

**COMMUNITY PROJECT AGREEMENT**

THIS COMMUNITY PROJECT AGREEMENT (“Agreement”), is made and entered into on the 18 day of October 2022, by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government of the COMMONWEALTH OF KENTUCKY created pursuant to KRS Chapter 67A (“LFUCG”), 200 East Main Street, Lexington, Kentucky 40507, and **SAYRE CHRISTIAN VILLAGE NURSING HOME, INC.**, a Kentucky nonprofit corporation, (“Organization”) with offices located at 3775 Belleau Wood Drive, Lexington, Kentucky 40517.

**WITNESSETH**

**WHEREAS**, the Organization is a 501(c)(3) nonprofit organization, as defined by the Internal Revenue Code, that owns the property located at 3775 Belleau Wood Drive, Lexington, Kentucky (“Property” or “Properties);

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

**WHEREAS**, LFUCG issued Request for Proposal (RFP) No. 24-2022 for its “Nonprofit Capital Grants Program,” which offers grant awards to Fayette County 501(c)(3) nonprofit organizations in recognition of the negative economic impacts of COVID-19 upon the local network of community agency partners;

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

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

**NOW, THEREFORE**, in consideration of the mutual promises and covenants set forth herein, the receipt and sufficiency of which are acknowledged, the parties hereby agree as follows:

1. **EFFECTIVE DATE; TERM.** This Agreement shall commence on October 15, 2022 and shall last until December 31, 2026, unless terminated by LFUCG at an earlier time.
2. **RELATED DOCUMENTS.** This Agreement shall consist of the terms herein as well as the following additional documents, which are attached hereto as exhibits and incorporated herein by reference as if fully stated:

- A. Exhibit “A” – Request for Proposal, Risk Management Provisions, and Scope of Project
- B. Exhibit “B” – Response to Request for Proposal

To the extent that there is any conflict between or among any of these documents, the terms and provisions of this Agreement shall prevail, followed by terms and provisions of Exhibit "A", then Exhibit "B", in that order.

3. **SCOPE OF WORK.** Organization shall complete the Scope of Project outlined in the attached Exhibit "A" (the "Project(s)"), which are further specified in Numbered Paragraph 4 of this Agreement. The Organization shall complete these Projects in a timely, workmanlike and professional manner, as specified herein.

4. **PAYMENT.** LFUCG shall pay Organization a total amount not to exceed **SIXTY THOUSAND SIX HUNDRED SEVENTEEN DOLLARS AND 23/100 (\$60,017.23)** ("Funds") for the completion of all of the Project(s). The total amount of the Funds that the Organization shall receive is divided in separate amounts, and these amounts shall be allocated for each Project. Thus, the total amount paid for each Project ("Sum") shall not exceed the amounts stated herein:

<b>PROJECT</b>	<b>SUM</b>	<b>OPERATIONAL/CAPITAL</b>
1) Healthcare Center Hoyer Lift Project	1) \$60,617.23	1) Operational

The uses of the Funds are limited to the Projects described in this numbered Paragraph and may not be spent by the Organization for any other purpose without the prior written consent of LFUCG. Absent any additional written agreement stating otherwise, any travel or other expenses are excluded from the above payment schedule.

a. LFUCG shall make payment under this Agreement upon timely submission of an invoice(s) from Organization specifying that nature of work performed, accompanied by data satisfactory to LFUCG to document entitlement to payment for work completed to date. LFUCG shall have thirty (30) days from the date of receipt of the invoice to pay the invoice amount. LFUCG reserves the right to refuse payment if it is determined by LFUCG that any of the work performed on the Projects is inadequate or defective.

b. LFUCG also reserves the right to reject any invoice submitted for services more than sixty (60) days after the services were rendered.

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

a. The Organization acknowledges and certifies that it has not been debarred or suspended and further acknowledges and agrees that it must comply with regulations regarding debarred or

suspended entities in accordance with 24 CFR § 570.489(l). Funds may not be provided to excluded or disqualified persons.

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

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

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

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

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

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

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

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

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

10. **RECORDS.** Organization shall keep and make available to LFUCG any records related to this Agreement as are necessary to support its performance of the services for a period of at least five (5) years following the expiration or termination of this Agreement, or as otherwise required depending upon the source of funds. Books of accounts shall be kept by Organization and entries shall be made therein of all money, goods, effects, debts, sales, purchases, receipts, payments and any other transactions of Organization related to this Agreement and shall be made available to LFUCG upon request.

a. LFUCG shall be the owner of all final documents, data, studies, plans, reports, and information prepared by Organization under this Agreement.

b. Organization understands and agrees that this Agreement and any related documents may be subject to disclosure under the Kentucky Open Records Act and will comply with any reasonable request by LFUCG to provide assistance with such a request.

11. **ACCESS.** Organization shall allow LFUCG any necessary reasonable access to monitor its performance under this Agreement.

12. **CONTRACTUAL RELATIONSHIP ONLY.** In no event shall the parties be construed, held or become in any way for any purpose the employee of the other party, or partners, associates or joint ventures in the conduct of their respective endeavors or otherwise.

13. **EQUAL OPPORTUNITY; FAIRNESS ORDINANCE.** Organization shall provide equal opportunity in employment for all qualified persons, and shall (a) prohibit discrimination in employment because of race, color, creed, national origin, sex, age, sexual orientation, gender identity, or handicap, (b) promote equal employment through a positive, continuing program of equal employment, and (c) cause any subcontractor or agency receiving funds provided pursuant to this Agreement to do so. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices. Organization agrees to comply with LFUCG's Fairness Ordinance (Ordinance No. 201-99) and all sources of applicable law, including those specified in any Exhibit attached to this Agreement and incorporated herein by reference.

14. **SEXUAL HARASSMENT.** Organization must adopt or have adopted a written sexual harassment policy, which shall, at a minimum, contain a statement of current law; a list of prohibited behaviors; a complaint process; and a procedure which provides for a confidential investigation of all complaints. The policy shall be given to all employees and clients and shall be posted at all locations where Organization conducts business. The policy shall be made available to LFUCG upon request.

15. **DISPOSITION OF PROPERTY.** Organization agrees that it shall not sell or otherwise dispose of any goods, property, or equipment acquired and/or improved with any portion of the Funds without first obtaining the consent of LFUCG. Organization agrees that this provision shall survive termination of the Agreement, if this Agreement terminates prior to December 31, 2026. If Organization breaches this provision, Organization may be liable to LFUCG for that breach in an amount that shall not exceed the fair market value of the goods, property and/or equipment that it sold or otherwise transferred. LFUCG further reserves the right to enforce this provision through any remedy available at law, equity, or in bankruptcy.

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

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

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

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

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

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

For Organization:

Karen L. Venis, Chief Executive Officer  
Sayre Christian Village Nursing Home, Inc.  
3775 Belleau Wood Drive  
Lexington, Kentucky 40517  
[kvenis@sayre.us](mailto:kvenis@sayre.us)

For Government:

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

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

23. **ENTIRE AGREEMENT.** This Agreement shall constitute the entire agreement between the parties and no representations, inducements, promises or agreements, oral or otherwise, which

are not embodied herein shall be effective for any purpose. This Agreement shall replace any previous agreement between the parties on the same subject matter.

**THE REMAINDER OF THIS AGREEMENT IS INTENTIONALLY LEFT BLANK**

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

LEXINGTON-FAYETTE URBAN  
COUNTY GOVERNMENT

BY: *Linda Gorton*  
Linda Gorton, Mayor

ATTEST:

*Markenzie Stork*  
Deputy Clerk of the Urban County Council

SAYRE CHRISTIAN VILLAGE  
NURSING HOME, INC.

BY: *Karen L Venis*  
Karen L. Venis, Chief Executive Officer

COMMONWEALTH OF KENTUCKY )  
COUNTY OF FAYETTE )

The foregoing instrument was acknowledged before me this the 18 day of October, 2022, by Karen L. Venis, Chief Executive Officer of Sayre Christian Village Nursing Home, Inc., a Kentucky nonprofit organization.

My commission expires: 8-18-24

*Sharon Pettuck*  
Notary Public, State-at-Large, Kentucky

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8-18-24

**EXHIBIT "A"**



**LEXINGTON**

# **Lexington-Fayette Urban County Government**

## **Request for Proposal**

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

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

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

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

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

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

The Lexington-Fayette Urban County Government reserves the right to reject any or all proposals, and to waive technicalities and informalities when such waiver is determined by the Lexington-Fayette Urban County Government to be in its best interest.

Signature of this proposal by the Proposer constitutes acceptance by the Proposer of terms, conditions and requirements set forth herein.

Minor exceptions may not eliminate the proposal. Any exceptions to the specifications established herein shall be listed in detail on a separate sheet and attached hereto. The Lexington-Fayette Urban County Government shall determine whether any exception is minor.

The Lexington-Fayette Urban County Government encourages the participation of minority- and women-owned businesses in Lexington-Fayette Urban County Government contracts. This proposal is subject to Affirmative Action requirements attached hereto.

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

### **Laws and Regulations**

All applicable state laws, ordinances and resolutions (including but not limited to Section 2-33 (Discrimination due to sexual orientation or gender identity) and Chapter 13 (Licenses and Regulations) of the Lexington-Fayette Urban County Government Code of Ordinances, and Resolution No. 484-17 (Minority, Women, and Veteran-Owned Businesses)) and the regulations of all authorities having jurisdiction over the project shall apply to the contract, and shall be deemed to be incorporated herein by reference.

### **Equal Employment Opportunity**

The Entity (regardless of whether construction contractor, non-construction contractor or supplier) agrees to provide equal opportunity in employment for all qualified persons, to prohibit discrimination in employment because of race, color, religion, sex (including pregnancy, sexual orientation or gender identity), national origin, disability, age, genetic information, political affiliation, or veteran status, and to promote equal employment through a positive, continuing program from itself and each of its sub-contracting agents. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.

## **Kentucky Equal Employment Opportunity Act**

The Kentucky Equal Employment Opportunity Act of 1978 (KRS 45.560-45.640) requires that any "county, city, town, school district, water district, hospital district, or other political subdivision of the state shall include in directly or indirectly publicly funded contracts for supplies, materials, services, or equipment hereinafter entered into the following provisions:

"During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, or national origin;
- (2) The contractor will state in all solicitations or advertisements for employees placed by or on behalf of the contractors that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, or national origin;
- (3) The contractor will post notices in conspicuous places, available to employees and applicants for employment, setting forth the provision of the nondiscrimination clauses required by this section; and
- (4) The contractor will send a notice to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding advising the labor union or workers' representative of the contractor's commitments under the nondiscrimination clauses."

The Act further provides:

"KRS 45.610. Hiring minorities -- Information required

- (1) For the length of the contract, each contractor shall hire minorities from other sources within the drawing area, should the union with which he has collective bargaining agreements be unwilling to supply sufficient minorities to satisfy the agreed upon goals and timetables.
- (2) Each contractor shall, for the length of the contract, furnish such information as required by KRS 45.560 to KRS 45.640 and by such rules, regulations and orders issued pursuant thereto and will permit access to all books and records pertaining to his employment practices and work sites by the contracting agency and the department for purposes of investigation to ascertain compliance with KRS 45.560 to 45.640 and such rules, regulations and orders issued pursuant thereto.

KRS 45.620. Action against contractor -- Hiring of minority contractor or subcontractor

(1) If any contractor is found by the department to have engaged in an unlawful practice under this chapter during the course of performing under a contract or subcontract covered under KRS 45.560 to 45.640, the department shall so certify to the contracting agency and such certification shall be binding upon the contracting agency unless it is reversed in the course of judicial review.

(2) If the contractor is found to have committed an unlawful practice under KRS 45.560 to 45.640, the contracting agency may cancel or terminate the contract, conditioned upon a program for future compliance approved by the contracting agency and the department. The contracting agency may declare such a contractor ineligible to bid on further contracts with that agency until such time as the contractor complies in full with the requirements of KRS 45.560 to 45.640.

(3) The equal employment provisions of KRS 45.560 to 45.640 may be met in part by a contractor by subcontracting to a minority contractor or subcontractor. For the provisions of KRS 45.560 to 45.640, a minority contractor or subcontractor shall mean a business that is owned and controlled by one or more persons disadvantaged by racial or ethnic circumstances.

KRS 45.630 Termination of existing employee not required, when

Any provision of KRS 45.560 to 45.640 notwithstanding, no contractor shall be required to terminate an existing employee upon proof that employee was employed prior to the date of the contract.

KRS 45.640 Minimum skills

Nothing in KRS 45.560 to 45.640 shall require a contractor to hire anyone who fails to demonstrate the minimum skills required to perform a particular job."

It is recommended that all of the provisions above quoted be included as special conditions in each contract. In the case of a contract exceeding \$250,000, the contractor is required to furnish evidence that his workforce in Kentucky is representative of the available workforce in the area from which he draws employees, or to supply an Affirmative Action plan which will achieve such representation during the life of the contract.

### **LFUCG Non-Appropriation Clause**

Contractor acknowledges that the LFUCG is a governmental entity, and the contract validity is based upon the availability of public funding under the authority of its statutory mandate.

In the event that public funds are unavailable and not appropriated for the performance of the LFUCG's obligations under this contract, then this contract shall automatically expire without penalty to the LFUCG thirty (30) days after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the LFUCG shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this contract, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its governmental operations.

In the event of a change in the LFUCG's statutory authority, mandate and mandated functions, by state and federal legislative or regulatory action, which adversely affects the LFUCG's authority to continue its obligations under this contract, then this contract shall automatically terminate without penalty to the LFUCG upon written notice to Contractor of such limitation or change in the LFUCG's legal authority.

### **Contention Process**

Vendors who respond to this invitation have the right to file a notice of contention associated with the RFP process or to file a notice of appeal of the recommendation made by the Director of Central Purchasing resulting from this invitation.

Notice of contention with the RFP process must be filed within 3 business days of the bid/proposal opening by (1) sending a written notice, including sufficient documentation to support contention, to the Director of the Division of Central Purchasing or (2) submitting a written request for a meeting with the Director of Central Purchasing to explain his/her contention with the RFP process. After consulting with the Commissioner of Finance the Chief Administrative Officer and reviewing the documentation and/or hearing the vendor, the Director of Central Purchasing shall promptly respond in writing findings as to the compliance with RFP processes. If, based on this review, a RFP process irregularity is deemed to have occurred the Director of Central Purchasing will consult with the Commissioner of Finance, the Chief Administrative Officer and the Department of Law as to the appropriate remedy.

Notice of appeal of a RFP recommendation must be filed within 3 business days of the RFP recommendation by (1) sending a written notice, including sufficient documentation to support appeal, to the Director, Division of Central Purchasing or (2) submitting a written request for a meeting with the Director of Central Purchasing to explain his appeal. After reviewing the documentation and/or hearing the vendor and consulting with the Commissioner of Finance and the Chief Administrative Officer, the Director of Central Purchasing shall in writing, affirm or withdraw the recommendation.

**SELECTION CRITERIA:**

See Scope of Work for scoring criteria.

Proposals shall contain the appropriate information necessary to evaluate based on these criteria. A committee composed of government employees as well as representatives of relevant user groups will evaluate the proposals.

**Questions shall be addressed to:**

Todd Slatin, Director  
Division of Central Purchasing  
[tslatin@lexingtonky.gov](mailto:tslatin@lexingtonky.gov)

## Affirmative Action Plan

All vendors must submit as a part of the proposal package the following items to the Urban County Government:

1. Affirmative Action Plan for his/her firm;
2. Current Work Force Analysis Form;

Failure to submit these items as required may result in disqualification of the submitter from award of the contract. All submissions should be directed to:

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

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

**AFFIDAVIT**

Comes the Affiant, Karen L. Venis / Sayre Christian Village, and after being first duly sworn, states under penalty of perjury as follows:

1. His/her name is Karen L. Venis and he/she is the individual submitting the proposal or is the authorized representative of Sayre Christian Village, 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.

Karen Venis

STATE OF Kentucky

COUNTY OF Fayette

The foregoing instrument was subscribed, sworn to and acknowledged before me by Karen Venis on this the 20 day of June, 2022

My Commission expires: 8-18-2024

Amanda Patrick  
NOTARY PUBLIC, STATE AT LARGE

8-18-2024

## 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.*

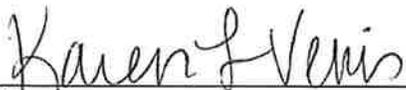
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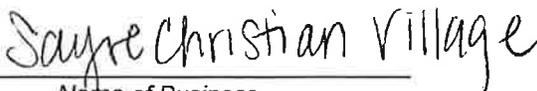
The Lexington-Fayette Urban County Government practices Equal Opportunity in recruiting, hiring and promoting. It is the Government's intent to affirmatively provide employment opportunities for those individuals who have previously not been allowed to enter into the mainstream of society. Because of 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

  
\_\_\_\_\_  
Name of Business

**WORKFORCE ANALYSIS FORM**

Name of Organization: Sayre Christian Village

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
Professionals																	
Superintendents																	
Supervisors	52	2	37			1	6			1	2			1	2	5	47
Foremen																	
Technicians																	
Protective Service																	
Para-Professionals	134	5	59			6	7	51			1		2		3	12	122
Office/Clerical	14	2	8			1		2							1	2	12
Skilled Craft																	
Service/Maintenance																	
<b>Total:</b>	<b>200</b>																<b>19</b>

Prepared by: Amanda Patrick HR Generalist Date: 6/15/22  
 (Name and Title) Revised 2015-Dec-15

**DIRECTOR, DIVISION OF CENTRAL PURCHASING  
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT  
200 EAST MAIN STREET  
LEXINGTON, KENTUCKY 40507**

**NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL  
EMPLOYMENT OPPORTUNITIES AND DBE CONTRACT PARTICIPATION**

Notice of requirement for Affirmative Action to ensure Equal Employment Opportunities and Disadvantaged Business Enterprises (DBE) Contract participation. Disadvantaged Business Enterprises (DBE) consists of Minority-Owned Business Enterprises (MBE) and Woman-Owned Business Enterprises (WBE).

The Lexington-Fayette Urban County Government has set a goal that not less than ten percent (10%) of the total value of this Contract be subcontracted to Disadvantaged Business Enterprises, which is made up of MBEs and WBEs. The goal for the utilization of Disadvantaged Business Enterprises as subcontractors is a recommended goal. Contractor(s) who fail to meet such goal will be expected to provide written explanations to the Director of the Division of Purchasing of efforts they have made to accomplish the recommended goal, and the extent to which they are successful in accomplishing the recommended goal will be a consideration in the procurement process. Depending on the funding source, other DBE goals may apply.

For assistance in locating Disadvantaged Business Enterprises Subcontractors contact:

Sherita Miller, Division of Central Purchasing  
Lexington-Fayette Urban County Government  
200 East Main Street, 3rd Floor, Room 338  
Lexington, Kentucky 40507  
smiller@lexingtonky.gov

## GENERAL PROVISIONS

1. Each Respondent shall comply with all Federal, State & Local regulations concerning this type of service or good.

The Respondent agrees to comply with all statutes, rules, and regulations governing safe and healthful working conditions, including the Occupational Health and Safety Act of 1970, 29 U.S.C. 650 *et. seq.*, as amended, and KRS Chapter 338. The Respondent also agrees to notify the LFUCG in writing immediately upon detection of any unsafe and/or unhealthful working conditions at the job site. The Respondent agrees to indemnify, defend and hold the LFUCG harmless from all penalties, fines or other expenses arising out of the alleged violation of said laws.

2. Failure to submit ALL forms and information required in this RFP may be grounds for disqualification.
3. Addenda: All addenda, if any, shall be considered in making the proposal, and such addenda shall be made a part of this RFP. Before submitting a proposal, it is incumbent upon each proposer to be informed as to whether any addenda have been issued, and the failure to cover in the bid any such addenda may result in disqualification of that proposal.
4. Proposal Reservations: LFUCG reserves the right to reject any or all proposals, to award in whole or part, and to waive minor immaterial defects in proposals. LFUCG may consider any alternative proposal that meets its basic needs.
5. Liability: LFUCG is not responsible for any cost incurred by a Respondent in the preparation of proposals.
6. Changes/Alterations: Respondent may change or withdraw a proposal at any time prior to the opening; however, no oral modifications will be allowed. Only letters, or other formal written requests for modifications or corrections of a previously submitted proposal which is addressed in the same manner as the proposal, and received by LFUCG prior to the scheduled closing time for receipt of proposals, will be accepted. The proposal, when opened, will then be corrected in accordance with such written request(s), provided that the written request is contained in a sealed envelope which is plainly marked "modifications of proposal".
7. Clarification of Submittal: LFUCG reserves the right to obtain clarification of any point in a bid or to obtain additional information from a Respondent.
8. Bribery Clause: By his/her signature on the bid, Respondent certifies that no employee of his/hers, any affiliate or Subcontractor, has bribed or attempted

to bribe an officer or employee of the LFUCG.

9. Additional Information: While not necessary, the Respondent may include any product brochures, software documentation, sample reports, or other documentation that may assist LFUCG in better understanding and evaluating the Respondent's response. Additional documentation shall not serve as a substitute for other documentation which is required by this RFP to be submitted with the proposal,
10. Ambiguity, Conflict or other Errors in RFP: If a Respondent discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, it shall immediately notify LFUCG of such error in writing and request modification or clarification of the document if allowable by the LFUCG.
11. Agreement to Bid Terms: In submitting this proposal, the Respondent agrees that it has carefully examined the specifications and all provisions relating to the work to be done attached hereto and made part of this proposal. By acceptance of a Contract under this RFP, proposer states that it understands the meaning, intent and requirements of the RFP and agrees to the same. The successful Respondent shall warrant that it is familiar with and understands all provisions herein and shall warrant that it can comply with them. No additional compensation to Respondent shall be authorized for services or expenses reasonably covered under these provisions that the proposer omits from its Proposal.
12. Cancellation: If the services to be performed hereunder by the Respondent are not performed in an acceptable manner to the LFUCG, the LFUCG may cancel this contract for cause by providing written notice to the proposer, giving at least thirty (30) days notice of the proposed cancellation and the reasons for same. During that time period, the proposer may seek to bring the performance of services hereunder to a level that is acceptable to the LFUCG, and the LFUCG may rescind the cancellation if such action is in its best interest.

#### A. Termination for Cause

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

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

#### B. At Will Termination

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

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

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

16. **Governing Law:** This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. In the event of any proceedings regarding this Contract, the Parties agree that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division. All parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to this Contract or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.
17. **Ability to Meet Obligations:** Respondent affirmatively states that there are no actions, suits or proceedings of any kind pending against Respondent or, to the knowledge of the Respondent, threatened against the Respondent before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of Respondent to perform its obligations under this Contract, or which question the legality, validity or enforceability hereof or thereof.
18. Contractor understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for any purpose whatsoever. Contractor is an independent contractor at all times during the performance of the services specified.
19. Contractor [or Vendor or Vendor's Employees] will not appropriate or make use of the Lexington-Fayette Urban County Government (LFUCG) name or any of its trade or service marks or property (including but not limited to any logo or seal), in any promotion, endorsement, advertisement, testimonial or similar use without the prior written consent of the government. If such consent is granted LFUCG reserves the unilateral right, in its sole discretion, to immediately terminate and revoke such use for any reason whatsoever. Contractor agrees that it shall cease and desist from any unauthorized use immediately upon being notified by LFUCG.

20. If any term or provision of this Contract shall be found to be illegal or unenforceable, the remainder of the contract shall remain in full force and such term or provision shall be deemed stricken.

Karen L. Davis  
Signature

04/20/2012  
Date

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

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

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

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

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

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

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

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

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

5. The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

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

7. The contractor shall include these requirements in numerical paragraphs 5 and 6 in each subcontract exceeding \$100,000 financed in whole or in part with American Rescue Plan Act funding.

8. The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

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

10. The contractor shall include these requirements in numerical paragraphs 8 and 9 in each subcontract exceeding \$100,000 financed in whole or in part with American Rescue Plan Act funds.

11. The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

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

13. The contractor shall include these requirements in numerical paragraphs 11 and 12 in each subcontract exceeding \$100,000 financed in whole or in part with American Rescue Plan Act funds.

14. The contractor shall include this language in any subcontract it executes to fulfill the terms of this bid: "the sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with 'Limited English Proficiency' in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement."

15. Contractors who apply or bid for an award of \$100,000 or more shall file the required certification that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such

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

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

Karen J. Venis

Signature

04/20/2022

Date

Firm Submitting Proposal: Sayre Christian Village

Complete Address: 3775 Belleau Wood Dr. Lexington, KY  
Street City Zip 40517

Contact Name: KATHN L. VENIS Title: CEO

Telephone Number: 859 574 0033 Fax Number: 859 271 8160

Email address: KVENIS@sayre.us

**RISK MANAGEMENT PROVISIONS  
INSURANCE AND INDEMNIFICATION**

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**INDEMNIFICATION AND HOLD HARMLESS PROVISION**

- (1) It is understood and agreed by the parties that Consultant hereby assumes the entire responsibility and liability for any and all damages to persons or property caused by or resulting from or arising out of any act or omission on the part of Consultant or its employees, agents, servants, owners, principals, licensees, assigns or subcontractors of any tier (hereinafter "Consultant") under or in connection with this agreement and/or the provision of goods or services and the performance or failure to perform any work required thereby.
- (2) Consultant shall indemnify, save, hold harmless and defend the Lexington-Fayette Urban County Government and its elected and appointed officials, employees, agents, volunteers, and successors in interest (hereinafter "LFUCG") from and against all liability, damages, and losses, including but not limited to, demands, claims, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees that are in any way incidental to or connected with, or that arise or are alleged to have arisen, directly or indirectly, from or by Consultant's performance or breach of the agreement and/or the provision of goods or services provided that: (a) it is attributable to personal injury, bodily injury, sickness, or death, or to injury to or destruction of property (including the loss of use resulting therefrom), or to or from the negligent acts, errors or omissions or willful misconduct of the Consultant; and (b) not caused solely by the active negligence or willful misconduct of LFUCG.
- (3) Notwithstanding, the foregoing, with respect to any professional services performed by Consultant hereunder (and to the fullest extent permitted by law), Consultant shall indemnify, save, hold harmless and defend LFUCG from and against any and all liability, damages and losses, including but not limited to, demands, claims, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees, for any damage due to death or injury to any person or injury to any property (including the loss of use resulting therefrom) to the extent arising out of, pertaining to or relating to the negligence, recklessness or willful misconduct of Consultant in the performance of this agreement.
- (4) In the event LFUCG is alleged to be liable based upon the above, Consultant shall defend such allegations and shall bear all costs, fees and expenses of such defense, including but not limited to, all reasonable attorneys' fees and expenses, court costs, and expert witness fees and expenses, using attorneys approved in writing by LFUCG, which approval shall not be unreasonably withheld.

- (5) These provisions shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this agreement.
- (6) LFUCG is a political subdivision of the Commonwealth of Kentucky. CONSULTANT acknowledges and agrees that LFUCG is unable to provide indemnity or otherwise save, hold harmless, or defend the CONSULTANT in any manner.

**FINANCIAL RESPONSIBILITY**

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

**INSURANCE REQUIREMENTS**

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

**Required Insurance Coverage**

CONSULTANT shall procure and maintain for the duration of this contract the following or equivalent insurance policies at no less than the limits shown below and cause its subcontractors to maintain similar insurance with limits acceptable to LFUCG in order to protect LFUCG against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work or services hereunder by CONSULTANT. The cost of such insurance shall be included in any bid:

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

The policies above shall contain the following conditions:

- a. All Certificates of Insurance forms used by the insurance carrier shall be properly filed and approved by the Department of Insurance for the Commonwealth of Kentucky. LFUCG shall be named as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy using the Kentucky DOI approved forms.
- b. The General Liability Policy shall be primary to any insurance or self-insurance retained by LFUCG.
- c. The General Liability Policy shall include a Products and Completed Operations endorsement or Premises and Operations Liability endorsement and a Products Liability endorsement unless they are deemed not to apply by LFUCG.
- d. The General Liability Policy shall have a Professional Liability endorsement (including Errors and Omissions) for any services performed pursuant to the contract, and/or a separate Professional Liability Policy shall be obtained unless it is deemed not to apply by LFUCG.
- e. The Professional Liability policy shall be maintained for a minimum of three years beyond the completion date of the project, to the extent commercially available. If not commercially available, CONSULTANT shall notify LFUCG and obtain similar insurance that is commercially available and acceptable to LFUCG.
- f. LFUCG shall be provided at least 30 days advance written notice via certified mail, return receipt requested, in the event any of the required policies are canceled or non-renewed.
- g. Said coverage shall be written by insurers acceptable to LFUCG and shall be in a form acceptable to LFUCG. Insurance placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide shall be deemed automatically acceptable.

#### Renewals

After insurance has been approved by LFUCG, evidence of renewal of an expiring policy must be submitted to LFUCG, and may be submitted on a manually signed renewal endorsement form. If the policy or carrier has changed, however, new evidence of coverage must be submitted in accordance with these Insurance Requirements.

#### Deductibles and Self-Insured Programs

**IF YOU INTEND TO SUBMIT A SELF-INSURANCE PLAN IT MUST BE FORWARDED TO LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, DIVISION OF RISK MANAGEMENT, 200 EAST MAIN STREET, LEXINGTON, KENTUCKY 40507 NO LATER THAN A MINIMUM OF FIVE (5) WORKING DAYS PRIOR TO THE RESPONSE DATE.** Self-insurance programs, deductibles, and self-

insured retentions in insurance policies are subject to separate approval by Lexington-Fayette Urban County Government's Division of Risk Management, upon review of evidence of CONSULTANT's financial capacity to respond to claims. Any such programs or retentions must provide LFUCG with at least the same protection from liability and defense of suits as would be afforded by first-dollar insurance coverage. If CONSULTANT satisfies any portion of the insurance requirements through deductibles, self-insurance programs, or self-insured retentions, CONSULTANT agrees to provide Lexington-Fayette Urban County Government, Division of Risk Management, the following data prior to the final acceptance of bid and the commencement of any work:

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

#### Safety and Loss Control

CONSULTANT shall comply with all applicable federal, state, and local safety standards related to the performance of its works or services under this Agreement and take necessary action to protect the life, health and safety and property of all of its personnel on the job site, the public, and LFUCG.

#### Verification of Coverage

CONSULTANT agrees to furnish LFUCG with all applicable Certificates of Insurance signed by a person authorized by the insurer to bind coverage on its behalf prior to final award, and if requested, shall provide LFUCG copies of all insurance policies, including all endorsements.

#### Right to Review, Audit and Inspect

CONSULTANT understands and agrees that LFUCG may review, audit and inspect any and all of its records and operations to insure compliance with these Insurance Requirements.

#### **DEFAULT**

CONSULTANT understands and agrees that the failure to comply with any of these insurance, safety, or loss control provisions shall constitute default and that LFUCG

may elect at its option any single remedy or penalty or any combination of remedies and penalties, as available, including but not limited to purchasing insurance and charging CONSULTANT for any such insurance premiums purchased, or suspending or terminating the work.

00471865



Lexington-Fayette Urban County Government  
Request for Proposals

## **Nonprofit Capital Grant Program Scope of Work**

**Description:** The Nonprofit Capital Project Grants Program is a new initiative designed to better position local government in recognizing the strains upon infrastructure within our local network of community agency partners which are affecting their service delivery to residents. These grants are funded by federal American Rescue Plan Act (ARPA) dollars and are subject to federal reporting and spending requirements.

Agencies with established proven track records of performance that are located in and/or service residents of Lexington-Fayette County are invited to apply for this competitive grant program.

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

### **Instructions**

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

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

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

For More Information:

Lexington-Fayette Urban County Government  
Division of Central Purchasing Todd Slatin, Director  
200 E. Main Street  
Lexington, KY 40507  
Office: (859) 258-3320  
E-mail: [tslatin@lexingtonky.gov](mailto:tslatin@lexingtonky.gov)

## 1.0 GENERAL PROVISIONS

### 1.1 Funding

The funding is a **ONE TIME** grant. LFUCG will conduct ongoing evaluation of the project to determine effectiveness. Funds must be expended **April 30, 2024**.

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

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

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

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

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

If it becomes apparent to the Subrecipient that it will be unable to complete the Project either in the manner or for the amount described in this Agreement, then the Subrecipient must immediately provide written notice to the LFUCG with a complete and detailed explanation of its inability to comply with the terms of the Agreement, any proposed changes, and the reasons for those changes. If the Subrecipient fails to use any amount of funds provided under the Agreement within the time of performance (by April 30, 2024), Subrecipient forfeits those funds.

### 1.2 Proposal Submission

In order to be considered, proposals must be received by **June 21, 2022 at 2 PM**. The proposal must contain the required documents and respond to each of the required narrative/application questions to be complete.

Proposals containing significant omissions of required information will be considered non-responsive and will be removed from the funding process. Significant missing responses to narrative/questionnaire questions constitute an incomplete proposal.

If the Agency is submitting a bundled proposal for the funding of more than one project, please note that they must be included in a single completed Proposal Submittal form. Only one Proposal Submittal per agency will be accepted, per Division of Purchasing regulations. Projects being bundled must have separate Project Budgets submitted as attachments.

Submitted Proposal shall be comprised of the attached PDF formatted Proposal Submittal form. This form must be submitted in the original PDF form, and NOT be a scanned version of the original form.

The final decision regarding proposal completeness and penalties will be determined by the Commissioner of Social Services.

### **1.3 Acceptance/Rejection of Applications**

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

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

#### **Inquiries/Questions**

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

Todd Slatin, Director  
Division of Central Purchasing 200 E. Main Street, Lexington, KY 40507  
E-mail: [tslatin@lexingtonky.gov](mailto:tslatin@lexingtonky.gov) Phone: (859) 258-3320  
**Deadline for questions is JUNE 3, 2022 at 2:00 PM EST**

### **1.4 Requests for Clarification**

The LFUCG reserves the right to request clarification of information submitted and to request additional information (to clarify the information submitted) of the applicant either orally or in writing. This may include negotiation of funding amounts, outcomes, and other adjustments prior to the execution of a funding award.

### **1.5 Timeline**

This Request for Proposals is being released on Monday, May 16, 2022, and is made available to the public and all potentially eligible applicants. **An informational and question and answer meeting will be held on Zoom on Wednesday, June 1, 2022 at 2 PM EST**

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

Webinar ID: 852 2355 9169

Passcode: 435922

This meeting will be open to the public and any potentially eligible applicants are invited to attend and ask questions or seek clarification regarding the RFP. Attendance is NOT required in order to submit a proposal and will not affect scoring during the evaluation process.

Completed proposals are due no later than 2 p.m. on Tuesday, June 21, 2022. Late or incomplete proposals will not be accepted or evaluated.

The LFUCG intends to conduct proposal evaluation immediately following the proposal due date and intends to make funding announcements no later than August 15, 2022. This timeline is subject to change without notice.

No funds may be expended prior to the execution of a funding agreement and grantees will not be reimbursed for pre-award costs.

### **1.6 Evaluation**

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

Scoring criteria are outlined in Section 4.0 Evaluation.

### **1.7 Selection**

The highest scoring proposals as determined by the panel will be recommended for funding and contacted to negotiate a funding agreement.

### **1.8 Reporting**

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

The funded projects will be required to submit regular financial and progress reports. Failure to submit complete reports on time will delay processing of invoices submitted for grant reimbursements and affect the grantee's competitiveness for any future funding opportunities with LFUCG. This includes, but is not limited to, timesheets for staff; bids, quotes, invoices and receipts for purchases; copies of any contracts for services; and additional information as required by LFUCG for compliance with federal regulations.

**All payments are based on submitted invoices for reimbursements, no payments shall be made in advance.**

## 2.0 PROPOSAL FORMAT

The Proposer must submit the proposal via the LFUCG's Procurement Software at <https://lexingtonky.ionwave.net/Login.aspx>. Adherence to the proposal format by all proposers will ensure a fair evaluation. Proposers not following the prescribed format will be deemed non-responsive.

A complete proposal contains each of the following components:

- Fully completed application submittal cover sheet (PDF form attached)
- Attached project(s) and agency budgets
- Copy of lease if requesting Facility Improvements on a leased property, and highlighting the section to allowing the ability for leaseholder improvements.
- Other Attachments
  
- **Project Narrative for each requested capital project being requested (separate Project Narratives for each request if bundling capital project requests)**, responding to each of the five evaluation criteria described in Section 4.0 and utilizing format described below
  - Double spaced
  - Single sided
  - Arial 12-point font with 1-inch margins
  - Sections clearly marked
  - Page numbers in bottom right corner of complete submission

### **Section 1: Directly Provide or Indirectly Facilitate the Provision of Services to Low income, Underserved, or Marginalized Lexington-Fayette County Residents**

Please provide a brief description of your agency's mission and objectives. Applying agencies must meet the criteria below:

1. Facility Improvement location is located in Fayette County and Operational Investments must be for the purpose of serving Fayette County residents with these grant funds
2. Be in good standing with the Kentucky Secretary of State
3. Responders shall be registered and have a current, complete Gold Seal of Transparency or higher level agency portrait on [GuideStar.org](https://www.guidestar.org/)
4. Funds for the projects cannot be used to teach, advance, advocate or promote any religion
5. Applying organization agrees to comply with all applicable local, state, and federal laws

### **Section 2: Demonstrated Need**

Demonstrate how the proposed capital project is needed for the agency to provide their services. Applications must describe the need for the specific project in regards to the agency's ability to meet its mission and objectives. Criteria to be considered include:

1. The type and scale of the project proposed clearly enables the capacity of the agency's mission
2. Data provided that documents project need
3. If applicable, the facility proposed for use meets local codes, health, or safety standards. Or, the proposed project would remedy any code infractions or notices

### **Section 3: Applicant Capacity for Project and Meeting ARPA Requirements**

The application must demonstrate that the agency staff has adequate credentials and experience to carry out the proposed project. This means that the organization carrying out the project, its employees, or its partners, must have the necessary experience and qualifications to execute the project and adhere to the requirements of this grant program.

Factors to be considered will include: prior agency experience with capital projects and grants; suitable agency fiscal capacity and organizational infrastructure to implement the project; and employee experience in grant management. The LFUCG's monitoring records of previously funded projects will also be considered in determining applicant capacity. The LFUCG will pay special attention to previously awarded projects and an agency's track record for timely implementation and spending of awarded funds.

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

### **Section 4: Operational Feasibility**

The application must include:

1. Clear and complete plans and timeline for implementing and completing the project
2. An adequate strategy for securing additional support and commitment if needed. If applicable, include letters of commitment for other funding that will be used to implement the project
3. Adequate number of qualified staff to carry out the proposed project
4. Indicators that demonstrate that the project can be completed by April 30, 2024

### **Section 5: Cost Analysis – and attachments**

1. Cost proposals and budget narrative
2. This section shall provide the total costs of the capital project, including all expenses to be incurred
3. Project is cost-effective and all costs are reasonable, and do not deviate substantially from the norm in Lexington
4. Attach item Budgets for each Grant Project requested and the Agency Budget

### 3.0 SCOPE

Agencies may apply for a grant to assist with a capital project of a **minimum of \$100,000 of Facility Improvements and/or \$50,000 in Operational Investments** (*Agencies may bundle projects to meet the minimums*).

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

#### Who is Eligible?

Community nonprofit partners with established proven track records of performance are invited to apply for this competitive grant program for capital projects.

- Grant funds must be invested in facilities located in and serving residents of Lexington-Fayette County.
- Agencies must be recognized by Internal Revenue Service as a 501(c)(3) nonprofit organization.
- Agencies must either own the facility or have a current long-term lease (*with at least 3 years remaining on the terms of the lease*) with a private landlord for which improvements are being requested.
- **All funds awarded must be spent by grantees before April 30, 2024.**

#### Eligible Cost Activities (*including, but not limited to*):

##### Facility Improvements

- |                              |  |
|------------------------------|--|
| A. Systems                   | <i>Mechanical, Electrical and Plumbing</i>                                       |
| B. Exterior                  | <i>Roofing, Windows, Gutters, Masonry, Siding</i>                                |
| C. Interior                  | <i>Flooring, Walls, Ceilings, Lighting</i>                                       |
| D. Property Site             | <i>Acquisition of Property, Parking, Sidewalks, Lighting, Utilities, Signage</i> |
| E. Environmental Remediation | <i>Asbestos, Lead Paint, Air Quality</i>   |

##### Operational Investments

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

**Grant Award Allocation**

<b>Funding Pool*</b>	<b>Facility Improvements</b>	<b>Operational Investments</b>
	\$4,000,000	\$2,000,000
Minimum Request per agency**	\$100,000**	\$50,000**
Maximum Request per agency	\$500,000	\$250,000

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

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

**4.0 EVALUATION & CRITERIA**

<b>Factor</b>	<b>Points</b>
<b>4.1 Directly Provide or Indirectly Facilitate the Provision of Services to Low-income, Underserved, or Marginalized Lexington-Fayette County Residents</b>	20
<b>4.2 Demonstrated Need</b>	20
<b>4.3 Applicant Capacity for Project and Meeting ARPA Requirements</b>	20
<b>4.4 Operational Feasibility</b>	20
<b>4.5 Cost Analysis</b>	20
<b>Total Points</b>	<b>100</b>

**4.1 Directly Provide or Indirectly Facilitate the Provision of Services to Low-income, Underserved, or Marginalized Lexington-Fayette County Residents**

Please provide a brief description of your agency’s mission and objectives. Applying agencies must meet the criteria below:

6. Facility Improvement location is located in Fayette County and Operational Investments must be for the purpose of serving Fayette County residents with these grant funds
7. Be in good standing with the Kentucky Secretary of State
8. Responders shall be registered and have a current, complete Gold Seal of Transparency or higher level agency portrait on [GuideStar.org](http://GuideStar.org)
9. Funds for the projects cannot be used to teach, advance, advocate or promote any religion
10. Applying organization agrees to comply with all applicable local, state, and federal laws

#### **4.2 Demonstrated Need**

Demonstrate how the proposed capital project is needed for the agency to provide their services. Applications must describe the need for the specific project in regards to the agency's ability to meet its mission and objectives. Criteria to be considered include:

1. The type and scale of the project proposed clearly enables the capacity of the agency's mission
2. Data provided that documents project need
3. If applicable, the facility proposed for use meets local codes, health, or safety standards.  
Or, the proposed project would remedy any code infractions or notices

#### **4.3 Applicant Capacity for Project and Meeting ARPA Requirements**

The application must demonstrate that the agency staff has adequate credentials and experience to carry out the proposed project. This means that the organization carrying out the project, its employees, or its partners, must have the necessary experience and qualifications to execute the project and adhere to the requirements of this grant program.

Factors to be considered will include: prior agency experience with capital projects and grants; suitable agency fiscal capacity and organizational infrastructure to implement the project; and employee experience in grant management. The LFUCG's monitoring records of previously funded projects will also be considered in determining applicant capacity. The LFUCG will pay special attention to previously awarded projects and an agency's track record for timely implementation and spending of awarded funds.

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

#### **4.4 Operational Feasibility**

The application must include:

5. Clear and complete plans and timeline for implementing and completing the project
6. An adequate strategy for securing additional support and commitment if needed. If applicable, include letters of commitment for other funding that will be used to implement the project
7. Adequate number of qualified staff to carry out the proposed project
8. Indicators that demonstrate that the project can be completed by April 30, 2024

#### **4.5 Cost Analysis – and attachments**

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

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

*LFUCG reserves the right to adjust funding amounts.*

**EXHIBIT "B"**



**LEXINGTON**

**RFP-24-2022**  
**Sayre Christian Village**  
**Sayre Christian Village Nursing Home, Inc.**  
**Supplier Response**

**Event Information**

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

**Contact Information**

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

## Sayre Christian Village Information

Contact: Elise M Hinchman  
Address: 3775 Belleau Wood Drive  
Lexington, KY, KY 40511  
Phone: (859) 271-9000 x101  
Email: ehinchman@sayre.us  
Web Address: www.sayrechristianvillage.org

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

Elise Hinchman

*Signature*

*Submitted at 6/21/2022 10:53:28 AM (ET)*

ehinchman@sayre.us

*Email*

## Response Attachments

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### FINAL ARPA SUBMISSION\_6.21.22.pdf

Quad Outlet and Hoyer Lift Projects for Sayre Christian Village



**PROPOSAL SUBMITTAL COVER SHEET**

**Agency Information**

Agency Name: Sayre Christian Village

Mailing Address: 3775 Belleau Wood Drive, Lexington, KY 40517

Street Address: 3775 Belleau Wood Drive, Lexington, KY 40517

Phone: (859) 271 - 9000

Is your Agency registered with the IRS as a 501(c)(3) organization?  Yes  No  
*Note: Agencies **must** be registered with the IRS as a 501(c)(3) organization to be eligible for this grant program funding.*

Does your agency have a Gold Seal of Transparency or higher profile on GuideStar.org?  Yes  No  
*Note: Agencies **must** have a Gold Seal of Transparency or higher profile with GuideStar.org to be eligible for this grant funding.*

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

Karen L. Venis, CEO, (859) 271-0033, kvenis@sayre.us

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

Elise Hinchman, VP Marketing & Development, (859) 271-9000 ext 101, ehinchman@sayre.us

**Project Information**

**Funding Requested by Project, if bundling multiple Projects:**

Project: <u>Healthcare Center Quad Outlets Project</u>	Request \$ <u>396,000</u>
<input checked="" type="checkbox"/> Facility Improvement project	<input type="checkbox"/> Operational Investment project
Project: <u>Healthcare Center Hoyer Lift Project</u>	Request \$ <u>60,617.23</u>
<input type="checkbox"/> Facility Improvement project	<input checked="" type="checkbox"/> Operational Investment project
Project: _____	Request \$ _____
<input type="checkbox"/> Facility Improvement project	<input type="checkbox"/> Operational Investment project
Project: _____	Request \$ _____
<input type="checkbox"/> Facility Improvement project	<input type="checkbox"/> Operational Investment project
Project: _____	Request \$ _____
<input type="checkbox"/> Facility Improvement project	<input type="checkbox"/> Operational Investment project

**Total Funding Amount Requested: \$ 456,617.23**

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



## SAYRE HEALTHCARE CENTER HOYER LIFT PROJECT

### SECTION 1

Sayre Christian Village is the only nonprofit continuing care retirement community in Fayette County. Sayre Christian Village (SCV) has the capacity to serve 420 adults and provides independent living, assisted living, transitional short-term rehabilitation, skilled nursing services, and dementia care for older adults. The campus is in Lexington, Kentucky and has provided necessary services for seniors for almost 40 years.

**This proposal for \$60,617.23 to purchase 13 new Hoyer Lifts and accessories for the Healthcare Center will directly benefit 164 residents on Units 1, 2, 3, and 4 of the Healthcare Center on our campus.** These long-term care (nursing home) residents require the highest level of care and are our most vulnerable population. 74% of residents (skilled care, skilled memory care, short-term rehab) at the Healthcare Center we serve are Medicaid recipients and designated low-income.

Without SCV, many residents would have nowhere to go because most facilities can't or won't take residents at this high level of care because Medicaid reimbursement doesn't cover the cost of 24-hour skilled nursing care. The safety and care of these older adults is truly our nonprofit's mission.

SCV is a 501(c)3 in Fayette County in good standing with the Secretary of State and we have a Platinum Guidestar seal of approval. We will not use any grant funds



that may be awarded toward advancing, advocating, or promoting any religion. SCV does and will continue to comply with all local, state, and federal laws.

## **SECTION 2**

Hoyer lifts are an absolute necessity in a nursing home or rehabilitation setting. 13 total new Hoyer lifts for Units 1, 2, 3, and 4 would enhance person-centered care by increasing staff access to necessary equipment, reduce potential future safety risks with aging equipment, and eliminate the current expensive parts and maintenance hunt.

### **Enhancing Resident Care**

Lifting a patient manually can cause physical strain to caretakers, who can injure themselves as they try to carry or lift patients. The situation becomes even more difficult when the person is unable to move or stand up on their own. Thus, lifts are essential to healthcare facilities.

A Hoyer Lift is a mobility tool used to help seniors with mobility challenges get into and out of the shower/shower bed, lift a resident out of bed and into a wheelchair, allows staff to provide incontinence care multiple times per day, and more.

Hoyer Lifts are used by many different types of staff through a 24-hour period as well. Nurses, assistants, and therapists all share the lifts and the lifts can become hot commodities during peak usage times of the day, like morning and evening.



*Example of typical Hoyer Lift usage, image above.*

Person-centered care is a hallmark of Sayre Christian Village and we recognize the need for new lifts so that there is never a question of a resident needing to wait for Hoyer Lift to be able to receive care if one of our current 13 aging lifts is having maintenance done on it, or we are waiting for a replacement part, and all other lifts are otherwise engaged.



Adding more modern Hoyer Lifts would also allow us to add additional bariatric lifts to our Healthcare Center as the demand for that lift size has gone up over the past several years.

### **Reduce Potential Risk for Unsafe Machinery**

SCV values the safety of both the resident and staff and we wish to reduce the potential for future safety risks with aging equipment. We strive to abide by three standard operating procedures: proper weight is used when operating the machine, two people operate the machine, and that the lifts are maintained and in good working order.

Replacing the lifts with up-to-date machines would give peace of mind to staff and resident families that machines were cutting edge and not maintained with replacement motors and parts.

### **Expensive Maintenance & Parts**

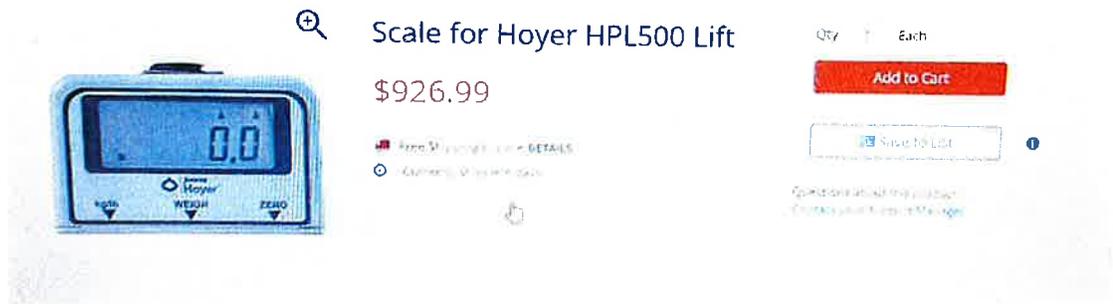
Existing Hoyer Lifts are aging and becoming very expensive for our team to maintain. Ryan Williams, Director of Plant Operations, states that parts for the aging lifts are hard to come by or not manufactured anymore. "In fact, we keep a Hoyer Lift 'boneyard' of old equipment that we strip for parts that are still able to be reliably and safely used," Ryan explains. [see image attachments, pg. 15-21]

Because we must be good stewards of our resources, we have made do with replacing parts ad hoc, but the prices of older manufacturer parts for older machines have now exceeded the cost of purchasing entirely new, more modern machines.

For example, the cost of a replacement power actuator is now almost the same cost as a new lift itself.



We have had to replace many scales in the past and they are now cost prohibitive to replace on machines that were purchased from 2012 – 2015.





## **SECTION 3**

### **Experience for the Project**

Sayre Christian Village's Director of Plant Operations, Ryan Williams, has 7 ½ years' experience as part of a maintenance team or managing a maintenance team in a long-term care setting for 2 local long-term care communities. Ryan has significant expertise with Life Safety guidance and working hands-on with Hoyer Lifts and the maintenance needed to keep them up to a high standard.

Penny Upton, VP of Healthcare Services, has also used her extensive background experience advising on this project to help identify needs. Penny brings over 30 years of long-term care experience to us. One of her early roles in long-term care before administration was as a State Registered Nursing Assistant (SRNA). SRNAs are one of the classifications of clinical staff that use the Hoyer Lifts the most and she has extensive experience hands on with them.

"I am excited for the prospect of reliable and more up-to-date Hoyer Lifts that will have a positive benefit for both the team members that use them and for the residents on the skilled nursing, memory care, and short-term rehab units that are in the lifts multiple times per day. This grant will improve their quality of life."

### **Prior Experience with Capital Projects, Grants, and Funded Projects**

Christian Benevolent Outreach (the parent company to both Forest View and Sayre Christian Village Nursing Home, LLC) has previously been awarded a large city



grant to help construct one of two HUD housing apartment complexes for older adults on our campus.

Forest View Apartments at 3816 Camelot Drive was a 4.6-million-dollar project to build 42 new apartments for independent living, low-income seniors. We worked with both the city and the U.S. Department of Housing and Urban Development for the complex. The city provided \$300,000 in HOME funds. The HOME Investment Partnership Program was designed to increase the supply of affordable housing and is operated by HUD.

HUD provided \$4.3 million dollars to Christian Benevolent Outreach. The grant program is designed for private nonprofit corporations for the construction of affordable housing for low-income seniors. The building opened in late 2009 and has been continuously operated at full census ever since.

### **Fiscal Capacity, Organization Infrastructure, Grant Management**

SCV has incurred over two million dollars in unbudgeted COVID-related expenses over the past two years, which is why we are applying for funds to complete the Quad Outlets Project to advance the organization's mission of caring for older adults. While the pandemic has caused a period of financial hardship, with quarterly grant reimbursements, SCV has the capacity to fund the electrical enhancement project through cash flow from operations. Moreover, should the project require temporary resources which exceed the capacity of SCV's operational cash flow, the organization



has additional access to liquid assets via a \$500,000 revolving line of credit from Central Bank & Trust, Lexington, Kentucky.

As SCV seeks to recover from the fiscal stress caused by the pandemic, the organization plans to utilize resident rooms within the facility that have been idled due to staffing shortages. With staffing levels beginning to return to increase, the organization plans to open access to an additional wing in the facility which will allow for 26 additional residents to receive short-term rehabilitative care. These additional residents will also provide additional resources through operational cash flow to help fund the project between generous grant reimbursements.

The SCV Leadership Team meet every Thursday to discuss among other things, ongoing capital projects and grants. CEO Karen Venis, CFO John Dundon, VP of Healthcare Services, Penny Upton, and VP of Marketing and Development will have weekly updates from Director of Plant Operations, Ryan Williams, in the lead up to the project kicking off and throughout to ensure successful completion of the Hoyer Lift Project.

CEO Karen Venis brought a 14.5-million-dollar Expansion to our Assisted Living building to fruition during COVID. She is well-versed in all that can possibly happen with production and part delays and how to still stay on track.

CFO John Dundon has more than 30 years' experience with both grant management and fiscal responsibility for large nonprofits, including 8 years as Chief Financial Officer



for Sayre Christian Village and as Executive Vice President/Chief Financial Officer at Kentucky Christian University for 24 years.

VP of Marketing and Development, Elise Hinchman has been awarded grants and managed reporting for those grants awarded from The Honorable Order of Kentucky Colonels, Kings Sons and Daughters, Keeneland, The Kentucky Arts Council, and the Beulah S. Mays Charitable Endowment Fund over the past three years.

### **Compliance**

Sayre Christian Village will follow all compliance stipulations as stated in the RFP.

### **SECTION 4**

Upon ordering the Hoyer Lifts from an approved manufacturer such as Direct Supply if granted funds, the timeline would simply be several weeks to 1 month estimated to receive the shipments of all parts and pads and machinery. Meeting the April 30, 2024 ARPA deadline is not expected to be an issue at all.

Ryan and his maintenance team 7 will be responsible for assembling the 13 Hoyer Lifts when they are received. Ryan and his team will be given set daytime hours to assemble machinery and move new equipment onto the units for use so that they can accomplish assembly in short order. There would be no reason, even with potential shipping delays, that the Hoyer Lifts would not be assembled and in use before April 2024.



## SECTION 5

The total cost for the proposed 13 Hoyer Lifts and accessories, plus freight/delivery services is \$60,617.23.

**Hoyer Lifts** – There are several kinds of lifts, including ‘sit to stand’ lifts, the traditional style sling lift, and lifts that are needed for heavier residents.

- 3 of the 13 Hoyer Lifts are ‘Sit to Stand’ lifts that allow staff to help a resident gain mobility by getting them up out of bed or up out of their chair. “Sit to Stand” lifts are absolutely necessary for rehabilitation and therapy purposes for our short-term rehab residents.
- 2 of the 13 Hoyer Lifts are the Advance Floor Lift style with the capacity to hold 340 pounds.
- 2 of the 13 Hoyer Lifts are Bariatric Floor Lifts with the capacity to hold 700 pounds.
- 4 of the 13 Hoyer Lifts are Hoyer Low-Height Base, Powered, with a capacity to hold 500 pounds
- 2 of the 13 Hoyer Lifts are Low-Height Base, Powered

**Hoyer Lift Slings and Pads** – Slings are necessary to go under the resident and support the weight gently while the resident is traveling from their chair or bed in the sling. They come in different sizes. Pads are also necessary for the function of the lifts,



allows the 'one-size-fits-all' sling to be secure for the individual resident and must be used in conjunction with the correct weight of the resident for safety.

It is important to note that each style of Hoyer Lift has a different function or weight capacity and therefore certain slings are associated with each model. Without these slings, the lifts just aren't useable.

***"Sit to Stand" Hoyer lifts require:***

- 6 Large Deluxe Transport Slings
- 6 Medium Deluxe Transport Slings
- 6 Medium Deluxe Standing Slings
- 6 Large Deluxe Standing Slings

***Hoyer Advance Floor Lifts require:***

- 4 Medium 6-Point Slings, Mesh Fit
- 4 Large 6-Point Slings, Mesh Fit

***Bariatric Floor Lifts (weight capacity 700 lbs.) require:***

- 4 X-Large Quick Fit Padded Slings, up to 850-pound capacity
- 4 Large Quick Fit Padded Slings, up to 850-pound capacity
- 4 Medium Quick Fit Padded Slings, up to 850-pound capacity

***Hoyer Professional Floor Lifts, Low Height Base, Powered require:***

- 1 X-Large 6-Point Sling



- 1 Large 6-Point Sling
- 1 Medium 6-Point Sling

***Hoyer Floor Lifts, Low Height Base, Powered require:***

- 12 X-Large 6-Point Sling
- 12 Large 6-Point Sling
- 12 Medium 6-Point Sling

*These last 36 slings can be used on all lifts, aside from the 'sit to stand' specific lifts.*

The budget for the 13 lifts includes 12 replacement batteries, 12 battery chargers, and 12 power cords. Unfortunately, these pieces of the machinery are some of the most essential, but also the easiest to get damaged or go missing. If a staff member drops a battery cell, the costly item can be broken easily. A padding of extra of these essential items has been added into the proposal here.

The freight and delivery charges for all these items is also included in the quote. While the pricing will remain in tact for this quote till December 31<sup>st</sup>, 2022, the estimated freight and delivery is based on current costs.

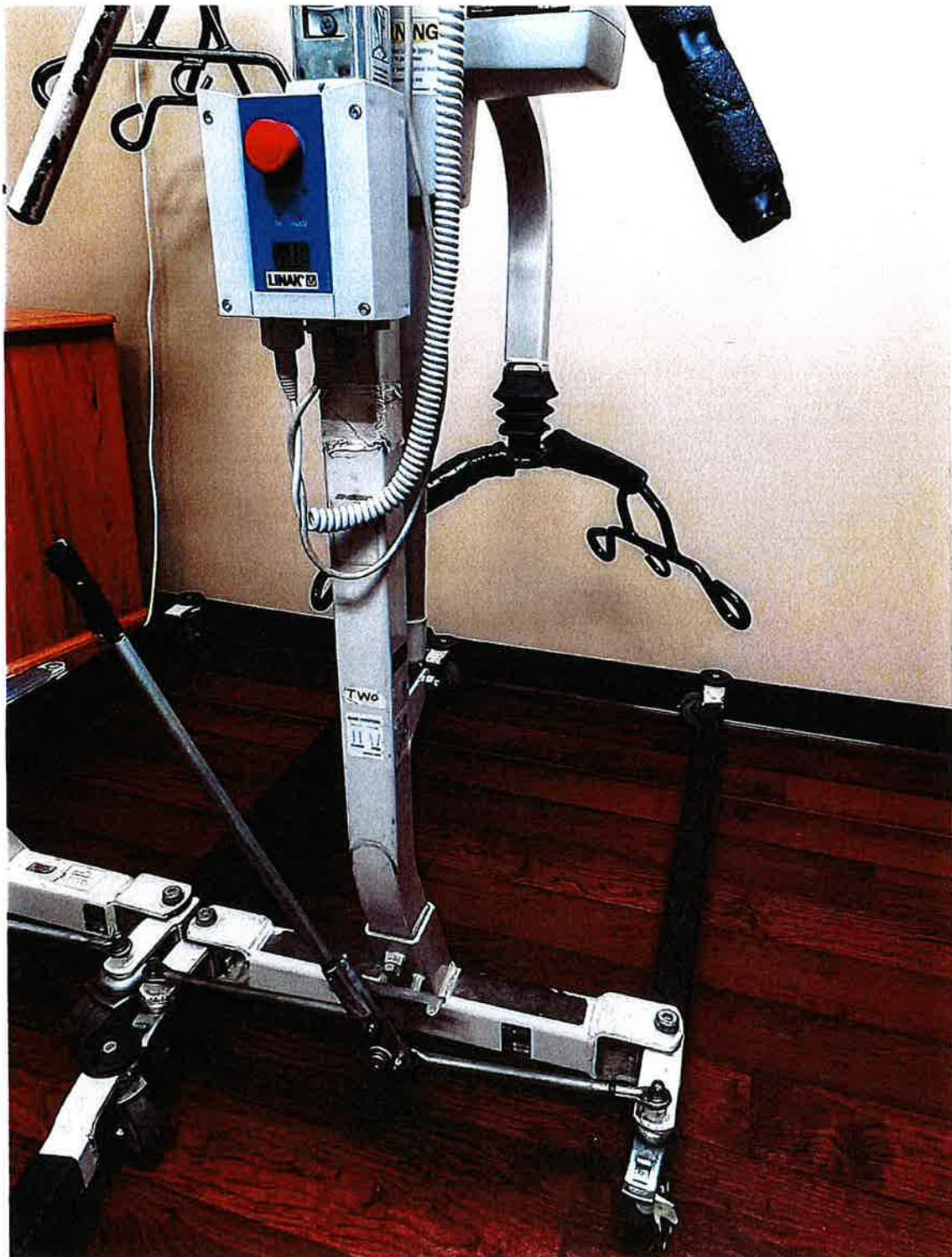
The proposal is more cost effective than currently replacing parts and pieces ad hoc as the parts for these essential items have become cost prohibitive.

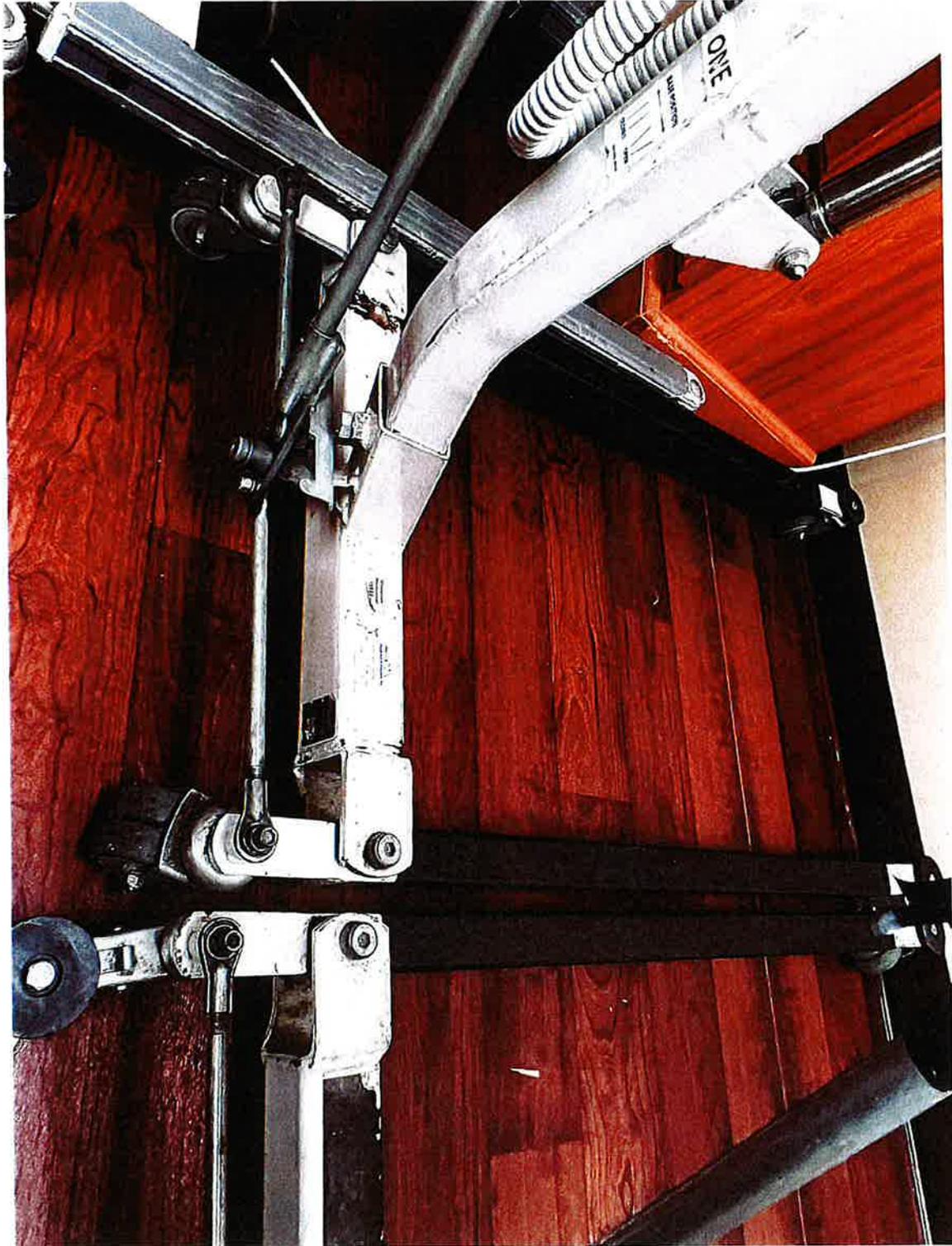


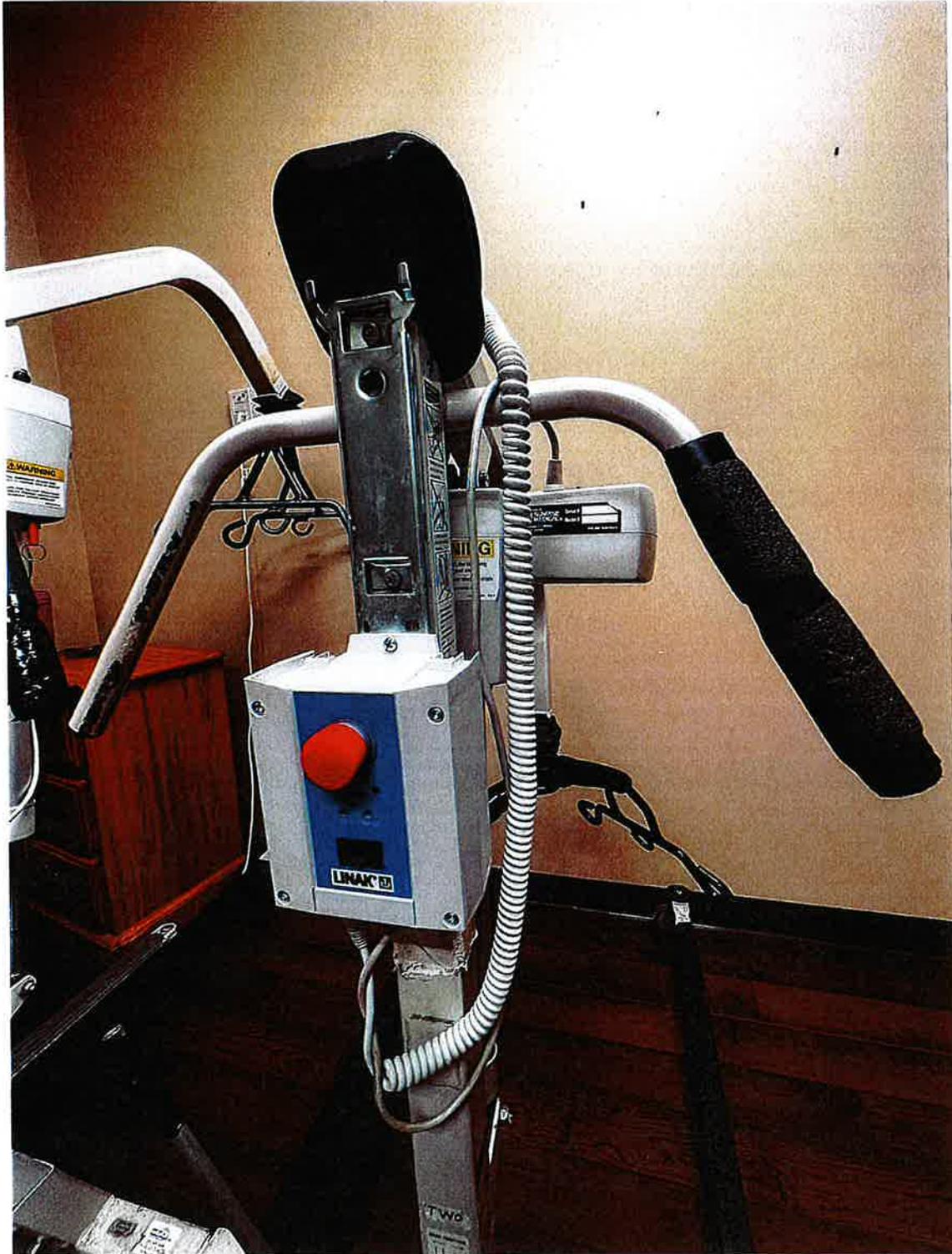
<b>Hoyer Lift Project Line Item Budget</b>			
<b>Products &amp; Services</b>			
3	<b>Item #: 20630</b> <b>Hoyer® Professional Journey Sit-to-Stand Lift, 340 lb. Weight Capacity</b>	\$2,732.99	\$ 8,198.97
6	Item #: 2CJ18 Deluxe Transport Sling – Sling Size: Large	\$ 279.99	\$ 1,679.94
6	Item #: 2CJ17 Deluxe Transport Sling – Sling Size: Medium	\$ 279.99	\$ 1,679.94
6	Item #: 2CJ84 Deluxe Standing Sling - Size: Large	\$ 239.99	\$ 1,439.94
6	Item #: 2CJ83 Deluxe Standing Sling - Size: Medium	\$ 239.99	\$ 1,439.94
2	<b>Item #: 24744</b> <b>Hoyer® Advance Floor Lift, 340 lb. Weight Capacity</b>	\$2,113.99	\$ 4,227.98
4	Item #: 2CK17 Hoyer Professional 6-Point Sling, Quick Fit, Mesh – Sling Size: Large	\$ 260.99	\$ 1,043.96
4	Item #: 2CK16 Hoyer Professional 6-Point Sling, Quick Fit, Mesh – Sling Size: Medium	\$ 260.99	\$ 1,043.96
12	Item #: 32423 Replacement Battery for Hoyer Presence, Arise, Stature, Ascend, Elevate & Journey	\$ 198.99	\$ 2,387.88
12	Item #: C2669 Lift Part, Battery Charger for Hoyer Lift	\$ 264.99	\$ 3,179.88
12	Item #: C2677 Lift Part, Power Cord for Presence Lift Battery Charger	\$ 98.99	\$ 1,187.88
2	<b>Item #: 32419</b> <b>Hoyer HPL700 Bariatric Floor Lift, 700 lb. Weight Capacity</b>	\$3,408.99	\$ 6,817.98
4	Item #: 2CJ62 Hoyer Professional Sling, Quick Fit Padded, 850 lb. Weight Capacity – Sling Size: X-Large	\$ 271.99	\$ 1,087.96
4	Item #: 2CJ61 Hoyer Professional Sling, Quick Fit Padded, 850 lb. Weight Capacity – Sling Size: Large	\$ 271.99	\$ 1,087.96
4	Item #: 2CJ60 Hoyer Professional Sling, Quick Fit Padded, 850 lb. Weight Capacity – Sling Size: Medium	\$ 271.99	\$ 1,087.96



4	<b>Item #: C4728</b> <b>Hoyer HPL500 Floor Lift, Powered, Low-Height Base, 500 lb. Weight Capacity</b>	\$1,937.99	\$ 7,751.96
1	Item #: 2CJ88 Hoyer Professional 6-Point Sling, Quick Fit Padded – Sling Size: X-Large	\$ 267.99	\$ 267.99
1	Item #: 2CJ87 Hoyer Professional 6-Point Sling, Quick Fit Padded – Sling Size: Large	\$ 267.99	\$ 267.99
1	Item #: 2CJ86 Hoyer Professional 6-Point Sling, Quick Fit Padded – Sling Size: Medium	\$ 267.99	\$ 267.99
2	<b>Item #: JY871</b> <b>HPL450 Series Floor Lift, Powered, Low-Height Base</b>	\$2,233.99	\$ 4,467.98
12	Item #: 2CJ88 Hoyer Professional 6-Point Sling, Quick Fit Padded – Sling Size: X-Large	\$ 267.99	\$ 3,215.88
12	Item #: 2CJ87 Hoyer Professional 6-Point Sling, Quick Fit Padded – Sling Size: Large	\$ 267.99	\$ 3,215.88
12	Item #: 2CJ86 Hoyer Professional 6-Point Sling, Quick Fit Padded – Sling Size: Medium	\$ 267.99	\$ 3,215.88
<b>Freight &amp; Delivery Service</b>			\$ 353.55
<b>ESTIMATED TOTAL COST</b>			<b>\$60,617.23</b>

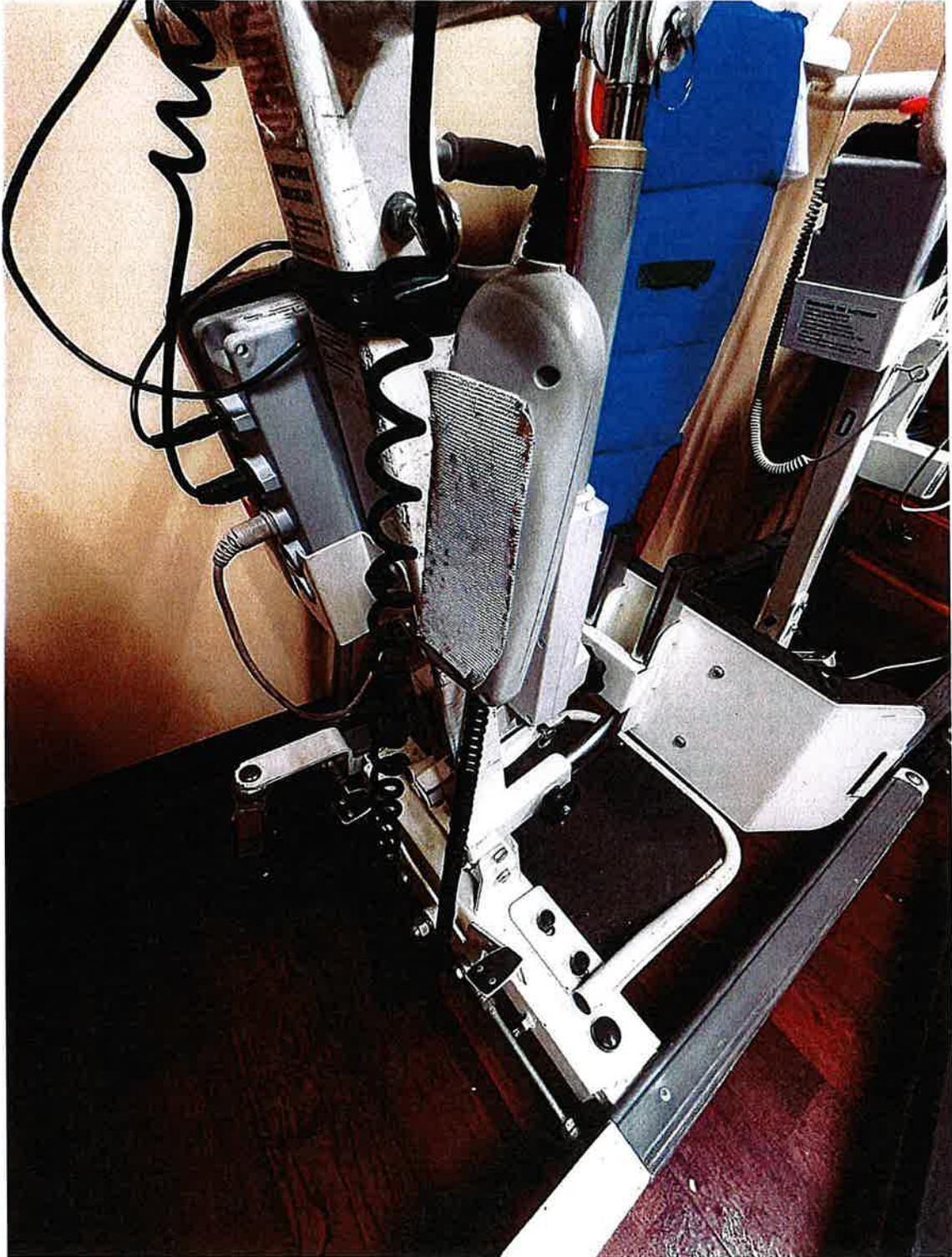


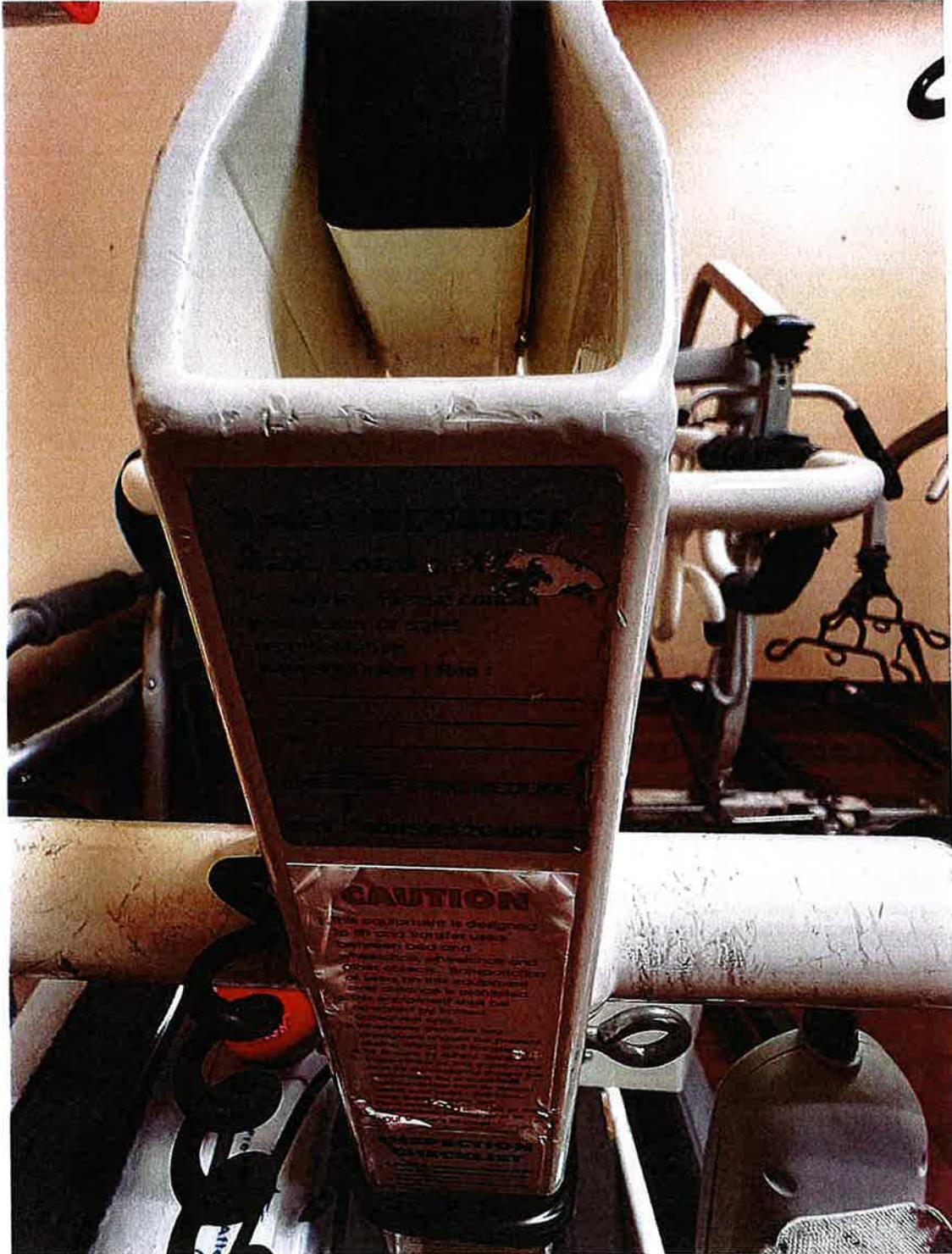














Products & Services Agreement  
**Sayre Healthcare Ctr NH-NAV**

**Kelly Young**  
**Executive Account Manager**  
**(800) 213-4201**  
**[kyoung@directs.com](mailto:kyoung@directs.com)**

Products & Services Agreement  
**Sayre Healthcare Ctr NH-NAV**

Direct Supply Equipment & Furnishings  
A Division of Direct Supply, Inc.  
6767 North Industrial Road  
Milwaukee, WI 53223  
DirectSupply.com

June 15, 2022

Project: 10256025 - Sayre - Lift Grant

Ryan Williams  
Sayre Healthcare Ctr NH-NAV  
3775 Belleau Wood Dr  
Lexington, KY 40517-1804

Dear Ryan:

We're pleased to submit the following Products & Services Agreement to Sayre Healthcare Ctr NH-NAV. Please find attached the following information about your project:

- Signature Page
- Why You Should Buy from Direct Supply
- Cost Summary & Payment Terms
- Product & Service Details

Please review all of this information carefully and call me with any questions. If everything is acceptable, please sign on the following page and return it to me by:

- Fax: 877-450-3764; or
- Email: PS@Directs.com

Thank you for your business. Your satisfaction is our #1 priority.

Sincerely,



**Kelly Young**  
Executive Account Manager  
(800) 213-4201  
kyoung@directs.com

Products & Services Agreement  
**Sayre Healthcare Ctr NH-NAV**

## Signature Page

June 15, 2022

Project: 10256025  
Quote Number: 10536806  
Total Quote: \$60,617.23

### Terms & Conditions

Our Standard Terms and Conditions (<https://www.directsupply.com/legal/products-services-agreement/>) are incorporated into this Agreement and apply to your purchase from Direct Supply.

**By signing below, the above-named Customer acknowledges and agrees that:**

- Customer has reviewed, understands, and agrees to the entire document ("Agreement"), including our Standard Terms and Conditions linked above, which apply to Customer's purchase.
- Customer has read and confirmed the products, quantities, model numbers, colors, prices, specifications, warranties, services, fabrics, freight, logistics and all other terms and conditions.
- No handwritten or other changes by Customer will apply to the prices, payment terms, extension of credit, or any other terms and conditions unless pre-approved in writing by our Vice President.
- This Agreement will become the full, final and binding contract between us with respect to the subject matter described herein once this document is signed or acknowledged (e.g. email) by customer or once we ship products or perform services, whichever comes first.

Each person signing below represents that they have the authority to bind the entity named below.

**Direct Supply Equipment & Furnishings**  
A Division of Direct Supply, Inc.

Accepted by: **Sayre Healthcare Ctr NH-NAV**

By:



By:

\_\_\_\_\_  
Kelly Young  
Executive Account Manager  
(800) 213-4201  
kyoung@directs.com

\_\_\_\_\_  
Name: \_\_\_\_\_  
(Please Print)  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_  
EIN: \_\_\_\_\_

Please check this box if you (customer) do not own the property on which this project will be performed. If you are not the owner, please list the name and address of the owner below.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Once you have signed above, you may return just this page by:  
Fax: 877-450-3764; or Email: PS@DirectSupply.com

## The Direct Supply® Difference

Direct Supply genuinely appreciates this opportunity to present our proposal to Sayre Healthcare Ctr NH-NAV. We believe that the products and services outlined in the following pages will best meet your needs for an efficient and cost-effective completion of your project. Our proposal incorporates a number of key features designed to ensure your complete satisfaction, including the following:

- |                                     |   |
|-------------------------------------|---|
| <b>Dedicated Account Team</b>       | <b>Support that saves you time and money.</b> When you partner with Direct Supply, you not only get a dedicated account manager for each of your communities, but also a complete team of professionals dedicated to ensuring total satisfaction at every level of your organization. In addition to assisting with all day-to-day ordering needs and product questions, we work proactively with our vendors to ensure customer service issues are tracked and resolved in a timely manner, saving you time and money along the way. |
| <b>Expertise</b>                    | <b>Choose the right products for you.</b> Well-versed in the changing regulatory landscape, our dedicated staff is available to help you identify regulatory requirements for your products, address equipment questions, and gather product documentation. We also carefully evaluate the products we sell to make sure they meet our rigorous standards for quality, durability and value. We stay on top of critical industry standard trends and survey requirements so you can focus on providing residents the best care.       |
| <b>Purchasing Power</b>             | <b>Leverage our buying power for increased savings.</b> As the nation's largest supplier of goods and services to the senior care profession, Direct Supply is your single source for the highest quality products at an amazing value. That's because we combine the purchasing power of customers like you and work closely with our respected manufacturing partners to take the cost out of healthcare.   |
| <b>Manufacturer-Direct Shipping</b> | <b>Get your products faster and for less.</b> Almost all of our products ship directly from manufacturers and their warehouses to ensure quick delivery. Because we arrange drop shipping direct from the manufacturer, you can expect shorter delivery times and low freight.  |
| <b>Lifetime Support</b>             | <b>Reduce your total cost of ownership.</b> Direct Supply provides lifetime support for every piece of furniture or equipment you purchase from us. Through our support with everything from selection, delivery and installation to warranty tracking, maintenance and ultimately retirement, we can reduce your total cost of ownership by ensuring you get the most out of your products for as long as you own them.  |
| <b>Industry Advocacy</b>            | <b>Invest in your future.</b> At Direct Supply, we know that when you succeed, we succeed. That's why we invest in your future by being a persistent and passionate advocate in our nation's capital, leading and supporting the most important efforts that are shaping national policy in senior care. When you buy from us, you invest in the future of the profession.  |
| <b>Customer Satisfaction</b>        | <b>Guaranteed.</b> With Direct Supply, you can rest assured that your complete satisfaction is our #1 priority. We want to make sure you always have a great customer experience, so you'll come back to us again and again. You have our word on it.   |

Products & Services Agreement  
**Sayre Healthcare Ctr NH-NAV**

## Cost Summary & Payment Terms

<b>Products &amp; Services:</b>	<b>Total (est.):</b>	<b>\$60,263.68</b>
<b>Freight &amp; Delivery Services:</b>	<b>Total (est.):</b>	<b>\$353.55</b>
	<b>Tax (est.):</b>	<b>\$0.00</b>
	<b>Grand Total:</b>	<b>\$60,617.23</b>

### Payment Terms

Payment terms and any extension of credit will depend on a final credit review by us. Please note that the dollar amount above reflects package pricing and may include estimates for freight and tax. Additional costs or charges may apply if you change the scope of the project, request additional products or services, the delivery or service dates are delayed, tariffs are imposed on the products after the date of this Agreement, or as provided in the attached Standard Terms & Conditions. \* Please note that this pricing is valid for the earlier of 15 days or December 31 of this year, and any shipping charges are estimates and may be subject to change.

Want extended payment terms up to 72 months? Direct Supply customers may qualify for extended financing options through Ascentium Capital. Click [HERE](#) for instant, online payment calculations. Also see Ascentium's [Simple Online Applications](#).

### Freight

Common carrier shipment from manufacturer to your facility. Facility will be responsible for accepting and inspecting all products signed under this Agreement. Upon delivery, please count all packages to confirm that the proper number has arrived as per the Bill of Lading. Note any shortages and/or damages on the delivery receipt, and contact us regarding any shortages and/or damages within 48 hours of the delivery date.

### Liftgate

A liftgate is required to remove the products off the truck to the ground, and may be an additional charge, unless the facility is equipped with a truck height loading dock. Please specify if your facility has a truck height loading dock at the time of order, if not a liftgate will be required.

## Product Details

Quote: 10536806

Item #: 20630	Hoyer® Professional Journey Sit-to-Stand Lift, 340 lb. Weight Capacity	Qty: 3 Each	Price: \$2,732.99	Ext. Price: \$8,198.97
Item #: 2CJ18	Deluxe Transport Sling - SlingSize: Large	Qty: 6 Each	Price: \$279.99	Ext. Price: \$1,679.94
Item #: 2CJ17	Deluxe Transport Sling - SlingSize: Medium	Qty: 6 Each	Price: \$279.99	Ext. Price: \$1,679.94
Item #: 2CJ84	Deluxe Standing Sling - Size: Large	Qty: 6 Each	Price: \$239.99	Ext. Price: \$1,439.94
Item #: 2CJ83	Deluxe Standing Sling - Size: Medium	Qty: 6 Each	Price: \$239.99	Ext. Price: \$1,439.94
Item #: 24744	Hoyer® Advance Floor Lift, 340 lb. Weight Capacity	Qty: 2 Each	Price: \$2,113.99	Ext. Price: \$4,227.98
Item #: 2CK17	Hoyer Professional 6-Point Sling, Quick Fit, Mesh - SlingSize: Large	Qty: 4 Each	Price: \$260.99	Ext. Price: \$1,043.96
Item #: 2CK16	Hoyer Professional 6-Point Sling, Quick Fit, Mesh - SlingSize: Medium	Qty: 4 Each	Price: \$260.99	Ext. Price: \$1,043.96
Item #: 32423	Replacement Battery for Hoyer Presence, Arise, Stature, Ascend, Elevate & Journey	Qty: 12 Each	Price: \$198.99	Ext. Price: \$2,387.88
Item #: C2669	Lift Part, Battery Charger for Hoyer Lift	Qty: 12 Each	Price: \$264.99	Ext. Price: \$3,179.88
Item #: C2677	Lift Part, Power Cord for Presence Lift Battery Charger	Qty: 12 Each	Price: \$98.99	Ext. Price: \$1,187.88
Item #: 32419	Hoyer HPL700 Bariatric Floor Lift, 700 lb. Weight Capacity	Qty: 2 Each	Price: \$3,408.99	Ext. Price: \$6,817.98
Item #: 2CJ62	Hoyer Professional Sling, Quick Fit Padded, 850 lb. Weight Capacity - SlingSize: X-Large	Qty: 4 Each	Price: \$271.99	Ext. Price: \$1,087.96
Item #: 2CJ61	Hoyer Professional Sling, Quick Fit Padded, 850 lb. Weight Capacity - SlingSize: Large	Qty: 4 Each	Price: \$271.99	Ext. Price: \$1,087.96

Products & Services Agreement

# Sayre Healthcare Ctr NH-NAV

Item #: 2CJ60	Hoyer Professional Sling, Quick Fit Padded, 850 lb. Weight Capacity - SlingSize: Medium	Qty: 4 Each	Price: \$271.99	Ext. Price: \$1,087.96
Item #: C4728	Hoyer HPL500 Floor Lift, Powered, Low-Height Base, 500 lb. Weight Capacity	Qty: 4 Each	Price: \$1,937.99	Ext. Price: \$7,751.96
Item #: 2CJ88	Hoyer Professional 6-Point Sling, Quick Fit Padded - SlingSize: X-Large	Qty: 1 Each	Price: \$267.99	Ext. Price: \$267.99
Item #: 2CJ87	Hoyer Professional 6-Point Sling, Quick Fit Padded - SlingSize: Large	Qty: 1 Each	Price: \$267.99	Ext. Price: \$267.99
Item #: 2CJ86	Hoyer Professional 6-Point Sling, Quick Fit Padded - SlingSize: Medium	Qty: 1 Each	Price: \$267.99	Ext. Price: \$267.99
Item #: JY871	HPL450 Series Floor Lift, Powered, Low-Height Base	Qty: 2 Each	Price: \$2,233.99	Ext. Price: \$4,467.98
Item #: 2CJ88	Hoyer Professional 6-Point Sling, Quick Fit Padded - SlingSize: X-Large	Qty: 12 Each	Price: \$267.99	Ext. Price: \$3,215.88
Item #: 2CJ87	Hoyer Professional 6-Point Sling, Quick Fit Padded - SlingSize: Large	Qty: 12 Each	Price: \$267.99	Ext. Price: \$3,215.88
Item #: 2CJ86	Hoyer Professional 6-Point Sling, Quick Fit Padded - SlingSize: Medium	Qty: 12 Each	Price: \$267.99	Ext. Price: \$3,215.88