

R-482-2022

C-247-2022

COMMUNITY PROJECT AGREEMENT

THIS COMMUNITY PROJECT AGREEMENT (“Agreement”), is made and entered into on the 14th day of October 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 **KENTUCKY EASTER SEAL SOCIETY, INC. D/B/A EASTER SEALS CARDINAL HILL**, a Kentucky nonprofit corporation, (“Organization”) with offices located at 1900 Richmond Road, Lexington, Kentucky 40502.

WITNESSETH

WHEREAS, the Organization is a 501(c)(3) nonprofit organization, as defined by the Internal Revenue Code;

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 (ARPA);

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 15, 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

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(1). 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.

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

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

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

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

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

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

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

it sold or otherwise transferred. LFUCG further reserves the right to enforce this provision through any remedy available at law, equity, or in bankruptcy.

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

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

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

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

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

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

For Organization:

Jamie Ellis MS, OTR/L, Executive Director
Kentucky Easter Seal Society, Inc. d/b/a Easter Seals Cardinal Hill
1900 Richmond Road
Lexington, Kentucky 40502
jjamie.ellis@cardinalhill.org

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

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

23. **ENTIRE AGREEMENT**. This Agreement shall constitute the entire agreement between

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

LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT

BY: Linda Gorton
Linda Gorton, Mayor

ATTEST:

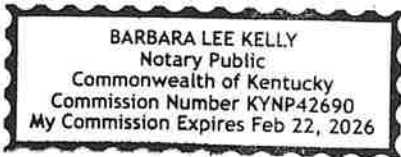
Mackenzie Jock
Deputy Clerk of the Urban County Council

KENTUCKY EASTER SEAL SOCIETY, INC. d/b/a
EASTER SEALS CARDINAL HILL

BY: Jamie Ellis
Jamie Ellis, Executive Director

COMMONWEALTH OF KENTUCKY)
COUNTY OF FAYETTE)

The foregoing instrument was acknowledged before me this the 11th day of November, 2022, by ^{Jamie Ellis} ~~Virginia Wurzbach~~, Executive Director of Kentucky Easter Seal Society, Inc. d/b/a Easter Seals Cardinal Hill, a Kentucky nonprofit organization.



My commission expires: 2-22-2026

Barbara Lee Kelly
Notary Public, State-at-Large, Kentucky



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.

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.

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.

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.

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.

[Signature]

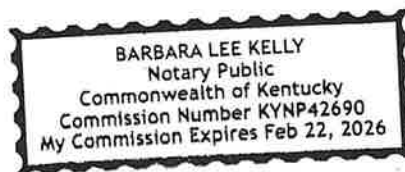
STATE OF Kentucky

COUNTY OF Fayette

The foregoing instrument was subscribed, sworn to and acknowledged before me by Jamie Ellis on this the 1st day of November, 2022

My Commission expires: 02/22/2026

Barbara Lee Kelly
NOTARY PUBLIC, STATE AT LARGE



WORKFORCE ANALYSIS FORM

Name of Organization: Kentucky Easter Seal Society, Inc. dba Easter Seals Cardinal Hill

Categories	Total	White (Not Hispanic or Latino)		Hispanic or Latino		Black or African-American (Not Hispanic or Latino)		Native Hawaiian and Other Pacific Islander (Not Hispanic or Latino)		Asian (Not Hispanic or Latino)		American Indian or Alaskan Native (not Hispanic or Latino)		Two or more races (Not Hispanic or Latino)		Total	
		M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
Administrators	2		2														
Professionals	21		21														
Superintendents	0																
Supervisors	3		3														
Foremen	0																
Technicians	0																
Protective Service	0																
Para-Professionals	30	1	25				4										
Office/Clerical	1		1														
Skilled Craft	0																
Service/Maintenance	1	1															
Total:	58	2	52				4										

Prepared by: Jamie Ellis, Executive Director
(Name and Title)

Date: 10/28/2022
Revised 2015-Dec-15

Lexington-Fayette Urban County Government
MWDBE PARTICIPATION GOALS

A. GENERAL

- 1) The LFUCG request all potential contractors to make a concerted effort to include Minority-Owned (MBE), Woman-Owned (WBE), Disadvantaged (DBE) Business Enterprises and Veteran-Owned Businesses as subcontractors or suppliers in their bids.
- 2) Toward that end, the LFUCG has established 10% of total procurement costs as a Goal for participation of Minority-Owned, Woman-Owned and Disadvantaged Businesses on this contract.
- 3) **It is therefore a request of each Bidder to include in its bid, the same goal (10%) for MWDBE participation and other requirements as outlined in this section.**
- 4) The LFUCG has also established a 3% of total procurement costs as a Goal for participation for of Veteran-Owned Businesses.
- 5) **It is therefore a request of each Bidder to include in its bid, the same goal (3%) for Veteran-Owned participation and other requirements as outlined in this section.**

B. PROCEDURES

- 1) The successful bidder will be required to report to the LFUCG, the dollar amounts of all payments submitted to Minority-Owned or Woman-Owned subcontractors and suppliers for work done or materials purchased for this contract. (See Subcontractor Monthly Payment Report)
- 2) Replacement of a Minority-Owned or Woman-Owned subcontractor or supplier listed in the original submittal must be requested in writing and must be accompanied by documentation of Good Faith Efforts to replace the subcontractor / supplier with another MWDBE Firm; this is subject to approval by the LFUCG. (See LFUCG MWDBE Substitution Form)
- 3) For assistance in identifying qualified, certified businesses to solicit for potential contracting opportunities, bidders may contact:
 - a) The Lexington-Fayette Urban County Government, Division of Central Purchasing (859-258-3320)
- 4) The LFUCG will make every effort to notify interested MWDBE and Veteran-Owned subcontractors and suppliers of each Bid Package, including information on the scope of work, the pre-bid meeting time and location, the bid date, and all other pertinent information regarding the project.

and telephone number of participating MWDBE firm(s); type of work to be performed; estimated value of the contract and value expressed as a percentage of the total Lump Sum Bid Price. The form must be signed and dated, and is to be submitted with the bid.

- 2) Bidders not reaching the Goal must submit the “MWDBE Participation Form”, the “Quote Summary Form” and a written statement documenting their Good Faith Effort to do so. If bid includes no MWDBE participation, bidder shall enter “None” on the subcontractor / supplier form). In addition, the bidder must submit written proof of their Good Faith Efforts to meet the Participation Goal:
 - a. Advertised opportunities to participate in the contract in at least two (2) publications of general circulation media; trade and professional association publications; small and minority business or trade publications; and publications or trades targeting minority, women and disadvantaged businesses not less than fifteen (15) days prior to the deadline for submission of bids to allow MWDBE firms to participate.
 - b. Included documentation of advertising in the above publications with the bidders good faith efforts package
 - c. Attended LFUCG Central Purchasing Economic Inclusion Outreach event
 - d. Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs of subcontracting opportunities
 - e. Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms
 - f. Requested a list of MWDBE subcontractors or suppliers from LFUCG Economic Engine and showed evidence of contacting the companies on the list(s).
 - g. Contacted organizations that work with MWDBE companies for assistance in finding certified MWDBE firms to work on this project. Those contacted and their responses should be a part of the bidder’s good faith efforts documentation.
 - h. Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs soliciting their participation in the contract not less than seven (7) days prior to the deadline for submission of bids to allow them to participate effectively.
 - i. Followed up initial solicitations by contacting MWDBEs to determine their level of interest.



MINORITY BUSINESS ENTERPRISE PROGRAM

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

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

To that end the city council adopted and implemented resolution 167-91—Disadvantaged Business Enterprise (DBE) 10% Goal Plan in July of 1991. The resolution states in part (a full copy is available in Central Purchasing):

“A Resolution supporting adoption of the administrative plan for a ten percent (10%) Minimum goal for disadvantaged business enterprise participation in Lexington-Fayette Urban County Government construction and professional services contracts; Providing that as part of their bids on LFUCG construction contracts, general Contractors shall make a good faith effort to award at least ten percent (10%) of All subcontracts to disadvantaged business enterprises; providing that divisions of LFUCG shall make a good faith effort to award at least ten percent of their Professional services and other contracts to disadvantaged business enterprises...”

A Disadvantaged Business Enterprise is defined as a business that has been certified as being at least 51% owned, operated and managed by a U.S. Citizen of the following groups:

- African-American
- Hispanic-American
- Asian/Pacific Islander
- Native American/Native Alaskan
- Non-Minority Female
- Economically and Socially Disadvantaged

In addition, to that end the city council also adopted and implemented resolution 167-91—Veteran-owned Businesses, 3% Goal Plan in July of 2015. The resolution states in part (a full copy is available in Central Purchasing):



LFUCG MWDBE PARTICIPATION FORM

Bid/RFP/Quote Reference # _____

The MWDBE subcontractors listed have agreed to participate on this Bid/RFP/Quote. If any substitution is made or the total value of the work is changed prior to or after the job is in progress, it is understood that those substitutions must be submitted to Central Purchasing for approval immediately.

MWDBE Company, Name, Address, Phone, Email	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1.			
2.			
3.			
4.			

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

Company

Company Representative

Date

Title



MWDBE QUOTE SUMMARY FORM

Bid/RFP/Quote Reference # _____

The undersigned acknowledges that the minority subcontractors listed on this form did submit a quote to participate on this project.

Company Name	Contact Person
Address/Phone/Email	Bid Package / Bid Date

MWDBE Company Address	Contact Person	Contact Information (work phone, Email, cell)	Date Contacted	Services to be performed	Method of Communication (email, phone meeting, ad, event etc)	Total dollars \$\$ Do Not Leave Blank (Attach Documentation)	MBE * AA HA AS NA Female	Veteran

(MBE designation / AA=African American / HA= Hispanic American/AS = Asian American/Pacific Islander/ NA= Native American)

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

Company

Company Representative

Date

Title

LFUCG STATEMENT OF GOOD FAITH EFFORTS

Bid/RFP/Quote # _____

By the signature below of an authorized company representative, we certify that we have utilized the following Good Faith Efforts to obtain the maximum participation by MWDBE business enterprises on the project and can supply the appropriate documentation.

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

_____ Included documentation of advertising in the above publications with the bidders good faith efforts package

_____ Attended LFUCG Central Purchasing Economic Inclusion Outreach event

_____ Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs of subcontracting opportunities

_____ Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms

_____ Requested a list of MWDBE subcontractors or suppliers from LFUCG Economic Engine and showed evidence of contacting the companies on the list(s).

_____ Contacted organizations that work with MWDBE companies for assistance in finding certified MWDBE firms to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.

_____ Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs soliciting their participation in the contract not less than seven (7) days prior to the deadline for submission of bids to allow them to participate effectively.

_____ Other - any other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include MWDBE participation.

Failure to submit any of the documentation requested in this section may be cause for rejection of bid. Bidders may include any other documentation deemed relevant to this requirement. Documentation of Good Faith Efforts are to be submitted with the Bid, if the participation Goal is not met.

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

Company

Company Representative

Date

Title

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.

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.

**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.

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.

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

October 14, 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.

- 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-

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.

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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.

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.

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 in item Budgets for each Grant Project requested and the Agency Budget

Grant Award Allocation

Funding Pool*	Facility Improvements	Operational Investments
	\$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

8. Line item Budgets for each Grant Project requested and the Agency Budget

LFUCG reserves the right to adjust funding amounts.



PROPOSAL SUBMITTAL COVER SHEET

Agency Information

Agency Name: Kentucky Easter Seal Society, Inc. dba Easter Seals Cardinal Hill

Mailing Address: 2050 Versailles Road Lexington, KY 40504

Street Address: 1900 Richmond Road Lexington, KY 40502

Phone: (859) 367 - 7217

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):
Jamie Ellis, Executive Director, 859-367-7217, jamie.ellis@cardinalhill.org

Person Completing Application (Name, Title, Phone, Email):
Crystal Huber, Controller, 859-367-7217, crystal.huber@cardinalhill.org

Project Information

Funding Requested by Project, if bundling multiple Projects:

Project: <u>Pediatric Inclusive Playground</u>	<input checked="" type="checkbox"/> Facility Improvement project	<input type="checkbox"/> Operational Investment project	Request \$ <u>250,785</u>
Project: <u>Adult Day Health Bus Unloading Area and Courtyard</u>	<input checked="" type="checkbox"/> Facility Improvement project	<input type="checkbox"/> Operational Investment project	Request \$ <u>91,400</u>
Project: <u>Parking Lot Paving</u>	<input checked="" type="checkbox"/> Facility Improvement project	<input type="checkbox"/> Operational Investment project	Request \$ <u>157,815</u>
Project: <u>Kitchen Equipment</u>	<input type="checkbox"/> Facility Improvement project	<input checked="" type="checkbox"/> Operational Investment project	Request \$ <u>66,983</u>
Project: <u>Program Technology & Equipment</u>	<input type="checkbox"/> Facility Improvement project	<input checked="" type="checkbox"/> Operational Investment project	Request \$ <u>183,017</u>

Total Funding Amount Requested: \$ 750,000

- **Save this PDF formatted Proposal Submittal Cover Form to your hard drive before beginning to enter responses in it to ensure your responses are saved to the form.**
- **If applying for/bundling multiple projects, submit a 5 section narrative for each project.**

Easter Seals Cardinal Hill Information

Contact: Virginia Wurzback
Address: 2050 Versailles Road
Lexington, KY 40504
Phone: (859) 367-7217
Email: jenny.wurzback@cardinalhill.org
Web Address: <https://cardinalhill.org/>

ONLY ONLINE BIDS WILL BE ACCEPTED! By submitting your response, you certify that you are authorized to represent and bind your company and that you agree to all bid terms and conditions as stated in the attached bid/RFP/RFQ/Quote/Auction documents.

Crystal Huber

Signature

Submitted at 6/21/2022 09:16:31 AM (ET)

crystal.huber@cardinalhill.org

Email

Response Attachments

3 NCG Submittal Cover Sheet Final.pdf

NCG Submittal Cover Sheet

Ped Playground Quote.pdf

Pediatric Playground Quote

Adult Day Health Bus Unloading Area and Courtyard.pdf

Adult Day Health Bus Unloading Area and Courtyard

Parking Lot Paving Quote.pdf

Parking Lot Paving Quote

Kitchen Equipment Quote.pdf

Kitchen Equipment Quote

Central Bank Financial Support Letter.pdf

Letter of Financial Support from Central Bank

APRA funding Agency Overview.docx

Proposal

Program Technology & Equipment Requests.docx

Program Technology & Equipment Requests

Services Provided by Easter Seals Cardinal Hill:

Easter Seals Cardinal Hill is a direct provider of services for children and adults of ALL Abilities so they can LIVE LEARN WORK and PLAY in our communities.

- **Adult Day Health Program** provides medical monitoring, social services, and a full range of daily activities for individuals 18 and up who have developmental, intellectual, and/or physical disabilities. 97% of these clients are Medicaid recipients, with 68% residing in Fayette County.
- **Creative Beginnings Child Development Center** provides an interactive and inclusive learning environment for children who are typically developing and special needs ages 6 weeks to kindergarten. 68% of children enrolled reside in Fayette County, 32% of children have identified special needs and 9% receive childcare subsidy.
- **HorseAbility** is a summer day program offered in conjunction with Central KY Riding for Hope for school aged children with special needs incorporating fun activities such as arts and crafts, water play and therapeutic horseback riding. All participants have identified special needs and 25% receive scholarships to cover tuition.
- **Pediatric Therapy** serves children of all ages who need Occupational, Physical and/or Speech Therapies. Typical diagnoses treated include but are not limited to Cerebral Palsy, Down Syndrome, Sensory Processing Disorder, Autism, Feeding Issues, and Developmental Delay. 83% of children are Medicaid recipients, with 82% residing in Fayette County.

Section 2: Demonstrated Need

Project: Pediatric Adaptive Playground

An inclusive outdoor pediatric playground has been designed to serve children who attend Creative Beginnings Child Development Center, Pediatric Therapy, and our new pediatric medical day program (PPEG). Outdoor play areas with specific features are required to meet state childcare regulations. Inclusive playgrounds welcome children of all abilities and ages to play, learn, and grow together. This sensory rich environment will allow children to experience meaningful play, as well as the benefits of physical, social, and emotional development. It's important for children to practice their sensory and cognitive skills outside of the classroom or indoor setting; allowing children to exercise their minds as well as their bodies. Unstructured outdoor play provides children with opportunities to develop social skills such as how to share and take turns. Among the many benefits of outdoor play is the opportunity to increase physical activity. Childhood obesity is a serious problem for children and adolescents in the U.S. Sadly, those with disabilities are at the greatest risk. According to the latest CDC information (Center for Disease Control and Prevention. (2022, June 17). Nutrition, Physical Activity, and Obesity: Data, Trends, and Maps), in 2018 Kentucky children ages 2-4 receiving WIC benefits had a 16.3% obesity rate, ranking 6th in the United States. An inclusive playground would provide opportunities for all children in our programs to participate in daily physical activity.

The playground will consist of a poured in place rubber surface for increased safety and adaptability for children who may be in wheelchairs, use walkers, or

population to access this green space in a safe manner. Creating an accessible courtyard for the Adult Day population will enrich their daily experience by allowing them controlled and safe access to the outdoors. This space will be an extension of the program allowing for more enrichment activities such as gardening as well as a calming, quiet space to enjoy fresh air and sunshine which is so vital to overall health.

The bus-unloading area estimate is \$42,400 and the courtyard addition estimate is \$49,000 for a total project cost estimate of \$91,400. This project will be complete by January 2023.

Project: Parking Lot Paving

The parking lot at 1900 Richmond Road will need to be repaved as part of the total renovation project. It has sustained extensive damage over the years and is well past its' useful life.

The access roads and parking lot will serve all programs of Easter Seals Cardinal Hill including Adult Day Health, Adaptive Recreation, Creative Beginnings, PPEC, and Pediatric Therapy. In addition to the client families, this will serve as the staff parking area as well. Due to the mobility issues for many of the clients we serve, it is imperative that the parking lot be as safe as possible and free of any fall/trip hazards. It is also imperative that the parking lot is handicap accessible with curb cutouts to accommodate mobility devices such as wheelchairs, walkers, and adaptive strollers.

Attached is a project estimate of \$292,541. This work will be completed by January 2023.

be required to meet internal/external communication needs. A 10% contingency, as suggested by the vendor, has been added due to expected increase by year end.

The total estimated technology project is \$67,157.

With the physical space to expand our services, comes the need and opportunity to add equipment that will benefit our clients and the services we provide. With the much-needed addition of the PPEC program comes the requirement to purchase all equipment needed to start and operate the program. Some of the PPEC equipment requests include a pediatric medical crash cart, wheelchair scale, changing tables, mats and tables for classrooms. The children attending this program have complex medical needs, but this program will allow them to attend a day program where they can learn and play while receiving the medical care they need. This program is beneficial to families and parents, as it allows parents the opportunity to work outside of the home, while having the comfort that their child is receiving the medical care they need.

The total estimated PPEC equipment request is \$22,449 (amount reduced compared to quote due to grant request limit).

With the additional space for Pediatric Therapy, there will be added focus on creating spaces for children with sensory disorders. The mobile sensory unit can provide a relaxing space that can help reduce agitation and anxiety, but can also engage and delight the child, stimulate reactions and encourage communication for children with a variety of diagnoses, including autism. It can be also used to stimulate users by providing exciting visuals, music and sounds, invigorating smells and textures to explore. It can be used as a learning and developmental tool and for understanding

chairs, sofa, love seat, projector, and projector screens. The equipment will be used daily to will create a comfortable and safe setting for our adult clients.

The total estimated Adult Day Health equipment request is \$58,940.

The total estimated technology and program equipment request is \$183,017.

Section 4: Operational Feasibility

The 1900 Richmond Road property was purchased in December 2020. Renovations began in the Fall of 2021. All requested projects are expected to be completed by March 2023. The agency anticipates occupying the building in January 2023.




If additional financial support is needed, Central Bank has approved funding up to \$10 million. A letter of support is attached.

Building Automation System Upgrade (JCI)	\$116,628		\$116,628
Misc Mechanical Project	\$64,088		\$64,088
Boiler Replacement Project	\$669,223		\$669,223
Access Control/Security System	\$216,857		\$216,857
Cell Booster	\$45,944		\$45,944
Insulation Repairs	\$5,190		\$5,190
Concrete Work	\$9,500		\$9,500
Door/Frame Replacement	\$8,000		\$8,000
Window Replacement	\$6,525		\$6,525
Exterior Paint Project	\$15,000		\$15,000
Parking Lot Addition	\$405,000		\$405,000
Driveway/Parking Lot Sealing/Milling Work	\$292,541	\$157,815	\$134,726
ADH Bus Unloading Area	\$42,400	\$42,400	\$0
Pediatric Playground	\$250,785	\$250,785	\$0
ADH Courtyard	\$49,000	\$49,000	\$0
Misc Renovations handled in house	\$35,823		\$35,823
Additional Renovations not included in B&R Original Proposal	\$2,488,957	\$500,000	\$1,988,957

Total Facility Improvements Costs	\$6,567,605	\$500,000	\$6,067,605
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Operational Equipment Budget	Estimate	Grant Request	Organization's Share
Kitchen Equipment	\$ 66,983	\$ 66,983	\$ -
Program Technology & Equipment	\$ 189,256	\$ 183,017	\$ 6,239
Furnishings (classroom furniture, desks, seating, tables for programs and Admin)	\$ 454,000	\$ -	\$ 454,000

Total Operational Equipment Costs	\$ 710,239	\$ 250,000	\$ 460,239
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Item Qty	Description	Sell	Sell Total
2 ea	Simultaneous doors, both ovens		
1 st	Casters, set of (4) in lieu of standard legs		
CUSTOMER TO VERIFY VOLTAGE BEFORE ORDERING			
2A	 <p>CONVECTION OVEN, GAS Model No. VC44GD Convection Oven, gas, double-deck, standard depth, solid state controls, electronic spark igniters, 60 minute timer, (5) nickel plated racks per oven, 8" high legs, stainless steel front, top & sides, stainless steel doors with windows, (2) 50,000 BTU, NSF, CSA Star, CSA Flame, ENERGY STAR®</p>	\$13,585.00	\$14,134.00
		ITEM TOTAL:	\$13,585.00
1 ea	1 year limited parts & labor warranty, standard		
1 ea	Natural gas (specify elevation if over 2,000 ft.)		
1 ea	(2) 120v/60/1-ph, 15.4 amps total, (2) cords with plugs, standard		
1 ea	Gas manifold piping included with stacking kit to provide single point gas connection		
2 ea	Simultaneous doors, both ovens		
1 st	Casters, set of (4) in lieu of standard legs		
3	 <p>COUNTERTOP Model No. VCTF-308 Countertop, 96"W x 30"D, with 5" backsplash, no-drip counter top edge, 16 gauge 304 stainless steel, satin finish, NSF</p>	\$2,365.00	\$2,365.00
		ITEM TOTAL:	\$2,365.00
4	 <p>DISHWASHER, UNDERCOUNTER Model No. DISHSTAR HT-E-SEER DishStar® HT-E-SEER Dishwasher, undercounter, high temperature sanitizing, steam elimination & Energy Recovery 24-1/4"W, cold water connection only, built-in booster heater with Sani-Sure™ final rinse system, approximately (20) racks/hour, (0.65) gals of water per rack, universal timer, digital LED control panel, delime cycle, built-in chemical pumps & priming switches, pressure regulator, auto fill, double wall stainless steel cabinet, cETLus, ETL-Sanitation</p>	\$10,527.00	\$2,365.00
		ITEM TOTAL:	\$10,527.00
5	<p>FREIGHT Model No. FRT INBOUND FREIGHT</p>	\$2,250.00	\$2,250.00
		ITEM TOTAL:	\$2,250.00
6	<p>DELIVERY Model No. DEL C WORTH TO UNCRATE, ASSEMBLE AND SET IN PLACE ALL FINAL UTILITY CONNECTIONS BY OTHERS REMOVAL OF EXISTING EQUIPMENT BY OTHERS</p>	\$2,080.00	\$2,080.00
		ITEM TOTAL:	\$2,080.00
Total			\$70,126.00

Acceptance: _____ Date: _____

Printed Name: _____

	Dell	\$4599x2=\$9198	<u>Dell</u>
	Display2Go	\$4759x2=\$9518	<u>Display2Go</u>
Server 1 A new server is needed for replacement of aged out equipment to support all network storage including updated accounting and file share software.	Dell	\$12,398	<u>Dell</u>
	Lenovo	\$13,464	<u>Lenovo</u>
Server Build - Labor 21 Hours Includes installation and setup of all technology needs			
	DIB Tech	\$2520	
	HiTech	\$3360	
	Unified Tech	\$3780	
Phone System 1 Current phone technology is quickly becoming outdated. As our programs grow and move to a new location, a new phone system is imperative for strong internal and external communication.	Unified Tech	\$30,333	<u>NEC</u>

TECHNOLOGY PROJECT TOTAL \$61,157

ESTIMATED FREIGHT AND CONTINGENCY: \$6,000

TOTAL ADH EQUIPMENT NEEDS: \$67,157

<p>Pediatric Crash Cart Supplies</p> <p>This will fulfill the required supplies needed for the crash cart.</p>	<p>Dia Medical USA</p>	<p>\$1,195.00</p>	<p>crash cart supplies</p>
<p>Medical Records Chart Rack</p> <p>This rack will allow us to store our paper charting system.</p>	<p>Medical Device Depot</p>	<p>\$730.35</p>	<p>medical records chart</p>
<p>Child Tables</p> <p>Each classroom will need tables for appropriate seating for children to complete various activities such as arts and crafts as well as eating and seated learning activities.</p>	<p>Wayfair</p>	<p>\$436.60x6=\$2,619.60</p>	<p>child tables</p>

TOTAL PPEC NEEDS: \$25,687.84

ESTIMATED FREIGHT AND CONTINGENCY: \$3,000

TOTAL PPEC EQUIPMENT NEEDS: \$28,687.84

<p>This mobile sensory unit can provide a relaxing space that can help reduce agitation and anxiety, but can also engage and delight the child, stimulating reactions and encouraging communication for children with a variety of diagnoses, including autism. This unit can go to the child and can be used throughout the organization's programs. It can be used as a learning and developmental tool and understanding of cause and effect. It can be used to stimulate users by providing exciting visuals, music and sounds, invigorating smells and textures to explore.</p>			
<p>Fiber Optic Abstract Tactile Panel</p> <p>Sensory play is a huge source of play-based learning and development in kids. Sensory activities support sensory processing and integration of sensory systems, but also the tactile, visual, and movement challenges impact development in all areas. This activity can be used within by clients served in all programs</p>	<p>Flag House</p>	<p>\$2,250</p>	<p>Fiber Optic Abstract Tactile Panel FlagHouse</p>
<p>Waterless Rainbow Tube</p> <p>Sensory play is a huge source of play-based learning and development in kids. Sensory activities support sensory processing and integration of sensory systems, but also the tactile, visual, and movement challenges impact development in all areas. This activity can be used within by clients served in all programs</p>	<p>Flag House</p>	<p>\$2,299</p>	<p>Waterless Rainbow Tube FlagHouse</p>
<p>Shimmering Light Curtain</p> <p>Sensory play is a huge source of play-based learning and development in kids. Sensory activities support sensory processing and integration of sensory systems, but also the tactile, visual, and movement challenges impact development in all areas. This activity can be used within by clients served in all programs</p>	<p>Flag House</p>	<p>\$1,684</p>	<p>Shimmering Light Curtain FlagHouse</p>
<p>Midland Parallel Bars Pediatric Handrails 10' – Each</p>	<p>AllegroMedical</p>	<p>2*\$1,057.35</p>	<p>Parallel Bars Pediatric Handrails</p>

PEDIATRIC THERAPY NEEDS: \$31,971.20

EASTER SEALS CARDINAL HILL ADULT DAY HEALTH EQUIPMENT

Description	Vendor	Cost	Link
Adjustable Stool Permit staff to easily feed between clients requiring total assistance	Hurst Office Suppliers	\$247 x2 = \$494	Office Chair
Projector Virtual platform to offer activities for clients	Hurst Office Supplies	\$799x3 =2397	Projector
Projector Screen Virtual platforms to offer activities for clients	Hurst Office Supplies	\$149.99x3=\$449.97	Projector Screen
Bariatric Chairs Comfortable seating for larger clients that have an easy-to-clean surface and metal legs	Hurst Office Supplies	\$738x5=\$3690	Bariatric Chair
Regular Chairs Comfortable seating for clients that has an easy-to-clean surface and metal legs	Hurst Office Supplies	\$639x45= \$28,755	Regular Client Chair
Rocking Chairs Rocking helps reduce overstimulation for sensory sensitive clients	Ace Hardware	\$54.99x2=\$109.98	Rocking Chair
Adult height activity tables with 6-leaf Durable laminate offers an easy-to-clean surface for client activities	Hurst Office Supplies	\$500.80x9= \$4507.20	Table
Adult Height Horseshoe table Permit staff to easily provide care for clients requiring total assistance	Hurst Office Supplies	\$582.20x1=\$582.20	Horseshoe Table
Lounge Chairs Comfortable seating for clients that has an easy-to-clean surface	Hurst Office Supplies	\$692x5=\$3460	Lounge Chair
Lounge Sofa Comfortable seating for clients that has an easy-to-clean wipeable surface	Hurst Office Supplies	\$2,425x1=\$2425	Lounge Sofa
Lounge Loveseat Comfortable seating for clients that has an easy-to-clean wipeable surface	Hurst Office Supplies	\$1,630x2=\$3260	Loveseat
Hospital Bed Permit staff to easily provide care for clients requiring total assistance	Rehab Mart	\$5309.28x1=\$5309.28	Hospital Bed

