

R-482-2022

C-247-2022

COMMUNITY PROJECT AGREEMENT

THIS COMMUNITY PROJECT AGREEMENT (“Agreement”), is made and entered into on the 11th 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 **GREENHOUSE17, INC.**, a Kentucky nonprofit corporation, (“Organization”) with offices located at 4400 Briar Hill Road, Lexington, Kentucky 40516.

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 4400 Briar Hill Road, Lexington, Kentucky 40516 (“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 (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

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 **TWO HUNDRED SEVENTY-FIVE THOUSAND SIX HUNDRED FORTY-EIGHT DOLLARS (\$275,648) ("Funds")** for the completion of all of the Project(s). The total amount of the Funds that the Organization 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) Septic Leach Lines Replacement	1) \$66,000	1) Capital
2) Business Server Replacement	2) \$18,398	2) Operational
3) Emergency Shelter Generator Replacement	3) \$168,810	3) Operational
4) Emergency Shelter Walk-In Freezer Replacement	4) \$22,440	4) 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 (“ARPA”). 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. **EQUAL OPPORTUNITY; FAIRNESS ORDINANCE.** Organization shall provide equal opportunity in employment for all qualified persons, and shall (a) prohibit discrimination in employment because of race, color, creed, national origin, sex, age, sexual orientation, gender identity, or handicap, (b) promote equal employment through a positive, continuing program of equal employment, and (c) cause any subcontractor or agency receiving funds provided pursuant to this Agreement to do so. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices. Organization agrees to comply with LFUCG's Fairness Ordinance (Ordinance No. 201-99) and all sources of applicable law, including those specified in any Exhibit attached to this Agreement and incorporated herein by reference.

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:

Darlene Thomas, Executive Director
GreenHouse17, Inc.
4400 Briar Hill Road
Lexington, Kentucky 40516

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:

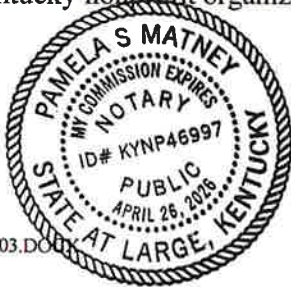
Martina Jack
deputy Clerk of the Urban County Council

GREENHOUSE17, INC.

BY: *Darlene Thomas*
Darlene Thomas, Executive Director

COMMONWEALTH OF KENTUCKY)
COUNTY OF FAYETTE)

The foregoing instrument was acknowledged before me this the 7th day of October, 2022, by Darlene Thomas, Executive Director of GreenHouse17, Inc., a Kentucky nonprofit organization.



My commission expires: April 26th 2026
Pamela S. Matney
Notary Public, State-at-Large, Kentucky

EXHIBIT "A"



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, DARLENE THOMAS, and after being first duly sworn, states under penalty of perjury as follows:

1. His/her name is DARLENE THOMAS and he/she is the individual submitting the proposal or is the authorized representative of GREENHOUSE17 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.

[Handwritten Signature] [Handwritten Signature]

STATE OF KENTUCKY

COUNTY OF FAYETTE

The foregoing instrument was subscribed, sworn to and acknowledged before me by Darlene B Thomas on this the 7th day of October, 2022

My Commission expires: April 26, 2024

Pamela S Matney
NOTARY PUBLIC, STATE AT LARGE



(per clarification during pre-proposal meetings, notarized affidavit will be submitted upon award.)

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

GREENHOUSE17 INC
Name of Business

WORKFORCE ANALYSIS FORM

GREENHOUSE17

Name of Organization: _____

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	4	0	4														4
Professionals	36	1	31		1		2								1	1	35
Superintendents																	
Supervisors	5	2	3														2 3
Foremen																	
Technicians																	
Protective																	
Para-																	
Office/Clerical	3		3														3
Skilled Craft	2	1	1														1 1
Service/Maintena	1	1															1
Total:	51	5	42		1		2								1	5	46

CORISSA PHILLIPS,

Prepared by: EXTERNAL RELATIONS DIRECTOR

Date: 06 / 19 / 22

(Name and Title)

Revised 2015-Dec-15

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

6/20/21

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 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 to persons with ‘Limited English Proficiency’ in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury’s Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.”

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

6/20/21

Date

Firm Submitting Proposal: GREENHOUSE17 INC

Complete Address: 4400 BRIAR HILL ROAD; LEXINGTON, KY 40516
Street City Zip

Contact Name: DARLENE THOMAS Title: EXECUTIVE DIRECTOR

Telephone Number: 859-519-1903 Fax Number: ---

Email address: DTHOMAS@GREENHOUSE17.ORG

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

Required Insurance Coverage

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-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 judgement, best serve the interests of Urban County Government.

Inquiries/Questions

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

Todd Slatin, Director
Division of Central Purchasing 200 E. Main Street, Lexington, KY 40507
E-mail: tslatin@lexingtonky.gov Phone: (859) 258-3320
Deadline for questions is 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](https://www.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 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

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](http://www.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"



LEXINGTON

RFP-24-2022
GreenHouse17 Inc
Supplier Response

Event Information

Number: RFP-24-2022
Title: ARPA Funded Nonprofit Capital Grant Program
Type: Request For Proposal
Issue Date: 5/16/2022
Deadline: 6/21/2022 02:00 PM (ET)

Contact Information

Contact: Todd Slatin
Address: Central Purchasing
Government Center Building
Room 338
200 East Main Street
Lexington, KY 40507
Phone: (859) 2583320
Fax: (859) 2583322
Email: tslatin@lexingtonky.gov

GreenHouse17 Inc Information

Address: PO Box 55190
Lexington, KY 40555-5190
Phone: (800) 544-2022
Web Address: www.GreenHouse17.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.

CORISSA PHILLIPS

Signature

Submitted at 6/21/2022 01:50:18 PM (ET)

cphillips@greenhouse17.org

Email

Response Attachments

Front Ends - RFP 22-2022 - GreenHouse17.pdf

Required front end documents and signatures

Project Submittal (finalv2) - RFP 24-2022 Nonprofit Capital Grant Fund - GreenHouse17.pdf

Project narratives, budgets, and other attachments



PROPOSAL SUBMITTAL COVER SHEET

Agency Information

Agency Name: GREENHOUSE17 INC

Mailing Address: PO BOX 55190; LEXINGTON, KY 40555-5190

Street Address: 4400 BRIAR HILL ROAD; LEXINGTON, KY 40516

Phone: (800) 544 - 2022

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*):
DARLENE THOMAS, MSSW, EXECUTIVE DIRECTOR, 859-519-1903, DTHOMAS@GREENHOUSE17.ORG

Person Completing Application (*Name, Title, Phone, Email*):
CORISSA PHILLIPS, CFRE, EXTERNAL RELATIONS DIRECTOR, 502-435-8021, CPHILLIPS@GREENHOUSE17.ORG

Project Information

Funding Requested by Project, if bundling multiple Projects:

Project: <u>SOCIAL HEALING AND ENTERPRISE DEVELOPMENT BARN</u>	Request \$ <u>431,750</u>
<input checked="" type="checkbox"/> Facility Improvement project	<input type="checkbox"/> Operational Investment project
Project: <u>SEPTIC LEACH LINES REPLACEMENT</u>	Request \$ <u>66,000</u>
<input checked="" type="checkbox"/> Facility Improvement project	<input type="checkbox"/> Operational Investment project
Project: <u>BUSINESS SERVER REPLACEMENT</u>	Request \$ <u>18,398</u>
<input type="checkbox"/> Facility Improvement project	<input checked="" type="checkbox"/> Operational Investment project
Project: <u>EMERGENCY SHELTE GENERATOR REPLACEMENT</u>	Request \$ <u>168,810</u>
<input type="checkbox"/> Facility Improvement project	<input checked="" type="checkbox"/> Operational Investment project
Project: <u>EMERGENCY SHELTER WALK-IN FREEZER REPLACEMENT</u>	Request \$ <u>22,440</u>
<input type="checkbox"/> Facility Improvement project	<input checked="" type="checkbox"/> Operational Investment project

Total Funding Amount Requested: \$ 689,000

- **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.**

FACILITY IMPROVEMENT PROJECT BUDGETS

~~Social Healing & Enterprise Development Barn (1 of 2)~~

<u>Description</u>	<u>Notes</u>	<u>% Project</u>	<u>Cost</u>
Demolition	Includes labor, materials, etc.	15%	\$ 58,875
Concrete	Includes labor, materials, etc.	13%	\$ 51,025
Building Shell	Includes labor, materials, etc.	46%	\$ 180,550
Finishing	Includes labor, systems, materials, etc.	25%	\$ 98,125
Permits	As necessary and required per law	1%	\$ 3,025
	<i>Project Estimate</i>	100%	\$ 392,500
Contingency	10% of \$392,500 direct project costs		\$ 39,250
	Project Total w/ Contingency		\$ 431,750

Septic Leach Field Replacement (2 of 2)

<u>Description</u>	<u>Notes</u>	<u>% Project</u>	<u>Cost</u>
Excavation of existing lines	Includes labor, equipment, removal	24%	\$ 14,400
Intallation of new lines	Includes labor, equipment, materials	74%	\$ 44,400
Permits and inspections	As necessary and required by law	2%	\$ 1,200
	<i>Project Estimate</i>	100%	\$ 60,000
<i>Contingency -</i>	<i>10% of \$60,000 direct project costs</i>		\$ 6,000
	Project Total w/ Contingency		\$ 66,000

TOTAL FACILITY IMPROVEMENTS \$ ~~497,750~~

OPERATIONAL INVESTMENT PROJECTS

Server Replacement (1 of 3)

<u>Description</u>	<u>Notes</u>	<u>% Project</u>	<u>Cost</u>
Server Replacement	Includes equipment and software	45%	\$ 7,526
Installation	Includes technology professional fees	55%	\$ 9,199
	<i>Project Estimate</i>	100%	\$ 16,725
	<i>Contingency - 10% of \$16,725 direct project costs</i>		\$ 1,673
Project Subtotal			\$ 18,398

Generator Replacement (2 of 3)

<u>Description</u>	<u>Notes</u>	<u>% Project</u>	<u>Cost</u>
Generator Unit	Includes equipment, switch, and enclosure	73%	\$ 112,696
Installation	Includes labor and materials	25%	\$ 38,500
Permits and inspections	As necessary and required by law	1%	\$ 2,268
	<i>Project Estimate</i>	100%	\$ 153,464
	<i>Contingency - 10% of \$153,464 direct project costs</i>		\$ 15,346
Project Subtotal			\$ 168,810

Walk-in Freezer Replacement (3 of 3)

<u>Description</u>	<u>Notes</u>	<u>% Project</u>	<u>Cost</u>
Freezer unit and components	Includes box, condenser, and evaporator	75%	\$ 15,200
Intallation fees	Includes materials and skilled trade labor	24%	\$ 4,800
Permits and inspections	As necessary and required by law	2%	\$ 400
	<i>Project Estimate</i>	100%	\$ 20,400
	<i>Contingency - 10% of \$20,400 direct project costs</i>		\$ 2,040
Project Subtotal			\$ 22,440

TOTAL FACILITY IMPROVEMENTS \$ 191,250

GREENHOUSE17

FACILITIES IMPROVEMENT PROJECT (2 OF 2)

SEPTIC LEACH FIELD REPLACEMENT

SECTION 1: MISSION & OBJECTIVES

GreenHouse17 is a 501(c)(3) nonprofit organization committed to ending intimate partner abuse in families and the community. This goal is accomplished 24 hours a day, every day of the year, through the delivery of trauma-informed services that provide safety, healing, and stability for adult victims of abuse and their dependent children.

As the state-designated victim service provider in the Lexington-Fayette County, GreenHouse17 operates a 42-bed emergency shelter about 15 miles from downtown. The organization's shelter is the only in central Kentucky that meets Kentucky Coalition Against Domestic Violence standards for the delivery of victim services. From this location and two satellite offices at the Parkside Apartment complex on Cross Keys Road in Lexington, Certified Domestic Violence Advocates provide the following services: 24-hour hotline, safety planning; legal advocacy; individual and group counseling; children's safe exchange and visitation; transportation assistance, parenting support, budget and credit counseling; supportive housing, and other services as identified and needed by survivors.

The proposed project will directly provide services to low-income, underserved, and marginalized residents of Lexington-Fayette County. Specifically, outcomes of the project will support services for homeless victims of intimate partner abuse and their dependent children. The project further responds to Lexington's Consolidated Plan, which identifies the high-priority need for emergency shelter, public services, and affordable housing to serve victims of domestic violence. GreenHouse17 is in good standing with the Kentucky Secretary of State and holds the Platinum Seal of Transparency on GuideStar.org. No funds will be used to teach, advance, advocate or promote any religion. The organization agrees to comply with local, state, and federal laws.

SECTION 2: DEMONSTRATED NEED

The proposed project will replace 1600 total feet of leach lines necessary to dispose of liquid and solid waste generated at the 42-bed emergency shelter operated by GreenHouse17. Two septic systems are required to service the 19,326-square foot facility. The existing septic systems were built during the facility's original construction nearly 23 years ago. Two 400 foot leach beds connect to each system. A valve on each system is turned monthly to alternate flow between the beds. The standard lifecycle for a septic system is typically estimated between 25 to 30 years. A recent professional inspection of the shelter's systems found tanks in good condition; however, an expedited need for replacing the septic system's aged leach lines was identified. Further evidence that points to the need for replacement include slower drainage from shelter sinks, showers, tubs, and toilets; mushy grass in the lawn that covers leach fields; and odors emanating from the leach field area.

Mission Connection

One in three women and one in six men will be the victim of domestic violence in their lifetimes. Public records maintained by the Kentucky Administration of Courts indicate that 1,877 petitions for domestic violence or personal orders of protection were filed in Fayette County last year. Victims of domestic violence must navigate complex obstacles to establish safety. Homelessness, loss of employment, and isolation from support networks are common while attempting to escape abuse. Last year more than 90% of adults entering the emergency shelter operated by GreenHouse17 reported zero income. On any given night, 42 adults and children rely on the emergency shelter for safety and healing after surviving abuse.

SECTION 3: APPLICANT CAPACITY

GreenHouse17 currently manages a \$3.75 million annual budget composed of private and public funding from federal, state, and local sources. The organization has successfully managed more than 75 federal grant awards received directly, via local pass-through processes, or by subrecipient agreements. GreenHouse17 maintains positive working relationships with the LFUCG Office of Grants and Special Projects; understands the office's procedures for financial and progress reporting procedures; and has a track record for timely submission of funding documentation related to reimbursements and programming.

The organization understands that LFUCG ARPA Capital funding is a one-time grant; LFUCG may conduct ongoing evaluation of the project to determine effectiveness; and timely submission of bids, quotes, invoices, receipts, service contracts, and additional information is necessary for compliance with federal regulations; and all funds must be expended by April 30, 2024. GreenHouse17 also understands expenses for projects will be reimbursed and no funds will be dispersed in advance. Lines of credit with Central Bank that total \$170,000 will allow the organization to assume project costs prior to receipt of reimbursement payments. GreenHouse17 also holds a checking account with Central Bank with minimum balance of \$175,000, which has been designated by the organization's Board of Directors as reserve to accommodate grant-related expenditures prior to reimbursements.

Adequate Staff & Experience

Darlene Thomas, GreenHouse17 executive director, will oversee the proposed facilities improvement project. Ms. Thomas is recognized nationally as a leader in the field

of domestic violence intervention and brings more than 30 years of experience, including management of several capital projects. In 2016, Ms. Thomas collaborated with the Kentucky Coalition Against Domestic Violence to manage the construction of KCADV Homes Lexington, a 24-unit scattered-site housing development funded by a \$4.6 million mix of low-income tax credits, federal grants, and low-interest loans. Three years later, Ms. Thomas managed the \$420,000 renovation of the organization's emergency shelter with Community Development Block Grant funding awarded through the Lexington-Fayette Continuum of Care process. Thoughtful planning and project management allowed the six-month shelter renovation project to be accomplished in three phases without interruption of shelter services. Ms. Thomas is supported by a three-person leadership team that collectively contributes nearly 70 years of experience in the management of federal, state, and private funding:

- Diane Fleet, associate director, serves on the Board of Directors for Alteristic, an international prevention program addressing power-based personal violence, and is the President of the Lexington-Fayette Domestic and Sexual Violence Prevention Council.
- Diane Willoughby, finance director, has successfully managed federal pass-through funding from award to closeout for several capital projects and, more recently, varied funding governed by COVID-19 response and recovery regulations. She oversees facility maintenance contracts and manages a part-time staff person focusing on maintenance of the shelter facility and property.
- Corissa Phillips, external relations director, holds the Certified Fund Raising Executive credential, an internationally recognized designation for rigorous commitment to ethical fundraising practices. She brings more than 20 years of experience in grantmaking and grants management to the role.

ARPA Compliance

Last year Katie Losekamp, a graduate of the University of Kentucky College Public Administration, was hired in a new role that assists with contract and compliance management. The organization's leadership team and grant management staff have completed federal and local training for compliance with 2 CFR Part 200 and 24 CFR 85. The American Rescue Plan Act of 2021 and related guiding documents about bidding, contractors, prevailing wage, equal opportunity employment, and additional regulations were carefully reviewed before preparing this proposal. Accounting Policies of the organization define procurement procedures, asset management, records retention, and the organization's federal grants process. These policies are reviewed for compliance annually by the organization's Board of Directors, leadership team, and auditor. Additionally, the policies are evaluated per processes of annual monitoring performed by the Kentucky Coalition Against Domestic Violence, LFUCG Office of Grants and Special Projects, and representatives from other federal, state, and local funders.

Non-Discrimination, Equal Opportunity, and Inclusion

GreenHouse17 is committed to non-discrimination and honors the link between intimate partner abuse and other forms of oppression. Policies of the organization meet or exceed federal, state, and local laws. No person shall be denied the opportunity for employment, shelter, housing, or participation in programming, nor will they be subject to discrimination in any project, program, or activity, based on actual or perceived age, race, color, religion, national origin, ethnicity, sex, sexual orientation, gender identity, familial status, pregnancy, handicap or disability, disabled veteran, Vietnam era veteran, or other protected status.

SECTION 4: OPERATIONS FEASIBILITY

Project completion will be accomplished by October 2023. Replacement of the 1600 total feet of leach field chambers will likely require 20 to 30 working days. The following timeline factors 12 weeks for delays caused by weather, supply chain issues, and trade labor shortages. Shelter operation is expected to continue without interruption or reduced capacity during the project; however, the development of a schedule for limited usage of existing toilets, showers, tubs, and sinks will be necessary before the project's launch. Should causes for predicted delays be mitigated before the construction start date, the leach field replacement project could be finished weeks earlier than estimated.

Project Timeline

Calendar Year	2022			2023				2024	
Activity/Calendar Quarter	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2
Submit Project Proposal									
Proposal Review & Award Announcements									
Award contract signed, RFP & Bid Processes									
Contractor planning, material orders & permitting									
Replacement of leach field lines									
Additional weeks are reserved for weather, supply, and/or labor delays.									
Project completed, inspected & final reporting/invoicing submitted									

Strategy for Additional Support

Additional financial support for the project will not be necessary if total funding is received. A generous 10% contingency has been factored in the budget to accommodate predicted increases to price points for materials and labor.

Should project costs exceed the estimate, a portion of the organization's annual subcontract with the Kentucky Coalition Against Domestic Violence could also be reallocated to ensure the project is realized. The organization typically allocates approximately \$20,000 of this subcontract for equipment purchases necessary to sustain the emergency shelter operation. Recent examples include replacing cracked toilets, acquiring new washing machines/dryers, and repairing the facility's fire panel. Further, the organization has a strong track record for securing generous public support from private foundations and charitable donations. A detailed discussion about the organization's capacity to assume project costs prior to reimbursement has been included in the previous section of this proposal. Should the existing line of credit not accommodate project expenses before reimbursements are received, the organization is confident an additional line of credit could be obtained.

The organization's FY23 operating budget, letter documenting KCADV subcontract funding, and documentation of existing lines of credit have been attached to this proposal.

Adequate & Qualified Staff

Adequate and qualified contractors will be identified during the request for proposal process, which will specify permits, codes, certifications, and other requirements per state and local regulations. The organization's leadership and grant compliance staff are prepared to implement the proposed project. Past capital projects managed by the

organization have been completed on budget and time, with no interruption to core services and programs supporting intimate partner abuse victims. (See the detailed discussion about the organization's capacity for the project in the previous section of this proposal.) Shelter-based services to be delivered concurrently to the leach field replacement will be facilitated by staff who have completed professional training required for the Certified Domestic Violence Advocate credential. Ryan Koch, shelter program manager, supervises services and programs delivered from the emergency shelter facility. He brings 15 years of experience and education in counseling, conflict management, and community building. Mr. Koch is supervised by Diane Fleet, associate director, whose credentials have been summarized in the previous section of this proposal.

Allowability for Facility Improvements

A copy of the emergency shelter property lease has been attached with statements determining allowability for leaseholder to make improvements highlighted in yellow on the third page of the document.

SECTION 5: COST ANALYSIS

Costs to replace the leach field lines of the septic system servicing the emergency shelter facility have been estimated at \$66,000 including materials, equipment, skilled and certified labor (as required by law), permits/inspections, and contingency. The following narrative corresponds to the required line-item budget attached with this project proposal:

- \$14,400 – Excavation of the existing lines is estimated at 24% of direct project costs. This amount includes labor, materials, and equipment to locate, remove, and dispose of existing lines.
- \$44,400 – Replacement of the lines is estimated at 74% of direct project costs. This amount includes labor, equipment, and materials to lay the rock/sand bedding mix in the trenches and replace 1600 feet of leach lines (2 septic systems x 2 leach fields for each system x 400 ft of lines per field.)
- \$1,200 – Permits and inspections associated with the project have been estimated at up to 2% of direct project costs.
- \$6,000 – A project contingency equal to 10% of \$60,000 in direct project costs has been included in the budget.
- \$66,000 – Total estimated costs to complete the project.

The project budget is informed by an estimate prepared by Stewarts Concrete and Construction, a Lawrenceburg-based company that has provided maintenance services for the emergency shelter septic systems for many years. A copy of the estimate has been attached to this proposal. The company understands and acknowledges that the preparation of this estimate in no way offers preference during the proposal request and bidding process.

**Stewarts Concrete Construction
120 Bush Avenue
Lawrenceburg KY 40342
(502)680-1948**

Date: June 10, 2022

Bid To: Green House 17

Each system has 2 beds with a bull run valve, to be changed every 30 days.

400ft. Of 3ft. Leaching chambers with materials for each bed.

\$30,000.00 for each 2 bed system

There are 2 systems in the front of the building

The price covers materials, permits, excavation, labor

Total Bid: \$60,000.00

Bid subject to change due to inflation

GREENHOUSE17

OPERATIONAL INVESTMENT PROJECT (1 OF 3):

SERVER REPLACEMENT

SECTION 1: MISSION & OBJECTIVES

GreenHouse17 is a 501(c)(3) nonprofit organization committed to ending intimate partner abuse in families and the community. This goal is accomplished 24 hours a day, every day of the year, through the delivery of trauma-informed services that provide safety, healing, and stability for adult victims of abuse and their dependent children.

As the state-designated victim service provider in the Lexington-Fayette County, GreenHouse17 operates a 42-bed emergency shelter about 15 miles from downtown. The organization's shelter is the only in central Kentucky that meets Kentucky Coalition Against Domestic Violence standards for the delivery of victim services. From this location and two satellite offices at the Parkside Apartment complex on Cross Keys Road in Lexington, Certified Domestic Violence Advocates provide the following services: 24-hour hotline, safety planning; legal advocacy; individual and group counseling; children's safe exchange and visitation; transportation assistance, parenting support, budget and credit counseling; supportive housing, and other services as identified and needed by survivors.

The proposed project will directly provide services to low-income, underserved, and marginalized residents of Lexington-Fayette County. Specifically, outcomes of the project will support services for homeless victims of intimate partner abuse and their dependent children. The project further responds to Lexington's Consolidated Plan, which identifies the high-priority need for emergency shelter, public services, and affordable housing to serve victims of domestic violence. GreenHouse17 is in good standing with the Kentucky Secretary of State and holds the Platinum Seal of Transparency on GuideStar.org. No funds will be used to teach, advance, advocate or promote any religion. The organization agrees to comply with local, state, and federal laws.

SECTION 2: DEMONSTRATED NEED

The proposed operations investment project will replace the organization's two existing business servers that facilitate all electronic file and application services. Netgain Technologies, the organization's IT management consultants, recommends the servers be replaced as soon as possible to avoid compromised security and backups. Signs of the existing servers end-of-life have become more frequent in recent months. Diminished performance, increased maintenance costs, and a higher fail rate have been documented. Reliable and secure server equipment is vital to the 24-hour operation of GreenHouse17 programs. In addition to delivering data to staff workstations, the existing local server stores the organization's client service database and accounting software. Both of these applications are vital to the organization's fulfillment of reporting requirements for federal, state, and local grants. Further, the server provides centralized security against viruses and other data threats; protects against losing data during a disaster; and deploys policies to domain users that adhere to federal confidentiality requirements that govern protection of victim data per the federal Violence Against Women Act (VAWA).

Mission Connection

One in three women and one in six men will be the victim of domestic violence in their lifetimes. Public records maintained by the Kentucky Administration of Courts indicate that 1,877 petitions for domestic violence or personal orders of protection were filed in Fayette County last year. Victims of domestic violence must navigate complex obstacles to establish safety. Last year more than 90% of adults entering the emergency shelter operated by GreenHouse17 reported zero income. On any given night, 42 adults and children rely on the emergency shelter for safety and healing after surviving abuse.

SECTION 3: APPLICANT CAPACITY

GreenHouse17 currently manages a \$3.75 million annual budget composed of private and public funding from federal, state, and local sources. The organization has successfully managed more than 75 federal grant awards received directly, via local pass-through processes, or by subrecipient agreements. GreenHouse17 maintains positive working relationships with the LFUCG Office of Grants and Special Projects; understands the office's procedures for financial and progress reporting procedures; and has a track record for timely submission of funding documentation related to reimbursements and programming.

The organization understands that LFUCG ARPA Capital funding is a one-time grant; LFUCG may conduct ongoing evaluation of the project to determine effectiveness; and timely submission of bids, quotes, invoices, receipts, service contracts, and additional information is necessary for compliance with federal regulations; and all funds must be expended by April 30, 2024. GreenHouse17 also understands expenses for projects will be reimbursed and no funds will be dispersed in advance. Lines of credit with Central Bank that total \$170,000 will allow the organization to assume project costs prior to receipt of reimbursement payments. GreenHouse17 also holds a checking account with Central Bank with minimum balance of \$175,000, which has been designated by the organization's Board of Directors as reserve to accommodate grant-related expenditures prior to reimbursements.

Adequate Staff & Experience

Darlene Thomas, GreenHouse17 executive director, will oversee the proposed facilities improvement project. Ms. Thomas is recognized nationally as a leader in the field

of domestic violence intervention and brings more than 30 years of experience, including management of several capital projects. Ms. Thomas collaborated with the Kentucky Coalition Against Domestic Violence to manage the 2016 construction of KCADV Homes Lexington, a 24-unit scattered-site housing development funded by a \$4.6 million mix of low-income tax credits, federal grants, and low-interest loans. Three years later, Ms. Thomas managed the \$420,000 renovation of the organization's emergency shelter with Community Development Block Grant funding awarded through the Lexington-Fayette Continuum of Care process. Thoughtful planning and project management enabled the six-month shelter renovation project to be accomplished in three phases without interruption of shelter services. Ms. Thomas is supported by a three-person leadership team that collectively contributes nearly 70 years of experience in the management of federal, state, and private funding:

- Diane Fleet, associate director, serves on the Board of Directors for Alteristic, an international prevention program addressing power-based personal violence, and President of the Lexington-Fayette Domestic and Sexual Violence Prevention Council.
- Diane Willoughby, finance director, has successfully managed federal pass-through funding from award to closeout for several capital projects and, more recently, varied funding governed by COVID-19 response and recovery regulations. She oversees facility maintenance contracts and manages a part-time staff person with focus on maintenance of the shelter facility and property.
- Corissa Phillips, external relations director, holds the Certified Fund Raising Executive credential, an internationally recognized designation for rigorous commitment to ethical fundraising practices. She brings more than 20 years of experience in grantmaking and grants management to the role.

ARPA Compliance

Last year Katie Losekamp, a graduate of the University of Kentucky College Public Administration, was hired in a new role that assists with contract and compliance management. The organization's leadership team and grant management staff have completed federal and local training for compliance with 2 CFR Part 200 and 24 CFR 85. The American Rescue Plan Act of 2021 and related guiding documents about bidding, contractors, prevailing wage, equal opportunity employment, and additional regulations were carefully reviewed before preparing this proposal. Accounting Policies of the organization define procurement procedures, asset management, records retention, and the organization's federal grants process. These policies are reviewed for compliance annually by the organization's Board of Directors, leadership team, and auditor. Additionally, the policies are evaluated per processes of annual monitoring performed by the Kentucky Coalition Against Domestic Violence, LFUCG Office of Grants and Special Projects, and representatives from other federal, state, and local funders.

Non-Discrimination, Equal Opportunity, and Inclusion

GreenHouse17 is committed to non-discrimination and honors the link between intimate partner abuse and other forms of oppression. Policies of the organization meet or exceed federal, state, and local laws. No person shall be denied the opportunity for employment, shelter, housing, or participation in programming, nor will they be subject to discrimination in any project, program, or activity, based on actual or perceived age, race, color, religion, national origin, ethnicity, sex, sexual orientation, gender identity, familial status, pregnancy, handicap or disability, disabled veteran, Vietnam era veteran, or other protected status.

SECTION 4: OPERATIONS FEASIBILITY

This operational investment project will be completed by June 2023. Netgain Technologies, the organization’s IT consultants, have recommended the HPE ProLiant ML110 Gen 10 server to replace the existing server. vSphere software will be installed on the server hardware to configure three virtual servers for domain control, applications, and backup. The organization’s existing files, databases, and user policies will be migrated to the new server during installation. Most technology vendors are shipping the recommended server replacement within two to four weeks of the order date. The following timeline factors more than 12 weeks for delays caused by inventory and/or supply chain issues. Should causes for predicted delays be mitigated before the project start date, the project could be finished weeks earlier than estimated.

Project Timeline

Calendar Year	2022			2023				2024	
Activity/ Quarter	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2
Submit Project Proposal									
Proposal Review & Award Announcements									
Award Contract Signed & Server Ordered									
Server Installed & Migration Complete									
Project Complete & Final Billing/Reports Submitted									

Strategy for Additional Support

No additional financial support for the project will be necessary if total funding is received. A generous 10% contingency has been factored in the budget to accommodate predicted increases to price points for equipment and labor. Should project costs exceed

the estimate, a portion of the organization's annual subcontract with the Kentucky Coalition Against Domestic Violence could also be reallocated to ensure the project is realized. Annual budgeting typically allocates approximately \$20,000 of this subcontract for unanticipated equipment repairs and purchases necessary to sustain the emergency shelter operation. Examples in recent years include replacing cracked toilets, purchasing washing machines/dryers, and repairing the facility's fire panel. Further, the organization has a strong track record for securing generous public support from private foundations and charitable donations. A detailed discussion about capacity to assume project costs prior to reimbursement has been included in the previous section of this proposal. Should the organization's existing line of credit not accommodate project expenses before reimbursements are received, an additional line of credit could be obtained.

The organization's FY23 operating budget, letter documenting KCADV subcontract funding, and documentation of existing lines of credit have been attached to this proposal.

Adequate & Qualified Staff

Adequate and qualified contractors will be identified during the request for proposal process, which will specify permits, codes, certifications, and other requirements per state and local regulations. The organization's leadership and grant compliance staff are prepared to implement the proposed project. Past capital projects managed by the organization have been completed on budget and time, with no interruption to core services and programs supporting intimate partner abuse victims. See the detailed discussion about the organization's capacity for the project in the previous section of this proposal.

SECTION 5: COST ANALYSIS

Costs to replace the organization's server have been estimated at \$18,398, including the equipment, related software for equipment operation, materials, and professional labor. The following narrative uses market costs at the time of the proposal submission and corresponds to the required line-item budget attached with this project proposal:

- \$7,526 – Purchase of equipment and related software is estimated at 45% of direct project costs. This includes the HPE ProLiant ML110 Gen 10 server with 32 GB RAM, (4) 1.2 TB SAS 10K HDD, (1) 10 Core Intel Silver processor, and (1) Micro-SD; QNAP Storage Appliance Backup Storage with 40 TB of available space; and VMware vSphere 7.0.
- \$9,199 – Professional fees for installing the new server and migrating existing data are estimated at 55% of direct project costs. This estimated cost considers project engineering, coordination, scheduling; onsite installation; creation of three Windows 2019 virtual servers for a domain controller application server; backup and replication; migration of the existing server's files, data, and policies; and onsite support following the migration to troubleshoot issues.
- \$1,673 – A project contingency equal to 10% of \$16,725 direct project costs has been included in the budget.
- \$16,725 – Total estimated costs to complete the project.

This estimate for project costs was prepared by Netgain Technologies, a Kentucky technology solutions provider that has provided contractual technology management services for nearly a decade. A copy of the estimate has been attached to this proposal.

Server Upgrade

QUOTE #059148 V1



NETGAIN
TECHNOLOGIES

**Talent and
Technology
Driving Businesses
Forward**

PREPARED FOR
Greenhouse17

PREPARED BY
Graham Young



Alesia Absher
 859-226-1941
 aabsher@netgainit.com



NetGainIT.com

Statement of Work

Project Description

The client, GreenHouse17, has engaged NetGain Technologies to perform a server upgrade. The client has two existing Windows Server 2012R2 virtual servers on an HPE ProLiant ML110 Gen9 running Windows Server 2016 Hyper-V.

The Implementation and Deliverables sections below outline the completion criteria for this project.

Implementation

NetGain Technologies will install a new HPE ProLiant ML110 Gen10 server and install VMware vSphere 7.0. NetGain Technologies will install three new virtual Windows 2019 Standard servers.

1. Domain Controller
2. Application Server with SQL 2017
3. Veeam Backup and Replication – Community Edition

NetGain Technologies will migrate the server roles and applications, while providing on-site support following the migration to troubleshoot any issues. NetGain Technologies will also install and configure a Veeam Backup and Replication – Community Edition server to provide local backups that will ensure a faster recovery time in the event of a ransomware attack or accidental deletion.

NetGain Technologies has confirmed the client has the required licensing to license at least three 2019 Windows Standard servers.

Client Responsibilities

GreenHouse17 will be responsible for the following:

	Responsibilities
Prior to the Start of the Project	<ul style="list-style-type: none"> • Attend the Project Kick-Off meeting. • Notify employees about the upcoming project, communicating to them the reasons for the project and how it will impact them.
During the Project	<ul style="list-style-type: none"> • Be available to answer questions. • Attend scheduled project meetings. • Communicate with employees about the project's progress and how it may affect them.
At the Close of the Project	<ul style="list-style-type: none"> • Complete the one-question survey about the project. • Sign off on the Final Acceptance Document within 10 days of the completion of the project.



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aabsher@netgainit.com



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Deliverables

QTY	Item	Description	Warranty
1	HPE ProLiant ML 110 G10	32 GB RAM, (4) 1.2 TB SAS 10K HDD, (1) 10 Core Intel Silver processor, (1) 32 GB Micro-SD	3-Year 8x5 Next Business Day
1	QNAP Storage Appliance	Backup Storage with 40 TB of available space	1-Year Warranty

Constraints and Assumptions

Project Specific

- VMWare vSphere 7.0 will not include commercial support from the vendor
- Veeam Backup and Replication Community Edition will not include commercial support from the vendor and has a limit of 10 virtual machines

Power

- NetGain Technologies assumes there will be adequate power (including UPS), ventilation, and cooling for all installed hardware.

Down Time

- All efforts will be taken to schedule down time where possible. Unanticipated downtime may occur, however, NetGain Technologies will provide all efforts to limit these occurrences.

Product Versions

- NetGain Technologies will begin the project with the latest software versions of the solution available on the start date of the project (unless otherwise specified). Subsequent software releases by the manufacturer during the course of the project requiring upgrades to the existing software versions may be processed as a billable project change order.

Current Environment Health and Existing Infrastructure

- NetGain Technologies assumes there will be adequate Cat5e cable drops to each location where an IP endpoint device (i.e., Phones, Printers, PCs, etc.) and network equipment will be located.
- Any equipment, patch cables, power cords, and strips required will be the responsibility of client unless otherwise specified.
- Cabling issues will need to be addressed by a cabling vendor. Additional cabling that may be necessary must be installed by a cabling contractor. Labor for cabling not specified in this proposal will be submitted as a billable Project Change Order.

Third Parties

- NetGain Technologies recognizes at times Third Party Vendors such as **Osnium Software Inc. & FMAudit** are required to complete a project. NetGain Technologies has included labor to engage these third parties in this fixed fee proposal



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but cannot account for their level of organization, preparedness, or skill sets. Third Parties stalling a project may create a scenario where NetGain Technologies will create a billable project change order.

Licensing

- Client is responsible for all licensing outside of the quoted solution, for example, Microsoft Office and Windows Server Licenses, CALs, and other supporting servers that may be required.

Disposal

- GreenHouse17 is responsible for disposal of all physical equipment. Secure disposal of physical equipment is not included with this proposal. In accordance with many federal compliance laws and regulations (HIPAA, GLBA, etc.), plus many state and local environmental laws, NetGain Technologies offers a secure and confidential hard drive destruction and equipment recycling service, with a chain-of-custody process to mitigate the risks of a data security breach. We also provide a detailed certificate of destruction showing the date and time of the equipment pickup. Services are available on a project basis outside of this scope.

Travel

- Travel expenses requiring Hotel, Rental Car, Airfare and Per Diem are not included in this proposal and will be billed to the client separately.



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What You Can Expect

Fixed Fee Guarantee

This is a fixed fee proposal. Fixed pricing reduces your risk by giving you certainty in the cost. If the number of hours required for this proposed solution is exceeded, you will pay nothing more. Our goal is to provide a solution that meets your specifications, including the cost of the solution, implementation timeline, and the financial benefit of the solution.

Project Team

NetGain Technologies' Operations Team will be engaged with Greenhouse17 to manage the goals and objectives of our relationship, all deliverables, and provide oversight of service levels within all work assignments. The following will be the key individuals responsible for supporting the requirements of this solution:

Primary Contact

A Project Manager and Lead Engineer will be assigned prior to the start of the project.

Phone: 800-992-8803

Email: Disptach@NetGainIT.com

Executive Management

Hayder Allebban, VP, Operations

Email: HAllebban@NetGainIT.com

Project Scheduling & Communication

Project Scheduling

NetGain Technologies appreciates and understands the importance of this implementation being completed with expediency. The scheduling of technical staff is done to allow adequate time for preparation, as well as any unforeseen items. As a result, the schedule of work may not be from 8:00 AM until 5:00 PM for consecutive days until this work is completed. The schedule for the technicians to be at your facility or working remotely on this implementation may include some full days, some partial days, some afterhours work, and some non-consecutive days. The NetGain Technologies Service Team will keep you apprised of the scheduled time and when the scheduled times must be changed.

Communication

- Within three days of receipt of the down payment, a Project Kickoff Meeting will be scheduled by your Project Manager and the Lead Engineer assigned to your project. An estimated timeline will be established during this meeting.
 - NetGain Technologies utilizes a Final Acceptance Document as a means of measuring project completion. This documentation will be reviewed during the Kickoff Meeting.
- Tracking information will be available after product has been ordered and weekly status updates will be provided by the Project Manager through completion of the project.
- While work is in progress, regular communication can be expected from the assigned Lead Engineer.



Alesia Absher
 859-226-1941
 aabsher@netgainit.com



NetGainTeam

Server Upgrade

Prepared for:

Greenhouse17
 4400 Briar Hill Road
 Lexington, KY 40516
 Diane Willoughby
 (859) 519-1906
 DWilloughby@greenhouse17.org

Ship To:

Greenhouse17
 Diane Willoughby
 4400 Briar Hill Road
 Lexington, KY 40516
 DWilloughby@greenhouse17.org
 (859) 519-1906

Quote Information:

Quote #: 059148
 Version: 1
 Delivery Date: 06/14/2022
 Expiration Date: 06/28/2022

Quote Summary

Description	Amount
Hardware / Software	\$7,404.26
Professional Services	\$9,319.50
Total:	\$16,723.76



Alesia Absher
 859-226-1941
 aabsher@netgainit.com



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Summary of Selected Payment Options

Description	Amount
Down Payment: Down Payment	
Total of Payments	\$8,361.88

Please Make Checks Payable to:
 NetGain Technologies
 2031 Georgetown Rd.
 Lexington, KY 40511

Due NET 30: Due NET 30	
Total of Payments	\$3,702.13

Due on Completion: Due on Completion	
Total of Payments	\$4,659.75

NetGain Technologies reserves the right to invoice the remaining Professional Services if Greenhouse17 requests that the project be placed on hold and that hold exceeds 30 days.

Greenhouse17 will respond within 10 days of receipt of the Final Acceptance Document. If no response is received within that 10-day period, NetGain Technologies will consider this project complete and Greenhouse17 will be invoiced for final payment due.



Alesia Absher
 859-226-1941
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NetGainTeam

Endorsement Page

Referral Program

For every referral you provide to us, who becomes a new NetGain Partner, we will credit your invoice with \$5,000, as a warm thank you for your support of our success. <https://www.netgainit.com/referral/>

Terms

This proposal is offered as a solution with clearly defined completion criteria. Unless noted otherwise, pricing is based on acceptance of both services and hardware. Any changes to the design may result in additional costs.

Should any adjustments to this proposal become necessary, NetGain Technologies will draw up and present a "Change Order" for review and approval. This solution includes ONLY what is written herein. No other verbal or written offers are considered part of this proposal.

The management of NetGain Technologies reserves the right to require modifications of this offer or reject it entirely. All orders and purchases are subject to NetGain Technologies' standard Terms and Conditions and credit approval.

With your endorsement below, you understand and agree this proposal now becomes a binding agreement. You are also agreeing that you have read and understood our standard terms and conditions, located at <http://www.netgainit.com/terms-and-conditions> by which you agree to be bound.

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

Server Upgrade
\$16,723.76

Greenhouse17

Signature: _____

Name: Diane Willoughby

Date: _____

GREENHOUSE17

OPERATIONAL INVESTMENT PROJECT (2 OF 3):

GENERATOR REPLACEMENT

SECTION 1: MISSION & OBJECTIVES

GreenHouse17 is a 501(c)(3) nonprofit organization committed to ending intimate partner abuse in families and the community. This goal is accomplished 24 hours a day, every day of the year, through the delivery of trauma-informed services that provide safety, healing, and stability for adult victims of abuse and their dependent children.

As the state-designated victim service provider in the Lexington-Fayette County, GreenHouse17 operates a 42-bed emergency shelter about 15 miles from downtown. The organization's shelter is the only in central Kentucky that meets Kentucky Coalition Against Domestic Violence standards for the delivery of victim services. From this location and two satellite offices at the Parkside Apartment complex on Cross Keys Road in Lexington, Certified Domestic Violence Advocates provide the following services: 24-hour hotline, safety planning; legal advocacy; individual and group counseling; children's safe exchange and visitation; transportation assistance, parenting support, budget and credit counseling; supportive housing, and other services as identified and needed by survivors.

The proposed project will directly provide services to low-income, underserved, and marginalized residents of Lexington-Fayette County. Specifically, outcomes of the project will support services for homeless victims of intimate partner abuse and their dependent children. The project further responds to Lexington's Consolidated Plan, which identifies the high-priority need for emergency shelter, public services, and affordable housing to serve victims of domestic violence. GreenHouse17 is in good standing with the Kentucky Secretary of State and holds the Platinum Seal of Transparency on GuideStar.org. No funds will be used to teach, advance, advocate or promote any religion. The organization agrees to comply with local, state, and federal laws.

SECTION 2: DEMONSTRATED NEED

The proposed operations investment project will replace the existing generator for the organization's 19,326 square feet emergency shelter. Original to the facility and assumed with the purchase of the property in 2005, the current generator has reached end-of-life. More frequent repairs have been necessary for the past several years, and replacement parts continue to become obsolete with each year. A reliable generator is critical to the uninterrupted 24-hour operation of the emergency shelter during bad weather, downed powerlines, and scheduled maintenance. The shelter's location in rural Fayette County, nearly 15 miles from the downtown corridor, is considered an end-of-line service connection. Lengthy delays are common between outage events and restored power.

Beyond the temporary discomfort or inconvenience caused by loss of heating, cooling, and lighting, prolonged power outages compromise the safety and security of residents. On any given night, the emergency shelter offers protection for approximately 42 homeless adults and children who have escaped real threats to their well-being and, too often, their lives. Nearly 20 security cameras monitor the gated roadside entrance to the property, the facility's parking lot, and the building's windows. Additionally, coded security locks that require electrical power secure exterior and interior doors at the facility. Loss of power also compromises access to digitally stored client files necessary to facilitate service delivery and prepare reports for compliance with federal, state, and local funding. Further, power outages result in the costly loss of refrigerated and frozen food necessary to prepare more than a thousand meals for shelter residents each month.

Mission Connection

One in three women and one in six men will be the victim of domestic violence in their lifetimes. Public records maintained by the Kentucky Administration of Courts indicate that 1,877 petitions for domestic violence or personal orders of protection were filed in Fayette County last year. Victims of domestic violence must navigate complex obstacles to establish safety. Homelessness, loss of employment, and isolation from support networks are common while attempting to escape abuse. Last year more than 90% of the adults entering the emergency shelter operated by GreenHouse17 reported zero income.

SECTION 3: APPLICANT CAPACITY

GreenHouse17 currently manages a \$3.75 million annual budget composed of private and public funding from federal, state, and local sources. The organization has successfully managed more than 75 federal grant awards received directly, via local pass-through processes, or by subrecipient agreements. GreenHouse17 maintains positive working relationships with the LFUCG Office of Grants and Special Projects; understands the office's procedures for financial and progress reporting procedures; and has a track record for timely submission of funding documentation related to reimbursements and programming.

The organization understands that LFUCG ARPA Capital funding is a one-time grant; LFUCG may conduct ongoing evaluation of the project to determine effectiveness; and timely submission of bids, quotes, invoices, receipts, service contracts, and additional information is necessary for compliance with federal regulations; and all funds must be expended by April 30, 2024. GreenHouse17 also understands expenses for projects will be reimbursed and no funds will be dispersed in advance. Lines of credit with Central Bank that total \$170,000 will allow the organization to assume project costs prior to receipt of reimbursement payments. GreenHouse17 holds a checking account with Central Bank with minimum balance of \$175,000, which has been designated by the organization's Board of Directors as reserve to accommodate grant-related expenditures prior to reimbursements.

Adequate Staff & Experience

Darlene Thomas, GreenHouse17 executive director, will oversee the proposed project. Ms. Thomas is recognized nationally as a leader in the field of domestic violence

intervention and brings more than 30 years of experience, including management of several capital projects. In 2016, Ms. Thomas collaborated with the Kentucky Coalition Against Domestic Violence to manage the construction of KCADV Homes Lexington, a 24-unit scattered-site housing development funded by a \$4.6 million mix of low-income tax credits, federal grants, and low-interest loans. Three years later, Ms. Thomas managed the \$420,000 renovation of the organization's emergency shelter with Community Development Block Grant funding awarded through the Lexington-Fayette Continuum of Care process. Thoughtful planning and project management allowed the six-month shelter renovation project to be accomplished in three phases without interruption of shelter services. Ms. Thomas is supported by a three-person leadership team that collectively contributes nearly 70 years of experience in the management of federal, state, and private funding:

- Diane Fleet, associate director, serves on the Board of Directors for Alteristic, an international prevention program addressing power-based violence, and is the President of the Lexington-Fayette Domestic and Sexual Violence Prevention Council.
- Diane Willoughby, finance director, has successfully managed federal pass-through funding from award to closeout for several capital projects and, more recently, varied funding governed by COVID-19 response and recovery regulations. She oversees facility maintenance contracts and manages a part-time staff person with focus on maintenance of the shelter facility and property.
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ARPA Compliance

Last year Katie Losekamp, a graduate of the University of Kentucky College Public Administration, was hired in a new role that assists with contract and compliance management. The organization's leadership team and grant management staff have completed federal and local training for compliance with 2 CFR Part 200 and 24 CFR 85. The American Rescue Plan Act of 2021 and related guiding documents about bidding, contractors, equal opportunity employment, and additional regulations were carefully reviewed before preparing this proposal. Accounting Policies of the organization define procurement procedures, asset management, records retention, and the organization's federal grants process. These policies are reviewed for compliance annually by the organization's Board of Directors, leadership team, and auditor. Additionally, the policies are evaluated per processes of annual monitoring performed by the Kentucky Coalition Against Domestic Violence, LFUCG Office of Grants and Special Projects, and representatives from other federal, state, and local funders.

Non-Discrimination, Equal Opportunity, and Inclusion

GreenHouse17 is committed to non-discrimination and honors the link between intimate partner abuse and other forms of oppression. Policies of the organization meet or exceed federal, state, and local laws. No person shall be denied the opportunity for employment, shelter, housing, or participation in programming, nor will they be subject to discrimination in any project, program, or activity, based on actual or perceived age, race, color, religion, national origin, ethnicity, sex, sexual orientation, gender identity, familial status, pregnancy, handicap or disability, disabled veteran, Vietnam era veteran, or other protected status.

SECTION 4: OPERATIONS FEASIBILITY

This operational investment project to replace the generator providing backup service to the emergency shelter will be completed by October 2023. Consulted professionals and online sources have estimated that installing a sizeable commercial-grade generator can often require six to eight weeks from the time of order to post-install inspection. The following timeline factors and additional 16 weeks for delays caused by inventory, supply chain, or labor shortage issues. Should causes for predicted delays be mitigated before the project start date, the project could be finished weeks earlier than estimated.

Project Timeline

Calendar Year	2022			2023				2024	
Activity/ Quarter	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2
Submit Project Proposal									
Proposal Review & Award Announcements									
Award Contract Signed									
Request for Proposal & Bidding Process									
Permits Obtained & Generator Ordered									
Generator Installed & Transfer Switch Set									
Project Complete, Inspected & Final Billing/ Reports Submitted									

Strategy for Additional Support

No additional financial support for the project will be necessary if total funding is received. A generous 10% contingency has been factored in the budget to accommodate predicted increases to price points for equipment and labor. Should project costs exceed

the estimate, a portion of the organization's annual subcontract with the Kentucky Coalition Against Domestic Violence could also be reallocated to ensure the project is realized. Annual budgeting typically allocates approximately \$20,000 of this subcontract for unanticipated equipment repairs and purchases necessary to sustain the emergency shelter operation. Examples in recent years include replacing cracked toilets, acquiring new washing machines/dryers, and repairing the facility's fire panel. Further, the organization has a strong track record for securing generous public support from private foundations and charitable donations. A detailed discussion about capacity to assume project costs prior to expenditure has been included in the previous section of this proposal. Should the organization's existing line of credit not accommodate project expenses before reimbursements are received, an additional line of credit could be obtained.

The organization's FY23 operating budget, letter documenting KCADV subcontract funding, and documentation of existing lines of credit have been attached to this proposal.

Adequate & Qualified Staff

Adequate and qualified contractors will be identified during the request for proposal process, which will specify permits, codes, certifications, and other requirements per state and local regulations. The organization's leadership and grant compliance staff are prepared to implement the proposed project. Past capital projects managed by the organization have been completed on budget and time, with no interruption to core services and programs supporting intimate partner abuse victims. See the detailed discussion about the organization's capacity for the project in the previous section of this proposal.

SECTION 5: COST ANALYSIS

Costs to replace the organization's existing generator have been estimated at \$168,810 including equipment, materials, permits, and certified skilled labor. Total project costs have been controlled by the reuse of the existing generator's concrete pad and exterior enclosure. The following narrative uses market costs at the time of the proposal submission and corresponds to the required line-item budget attached with this project proposal:

- \$112,696 – The generator and transfer switch purchase are estimated at 73% of direct project costs. The cost for the generator is based on the Kohler Model 350REOZJD, a diesel generator equipped with a 4M4021 alternator operating at 277/480 volts rated for 360kW/450 kVA. Automatic transfer switch cost is based on Kohler Model KSS-AMTA-0600S, a 3 Pole, 4 Wire, 600 amp, standard automatic transfer switch, rated 480V, 60 Hz complete with all standard equipment and housed in a NEMA Type 1 enclosure.
- \$38,500 – Installation of the generator and transfer switch has been estimated at 25% of direct project costs. These costs reflect standard fees for a licensed and insured electrician who is experienced and authorized for commercial-grade generator installation.
- \$2,238 – Permits and inspections associated with the project have been estimated at 1.5% of the budget.
- \$15,346 – A project contingency equal to 10% of \$153,464 in direct project costs has been included in the budget.
- \$168,810 – Total estimated costs to complete the project.

Recommended specifications and cost estimates for purchasing the generator and transfer switch equipment were prepared by Nixon Power Services, a Tennessee-based company with a branch office in Lexington that has provided service to the organization's existing generator equipment for many years. Costs to install the generator and transfer switch was provided by Walker Electric, a Lexington-based commercial electrical installation company that began in 1976. Copies of the estimates have been attached to this proposal. Both companies understand and acknowledge that the preparation of the project estimate in no way offers preference during the request for proposals and bidding process.



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P: 502-267-0474 F: 502-267-9166

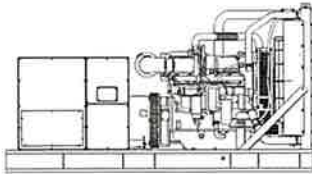
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To: Diane Willoughly
RE: Green House 17 Budgetary Proposal
6-7-22

From: **Zachary Davis**
Generator System Specialist
Nixon Power Services LLC
11910 Carrier Court
Louisville, KY 40299
P: 502-612-1920 F:
zdavis@nixonpower.com

Generator



Kohler Model: 350REOZJD

This diesel generator set equipped with a 4M4021 alternator operating at 277/480 volts is rated for 360kW/450 kVA. Output amperage: 541

Standard Features:

- Kohler Co. provides one-source responsibility for the generating system and accessories.
- The generator set and its components are prototype-tested, factory-built, and production-tested.
- The 60 Hz generator set offers a UL 2200 listings.
- The generator set accepts rated load in one step.
- The 60 Hz emergency generator set meets NFPA 110, Level 1, when equipped with the necessary accessories and installed per NFPA standards.
- A one-year limited warranty covers all systems and components. Two-and five-year extended warranties are also available.
- Tier 3 EPA-certified for Stationary Emergency Applications
- Alternator Protection
- Battery Rack and Cables
- Customer Connection (standard with Decision-Maker 6000 controller only)
- Local Emergency Stop Switch
- Oil Drain Extension

Alternator Features:

- Operation and Installation Literature
- The pilot-excited, permanent-magnet (PM) alternator provides superior short-circuit capability.

Other Features:

- Kohler designed controllers for guaranteed system integration and remote communication.
- The low coolant level shutdown prevents overheating (standard on radiator models only).
- Integral vibration isolation eliminates the need for under-unit vibration spring isolators.
- An electronic, isochronous governor delivers precise frequency regulation.
- Mount up to four circuit breakers to allow circuit protection of selected priority loads.

KOHLER.

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Qty	Description
	350REOZJD Generator System
1	350REOZJD Generator Set Includes the following: Literature Languages English Approvals and Listings UL2200 Listing Engine 350REOZJD, 24V, 60Hz Nameplate Rating Standby 130C Rise Voltage 60Hz, 277/480V, Wye, 3Ph, 4W Alternator 4M4021 Cooling System Unit Mounted Radiator, 50C Skid and Mounting Skid Air Intake Standard Duty Controller APM402 Enclosure Type Weather Enclosure Material Steel Fuel Tank Type Standard Fuel Runtime (Approx.) 24 Hours Subbase Fuel Tank Capacity 774 Gallons Starting Aids, Installed 2500W,90-120V,1Ph,w/Valves Electrical Accy.,Installed Battery, 2/12V, Wet Electrical Accy.,Installed Battery Charger, 10A Electrical Accy.,Installed Run Relay Electrical Accy.,Installed 2 Input/5 OutputModule Electrical Accy.,Installed Generator Heater Rating, LCB 1 Right 100% Rated Amps, LCB 1 Right 600 Trip Type, LCB 1 Right Electronic, LSI LCB 1 Right Interrupt Rating 35kA at 480V Frame, LCB 1 Right PG Position, LCB 1 Right 1 Fuel Lines, Installed Flexible Fuel Lines Exceeds LTL Shipping Height Add'l Shipping Charge Accepted Miscellaneous Accy,Installed Air Cleaner Restriction Ind. Miscellaneous Accy,Installed Coolant in Genset Warranty Standard Testing, Additional Power Factor Test,0.8,3Ph Only NEC Remote, E-Stop Lit Kit, NFPA-110, 350REOZJD RSA III, Annunciator only
1	
1	
1	





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Automatic Transfer Switch



Kohler Model: KSS-AMTA-0600S

3 Pole, 4 Wire, Solid Neutral, 600 amp, Kohler Specific Breaker rated Standard automatic transfer switch, Model KSS-AMTA-0600S, rated 480V, 60 Hz complete with all standard equipment and housed in a NEMA Type 1 enclosure.

Qty	Description																								
1	<p>ATS KSSB Transfer Switch System</p> <p>KSS-AMTA-0600S</p> <p>Includes the following:</p> <table border="0" style="width: 100%;"> <tr> <td style="width: 50%;">Literature Languages</td> <td>English</td> </tr> <tr> <td>Mechanism</td> <td>Specific Breaker</td> </tr> <tr> <td>Transition</td> <td>Standard</td> </tr> <tr> <td>Logic</td> <td>1200</td> </tr> <tr> <td>Voltage</td> <td>480V / 60 Hz</td> </tr> <tr> <td>Poles & Wires</td> <td>3 Pole/4 Wire, Solid Neutral</td> </tr> <tr> <td>Enclosure</td> <td>Nema 1</td> </tr> <tr> <td>Amps</td> <td>600 Amps</td> </tr> <tr> <td>Connection</td> <td>Standard</td> </tr> <tr> <td>IBC Seismic Certification</td> <td>None</td> </tr> <tr> <td>CSA Certification</td> <td>None</td> </tr> <tr> <td>Warranty</td> <td>1-YR STANDARD</td> </tr> </table>	Literature Languages	English	Mechanism	Specific Breaker	Transition	Standard	Logic	1200	Voltage	480V / 60 Hz	Poles & Wires	3 Pole/4 Wire, Solid Neutral	Enclosure	Nema 1	Amps	600 Amps	Connection	Standard	IBC Seismic Certification	None	CSA Certification	None	Warranty	1-YR STANDARD
Literature Languages	English																								
Mechanism	Specific Breaker																								
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IBC Seismic Certification	None																								
CSA Certification	None																								
Warranty	1-YR STANDARD																								
1	Lit Kit, ATS Production, KSS																								





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OFFER TOTAL BUDGET PRICE: \$112,696.00

Price does not include any applicable taxes or installation

Proposed by:

Company Nixon Power Services LLC
Print Name: Alyssa Halages
Title: Inside Sales Engineer
Signature: *Alyssa R Halages*
Date: June 7, 2022



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STANDARD TERMS AND CONDITIONS OF SALE

These Standard Terms and Conditions of Sale ("Terms") shall, unless otherwise explicitly stated in writing by Nixon Power Services, govern all sales of goods ("Goods") or services, including without limitation repairs, maintenance, warranty repairs, or services provided pursuant to a maintenance agreement (collectively, "Services"), by Nixon Power Services ("Nixon") to the customer purchasing such Goods or Services (the "Buyer"). Special Conditions of Sale, where applicable, are included at Exhibit B, attached hereto.

1.Contract- These Terms, together with any: price list or schedule, quotation, acknowledgement, or scope of work provided by Nixon; or documents incorporated by specific reference herein or therein, constitute the complete and exclusive statement of the terms of the agreement governing the sale of Goods or Services by Nixon to Buyer. Nixon's acceptance of Buyer's authorization to proceed is expressly conditioned on Buyer's assent to all of Nixon's Terms, including terms and conditions that are different from or additional to any terms or conditions in Buyer's purchase order. Buyer's placement of an order with Nixon and/or acceptance of Goods or Services constitute Buyer's assent to Nixon's Terms.

2.Service, Repair, Maintenance- Nixon reserves the right in its sole discretion to refuse to provide service or repair. All maintenance plans exclude and do not cover or apply to rotors, stators or engine crank shafts. The cost of providing a rental generator while a permanent generator is being maintained or repaired, regardless of whether the repair is a warranty repair or a non-warranty repair or whether the service or maintenance is provided under warranty or pursuant to a maintenance agreement, and regardless of whether the service, maintenance or repair is the responsibility of the manufacturer of the Goods or of Nixon, is excluded from any service or maintenance plan or product warranty and shall be the responsibility of Buyer. Service or maintenance of any fire pump covers only the diesel engine component and no other component. Waste oil and coolant from emergency generators are hazardous materials and must be handled as such. Disposal of hazardous materials is Buyer's responsibility and done at Buyer's expense, and when handling or disposing of such materials is Nixon's responsibility, Nixon charges an additional "hazmat fee" and safely removes and recycles such materials.

3.Quotations And Published Prices- Prices quoted in writing by Nixon shall remain in effect for thirty (30) calendar days from the date of issuance by Nixon, unless withdrawn in writing by Nixon before that time expires, and may be accepted only by an unconditional authorization or purchase order from Buyer that is received and accepted by Nixon within this period.

3b. SCOPE- Nixon Power shall supply power generation equipment and any related parts, materials and/or services expressly identified in this Agreement (collectively, "Equipment"). No additional services, parts or materials are included in this Agreement unless agreed upon by the parties in writing. The Quote is based upon the assumption that the Equipment will be reasonably available and is not subject to unusual market fluctuations. In the event of unusual and/or unanticipated price fluctuations and/or shortage of materials ("Fluctuations"), Nixon Power reserves the right to adjust the estimated delivery time and/or the price to reflect such Fluctuations. Subject to the foregoing, any Quote is valid for the duration of time as listed in clarifications above and the price is firm provided drawings are approved and returned within specified dates quoted. Any delays may result in escalation charges. A Sales Order for Equipment is accepted on hold for release basis. The Sales Order will not be released and scheduled for production until written approval to proceed is received. A Quote is limited to plans and specifications section set forth in the Quote. No other sections shall apply. Additional requirements for administrative items may require additional costs. The Quote does not include off unit wiring, off unit plumbing, offloading, rigging, installation, exhaust insulation or fuel, unless otherwise stated.

4.Taxes- Nixon's prices do not include any applicable sale, use, excise or similar taxes, and the amount of any such tax that Nixon may be required to pay or collect is Buyer's responsibility and will be added to Buyer's invoice unless Buyer timely furnishes Nixon with a valid tax exemption certificate acceptable to the appropriate taxing authorities. Where Buyer fails to furnish the required documentation, any unpaid sales, use, excise, or similar tax will be billed to Buyer. If at any time the appropriate taxing authority



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determines, for whatever reason, that an exemption certificate provided to Nixon by Buyer is invalid, Nixon will make a reasonable, good-faith attempt to acquire a valid exemption certificate, notarized affidavit of exempt use, or other necessary documentation from Buyer, and Buyer agrees to cooperate fully and promptly with Nixon in such circumstances. If Buyer fails to timely furnish a valid exemption certificate, notarized affidavit, or other necessary documentation, or fails to cooperate with Nixon, or if the appropriate taxing authority does not accept the additional documentation provided, the sales, use, excise or similar tax will be billed to Buyer.

5.Payment Terms- Unless otherwise specified by Nixon and subject to Nixon's review and approval of Buyer's credit, payment terms are net thirty (30) days from date of Nixon's invoice, payable in U.S. currency. If Buyer wishes to use a Visa or MasterCard as the form of payment, Nixon may charge a 5% convenience fee (5% of the total invoice), which Buyer agrees to pay. Nixon shall have the right to cancel or suspend any order for Goods or Services if Buyer fails to make any payments when due. Buyer shall be liable for all expenses, including attorneys' fees, relating to the collection of past due amounts. Amounts past due are subject to a service charge of the lower of one-and-a-half percent (1.5%) per month (or fraction thereof) or the maximum rate allowed by law, from the date on which they are due until they are paid, and any payments will be applied first to service charges due. Nixon reserves the right, in its sole discretion based on Nixon's determination of Buyer's creditworthiness, to require payment in advance of shipping Goods or providing Services and/or payment of a deposit before accepting and processing any order. If such cash payment or security is not provided, Nixon may refuse to accept and process Buyer's order and/or may suspend or cancel production and/or delivery of Goods or Services. Buyer hereby grants Nixon a security interest in all Goods sold to Buyer by Nixon, which security interest shall continue until all such Goods are fully paid for, and Buyer, upon Nixon's demand, will execute and deliver to Nixon such instruments as Nixon requests to protect and perfect such security interest.

6.Delivery- While Nixon will use all reasonable commercial efforts to maintain the shipping and/or performance date(s) quoted by Nixon, all shipping dates and/or performance dates are approximate and not guaranteed. Nixon shall not be bound to tender delivery of any Goods for which Buyer has not provided shipping instructions or other required information. If shipment of any Goods is postponed or delayed by Buyer for any reason, Buyer agrees to reimburse Nixon for any and all storage costs and other additional cost or expenses resulting from the postponement or delay. All shipments of Goods are F.O.B. Nixon's facility. All shipments are made at Buyer's risk. Risk of loss and legal title shall pass from Nixon to Buyer upon delivery to and receipt by carrier at Nixon's shipping point. Any claims for shortages or damages suffered in transit are the responsibility of Buyer and must be submitted by Buyer directly to the freight carrier. Shortages or damages must be identified and signed for at the time of delivery.

7.Manufacturer's Limited Warranty- The manufacturer of the Goods warrants its product(s) to be free from defects in materials and workmanship for a period of ninety (90) days, commencing on the start-up date. In the sole discretion of the manufacturer, repair, replacement, or an appropriate price adjustment will be provided by the manufacturer if, but only if, Goods are found by the manufacturer and Nixon (1) to have been and to be properly installed, operated, and maintained in accordance with manufacturer's instruction manuals; and (2) defective in materials or workmanship, within the warranty period. This warranty does not apply to defects or malfunctions caused by damage, unreasonable use, misuse, repair or service by unauthorized persons, or normal wear and tear. For more information regarding the specific manufacturer's warranty coverage applicable to the Goods, refer to the applicable Warranty Technical Publication, which will be made available by Nixon upon request. Replacement or installation of Goods, including without limitation equipment, components or accessories, which fail to provide satisfactory performance due to obsolescence or design conditions are not covered by the manufacturer's warranty or included in the manufacturer's warranty obligations. Nixon is not the manufacturer of the Goods and does not warrant the Goods in any way.

8.Disclaimer Of Warranty- LIMITATION OF LIABILITY, EXCEPT AS EXPRESSLY PROVIDED IN MANUFACTURER'S WARRANTY, NEITHER MANUFACTURER NOR NIXON MAKES ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. The manufacturer's obligation under its warranty, and Buyer's sole and exclusive remedy for breach of any warranty hereunder, shall be limited to repair, replacement, or price adjustment, at the manufacturer's election. Under no circumstances shall Nixon be liable for any damages incurred by Buyer or any third party that result from or arise out of: any breach of the manufacturer's warranty; or any delay in performance by Nixon or manufacturer, and the remedies of Buyer set forth herein are exclusive. In no event,



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regardless of the form of the claim or cause of action (whether based in contract, infringement, negligence, strict liability, other tort or otherwise), shall Nixon's liability to Buyer, its customer(s), or any other third party exceed the price paid by Buyer for the specific Goods provided by Nixon giving rise to the claim or cause of action. All reasonable efforts shall be extended in performing Services, but Nixon shall not be liable for any losses or consequential damage(s) that arise out of delays or misuse or improper use by Buyer, its agents or employees.

9. Incidental, Consequential or Punitive Damages- The term "consequential damages" shall include but is not be limited to: loss of anticipated profits; business interruption; loss of use, revenue, reputation or data; costs incurred, including without limitation, for capital, fuel, or power; and loss or damage to reputation, property or equipment. Buyer agrees that under no circumstances shall Nixon be responsible or liable for any consequential, incidental or punitive damages arising out of or relating to any purchase of any Goods or Services.

10. Technical Support- It is expressly understood that any technical advice furnished by Nixon with respect to the use of Goods is given without charge, and Nixon assumes no obligation or liability for the advice given or results obtained, all such advice being given and accepted at Buyer's risk.

11. Excuse Of Performance- Nixon shall not be liable for delays in performance or for non-performance due to acts of God, actions or inactions of Buyer, war, epidemic, fire, flood, weather, sabotage, strikes or labor disputes, civil disturbances or riots, governmental requests, restrictions, allocations, laws, regulations, orders or actions, unavailability of or delays in transportation, default of suppliers, or unforeseen circumstances, or any events or causes beyond Nixon's reasonable control. Shipments of Goods or the provision of Services may be suspended or canceled by Nixon upon notice to Buyer in the event of any of the foregoing, but the balance of any related order shall otherwise remain unaffected. If Nixon determines that its ability to supply the demand for Goods, or to obtain material used directly or indirectly in the provision of Goods, is hindered, limited or made impracticable due to any of the causes set forth in this paragraph, Nixon may allocate its available supply of Goods and/or such material, without obligation to acquire other supplies of Goods or materials, among its purchasers on such basis as Nixon determines to be equitable, without liability for any failure of performance which may result therefrom.

12. Changes- Buyer may request changes or additions to Goods consistent with Nixon's specifications and criteria. Any such request must be made in writing and is subject to acceptance in Nixon's sole discretion. In the event such changes or additions are accepted by Nixon, Nixon may revise as it deems appropriate the price(s) of Goods or the dates of shipping or performance. Nixon reserves the right to change designs and specifications for Goods without prior notice to Buyer. Nixon shall have no obligation to install or make such changes in any Goods manufactured prior to the date of such change.

13. Cancellation- Undelivered parts of any order may be canceled by Buyer only with the prior written approval of Nixon. If Buyer makes an assignment for the benefit of creditors or in the event that Nixon for any reason feels insecure about Buyer's willingness or ability to perform, Nixon has the right to cancel any open orders. In the event a request by Buyer to cancel an order is agreed to by Nixon, Buyer shall forfeit its deposit, if any, and shall pay to Nixon the reasonable costs and expenses (including without limitation engineering expenses and commitments, such as deposits, quotes, or agreements, to suppliers and subcontractors) incurred by Nixon prior to receipt of notice of such cancellation, plus Nixon's usual profit for similar work. In the event Nixon agrees to accept equipment for restocking, a minimum restocking charge of twenty-five percent (25%), based on the sales price to Buyer of said equipment, will apply.

14. Default- Upon default and placing of any invoice with an attorney for collection or repossession of Goods or related equipment or materials, Buyer agrees to reimburse Nixon for its reasonable attorney's fees and other costs, including without limitation court costs, incurred in connection therewith.



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15. Buyer Acceptance- Any Goods delivered hereunder shall be deemed to be fully accepted by Buyer unless Nixon receives written notice of rejection of any such Goods within ten (10) days after the date of delivery to Buyer.

16. Regulatory Laws and/or Standards- The manufacturer takes reasonable steps to keep the Goods in conformity with certain nationally-recognized standards and such regulations which may affect them; however, Buyer understands and acknowledges that the Goods are utilized in many regulated applications and that, from time to time, standards and regulations are in conflict with each other. Nixon makes no promises or representations that the Goods will conform to any federal, state or local laws, ordinances, regulations, codes or standards, except as particularly specified and agreed upon in writing as a part of the contract between Buyer and Nixon. Nixon's prices do not include the cost of any related inspections or permits or inspection fees, all such costs to be paid by Buyer.

17. Non-assignment- No order for Goods may be assigned by Buyer, in whole or in part, without Nixon's prior written consent, which may be withheld in Nixon's sole discretion.

18. Billable Services- Additional charges will be billed to Buyer at Nixon's then-prevailing labor rates for any services not specified in Nixon's quotation or subsequent engineering submittal. If reasonable site and/or equipment access is denied by the Nixon service representative and if it is necessary, due to local circumstances, to hire a third-party contractor, Nixon service personnel will provide supervision only and the cost of such contract labor will be charged to and paid by Buyer.

19. General Provisions- These Terms supersede all other communications, negotiations and prior oral or written statements regarding the subject matter. No change, modifications, rescission, discharge, abandonment or waiver of these Terms shall be binding upon Nixon unless made in writing and signed on its behalf by a duly authorized representative. No conditions, usage of trade, course of dealing or performance, understanding or agreement purporting to modify, vary, explain or supplement these Terms shall be binding unless made in writing and signed by the party to be bound, and no modification or additional terms shall be applicable to any order simply by Nixon's receipt, acknowledgement, or acceptance of purchase orders, shipping instruction forms, or other documentation containing terms at variance with, or in addition to, those set forth herein. Any such modifications or additional terms are deemed a material alteration hereof and are specifically rejected. If this document shall be deemed an acceptance of a prior offer by Buyer, such acceptance is expressly conditioned upon Buyer's assent to any additional or different terms set forth herein. No waiver by either party with respect to any breach or default or of any right or remedy, nor any course of dealing, shall be deemed to constitute a continuing waiver of any other breach or default of any other right or remedy, unless such waiver be expressed in writing and signed by the party to be bound. All typographical or clerical errors made by Nixon in any quotation, acknowledgement or publication are subject to correction.

20. Hours of Operation- Nixon's normal business hours are from 8:00 AM to 4:30 PM, local time at Nixon's place of business, Monday through Friday. Services will be provided only during these normal business hours unless otherwise specified. Should Buyer require Services during a time other than Nixon's normal business hours, Buyer shall pay Nixon the additional overtime portion of the normal service rates. Non-holiday overtime is time-and-a-half, or the normal service rate multiplied by one-and-a-half (1.5). Holiday overtime is double time, or the normal service rate multiplied by two (2).

EXCLUSIONS: The following are specifically excluded from coverage under any warranty provided by either the manufacturer or Nixon and from any scope of work provided or approved by Nixon:

- All equipment, components and supporting systems NOT specifically listed on the "Equipment covered" list.
- Loss of, partial failure of, or insufficient capacity of, utilities, such as, but not limited to, electrical service, open circuit breakers or fuses.
- External power wiring, circuit breakers, and disconnects supplying electrical service to the listed equipment.
- Refinishing, repair, replacement, cleaning, or modification of duct work louvers, cabinetry, housings, bases, mountings, foundations, supporting structures, or trim.



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- Any emergency freight or expediting charges.
- Additional maintenance and adjustments required or requested by Buyer that are not within the scope of work agreed to by Nixon.



2308 Frankfort Ct · Lexington, KY 40510 · OFFICE (859) 252-2892 · FAX (859) 253-9998
WalkerElectricKy.com

June 16, 2022

Greenhouse 17
Briar Hill Road
Lexington KY

Attn: Mike Dreher

Re: Generator

The following price is a budget price to have a new generator provided by Greenhouse 17 installed.


Includes:

- Generator set on existing pad
- New transfer switch set

Total: \$38,500.00

Qualifications:

1. Bid is good for 30 days.
2. Bid is based on today's prices.
3. Fuel not included.
4. No warranty on generator.
5. KU fees excluded.
6. Owner responsible for existing generator and existing diesel fuel.


Brian Eury

Accepted by Customer

Date

GREENHOUSE17

OPERATIONAL INVESTMENT PROJECT (3 OF 3):

WALK-IN FREEZER REPLACEMENT

SECTION 1: MISSION & OBJECTIVES

GreenHouse17 is a 501(c)(3) nonprofit organization committed to ending intimate partner abuse in families and the community. This goal is accomplished 24 hours a day, every day of the year, through the delivery of trauma-informed services that provide safety, healing, and stability for adult victims of abuse and their dependent children.

As the state-designated victim service provider in the Lexington-Fayette County, GreenHouse17 operates a 42-bed emergency shelter about 15 miles from downtown. The organization's shelter is the only in central Kentucky that meets Kentucky Coalition Against Domestic Violence standards for the delivery of victim services. From this location and two satellite offices at the Parkside Apartment complex on Cross Keys Road in Lexington, Certified Domestic Violence Advocates provide the following services: 24-hour hotline, safety planning; legal advocacy; individual and group counseling; children's safe exchange and visitation; transportation assistance, parenting support, budget and credit counseling; supportive housing, and other services as identified and needed by survivors.

The proposed project will directly provide services to low-income, underserved, and marginalized residents of Lexington-Fayette County. Specifically, outcomes of the project will support services for homeless victims of intimate partner abuse and their dependent children. The project further responds to Lexington's Consolidated Plan, which identifies the high-priority need for emergency shelter, public services, and affordable housing to serve victims of domestic violence. GreenHouse17 is in good standing with the Kentucky Secretary of State and holds the Platinum Seal of Transparency on GuideStar.org. No funds will be used to teach, advance, advocate or promote any religion. The organization agrees to comply with local, state, and federal laws.

SECTION 2: DEMONSTRATED NEED

The proposed operations investment project will replace an existing but nonfunctioning exterior walk-in freezer adjacent to the emergency shelter's commercial kitchen. The current walk-in freezer was original to the building and assumed with the purchase of the property in 2005. Following several years of increased repair needs and costs, components for the old system recognized nationally as a leader in the field of domestic violence intervention and brings more than 30 years of experience, including management of several capital projects. In 2016, Ms. Thomas collaborated with the Kentucky Coalition Against Domestic Violence to manage the construction of KCADV Homes Lexington, a 24-unit scattered-site housing development funded by a \$4.6 million mix of low-income tax credits, federal grants, and low-interest loans. Three years later, Ms. Thomas managed the \$420,000 renovation of the organization's emergency shelter with Community Development Block Grant funding awarded through the Lexington-Fayette Continuum of Care process. Thoughtful planning and project management allowed the six-month shelter renovation project to be accomplished in three phases without interruption of shelter services. Ms. Thomas is supported by a three-person leadership team that collectively contributes nearly 70 years of experience in the management of federal, state, and private funding:

- Diane Fleet, associate director, serves on the Board of Directors for Alteristic, an international prevention program addressing power-based violence, and is President of the Lexington-Fayette Domestic and Sexual Violence Prevention Council.
- Diane Willoughby, finance director, has successfully managed federal pass-through funding from award to closeout for several capital projects and, more recently, varied funding governed by COVID-19 response and recovery regulations. She oversees

facility maintenance contracts and manages a part-time staff person focusing on maintenance of the shelter facility and property.

- Corissa Phillips, external relations director, holds the Certified Fund Raising Executive credential, an internationally recognized designation for rigorous commitment to ethical fundraising practices. She brings more than 20 years of experience in grantmaking and grants management to the role.

ARPA Compliance

Last year Katie Losekamp, a graduate of the University of Kentucky College Public Administration, was hired in a new role that assists with contract and compliance management. The organization's leadership team and grant management staff have completed federal and local training for compliance with 2 CFR Part 200 and 24 CFR 85. The American Rescue Plan Act of 2021 and related guiding documents about bidding, contractors, equal opportunity employment, and additional regulations were carefully reviewed before preparing this proposal. Accounting Policies of the organization define procurement procedures, asset management, records retention, and the organization's federal grants process. These policies are reviewed for compliance annually by the organization's Board of Directors, leadership team, and auditor. Additionally, the policies are evaluated per processes of annual monitoring performed by the Kentucky Coalition Against Domestic Violence, LFUCG Office of Grants and Special Projects, and representatives from other federal, state, and local funders.

Non-Discrimination, Equal Opportunity, and Inclusion

GreenHouse17 is committed to non-discrimination and honors the link between intimate partner abuse and other forms of oppression. Policies of the organization meet or

exceed federal, state, and local laws. No person shall be denied the opportunity for employment, shelter, housing, or participation in programming, nor will they be subject to discrimination in any project, program, or activity, based on actual or perceived age, race, color, religion, national origin, ethnicity, sex, sexual orientation, gender identity, familial status, pregnancy, handicap or disability, disabled veteran, Vietnam era veteran, or other protected status.

SECTION 4: OPERATIONS FEASIBILITY

This operational investment project will be completed by August 2023. Installation of the walk-in freezer will require the professional services of licensed HVAC technician and electrician. Permits will be necessary for the equipment installation and food service compliance. The following timeline factors more than 12 weeks for delays caused by inventory depletion, supply chain issues, and/or skilled labor shortages. Should causes for predicted delays be mitigated before the project start date, the project could be finished weeks earlier than estimated.

Project Timeline

Calendar Year	2022			2023				2024	
Activity/ Quarter	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2
Submit Project Proposal									
Proposal Review & Award Announcements									
Project Contract Signed & Freezer Ordered									
Permits obtained & Freezer Installed									

Additional Time Reserved for Delays & inspections									
Project Complete, Inspections, & Final Billing/Reports Submitted									

Strategy for Additional Support

No additional financial support for the project will be necessary if total funding is received. A generous 10% contingency has been factored in the budget to accommodate predicted increases to price points for equipment and labor. Should project costs exceed the estimate, a portion of the organization’s annual subcontract with the Kentucky Coalition Against Domestic Violence could also be reallocated to ensure the project is realized. Annual budgeting typically allocates approximately \$20,000 of this subcontract for unanticipated equipment repairs and purchases necessary to sustain the emergency shelter operation. Examples in recent years include replacing cracked toilets, acquiring new washing machines/dryers, and repairing the facility’s fire panel. Further, the organization has a strong track record for securing generous public support from private foundations and charitable donations. A detailed discussion about capacity to assume project costs prior to expenditure has been included in the previous section of this proposal. Should the organization’s existing line of credit not accommodate project expenses before reimbursements are received, an additional line of credit could be obtained.

The organization’s FY23 operating budget, letter documenting KCADV subcontract funding, and documentation of existing lines of credit have been attached to this proposal.

Adequate & Qualified Staff

Adequate and qualified contractors will be identified during the request for proposal process, which will specify permits, codes, certifications, and other requirements per state and local regulations. The organization's leadership and grant compliance staff are well prepared to implement the proposed project. Past capital projects managed by the organization have been completed on budget and time, with no interruption to core services and programs supporting intimate partner abuse victims. See the detailed discussion about the organization's capacity for the project in the previous section of this proposal. The organization employs a shelter living specialist focusing on food and nutrition. This position is currently held by Chef Tim Perkins, a graduate of Sullivan University culinary arts program who holds ServSafe and Kentucky State Food Handlers certifications. Chef Perkins is supervised by Ryan Koch, shelter program manager, who brings executive-level food systems management skills in addition to more than 15 years of professional experience in counseling, conflict management, and community building.

SECTION 5: COST ANALYSIS

Costs to replace the organization's walk-in freezer have been estimated at \$22,440, including equipment, materials, certified labor (as required by law), permits/inspections, and contingency. Estimated costs reflect fair-market price for equipment and labor at the time of the proposal submission. A generous 10% contingency has been factored based on direct project costs for unexpected expenses or increased equipment and labor costs at the time of project launch. The following narrative corresponds to the required line-item budget attached to the project proposal:

- \$15,200 – Purchase of equipment is estimated at 75% of direct project costs. This estimate reflects a 6' x 8; x 7'11" box; 4" thick panels manufactured with NAKS-XPS4 insulation with an R value of R-29; 26 Gauge Acrylume coated corrosion-resistant material on all interior and exterior surfaces; standard 208V/230V 1Ph 60 Hz condensing unit and defrost evaporator, and optional standard NSF Aluminum floor.
- \$4,800 – Professional fees for installing the new walk-in freezer are estimated at approximately 24% of direct project costs. These fees reflect rates for technicians certified HVAC and electrical technicians per state and local code requirements.
- \$400 – Permits and inspection costs are estimated at approximately 2% of direct project costs.
- \$2,040 – A project contingency equal to 10% of \$20,400 direct project costs has been included in the budget.
- \$22,440 – Total estimated costs to complete the project.

Equipment specifications informing the project estimate were informed by conversations with food service professionals and Dickerson's Commercial Refrigeration, the Lexington-based commercial refrigeration company that currently provides services for the organization. Scheduling challenges prior to the proposal deadline did not allow for the company to provide a formal cost estimate; however, an online project planning tool offered by HoodMart, an Ohio-based manufacturer and factory-direct distributor of commercial kitchen equipment, was used to determine fair market costs at the time of the proposal submission.

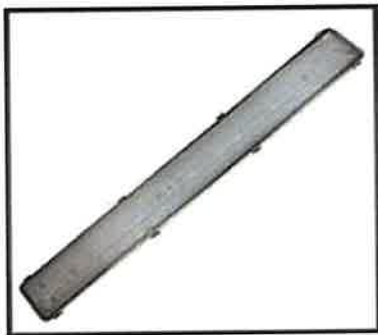
INDOOR FREEZER 6' X 8' X 7' 11" - BOX W/ REMOTE (0°F)

Your Price:

\$13,680.52

~~**ORIG. PRICE: \$15,200.58**~~





DETAILS

The NAKS indoor walk-in freezer with Outdoor remote refrigeration is designed for kitchens with limited ventilation, issues with heat, and/or low ceilings. Remote refrigeration generates less noise and heat in the kitchen and you'll be preserving precious space on the inside of your building. 1½ HP Remote outdoor refrigeration gives you 100% usable interior space. Cooler maintains 0°F. Modular panels are fabricated using robotic manufacturing for precise fit and easy assembly. Panels are 4" thick and manufactured with NAKS-XPS4 insulation with an R value of R-29. 26 Gauge Acrylume coated corrosion resistant material on all interior and exterior surfaces. Standard NSF Aluminum floor rated at 600 lbs. /sq ft.

WARRANTY DETAILS

- Condensing Unit - standard 1 year compressor and parts
- Defrost Evaporator – standard 1 year parts
- Panels are covered for 15 years
- Extended 3 to 5 year compressor warranty (optional)
- 50 year thermal warranty on insulation

OVERALL DIMENSIONS

- Width: 5' 10 5/8"
- Depth: 7' 10 1/8"
- Height (without refrigeration unit): 7' 11"
- Door Width: 3'
- Door Height: 6' 4"

INTERIOR DIMENSIONS

- Width:
- Depth:
- Capacity: 271.6 cu. ft.

SPECIFICATIONS

Width	70 5/8 Inches
Depth	94 1/8 Inches
Height	95 Inches
Door Width	36 Inches
Door Height	76 Inches
Door Style	Swing