

**LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT  
COMMUNITY PROJECT AGREEMENT**

**THIS COMMUNITY PROJECT AGREEMENT** ("Agreement") is made and entered into on the \_\_\_\_\_ day of \_\_\_\_\_ 202\_\_\_\_, by and between the Lexington-Fayette Urban County Government, an urban county government of the Commonwealth of Kentucky created pursuant to KRS Chapter 67A ("LFUCG"), 200 East Main Street, Lexington, Kentucky 40507, and GOD'S PANTRY FOOD BANK, a Kentucky nonprofit corporation ("Organization"), with offices located at 2201 INNOVATION DRIVE, LEXINGTON, KENTUCKY 40511.

**WITNESSETH**

**WHEREAS**, the Organization is a 501(c)(3) nonprofit organization, as defined by the Internal Revenue Code, that owns the property (or properties) located at 2201 INNOVATION DRIVE, located in 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. 29-2025, for its "Nonprofit Capital Grants Program," which offers grant awards to Fayette County 501(c)(3) nonprofit organizations who directly provide, or indirectly facilitate, the provision of services to low-income, underserved, or marginalized Lexington-Fayette County residents, and is 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;

**WHEREAS**, the Organization submitted a response to Proposal (RFP) No. 29-2025, seeking funding from LFUCG for operational investment projects and/or capital improvement projects so it can budget appropriate funds to continue providing needed services to Fayette County residents;

**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 January 1, 2026, and shall last until April 30, 2027, unless terminated by LFUCG at an earlier date.
- 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 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 Thirty Thousand Dollars (\$30,000.00) ("Funds") for the completion of the Project. The total amount of Funds the Organization shall receive is divided into separate amounts which shall be allocated for each Project. Thus, the total amount paid for each Project ("Sum") shall not exceed the amounts stated herein:

PROJECT # AND DESCRIPTION	SUM	CAPITAL
1) CERES (ENTERPRISE RESOURCE PLANNING) SOFTWARE UPGRADE	1) \$30,000	1) OPERATIONAL INVESTMENTS

The use of these 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 approved invoice(s) from Organization specifying that nature of work performed, accompanied by data satisfactory to LFUCG to document entitlement to payment for work completed to date. LFUCG shall have thirty (30) days from the date of receipt of the invoice to pay the invoice amount. LFUCG reserves the right to refuse payment if it is determined by LFUCG that any of the work performed on the Projects is inadequate or defective.

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

**5. CONSTRUCTION TERMS.** If applicable, the following terms shall apply to any of the Project(s) above that require construction costs.

- a. Project to be Completed in Workmanlike Manner. Organization shall bid, contract for, and cause to prosecute to completion, the Projects described herein in a good, safe and workmanlike manner, and in compliance with all applicable codes, ordinances, laws and regulations. Organization shall take necessary action to protect the life, health, safety, and property of all personnel on the job site, members of the public, and personnel.
- b. Permits. Organization agrees to obtain all necessary local, state, and federal permits, encroachments, permissions, approvals, etc. in a timely manner and prior to start of construction.
- c. Building Regulations. Organization asserts that it is in full compliance with all applicable provisions of the Lexington-Fayette Urban County Government's Code of Ordinances Chapter 5 – Buildings and Building Regulations, Chapter 7 – Finance and Taxation, Chapter 12 – Housing, and Chapter 16 – Sewage, Garbage, Refuse, and Weeds, or in compliance with Kentucky Department of Housing Buildings and Construction rules and requirements as is appropriate for those state institutions, parcels, or buildings which are subject to state regulations and oversight as opposed to local ordinances and regulations. If the Organization becomes out of compliance with any of these provisions, it will provide written notice to LFUCG immediately. Failure to notify LFUCG and resolve any such matters to the satisfaction of LFUCG may lead to termination of this Agreement for cause.
- d. No Liens. Organization will cause all work to be performed, including all labor, materials, supervision, supplies, equipment, architectural, and engineering services necessary to complete the improvements, in accordance with all applicable standards in the construction industry. The Organization will complete the improvements free from all materialmen's liens and all mechanic's liens and claims. All contracts with subcontractors and materialmen will contain, upon the request of LFUCG, a provision for not less than ten percent (10%) retainage to ensure adequate and complete performance in connection with interim or progress payments hereunder.
- e. Right of Inspection. Organization will permit access by LFUCG to the books and records of Organization related to the Project at reasonable times. In the event LFUCG determines that any work or materials are not substantially in conformance with applicable standards in the construction industry, or are not in conformance with any applicable laws, regulations, permits, requirements or rules of any governmental authority having or exercising jurisdiction thereover or are not otherwise in conformity with sound building practices, LFUCG may stop the work and order replacement or correction of any such work or materials. Such inspection will not be construed as a representation or warranty by LFUCG to any third party that the improvements are, or will be, free of faulty materials or workmanship.

f. Nonliability. This Agreement will not be construed to make LFUCG liable to materialmen, contractors, craftsmen, laborers or others for goods and services delivered by them to or upon the property on which the Project is constructed, or for debts or claims accruing to said parties against the Organization. There are no contractual relationships, either express or implied, between LFUCG and any materialman, contractors, craftsmen, laborers or any other persons supplying work, labor or materials on the job, nor will any third person or persons, individual or corporate, be deemed to be beneficiaries of this Agreement or any term, condition or provisions hereof or on account of any actions taken or omitted by LFUCG pursuant hereto.

**6. 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. ANNUAL AUDIT.** Organization shall comply with the audit requirements of 2 CFR Part 200, Subpart F, if applicable. LFUCG shall also have the option to request an audit of all revenue and expenditures related to this Agreement. If such an audit is requested by LFUCG, the audit shall be conducted by independent certified public accountants at Organization's expense, who shall express an opinion as to whether or not revenue and expenditures during the year audited have conformed to state and local law and regulation. For any audit performed, including a 2 CFR Part 200 audit, a copy of the audit, or clean audit opinion letter from an independent certified public accountant, shall be submitted to LFUCG upon request.

**16. DISPOSITION OF PROPERTY.** Organization agrees that it shall not sell or otherwise dispose of any goods, property, or equipment acquired and/or improved with any portion of the Funds without first obtaining the consent of LFUCG. Organization agrees that this provision shall survive termination of the Agreement, if this Agreement terminates prior to December 31, 2029. If Organization breaches this provision, Organization may be liable to LFUCG for that breach in an amount that shall not exceed the fair market value of the goods, property and/or equipment that it sold or otherwise transferred. LFUCG further reserves the right to enforce this provision through any remedy available at law, equity, or in bankruptcy.

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

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

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

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

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

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

**For Organization:**

Michael J. Halligan, President & CEO  
God's Pantry Food Bank  
2201 Innovation Drive  
Lexington, KY 40502

**For Government:**

Kacy Allen-Bryant , Commissioner of Social Services  
Lexington-Fayette Urban County Government  
200 East Main Street  
Lexington, Kentucky 40507

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

**24. ENTIRE AGREEMENT.** This Agreement shall constitute the entire agreement between the parties and no representations, inducements, promises or agreements, oral or otherwise, which are not embodied herein shall be effective for any purpose. This Agreement shall replace any previous agreement between the parties on the same subject matter.

**THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK**

**SIGNATURE PAGE TO FOLLOW**

**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, Mayor

ATTEST:

\_\_\_\_\_  
Clerk of the Urban County Council

GOD'S PANTRY FOOD BANK

BY: \_\_\_\_\_  
Michael J. Halligan, President & CEO

COMMONWEALTH OF KENTUCKY )

COUNTY OF FAYETTE )

The foregoing instrument was acknowledged before me this the \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_\_\_, by \_\_\_\_\_, a Kentucky nonprofit organization.

My commission expires: \_\_\_\_\_

Commission number: \_\_\_\_\_

\_\_\_\_\_  
Notary Public, State-at-Large, Kentucky



## **EXHIBIT A**

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



# Lexington-Fayette Urban County Government

## Request for Proposals

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The Lexington-Fayette Urban County Government hereby requests proposals for **RFP #29-2025 Nonprofit Capital Grants Program – Operational Investments** to be provided in accordance with terms, conditions and specifications established herein.

Sealed proposals will be received through Ion Wave until **2:00 PM**, prevailing local time, on **October 7, 2025**. All forms and information requested in RFP must be included and attached in Response Attachments tab in Ion Wave.

Proposals received after the date and time set for opening proposals will not be accepted. It is the sole responsibility of the Proposer to assure that his/her proposal is submitted in Ion Wave before the date and time set for opening proposals.

Proposals, once submitted, may not be withdrawn for a period of one hundred twenty (120) calendar days.

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

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.

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

## **Laws and Regulations**

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

## **Equal Employment Opportunity**

The Entity (regardless of whether construction contractor, non-construction contractor or supplier) agrees to provide equal opportunity in employment for all qualified persons, to prohibit discrimination in employment because of race, color, religion, sex (including pregnancy, sexual orientation or gender identity), national origin, disability, age, genetic information, political affiliation, or veteran status.

## **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 contractor is expressly required to comply with the Kentucky Equal Opportunity Act of 1978 (KRS 45.560 to KRS 45.640)

### **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 Procurement 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 Procurement or (2) submitting a written request for a meeting with the Director of Procurement 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 Procurement 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 Procurement 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 Procurement or (2) submitting a written request for a meeting with the Director of Procurement 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 Procurement shall in writing, affirm or withdraw the recommendation.

**SELECTION CRITERIA:**

1. Directly Provide or Indirectly Facilitate the Provision of Services to Low-income, Underserved, or Marginalized Lexington-Fayette County Residents. 20%
2. Demonstrated Need 20%
3. Applicant Capacity for Project and Meeting LFUCG Requirements. 20%
4. Operational Feasibility 20%
5. Cost Analysis 20%

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.

The LFUCG reserves the right to request clarification of any proposal from prospective vendors, or to interview any vendor to further discuss their submitted proposal. The LFUCG further reserves the right to select more than one vendor as a preliminary finalist that will be required to make an oral presentation to the LFUCG. The LFUCG reserves the right to amend its final scoring of the proposals based upon information provided during such a presentation as long as the proposal does not materially differ from the written proposal submitted by the vendor.

**Questions shall be submitted via IonWave at: <https://lexingtonky.ionwave.net>**

### AFFIDAVIT


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

1. His/her name is Michael J. Halligan and he/she is the individual submitting the proposal or is the authorized representative of God's Pantry Food Bank, 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 Procurement to verify the above-mentioned information with the Division of Revenue and to disclose to the Urban County Council that taxes and/or fees are delinquent or that a business license has not been obtained.
5. Proposer has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky within the past five (5) years and the award of a contract to the Proposer will not violate any provision of the campaign finance laws of the Commonwealth.
6. Proposer has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as "Ethics Act."

**Continued on next page**

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

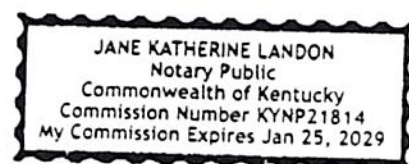
Further, Affiant sayeth naught.

  
\_\_\_\_\_  
STATE OF Kentucky  
COUNTY OF Fayette

The foregoing instrument was subscribed, sworn to and acknowledged before me  
by Jane K. Landon Michael J. Halligan on this the 30 day  
of September, 2025.

My Commission expires: January 25, 2029

  
\_\_\_\_\_  
NOTARY PUBLIC, STATE AT LARGE





## EQUAL OPPORTUNITY AGREEMENT

### Standard Title VI Assurance

The Lexington Fayette-Urban County Government, (hereinafter referred to as the "Recipient") hereby agrees that as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation, it will comply with Title VI of the Civil Rights Act of 1964, 78Stat.252, 42 U.S.C. 2000d-4 (hereinafter referred to as the "Act"), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, (49 CFR, Part 21) Nondiscrimination in Federally Assisted Program of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the "Regulations") and other pertinent directives, no person in the United States shall, on the grounds of race, color, national origin, sex, age (over 40), religion, sexual orientation, gender identity, veteran status, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient receives Federal financial assistance from the U.S. Department of Transportation, including the Federal Highway Administration, and hereby gives assurance that will promptly take any necessary measures to effectuate this agreement. This assurance is required by subsection 21.7(a) (1) of the Regulations.

### 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.
- 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 handicap.*

- 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.

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The Lexington-Fayette Urban County Government practices Equal Opportunity in recruiting, hiring and promoting. 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 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.

  
\_\_\_\_\_  
Signature

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



## GENERAL PROVISIONS

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

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

2. Failure to submit ALL forms and information required in this RFP may be grounds for disqualification.
3. Addenda: All addenda and IonWave Q&A, 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. 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.
20. 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.

  
Signature

  
Date





Lexington-Fayette Urban County Government  
Request for Proposals

**Nonprofit Capital Grant Program**  
**Operational Investments**  
**Scope of Work**

**Description:** The Nonprofit Capital Project Grants Program is an 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 Lexington-Fayette Urban County Government (LFUCG) general fund dollars and are subject to LFUCG 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.

- **NOTE: Agencies who received funding from the Nonprofit Capital Grant Program in 2024 are not eligible to apply or to receive funds.**

**Purpose:** To provide a **one-time grant** to local 501(c)(3) agencies for major capital projects for Operational Investments, for the 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. ON October 7, 2025**

**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

### A. 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, 2027**.

LFUCG intends to award multiple proposals with funding via LFUCG general fund.

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

The Subrecipient agrees that it shall spend the entire amount of funds provided under this Agreement before April 30, 2027.

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

If it becomes apparent to the grant recipient that it will be unable to complete the Project either in the manner or for the amount described in this Agreement, then the grant recipient 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 grant recipient fails to use any amount of funds provided under the Agreement within the time of performance (by April 30, 2027), grant recipient forfeits those funds.

### B. Proposal Submission

In order to be considered, proposals must be received by **October 7, 2025 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.

**C. 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 October 1, 2025 at 2:00 PM EST**

**D. 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.

**E. Timeline**

This Request for Proposals is being released on September 3, 2025, and is made available to the public and all potentially eligible applicants. **An informational and question and answer meeting will be held on Teams on Thursday, September 11, 2025 at 2 PM EST**

**[Click here to Join September 11, 2025 at 2 PM Technical Q&A TEAMS Meeting](#)**

**Meeting LINK: [Join the meeting now](#)**

**Meeting ID: 229 729 603 779 0**

**Passcode: K5kq7Hz3**

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 October 7, 2025. **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 in November 2025. 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.**

**F. Evaluation**

This is a competitive grant process, with Proposals evaluated by a neutral panel selected by the Commissioner of Social Services, all of whom have no affiliation with any applicant.

In evaluating whether to ultimately award funding to an agency, the Lexington-Fayette Urban County Government may consider how much funding, if any, an agency has previously received from LFUCG during the same funding cycle, and reserves the right to not fund, or to reduce the amount of funding that an agency might otherwise receive, based upon such an evaluation.

Scoring criteria are outlined in Section 4.0 Evaluation.

**G. Selection**

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

**H. Reporting**

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>. 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
- 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. 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 2025 Gold Seal of Transparency or higher level agency portrait on [Candid.org](https://candid.org).  
[Learn how to earn your 2025 Gold Seal of Transparency on Candid here.](#)
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**

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.

### **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, 2027

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

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

### 3.0 SCOPE

Agencies may apply for a grant to assist with a capital project of a **minimum of \$13,000 in Operational Investments** (*Agencies may bundle Operational Investments projects to meet the \$13,000 minimum*). **Maximum award is \$30,000.**

#### 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 that are primarily affiliated with, or funded through, an educational institution (e.g., a public or private school or the Fayette County Board of Education) are not eligible to receive funds.
- **All funds awarded must be spent by grantees before April 30, 2027.**
- ***NOTE: Agencies who received funding from the Nonprofit Capital Grant Program in 2024 are not eligible to apply or to receive funds.***

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

- A. Information Technology & Telecommunication (*Servers, Computer Systems, Database Systems, etc.*)
- B. Fleet and Mobile Service Units
- C. Generators, Alternative Power Supply
- D. Security Cameras, Safety Controls
- E. Other Major Operational Equipment

#### Grant Award Allocation

##### ***Operational Investments***

Funding Pool *	\$180,600
Minimum Request **	\$13,000
Maximum Request	\$30,000

***\*\*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).***

*LFUCG reserves the right to adjust funding amounts.*

## 4.0 EVALUATION & CRITERIA

Factor	Points
<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 LFUCG 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:

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 2023 Gold Seal of Transparency or higher level agency portrait on [Candid.org](https://candid.org)  
*If you haven't updated your 2022 Gold Seal, you will need to log into Candid and do so. Learn how to earn your 2023 Gold Seal of Transparency on Candid:*  
<https://help.candid.org/s/article/Go-for-the-Gold>
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

### **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**

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.

#### **4.4 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

#### **4.5 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. Line item Budgets for each Grant Project requested and the Agency Budget

*LFUCG reserves the right to adjust funding amounts.*

**PROPOSAL SUBMITTAL COVER SHEET**

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**Agency Information**

Agency Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Street Address: \_\_\_\_\_

Phone: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

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 [Candid.org](https://www.candid.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):  
\_\_\_\_\_  
\_\_\_\_\_Person Completing Application (Name, Title, Phone, Email):  
\_\_\_\_\_  
\_\_\_\_\_**Project Information****Funding Requested by Project, if bundling multiple Projects:**Project: \_\_\_\_\_ Request \$ \_\_\_\_\_  
Operational Investment projectProject: \_\_\_\_\_ Request \$ \_\_\_\_\_  
Operational Investment projectProject: \_\_\_\_\_ Request \$ \_\_\_\_\_  
Operational Investment projectProject: \_\_\_\_\_ Request \$ \_\_\_\_\_  
Operational Investment project**Total Funding Amount Requested: \$** \_\_\_\_\_

- 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.
- Total Funding Pool is \$180,600. Minimum Total Request per agency is \$13,000; Maximum Total Request per Agency is \$30,000
- If applying for/bundling multiple projects, submit a 5 section narrative for each project.

**EXHIBIT B**

**Response to Request for Proposal**

**PROPOSAL SUBMITTAL COVER SHEET**

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**Agency Information**Agency Name: God's Pantry Food BankMailing Address: 2201 Innovation Drive; Lexington, KY 40511Street Address: 2201 Innovation Drive; Lexington, KY 40511Phone: (859) 255 - 6592

Is your Agency registered with the IRS as a 501(c)(3) organization?

☒ Yes ☐ No*Note: Agencies **must** be registered with the IRS as a 501(c)(3) organization to be eligible for this grant program funding.*Does your agency have a Gold Seal of Transparency or higher profile on [Candid.org](https://www.candid.org)?☒ Yes ☐ No*Note: Agencies **must** have a Gold Seal of Transparency or higher profile with GuideStar.org to be eligible for this grant funding.*

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

Michael J. Halligan, President & CEO, 859-288-5311, mhalligan@godspantry.org

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

Katie Landon, Grants & Corporate Relations Officer, 859-288-5328, katie@godspantry.org**Project Information****Funding Requested by Project, if bundling multiple Projects:**Project: Ceres (Enterprise Resource Planning) Software Upgrade Request \$ 30,000  
Operational Investment projectProject: \_\_\_\_\_ Request \$ \_\_\_\_\_  
Operational Investment projectProject: \_\_\_\_\_ Request \$ \_\_\_\_\_  
Operational Investment projectProject: \_\_\_\_\_ Request \$ \_\_\_\_\_  
Operational Investment project**Total Funding Amount Requested: \$ 30,000**

- Save this PDF formatted Proposal Submittal Cover Form to your hard drive before beginning to enter responses in it to ensure your responses are saved to the form.
- Total Funding Pool is \$180,600. Minimum Total Request per agency is \$13,000; Maximum Total Request per Agency is \$30,000
- If applying for/bundling multiple projects, submit a 5 section narrative for each project.



## **.RFP #29-2025 Nonprofit Capital Grants Program-Operational Investments**

### **Project Narrative-God's Pantry Food Bank**

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

God's Pantry Food Bank is a 501(c)(3) nonprofit and Feeding America partner food bank located in Lexington, Kentucky. The food bank was founded by native Lexingtonian Mim Hunt in 1955 as a small food pantry supporting neighbors experiencing food insecurity in her local community. Supporters of her efforts coined the work as "Mim's Pantry" but because of her strong religious convictions she preferred the name "God's Pantry" which carried through to our eventual incorporation in 1979 as God's Pantry Crisis Food Center.

Joining Feeding America's national network of food banks in 1984, God's Pantry Food Bank has grown to serve 50 Kentucky counties as the state's largest food bank, partnering with over 500 local food pantries and meal programs. The Food Bank sources, gathers, and stores food and grocery products. Food is then given to Kentuckians facing hunger through our network of partner meal programs and food pantries, or through our own targeted programs. The mission of God's Pantry Food Bank is reducing hunger by working together to feed Kentucky communities. In homage to Mim and our early roots, we have kept part of our early name, but we do not have a religious affiliation.

Specific to Fayette County, recent Map the Meal Gap data notes that one in seven residents (or around 47,000 adults, children, teens, and seniors) experience food

insecurity. To combat this statistic, God's Pantry Food Bank partners with numerous nonprofits throughout the county, distributing 5.8 million pounds of food into the community last fiscal year through partners like Bluegrass Community and Technical College, Community Action Council, Food Chain, Hope Center, Lexington Senior Center, Lighthouse Ministries, Moveable Feast, Nathaniel Mission, and dozens of others.

Along with providing food through our network of community partners, we continue to operate our legacy program, the Fayette County Pantry Program. Presently, we have five pantry locations in Fayette County: Central Christian Church (downtown), St. Luke United Methodist Church (Alumni Drive), Community Action Council (Cambridge Drive), Northside Branch of the Lexington Public Library (Russell Cave Road), and The Pantry at 817 Winchester Road. In our last fiscal year, this program provided food to over 38,000 households in Fayette County. Each food pantry in this program offers neighbor choice, a grocery store-style shopping opportunity where neighbors can select items that fit their households' food preferences.

Other programs operated by God's Pantry Food Bank that directly serve Fayette County residents are: the BackPack, School Pantry, Summer Meals, and Kids Cafe programs focused on kids and teens, the Commodity Supplemental Food Program aimed at people 60 years of age and older, and the Mobile Market, our grocery store on wheels in partnership with LFUCG and Kroger, targeted for communities that may have food access barriers like lack of transportation. We also help households apply to receive helpful SNAP benefits, ensuring they have access to food dollars to spend at local grocery stores or markets.

Overall, we've become synonymous with food access and assistance in Fayette County over the last 70 years. We appreciate the opportunity to amplify this work alongside the Lexington-Fayette Urban County Government to further benefit the residents of our community.

## **Section 2: Demonstrated Need**

God's Pantry Food Bank is requesting funds for a crucial upgrade from our current Enterprise Resource Planning software, Ceres 5.0, to a later version, Ceres 6.0. Ceres is the software used by our team in a multitude of ways, from inventory control to accounting functions, and the older version will soon be obsolete, necessitating this upgrade.

A key component of our warehousing operations is the ability to receipt, store, and distribute large quantities of food throughout our service area (as mentioned above, over 5 million pounds of food were distributed in Fayette County alone last fiscal year). Ceres functions as our inventory database and was designed specifically for food banks to create efficiencies in operations.

When any product arrives at our food bank, it is weighed and categorized by type (e.g. fresh produce, protein, etc.). Each pallet receives a physical pallet tag with a barcode that can track the date received, poundage of the item, and type of item; a more detailed log is kept on a virtual item card within the database. Pallets can get scanned out directly to a program such as the Fayette County Pantry Program, or individual cases of items can be selected for programs like Cardinal Valley Elementary Backpack or Leestown Middle School Pantry. Once picked up or delivered, orders are then invoiced through Ceres, and we can trace where every case or pallet of food ended up.

In addition to applications in warehousing and inventory, Ceres is our financial database, tracking all accounting functions, including program budgets and expenditures. It also keeps track of our Agency Services information, such as information on all partners that receive food from us, their contact information, addresses, and more. This information is stored and utilized when our team is figuring out logistics like trucking schedules or monitoring visits.

Overall, Ceres and the procedures associated with it have many benefits, including the following:

- Accurate inventory records on incoming and outgoing shipments. We receive shipments from a variety of sources. Food that is donated requires timely receipt to the donor, usually a food manufacturer or processor. Food that is purchased requires prompt receipting and payment. Food provided by government programs like those through the USDA requires extra attention when cataloging. Regardless of source, Ceres streamlines the process so we can create accurate and timely invoices or receipts for all incoming and outgoing goods.
- Proper rotation of inventory. We utilize FIFO (first in, first out) to ensure we maintain minimal food waste.
- Assessment of our services across our region. We can determine if there are counties or regions that need additional support based on poundage of food distributed per county compared to number of people experiencing food insecurity in those regions. We call this MPIN, or meals per person in need, and we assess each month and make changes in our services accordingly.

- Prioritization of certain types of food. Our food bank has a goal of at least one-third of total poundage to be distributed in the form of fresh produce to improve health benefits for those receiving our support. Monthly Ceres reports total up fresh fruits and vegetables distributed so we can track these numbers against our total distribution.
- Food safety adherence. We have traceability of all products that we have distributed, which is particularly helpful in the case of national food recalls. We can isolate or call back products because we are able to keep track of our inventory meticulously.
- Financial accountability. All finance functions are tracked utilizing Ceres, including accounts payable and receivable.

Ceres 5.0 will no longer be hosted by Feeding America starting in January 2027. The typical replacement timeline for Ceres is 20-24 weeks, so this is a project we would like to undertake in early 2026. Ceres 5.0 will completely age out in mid-2027 and no longer have the necessary support services or security features needed, further necessitating our upgrade to Ceres 6.0 so we can maintain the current efficiencies in inventory control, accounting, and food distribution. Although there is other Enterprise Resource Planning software on the market, Ceres was designed specifically for food banks and requires few customizations or changes, making it the best solution for our organization.

Without this critical technology, our ability to accept, store, and distribute food would be greatly diminished, hindering our ability to fulfill our mission. Simply put, we would not be able to distribute nearly as much food as we do now, and we would certainly not be

able to keep track of where it was going. This ultimately means fewer people would have access to the food they need to create nourishing meals for themselves and their loved ones.

### **Section 3: Applicant Capacity for Project**

God's Pantry Food Bank has shown considerable capacity to complete capital projects like the one funded in the first round of Nonprofit Capital Grants offered by LFUCG in 2022. Our organization received and managed an award of \$479,833 through this process and the results were incredible. A previously underutilized building at 817 Winchester Road was transformed into a multi-use space that houses a neighbor choice food pantry along with the Volunteer Center for our organization. Every month, around 3,000 households shop for groceries at this location. In addition, volunteers assist us with needed projects like food sorting and food box packing in this space weekly. Since opening, roughly 8,331 volunteers have logged over 16,000 hours with us. Those volunteers represent local individuals, civic groups, churches, students, and businesses who connected with our organization for the benefit of our community.

We also maintain thorough records for our LFUCG Extended Social Resource (ESR) Grant, funding that provides a portion of the funding for the Fayette County Pantry Program, along with managing several other government grants including USDA and Kentucky Department of Agriculture awards.

This careful recordkeeping is led by our VP of Finance and Support Services, David Norman, who has over 20 years of experience in accounting/finance and manages a team consisting of a Senior Accountant, two Finance/Accounting Specialists, and IT and Inventory Control staff. We also have a dedicated Grants and Corporate Relations

Officer with 12 years of experience at the food bank who prepares applications, reports, and other necessary documents. Between these team members and the rest of our staff, we feel confident in our ability to manage and implement this project.

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

We have already received a price estimate along with a sample timeline from WYE Core, a business technology vendor. WYE has been selected to assist with our upgrade because they are the original developer of Ceres and a preferred vendor through Feeding America (FA), the national network of food banks. Their proposed timeline is 22 weeks in length and could start as soon as February 2026. Their suggested steps in brief are as follows:

- Kickoff/Project Initiation, Weeks 1-2. Review SOP documents and define roles and responsibilities of staff.
- Analysis, Weeks 3-7. Determine differences between old and new procedures, review reports, and evaluate capabilities of both databases.
- Test Upgrade, Weeks 8-12. Establish database utilizing legacy data.
- Testing/Training, Weeks 13-18. Testing and training for necessary staff.
- System Cutover, Week 19. Implement new system during off-business hours to ensure minimal disruptions to workflow.
- Ceres Go-Live and Support, Weeks 20-22. Use the database for normal functions, with WYE Core staff available for support during the nascent stages.

The primary staff working on the upgrade will be our tech team, Peter Canon, IT Manager, and Canaan Jarrard, our IT Specialist. Peter has been with God's Pantry

Food Bank for three years and has a strong background in Computer and Information Technology. Canann is a recent employee but comes to our organization with 7+ years in IT security and networking. The IT Team will coordinate with WYE throughout the entire process.

We will also have staff members representing different departments involved in the upgrade: Accounting, Agency Services, Inventory Control, and Warehousing. Staff members in each of these departments already use our current database but will also be involved in various stages of the upgrade for testing, training, and go-live based on their roles and responsibilities. Of special note are our Inventory Control team because of their tenure with the food bank and expertise on the current platform. Renee Wilson, Inventory Control Officer, has been at God's Pantry Food Bank since 2008. Peter Paterson, Food Procurement and Reporting Officer, has been with us since 1999. They will both be Super Users and heavily involved in the design, training, and implementation of Ceres 6.0.

Ideally, we would like to secure funding for this project before we sign our contract with WYE. In addition to this application, we have submitted a complementary request to The King's Daughters and Sons Foundation of Kentucky, a foundation we have received funding from frequently since 2015. If these two requests were granted, our project would be fully funded. If these requests are not granted, we will have to seek additional funders who have an interest in capital upgrades or utilize general operating funds to complete the project. Because of Ceres' essential nature, we will have to ensure these upgrades are completed before the end-of-life date for the system in mid-2027 regardless.



## **Section 5: Cost Analysis**

The budget for this project is straightforward; the entire database upgrade including all steps listed in Section 4 of this document will be \$51,500. This includes the cost of the software as well as a designated WYE Project Manager who will walk us through the entire upgrade and provide support during the process. There are other monthly or user-based fees, but we are not including those costs in this request because they are recurring expenditures that we plan for each year when using any version of Ceres, such as an annual maintenance fee or user license fees.

WYE works closely with Feeding America (FA) to ensure we can continue to host through the FA server. FA charges partner food banks a nominal hosting fee and provides Tier 1 user assistance for this product. This is a cost savings compared to self-hosting or utilizing other vendors for this service and includes database and server backups, enhanced security, and regular server updates. Because of these factors, there are not comparable alternatives for vendors or pricing. We will attach the cost estimate from WYE along with this proposal.

Thank you for your consideration of this request to better equip our organization with the upgraded, comprehensive database needed to continue our vital food access and food security work across Fayette County.

**God's Pantry Food Bank****Ceres 6 Estimate\*****June 13, 2025**

<b>Ceres 6.0 Implementation</b>	<b>Frequency</b>	<b>Estimate*</b>	<b>Note</b>
Database Upgrade	One Time	\$ 51,500	
Report Customizations	One Time	\$ 1,250	Per Customized Report
<b>Licenses</b>			
Dynamics 365-BC License - Maintenance	Yearly	\$ 9,565.74	Next Annual Payment Date: 11/06/25
Ceres License	Monthly	\$ 600	20 Assigned Full User Licenses @ \$30 0 Assigned Limited User Licenses @ \$10 0 Device License @ \$20
<b>Hosting Ceres with Wye</b>			
Ceres Hosting	Monthly	n/a	0 Assigned Full User Licenses @ \$30 0 Assigned Limited User Licenses @ \$10 0 Device License @ \$20
Replicated Database	Monthly	n/a	Recommended for 3 <sup>rd</sup> Party Data Connections Tier 1 = \$200, Tier 2 = \$300, Tier 3 = \$500
Backup	Monthly	n/a	Optional Access to Daily Backup \$60

*Information from Wye Core June 2025*



## Organizational Budget

### FY26 (July 1, 2025-June 30, 2026)

Revenue Over Expenses	(\$3,064,464)
<b>Revenue</b>	<b>\$12,200,000</b>
Donations	\$7,000,000
Government Support	\$3,150,000
Agency Revenue	\$1,750,000
Investment Income	\$300,000
<b>Expenses</b>	<b>\$15,264,464</b>
Wages & Other Labor	\$4,923,185
Food Acquisition	\$4,500,000
Employee Benefits	\$1,314,487
Occupancy	\$994,800
Transportation	\$945,000
Interest	\$700,000
Promotional	\$560,000
Payroll Taxes	\$378,372
Technology	\$230,000
Professional Services	\$215,000
Supplies	\$190,000
Equipment Rental/Maintenance	\$85,000
Miscellaneous/Other Insurance	\$75,000
Dues/Fees	\$53,620
Postage	\$50,000
Travel	\$50,000

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