taxes and assessments attributable to the Building (or its operation) excluding, however, penalties and interest thereon and federal and state taxes on income of the Landlord.

(C) **Security Deposit.** Concurrently with its execution of this Lease, Tenant has deposited with Landlord the sum of \$8,499.17 to be held as a security deposit (the "Security Deposit"), to be held to guarantee the faithful and timely performance by Tenant of all its obligations under this Lease. Any interest earned thereon shall be the property of Landlord. Unless and until Tenant is in default with respect to any provision hereof, the Security Deposit shall be the property of Tenant. If Tenant defaults with respect to any provision of this Lease, Landlord may expend the whole or any part of the Security Deposit for the payment of any sums due Landlord or for reimbursement to Landlord of any amount that Landlord may expend by reason of such default. If any portion or all of the Security Deposit is so used, Tenant shall, within ten (10) days after demand therefore, deposit cash with Landlord in an amount sufficient to restore the Security Deposit to its original amount and failure to do so shall be a breach of this Lease. If Tenant shall not be in default under this Lease, the Security Deposit shall be returned to Tenant at the end of the third (3rd) year of the initial term, provided that Landlord may retain the Security Deposit until such time as all amounts due from Tenant hereunder have been paid in full. If the Building is transferred, Landlord may pay over the Security Deposit to Landlord's transferee to be held under the terms of this Lease and Landlord shall be released from all liability for the return of the Security Deposit.

Section 5. Utilities.

Upon execution of the Lease, Tenant shall pay before same become delinquent all utilities including, but not limited to, electricity, gas, water, sewer, voice/data consumed upon the Premises.

Section 6. Taxes.

Landlord shall pay all taxes, assessments, and governmental charges whether federal, state, county, or municipal and whether they are imposed by taxing or management districts or authorities presently existing or hereafter created (collectively "Taxes") that accrue against the Premises, the land and the Building. If, during the term, there is levied, assessed or imposed on Landlord a capital levy or other tax directly on the rent or a franchise tax, assessment, levy or charge measured by or based, in whole or in part, upon rent, then all such taxes, assessments, levies or charges, or the part thereof so measured or based, shall be included within the term "Taxes." If the Building is occupied by more than one tenant and the cost of any improvements constructed in the Premises is disproportionately higher than the cost of improvements constructed in the Premises of other tenants of the Building, then Landlord may require that Tenant pay the amount of Taxes attributable to such improvements in addition to its Proportionate Share of other Taxes.

Tenant shall (1) before delinquency, pay all taxes levied or assessed against any personal property, fixtures, or alterations placed in the Premises, and (2) upon the request of the Landlord, deliver to Landlord receipts from the applicable taxing authority or other evidence acceptable to Landlord to verify that such taxes have been paid. If any such taxes are levied or assessed against Landlord or Landlord's property is increased thereby and Landlord pays the increased taxes, then Tenant shall pay to Landlord such taxes within ten (10) days after Landlord's request therefor.

Section 7. Maintenance Provisions.

(A) Landlord's Maintenance Obligations.

Landlord's maintenance obligations are limited to the maintenance of the Building's roof and maintenance of the foundation piers and structural members of the exterior walls (collectively, the "Building's Structure"); however, Landlord shall not be responsible (1) for any such work until Tenant delivers to Landlord written notice of the need therefor, or (2) for alterations to the Building Structure required by law because of Tenant's use of the Premises (which alterations shall be performed by Tenant). The Building Structure does not include windows, plate glass, doors, special facades or office entries, all of which shall be maintained by Tenant. Landlord's liability for any defects, repairs, replacement or maintenance for which Landlord is responsible hereunder shall be limited to the cost of performing such work.

Additionally, Landlord shall maintain the parking areas, driveways, alleys and grounds surrounding the Premises in a clean and sanitary condition, consistent with the operation of an office/warehouse Building, including prompt maintenance, repairs and replacements of (1) the exterior of the Building (including painting), (2) sprinkler systems and sewage lines at the point of connection to the Premises. Tenant shall promptly notify Landlord of any work required to be performed under this section, and Landlord shall not be responsible for performing such work until Tenant delivers to Landlord such notice in writing.

(B) Tenant's Maintenance Obligations.

- (a) Tenant hereby acknowledges that Landlord has constructed a building and improvements upon the Premises, which Tenant has fully inspected and accepts same "AS IS" by signing herein below subject to Landlord Work described herein below.
- (b) Tenant shall maintain all parts of the Premises (except for maintenance work that Landlord is expressly responsible for as provided hereinabove) in good condition and promptly make all necessary repairs and replacements to the Premises. Tenant shall repair and pay for any damage caused by Tenant or its agents, contractors, or invitees or caused by Tenant's default hereunder. Tenant is not responsible to repair and pay for any damage caused by Landlord's default hereunder.
- (c) Tenant shall be responsible for the maintenance, repair, and replacement of the existing in place HVAC system up to \$2,500.00 per year per unit. All costs over and above \$2,500.00 per year per unit shall be at the sole cost of the Landlord as long as Tenant has performed preventative maintenance in accordance with law and with such equipment manufacturer's suggested operation/maintenance service program. Upon replacement of an existing in place HVAC System unit, all maintenance, repair, and replacement going forward shall be at the sole cost and expense of the Tenant as long as Tenant remains under the Lease. Tenant shall be responsible for maintenance, repair, and replacement for all new HVAC that Tenant intends to install at the Premises.
- (d) Tenant shall be responsible for all pest control in the Premises and control of pests migrating from the Premises to other portions of the Building. If requested by Landlord, Tenant shall enter into a regularly scheduled preventative pest control contract with a contractor reasonably acceptable to Landlord. At Landlord's election, Landlord may perform the work required under this section at Tenant's expense.

(C) Discharge of Mechanical's Liens.

Tenant shall promptly pay all contractors and materialmen employed by Tenant, so as to minimize the possibility of a lien attaching to the leased Premises, and should any such lien be made or filed, Tenant shall bond against or discharge the same within thirty (30) days after written request by Landlord.

(D) Access to Premises.

Landlord shall have free access to the Premises at all reasonable times and also upon reasonable notice for the purpose of examining the same or to make any alterations or repairs to the Premises that Landlord may deem necessary for its safety or preservation. During the one hundred twenty (120) days prior to expiration of the Term of this Lease, or any renewal term, Landlord may exhibit the leased Premises to prospective purchasers or tenants and place upon the leased Premises notices such as "for lease", or "for sale", which notices Tenant shall permit to remain thereon without molestation.

(E) **Initial Condition and Maintenance of Systems.** Landlord agrees that the HVAC and other mechanical systems, plumbing, and electrical systems of the Premises ("Systems"), which Tenant is otherwise required to maintain under this Section 7, shall be in good working order upon the date of Tenant possession of the Premises. Therefore, and as Landlord's sole obligation and liability with respect to the agreement in the immediately preceding sentence, Landlord shall at its expense perform any repairs and maintenance of the Systems which may be reasonably necessary during the one hundred eighty (180) day period following said date.

Section 8. Landlord's Work/Alterations.

Tenant shall not make any alterations, additions, or improvements to the Premises without the prior written consent of Landlord. Landlord shall not be required to notify Tenant of whether it consents to any alteration, addition, or improvement until it (a) has received plans and specifications therefor that are sufficiently detailed to allow construction of the work depicted thereon to be performed in a good and workmanlike manner, and (b) has had a reasonable opportunity to review them. If the alteration, addition, or improvement will affect the Building's Structure, HVAC system, or mechanical, electrical, plumbing systems, or sprinkler system then the plans and specifications therefore must be prepared by a licensed engineer reasonably acceptable to Landlord. Landlord's approval of any plans and specifications shall not be a representation that the plans or the work depicted thereon will comply with law or be adequate for any purpose, but shall merely be Landlord's consent to performance of the work. Upon completion of any alteration, addition, or improvement, Tenant shall deliver to Landlord accurate, reproducible as-built plans therefor. Tenant may erect shelves, bins, machinery, and trade fixtures provided that such items: (1) do not alter the basic character of the Premises or the Building; (2) do not overload or damage the same; and (3) may be removed without damage to the Premises. Unless Landlord specifies in writing otherwise, all alterations, additions, and improvements shall be Landlord's property when installed in the Premises. All work performed by a tenant in the Premises (including that relating to the installation, repair, replacement, or removal of any item) shall be performed in accordance with all applicable laws and with Landlord's specifications and requirements, in

a good and workmanlike manner, and so as not to damage or alter the Building's Structure or the Premises. Notwithstanding the foregoing, Tenant shall not be required to obtain Landlord's consent for repainting, re carpeting, or other alterations totaling less than \$5,000 in any single instance or series of related alterations performed within a six (6) month period, provided that such alterations do not affect the configuration or location of any exterior or interior walls of the Building, the HVAC system, the Building's Structure, or the Building's electrical, plumbing, sprinkler system or other mechanical systems.

Section 9. Signage.

Tenant will be permitted to install maximum signage per applicable code on the exterior of each side of the Premises or the Building with Landlord's prior written approval which shall not be unreasonably withheld. Tenant shall repair, paint, and/or replace any portion of the Premises or the Building damaged or altered as a result of its signage when it is removed (including, without limitation, any discoloration of the Building). Landlord shall not be required to notify Tenant of whether it consents to any sign until it: (1) has received detailed, to-scale drawings thereof specifying design, material composition, color scheme, and method of installation, and (2) has had a reasonable opportunity to review them.

Section 10. Insurance.

(A) Tenant's Insurance Provision:

Tenant shall maintain: (a) workers compensation insurance (with a waiver of subrogation endorsement reasonably acceptable to Landlord) and commercial general liability insurance (with contractual liability endorsement), including personal injury and property damage in the amounts of at least \$1,000,000.00 per occurrence, \$2,000,000.00 aggregate; (b) fire and extended coverage insurance covering (1) the replacement cost of all alterations, additions, partitions and improvements installed in the Premises; (2) the replacement cost of all of Tenant's personal property in the Premises; and (3) loss of profits in the event of an insured peril damaging the Premises; and (c) such other insurance as Landlord may reasonably require. Such policies shall (A) name Landlord, Landlord's agents, and their respective affiliates as additional insureds (and as loss payees on the fire and extended coverage insurance); (B) be issued by an insurance company acceptable to the Landlord; (C) provide that such insurance may not be cancelled unless thirty (30) days prior written notice is first given to Landlord; (D) be delivered to Landlord by Tenant before the Commencement Date and at least fifteen (15) days before each renewal thereof; and (E) provide primary coverage to Landlord when any policy issued to Landlord is similar or duplicate in coverage, in which case Landlord's policy shall be excess over Tenant's policies.

(B) Landlord's Insurance Provision

Throughout the term of this Lease, Landlord shall maintain the following insurance: (1) fire and extended risk insurance; and (2) commercial general liability insurance. Upon Tenant's written request (but no more than once in any twelve (12) month period), Landlord shall provide to Tenant evidence that Landlord is maintaining such insurance.

Section 11. Indemnity

(A) Tenant's Indemnity and Waiver of Claims:

Subject to the waiver of claims set forth below, Tenant shall indemnify, defend, and hold harmless Landlord, its successors, assigns, agents and employees, contractors, partners, directors, officers and affiliates (collectively, the "Landlord Indemnified Parties") from and against all fines, suits, losses, costs, liabilities, claims, demands, actions, and judgments of every kind or character (1) arising from Tenant's failure to perform its covenants hereunder or violation of any law; (2) recovered from or asserted against any of the Landlord Indemnified Parties on account of any Loss (defined below) to the extent that any such Loss may be incident to, arise out of or be caused, wholly or in part by Tenant or any person entering upon the Premises under or with Tenant's express or implied invitation or permission (each a "Tenant Party"); (3) arising from or out of the occupancy of or use by a Tenant Party or arising from or out of any occurrence in the Premises, howsoever caused, or (4) suffered by, recovered from, or asserted against any of the Landlord Indemnified Parties by a Tenant Party. However, such indemnification of the Landlord Indemnified Parties by Tenant shall not be applicable to the extent such loss, damage, or injury is caused by the negligence or willful misconduct of Landlord or any of its duly authorized agents or employees.

Landlord shall not be liable to Tenant or those claiming by, through or under Tenant for any injury to or death of any person or persons or the damage to or theft, destruction, loss, or loss of use of any property or inconvenience (a "Loss") caused by casualty, theft, fire, third parties, or any other matter (including Losses arising through repair or alteration of any part of the Building, or failure to make repairs, or from any other cause), except to the extent the same is caused by the negligence or willful misconduct of Landlord or any of its duly authorized agents or employees.

Landlord and Tenant each waive any claim it might have against the other for any damage to or theft, destruction, loss, or loss of use of any property, to the extent the same is insured against under any insurance policy maintained by it that covers the Building, the Premises, Landlord's or Tenant's fixtures, personal property, leasehold improvements, or business, or is required to be insured against by the waiving party under the terms hereof, regardless of whether the negligence or fault of the other party caused such loss; however, each party's waiver shall not apply to any deductible amounts maintained by Landlord or Tenant under its respective insurance. Each party shall cause its insurance carrier to endorse all applicable policies waiving the carrier's respective rights of recovery under subrogation or otherwise against the other party.

(B) Landlord's Indemnity.

Subject to any limitation or waiver set forth elsewhere in this Lease, Landlord shall indemnify, defend, and hold harmless Tenant, its successors, assigns, agents and employees, contractors, partners, directors, officers and affiliates (collectively, the "Tenant Indemnified Parties") from and against all fines, suits, losses, costs, liabilities, claims, demands, actions, and judgments of every kind or character (1) arising from Landlord's failure to perform its covenants hereunder or violation of any law, or (2) arising from Landlord's negligence or willful misconduct.

Section 12. Damage to Premises.

Tenant shall immediately give written notice to Landlord of any damage to the Premises or the Building. If the Premises or the Building is totally destroyed by an insured peril, or so damaged by an insured peril that, in Landlord's estimation, rebuilding or repairs cannot be substantially completed within one hundred twenty (120) days after the date of Landlord's actual knowledge of such damage, then either Landlord or (if Tenant or its agents did not cause such damage) Tenant may terminate this Lease by delivering to the other written notice thereof within thirty (30) days after such damage, in which case, the rent shall be abated during the unexpired portion of this Lease, effective upon the date such damage occurred.

Subject to the parties' waiver of subrogation as set forth herein, if this Lease is not terminated as provided above, then Landlord shall restore the Premises to substantially their previous condition, except that Landlord shall not be required to rebuild, repair or replace the partitions, fixtures, additions, and other improvements or personal property required to be covered by Tenant's insurance. If the Premises are untenantable, in whole or in part, during the period beginning on the date such damage occurred and ending on the date of substantial completion of Landlord's repair or restoration work (the "Repair Period"), then the rent for such period shall be reduced to such extent as may be fair and reasonable under the circumstances and the Term shall be extended by the number of days in the Repair Period.

If the Premises are destroyed or substantially damaged by any peril not covered by the insurance maintained by Landlord or any mortgagee of Landlord requires that insurance proceeds be applied to the indebtedness secured by its Mortgage, Landlord may terminate this Lease by delivering written notice of termination to Tenant within ninety (90) days after such destruction or damage or such requirement is made known to Landlord, whereupon all rights and obligations hereunder shall terminate, except for any liabilities of Tenant which accrued before this Lease is terminated.

Section 13. Use.

Additionally, The Premises shall be used only for lawful purposes as may be incidental thereto and that Landlord warrants that the Premises is zoned L-1 (Light Industrial). Tenant shall not use the Premises to receive, store, or handle any product, material, or merchandise that is explosive or highly flammable or hazardous. Tenant shall be solely responsible for complying with all laws applicable to the use, occupancy, and condition of the Premises. Tenant shall not: (1) permit any objectionable or unpleasant odors, smoke, dust, gas, light, noise, or vibrations to emanate from the Premises; (2) take any other action that would constitute a nuisance or would disturb, unreasonably interfere with, or endanger Landlord or any other person; or (3) permit the Premises to be used for any purpose or in any manner that would (a) void the insurance thereon, (b) increase the insurance risk, or (c) cause the disallowance of any sprinkler credits. Tenant shall pay to Landlord on demand any increase in the cost of any insurance on the Premises or the Building incurred by Landlord, that is caused by Tenant's use of the Premises or because Tenant vacates the Premises. Tenant and its employees and invitees shall have the non-exclusive right to use, in common with others, any parking areas associated with the Premises that Landlord has designated for such use, subject to (1) such reasonable rules and regulations as Landlord may promulgate from time to time, and (2) rights of ingress and egress of other tenants and their employees, agents, and invitees. Landlord shall not be responsible for enforcing Tenant's parking rights against third parties.

Section 14. Assignment and Subletting.

Tenant shall not, without the prior written consent of Landlord, (1) advertise that any portion of the Premises is available for lease or cause or allow any such advertisement, (2) assign, transfer, or encumber this Lease or any estate or interest herein, whether directly or by operation of law, (3) permit any other entity to become tenant hereunder by merger, consolidation, or other reorganization, (4) if Tenant is an entity other than a corporation whose stock is publicly traded, permit the transfer of an ownership interest in Tenant so as to result in a change in the current control of Tenant, (5) sublet any portion of the Premises, (6) grant any license, concession, or other right of occupancy of any portion of the Premises, or (7) permit the use of the Premises by any parties other than Tenant (any of the events listed in clauses (2) through (7) being a "Transfer"). If Tenant requests Landlord's consent to a Transfer then Tenant shall provide Landlord with a written description of all terms and conditions of the proposed transfer, copies of the proposed documentation, and the following information about the proposed transferee: (a) Name and address; (b) reasonably satisfactory information about its business and business history; (c) its proposed use of the Premises; (d) banking, financial, and other credit information; and (e) general references sufficient to enable Landlord to determine the proposed transferee's credit worthiness and character. Tenant shall reimburse Landlord for its reasonable attorney's fees and other expenses incurred in connection with considering any request for its consent to a Transfer. If Landlord consents to a proposed Transfer, then the proposed transferee shall deliver to Landlord a written agreement whereby it expressly assumes the Tenant's obligations hereunder (however, any transferee of less than all of the space in the Premises shall be liable only for obligations under this Lease that are properly allocable to the space subject to the Transfer, and only to the extent of the rent it has agreed to pay. Tenant therefor) and, in the case of an assignment or subletting, Tenant shall pay to Landlord's leasing agent a commission therefor equal to three percent (3%) of the consideration payable in respect thereof. Landlord's consent to a Transfer shall not release Tenant from performing its obligations under this Lease, but rather Tenant and its transferee shall be jointly and severally liable therefor. Landlord's consent to any Transfer shall not waive Landlord's rights as to any subsequent Transfers. If an event of default occurs while the Premises or any part thereof are subject to a Transfer, then Landlord, in addition to its other remedies may collect directly from such transferee all rents becoming due to Tenant and apply such rents against Tenant's rent obligations. Tenant authorizes its transferees to make payments of rent directly to Landlord upon receipt of notice from Landlord to do so.

Section 15. Tenant Defaults.

Each of the following events shall constitute an "Event of Default" under this Lease:

(a) Tenant fails to pay any rent when due or any payment, charge, or reimbursement required under this Lease or any other lease with Landlord when due, and in either such failure continues for a period of five (5) days from the date such payment was due. Tenant covenants that in the event of such default it will continue primarily liable for the payment of all rent hereunder, and Landlord may accelerate the Base Rent and Additional Rent, if any, due for the remainder of the then current lease term and sue Tenant for the total sums due and owing for the remainder of the lease term.

(b) The filing of a petition by or against Tenant or any guarantor of Tenant's obligations hereunder (1) in any bankruptcy or insolvency proceeding; (2) seeking any relief under any debtor relief law; (3) for the appointment of a liquidator, receiver, trustee, custodian, or similar official for all or substantially all of Tenant's property; or for Tenant's interest in this Lease; or (4) for reorganization or modification of Tenant's capital structure (however, if any such petition is filed against Tenant, then the filing of such petition shall not constitute an Event of Default, unless it is not dismissed within sixty (60) days after the filing thereof).

(c) Tenant fails to discharge any lien placed upon the Premises within thirty (30) days after any such lien or encumbrance is filed against the Premises.

(d) Tenant fails to comply with any terms, provision, or covenant of this Lease (other than those listed above in this section) and such failure continues for ten (10) days after written notice thereof to Tenant.

(e) Tenant fails to pay its obligations as they become due or Tenant has defaulted under any agreement executed in connection with or evidencing indebtedness of Tenant in excess of \$1,000.00.

Section 16. Remedies for Tenant Default.

(A) Upon any Event of Default, Landlord may, in addition to all other rights and remedies afforded Landlord hereunder or by law, take any of the following actions:

(1) Terminate this Lease by giving Tenant written notice thereof, in which event, Tenant shall pay to Landlord the sum of (a) all rent accrued hereunder through the date of termination, (b) all amounts due under the following section, and (c) the total rent that Tenant would have been required to pay for the remainder of the Term; or

(2) Terminate Tenant's right to possess the Premises without terminating this Lease by giving written notice thereof to Tenant, in which event Tenant shall pay to Landlord (a) all rent and other amounts accrued hereunder to the date of termination of possession, (b) all amounts due from time to time under the following section, and (c) all rent and other sums required hereunder to be paid by Tenant during the remainder of the Term, diminished by any net sums thereafter received by Landlord through reletting the Premises during such period. Landlord shall use reasonable efforts to relet the Premises on such terms and conditions as Landlord, in its sole discretion, may determine (including a term different than the term, rental concessions and alterations to, and improvement of, the Premises); however, Landlord shall not be obligated to relet the Premises before leasing other portions of the Building. Landlord shall not be liable for, nor shall Tenant's obligations hereunder be diminished because of, Landlord's failure to relet the Premises or to collect rent due for reletting. Tenant shall not be entitled to the excess of any consideration obtained by reletting over the rent due hereunder. Re-entry by Landlord in the Premises shall not affect Tenant's obligations hereunder for the unexpired term; rather, Landlord may, from time to time, bring action against Tenant to collect amounts due by Tenant, without the necessity of Landlord's waiting until the expiration of the Term. Unless Landlord delivers written notice to Tenant expressly stating that it has elected to terminate this Lease, all actions taken by Landlord to exclude or dispossess Tenant of the Premises shall be deemed to be taken under this section. If Landlord elects to proceed under this section, it may at any time elect to terminate this Lease.

Additionally, without notice, Landlord may reenter the Premises, with or without process of law, alter locks or other security devices at the Premises to deprive Tenant of access thereto, and Landlord shall not be required to provide a new key or right of access to Tenant. Landlord shall not be liable in damages or otherwise by reason of reentry or termination of this Lease.

(B) Tenant shall pay to Landlord all costs incurred by Landlord (including court costs and reasonable attorney's fees and expenses) in (1) obtaining possession of the Premises, (2) removing and storing Tenant's or any other occupant's property, (3) repairing, restoring, altering, remodeling, or otherwise putting the Premises into condition acceptable to a new tenant, (4) if Tenant is disposed of the Premises and this Lease is not terminated, reletting all or any part of the Premises (including brokerage commissions, costs of tenant finish work, and other costs incidental to such reletting), (5) performing Tenant's obligations that Tenant failed to perform, and (6) enforcing, or advising Landlord of its rights, remedies and resources. Landlord's acceptance of rent following an Event of Default shall not waive Landlord's rights regarding such Event of Default. Landlord's receipt of rent with knowledge of any default by Tenant hereunder shall not be a waiver of such default, and no waiver by Landlord of any provision of this Lease shall be deemed to have been made unless set forth in writing and signed by Landlord. No waiver by Landlord of any violation or breach of any of the terms contained herein shall waive Landlord's rights regarding any future violation of such term or violation of any other term. If Landlord repossesses the Premises pursuant to the authority herein granted, then Landlord shall have the right to (a) keep in place and use or (b) remove and store, at Tenant's expense, all of the furniture, fixtures, equipment, and other property in the Premises, including that which is owned by or leased to Tenant at all times before any foreclosure thereon by Landlord or repossession thereof by any lessor thereof or third party having a lien thereon. Landlord may relinquish possession or all or any portion of such furniture, fixtures, equipment, and other property to any person (a "Claimant") who presents to Landlord a copy of any instrument represented by Claimant to have been executed by Tenant (or any predecessor of Tenant) granting Claimant the right under various circumstances to take possession of such furniture, fixtures, equipment or other property, without the necessity on the part of the Landlord to inquire into the authenticity or legality of the instrument. Landlord may, at its option and without prejudice to or waiver of any rights it may (i) escort Tenant to the Premises to retrieve any personal belongings of Tenant and/or its employees not covered by the Landlord's statutory lien or security interest granted herein, or (ii) obtain a list from Tenant of the personal property of Tenant and/or its employees that is not covered by the Landlord's statutory lien or the security interest granted herein, and make such property available to Tenant and/or Tenant's employees; however, Tenant first shall pay in cash all costs and estimated expenses to be incurred in connection with the removal of such property and making it available. The rights of Landlord herein stated are in addition to any and all other rights that Landlord has or may hereafter have at law or in equity, and Tenant agrees that the rights herein granted Landlord are commercially reasonable.

Section 17. Landlord Default.

If Landlord fails to perform any of its obligations hereunder within sixty (60) days after written notice from Tenant specifying such failure, Tenant's exclusive remedy shall be an action for damages. Unless Landlord fails to so cure such default after such notice, Tenant shall not have any remedy or cause of action by reason thereof. Liability of Landlord to Tenant for any default by Landlord shall be limited to actual, direct, but not consequential, damages therefor, and shall be recoverable only from the interest of Landlord in the Building in which the leased Premises are located, and neither Landlord nor Landlord's owners shall have any personal liability therefor, and in no event shall such liability exceed an amount equal to the dollar amount expended by Tenant on capital improvements made by Tenant to the Premises.

Section 18. Subordination and Attornment.

This Lease shall be subordinate to any deed of trust, mortgage, or other security interest instrument (a "Mortgage"), and any ground lease, master lease, or primary lease (a "Primary Lease") that now or hereafter covers any portion of the Premises (the mortgage under any mortgage or the lessor under any primary lease is referred to herein as "Landlord's Mortgage"), and to increases, renewals, modifications, consolidations, replacements, and extensions thereof. However, any Landlord's Mortgage may elect to subordinate its Mortgage or Primary Lease (as the case may be) to this Lease by delivering written notice thereof to Tenant. The provisions of this section shall be self-operative, and no further instrument shall be required to effect such subordination; however, Tenant shall from time to time within ten (10) days after request therefor, execute any instruments that may be required by any Landlord's Mortgage to evidence the subordination of this Lease to any such Mortgage or Primary Lease. If Tenant fails to execute the same within such ten (10) day period, Landlord may execute the same as attorney-in-fact for Tenant.

Section 19. Holding Over.

No act by Landlord shall be an acceptance of a surrender of the Premises, and no agreement to accept a surrender of the Premises shall be valid unless it is in writing and signed by Landlord. At the end of the Term or the termination of Tenant's rights to possess the Premises, Tenant shall: (1) deliver to Landlord the Premises with all improvements located therein in good repair and condition, reasonable wear and tear (subject to Tenant's maintenance obligations) accepted, and with the HVAC system and hot water equipment, light and light fixtures (including ballasts), and overhead doors and related equipment in good working order; (2) deliver to Landlord all keys to the Premises; and (3) remove all signage placed on the Premises, the Building, or the land by or at Tenant's request. All fixtures, alterations, additions, and improvements shall be Landlord's property and shall remain on the Premises except as provided in the next two sentences. Provided that Tenant has performed all of its obligations hereunder, Tenant may remove all unattached trade fixtures, furniture, and personal property placed in the Premises by Tenant (but Tenant shall not remove any such item which was paid for, in whole or in part, by Landlord). Additionally, Tenant shall remove such alterations, additions, improvements, fixtures, equipment, wiring, furniture and other property as Landlord may request, provided such request is made within three (3) months after the end of the Term. All items not so removed shall, at the option of Landlord, be deemed abandoned by Tenant and may be appropriated, sold, stored, destroyed, or otherwise disposed of by Landlord without notice to Tenant and without any obligation to account for such items and Tenant shall pay for the costs incurred by Landlord in connection therewith. Any such disposition shall not be considered a strict foreclosure or other exercise of Landlord's rights in respect of the security interest granted hereunder. All work required of Tenant under this section shall be coordinated with Landlord and be done in a good and workmanlike manner, in accordance with all laws, and so as not to damage the Building or unreasonably interfere with other tenants' use of their Premises. Tenant shall, at its expense, repair all damage caused by any work performed by Tenant under this section. Should Tenant fail to vacate the Premises prior to the expiration of the term, Tenant will pay to Landlord one and one half (1 ½) times the then current base rental rate until Tenant and Landlord successfully negotiate a renewal or the Tenant vacates the Premises.

Section 20. Condemnation.

If more than fifteen (15%) is taken for any public or quasi-public use by right of eminent domain or private purchase in lieu thereof (a "Taking") and the Taking prevents or materially interferes with the use of the remainder of the Premises for the purpose for which they were leased to Tenant, either party may terminate this Lease by delivering to the other written notice thereof within thirty (30) days after the Taking, in which case rent shall be abated during the unexpired portion of the Term, effective on the date of such Taking. All compensation awarded for any Taking shall be the property of the Landlord, and Tenant assigns any interest it may have in any such award to Landlord; however, Landlord shall have no interest in any award made to Tenant for loss of business or good will or for the Taking of Tenant's trade fixtures, if a separate award for such items is made to Tenant.

Section 21. Landlord's Lien.

In addition to the statutory landlord's lien, Tenant grants to Landlord, to secure performance of Tenant's obligations hereunder a security interest in all goods, inventory, equipment, fixtures, furniture, improvements, chattel paper, accounts, and general intangibles, and other personal property of Tenant now or hereafter situated on or relating to Tenant's use of the Premises, and all proceeds therefrom (the "Collateral"), and the Collateral shall not be removed from the Premises without the consent of Landlord until all obligations of Tenant have been fully performed. Upon the occurrence of an Event of Default, Landlord may, in addition to all other remedies, without notice or demand except as provided below, exercise the rights afforded a secured party under the Uniform Commercial Code of Kentucky (the "UCC"). In connection with any public or private sale under the UCC, Landlord shall give Tenant ten (10) days prior written notice of the time and place of any public sale of the collateral or of the time after which any private sale or other intended disposition thereof is to be made, which is agreed to be a reasonable notice of such sale or other disposition. All proceeds of any such sale may be applied first to the payment of expenses incurred by Landlord in enforcing the security interests herein granted (including reasonable attorney's fees and expenses). Tenant grants to Landlord a power of attorney to execute and file any financing statement or other instrument necessary to perfect Landlord's security interest under this section, which power is coupled with an interest and is irrevocable during the Term. Landlord may also file a copy of this Lease or this provision as a financing statement to perfect its security interest in the Collateral.

Section 22. Notices.

Any notice or consent required to be given by or on behalf of either party upon the other shall be in writing and shall be given by mailing such notice or consent by registered or certified mail addressed to the other party at the address set forth below, or at such other address as may be specified from time to time in writing and delivered to the other party.

Landlord:

817 Winchester, LLC
817 Winchester Road, Suite 150
Lexington, KY 40505

Tenant:

God's Pantry Food Bank, Inc.
1685 Jaggle Fox Way
Lexington, KY 40511

Section 23. Quiet Enjoyment

Landlord hereby covenants and agrees that, if Tenant shall perform all the covenants and agreements herein stipulated to be performed on Tenant's part, Tenant shall at all times during the continuance hereof have the peaceable and quiet enjoyment and possession of the Premises without any hindrance from Landlord or any person or persons lawfully claiming the Premises.

Section 24. Successors and Assigns.

The terms, covenants and conditions hereof shall be binding upon and inure to the heirs, executors, successors-in-interest and assigns of the parties hereto.

Section 25. Hazardous Materials.

To the best of Landlord's knowledge, there are no hazardous materials and conditions present at the Premises and Property. If a governmental authority, including federal, state and local, require the removal of toxic or hazardous materials from the Premises, and the same is the result of Tenant's occupancy thereof, then Tenant shall be responsible for the removal of such material. If Tenant fails to remove such materials within thirty (30) days of notice from Landlord of the presence thereof, then Landlord, at Landlord's election, shall have the right to remove such material at Tenant's expense, and to demand from Tenant immediate reimbursement of the expense thereof or to add the expense thereof to the rental installment(s).

Section 26. Modifications.

This Lease contains the entire agreements between the parties, and any executory agreement hereafter made shall be ineffective to change, modify or discharge it in whole or in part unless such executory agreement is in writing and signed by the party against whom enforcement of the change, modification or discharge is sought.

Section 27. Waiver of Jury Trial

THE PARTIES HERETO SHALL, AND THEY HEREBY DO, WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY ANY OF THE PARTIES HERETO AGAINST THE OTHER ON ANY MATTERS WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS LEASE, THE RELATIONSHIP OF LANDLORD AND TENANT, TENANT'S USE OR OCCUPANCY OF THE LEASED PREMISES, AND, OR, CLAIM OF INJURY OF DAMAGE.

Section 28. Partial Invalidity

In any term, covenant, or condition of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this Lease shall be valid and be enforced to the fullest extent permitted by law.

Section 29. Captions and Section Numbers

The captions, section numbers and, or, article numbers appearing in this Lease are inserted only as a matter of convenience and in no way define, limit, construe, or describe the scope or intent of such sections or articles of this Lease nor in any way affect this Lease.

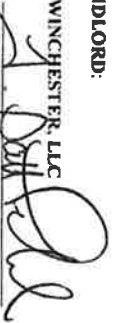
[remainder of page intentionally left blank – signature page(s) follow(s)]

IN WITNESS WHEREOF, the parties have signed this Lease as of the day and year first above written.

LANDLORD:

817 WINCHESTER, LLC

BY:



T/S: T. Scott Pembaker - Member/Manager

DATE: 4.29.21

TENANT:

GOD'S PANTRY FOOD BANK, INC.

BY:



T/S: Michael J. Halligan - CEO

DATE: 4.29.2021

EXHIBIT B
COMMENCEMENT DATE CERTIFICATE

THIS AGREEMENT is entered into on May 1st, 2021, between 817 Winchester, LLC ("Landlord") and God's Pantry Food Bank, Inc. ("Tenant").

1. On April 29, 2021, Landlord and Tenant entered a Lease (the "Lease") for a certain Premises located at 817 Winchester Road, Suite 150, all as more particularly described in the Lease.
2. In accordance with Section 2 of the Lease, Landlord and Tenant are executing, acknowledging and delivering this Agreement for the purpose of specifying the dates of the commencement and termination of the term of the Lease (the "Lease Term").
3. The Base Rent and Operating Expenses shall commence on May 1st, 2021, and the Lease shall terminate on April 30th, 2026.

IN WITNESS WHEREOF, Landlord and Tenant have executed on the above date.

817 WINCHESTER, LLC

BY: 

ITS: T. Scott Pennebaker - Managing member

DATE: 4-29-21

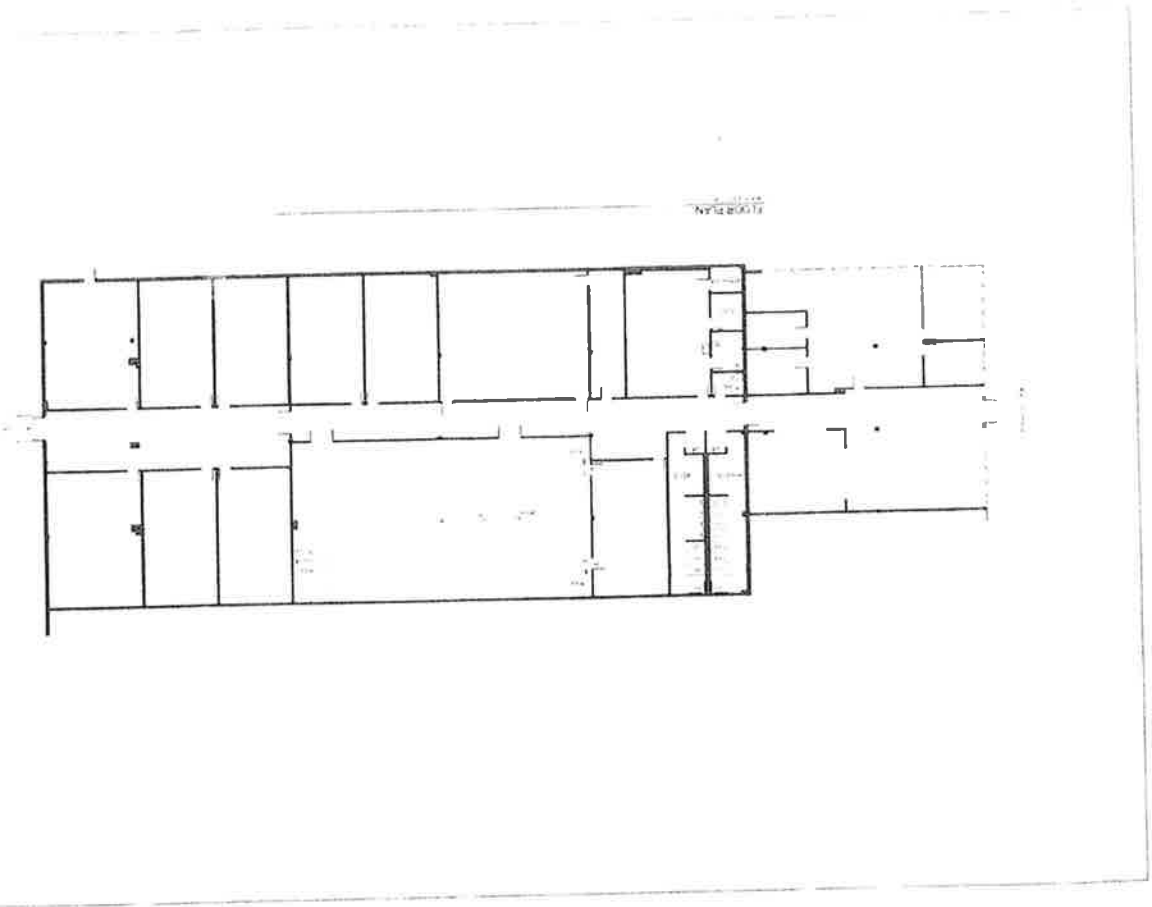
TENANT:

GOD'S PANTRY FOOD BANK, INC.

BY: 

ITS: Michael S. Halligan - CEO

DATE: 4-29-2021



1/10/17
 1/10/17
 Suite 150
 817 Winchester Road
 Lexington, Kentucky 40505

Anne Swisher
 Architect
 355 Oakman Avenue
 Lexington, Kentucky 40502
 606.254.1111
 anneswisher@gmail.com

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Marsh & McLennan Agency LLC
PO Box 2030
360 East Vine Street, Ste 200
Lexington, KY 40588

INSURED
God's Pantry Food Bank, Inc.
1685 Jaggie Fox Way
Lexington, KY 40511

CONTACT NAME: Ladonna Schmidt
PHONE (A/C, No, Ext): 859-244-7643 FAX (A/C, No): 859-254-8020
E-MAIL ADDRESS: ladonna.schmidt@marshmma.com
INSURER(S) AFFORDING COVERAGE
INSURER A : Selective Insurance Company of America MAIC # 12572
INSURER B : Kentucky Employers Mutual Insurance 10320
INSURER C :
INSURER D :
INSURER E :
INSURER F :

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		S2484909	07/01/2021	07/01/2022	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$20,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$3,000,000
A	AUTOMOBILE LIABILITY ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY HIRE/AUTO ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/>		S2484909	07/01/2021	07/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	UMBRELLA LIAB EXCESS LIAB <input checked="" type="checkbox"/> OCCUR		S2484909	07/01/2021	07/01/2022	EACH OCCURRENCE \$3,000,000 AGGREGATE \$3,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		381469	07/01/2021	07/01/2022	PER STATURE <input checked="" type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000

DESCRIPTION OF OPERATIONS, LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Loc# 7 - 817 Winchester Road, Suite 150, Lexington, KY

CERTIFICATE HOLDER

For Informational Purposes Only
Lexington, KY

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Lisa P. Bandy

THIS EVIDENCE OF PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS EVIDENCE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE ADDITIONAL INTEREST.

AGENCY: **Marsh & McLennan Agency LLC**
 PHONE (A/C, No. Ext): **859 254-8023**
PO Box 2030
360 East Vine Street, Ste 200
Lexington, KY 40588

COMPANY:
 Selective Insurance Company of America
 40 Wantage Avenue
 Branchville, NJ 07890

FAX (A/C, No.):
 E-MAIL ADDRESS: **Stanley.Marcinek@MarshMMA.com**
 CODE: SUB CODE:

AGENCY CUSTOMER ID #: **667019**
 INSURED: **God's Pantry Food Bank, Inc.**
1685 Jaggle Fox Way
Lexington, KY 40511

LOAN NUMBER: _____ POLICY NUMBER: **S2484909**
 EFFECTIVE DATE: **07/01/21** EXPIRATION DATE: **07/01/22**
 THIS REPLACES PRIOR EVIDENCE DATED: _____ CONTINUED UNTIL TERMINATED IF CHECKED

PROPERTY INFORMATION

LOCATION/DESCRIPTION
Location #7 817 Winchester Road, Suite 150
Lexington, KY 40505

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS EVIDENCE OF PROPERTY INSURANCE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

COVERAGE INFORMATION	COVERAGE/PERILS/FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
*****Blanket Coverage Information***** Blanket #1 Building Cause of Loss: Special (Including Theft) Valuation: Replacement Cost Coinsurance%: 100 (See Attached Coverage Info.)		8,776,000	\$1,000
REMARKS (Including Special Conditions) Any Auto-Liability? : Y			

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

ADDITIONAL INTEREST

NAME AND ADDRESS
For Informational Purposes Only
Lexington, KY

LOAN #	MORTGAGEE	LOSS PAYEE	ADDITIONAL INSURED
AUTHORIZED REPRESENTATIVE <i>Chris P. Bandy</i>			

COVERAGE INFORMATION (Continued from page 1.)

COVERAGE/PERILS/FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
Blanket #2 Blanket Business Personal Property Cause of Loss: Special (Including Theft) Valuation: Replacement Cost Coinsurance%: 100	10,159,600	\$1,000
Blanket #3 Blanket - Earthquake Coverage Cause of Loss: Earthquake Deductible Type: Percent	18,935,600	10%
Commercial Property Policy Level Coverages		
Commercial Property Location Specific Coverages		
Location #: 7 817 Winchester Road, Suite 150 Lexington, KY 40505		
Building #: 1 Warehouse Coverage: Business Personal Property	Blk Limit 10,159,600	\$1,000
Blanket #: 2 Blanket Coverage: Blanket Business Personal Property Cause: Special (Including Theft)		