

PURCHASE OF SERVICE AGREEMENT

THIS PURCHASE OF SERVICE AGREEMENT (hereinafter "Agreement"), made and entered into on the 19th day of August, 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 (hereinafter "Government"), 200 East Main Street, Lexington, Kentucky 40507, on behalf of its Department of Social Services (hereinafter "Sponsor"), and, **Blue Grass Community Action Partnership** with offices located at 111 Professional Court Frankfort, KY 40601, (hereinafter "Organization").

WITNESSETH

That for and in consideration of the mutual promises and covenants herein expressed, the Government and the Organization agree as follows:

1. This Agreement shall include the following additional documents, which are attached hereto as exhibits and incorporated herein by reference as if fully stated:

A. Exhibit A – RFP # -2022

B. Exhibit B – Organization's Response to RFP # -2022

2. Government hereby retains Organization for the period beginning on **July 1, 2022**, and continuing for a period of two (2) years from that date unless within that period Government gives the Organization thirty (30) days written notice of termination of this Agreement in which case this Agreement shall terminate thirty (30) days from the date notice is given to the Organization.

3. Government shall pay Organization the sum of **Twenty-five Thousand and Two Hundred and Fifty and 00/100 Dollars (\$25,250)** for Fiscal Year 2023 and **Twenty-five Thousand and Two Hundred and Fifty and 00/100 Dollars (\$25,250)** for Fiscal Year 2024 for the services required by this Agreement, said services being more particularly described

in Exhibits A and B, one-fourth (1/4th) of which shall be payable in September 2022 or shortly thereafter upon receipt of an **invoice** (for July through December 2022), with one-eighth (1/8th) payable each quarter thereafter upon submission of a quarterly invoice and a detailed quarterly program report. **Quarterly invoices and detailed program reports shall be submitted by January 20th, 2023, April 21st, 2023, July 24th, 2023, October 20th, 2023, January 26th, 2024, and April 19th, 2024. A two-year-end program report shall be submitted by July 19th, 2024.** Reports shall reflect the services and programs directly related to the funding provided by Lexington Fayette Urban County Government with emphasis on measurable outcomes, and specifically outlined in the funding application. Forms for both the quarterly financial and program reports will be provided.

4. In the event of termination of this Agreement by Government as provided for in paragraph 1 above, Organization shall be entitled to that portion of total compensation due under this Agreement as the service rendered bears to the service required herein.

5. Organization shall perform all duties and services included in Exhibits attached hereto faithfully and satisfactorily at the time, place and for the duration prescribed herein. Compensation paid pursuant to this Agreement shall be used exclusively for the services set forth in Exhibits A and B and for no other purpose. Any alteration in the nature of such services and duties constitutes an amendment to this Agreement and must be in writing signed by both parties. Organization shall keep itself fully informed of all federal and state laws and all municipal ordinances and regulations in any manner affecting the work or performance of this Agreement, and shall at all times observe and comply with such laws, ordinances and regulations, whether or not such laws, ordinances or regulations are mentioned herein, and

6. Organization shall indemnify, defend and hold harmless Government, its elected and appointed officials, employees, agents, volunteers, and successors in interest, from and against any and all liability, damages, and losses, including but not limited to:

demands, claims, liens, suits, notices of violation from governmental agencies, 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 Organization's performance of or breach of this 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 Organization; and (b) not caused solely by willful misconduct of the Government. The Parties understand and agree that the Organization's obligation to defend the Government includes the obligation to investigate, handle, respond to, resist, provide a defense for, and defend claims, at Organization's expense, using attorneys approved in writing by the Government, which approval shall not be unreasonably withheld. The Parties also understand and agree that the Organization's obligation to indemnify includes, but is not limited to: attorney fees and expenses, costs of litigation, court and administrative costs, expert witness fees and expenses, judgments, fines, penalties, interest, all environmental cleanups and remediation costs of whatever kind, and any liability arising from death, injury, or damage of any kind, to any person, including employees and agents of Organization and Government, and damage to, or destruction of, any property, including the property of Government. This provision shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this Agreement. Organization understands that Government is a political subdivision of the Commonwealth of Kentucky and acknowledges and agrees that the Government is unable to provide indemnity or otherwise save, hold harmless, or defend the Organization in any manner.

7. Organization represents that it has filed all federal, state and local income tax returns required by law in the legally prescribed time and manner. This Agreement shall not become effective unless and until copies of all of the executed originals of the aforementioned tax returns filed for the Organization have been registered for the current tax year by the Organization in the office of the Sponsor, and the Organization shall not be compensated unless and until such registration has taken place.

8. The Organization shall, on such forms as the Sponsor shall provide, submit to Sponsor an annual report and financial statement which summarize the previous year's activities regarding the services enumerated in Exhibits A and B attached hereto.

9. Books of accounts shall be kept by the Organization and entries shall be made therein of all money, goods, effects, debts, sales, purchases, receipts, payments and any other transactions of the Organization. The books of accounts, together with all bonds, notes, bills, letters and other writings belonging to the Organization, shall be maintained at the principal place of business of the Organization as set forth in this Agreement. Government shall have free and complete access to the books, papers and affairs of the Organization, that relate to the performance of this Agreement, at all reasonable times, and if it desires, it may have the books and papers of the Organization, that relate to the performance of this Agreement, audited and examined by auditors, accountants or attorneys. Any examination shall be at the expense of the Government.

10. Government may designate such persons as may be necessary to monitor and evaluate the services rendered by the Organization. The Government, its agents and employees, shall, at all times, have unrestricted access to all places where or in which the services required hereunder are being carried on and conducted. Inspection and monitoring of the work by these authorities shall in no manner be presumed to relieve in any degree the

responsibility or obligations of Organization, nor to constitute the Organization as an agent of the Government.

11. Organization shall provide equal opportunity in employment for all qualified persons, shall prohibit discrimination in employment because of race, color, creed, national origin, sex or age, and shall cause each of its subcontracting agencies to do so. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.

12. Organization shall adopt 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 submitted to Sponsor for review within thirty (30) days of the execution of this Agreement.

13. This instrument, and additional documents attached hereto, contains the entire agreement between the parties, and no statement, promises or inducements made by either party or agent of either party that is not contained in this written Agreement shall be valid and binding; and this Agreement may not be enlarged, modified or altered except in writing signed by the parties and endorsed hereon.

14. Organization agrees that it shall apply all funds received by it from the Urban County Government in accordance with the following investment policy guidelines:

- A. Objectives: Capital preservation with surety of income. Reasonable competitive income consistent with high investment quality and purpose of funds. All investments shall conform with state and local law and regulations and these policies.
- B. Investment Funds Management: The governing board may elect to either:

(1) Manage its investment through its executive director where the size or complexity of funds to be managed is deemed by the board to be within the training, expertise and/or available time capacity of the executive director and the operating staff; or

(2) Utilize the professional investment management facilities of a local bank trust department acting in a fiduciary capacity within the same approved investment policies and federal, state, local and trust laws and regulation. The trust department may utilize its regular short-term one hundred percent (100%) US Treasury Fund for daily funds investment.

The election of option 1 or 2 should be made consistent with the relative cost incurred and in the case of option 2 the cost shall be competitive among local trust departments.

C. Investment Policies - - Safety and Prudence.

(1) Short-term liquidity funds shall be invested in "riskless" investment, i.e., deposits in Kentucky commercial banks or savings and loan associations that are fully federally insured or deposits collateralized by U.S. Treasury securities with a current market value of at least one hundred percent (100%), or in direct obligations of U.S. Treasury securities.

Investments shall be diversified according to maturity in order to meet projected cash flow needs.

Collateral pledged to secure uninsured deposits shall be held at a federal reserve bank with the receipt providing absolute control by the agency.

(2) Retirement funds, endowment funds, long-term capital reserve funds and any other special funds may be held and invested by a local bank trust department under investment objectives and diversification in accordance with the individual nature of the funds and pursuant to the "prudent man" investment rule as well as general trust law.

(3) All investments shall be reviewed monthly by a finance or investment committee of the agency.

(4) Local brokerage firms may hold and invest funds provided that investments are located within Kentucky and are full insured.

D. Audit - - All investments shall be audited at least annually by independent certified public accountant who shall express an opinion as to whether or not investments during the year audited have conformed with state and local law and regulation and with the approved investment policies.

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

For Organization:

Blue Grass Community Action Partnership
111 Professional Court
Frankfort, KY 40601

Attn: Troy Roberts, Executive Director

For Government:

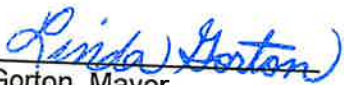
Lexington-Fayette Urban County Gov.
200 East Main Street
Lexington, Kentucky 40507

Attn: Kacy Allen-Bryant, Commissioner
Department of Social Services

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

LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT

BLUEGRASS COMMUNITY ACTION
PARTNERSHIP

BY: 
Linda Gorton, Mayor

BY: 
Title: Executive Director, BGCAP

ATTEST:


Clerk of the Urban
County Council



PROPOSAL SUBMITTAL FORM

Agency Information

Agency Name: Blue Grass Community Action Partnership

Mailing Address: 111 Professional Court Frankfort, KY 40601

Street Address: 111 Professional Court Frankfort, KY 40601

Phone: (502) 848 - 8700

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 ESR 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 ESR funding.*

Website Address: bluegrasscommunityactionpartnership.com

Agency Representative (typically the Executive Director - Name, Title, Phone, Email):

Troy Roberts, Executive Director, (502)848-8700, troy.roberts@bgcap.org

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

Jamie Albritton, Senior Director of Aging, (502)848-8716, jamie.albritton@bgcap.org

Program Information

Name of program for which funds are being requested: Elder Nutrition Program in Fayette County

Total Funding Amount Requested: \$ 50,000

RFP #3-2022 PROPOSAL SUBMITTAL FORM

- **Save this PDF formatted Proposal Submittal Form to your hard drive before beginning to enter responses in it to ensure your responses are saved to the form.**
- **LIMIT RESPONSES IN TEXT BOXES TO 250 WORDS**
- **REMINDER: All proposals must be written in a clear and concise manner, as there will be no follow-up or clarifications to proposer's submittal form once the evaluation process begins.**

5.1 Program Proposal & Design

5.1.1 Needs Statement—Purpose of the Program Proposal / Problem Statement

15 Points

Using local data, provide a description of the problem in Fayette County. Identify the specific population your program is targeting (i.e. age, geographical region, economic status, etc.) and explain why. Discuss whether this population is under-served or at-risk. Describe your understanding of the local system of services addressing this problem, obstacles and/or opportunities your clients face, and how your agency fits within this system of services.

The Elder Nutrition Program (ENP) provides daily nutritious meals to many senior citizens (age 60 and older) in Fayette County at no cost to program participants. Currently, the ENP serves 424 clients around 3000 meals per month and operates through the Lexington Senior Center. This consists of a drive thru meal process and home delivered meals. The wait list for the home delivered meal program increases monthly due to the Governor's Meal Mandate that requires all seniors 60 and older to be provided a meal if they request one. This list changes monthly as intake/referrals are received. Currently we have 70 people on the wait list but unfortunately do not have the staff to bring on everyone for meals and be able to deliver them. The 70 people on the wait list have the option to drive through or have someone do so on their behalf and pick up their meal while they wait to be added to the delivery route.

Target Audience: Individuals age 60 or older and disabled individuals under age 60 living with an eligible older individual. Outreach efforts to identify low-income (according to US Census data) minority, frail elderly, and nutritionally-at-risk clients are conducted through referrals, screenings and assessments.

The Case Manager uses the KY K-Hat assessment to determine a client's nutrition needs as well as their ability or inability to perform daily activities. For those clients that are high nutrition risk, meals start within 3 to 5 days after assessment. The Elder Nutrition Program assessor also refers clients to other resources that may provide them with assistance.

COVID update- At this time, we are working under the Governor's Meal Mandate, that requires all persons 60 and older receive a meal. If they are isolating themselves due to COVID, they are to receive a home delivered meal. Everyone also has the option to receive a meal 24 hours in advance and get a meal through the drive thru method at Lexington Senior

5.1.2 Service Delivery Model

15 Points

What steps will you take or what activities will you provide to assist clients in achieving these goals? Describe each "unit of service" you will provide for clients and how often and how long this service will be provided (e.g. a one-time three-hour training; a weekly one-hour support group for 12 weeks; one 30-minute health exam twice a year; 1-3 hour advocacy services as needed; etc.) How will these services address the problem as identified in the Needs Statement above? Be specific.

To assist congregate clients (those clients who come to the Lexington Senior Center) to remain active and healthy, the Elder Nutrition Program provides the following:

- An initial assessment to determine if the client is eligible to receive meals and/or transportation to the nutrition site. If needed, referrals are also provided for other services in Fayette County.
- Transportation to and from the nutrition site
- A nutritious meal served Monday through Friday- COVID has this operating Tuesday-Thursday Drive Thru method for safety purposes
- Nutrition education literature provided monthly

In order for homebound meal recipients to remain independent, the Elder Nutrition Program will provide:

- An initial assessment to determine if the client is eligible for meals and/or other services available in Fayette County
- Follow up visits and phone calls to clients that require case management
- A nutritious meal meeting 1/3 of the Required Daily Allowance, delivered Monday through Friday
- Daily communication/socialization with the meal delivery driver
- Monthly menus and nutrition education materials
- Emergency Shelf Meals are provided prior to inclement weather to ensure that clients have food in the event meals cannot be delivered. Nutrition staff call clients for a wellness check to ensure they are safe and have adequate food.
- Comment cards are given to clients each month to gather input on meals and services provided
- Re-assessments take place annually.

5.1.3 Client Eligibility and Requirements

5 Points

What eligibility requirements must clients meet to qualify for services? What are the expectations of clients while receiving services? (e.g. client must pay \$30 fee for each class; client must remain sober; client is responsible for chores; nothing other than participation in services; etc.)

Eligibility requirements to receive a congregate meal:

- a. Age 60 or older
- b. The spouse of an individual age 60 or older
- c. Is an individual with a disability and resides in a home with an eligible older individual
- d. Is a disabled individual under the age of 60 who resides in a housing facility primarily occupied by older individuals at which congregate nutritious services are provided
- e. Elder Nutrition Program volunteers or staff age 60 and older

Eligibility to receive home delivered meals:

- a. Age 60 or older, or the spouse of a client age 60 or older
- b. Unable to attend a congregate meal site due to illness or an incapacitating disability
- c. Has no one in the home who could prepare a nutritious meal on a regular basis
- d. Is under age 60 but has a disability and resides with a homebound client age 60 or older

5.1.4 Evidence-Based/Best Practice

10 Points

Describe the evidence-based or promising practice model on which this service approach is based. Provide particular sources that indicate what you are doing is best-practice.

The Elder Nutrition Program follows Kentucky Nutrition Guidelines 910 KAR 1:190 Section 4 and Section 5 for eligibility and food safety.

Section 4-Congregate Nutrition Services

The Elder Nutrition Program in Fayette County provides at least one hot or nontraditional meal once per day, five days per week. Temperatures are measured prior to serving congregate meals to ensure hot foods are at or above 135 degrees and cold foods are at or below 41 degrees.

Section 5- Home Delivered Nutrition Services

The Elder Nutrition Program in Fayette County provides at least one hot or nontraditional meal once per day, five days per week. Hot meals are delivered in insulated bags with a hot plate to ensure food remains at or above 135 degrees. Cold foods are transported in coolers or insulated bags containing ice or ice packs to ensure food remains at or below 41 degrees. Temperatures are measured upon arrival at the nutrition sites and again prior to packing meals for home delivery. Delivery routes are established to minimize nutrient loss and to facilitate temperature retention. Meals are delivered within four hours from the time of preparation to the last destination. Temperatures are taken during the route to ensure meals are at the proper temperatures. Nutrition Education materials are also given to homebound clients once a month.

5.2 Program Measures & Evaluation

5.2.1 Service Efficacy & Desired Outcomes

10 Points

What do you hope to help your clients achieve? What are some examples of goals you will set with clients? What is your service philosophy in terms of helping your clients achieve these goals? Describe how you define “successful” completion of services. (e.g. service is complete if: client remains for entire three-hour training; client continues services until judge orders otherwise; etc.) What percentage of clients meet that criteria for success?

The measure of success for providing meals to congregate clients is determined by the number of clients that attend the nutrition site to receive a nutritious meal and nutrition education in a socially stimulating environment. Due to COVID 19, eating meals at the Lexington Senior Center among peers has been decreased immensely. There was a soft reopening. People participating in activities at lunch time, can get their meal and find a spot at the center to eat their meal safely. The satisfaction surveys were a little different due to COVID. People are not eating among their peers as much, but they are getting their meals through the drive through method and eating them within the safety of their homes. This method has revealed that 96% of the clients are still receiving a meal.

The measure of success for providing meals to homebound clients is determined by the number of clients that stay independent and self-sufficient. Based on satisfaction surveys conducted annually and our state database system SAMS, 95% of the programs homebound clients remained in their home.

According to the Kentucky Nursing Home Costs- dibbern.com, the cost of a day's stay in a Lexington Nursing Home is \$208 a day, or \$74000 per year. By providing a nutritious meal and coordinating services with partner agencies, the ENP is able to help seniors remain independent and avoid premature nursing home placement. Anecdotal evidence is provided by the nutrition staff who see the positive effects of clients who have the opportunity to interact with others, develop healthy social interactions and establish friendships with peers.

5.2.2 Client Empowerment & Community Impact

10 Points

Describe what meaningful difference these services make in the lives of people served. What value is added to the community? Provide examples. (e.g. client demonstrates change in attitude; client has behavior change; etc.)

The ENP addresses the following social/health issues by providing a nutritious meal meeting 1/3 of the Required Daily Allowance.

Obesity- the meals are low fat, have no added sodium, and limited carbohydrates

Mal-nourishment- for those clients at high nutrition risk, the ENP also provides a frozen meal for evenings and weekends

Income, Health and Welfare- the client's financial status increases with delivery of a nutritious meal five days a week, thereby reducing poverty in Fayette County. Our client's quality of life improves as they have more money for prescriptions, purchased food, utilities and rent for mortgage.

Independence and Self Sufficiency- a nutritious meal along with nutrition education and referrals to other agencies can help clients stay in their home. The daily interaction with their delivery driver also provides much needed socialization and gives the driver an opportunity to assess any changes in the client's wellbeing. Client's look forward to the meal delivery and communication with the staff. For a lot of clients, this is the only interaction they have weekly. Meal delivery has saved lives. At times, the drivers have found clients in the floor or in medical need and got emergency services for client. Furthermore, if a client does not answer the door on a scheduled meal day, an emergency contact is called to find client and provide help where it might be needed.

5.2.3 Data Assessment & Quality Improvement

10 Points

While it doesn't have to be complicated, evaluation is more than saying "we provided this many 'units of service.'" How will you know if your services have been effective? How does this relate to the desired outcomes for your clients? How will the information gathered be used to improve your services in the future? Be specific (for example, data collection may be through focus groups, pre-and post-tests, client satisfaction surveys, etc.), and also **be specific regarding sampling size and frequency of evaluation.**

Homebound and congregate clients are given the opportunity to provide feedback on meals each month. The feedback and suggestions are reviewed every quarter at the Menu Advisory meeting prior to finalizing new menus.

Below are results from the FY20 survey completed by 44 congregate clients:

- 86% said they are eating healthier food
- 91% are eating a larger variety of foods
- 92% are maintaining a healthier weight
- 95% felt their health improved
- 95% felt better
- 95% were less hungry
- 95% continued to live in their own home

Below are the results for FY20 survey completed by 64 homebound clients:

- 98% said they were eating healthier food
- 100% said they were eating a larger variety of food
- 99% felt their health improved
- 95% felt better
- 94% were less hungry
- 100% continued to live in their own home

5.3 Capacity & Sustainability

5.3.1 Staff Qualifications & Experience

5 Points

Provide information on the key/primary individuals that will be involved in the provision of services and demonstrate that they have the capacity to address the stated need. List each position by title and name of employee, if available. Describe the anticipated roles and responsibilities for each person as it relates to this project. Describe the experience, expertise, and capacity of each individual to address the proposed activities.

Executive Director Troy Roberts is responsible for the management of the agency including compliance with all local, state and federal funding sources' guidelines and regulations. Troy has 25 years of experience with the agency.

Senior Director of Aging Services Jamie Albritton is responsible for the programmatic management of the programs under Aging Services. Jamie has 18 years of experience at BGCAP and 22 years of experience in the field of aging.

Elder Nutrition Program Director is a vacant position at this time and is being covered by Jamie Albritton, Senior Director of Aging Services. This position provides technical and administrative assistance and monitors the sites twice annually to ensure all State guidelines are met.

Nutrition Coordinator/Case Manager for Fayette County, Emily Dahlman. She is responsible for arranging, coordinating, monitoring, evaluation and reassessing the client's physical condition and social situation. She supervises kitchen staff and meal delivery drivers. Emily has 8 years experience in Aging Services.

Driver Coordinator, George Stanley Eades is responsible for oversight of the Lexington Senior Center kitchen and meal routes. There needs to be 6-7 meal delivery drivers in Lexington. We currently are understaffed and looking to hire 2 drivers.

5.3.2 Partnership & Resource Leverage

5 Points

How do your programs and services support our community's comprehensive response to the identified priority area of Community Wellness & Safety? Does your organization have any formal agreements or informal working relationship with other local service programs?

What role does your governing board members, volunteers, and / or donors play in facilitating viable service delivery and program administration? Does your program have any major civic benefactors or corporate sponsors? Describe other secured funding sources and committed operational resources your organization has allocated for the proposed program.

During a client's initial assessment, the assessor can determine whether there are other resources needed in addition to meals. The assessor may refer the client for food stamps, commodities, nutrition counseling, personal care services, dental services, housekeeping and laundry services, and/or transportation and assistance to medical appointments.

The Elder Nutrition Program collaborates with Home Health Agencies, local hospitals and physicians, social workers, Fayette County Extension Office, Sayre Christian Village, Christ Church Apartments, Senior Companion Program, Meals on Wheels, Red Cross Wheels, University of Kentucky, Blue Grass Care Navigators, Area Agency on Aging and Independent Living, Fayette County Homecare, and other facilities to feed the aging population in Fayette County.

The Elder Nutrition Program has a formal agreement with Trio Community Meals (the winning bid in and RFP process) to provide meals. All meals are reviewed and approved by the state dietitian.

The Blue Grass Community Action Partnership (BGCAP) receives a federal grant through Blue Grass Area Development District- Area Agency on Aging and Independent Living which requires the program to show local support. Applications for funds are created with United Way of the Bluegrass and Lexington Fayette Urban County Government, seeking the local support required for the Federal Grant match. The BGCAP Board oversees all major agency decisions. The Board consists of 1/3 elected public officials or their representatives, 1/3 representing agency target sectors, and 1/3 representing the private sector. The Board is responsible for oversight and governance of the agency Equality.

5.3.3 Outreach & Inclusion Strategy

15 Points

Demonstrate how the program will ensure services are available and accessible by all potential participants, especially related to language barriers for persons with limited English proficiency; persons with physical or other disabilities; and persons impacted by poverty and economic distress.

Has your organization enacted any policies (or employs any standard operating procedures) to ensure equitable service opportunity and / or benefit program to a diverse cross-section of the greater community? How does your proposal support or enhance the recommendations made by the Mayor's Commission on Racial Justice & Equality?

The Elder Nutrition Program collaborates with the American Red Cross Wheels program to provide transportation to the Lexington Senior Center for clients taking part in the congregate program. The Wheels' vehicles have lifts that make the vehicle accessible for clients using a wheelchair, scooter, cane or walker. The Lexington Senior Center's dining rooms are located on the ground floor and are open from 8 to 5. Lunch is served between 11:30 and noon. At this time, due to COVID 19 and social distancing, meals are provided by drive through service. Seniors have the option of enjoying their meal at the center in designated areas outside the dining room. The Dining Room is currently being used for activities and exercise.

The Ballard/Griffith Towers are an ADA approved facility with a dining room on the main floor, easily accessible to all residents. Lunch is served between 11:30 and noon. At this time, the Towers location is closed due to COVID 19. These clients can get a meal delivered, ride Wheels to Lexington Senior Center, or participate in the meal drive through service.

The Blue Grass Community Action Partnership (BGCAP) contracts with InterpreTalk Language Services. An assessor or case manager may contact this service to assist them in acquiring information and feedback from a client. BGCAP's phone system also allows clients access to an interpreter when needed.

Blue Grass Community Action Partnership's mission statement: The agency has dedicated resources to enable low income, disadvantaged and disabled families and individuals of all ages and ethnic backgrounds to attain skills, knowledge and motivation to become fully self-sufficient. BGCAP supports the Mayor's Commission on Racial Justice and Equality. Outreach efforts to identify low income, minority, and disabled individuals is made in various ways through newsletters.

6.0 Program Budget Summary Form Instructions

Proposal Submittal shall be considered incomplete and shall be rejected without completed Budget Summary Form. (Including total amount of ESR grant request for the first year of the cycle, Fiscal Year 2023.)

For organizations requesting funding for more than one program in this RFP, combine into a single Program Budget narrative for the proposal.

Please note that the Program Budget will be part of the grantee agreement with LFUCG and regular tracking and expenditure reporting will be required.

To ensure readability and uniformity, please use the Program Budget form included. Provide brief line-item detail as specified in each section below and verify all calculations.

This section provides a summary of the total proposed Program Budget for FY 2023. It requests the allocation of all projected funding amounts (City and non-City sources) for anticipated FY 2023 program expenditures. The allocation for FY 2024 shall be the same as FY 2023.

Total Program Budget

Column A should reflect projected expenditures for the entire program (not just the proposed LFUCG ESR grant funding request portion). When the chart is completed this column should equal ESR Grant Funding Request plus other/non-ESR program funding. ($A=B+C$)

ESR Grant Funding Request

Column B is the grant amount being requested from this RFP to support this program's services to eligible Fayette County Participants.

Non-LFUCG Program Funding

Column C is the non-LFUCG ESR funding that is allocated to the Total Program Budget ($A-B = C$).

This form is for the budget for the PROGRAM applying for ESR funds, not the total agency budget.

For each category identify the amount requested and the amount to be leveraged through other programs or organizations (if applicable).

Staff Salaries – Identify the number of Full-time position salaries allocated to the program, and part-time positions allocated to the program, and the amounts of each allocated to Columns A, B, & C.

Consultant Services – In the "List Details" box, **briefly** describe any expenses associated with providing expanded supportive services or other services for which the organization intends to contract with another entity. Any of these expenses to be provided by the proposing organization should be included in other line items.

Space/Facilities – In the "List Details" box, **briefly** list the basis of the allocation of rental costs, utilities, janitorial costs, and any other facility costs for the Program. Identify any office or program space in an LFUCG owned building, and any other costs (rent, monthly utilities, etc.) reimbursed to LFUCG.

Scholarships/Stipends – In the "List Details" box, **briefly** list the type of scholarships or stipends, and include the number of people or organizations to receive funds.

Operating Expenses – In the "List Details" box, **briefly** list the costs associated with expenses, supplies, utilities, and any other expense associated directly with the operation of the project.

Other – In the "List Details" box, **briefly** list any other costs for the Program not covered above.

PROGRAM BUDGET SUMMARY

Budget for Year One (FY2023) of Cycle; Budget for Year Two (FY2024) to be the same

Agency Name **Blue Grass Community Action Partnership**
Program Name **Elder Nutrition- Fayette County**

FY2023 (July 1, 2022-June 30, 2023) Total Program Budget

Only fill columns B & C;
they will automatically sum in Column A

Column A Total Program Budget [= B+C]	Column B ESR Grant Funding Request	Column C Non-ESR Program Funding [A-B]
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1. Staff Salaries for Program# of
Employees:

Full-Time (FTE)

Part-Time

Total Salaries

5	185,000		185,000
8	122,000		122,000
	307,000	0	307,000

3. Consultant Services

\$

0

list details

4. Space/Facilities

\$

20,085

0

20,085

list details

Rent and Utilities

5. Operating Expenses

\$

67,500

67,500

list details

Supplies, Insurance, Employee Training, License and Fees, Indirect Cost

6. Scholarships / Stipends

\$

0

0

list details -
numbers &
amounts**7. Other**

\$

1,650,000

50,000

1,600,000

list details

Food and meal supplies for senior meals and required match.

8. TOTAL FY22 PROGRAM BUDGET

\$

2,044,585

50,000

1,994,585

Brief detail on Cost per Participant:

Cost per Program Participant: \$ **680**

Includes meal cost, prep time, and delivery.

I understand that this document in its entirety is incorporated into my grant Agreement
with the Lexington-Fayette Urban County Government.

Authorized Representative (typed name): **Troy Roberts**Title: **Executive Director**Date: **2/7/2022**



LEXINGTON

RFP-3-2022 Addendum 1

Blue Grass Community Action Partnership

Supplier Response

Event Information

Number: RFP-3-2022 Addendum 1
Title: ESR Food Insecurity & Nutritional Access
Type: Request For Proposal
Issue Date: 1/28/2022
Deadline: 3/7/2022 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

Blue Grass Community Action Partnership Information

Address: 111 Professional Court
Frankfort, KY 40601
Phone: (502) 695-4290 x213
Fax: (502) 848-5618

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.

Jamie Albritton

Signature

Submitted at 2/15/2022 8:15:21 AM

jamie.albritton@bgcap.org

Email

Response Attachments

RFP #3-2022 Food Insecurity and Nutritional Access- Affidavit and signed forms.pdf

Signed Affidavit, Equal Opportunity Agreement, Completed Workforce Analysis Form, Signed General Provisions

RFP #3-2022 LFUCG FINA Proposal Submittal Form Fillable (1).pdf

RFP #3- Fillable Application/Budget



Lexington-Fayette Urban County Government

Request for Proposal

The Lexington-Fayette Urban County Government hereby requests proposals for **RFP #3-2022 Food Insecurity & Nutritional Access – Extended Social Resources (ESR) Grant Program** to be provided in accordance with terms, conditions and specifications established herein.

Proposals will be received **online only** at <https://lexingtonky.ionwave.net> until **2:00 PM**, prevailing local time, on **March 7, 2022**.

Proposals received after the date and time set for opening proposals will not be considered for award of a contract/grant. It is the sole responsibility of the Proposer to assure that his/her proposal is submitted online 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 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.

Electronic signature online at <https://lexingtonky.ionwave.net> constitutes acceptance by the Proposer of terms, conditions and requirements set forth herein.

Pre-Proposal Meeting will be held on **February 7th, 2021 at 11:00AM EST** via Zoom (see section 3.1 in Scope of Work document for meeting link).

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.

Please do not contact any LFUCG staff member or any other person involved in the selection process other than the designated contact person(s) regarding the project contemplated under this RFP while this RFP is open and a selection has not been finalized. Any attempt to do so may result in disqualification of the firm's submittal for consideration.

Laws and Regulations

All applicable state laws, municipal ordinances and regulations of all authorities having jurisdiction over the project shall apply to the contract, and shall be deemed to be incorporated herein by reference.

Equal Employment Opportunity

The Entity (regardless of whether construction contractor, non-construction contractor or supplier) agrees to provide equal opportunity in employment for all qualified persons, to prohibit discrimination in employment because of race, color, creed, national origin, sex or age, and to promote equal employment through a positive, continuing program from itself and each of its subcontracting 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.

AFFIDAVIT

Comes the Affiant, Troy Roberts, and after being first duly sworn, states under penalty of perjury as follows:

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

Continued on next page

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

Further, Affiant sayeth naught.

_____

STATE OF Kentucky

COUNTY OF Large

The foregoing instrument was subscribed, sworn to and acknowledged before me by Tray Roberts on this the 6th day of July, 2022.

My Commission expires: 09/10/2025

 KYNP 36461
NOTARY PUBLIC, STATE AT LARGE

EQUAL OPPORTUNITY AGREEMENT

The Law

- Title VII of the Civil Rights Act of 1964 (amended 1972) states that it is unlawful for an employer to discriminate in employment because of race, color, religion, sex, age (40-70 years) or national origin.
- Executive Order No. 11246 on Nondiscrimination under Federal contract prohibits employment discrimination by contractor and sub-contractor doing business with the Federal Government or recipients of Federal funds. This order was later amended by Executive Order No. 11375 to prohibit discrimination on the basis of sex.
- Section 503 of the Rehabilitation Act of 1973 states:

The Contractor will not discriminate against any employee or applicant for employment because of physical or mental disability.

- Section 2012 of the Vietnam Era Veterans Readjustment Act of 1973 requires Affirmative Action on behalf of disabled veterans and veterans of the Vietnam Era by contractors having Federal contracts.
- Section 206(A) of Executive Order 12086, Consolidation of Contract Compliance Functions for Equal Employment Opportunity, states:

The Secretary of Labor may investigate the employment practices of any Government contractor or sub-contractor to determine whether or not the contractual provisions specified in Section 202 of this order have been violated.

The Lexington-Fayette Urban County Government practices Equal Opportunity in recruiting, hiring and promoting. It is the Government's intent to affirmatively provide employment opportunities for those individuals who have previously not been allowed to enter into the mainstream of society. Because of its importance to the local Government, this policy carries the full endorsement of the Mayor, Commissioners, Directors and all supervisory personnel. In following this commitment to Equal Employment Opportunity and because the Government is the benefactor of the Federal funds, it is both against the Urban County Government policy and illegal for the Government to let contracts to companies which knowingly or unknowingly practice discrimination in their employment practices. Violation of the above mentioned ordinances may cause a contract to be canceled and the contractors may be declared ineligible for future consideration.

Please sign this statement in the appropriate space acknowledging that you have read and understand the provisions contained herein. Return this document as part of your application packet.

Bidders

I/We agree to comply with the Civil Rights Laws listed above that govern employment rights of minorities, women, Vietnam veterans, handicapped and aged persons.


Signature

Blue Grass Community Action Partnership, Inc.
Name of Business

WORKFORCE ANALYSIS FORM

Name of Organization: Blue Grass Community Action Partnership, Inc.

Categories	Total	White (Not Hispanic or Latino)		Hispanic or Latino		Black or African- American (Not Hispanic or Latino)		Native Hawaiian and Other Pacific Islander (Not Hispanic or Latino)		Asian (Not Hispanic or Latino)		American Indian or Alaskan Native (not Hispanic or Latino)		Two or more races (Not Hispanic or Latino)		Total	
		M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
Administrators		1	1													1	1
Professionals			20				4							1		0	25
Superintendents																	
Supervisors		8	21			1										9	21
Foremen																	
Technicians		2														2	
Protective Service																	
Para-Professionals																	
Office/Clerical		3	48		1	1	3									4	52
Skilled Craft		52	24			6	1									58	25
Service/Maintenance		3	37		1	1	9									4	47
Total:		69	151		2	9	17							1		78	171

Prepared by: Debbie Sharp, Senior Director of Human Resources Date: 07/06/2022

(Name and Title)

Revised 2015-Dec-15

Debbie Sharp

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 RFP 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/Grant under this RFP, proposer states that it understands the meaning, intent and requirements of the RFP and agrees to the same. The successful Respondent shall warrant that it is familiar with and understands all provisions herein and shall warrant that it can comply with them. No additional compensation to Respondent shall be authorized for services or expenses reasonably covered under these provisions that the proposer omits from its Proposal.
12. Cancellation: If the services to be performed hereunder by the Respondent are not performed in an acceptable manner to the LFUCG, the LFUCG may cancel this contract for cause by providing written notice to the proposer, giving at least thirty (30) days notice of the proposed cancellation and the reasons for same. During that time period, the proposer may seek to bring the performance of services hereunder to a level that is acceptable to the LFUCG, and the LFUCG may rescind the cancellation if such action is in its best interest.

A. Termination for Cause

- (1) LFUCG may terminate a contract because of the contractor's failure to perform its contractual duties
- (2) If a contractor is determined to be in default, LFUCG shall notify the contractor of the determination in writing, and may include a specified date by which the contractor shall cure the identified deficiencies. LFUCG may proceed with termination if the contractor fails to cure the deficiencies within the specified time.

- (3) A default in performance by a contractor for which a contract may be terminated shall include, but shall not necessarily be limited to:
 - (a) Failure to perform the contract according to its terms, conditions and specifications;
 - (b) Failure to make delivery within the time specified or according to a delivery schedule fixed by the contract;
 - (c) Late payment or nonpayment of bills for labor, materials, supplies, or equipment furnished in connection with a contract for construction services as evidenced by mechanics' liens filed pursuant to the provisions of KRS Chapter 376, or letters of indebtedness received from creditors by the purchasing agency;
 - (d) Failure to diligently advance the work under a contract for construction services;
 - (e) The filing of a bankruptcy petition by or against the contractor; or
 - (f) Actions that endanger the health, safety or welfare of the LFUCG or its citizens.

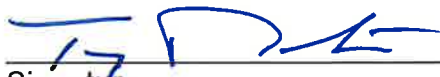
B. At Will Termination

Notwithstanding the above provisions, the LFUCG may terminate this contract at will in accordance with the law upon providing thirty (30) days written notice of that intent, Payment for services or goods received prior to termination shall be made by the LFUCG provided these goods or services were provided in a manner acceptable to the LFUCG. Payment for those goods and services shall not be unreasonably withheld.

- 13. Assignment of Contract: The contractor shall not assign or subcontract any portion of the Contract without the express written consent of LFUCG. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that LFUCG shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of LFUCG.
- 14. No Waiver: No failure or delay by LFUCG in exercising any right, remedy, power or privilege hereunder, nor any single or partial exercise thereof, nor the exercise of any other right, remedy, power or privilege shall operate as a waiver hereof or thereof. No failure or delay by LFUCG in exercising any right, remedy, power or privilege under or in respect of this Contract shall affect the rights, remedies, powers or privileges of LFUCG hereunder or shall operate as a waiver thereof.
- 15. Authority to do Business: The Respondent must be a duly organized and

authorized to do business under the laws of Kentucky. Respondent must be in good standing and have full legal capacity to provide the services specified under this Contract. The Respondent must have all necessary right and lawful authority to enter into this Contract for the full term hereof and that proper corporate or other action has been duly taken authorizing the Respondent to enter into this Contract. The Respondent will provide LFUCG with a copy of a corporate resolution authorizing this action and a letter from an attorney confirming that the proposer is authorized to do business in the State of Kentucky if requested. All proposals must be signed by a duly authorized officer, agent or employee of the Respondent.

16. **Governing Law:** This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. In the event of any proceedings regarding this Contract, the Parties agree that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division. All parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to this Contract or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.
17. **Ability to Meet Obligations:** Respondent affirmatively states that there are no actions, suits or proceedings of any kind pending against Respondent or, to the knowledge of the Respondent, threatened against the Respondent before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of Respondent to perform its obligations under this Contract, or which question the legality, validity or enforceability hereof or thereof.
18. Contractor understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for any purpose whatsoever. Contractor is an independent contractor at all times during the performance of the services specified.
19. If any term or provision of this Contract shall be found to be illegal or unenforceable, the remainder of the contract shall remain in full force and such term or provision shall be deemed stricken.



Signature



Date



Lexington-Fayette Urban County Government
Request for Proposals

Extended Social Resources (ESR) Grant Program
Priority Area: Food Insecurity & Nutritional Access

Purpose

Each fiscal year the Mayor and Urban County Council allocate funds for use by selected 501(c)(3) non-profit partner agencies through the Department of Social Services' Extended Social Resource (ESR) Program. The Lexington-Fayette Urban County Government (hereinafter referred to as "LFUCG") has historically partnered with non-profit agencies for the purpose of providing priority social services to supplement and support the work of the Urban County Government. These agencies are diverse in their missions and work plans, and provide services to the most vulnerable populations in our community.

Eligibility

- Eligible Responders shall be a non-profit 501(c)3 organization with a physical presence in Lexington-Fayette County
- 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).
- ESR funds cannot be used to teach, advance, advocate or promote any religion
- Be located in and/or serve Fayette County residents with ESR funds in Fayette County
- Applying organization agrees to comply with all applicable local, state, and federal laws

Instructions

Please follow the attached instructions and submit all required forms no later than the deadline indicated below:

Proposal Deadline – 2:00 PM EST March 7th, 2022.

Proposals received after this deadline or incomplete proposals will not be considered.

1.0 GENERAL INFORMATION & SCOPE

1.1 **Background**

Each fiscal year the Mayor and Urban County Council allocate funds for use by selected 501(c)(3) non-profit partner agencies through the Department of Social Services' Extended Social Resource (ESR) Program.

This grant cycle shall cover Fiscal Years 2023 and 2024 (July 1, 2022 – June 30, 2024), and will award grants between the four Funding Priorities, which each have separate required Proposal Submittals and criteria, and awarded on an approximate scale, listed below.

Funding Priority Area: Food Insecurity & Nutritional Access

Projected funding is approximately \$650,000 of total ESR Grant Program Community Based Initiatives Award. This amount is subject to change upon Council ratification of the Fiscal Year 2023 Budget.

LFUCG seeks to strengthen and enhance **Food Insecurity and Nutritional Access** by supporting programs and services for the provision of addressing having reliable access to a sufficient quantity of affordable, nutritious food and providing nutritional services. LFUCG intends to award grants for priority-rated programs and services which originate with demonstrated client needs, establish clearly-defined outcomes, and are designed to best practices or evidence-based models.

2.0 GENERAL PROVISIONS

2.1 **Purpose**

The LFUCG is accepting applications from qualified non-governmental, non-profit agencies with current **501(c)3** tax exempt status and with a physical business or program site location in Fayette County (hereinafter, referred to as "Applicant") for ESR funding for FY2023 & 2024 (July 1, 2022 – June 30, 2024). This funding is intended to support agency programs which respond to the funding priorities established herein. **THIS FUNDING IS NOT INTENDED TO SUPPORT GENERAL AGENCY OPERATIONS, other than overhead required to support the subject program.**

2.2 **Funding Period**

The funding period is from July 1, 2022 through June 30, 2024.

2.3 **ESR Grant Informational Workshop**

The Department of Social Services conducted a meeting on January 20th, 2022 that provided potential proposers with an overview of the proposal and review process, instructions on completing the RFP, and presentation of funding priorities.

2.4 **Proposal Submission**

All Submissions must be uploaded to the LFUCG procurement website at <https://lexingtonky.ionwave.net> by **March 7th, 2022 before 2:00 PM EST**. The Submission shall include an enclosed form that shall contain the required documents, and respond to one or more established funding priorities.

Proposal submissions containing significant omissions of required information will be considered non-responsive and removed from the RFP funding process on the application deadline date (March 7th, 2022). Significant missing responses to questions constitute an incomplete application. The final decision regarding application completeness and penalties will be determined by the LFUCG Division of Central Purchasing in consultation with the Commissioner of Social Services. **All proposals must be written in a clear and concise manner, as there will be no follow-up or clarifications to proposer's Proposal Submittal Form once the evaluation process begins.**

Do not include additional documents or attachments with the Proposal Submittal Form, such as brochures or letters of support. These will be discarded.

If your agency is submitting a proposal for the funding of more than one program in a single priority area, please note that they must be included in a single Proposal Submittal completed and submitted for that priority area RFP. **Only one Proposal Submittal per agency per priority area will be accepted.**

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.

2.5 **Acceptance/Rejection of Submissions**

The LFUCG reserves the right to reject any proposals which may be considered irregular, show serious omissions, contain unauthorized alteration of the Proposal Submittal form, or are incomplete.

The LFUCG reserves the right to accept or reject any or all applications in whole or in part, with or without cause, to waive technicalities, to implement scoring penalties, or to accept applications or portions thereof which, in the Urban County Government's judgment, best serve the interests of Urban County Government.

All proposals must be written in a clear and concise manner, as there will be no follow-up or clarifications to proposer's Proposal Submittal Form once the evaluation process begins.

2.6 **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 February 21st, 2022 at 2:00 PM EST

3.0 FUNDING PROCESS

3.1 Timeline

This Request for Proposals is being released on **April 23rd, 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 February 7th, 2022, at 10 AM EST**

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

Webinar ID: 889 1734 4038

Passcode: 968537

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 must be submitted **no later than 2 PM on MONDAY, March 7th, 2022**, and late or incomplete proposals will not be accepted or evaluated.

The LFUCG intends to conduct proposal evaluation in March and April 2022 immediately following the proposal due date, with the intention to make funding announcements approximately in late April, 2022. This timeline is subject to change without notice.

Successful applicants shall be contacted to negotiate a funding agreement with expectations that an award be in place for the funded programs to begin operations by July 1, 2022. No funds may be expended prior to the execution of a funding agreement and grantees will not be reimbursed for pre-award costs.

- 3.2 Evaluation**
Proposals will be evaluated by a neutral panel including LFUCG staff and third-party reviewers who have expertise in the field of human services. The scoring criteria are outlined in Section 5.0 Criteria.

- 3.3 Reporting**
The funded project will be required to submit regular progress reports demonstrating progress toward outcomes established in the proposal and associated funding agreement. Report formats will be determined by the Department of Social Services, as will due dates and submission process. Failure to submit complete reports on time will delay processing of grant payments and may affect the grantee's competitiveness for any future funding opportunities with LFUCG.

4.0 PROPOSAL FORMAT

Proposal Submittal Forms must be uploaded to <https://lexingtonky.ionwave.net> before the 2:00 PM EST March 7th, 2022 deadline. Late submissions will not be considered for funding.

5.0 SCORING CRITERIA/EVALUATION

Please see attached **Proposal Submittal form** to respond to the following; the **Proposal Submittal form** is the document that shall be completed with your responses and then uploaded as your RFP submittal. **You will need to save the PDF formatted Proposal Submittal form to your hard drive before beginning to enter responses in it to ensure your responses are saved to the form.**

ESR Grant Program RFP Criteria

	<u>Points</u>
5.1 Program Proposal & Design	15
5.1.1 Needs Statement	15
5.1.2 Service Delivery Model	5
5.1.3 Client Eligibility & Requirements	10
5.1.4 Evidence-Based/Best Practice	Subtotal 45
5.2 Program Measures & Evaluation	10
5.2.1 Service Efficacy & Desired Outcomes	10
5.2.2 Client Empowerment & Community Impact	10
5.2.3 Data Assessment & Quality Improvement	Subtotal 30
5.3 Capacity & Sustainability	5
5.3.1 Staff Qualifications & Experience	5
5.3.2 Partnership & Resource Leverage	15
5.3.3 Outreach & Inclusion Strategy	Subtotal 25
TOTAL	100

Funding Priority Area: Food Insecurity and Nutritional Access

Projected funding is \$600,000 of ESR Grant Program – Community Based Initiatives

LFUCG seeks to strengthen and enhance **Food Insecurity and Nutritional Access** by supporting programs and services for the provision of addressing having reliable access to a sufficient quantity of affordable, nutritious food and providing nutritional services. LFUCG intends to award grants for priority-rated programs and services which originate with demonstrated client needs, establish clearly-defined outcomes, and are designed to best practices or evidence-based models.

Food security is a situation that exists when all people, at all times, have physical, social and economic access to sufficient, safe and nutritious food that meets their dietary needs and food preferences for an active and healthy life. Nutrition includes management for congregate and home delivered meals, delivering quality meals to nutrition sites and homebound clients so clients have nutritionally sound meals.

USDA Definitions:

- **High food security:** no reported indications of food-access problems or limitations.
- **Marginal food security:** one or two reported indications—typically of anxiety over food sufficiency or shortage of food in the house. Little or no indication of changes in diets or food intake.
- **Low food security:** reports of reduced quality, variety, or desirability of diet. Little or no indication of reduced food intake.
- **Very low food security:** Reports of multiple indications of disrupted eating patterns and reduced food intake.

The term “client” is used throughout this proposal; however we understand that within the context of your work “client” may not mean an individual. For some agencies it may be helpful to think of “client” as whole system (such as a school) or as a neighborhood, group, or community.

5.1 Program Proposal & Design

5.1.1 Needs Statement—Purpose of the Program Proposal / Problem Statement

15 Points

Using local data, provide a description of the problem in Fayette County. Identify the specific population your program is targeting (i.e. age, geographical region, economic status, etc.) and explain why. Discuss whether this population is under-served or at-risk. Describe your understanding of the local system of services addressing this problem, obstacles and/or opportunities your clients face, and how your agency fits within this system of services.

5.1.2 Service Delivery Model

15 Points

What steps will you take or what activities will you provide to assist clients in achieving these goals? Describe each “unit of service” you will provide for clients and how often and how long this service will be provided (e.g. a one-time three-hour training; a weekly one-hour support group for 12 weeks; one 30-minute health exam twice a year; 1-3 hour advocacy services as needed; etc.) How will these services address the problem as identified in the Needs Statement above? Be specific.

5.1.3 Client Eligibility and Requirements

5 Points

What eligibility requirements must clients meet to qualify for services? What are the expectations of clients while receiving services? (e.g. client must pay \$30 fee for each class; client must remain sober; client is responsible for chores; nothing other than participation in services; etc.)

5.1.4 Evidence-Based/Best Practice

10 Points

Describe the evidence-based or promising practice model on which this service approach is based. Provide particular sources that indicate what you are proposing is best-practice.

5.2 Program Measures & Evaluation

5.2.1 Service Efficacy & Desired Outcomes

10 Points

What do you hope to help your clients achieve? What are some examples of goals you will set with clients? What is your service philosophy in terms of helping your clients achieve these goals? Describe how you define “successful” completion of services. (e.g. service is complete if: client remains for entire three-hour training; client continues services until judge orders otherwise; etc.) What percentage of clients meet that criteria for success?

5.2.2 Client Empowerment & Community Impact

10 Points

Describe what meaningful difference these services make in the lives of people served. What value is added to the community? Provide examples. (e.g. client demonstrates change in attitude; client has behavior change; etc.)

5.2.3 Data Assessment & Quality Improvement

10 Points

While it doesn’t have to be complicated, evaluation is more than saying “we provided this many ‘units of service.’” How will you know if your services have been effective? How does this relate to the desired outcomes for your clients? How will the information gathered be used to improve your services in the future? Be specific (for example, data collection may be through focus groups, pre-and post-tests, client satisfaction surveys, etc.), and also be specific regarding sampling size and frequency of evaluation.

5.3 Capacity & Sustainability

5.3.1 Staff Qualifications & Experience

5 Points

Provide information on the key/primary individuals that will be involved in the provision of services and demonstrate that they have the capacity to address the stated need. List each position by title and name of employee, if available. Describe the anticipated roles and responsibilities for each person as it relates to this project. Describe the experience, expertise, and capacity of each individual to address the proposed activities.

5.3.2 Partnership & Resource Leverage

5 Points

How do your programs and services support our community’s comprehensive response to the identified priority area of Community Wellness & Safety? Does your organization have any formal agreements or informal working relationship with other local service programs?

What role does your governing board members, volunteers, and / or donors play in facilitating viable service delivery and program administration? Does your program have any major civic benefactors or corporate sponsors? Describe other secured funding sources and committed operational resources your organization has allocated for the proposed program.

5.3.3 Outreach & Inclusion Strategy

15 Points

Demonstrate how the program will ensure services are available and accessible by all potential participants, especially related to language barriers for persons with limited English proficiency; persons with physical or other disabilities; and persons impacted by poverty and economic distress.

Has your organization enacted any policies (or employs any standard operating procedures) to ensure equitable service opportunity and / or benefit program to a diverse cross-section of the greater community? How does your proposal support or enhance the recommendations made by the Mayor’s Commission on Racial Justice & Equality?

6.0 Program Budget Summary Form

Proposal Submittal shall be considered incomplete and shall be rejected without completed Budget Summary Form. *(Including total amount of FY23 ESR grant request.)*

Budget Form will be for Fiscal Year 2023 ESR Request only. Funds awarded for Fiscal Year 2024 shall be the same amount as awarded for Fiscal Year 2023, and contingent on Council approval of the Fiscal Year 2024 budget.

AFFIDAVIT

Comes the Affiant, **Blue Grass Community Action Partnership, Inc.**, and after being first duly sworn, states under penalty of perjury as follows:

1. His/her name is **Troy Roberts, Executive Director** and he/she is the individual submitting the proposal or is the authorized representative of **Blue Grass Community Action Partnership, 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.

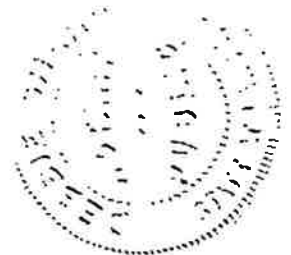
Further, Affiant sayeth naught.

TDR
STATE OF Kentucky
COUNTY OF Large

The foregoing instrument was subscribed, sworn to and acknowledged before me by Troy Roberts on this the 31st day of January, 2022.

My Commission expires: 09/10/2025

Debbie Sharp KYNP 36461
NOTARY PUBLIC, STATE AT LARGE



EQUAL OPPORTUNITY AGREEMENT

The Law

- Title VII of the Civil Rights Act of 1964 (amended 1972) states that it is unlawful for an employer to discriminate in employment because of race, color, religion, sex, age (40-70 years) or national origin.
- Executive Order No. 11246 on Nondiscrimination under Federal contract prohibits employment discrimination by contractor and sub-contractor doing business with the Federal Government or recipients of Federal funds. This order was later amended by Executive Order No. 11375 to prohibit discrimination on the basis of sex.
- Section 503 of the Rehabilitation Act of 1973 states:

The Contractor will not discriminate against any employee or applicant for employment because of physical or mental disability.

- Section 2012 of the Vietnam Era Veterans Readjustment Act of 1973 requires Affirmative Action on behalf of disabled veterans and veterans of the Vietnam Era by contractors having Federal contracts.
- Section 206(A) of Executive Order 12086, Consolidation of Contract Compliance Functions for Equal Employment Opportunity, states:

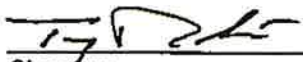
The Secretary of Labor may investigate the employment practices of any Government contractor or sub-contractor to determine whether or not the contractual provisions specified in Section 202 of this order have been violated.

The Lexington-Fayette Urban County Government practices Equal Opportunity in recruiting, hiring and promoting. It is the Government's intent to affirmatively provide employment opportunities for those individuals who have previously not been allowed to enter into the mainstream of society. Because of its importance to the local Government, this policy carries the full endorsement of the Mayor, Commissioners, Directors and all supervisory personnel. In following this commitment to Equal Employment Opportunity and because the Government is the benefactor of the Federal funds, it is both against the Urban County Government policy and illegal for the Government to let contracts to companies which knowingly or unknowingly practice discrimination in their employment practices. Violation of the above mentioned ordinances may cause a contract to be canceled and the contractors may be declared ineligible for future consideration.

Please sign this statement in the appropriate space acknowledging that you have read and understand the provisions contained herein. Return this document as part of your application packet.

Bidders

I/We agree to comply with the Civil Rights Laws listed above that govern employment rights of minorities, women, Vietnam veterans, handicapped and aged persons.



Signature

Blue Grass Community Action Partnership, Inc.

Name of Business

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 RFP 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/Grant under this RFP, proposer states that it understands the meaning, intent and requirements of the RFP and agrees to the same. The successful Respondent shall warrant that it is familiar with and understands all provisions herein and shall warrant that it can comply with them. No additional compensation to Respondent shall be authorized for services or expenses reasonably covered under these provisions that the proposer omits from its Proposal.
12. **Cancellation:** If the services to be performed hereunder by the Respondent are not performed in an acceptable manner to the LFUCG, the LFUCG may cancel this contract for cause by providing written notice to the proposer, giving at least thirty (30) days notice of the proposed cancellation and the reasons for same. During that time period, the proposer may seek to bring the performance of services hereunder to a level that is acceptable to the LFUCG, and the LFUCG may rescind the cancellation if such action is in its best interest.

A. Termination for Cause

- (1) LFUCG may terminate a contract because of the contractor's failure to perform its contractual duties
- (2) If a contractor is determined to be in default, LFUCG shall notify the contractor of the determination in writing, and may include a specified date by which the contractor shall cure the identified deficiencies. LFUCG may proceed with termination if the contractor fails to cure the deficiencies within the specified time.

- (3) A default in performance by a contractor for which a contract may be terminated shall include, but shall not necessarily be limited to:
 - (a) Failure to perform the contract according to its terms, conditions and specifications;
 - (b) Failure to make delivery within the time specified or according to a delivery schedule fixed by the contract;
 - (c) Late payment or nonpayment of bills for labor, materials, supplies, or equipment furnished in connection with a contract for construction services as evidenced by mechanics' liens filed pursuant to the provisions of KRS Chapter 376, or letters of indebtedness received from creditors by the purchasing agency;
 - (d) Failure to diligently advance the work under a contract for construction services;
 - (e) The filing of a bankruptcy petition by or against the contractor; or
 - (f) Actions that endanger the health, safety or welfare of the LFUCG or its citizens.

B. At Will Termination

Notwithstanding the above provisions, the LFUCG may terminate this contract at will in accordance with the law upon providing thirty (30) days written notice of that intent, Payment for services or goods received prior to termination shall be made by the LFUCG provided these goods or services were provided in a manner acceptable to the LFUCG. Payment for those goods and services shall not be unreasonably withheld.

- 13. **Assignment of Contract:** The contractor shall not assign or subcontract any portion of the Contract without the express written consent of LFUCG. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that LFUCG shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of LFUCG.
- 14. **No Waiver:** No failure or delay by LFUCG in exercising any right, remedy, power or privilege hereunder, nor any single or partial exercise thereof, nor the exercise of any other right, remedy, power or privilege shall operate as a waiver hereof or thereof. No failure or delay by LFUCG in exercising any right, remedy, power or privilege under or in respect of this Contract shall affect the rights, remedies, powers or privileges of LFUCG hereunder or shall operate as a waiver thereof.
- 15. **Authority to do Business:** The Respondent must be a duly organized and

authorized to do business under the laws of Kentucky. Respondent must be in good standing and have full legal capacity to provide the services specified under this Contract. The Respondent must have all necessary right and lawful authority to enter into this Contract for the full term hereof and that proper corporate or other action has been duly taken authorizing the Respondent to enter into this Contract. The Respondent will provide LFUCG with a copy of a corporate resolution authorizing this action and a letter from an attorney confirming that the proposer is authorized to do business in the State of Kentucky if requested. All proposals must be signed by a duly authorized officer, agent or employee of the Respondent.

16. **Governing Law:** This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. In the event of any proceedings regarding this Contract, the Parties agree that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division. All parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to this Contract or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.
17. **Ability to Meet Obligations:** Respondent affirmatively states that there are no actions, suits or proceedings of any kind pending against Respondent or, to the knowledge of the Respondent, threatened against the Respondent before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of Respondent to perform its obligations under this Contract, or which question the legality, validity or enforceability hereof or thereof.
18. Contractor understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for any purpose whatsoever. Contractor is an independent contractor at all times during the performance of the services specified.
19. If any term or provision of this Contract shall be found to be illegal or unenforceable, the remainder of the contract shall remain in full force and such term or provision shall be deemed stricken.



Signature

1/31/22

Date