

R-482-2022

C-247-2022

COMMUNITY PROJECT AGREEMENT

THIS COMMUNITY PROJECT AGREEMENT (“Agreement”), is made and entered into on the 11th day of October 2022, by and between the **LXINGTON-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 **BIA EDUCATION FOUNDATION, INC.**, a Kentucky nonprofit corporation, (“Organization”) with offices located at 3146 Custer Drive, Lexington, Kentucky 40517.

WITNESSETH

WHEREAS, the Organization is a 501(c)(3) nonprofit organization, as defined by the Internal Revenue Code, that has a long-term lease on the property located at 650 Kennedy Road, 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)"), and 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 **THREE HUNDRED FORTY THREE THOUSAND ONE HUNDRED ONE DOLLARS (\$343,101)** ("**Funds**") for the completion of a capital improvement project on its facilities located at 650 Kennedy Road. The uses of the Funds are limited to the Projects described in this Agreement, and may not be spent by the Organization for any other purpose without the prior written consent of LFUCG. Absent any additional written agreement stating otherwise, any travel or other expenses are excluded from the above payment schedule.

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

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

5. **CONSTRUCTION TERMS.** The following terms shall apply to any construction costs incurred during the completion of the Project:

a. **Project to be Completed in Workmanlike Manner.**

Organization shall bid, contract for, and cause to prosecute to completion, the Projects described herein in a good, safe and workmanlike manner, and in compliance with all applicable codes, ordinances, laws and regulations. Organization shall take necessary action to protect the life, health, safety, and property of all personnel on the job site, members of the public, and personnel.

b. **Permits.**

Organization agrees to obtain all necessary local, state, and federal permits, encroachments, permissions, approvals, etc. in a timely manner and prior to start of construction.

c. **Building Regulations.**

Organization asserts that it is in full compliance with all applicable provisions of the

Lexington-Fayette Urban County Government's Code of Ordinances Chapter 5 – Buildings and Building Regulations, Chapter 7 – Finance and Taxation, Chapter 12 – Housing, and Chapter 16 – Sewage, Garbage, Refuse, and Weeds, or in compliance with Kentucky Department of Housing Buildings and Construction rules and requirements as is appropriate for those state institutions, parcels, or buildings which are subject to state regulations and oversight as opposed to local ordinances and regulations. If the Organization becomes out of compliance with any of these provisions, it will provide written notice to LFUCG immediately. Failure to notify LFUCG and resolve any such matters to the satisfaction of LFUCG may lead to termination of the Agreement for cause.

d. No Liens.

Organization will cause all work to be performed, including all labor, materials, supervision, supplies, equipment, architectural, and engineering services necessary to complete the improvements, in accordance with all applicable standards in the construction industry. The Organization will complete the improvements free from all materialmen's liens and all mechanic's liens and claims. All contracts with subcontractors and materialmen will contain, upon the request of LFUCG, a provision for not less than ten percent (10%) retainage to ensure adequate and complete performance in connection with interim or progress payments hereunder.

e. Right of Inspection.

Organization will permit access by LFUCG to the books and records of Organization related to the Project at reasonable times. In the event LFUCG determines that any work or materials are not substantially in conformance with applicable standards in the construction industry, or are not in conformance with any applicable laws, regulations, permits, requirements or rules of any governmental authority having or exercising jurisdiction thereover or are not otherwise in conformity with sound building practices, LFUCG may stop the work and order replacement or correction of any such work or materials. Such inspection will not be construed as a representation or warranty by LFUCG to any third party that the improvements are, or will be, free of faulty materials or workmanship.

f. Nonliability.

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

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

a. The Organization acknowledges and certifies that it has not been debarred or suspended and further acknowledges and agrees that it must comply with regulations regarding debarred or suspended entities in accordance with 24 CFR § 570.489(l). Funds may not be provided to excluded or disqualified persons.

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

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

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

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

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

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

8. **REPORTING.** Organization shall provide LFUCG with timely quarterly reports and updates related to the completion of the Projects in the form and manner reasonably specified by LFUCG.
9. **REGISTRATION; COMPLIANCE; AUTHORITY TO SIGN.** Organization shall be lawfully registered or authorized to do business in the Commonwealth of Kentucky and Lexington-Fayette County and shall at all times comply with any and all applicable federal, state, and local laws, ordinances, and regulations. LFUCG may request proof that Organization has timely filed federal, state, or local tax forms which shall be provided by Organization on a timely basis. The person signing this Agreement on behalf of Organization is fully authorized to do so.
10. **INSURANCE; INDEMNITY.** The Risk Management Provisions in Exhibit “A” are incorporated herein as if fully stated.
11. **RECORDS.** Organization shall keep and make available to LFUCG any records related to this Agreement as are necessary to support its performance of the services for a period of at least five (5) years following the expiration or termination of this Agreement, or as otherwise required depending upon the source of funds. Books of accounts shall be kept by Organization and entries shall be made therein of all money, goods, effects, debts, sales, purchases, receipts, payments and any other transactions of Organization related to this Agreement and shall be made available to LFUCG upon request.
- a. LFUCG shall be the owner of all final documents, data, studies, plans, reports, and information prepared by Organization under this Agreement.
- b. Organization understands and agrees that this Agreement and any related documents may be subject to disclosure under the Kentucky Open Records Act and will comply with any reasonable request by LFUCG to provide assistance with such a request.
12. **ACCESS.** Organization shall allow LFUCG any necessary reasonable access to monitor its performance under this Agreement.
13. **CONTRACTUAL RELATIONSHIP ONLY.** In no event shall the parties be construed, held or become in any way for any purpose the employee of the other party, or partners, associates or joint ventures in the conduct of their respective endeavors or otherwise.
14. **EQUAL OPPORTUNITY; FAIRNESS ORDINANCE.** Organization shall provide equal opportunity in employment for all qualified persons, and shall (a) prohibit discrimination in employment because of race, color, creed, national origin, sex, age, sexual orientation, gender identity, or handicap, (b) promote equal employment through a positive, continuing program of equal employment, and (c) cause any subcontractor or agency receiving funds provided pursuant to this Agreement to do so. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices. Organization agrees to comply with LFUCG’s Fairness Ordinance (Ordinance No. 201-99) and all sources of applicable law, including those specified in any Exhibit attached to this Agreement and incorporated herein by reference.

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

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

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

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

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

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

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

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

For Organization:

Todd Johnson, Executive Director
BIA Educational Foundation, Inc.
3146 Custer Drive
Lexington, Kentucky 40517
Todd@BIACentralKY.com

For Government:

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

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

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

THE REMAINDER OF THIS AGREEMENT IS INTENTIONALLY LEFT BLANK

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

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

BY: Linda Gorton
Linda Gorton, Mayor

ATTEST:

Marianne Stock
Deputy Clerk of the Urban County Council

BIA EDUCATIONAL FOUNDATION, INC.

BY: Todd Johnson
Todd Johnson, Executive Director

COMMONWEALTH OF KENTUCKY)
COUNTY OF FAYETTE)

The foregoing instrument was acknowledged before me this the 5th day of October, 2022, by Todd Johnson, Executive Director of BIA Educational Foundation, Inc., a Kentucky nonprofit organization.

My commission expires: 8/19/2025
[Signature]
Notary Public, State-at-Large, Kentucky

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

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, L. Todd Johnson, and after being first duly sworn, states under penalty of perjury as follows:

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

Continued on next page

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

Further, Affiant sayeth naught.



STATE OF Kentucky _____

COUNTY OF Fayette _____

The foregoing instrument was subscribed, sworn to and acknowledged before me by L. Todd Johnson on this the 17th day of June, 2022.

My Commission expires: August 19, 2025



NOTARY PUBLIC, STATE AT LARGE
KYNP35317

Affirmative Action Policy

The BIA Education Foundation, Inc. does not have any employees. The organization is governed by a

Volunteer Board of Directors.

The BIA of Central Kentucky is in the process of developing an Affirmative Action Policy. The association employs six individuals. The average length of service is almost 12 years making the staff

turnover a very low rate.

It is our intention to do whatever is required to be in compliance with the guidelines of this grant.

EQUAL OPPORTUNITY AGREEMENT

The Law

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

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

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

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

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

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

Bidders

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


Signature


Name of Business

WORKFORCE ANALYSIS FORM

Name of Organization: _____

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

Prepared by: L. Johnson / EUP
(Name and Title)

Date: 06/17/2022
Revised 2015-Dec-15

LFUCG STATEMENT OF GOOD FAITH EFFORTS
Bid/RFP/Quote # 24-2022

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

- Advertised opportunities to participate in the contract in at least two (2) publications of general circulation media; trade and professional association publications; small and minority business or trade publications; and publications or trades targeting minority, women and disadvantaged businesses not less than fifteen (15) days prior to the deadline for submission of bids to allow MWDBE firms to participate.
- Included documentation of advertising in the above publications with the bidders good faith efforts package
- Attended LFUCG Central Purchasing Economic Inclusion Outreach event
- Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs of subcontracting opportunities
- Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms
- Requested a list of MWDBE subcontractors or suppliers from LFUCG Economic Engine and showed evidence of contacting the companies on the list(s). *In process*
- Contacted organizations that work with MWDBE companies for assistance in finding certified MWDBE firms to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.
- Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs soliciting their participation in the contract not less than seven (7) days prior to the deadline for submission of bids to allow them to participate effectively.

- _____ Followed up initial solicitations by contacting MWDBEs to determine their level of interest.

- _____ Provided the interested MWDBE firm with adequate and timely information about the plans, specifications, and requirements of the contract.

- _____ Selected portions of the work to be performed by MWDBE firms in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MWDBE participation, even when the prime contractor may otherwise perform these work items with its own workforce

- _____ Negotiated in good faith with interested MWDBE firms not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached.

- _____ Included documentation of quotations received from interested MWDBE firms which were not used due to uncompetitive pricing or were rejected as unacceptable and/or copies of responses from firms indicating that they would not be submitting a bid.

- _____ Bidder has to submit sound reasons why the quotations were considered unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a MWDBE quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE goals.

- _____ Made an effort to offer assistance to or refer interested MWDBE firms to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal

- _____ Made efforts to expand the search for MWDBE firms beyond the usual geographic boundaries.

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

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

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

Company

Company Representative

Date

Title

We are at the front end of our project
Bid are still being solicited but every effort is
being made to represent good faith efforts

Brenda Vance

From: Brenda Vance
Sent: Wednesday, June 15, 2022 5:10 PM
To: smiller@lexingtonky.gov
Subject: Minority Business Enterprise Form

Sherita,

I am reaching out to you to see what resources you have available that list MBEs in Fayette County, in particular those related to commercial construction and retail electronics. I do have the DBE directory for the state of Kentucky.

Thank you and please let me know if I need to provide you with more information.

Brenda Vance
Director of Finance
BIA of Central Kentucky
Office (859) 273-5117 x5
Direct (859) 407-5315
Brenda@BIACentralky.com



*Received
xcell file
Create email list*

Brenda Vance

From: The Building Industry Association of Central KY
<brenda+biacentralky.com@ccsend.com>
Sent: Friday, June 17, 2022 3:08 PM
To: Brenda Vance
Subject: URGENT REQUEST FOR BIDS



BIA Education Foundation, Inc.

Since opening its doors in 2015, The Building Institute of Central Kentucky has experienced growth resulting in what is now a move to our third location. On behalf of the Building Institute of Central Kentucky, the BIA Education Foundation, Inc. a 501c3 organization is requesting bids for multiple phases of the current building renovation.

Contractors and suppliers are being considered in the following areas:

- Audio/Visual
- Ceiling Tile
- Computers
- Drywall
- Electric
- Epoxy Floor
- Exterior Painting
- Flooring
- HVAC
- Insulation
- Landscaping
- Metal Framing
- Office Furnishings
- Painting
- Security Systems
- Shot Blasting Concrete

If interested, please contact Brenda@biacentralky.com for more information about specific needs and timelines before end of day Tuesday, July 5th, 2022.

Please include your company name, contact information, and your area of interest. You will be contacted by Friday, July 8th to discuss the project further.

Brenda Vance

From: Tyrone Tyra <ttyra@commercelexington.com>
Sent: Friday, June 17, 2022 1:45 PM
To: Brenda Vance
Subject: RE: BIA Education Foundation Bid Opportunity

Thank you, Brenda. Will do.

Tyrone Tyra
Commerce Lexington Inc.
Senior Vice President
Community & Minority Business Development
330 East Main Street
Lexington, Kentucky 40507
859-226-1625

Locateinlexington.com

ttyra@commercelexington.com

From: Brenda Vance <brenda@biacentralky.com>
Sent: Friday, June 17, 2022 1:37 PM
To: smiller@lexingtonky.gov; Tyrone Tyra <ttyra@commercelexington.com>; sbrown@tsmsdc.com; dharbut@uky.edu; smack3@email.uky.edu; jcoles@cycky.org; Melvin.bynes2@ky.gov; Shella.Eagle@ky.gov; rwaldon@gcul.org; Yvette.Smith@ky.gov; janet@nwboc.or; robertcoffey@sba.gov; lavozdeky@yahoo.com; patricem@keynewsjournal.com
Subject: BIA Education Foundation Bid Opportunity

Greetings,

Please share the attached notification of an opportunity to participate in a building renovation project with you communities.

Thank you,

Brenda Vance
Director of Finance
BIA of Central Kentucky
Office (859) 273-5117 x5
Direct (859) 407-5315
Brenda@BIACentralky.com



Brenda Vance

From: Brenda Vance
Sent: Friday, June 17, 2022 1:20 PM
To: smiller@lexingtonky.gov; ttyra@commercelexington.com; sbrown@tsmsdc.com; dharbut@uky.edu; smack3@email.uky.edu; jcoles@cycky.org; Melvin.bynes2@ky.gov; Shella.Eagle@ky.gov; rwaldon@gcul.org; Yvette.Smith@ky.gov; janet@nwbo.org; robertcoffey@sba.gov; lavozdeky@yahoo.com; paatricem@keynewsjournal.com
Subject: BIA Education Foundation Bid Opportunity
Attachments: BIA Education Foundation Bid Request.pdf

Greetings,

Please share the attached notification of an opportunity to participate in a building renovation project with your communities.

Thank you,

Brenda Vance
Director of Finance
BIA of Central Kentucky
Office (859) 273-5117 x5
Direct (859) 407-5315
Brenda@BIACentralky.com



**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

Lexington-Fayette Urban County Government
MWDBE PARTICIPATION GOALS

A. GENERAL

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

B. PROCEDURES

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

C. DEFINITIONS

- 1) A Minority-Owned Business Enterprise (MBE) is defined as a business which is certified as being at least 51% owned and operated by persons of African American, Hispanic, Asian, Pacific Islander, American Indian or Alaskan Native Heritage.
- 2) A Woman-Owned Business Enterprise (WBE) is defined as a business which is certified as being at least 51% owned and operated by one or more Non-Minority Females.
- 3) A Disadvantaged Business (DBE) is defined as a business which is certified as being at least 51% owned and operated by a person(s) that are economically and socially disadvantaged.
- 4) A Veteran-Owned Business is defined as a business which is certified as being at least 51% owned and operated by a veteran and/or a service disabled veteran.
- 5) Good Faith Efforts are efforts that, given all relevant circumstances, a bidder or proposer actively and aggressively seeking to meet the goals, can reasonably be expected to make. In evaluating good faith efforts made toward achieving the goals, whether the bidder or proposer has performed the efforts outlined in the Obligations of Bidder for Good Faith Efforts outlined in this document will be considered, along with any other relevant factors.

D. OBLIGATION OF BIDDER FOR GOOD FAITH EFFORTS

- 1) **The bidder shall make a Good Faith Effort to achieve the Participation Goal for MWDBE subcontractors/suppliers. The failure to meet the goal shall not necessarily be cause for disqualification of the bidder; however, bidders not meeting the goal are required to furnish with their bids written documentation of their Good Faith Efforts to do so.**
- 2) Award of Contract shall be conditioned upon satisfaction of the requirements set forth herein.
- 3) The Form of Proposal includes a section entitled "MWDBE Participation Form". The applicable information must be completed and submitted as outlined below.
- 4) **Failure to submit this information as requested may be cause for rejection of bid.**

E. DOCUMENTATION REQUIRED FOR GOOD FAITH EFFORTS

- 1) Bidders reaching the Goal are required to submit only the MWDBE Participation Form." The form must be fully completed including names

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

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

j. Provided the interested MWDBE firm with adequate and timely information about the plans, specifications, and requirements of the contract.

k. Selected portions of the work to be performed by MWDBE firms in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MWDBE participation, even when the prime contractor may otherwise perform these work items with its own workforce

l. Negotiated in good faith with interested MWDBE firms not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached.

m. Included documentation of quotations received from interested MWDBE firms which were not used due to uncompetitive pricing or were rejected as unacceptable and/or copies of responses from firms indicating that they would not be submitting a bid.

n. Bidder has to submit sound reasons why the quotations were considered unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a MWDBE quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE goals.

o. Made an effort to offer assistance to or refer interested MWDBE firms to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal

p. Made efforts to expand the search for MWBE firms beyond the usual geographic boundaries.

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

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



BIA Education Foundation, Inc.

Since opening its doors in 2015, The Building Institute of Central Kentucky has experienced growth resulting in what is now a move to our third location. On behalf of the Building Institute of Central Kentucky, the BIA Education Foundation, Inc. a 501c3 organization is requesting bids for multiple phases of the current building renovation.

Contractors and suppliers are being considered in the following areas:

Audio/Visual
Ceiling Tile
Computers
Drywall
Electric
Epoxy Floor
Exterior Painting
Flooring
HVAC
Insulating
Landscaping
Metal Framing
Office Furnishings
Painting
Security Systems
Shot Blasting Concrete

If interested, please contact Brenda@BIACentralkY.com for more information about specific needs and timelines before end of day Tuesday, July 5, 2022.

Please include your company name, contact information and your area of interest. You will be contacted by Friday, July 8th to discuss the project further.

Final bids will be due Monday, July 18, 2022. Some phases of the project will begin immediately; all phases will be completed by March 31, 2024.

GENERAL PROVISIONS

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

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

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

to bribe an officer or employee of the LFUCG.

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

A. Termination for Cause

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

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

B. At Will Termination

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

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

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

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

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


Signature

06/17/2022
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.



Signature



Date

Firm Submitting Proposal: BIA Education Foundation

Complete Address: 3146 Custer Dr. Lexington 40517
Street City Zip

Contact Name: Brenda Vance Title: Director of finance

Telephone Number: 859-273-5117^{ext.5} Fax Number: _____

Email address: Brenda@BIACentralKY.com

**RISK MANAGEMENT PROVISIONS
INSURANCE AND INDEMNIFICATION**

INDEMNIFICATION AND HOLD HARMLESS PROVISION

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

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

FINANCIAL RESPONSIBILITY

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

INSURANCE REQUIREMENTS

YOUR ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS BELOW, 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:

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

The policies above shall contain the following conditions:

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

Renewals

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

Deductibles and Self-Insured Programs

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

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

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

Safety and Loss Control

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

Verification of Coverage

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

Right to Review, Audit and Inspect

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

DEFAULT

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

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

00471865



Acuity, A Mutual Insurance Company

INTERLINE POLICY CHANGES

First Named Insured and Address:

HOME BUILDERS ASSOC OF LEXINGTON INC
DBA BIA OF CENTRAL KENTUCKY & THE
BUILDING INSTITUTE OF CENTRAL KY
3416 CUSTER DR
LEXINGTON KY 40517

Agency Name and Number:

GREATER LEXINGTON INS AGENCY
6549-AB

Policy Number: Z19669

Change Effective Date: 07-01-22

PREMIUM SUMMARY

This is not a bill. If premium is due, a billing notice will be sent separately.

Additional Premium Tax/Surcharge for Property	\$	21.00
Direct Billed		

CHANGES:

PREMIUM CHANGE FOR KENTUCKY SURCHARGE
PREMIUM CHANGE FOR KENTUCKY TAX/SURCHARGE

Current Policy

Our agent has been contacted to make any required changes to be in compliance with the RFP.



Acuity, A Mutual Insurance Company

**COMMERCIAL PROPERTY
CHANGES**

First Named Insured and Address:

HOME BUILDERS ASSOC OF LEXINGTON INC
DBA BIA OF CENTRAL KENTUCKY & THE
BUILDING INSTITUTE OF CENTRAL KY
3416 CUSTER DR
LEXINGTON KY 40517

Agency Name and Number:

GREATER LEXINGTON INS AGENCY
6549-AB

Policy Number: Z19669

Change Effective Date: 07-01-22

PREMIUM SUMMARY

This is not a bill. If premium is due, a billing notice will be sent separately.

Additional Premium Applied to Your Balance	\$	247.00
Direct Billed		

CHANGES:

ADDED PREMISES AT 636 KENNEDY RD LEXINGTON KY 40511



Acuity, A Mutual Insurance Company

**COMMERCIAL PROPERTY
COVERAGE PART**

Amended Declarations

First Named Insured and Address:

HOME BUILDERS ASSOC OF LEXINGTON INC
DBA BIA OF CENTRAL KENTUCKY & THE
BUILDING INSTITUTE OF CENTRAL KY
3416 CUSTER DR
LEXINGTON KY 40517

Agency Name and Number:

GREATER LEXINGTON INS AGENCY
6549-AB

Policy Number: Z19669

Policy Period: Effective Date: 07-01-22

Expiration Date: 07-01-23

In return for the payment of the premium and subject to all the terms of the policy, we agree to provide the insurance coverage as stated in the same.

12:01 A.M. standard time at your mailing address shown in the declarations

COVERAGES PROVIDED AND COVERAGE PREMIUMS

Coverage is provided where a Limit of Insurance is shown.

Coverage Item	Premises Number	Building Number	Limit of Insurance	Covered Causes of Loss	Coinsurance Percentage	Premium
Building	001	001	\$ 1,195,384	Special and Earthquake	80%	\$ 4,887.00
Your Business Personal Property	001	001	300,000	Special and Earthquake	80%	1,254.00
Valuable Papers and Records - (Other Than Electronic Data)	001	001	100,000	Special and Earthquake		
Your Business Personal Property	002	001	250,000	Special	80%	926.00
Valuable Papers and Records - (Other Than Electronic Data)	002	001	100,000	Special		
Your Business Personal Property	003	001	50,000	Special	80%	215.00
Valuable Papers and Records - (Other Than Electronic Data)	003	001	100,000	Special		
Total Property Coverage Premium						\$ 7,282.00

COVERAGE FORMS AND ENDORSEMENT PREMIUMS APPLICABLE TO THIS COVERAGE PART

Form Number	Form Title	Premium
CP-0090F (07-88)	Commercial Property Conditions	\$
IL-0017F (11-98)	Common Policy Conditions	
CP-7078 (11-13)	Equipment Breakdown Coverage	884.00
CP-1075F (12-20)	Cyber Incident Exclusion	

Policy Number: Z19669
 Effective Date: 07-01-22

Form Number	Form Title	Premium
IL-7025 (03-14)	Kentucky Changes - Cancellation and Nonrenewal	
CP-1040R (02-19)	Earthquake & Volcanic Eruption Cov w Percentage Deductible	
CP-1030F (09-20)	Causes of Loss - Special Form	
IL-0935F (07-02)	Exclusion of Certain Computer-Related Losses	
CP-0140F (07-06)	Exclusion of Loss Due to Virus or Bacteria	
IL-0995R (01-15)	Conditional Exclusion of Terrorism (Relating to Disposition of Federal Act)	
IL-7013 (03-14)	Kentucky Local Government Premium Tax Endorsement	435.00
IL-7014 (03-14)	Kentucky Collection Fee Endorsement	66.00
CP-0010R (09-20)	Building and Personal Property Coverage Form	
CP-7102 (09-20)	ACUITY Property Enhancements	400.00
CP-7062 (08-10)	Water Backup and Sump Overflow	125.00
IL-7044 (03-14)	Kentucky Premium Surcharge Endorsement	157.00
IL-7080 (01-15)	Cap on Losses from Certified Acts of Terrorism	218.00
IL-7082 (12-20)	Disclosure Pursuant to Terrorism Risk Insurance Act	
CP-1211R (09-17)	Burglary And Robbery Protective Safeguards	
CP-1034F (10-12)	Exclusion of Loss Due to By-Products of Prod. or Proc. Ops (rental prop)	
Total Endorsement Premium		\$ 2,285.00

PREMIUM SUMMARY

Total Property Coverage Premium	\$ 7,282.00
Total Endorsement Premium	2,285.00
Total Advance Premium	\$ 9,567.00

A Kentucky Local Government Tax has been applied to the premium. See Kentucky Local Premium Tax Breakdown section.

The surcharge required by Kentucky Statute KRS 136.392 is included in the premium charged.

DESCRIPTION OF PREMISES

Premises Number	Building Number	Construction, Occupancy and Location
001	001	FRAME, INCLUDING MASONRY VENEER BUILDINGS-OFFICE NOC 3146 CUSTER DR LEXINGTON KY
002	001	MASONRY NONCOMBUSTIBLE TRADE SCHOOL 650 KENNEDY RD LEXINGTON KY

Page 3
 Policy Number: Z19669
 Effective Date: 07-01-22

Premises Number	Building Number	Construction, Occupancy and Location
003	001	MASONRY NONCOMBUSTIBLE OFFICE/WAREHOUSE 636 KENNEDY RD LEXINGTON KY

MORTGAGE HOLDER NAME AND ADDRESS

NONE

OPTIONAL COVERAGES INCLUDED

Applicable only when entries are made in the Schedule below:

Coverage Item	Premises Number	Building Number	Deductible	Agreed Value		Inflation Guard Percentage
				Expiration Date	Amount	
Building	001	001	\$ 1,000/10% ¹⁴			6%
Your Business Personal Property	001	001	\$ 1,000/10% ¹⁴			
Your Business Personal Property	002	001	\$ 1,000			
Your Business Personal Property	003	001	\$ 1,000			

¹⁴ The Deductible for Basic, Broad and Special Causes of Loss prints first, followed by the Earthquake deductible for the specific Coverage Item.

Premises Number	Building Number	Replacement Cost ¹⁵			Business Income Indemnity			Business Income		
		Building	Personal Property	Including Stock	Monthly Limit	Maximum Period	Extended Period	Including Rent	Excluding Rent	Rental Value
001	001	X	X	X						
002	001		X	X						
003	001		X	X						

¹⁵ Extension of Replacement Cost to Personal Property of Others Applies

ADDITIONAL NAMED INSURED

WHO IS AN INSURED includes the following Additional Named Insureds:

BIA CARES INC

KENTUCKY LOCAL PREMIUM TAX BREAKDOWN

Unit No.	Taxing Authority	Premium Tax (including collection fee)
001	LEXINGTON	\$ 435.00

Policy Number:
Effective Date:

Z19669
07-01-22

Unit No.	Taxing Authority	Premium Tax (including collection fee)
002	LEXINGTON	53.00
003	LEXINGTON	13.00
Total KY Local Premium Tax and Collection Fee		\$ 501.00



Acuity, A Mutual Insurance Company

**COMMERCIAL GENERAL LIABILITY
CHANGES**

First Named Insured and Address:

HOME BUILDERS ASSOC OF LEXINGTON INC
DBA BIA OF CENTRAL KENTUCKY & THE
BUILDING INSTITUTE OF CENTRAL KY
3416 CUSTER DR
LEXINGTON KY 40517

Agency Name and Number:

GREATER LEXINGTON INS AGENCY
6549-AB

Policy Number: Z19669

Change Effective Date: 07-01-22

PREMIUM SUMMARY

This is not a bill. If premium is due, a billing notice will be sent separately.

No Additional or Return Premium
Direct Billed

CHANGES:

ADDED LOCATION AT 636 KENNEDY RD LEXINGTON KY 40511



Acuity, A Mutual Insurance Company

**COMMERCIAL GENERAL LIABILITY
COVERAGE PART**

Amended Declarations

First Named Insured and Address:

HOME BUILDERS ASSOC OF LEXINGTON INC
DBA BIA OF CENTRAL KENTUCKY & THE
BUILDING INSTITUTE OF CENTRAL KY
3416 CUSTER DR
LEXINGTON KY 40517

Agency Name and Number:

GREATER LEXINGTON INS AGENCY
6549-AB

Policy Number: Z19669

Policy Period: Effective Date: 07-01-22
Expiration Date: 07-01-23

In return for the payment of the premium and subject to all the terms of the policy, we agree to provide the insurance coverage as stated in the same.

12:01 A.M. standard time at your mailing address shown in the declarations

COVERAGE FORMS AND ENDORSEMENTS APPLICABLE TO THIS COVERAGE PART

Form Number	Form Title	Premium
IL-7044 (03-14)	Kentucky Premium Surcharge Endorsement	\$ 19.00
CG-0001R (12-11)	Commercial General Liability Coverage Form	
CG-2147F (12-07)	Employment - Related Practices Exclusion	
IL-0017F (11-98)	Common Policy Conditions	
IL-0021F (03-14)	Nuclear Energy Liability Exclusion - Broad Form	
IL-7025 (03-14)	Kentucky Changes - Cancellation and Nonrenewal	
CG-2167F (12-04)	Fungi or Bacteria Exclusion	
CG-2292F (12-07)	Snow Plow Operations Coverage	
CG-2187R (01-15)	Conditional Exclusion of Terrorism (Relating to Disposition of Federal Act)	
IL-7013 (03-14)	Kentucky Local Government Premium Tax Endorsement	54.00
IL-7014 (03-14)	Kentucky Collection Fee Endorsement	8.00
IL-7092 (02-11)	Amendment to Definition of Occurrence	
CG-0068F (05-09)	Recording and Distribution of Material or Info in Violation of Law Exclusion	
CG-2109F (06-15)	Exclusion - Unmanned Aircraft	
CG-2106F (05-14)	Exclusion-Access of Confidential or Personal Info/Data with Limited BI . .	
IL-7012 (01-18)	Asbestos Exclusion	
CG-7301 (12-19)	Acuity Enhancements - General Liability	150.00
CG-2001R (04-13)	Primary and Noncontributory - Other Insurance Condition	
CG-7321 (01-15)	Cap on Losses from Certified Acts of Terrorism	9.00
CG-7323 (01-15)	Exclusion of Punitive Damages Related to a Certified Act of Terrorism . . .	
IL-7082 (12-20)	Disclosure Pursuant to Terrorism Risk Insurance Act	
CG-2146F (07-98)	Abuse or Molestation Exclusion	
CG-2230F (07-98)	Exclusion - Corporal Punishment	
Advance Endorsement Premium		\$ 240.00

Policy Number: Z19669
 Effective Date: 07-01-22

PREMIUM SUMMARY

Advance Schedule Premium	\$ 932.00
Advance Endorsement Premium	240.00
Total Advance Premium	\$ 1,172.00

A Kentucky Local Government Tax has been applied to the premium. See Kentucky Local Premium Tax Breakdown section.

The surcharge required by Kentucky Statute KRS 136.392 is included in the premium charged.

The Total Advance Premium shown above is based on the exposures you told us you would have when this coverage part began. We will audit this coverage part in accordance with Section IV - Conditions, item 5 Premium Audit at the close of the audit period.

LIMITS OF INSURANCE

General Aggregate Limit (Other Than Products-Completed Operations)	\$ 3,000,000
Products-Completed Operations Aggregate Limit	3,000,000
Personal and Advertising Injury Limit (Any One Person or Organization)	1,000,000
Each Occurrence Limit	1,000,000
Damage to Premises Rented to You Limit (Any One Premises)	250,000
Medical Expense Limit (Any One Person)	10,000
Acuity Enhancements - General Liability	See CG-7301

SCHEDULE OF LIABILITY CLASSIFICATIONS

Unit No.	Classification Description	Class Code	Premium Basis ¹	Rates		Advance Premium
				Premises	Products	
001	Buildings or Premises - Bank or Office - NOC (For Profit) - Products - completed operations for this classification are subject to the General Aggregate Limit	61226	3,500 AR	116.893	Included	\$ 409.00
002	Schools-Trade or Vocational - Products - completed operations for this classification are subject to the General Aggregate Limit	47474	60 PU	8.718	Included	523.00
Advance Schedule Premium						\$ 932.00

¹ AR = Area/Square Feet - Rates Apply Per 1,000
 PU = Pupil - Rates Apply Per Unit

KENTUCKY LOCAL PREMIUM TAX BREAKDOWN

Policy Number:
Effective Date:

Z19669
07-01-22

Unit No.	Taxing Authority	Premium Tax (including collection fee)
001	LEXINGTON	\$ 32.00
002	LEXINGTON	30.00
Total KY Local Premium Tax and Collection Fee		\$ 62.00

AUDIT PERIOD

Annual

FIRST NAMED INSURED IS:

ORGANIZATION OTHER THAN PARTNERSHIP, JOINT VENTURE OR LIMITED LIABILITY COMPANY

ADDITIONAL NAMED INSUREDS

WHO IS AN INSURED (Section II) includes the following Additional Named Insureds:

BIA CARES INC

LOCATION OF ALL PREMISES YOU OWN, RENT OR OCCUPY:

3146 CUSTER DR
LEXINGTON, KY 40517
650 KENNEDY RD
LEXINGTON, KY 40511
636 KENNEDY RD
LEXINGTON, KY 40511



Lexington-Fayette Urban County Government
Request for Proposals

Nonprofit Capital Grant Program Scope of Work

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

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

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

Instructions

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

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

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

For More Information:

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

1.0 GENERAL PROVISIONS

1.1 Funding

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

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

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

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

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

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

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

1.2 Proposal Submission

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

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

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

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

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

1.3 Acceptance/Rejection of Applications

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

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

Inquiries/Questions

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

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

1.4 Requests for Clarification

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

1.5 Timeline

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

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

Webinar ID: 852 2355 9169

Passcode: 435922

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

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

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

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

1.6 Evaluation

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

Scoring criteria are outlined in Section 4.0 Evaluation.

1.7 Selection

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

1.8 Reporting

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

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

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

2.0 PROPOSAL FORMAT

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

A complete proposal contains each of the following components:

- Fully completed application submittal cover sheet (PDF form attached)
- Attached project(s) and agency budgets
- Copy of lease if requesting Facility Improvements on a leased property, and highlighting the section to allowing the ability for leaseholder improvements.
- Other Attachments

- **Project Narrative for each requested capital project being requested (separate Project Narratives for each request if bundling capital project requests)**, responding to each of the five evaluation criteria described in Section 4.0 and utilizing format described below
 - Double spaced
 - Single sided
 - Arial 12-point font with 1-inch margins
 - Sections clearly marked
 - Page numbers in bottom right corner of complete submission

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

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

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

Section 2: Demonstrated Need

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

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

Section 3: Applicant Capacity for Project and Meeting ARPA Requirements

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

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

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

Section 4: Operational Feasibility

The application must include:

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

Section 5: Cost Analysis – and attachments

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

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

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

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

4.0 EVALUATION & CRITERIA

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

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

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

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

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

BIA Education Foundation Inc

BIA Education Foundation 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

BIA Education Foundation Inc Information

Contact: Brenda L Vance
Address: 3146 Custer Drive
Lexington, KY 40517
Phone: (185) 927-3511 x5
Email: brenda@biacentralky.com

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.

Brenda Lewis Vance

Signature

Submitted at 6/20/2022 08:02:26 PM (ET)

brenda@biacentralky.com

Email

Response Attachments

650 Kennedy Road Blueprint.pdf

Architect blueprint of 650 Kennedy Road. BIA Education project location

650 KennedyRoad Classroom Square Footage.pdf

BIA Education Foundation project - Tally of 650 Kennedy Road square footage by classroom and lab

650 Kennedy Road Lease Agreement.pdf

BIA Education Foundation project - Building Institute lease agreement 650 Kennedy Road

650 Kennedy Road Timeline and Budget.pdf

BIA Education Foundation project - 650 Kennedy Road Timeline and Budget

BIA Education Foundation Affidavit.pdf

BIA Education Foundation Affidavit from RFP

BIA Education Foundation Affirmative Action Policy.pdf

BIA Education Foundation Affirmative Action Policy from RFP

BIA Education Foundation Certification of Compliance ARPA Expenditure.pdf

BIA Education Foundation Certification of Compliance ARPA Expenditure from RFP

BIA Education Foundation Equal Opportunity Agreement.pdf

BIA Education Equal Opportunity Agreement from RFP

BIA Education Foundation General Provisions.pdf

BIA Education Foundation General Provisions from RFP

BIA Education Foundation GuideStar.org Gold Profile.pdf

BIA Education Foundation GuideStar.org Gold Seal Profile

BIA Education Foundation Project Narrative RFP #24-2022.pdf

BIA Education Foundation Project Narrative for 650 Kennedy Road

BIA Education Foundation Proposal Contact Information.pdf

BIA Education Foundation Proposal Contact Information from RFP

BIA Education Foundation Statement of Good Faith.pdf

BIA Education Foundation Statement of Good Faith from RFP

BIA Education Foundation - 3 NCG Submittal Cover Sheet.pdf

BIA Education Foundation Cover Transmittal

BIA Education Foundation- Secretary of State Current Report.pdf

BIA Education Foundation Secretary of State Current Report

BIA- Secretary of State Current Report.pdf

BIA of Central Kentucky Secretary of State Current Report

BIA of Central KY Workforce Analysis Form.pdf

BIA of Central Kentucky Workforce Analysis Form from RFP

Bid Solicitation Form.pdf

BIA Education Foundation Bid Solicitation Form

Building Institute Agency Budget.pdf

BIA Education Foundation - Building Institute Agency Budget

Building Institute Cost Analysis Support.pdf

BIA Education Foundation - Building Institute Cost Analysis Support

Building Institute Recruiting Statistics.pdf

BIA Education Foundation - Building Institute Recruiting Statistics

Building Institute Roster of Graduates.pdf

BIA Education Foundation - Building Institute Roster of Graduates

Building Institute Student Waiver and Release Form.pdf

BIA Education Foundation - Building Institute Student Waiver and Release

IRS Letter of Determination.pdf

BIA Education Foundation IRS Letter of Determination

BIA and Building Institute Insurance Policy.pdf

BIA Education Foundation - BIA and Building Institute Insurance Policy



PROPOSAL SUBMITTAL COVER SHEET

Agency Information

Agency Name: BIA Education Foundation, Inc.

Mailing Address: 3146 Custer Drive Lexington, KY 40517

Street Address: 3146 Custer Drive Lexington, KY 40517

Phone: (859) 273 - 5117

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):
Todd Johnson Executive Officer (859) 273-5117 Todd@BIACentralKY.com

Person Completing Application (Name, Title, Phone, Email):
Brenda Vance Director of Finance (859) 273-5117 Brenda@BIACentralKY.com

Project Information

Funding Requested by Project, if bundling multiple Projects:

Project: <u>650 Kennedy Road Facility Improvement</u>	<input checked="" type="checkbox"/> Facility Improvement project	<input type="checkbox"/> Operational Investment project	Request \$ <u>343,101</u>
Project: <u>650 Kennedy Road Facility Improvement</u>	<input type="checkbox"/> Facility Improvement project	<input checked="" type="checkbox"/> Operational Investment project	Request \$ <u>68,391</u>
Project: _____	<input type="checkbox"/> Facility Improvement project	<input type="checkbox"/> Operational Investment project	Request \$ _____
Project: _____	<input type="checkbox"/> Facility Improvement project	<input type="checkbox"/> Operational Investment project	Request \$ _____
Project: _____	<input type="checkbox"/> Facility Improvement project	<input type="checkbox"/> Operational Investment project	Request \$ _____

Total Funding Amount Requested: \$ 411,492

- 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.

RFP #24-2022 Nonprofit Capital Grants Program
BIA Education Foundation, Inc.

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- 650 Kennedy Road Classroom Square Footage (Section 4.5 Support) **39**
- 650 Kennedy Road Lease Agreement (Eligibility Attachment) **17-28**
- 650 Kennedy Road Timeline and Budget (Section 4.5 Support) **12-15**
- BIA Education Foundation Affidavit (RFP pgs. 8-9 Notarized) **41-42**
- BIA Education Foundation Affirmative Action Plan (RFP pg. 7) **40**
- BIA Education Foundation Bid Request (RFP pg. 19) **47-51**
- BIA Education Foundation Certification of Compliance ARPA Expenditure (RFP 31-35) **57-61**
- BIA Education Foundation Cover Transmittal (Required Attachment) **Cover**
- BIA Education Foundation Equal Opportunity Agreement (RFP pg. 10) **43**
- BIA Education Foundation General Provisions (RFP pg. 26-30) **52-56**
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- BIA Education Foundation Proposal Contact Information (RFP pg. 36) **62**
- BIA Education Foundation Secretary of State Current Report (Section 4.1 7) **30**
- BIA Education Foundation Statement of Good Faith (RFP 23-25) **45-47**
- BIA of Central Kentucky Secretary of State Current Report (Section 4.1 7) **31**
- BIA of Central Kentucky Workforce Analysis Form (RFP pg. 11) **44**

- **Building Institute Agency Budget (Required Attachment) 16**
- **Building Institute Cost Analysis Support (Section 4.5 Support) 70-84**
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- **Building Institute Roster of Graduates (Section 4.2 Support) 35**
- **Building Institute Student Waiver and Release (Section 4.2 Support) 36**

RFP #24-2022 Nonprofit Capital Grants Program
BIA Education Foundation, Inc.
Section 4.1

In the late fall of 2013, a group of business owners got together to discuss the shortage of skilled trades people available in Lexington, Kentucky. They addressed this need by founding the Building Institute of Central Kentucky. Less than 10 months later the doors opened, and a diverse group of students began classes in HVAC, Plumbing and Carpentry. The idea was, and continues to be, simple: have students work in their chosen trade by day and attend classes in the evening taught by working professionals in the trades. The motto “earn while you learn” was quickly adopted and remains the best description of how the Building Institute work and changes students' lives.

In 2016 the BIA Education Foundation, Inc. was formed to provide the opportunity for scholarship and student loan endowments, charitable contributions, seeking grants and pursuing other fund-raising options to benefit the students at the Building Institute. The BIA Education Foundation directly provides and indirectly facilitates the provision of services to low income, underserved, and marginalized Lexington-Fayette County residents. The mission of the BIA Education Foundation is to support the advancement, education, career development, training and placement of people serving the building industry and the community. The BIA Education Foundation serves individuals entering the skilled trades by providing tuition loans, classroom and lab facilities, equipment and supplies to students attending the Building Institute of Central Kentucky.

The physical location of the Building Institute is 650 Kennedy Road in Lexington, Kentucky. This location has convenient access from all parts of Fayette County via interstate highways and the proximity to New Circle Road. The students served are male and female, recent Fayette County High School graduates and senior citizens pursuing a new path in retirement. Some students are middle-aged adults doing a career reset, desiring a fresh start and a clean slate. Some students come in reluctantly with parents desperate to see them stand alone and some come excited for the opportunity that could lead to owning their own business. But a common thread, particularly among the recent graduates, is that somewhere along the way they slipped through the cracks. With a lack of financial resources and limited knowledge about the skilled trades as a viable career choice, many of our students were facing a lifetime of entry-level, subsistence wage jobs. We see the Building Institute as a vital resource in Fayette County to meet the training needs of low-income, underserved, or marginalized residents.

The BIA Education Foundation, Inc. and the Building Industry Association of Central Kentucky, the owner and operator of the Building Institute of Central Kentucky are in good standing with the Kentucky Secretary of State. The BIA Education Foundation, Inc. is registered with GuideStar.org and has a current and complete Gold Seal of Transparency. The funds from this grant will be used to improve the physical building and purchase operational equipment for the Building Institute of Central Kentucky and will not be used to teach, advance, advocate or promote any religion. The BIA Education Foundation agrees to comply with all applicable local, state, and federal laws. The Building Institute of Central Kentucky is licensed with the Kentucky Commission on

Proprietary Education. The Building Institute also has a memorandum of agreement with the LFUCG to provide job training opportunities to residents attending the Charles Young Center who seek such services.

RFP #24-2022 Nonprofit Capital Grants Program
BIA Education Foundation, Inc.
Section 4.2

Each of our students has a story to tell. We are fortunate to have time to hear many of them. A few of our students come with financial backing, but the majority are on their own to fund their education. We are proud of each student that has gone through the program and count among their ranks a broad spectrum of ethnic and culturally diverse people. One student's story stands out in particular. This boy lost his father during his early high school years. His mother was left to pick up the pieces and provide for the family. Dealing with grief and watching his mother struggle was leading him down the wrong path. His future did not look bright. After his high school graduation, his mother enrolled him in the Building Institute, and he reluctantly started class. Fast forward two years later and the boy that walked in with his head down became a confident young man. Demanding work built his character and time in the classroom prepared him for his trade and licensure exam. Along the way he learned how to conduct himself with a customer and be comfortable in a professional setting. On his graduation night he delivered a speech to his fellow students, in a crowded auditorium, sharing his experience at the school. But the best part, for those of us who knew him, was to see him standing-tall, wearing his daddy's suit.

Twenty months after opening the Building Institute graduated eleven students in HVAC, Plumbing and Carpentry. In the fall of 2018, with the addition of electricity to the trades offered, a move to a larger building was required to accommodate a growing student

population and provide the additional lab space required. The Building Institute flourished during Covid-19, as jobs in the skilled trades were considered essential services and thus pandemic proof. In addition to student growth each year, the Building Institute's programs were approved by the State of Kentucky as accelerated paths to licensure. The Building Institute's path to licensure for the HVAC and Plumbing programs is now one year. The Building Institute's path to licensure in the Electricity program is two years. By taking advantage of the Building Institute's accelerated program, not only do students become licensed more quickly, but their earnings are also accelerated as they become more valuable to their employers. To meet the growing demand for training, a January cohort of each trade was added in addition to the fall entry point. In the Spring of 2022 48 students graduated in the three trades. Space for growth again became an issue, so a search was initiated to find a location that would be a long-term home for the school. The new location at 650 Kennedy Road will accommodate student growth to the saturation point of the local employer demand.

The proposed capital project is needed for the Building Institute of Central Kentucky to fit-up classroom and lab space for students and provide operational support for student technology and infrastructure needs. The facility proposed for use will meet or be remedied to meet local codes, health, or safety standards.

RFP #24-2022 Nonprofit Capital Grants Program
BIA Education Foundation, Inc.
Section 4.3

The BIA Education Foundation has capacity to successfully execute this project and for meeting the required ARPA requirements. This organization is governed by a board of builders and trade professionals who willingly offer their expertise and resources to the foundation. In addition to their knowledge, the staff of the BIA of Central Kentucky has been made available and is qualified to carry out the project.

Todd Johnson, the Executive Officer of the BIA of Central Kentucky has worked directly in large association management his entire career. His area of focus is Government Affairs, and he works to keep association members current on code changes, environmental impact issues and economic trends. He will be the primary decision maker as the project progresses. Todd holds a B.S Degree in Biology from Western Kentucky University.

Bruce Maybriar, the Director of the Building Institute has a career spanning international business to classroom education. He oversees the day to operations of the trade school, student recruitment and the physical building. Bruce earned an undergraduate degree in Mathematics with a Business Minor from Morehead State University and a Master of Education degree from the University of Kentucky. He also has a secondary degree from Eastern Kentucky University in Quality Engineering.

Brenda Vance, the Director of Finance and Operations for the BIA of Central Kentucky has experience in public accounting, corporate finance, small business services, and

non-profit/fund-based organizations. Her role at the BIA includes financial support to the Building Institute and the BIA Education Foundation. She will be the primary grant administrator, keeping records and maintaining ARPA compliance. Brenda completed a Bachelor of Business Administration and Accounting at Eastern Kentucky University.

This project will be the next in line of many this team has worked on together since the start of the Building Institute. The list includes two building fit-ups, a whole house remodel on Wilgus Street in partnership with the Lexington Housing Authority and a new construction project done in conjunction with NoLi. Students built a tiny house that was displayed at the New Home and Remodeling Market Place, a public home show held at Altech Arena. This Tiny House was later sold to a local business Kentucky Awakening Mosaics partnered with the Building Institute to build four tiny houses that were used by Harlan County Public Schools as lodging for homeless high school students. And on a smaller scale a She Shed was built and sold at auction to raise funds for BIA Cares, Inc.

The Building Institute has been the recipient of LFUCG Workforce Development grant funds since 2017 including the most recent grant cycle going through 2024. Furthermore, the BIA Education Foundation and the Building Industry Association of Central Kentucky will manage and comply with APRA requirements, abiding by the conditions stated in the Certification of Compliance for American Rescue Plan Act Expenditures.

RFP #24-2022 Nonprofit Capital Grants Program
BIA Education Foundation, Inc.
Section 4.4

The BIA Education Foundation attests to the operational feasibility of this project by including in this proposal a clear budget and timeline for implementing and completing the project. The foundation's strategy for securing additional support and commitment, if needed, includes but is not limited to, use of available cash in the amount of \$50,000 and raising additional funds as the project progresses. The BIA of Central Kentucky maintains a \$125,000 line of credit, that with BIA board approval, could be used for the project. The board of the BIA of Central Kentucky has consented to the allocation of staff time as required by the Executive Officer, Director of the Building Institute, and the Director of Finance to carry out and report in compliance with ARPA requirements. The sequence of phases in the timeline indicate that the project can be successfully completed by April 30, 2024

Complete 650 Kennedy Timeline and Budget in attachments

RFP #24-2022 Nonprofit Capital Grants Program
BIA Education Foundation, Inc.
Section 4.5

The expected timeline and cost proposal to renovate the Building Institute are attached in a document labeled "650 Kennedy Road Timeline and Budget". We have developed a cost proposal broken down into seven stages beginning with the initial project development through project completion. Within each phase, costs are categorized as Facility Improvement, Operational Investments (both within the scope of this grant), Other Costs, and In-Kind/Cost Share donations. Notes are included where applicable to reference support in the "Cost Analysis Support" attachment.

Phase 1 of the project begins with the initial architectural planning, requisite city permits, and the demolition work of the actual space. This phase encompasses getting the building ready to receive students. It is during this stage that HVAC and electrical mechanicals, framing, insulation, drywall, painting, and initial flooring will be put in place.

Phase 2 equips the classroom and labs with technology that optimizes the student's time in the classroom and lab. Instructors frequently demonstrate intricate repair and installation procedures and having Smart Boards installed allows each student to get a closer look at what is being taught. Smart Boards allow for larger classes and are integral to further growth of the school. At this stage it is imperative to have a security system in place to protect the building, contents, and monitor activity in the parking lot and on school grounds.

Phase 3 completes the technology requirements for the classroom with the addition of scanning devices that allow the projection of books and technical drawings to be displayed on the Smart Boards.

Phases 4 and 5 optimize the learning spaces with the installation of acoustical ceilings, enhanced lighting, and epoxy floors. Phase 5 also includes equipment necessary to properly maintain the building.

Phase 6 closes out the project by replacing what will then be computers that are at least five years old.

The top of the Budget and Timeline document calculates the cost in each category by phase and reflects a % of each phase to the total project and the % of each category to the total project.

Much of the budget is developed from the experience and knowledge of members of the Building Industry Association of Central Kentucky. Purchased items are based on current retail cost with some estimate for price increases included. We have begun the bidding process, in compliance with ARPA and LFUCG guidelines. We are pleased that there is already significant interest in the project.

The Building Institute started out small, but with the space available in this new building the opportunity for growth is greatly expanded. Our focus is on bringing the best training experience to the students in our evening program, but with the proposed enhancements we can now consider other ways to maximize the use of the building during the day bringing more value to the investment. We are hopeful that there will be

opportunities to partner with other Fayette County agencies that could benefit from use of the space.

RFP #24-2022 Nonprofit Capital Grant Program
 BIA Education Foundation
 4.5 Project Time Line and Budget

	Facility Improvement	Operational Investments	Other Costs	In-Kind/ Cost Share	Project Total	Notes
Total Phase 1	148,000.00	-	27,000.00	3,000.00	178,000.00	38.2%
Total Phase 2	-	55,102.00	-	10,000.00	65,102.00	14.0%
Total Phase 3	-	3,276.00	6,091.00	1,000.00	10,367.00	2.2%
Total Phase 4	70,601.00	-	-	2,000.00	72,601.00	15.6%
Total Phase 5	99,500.00	3,199.00	-	1,000.00	103,699.00	22.3%
Total Phase 6	-	6,814.00	-	500.00	7,314.00	1.6%
Total Phase 7	25,000.00	-	2,500.00	1,000.00	28,500.00	6.1%
Project Request Total	343,101.00	68,391.00	35,591.00	18,500.00	465,583.00	100.0%
Percentage of Project	74%	15%	8%	4%	100%	

Phase 1 04/15/22-09/30/22	Facility Improvement	Operational Investments	Other Costs	In-Kind/ Cost Share	Project Total	Notes
Architectural Planning	-	-	10,000.00	-	10,000.00	All estimates have been developed under the advisement of the Building Industry Association members offering their expertise. Calculations do not deviate substantially from the norm in Lexington, KY for equipment, supplies, and labor.
Permitting	-	-	2,000.00	-	2,000.00	
Demolition	-	-	15,000.00	-	15,000.00	
HVAC Mechanical	25,000.00	-	-	-	25,000.00	
Electrical Mechanical	30,000.00	-	-	-	30,000.00	
Framing	30,000.00	-	-	-	30,000.00	
Insulation	12,500.00	-	-	-	12,500.00	
Drywall	16,000.00	-	-	-	16,000.00	
Painting	5,000.00	-	-	-	5,000.00	
Flooring	10,000.00	-	-	-	10,000.00	
Finish Interlor	11,000.00	-	-	-	11,000.00	In all other phases where no support is referenced the expertise of members was relied upon
Upcharges	9,500.00	-	-	-	9,500.00	
BIA Staff Time	-	-	-	3,000.00	3,000.00	
Total Phase 1	148,000.00	-	27,000.00	3,000.00	178,000.00	Allocation for Grant Management

RFP #24-2022 Nonprofit Capital Grant Program
 BIA Education Foundation
 4.5 Project Time Line and Budget

Phase 2 10/01/22-12/31/22		Facility Improvement	Operational Investments	Other Costs	In-Kind/ Cost Share	Project Total	Notes
Smart Board HVAC 1	-	-	6,399.00	-	-	6,399.00	See Budget Support Attachment pgs. 1-6
Smart Board HVAC 2	-	-	6,399.00	-	-	6,399.00	See Budget Support Attachment pgs. 1-6
Smart Board Electric 1	-	-	6,399.00	-	-	6,399.00	See Budget Support Attachment pgs. 1-6
Smart Board Electric 2	-	-	6,399.00	-	-	6,399.00	See Budget Support Attachment pgs. 1-6
Smart Board Plumbing 1	-	-	6,399.00	-	-	6,399.00	See Budget Support Attachment pgs. 1-6
Smart Board Plumbing 2	-	-	6,399.00	-	-	6,399.00	See Budget Support Attachment pgs. 1-6
Smart Board Lab 1	-	-	6,399.00	-	-	6,399.00	See Budget Support Attachment pgs. 1-6
Smart Board Lab 2	-	-	6,399.00	-	-	6,399.00	See Budget Support Attachment pgs. 1-6
Security System Installation	-	-	3,910.00	-	-	3,910.00	See Budget Support Attachment pgs. 7-12
BIA Staff Time	-	-	-	-	10,000.00	10,000.00	Allocation for Grant Management
Total Phase 2	-	-	55,102.00	-	10,000.00	65,102.00	

Phase 3 01/01/23-03/31/23		Facility Improvement	Operational Investments	Other Costs	In-Kind/ Cost Share	Project Total	Notes
Instructor Area Desks	-	-	-	1,883.00	-	1,883.00	
Instructor Area Chairs	-	-	-	2,513.00	-	2,513.00	
Wire Management Systems	-	-	1,800.00	-	-	1,800.00	6 @ \$300
Scanner to Smart Boards	-	-	1,476.00	-	-	1,476.00	See Budget Support Attachment pgs. 13-16
Dry Erase Boards	-	-	-	1,695.00	-	1,695.00	
BIA Staff Time	-	-	-	-	1,000.00	1,000.00	Allocation for Grant Management
Total Phase 3	-	-	3,276.00	6,091.00	1,000.00	10,367.00	

RFP #24-2022 Nonprofit Capital Grant Program
 BIA Education Foundation
 4.5 Project Time Line and Budget

Phase 4 04/01/23-06/30/23	Facility Improvement	Operational Investments	Other Costs	In-Kind/ Cost Share	Project Total	Notes
Remove Cove	1,000.00	-	-	-	1,000.00	
Remove Classroom Lights	2,000.00	-	-	-	2,000.00	
Install Ceiling Tiles	58,381.00	-	-	-	58,381.00	See Budget Support Attachment pgs. 17-22
Install Ceiling Lights	6,720.00	-	-	-	6,720.00	See Budget Support Attachment pgs. 23-28
Install New Cove	2,500.00	-	-	-	2,600.00	
BIA Staff Time	-	-	-	2,000.00	2,000.00	Allocation for Grant Management
Total Phase 4	70,601.00	-	-	2,000.00	72,601.00	

Phase 5 07/01/23-09/30/23	Facility Improvement	Operational Investments	Other Costs	In-Kind/ Cost Share	Project Total	Notes
Shot Blast Floor	25,000.00	-	-	-	25,000.00	See Budget Support Attachment pgs. 28-32
Epoxy Floor	59,500.00	-	-	-	59,500.00	See Budget Support Attachment pgs. 33-36
Paint Lower Walls in Classrooms	5,000.00	-	-	-	5,000.00	
Install Chair Rail and Paint	5,000.00	-	-	-	5,000.00	
Paint Above Chair Rail	5,000.00	-	-	-	5,000.00	
Floor Cleaner	-	3,199.00	-	-	3,199.00	See Budget Support Attachment pgs. 39-40
BIA Staff Time	-	-	-	1,000.00	1,000.00	Allocation for Grant Management
Total Phase 5	99,500.00	3,199.00	-	1,000.00	103,699.00	

RFP #24-2022 Nonprofit Capital Grant Program
 BIA Education Foundation
 4.5 Project Time Line and Budget

<u>Phase 6</u> 10/01/23-12/31/23	<u>Facility Improvement</u>	<u>Operational Investments</u>	<u>Other Costs</u>	<u>In-Kind/ Cost Share</u>	<u>Project Total</u>	<u>Notes</u>
Instructor Computers	-	5,451.00	-	-	5,451.00	See Budget Support Attachment pgs. 41-42
Administrative Computer	-	1,363.00	-	-	1,363.00	See Budget Support Attachment pgs. 41-42
BIA Staff Time	-	-	-	500.00	500.00	Allocation for Grant Management
Total Phase 6	-	6,814.00	-	500.00	7,314.00	

<u>Phase 7</u> 01/03/24-03/31/24	<u>Facility Improvement</u>	<u>Operational Investments</u>	<u>Other Costs</u>	<u>In-Kind/ Cost Share</u>	<u>Project Total</u>	<u>Notes</u>
Landscaping	-	-	2,500.00	-	2,500.00	
Paint Exterior	25,000.00	-	-	-	25,000.00	
BIA Staff Time	-	-	-	1,000.00	1,000.00	Allocation for Grant Management
Total Phase 7	25,000.00	-	2,500.00	1,000.00	28,500.00	

TOTAL PROJECT	343,101.00	68,391.00	35,591.00	18,500.00	465,583.00	
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**BIA of Central Kentucky
 Building Institute of Central Kentucky
 2022 Budget**

Agency Budget

Trade	Students	Instructors
HVAC Fall 2021 2 night	3	1
HVAC Fall 2021 4 night	14	1
HVAC Jan 22 Cohort	6	1
HVAC Fall 2022	18	1
Plumbing Fall 2020	1	1
Plumbing Jan 21 Cohort	0	1
Plumbing Fall 2021	7	1
Plumbing Jan 22 Cohort	1	1
Plumbing Fall 2022	15	1
Electric Fall 2020	13	1
Electric Jan 21 Cohort	9	1
Electric Fall 2021	17	1
Electric Jan 22 Cohort	5	1
Electric Fall 2022	18	1
Total	127	14

Revenue

Tuition	472000	81.80%
Member Support	15000	2.60%
LFUCG Grant	50000	8.67%
Other Grant/Sponsorships	40000	6.93%
Total Revenue	577000	100.00%

Expenses

		<u>Per Student</u>
Admin/Instructor	275000	2165
Facilities	128841	1014
Supplies/Classroom Materials	125000	984
Operating/Marketing Expense	35000	276
Total Expense	563841	4440

Net Margin 13159

Kennedy Lease

SUBLEASE AGREEMENT

This SUBLEASE AGREEMENT (the "Sublease") is made this 22 day of March, 2022, by and between OPPORTUNITY WORKSHOP OF LEXINGTON, INC., a Kentucky non-profit corporation ("Sublandlord"), and HOME BUILDERS ASSOCIATION OF LEXINGTON, INC., a Kentucky corporation (a/k/a BUILDING INSTITUTE OF CENTRAL KENTUCKY) ("Subtenant").

PREAMBLE

A. Sublandlord, as "Tenant", and Kennedy Drive LLC, a Kentucky limited liability company, as "Landlord" ("Prime Landlord"), are parties to a certain Industrial Building Lease dated December 1, 2021 ("Prime Lease").

B. The premises leased under the Prime Lease consists of the property known as 636, 650, 676, and 692 Kennedy Road, Lexington, Kentucky, as more particularly described in the Prime Lease (the "Prime Premises").

C. Sublandlord has agreed to sublease to Subtenant the space depicted on the attached Exhibit A and outlined in red as the "BIA SUBLEASED PREMISES" (the "Subleased Premises") located in a portion of the Prime Premises located at 650 Kennedy Road (the "650 Kennedy Space") on the terms and conditions set out below.

SUBLEASE

1. Definitions. Unless they are specifically otherwise defined below, all capitalized terms used in this Sublease shall have the meanings assigned in the Prime Lease.

2. Sublease and Subordination to Prime Lease. Sublandlord subleases to Subtenant and Subtenant rents the Subleased Premises from Sublandlord and agrees to observe, perform and comply with each and every obligation, term, condition and covenant of the Prime Lease applicable to the Subleased Premises in the same manner and to the same extent as if the Subtenant were the named "Tenant" under the Prime Lease, except any provisions of the Prime Lease that are excluded under Section 2(d), below, or expressly modified in this Sublease. If there is any conflict between the terms and conditions in the Prime Lease and those set forth herein, the terms and conditions in this Sublease shall control. Subtenant hereby acknowledges receipt of a redacted copy of the Prime Lease. The parties agree and understand that:

- (a) Non-Exclusive Use. In connection with Subtenant's sublease of the Subleased Premises, Subtenant shall have the non-exclusive right, in common with Sublandlord and its agents, employees, contractors, and invitees, to use (i) the portion of the 650 Kennedy Space depicted and outlined in green as the "BIA/OWL SHARED PREMISES" on Exhibit A (the "Shared Space"), and (ii) the parking lot immediately adjacent to and serving the building in which the 650 Kennedy Space is located.

- (b) Rights of Prime Landlord and Sublandlord. Subtenant's obligations and covenants under the Prime Lease are for the benefit of Sublandlord as well as Prime Landlord and Sublandlord shall have the right to enforce any such obligation or covenant in the same manner and to the same extent as if it were the "Landlord" under the Prime Lease; and Sublandlord shall also have the right to exercise any of the rights granted to "Landlord" under the Prime Lease against Subtenant as it relates to the Subleased Premises, to the extent applicable;
- (c) Consents. Whenever the Prime Lease requires the consent of the Prime Landlord, the Subtenant shall also be required to obtain the written consent of Sublandlord, which Sublandlord shall not unreasonably withhold (provided that Sublandlord shall not be deemed to have consented to any request rejected by the Prime Landlord);
- (d) Terms and Conditions. This Sublease is further subject and subordinate to all terms and conditions of the Prime Lease and to each and every other right reserved to the Prime Landlord under the Prime Lease;
- (e) Exclusions and Modifications to Prime Lease. The following provisions, clauses, sections, schedules and exhibits of the Prime Lease are not applicable to this Sublease and are not incorporated by reference:

Section 1.1, Sections 1.4 – 1.14, Section 2.1, Section 2.2 (except the last paragraph of Section 2.2, which shall be applicable), Section 2.3, Section 3, Section 4.4, Section 8, the first paragraph of Section 14, the fourth sentence of Section 20, Section 23, Section 24.2, Section 24.17, and Exhibit B of the Prime Lease.

Subtenant has no rights under any of these provisions, clauses, sections, schedules and exhibits of the Prime Lease. Please note that any references to Exhibit A of the Prime Lease are solely for purposes of describing the 650 Kennedy Space, and do not establish any rights for Subtenant.

3. Sublease Term. This Sublease shall have a term ("Sublease Term") commencing on the later of (i) September 1, 2022, and (ii) the date the Prime Landlord executes and delivers its consent to this Sublease as provided in Section 19 herein (the "Sublease Commencement Date"), and it shall expire on November 30, 2026 (the "Sublease Expiration Date"). Subtenant understands and agrees that it has no right to renew the Sublease or to holdover after the end of the Sublease Term.

4. Rental. Commencing on the Sublease Commencement Date and during the remainder of the Sublease Term, Subtenant shall pay monthly rent ("Rent") to Sublandlord as follows:

<u>Sublease Period</u>	<u>Monthly Rent</u>
Sublease Commencement Date – November 30, 2023	\$3,800.00
December 1, 2023 – November 30, 2024	\$3,850.00
December 1, 2024 – November 30, 2025	\$3,925.00
December 1, 2025 – November 30, 2026	\$3,975.00

All Rent shall be paid to Sublandlord, without notice, demand or setoff except as expressly provided herein, payable in advance on the first (1st) day of each month during the Sublease Term, with the first installment of Rent being due on or before the Sublease Commencement Date. Rent for any partial month shall be prorated. Except as otherwise expressly provided in this Sublease, Sublandlord shall not be required to make any expenditure, incur any obligation, or incur any liability of any kind whatsoever in connection with this Sublease.

5. Permitted Use. Subtenant shall occupy and use the Subleased Premises solely as permitted in the Prime Lease, and for no other use or activity without Sublandlord's prior written consent, which it may give or withhold in its sole and absolute discretion. Subtenant understands that its use of the Subleased Premises is further subject to the limitations imposed in Section 4.1 of the Prime Lease.

6. Security Deposit. Simultaneously with Subtenant's execution of this Sublease, Subtenant shall deposit with Sublandlord an amount equal to THREE THOUSAND NINE HUNDRED SEVENTY-FIVE and 00/100 DOLLARS (\$3,975.00) (the "Security Deposit"), to be held by Sublandlord as security for Subtenant's observance of its covenants and performance of its obligations under this Sublease. If any Rent or any other sums due hereunder from Subtenant shall be overdue and unpaid or should Sublandlord make payments on behalf of Subtenant or should Subtenant fail to perform any of the terms of this Sublease, then Sublandlord may, at its option, and without prejudice to any remedy which Sublandlord may have on account thereof, appropriate and apply the entire Security Deposit or so much thereof as may be necessary to reimburse Sublandlord for the failure to pay Rent or any other sums due hereunder from Subtenant, or towards any loss, damage or expense sustained by Sublandlord resulting from such default on the part of the Subtenant; and in such event Subtenant shall forthwith upon demand restore the Security Deposit to the original sum deposited. Upon the expiration of the Sublease Term, Sublandlord may apply any portion of the Security Deposit to the payment of any of Subtenant's unpaid expenses and for any costs Sublandlord may incur for the repair of any damage to the Subleased Premises caused by Subtenant and the remainder shall be paid to Subtenant.

7. Utilities. Rent includes charges for all electric, gas, water, sewer and trash removal utilities and services at the Subleased Premises. Subtenant shall contract directly, and

timely pay, for all other utilities to be furnished to the Subleased Premises in connection with Subtenant's use, including, without limitation, internet, cable and other telecommunication utilities.

8. Condition of Subleased Premises.

- (a) Condition. Subtenant agrees and understands that Sublandlord owes no obligation to Subtenant under any provisions of the Prime Lease relating to the condition of the Subleased Premises, including Section 13 of the Prime Lease, and **SUBTENANT ACCEPTS THE SUBLEASED PREMISES ON THE SUBLEASE COMMENCEMENT DATE IN "AS-IS, WHERE-IS" CONDITION, WITH ALL FAULTS.**
- (b) Alterations. Subtenant shall not make any alterations or install an signage to the Subleased Premises or the Shared Space, unless otherwise permitted in accordance with Section 11 of the Prime Lease ("Alterations"); provided, however, in accordance with Section 2(b) of this Sublease, whenever the Prime Lease requires the consent of the Prime Landlord to perform Alterations, the Subtenant shall also be required to obtain the written consent of Sublandlord, which Sublandlord shall not unreasonably withhold, condition or delay. All permitted Alterations shall be performed in accordance with the requirements of the Prime Lease. Notwithstanding anything in this paragraph or the Prime Lease to the contrary, regardless of whether Sublandlord's consent is required, Subtenant shall provide at least 15 days prior written notice to Sublandlord of any intended Alterations to the Subleased Premises or Shared Space. Subtenant covenants that Subtenant will remove any Alterations upon the expiration of the Sublease (and restore any damage to the Subleased Premises and Shared Space as a result of such removal), at its sole cost and expense, to the extent (i) such Alterations are required to be removed under the terms and conditions of the Prime Lease, (ii) Sublandlord and/or Prime Landlord notifies Subtenant at any time during the Sublease Term that such removal is required, or (iii) such Alterations were made without Sublandlord's consent and Sublandlord subsequently requests removal of the same.
- (c) Surrender. At the end of the Sublease Term, Subtenant shall surrender the Subleased Premises to Sublandlord in the condition required by the Prime Lease (including, without limitation, Section 20 of the Prime Lease) and with all of Subtenant's Alterations (to the extent required under Section 8(b) above) and Subtenant's personal property removed (and all damage caused by such removal repaired); provided, however, Subtenant shall not be responsible as part of such surrender obligations to remove any alterations performed by Sublandlord to the Subleased Premises prior to the date of this Sublease.

9. Maintenance.

(a) Subleased Premises. Subtenant, at Subtenant's sole cost and expense, shall keep and maintain the Subleased Premises in a clean and safe condition, in good order, condition and repair as provided in and required under Section 13.1.1 of the Prime Lease. In furtherance of the foregoing covenant, Subtenant agrees to observe, perform and comply with each and every obligation, term, condition and covenant of Section 13.1.1 of the Prime Lease as it relates to the Subleased Premises in the same manner and to the same extent as if the Subtenant were the named "Tenant" under the Prime Lease.

(b) Shared Space. Sublandlord, at Sublandlord's sole cost and expense, shall keep and maintain the Shared Space in a clean and safe condition, in good order, condition and repair, but only to the extent required by Sublandlord as "Tenant" pursuant to Section 13.1.1 of the Prime Lease. Notwithstanding the foregoing, if the need for maintenance, repairs and/or replacements to the Shared Space is due to the negligence or willful misconduct of Subtenant or its agents, employees, contractors or invitees, then Subtenant shall reimburse Sublandlord for Sublandlord's costs in performing such maintenance, repairs and/or replacements within 30 days of Subtenant's receipt of Sublandlord's invoice.

(c) Non-Assumption. In no event shall this Section 9 of the Sublease be construed as an assumption by Sublandlord of any of the repair and/or replacement obligations of Prime Landlord set forth in the Prime Lease, including, without limitation, Section 13.1.2 of the Prime Lease.

10. Insurance. Subtenant shall maintain the insurance coverages described in Section 10.2 of the Prime Lease to be maintained by "Tenant" under the Prime Lease and in each case where Prime Landlord is required to be named as an additional insured, Sublandlord shall be named as an additional insured together with Prime Landlord. Each party waives any and all claims for recovery from the other and from Prime Landlord, to the extent of the waivers contained in Section 10.3 of the Prime Lease. On or before the Sublease Commencement Date, and promptly after the beginning of each subsequent calendar year, Subtenant shall furnish to Sublandlord and Prime Landlord certificates evidencing the aforesaid insurance coverage.

11. Indemnity. Subtenant indemnifies and agrees to defend and hold both Sublandlord and Prime Landlord harmless against each and every liability of any and every kind or nature to the extent required by "Tenant" under Section 17 of the Prime Lease. Subtenant further indemnifies and agrees to defend and hold Sublandlord harmless from and against any and all loss, cost, expenses damage, or liability of any kind or nature, including but not limited to reasonable attorneys' fees and legal costs and expenses, arising out of or in any way associated with Subtenant's use of the Subleased Premises or Subtenant's violation of any obligation of this Sublease or any obligation Subtenant has assumed under the Prime Lease. Sublandlord indemnifies and agrees to defend and hold Subtenant harmless from and against any and all loss, cost, expenses damage, or liability of any kind or nature, including but not limited to reasonable attorneys' fees and legal costs and expenses, arising out of or in any way associated with Sublandlord's violation of any obligation of this Sublease. This provision shall survive any termination of this Sublease.

12. Casualty Damage and Condemnation. Sublandlord shall have no obligation to repair or restore casualty damage to the Subleased Premises or Shared Space under the circumstances described in Section 18 of the Prime Lease, or to restore the Subleased Premises following an expropriation under the circumstances described in Section 19 of the Prime Lease, all of which shall be the responsibility of Prime Landlord, if applicable, as provided in such sections of the Prime Lease. Subtenant shall have the same rights as those which are granted to "Tenant" under those Sections; so long as Subtenant has delivered the necessary notice to Sublandlord and Prime Landlord.

13. Commission. Sublandlord and Subtenant warrant that no real estate salesperson, broker or other consultant is entitled to claim a commission in connection with this Sublease. Sublandlord and Subtenant each agree to indemnify and hold the other harmless against claims made by any real estate salesperson, broker or other consultant claiming entitlement to a commission by virtue of representing the indemnifying party's interests.

14. Assignment and Subleasing. Subtenant understands that the rights of Sublandlord (and accordingly, Subtenant's rights) are subject to the restrictions imposed in Section 8 of the Prime Lease (which are not applicable to this Sublease). Accordingly, the parties agree that all assignment and further subletting of the Subleased Premises shall be governed by the following provisions:

- (a) Subtenant shall not sublet the Subleased Premises, or any portion thereof, nor assign, mortgage, pledge, transfer or otherwise encumber or dispose of this Sublease, or any interest therein, or in any manner assign, mortgage, pledge, transfer or otherwise encumber or dispose of its interest or estate in the Subleased Premises or any portion thereof, without Sublandlord's prior written consent, which Sublandlord shall not unreasonably withhold so long as Subtenant remains liable for the full and prompt performance of all obligations under this Sublease. Subtenant agrees that any one or more of the following will be proper grounds for Sublandlord's refusal of a proposed assignment or sublease: (i) Prime Landlord refuses to consent to the proposed assignment or sublease, for any reason; (ii) an Event of Default has occurred and is continuing under this Sublease; (iii) the proposed use of the Subleased Premises increases Sublandlord's risk of loss in connection with the Subleased Premises; or (iv) the proposed subtenant or assignee engages in business in competition with Sublandlord, as determined by Sublandlord.
- (b) Subtenant agrees to pay promptly after Sublandlord's written demand, any and all reasonable, actual out-of-pocket costs of Sublandlord (including reasonable attorney's fees paid or payable and all costs charged by Prime Landlord) in connection with the review of any request for assignment or subletting.

- (c) Subtenant's failure to comply with the foregoing provisions and conditions shall, at Sublandlord's option, render any purported assignment of subletting null and void and of no force and effect.

15. Obligations of Sublandlord. Sublandlord shall not be required to undertake any of the obligations or duties of "Landlord" under the Prime Lease, all of which shall remain the exclusive obligations and duties of Prime Landlord. If Subtenant desires to enforce any obligations against or obtain any consent required of the Prime Landlord, Subtenant shall give Sublandlord at least five (5) business days prior written notice of its desire to have Sublandlord enforce any such obligation against, or obtain any consent required of, Prime Landlord. Sublandlord shall take all commercially reasonable actions proposed by Subtenant to enforce Prime Landlord's obligations and agrees to promptly cooperate with Subtenant as appropriate and to sign any demands, pleadings or other documents reasonably necessary to enforce Prime Landlord's obligations under the Prime Lease or to obtain any consent required of Prime Landlord, so long as Subtenant pays all costs and expenses associated with the prosecution of these enforcement actions or proceedings or obtaining Prime Landlord's required consent. Notwithstanding anything in this Lease to the contrary, Subtenant releases and holds Sublandlord harmless from any liability arising out of Prime Landlord's failure to perform obligations under the Prime Lease.

16. Notices. All notices required by or given in connection with this Sublease shall be in writing and shall be sent by (a) registered, postage prepaid, return receipt requested, (b) personal delivery, or (c) overnight courier providing tracking service, and shall be deemed to have been given (i) upon delivery (or refusal to accept delivery), if sent via mail, and (ii) upon receipt or refusal if personally delivered. Notices shall be addressed to:

Sublandlord: Opportunity Workshop of Lexington, Inc.
650 Kennedy Road
Lexington, Kentucky 40505 (USA)
Attention: Tony Higgins
Phone: (859) 300-0648
Facsimile: (859) 254-0578

with a copy to:

Dinsmore & Shohl LLP
101 South Fifth Street, Suite 2500
Louisville, Kentucky 40202 (USA)
Attention: Sarah S. Mattingly, Esq.
Phone: (859) 425-1096

Subtenant: Building Institute of Kentucky

or to any other address delivered by either party in the manner required in this Section 16. Any notices required by or given in connection with this Sublease to Prime Landlord shall be done in the manner set forth herein. Sublandlord shall give Subtenant prompt written notice of any changes to the notice provisions set forth in the Prime Lease.

17. Default. In addition to the defaults in Section 21 of the Prime Lease, each of the following occurrences, conditions or acts shall also constitute an "Event of Default" under this Sublease:

- (a) The failure to make any payment of Rent to Sublandlord on or before the date it becomes due.
- (b) The failure to honor the indemnity obligations in this Sublease within three (3) days after receipt of Sublandlord's written demand.
- (c) Any action or omission by Subtenant which would constitute a default under the Prime Lease, which is not cured within ten (10) days after written notice from Sublandlord.
- (d) Failure by Subtenant to perform any other obligation under this Sublease within ten (10) days after receipt of written notice from Sublandlord or such longer period as may be necessary to effectuate such default so long as Subtenant undertakes such cure within such 10-day period and thereafter diligently pursues such cure to completion (not to exceed 30 days); or
- (e) The occurrence of an "Event of Default" under the Prime Lease by Subtenant.

Following an Event of Default, and to the extent permitted by applicable law, Sublandlord shall have the right to immediately re-enter and repossess the Subleased Premises without judicial process and to take any and all action necessary to prevent or cure any default under the Prime Lease, all at Subtenant's sole cost and expense, and, to the extent permitted by applicable law, Subtenant consents to and waives all objections to this right of re-entry. In addition, Sublandlord shall have the right to exercise (i) any and all remedies available under law and/or equity, and/or (ii) the remedies described in the Prime Lease in the same manner and to the same extent as though Sublandlord were the "Landlord" named in the Prime Lease, including, without limitation, those remedies set forth in Section 22 of the Prime Lease. Furthermore, if Subtenant fails to pay any amount due or to perform any obligation owing under this Sublease, then Sublandlord shall have the right (but not the obligation) to pay or perform on Subtenant's behalf. Subtenant shall promptly reimburse Sublandlord for all reasonable and actual out-of-pocket costs, expenses, penalties and other charges Sublandlord incurs in connection with such performance or as the result of any default under the Prime Lease corresponding to a default hereunder, including but not limited to all reasonable attorneys' fees incurred in connection therewith, plus interest from the date of the expenditure until the date Sublandlord receives Subtenant's reimbursement, accruing at the rate of ten percent (10%) per annum or the maximum amount allowed by law, whichever is less.

18. Entire Agreement. The parties agree that this Sublease constitutes the entire agreement between the parties and supersedes any other oral or written representations, conditions or agreements relating to this transaction.

19. Consent to Sublease. This Sublease is conditioned upon receipt of the Prime Landlord's consent and THIS SUBLEASE SHALL BE OF NO FORCE AND EFFECT UNTIL SUCH CONSENT HAS BEEN OBTAINED.

20. Subtenant's and Sublandlord's Representations and Warranties. Subtenant and Sublandlord each respectively represent and warrant to the other that each of them has full power and authority to enter into this Sublease and perform its respective obligations hereunder and that this Sublease is enforceable against each of them in accordance with its terms.

21. No Recording. This Sublease shall not be recorded against the title of the real property on which the Subleased Premises is located.

22. Counterparts. This Sublease may be executed and delivered in counterparts and by facsimile or electronic (pdf) transmission, when all counterpart documents are executed and delivered, the counterparts shall be deemed to be an original, and shall constitute a single binding instrument. The delivery of an unexecuted version of this Sublease shall not be construed as an offer to lease and this Sublease shall not be binding upon either party until it has been executed and delivered by both parties.

(signatures on the following pages)

IN WITNESS WHEREOF, the parties have executed and delivered this Sublease as of the date written above.

SUBLANDLORD:

**OPPORTUNITY WORKSHOP OF
LEXINGTON, INC.,**
a Kentucky corporation

By _____
Name: _____
Title: _____

COMMONWEALTH OF KENTUCKY)
)ss:
COUNTY OF _____)

BE IT REMEMBERED that on this _____ day of _____, 2022 before me, the subscribed notary public, personally appeared _____, who, I am satisfied, is the person who signed the within instrument as _____ of Opportunity Workshop of Lexington, Inc., a Kentucky corporation, and thereupon acknowledged that the said instrument made by such corporation was signed and delivered by them as such officer, and is the voluntary act and deed of such corporation.


IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Notary Public, Kentucky, State at Large
Notary ID: _____
Notary Name: _____
My commission expires: _____

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SUBTENANT:

**HOME BUILDERS ASSOCIATION OF
LEXINGTON, INC.,**
a Kentucky corporation
*(a/k/a BUILDING INSTITUTE OF
CENTRAL KENTUCKY)*

By 
Name: Todd Johnson
Title: Executive Vice President

SUBTENANT NOTARY:

COMMONWEALTH OF KENTUCKY)
)ss:
COUNTY OF FAYETTE)

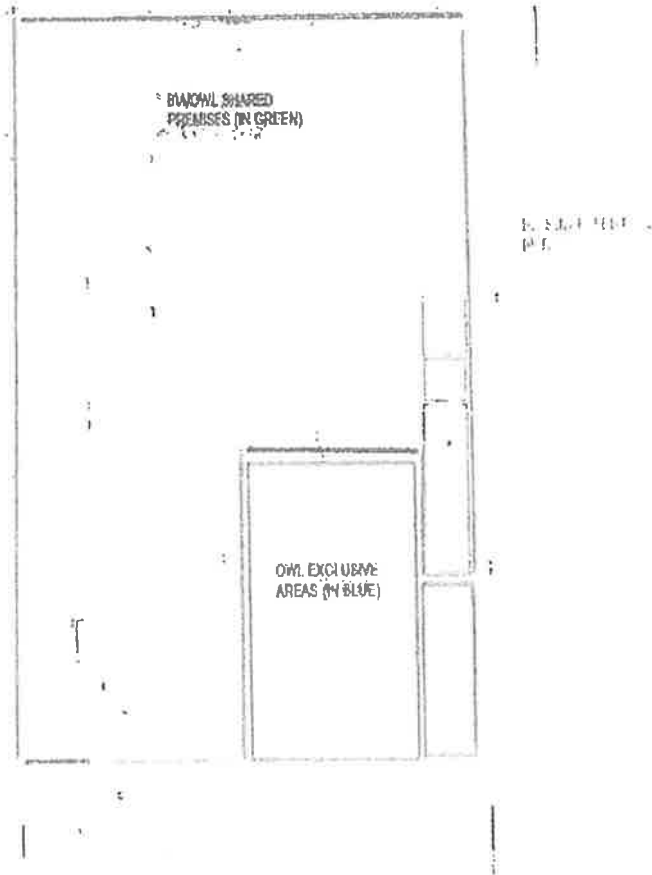
BE IT REMEMBERED that on this 22 day of MARCH, 2022
before me, the subscribed notary public, personally appeared Todd Johnson, who, I
am satisfied, is the person who signed the within instrument as EXECUTIVE VICE PRESIDENT
Builders Association of Lexington, Inc., a Kentucky corporation (a/k/a Building Institute of
Central Kentucky), and thereupon acknowledged that the said instrument made by such
corporation was signed and delivered by them as such officer, and is the voluntary act and deed
of such corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Notary Public, Kentucky, State at Large
Notary ID: KVNP35317
Notary Name: JOHN THOMAS MILLER

My commission expires: 8/19/2025

EXHIBIT A



LTJ 3/22/2022

Bia Education Foundation Inc

aka BIA EDUCATION FOUNDATION
Lexington, KY



[View GuideStar Profile](#)

Gold
Transparency
2022
Candid.

MISSION

The mission of the BIA Education Foundation is to support the advancement, education, career development, training and placement of men and women serving the building industry

EIN

82-2003581

PRINCIPAL OFFICER

Todd Johnson

RULING YEAR

2020

BOARD CHAIR

Lisa Ball

IRS SUBSECTION

501(c)(3) Public Charity

SUBJECT AREA

Vocational post-secondary education

FOUNDING YEAR

2017

NTEE Code

Education N.E.C. (B99)

MAIN ADDRESS

3146 Custer Dr
Lexington, KY
40517

AFFILIATION TYPE

Independent Organization

CONTACT

Brenda Vance
Brenda@biacentralky.com

Commonwealth of Kentucky
Michael G. Adams, Secretary of State

0989642
Michael G. Adams
KY Secretary of State
Received and Filed
3/9/2022 10:10:09 AM
Fee receipt: \$15.00

NARP

Michael G. Adams
Secretary of State
P. O. Box 1150
Frankfort, KY 40602-1150
(502) 564-3490
<http://www.sos.ky.gov>

Annual Report
Online Filing

ARP

Company: BIA Education Foundation, INC
Company ID: 0989642
State of origin: Kentucky
Formation date: 6/28/2017 12:00:00 AM
Date filed: 3/9/2022 10:10:09 AM
Fee: \$15.00

Principal Office

3146 CUSTER DRIVE
3146 CUSTER DRIVE
LEXINGTON
LEXINGTON, KY 40517

Registered Agent Name/Address

Todd Johnson
3146 Custer Dr
Lexington, KY 40517

Current Officers

President Lisa Ball 3146 Custer Drive Lexington, KY 40517

Directors

Director Mac Crawford 3146 Custer Drive Lexington, KY 40517
Director Butch Mellot 3146 Custer Drive Lexington, KY 40517
Director William Hodges 3136 Custer Drive Lexington, KY 40517

Signatures

Signature Todd Johnson
Title Executive Officer

Commonwealth of Kentucky
Michael G. Adams, Secretary of State

0030884
Michael G. Adams
KY Secretary of State
Received and Filed
3/9/2022 10:05:44 AM
Fee receipt: \$15.00

NARP

Michael G. Adams
Secretary of State
P. O. Box 1150
Frankfort, KY 40602-1150
(502) 564-3490
<http://www.sos.ky.gov>

Annual Report
Online Filing

ARP

Company: HOME BUILDERS ASSOCIATION OF LEXINGTON, INC.
Company ID: 0030884
State of origin: Kentucky
Formation date: 4/1/1953 12:00:00 AM
Date filed: 3/9/2022 10:05:44 AM
Fee: \$15.00

Principal Office

3146 CUSTER DRIVE
LEXINGTON, KY 40517

Registered Agent Name/Address

TODD JOHNSON
3146 CUSTER DR
LEXINGTON, KY 40515

Current Officers

President	Drew Brester	3146 Custer Drive, Lexington, KY 40517
Vice President	Joe Palumbo	3146 CUSTER DRIVE, LEXINGTON, KY 40517

Directors

Director	Nick Keitz	3146 CUSTER DRIVE, LEXINGTON, KY 40517
Director	Christy Helton	3146 Custer Drive, Lexington, KY 40514
Director	Brent Anderson	3146 Custer Drive, Lexington, KY 40514

Signatures

Signature	Todd Johnson
Title	Executive Officer

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: JUN 03 2020

BIA EDUCATION FOUNDATION INC
3146 CUSTER DRIVE
LEXINGTON, KY 40517

Employer Identification Number:
82-2003581
DLN:
29053028314000
Contact Person:
PAULA J MOLL-MALONE ID# 31262
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
Decembere 31
Public Charity Status:
509(a)(2)
Form 990/990-EZ/990-N Required:
Yes
Effective Date of Exemption:
June 28, 2017
Contribution Deductibility:
Yes
Addendum Applies:
No

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

Letter 947

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BIA EDUCATION FOUNDATION INC

Sincerely,

Stephen A. Martin

Director, Exempt Organizations
Rulings and Agreements

Letter 947



650 Kennedy Road, Lexington Kentucky

Who said College is the only option?
 Are you ready for 4 more years of School?
 Student Loans are a National Crisis!!
Why make it YOUR Crisis?!

	Education Cost	Job During School	Debt upon Graduation	Kentucky Average Income	Current Employment Numbers	Projected Additional Employees*	Total Increase In Jobs	Projected Gross Income By Age 30	Projected Gross Income By Age 50
HVAC (1 year)	\$8,000	\$25,000	\$0	\$43,430	4165	5004	120%	\$459,300	\$1,327,900
Plumber (1 year)	\$8,000	\$25,000	\$0	\$53,932	7359	9527	129%	\$564,320	\$1,642,960
Electrician (2 years)	\$8,000	\$50,000	\$0	\$52,342	8786	10344	118%	\$573,420	\$1,620,260
Diesel Mechanic (1 year)	\$41,540	\$0	\$41,540	\$41,667	4270	4697	110%	\$83,461	\$1,125,136
Teacher (5 years)	\$103,850	\$0	\$103,850	\$52,645	49770	42863	86%	\$159,375	\$1,212,275
RN (4 years)	\$103,850	\$0	\$103,850	\$60,566	46265	35979	78%	\$302,813	\$1,410,300
Policeman (2 years)	\$41,540	\$0	\$41,540	\$43,973	7210	5651	78%	\$310,244	\$1,189,704
Dentist (8 years)	\$166,160	\$0	\$166,160	\$92,578	1043	548	53%	\$18,996	\$1,870,556
Doctor (12 years)	\$249,240	\$0	\$249,240	\$178,286	1444	688	48%	-\$249,240	\$2,959,908

"We are lending money we don't have to kids who can't pay it back to train them for jobs that no longer exist. That's nuts. The flaw is our insistence on separating blue-collar jobs from white-collar jobs, and encouraging one form of education over another."

Mike Rowe

Data Source: May 4, 2020

<http://data.bls.gov/oes/#!/geoOcc/Multiple%20occupations%20for%20one%20year%20graphical%20area>
https://www.bls.gov/oes/current/oes_lv.htm

*Resulting from retirement, transfers, leaving the industry

Call

Bruce Maybriar
 Director
 859-229-6641

Location

650 Kennedy Road
 Lexington, Kentucky
BuildingInstituteKY.com

2016 Graduates	2017 Graduates	2018 Graduates	2019 Graduates	2020 Graduates	2021 Graduates	2022 Graduates
Cody Anderson	Bryen York	Jacob Garrett	Josh Marcum	Luke Gribbons	Alex Hricenak	Jason Wright
Trevor Dixon	Joshua Dalton	James Malone	Andrew Wiseman	Joseph Levenson	Avion Coleman	Jessica Burch
Chris Patterson	Austin Merriman	Parker Dalton	James Carmichael	Brian Moore	Brayden Bryant	Adam Clark
AJ Rukavina	Wayne Gray	John Robbins	Korey Fritts	Lindsey Mullins	Cambell Wade	Nazar Velichko
Jordan Gasser	Ryan Lawrence	Ben Sills	Erick Castillo	Mark Parrish	Chase Edwards	Spenser Henrickson
Timmy Turner	Jessie Duff	Stuart Thomas	Vinson Whitton	Chris Coleman	Curtis Jackson	Dallas Pryce
Jordan Stubbs	Joe Hamlett	David Bice	Kenneth Clark	Grant Black	Daniel Faulconer	Josh Roberts
Adam Berry	Kaleb Hartley	Jeff Daniels	Tom Penn	Ever Ravus	Daniel Burns	Sam Severt
Cathie Velotta	Sam Maybriar	Gregory Brent	Brandon Ethington	Pug Barrett	Devan Justice	Parker Thomas
Roberta Parker	Daniel Carroll	John Waller	Stanford Adams	Brad Brumfield	Drew Hensley	Kevin Avila
Cody Parrish	Josh Crosby	Matt Redman	James Rader	Blake Gasser	Dylan Crook	Jawad Al-Sabbagh
	Jonathan Smith	Caleb Woods	Brandon Sulca	Presley Jackson	Dylan Scott	Christian Cullip
	Mike Twardy	Chad Stapp	Matt Parsons	James Meadows	Isaac Buck	Kenny Cyganiewicz
	Bill Evitts	Mike Alexander	John Shields	Kameron Milan	Jack Combs	Ayman Shalash
	Andrew Campbell	Justin Wilson	Parker Hawkins	Logan Pool	Jacob Long	Jacob McCulley
	Parker Moore	Aaran Dieck	Geoff Lodge	Taylor Ritchie	Jacoby Lovell	Brandon Plotts
		Eric Spalding	Hunter Barrett	Trey Russell	Jared McIntyre	Cainaana Halsey
		Michael Kelly	Chris Foreman	Jolo Stephens	Jason Ellis	Casey Roberts
		Zane Hall	Wesley Norris	Luka Vasilyuk	Jeffery Ashcraft	Gannon Terhune
		Max Fuller	Andrew Hayes	Brannon McLarney	Joe Raterman	Jalal Tawasha
		Teddy Bradley	Damon Rosenbarker	Chaz Kidwell	Joe Mirms	James Young
		Blake Corvin	John Tovar	Jerrold Bauer	John Payne	Kody Roush
		Pierre Moore	John Haffley		Jonathon Scott	Mason Hughes
			Ryan Sulca		Jordan Williams	Noah Sherr
			Jack Anderson		Jose Cortez	Robert Key
					Josh Lemley	Timothy Duff
					Kaleb Hill	Vitaly Kornck
					Keaton Kruger	Trae Whittmore
					Kody Meyer	Tristan Dobbins
					Logan Courtney	Nathan Foster
					Martin Anderson	Trace Lane
					Matthew Elias	Paul Maksimenko
					Morgan Hockensmith	Joe Levenson
					Nathan Price	Joe Perkins
					Patrick Crowe	Matt McElroy
					Rashad Spillman	Kenneth Cheek
					Jordan Harm	Dallas Bryant
					Riley Maybriar	Briyan Cortez
					Cody Reid	Dakota Hegge
					William Jones	Jonah Wilkins
					Zach Thomason	Colin Albers
						Sabino Bastida
						Brice Cole
						Brian Crump
						Sean Luigart
						Alex Orozco
						Ivan Palamino
						Marcus Sherlock



* All students sign media release form at registration

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WAIVER OF LIABILITY

Building Institute of Central Kentucky

Home Builders Association of Lexington DBA Building Industry Association of Central KY

1. In consideration for receiving permission to participate in the Building Institute of Central Kentucky's apprentice and/or trade program, I hereby RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE Building Institute of Central Kentucky, Home Builders Association of Lexington, the Board of Directors of the Home Builders Association of Lexington, their officers, agents, or employees (hereinafter referred to as RELEASEES) from any and all liability, claims, demands, actions, and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by me, or to any property belonging to me, while participating in such activity, while in, on or upon the premises where the activities are being conducted, REGARDLESS OF WHETHER SUCH LOSS IS CAUSED BY THE NEGLIGENCE OF THE RELEASEES, or otherwise and regardless of whether such liability arises in tort, contract, strict liability, or otherwise, to the fullest extent allowed by law

2. I am fully aware of the risks and hazards connected with the building industry, and I am aware that such activities include the risk of injury and even death, and I hereby elect to participate in said activities, knowing that the activities may be hazardous to my property and me. I voluntarily assume full responsibility for any risks of loss, property damage, or personal injury, including death that may be sustained by me or any loss or damage to property owned by me, because of being engaged in such an activity, WHETHER CAUSED BY THE NEGLIGENCE OF RELEASEES or otherwise, to the fullest extent allowed by law

3. I further hereby AGREE TO INDEMNIFY AND HOLD HARMLESS the RELEASEES from any loss, liability, damage, or costs, including court costs and attorneys' fees that Releases may incur due to my participation in said activities, WHETHER CAUSED BY NEGLIGENCE OF RELEASEES or otherwise, to the fullest extent allowed by law.

4. It is my express intent that this Waiver and Hold Harmless Agreement shall bind the members of my family and spouse, if I am alive, and my heirs, assigns and personal representative, if I am deceased, and shall be deemed as a RELEASE, WAIVER, DISCHARGE, AND COVENANT NOT TO SUE the above-named RELEASEES. I hereby further agree that this Waiver of Liability and Hold Harmless Agreement shall be construed in accordance with the laws of the State of Kentucky and that any mediation, suit, or other proceeding must be filed or entered only in Kentucky and the federal or state courts of Kentucky. Any portion of this document deemed unlawful or unenforceable is severable and shall be stricken without any effect on the enforceability of the remaining provisions.

IN SIGNING THIS AGREEMENT, I ACKNOWLEDGE AND REPRESENT THAT I have read the foregoing Wavier of Liability and Hold Harmless Agreement, understand it and sign it voluntarily as my own free act and deed; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent; and I execute this Agreement for full, adequate and complete consideration fully intending to be bound by same.

Photograph and Publicity Release Form

I, _____, give my permission to use my name, likeness, image, voice, and/or appearance as such may be embodied in any pictures, photos, video recordings, audiotapes, digital images, and the like, taken or made on behalf of Building Institute and the Building Industry Association of Central Kentucky.

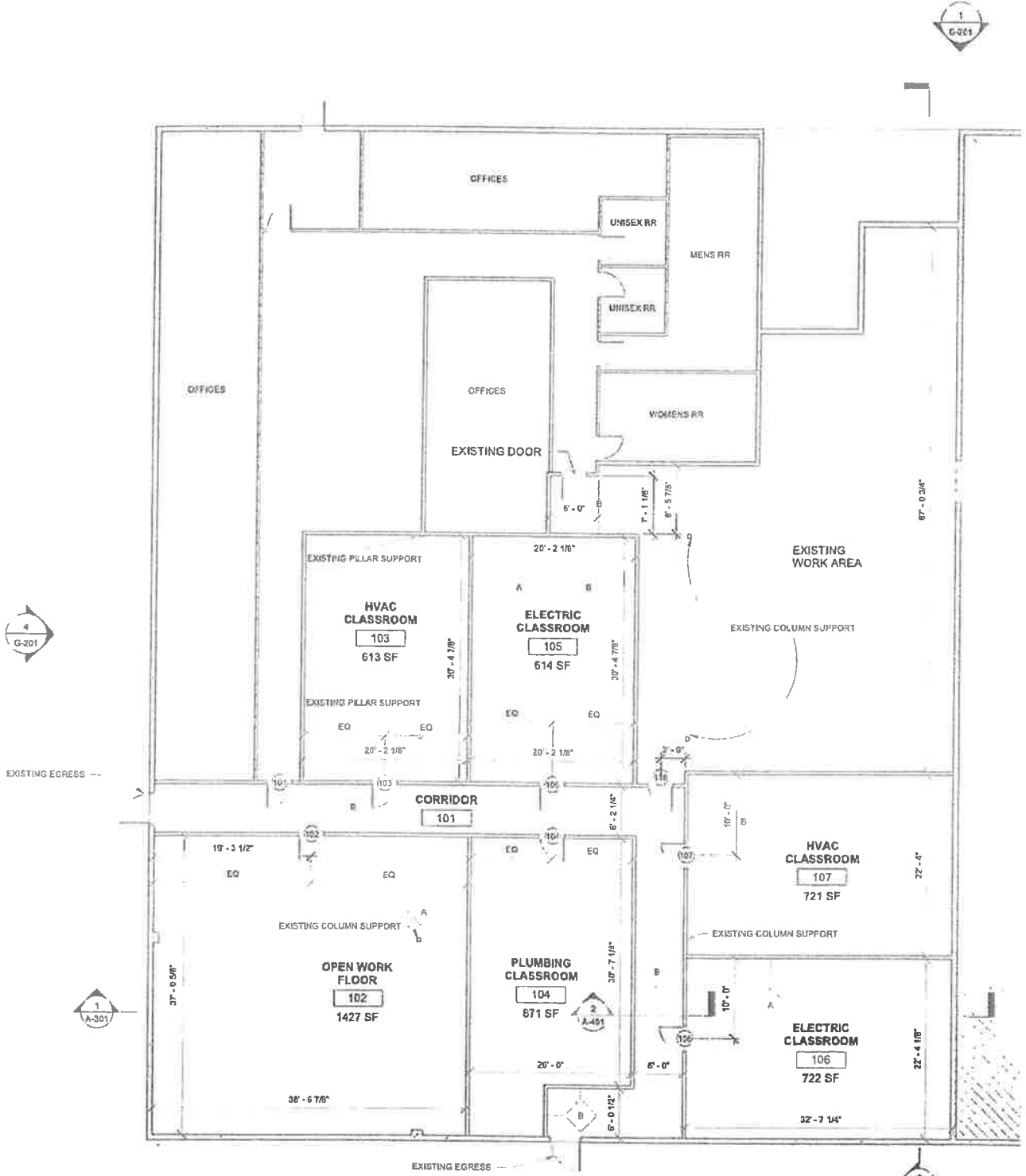
I agree that Building Institute and the Building Industry Association of Central Kentucky has complete ownership of such pictures, etc., including the entire copyright, and may use them for any purpose consistent with the Building Institute and the Building Industry Association of Central Kentucky mission. These uses include, but are not limited to illustrations, bulletins, exhibitions, videotapes, reprints, reproductions, publications, advertisements, and any promotional or educational materials in any medium now known or later developed, including the Internet. I acknowledge that I will not receive any compensation, etc. for the use of such pictures, etc., and hereby release Building Institute and the Building Industry Association of Central Kentucky and its agents and assigns from all claims which arise out of or are in any way connected with such use. I have read and understood this consent and release.

Signature: _____ Date: _____

Building Institute of Central Kentucky

650 Kennedy Road
Lexington, Ky

*** DOORS: 101, 102, 103, 104, 105, 106, 107



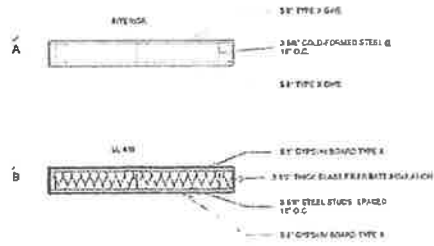
1 PROPOSED FIRST FLOOR PLAN
A-101 1/8" = 1'-0"

2 A-301
2 G-201

37

ARE TO BE 20 MIN RATED DOORS

WALLTYPE LEGEND



GIBSON
TAYLOR
THOMPSON

ARCHITECTURE
& DESIGN

(502) 318-7777
WWW.GIBSONTAYLORANDTHOMPSON.COM

348 MARYLAND AVE
LEXINGTON, KENTUCKY 40508

AREA OF BUILDING
NOT IN SCOPE



No. Description Date

NOTES
DIMENSIONS FROM FACE OF EXISTING WALLS AND FINISH FACE OF NEW WALLS

650 KENNEDY RD

BIA TRAINING ROOM
FIT-UP

FIRST FLOOR PLAN

Date 6/1/2022

Drawn by CK

Checked by GTT

A-101

Scale As Indicated

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Building Institute
Classroom & Lab Square Footage

Classroom	Use	Square Feet
103	HVAC	613
104	Plumbing	671
105	Electric	614
107	HVAC	721
108	Electric	722
102	HVAC Lab	1427
	Multi-Lab	2090
		6858

COMMUNITY PROJECT AGREEMENT

THIS COMMUNITY PROJECT AGREEMENT (“Agreement”), is made and entered into on the _____ day of _____ 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 **BIA EDUCATION FOUNDATION, INC.**, a Kentucky nonprofit corporation, (“Organization”) with offices located at 3146 Custer Drive, Lexington, Kentucky 40517.

WITNESSETH

WHEREAS, the Organization is a 501(c)(3) nonprofit organization, as defined by the Internal Revenue Code, that has a long-term lease on the property located at 650 Kennedy Road, 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)"), and 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 **THREE HUNDRED FORTY THREE THOUSAND ONE HUNDRED ONE DOLLARS (\$343,101) ("Funds")** for the completion of a capital improvement project on its facilities located at 650 Kennedy Road. The uses of the Funds are limited to the Projects described in this Agreement, and may not be spent by the Organization for any other purpose without the prior written consent of LFUCG. Absent any additional written agreement stating otherwise, any travel or other expenses are excluded from the above payment schedule.

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

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

5. **CONSTRUCTION TERMS.** The following terms shall apply to any construction costs incurred during the completion of the Project:

a. **Project to be Completed in Workmanlike Manner.**

Organization shall bid, contract for, and cause to prosecute to completion, the Projects described herein in a good, safe and workmanlike manner, and in compliance with all applicable codes, ordinances, laws and regulations. Organization shall take necessary action to protect the life, health, safety, and property of all personnel on the job site, members of the public, and personnel.

b. **Permits.**

Organization agrees to obtain all necessary local, state, and federal permits, encroachments, permissions, approvals, etc. in a timely manner and prior to start of construction.

c. **Building Regulations.**

Organization asserts that it is in full compliance with all applicable provisions of the

Lexington-Fayette Urban County Government's Code of Ordinances Chapter 5 – Buildings and Building Regulations, Chapter 7 – Finance and Taxation, Chapter 12 – Housing, and Chapter 16 – Sewage, Garbage, Refuse, and Weeds, or in compliance with Kentucky Department of Housing Buildings and Construction rules and requirements as is appropriate for those state institutions, parcels, or buildings which are subject to state regulations and oversight as opposed to local ordinances and regulations. If the Organization becomes out of compliance with any of these provisions, it will provide written notice to LFUCG immediately. Failure to notify LFUCG and resolve any such matters to the satisfaction of LFUCG may lead to termination of the Agreement for cause.

d. No Liens.

Organization will cause all work to be performed, including all labor, materials, supervision, supplies, equipment, architectural, and engineering services necessary to complete the improvements, in accordance with all applicable standards in the construction industry. The Organization will complete the improvements free from all materialmen's liens and all mechanic's liens and claims. All contracts with subcontractors and materialmen will contain, upon the request of LFUCG, a provision for not less than ten percent (10%) retainage to ensure adequate and complete performance in connection with interim or progress payments hereunder.

e. Right of Inspection.

Organization will permit access by LFUCG to the books and records of Organization related to the Project at reasonable times. In the event LFUCG determines that any work or materials are not substantially in conformance with applicable standards in the construction industry, or are not in conformance with any applicable laws, regulations, permits, requirements or rules of any governmental authority having or exercising jurisdiction thereover or are not otherwise in conformity with sound building practices, LFUCG may stop the work and order replacement or correction of any such work or materials. Such inspection will not be construed as a representation or warranty by LFUCG to any third party that the improvements are, or will be, free of faulty materials or workmanship.

f. Nonliability.

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

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

a. The Organization acknowledges and certifies that it has not been debarred or suspended and further acknowledges and agrees that it must comply with regulations regarding debarred or suspended entities in accordance with 24 CFR § 570.489(l). Funds may not be provided to excluded or disqualified persons.

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

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

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

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

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

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

8. **REPORTING.** Organization shall provide LFUCG with timely quarterly reports and updates related to the completion of the Projects in the form and manner reasonably specified by LFUCG.
9. **REGISTRATION; COMPLIANCE; AUTHORITY TO SIGN.** Organization shall be lawfully registered or authorized to do business in the Commonwealth of Kentucky and Lexington-Fayette County and shall at all times comply with any and all applicable federal, state, and local laws, ordinances, and regulations. LFUCG may request proof that Organization has timely filed federal, state, or local tax forms which shall be provided by Organization on a timely basis. The person signing this Agreement on behalf of Organization is fully authorized to do so.
10. **INSURANCE; INDEMNITY.** The Risk Management Provisions in Exhibit "A" are incorporated herein as if fully stated.
11. **RECORDS.** Organization shall keep and make available to LFUCG any records related to this Agreement as are necessary to support its performance of the services for a period of at least five (5) years following the expiration or termination of this Agreement, or as otherwise required depending upon the source of funds. Books of accounts shall be kept by Organization and entries shall be made therein of all money, goods, effects, debts, sales, purchases, receipts, payments and any other transactions of Organization related to this Agreement and shall be made available to LFUCG upon request.
- a. LFUCG shall be the owner of all final documents, data, studies, plans, reports, and information prepared by Organization under this Agreement.
- b. Organization understands and agrees that this Agreement and any related documents may be subject to disclosure under the Kentucky Open Records Act and will comply with any reasonable request by LFUCG to provide assistance with such a request.
12. **ACCESS.** Organization shall allow LFUCG any necessary reasonable access to monitor its performance under this Agreement.
13. **CONTRACTUAL RELATIONSHIP ONLY.** In no event shall the parties be construed, held or become in any way for any purpose the employee of the other party, or partners, associates or joint ventures in the conduct of their respective endeavors or otherwise.
14. **EQUAL OPPORTUNITY; FAIRNESS ORDINANCE.** Organization shall provide equal opportunity in employment for all qualified persons, and shall (a) prohibit discrimination in employment because of race, color, creed, national origin, sex, age, sexual orientation, gender identity, or handicap, (b) promote equal employment through a positive, continuing program of equal employment, and (c) cause any subcontractor or agency receiving funds provided pursuant to this Agreement to do so. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices. Organization agrees to comply with LFUCG's Fairness Ordinance (Ordinance No. 201-99) and all sources of applicable law, including those specified in any Exhibit attached to this Agreement and incorporated herein by reference.

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

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

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

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

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

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

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

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

For Organization:

Todd Johnson, Executive Director
BIA Educational Foundation, Inc.
3146 Custer Drive
Lexington, Kentucky 40517
Todd@BIACentralKY.com

For Government:

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

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

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

THE REMAINDER OF THIS AGREEMENT IS INTENTIONALLY LEFT BLANK

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

LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT

BY: _____
Linda Gorton, Mayor

ATTEST:

Clerk of the Urban County Council

BIA EDUCATIONAL FOUNDATION, INC.

BY: _____
Todd Johnson, Executive Director

COMMONWEALTH OF KENTUCKY))
COUNTY OF FAYETTE))

The foregoing instrument was acknowledged before me this the _____ day of _____, 2022, by Todd Johnson, Executive Director of BIA Educational Foundation, Inc., a Kentucky nonprofit organization.

My commission expires: _____

Notary Public, State-at-Large, Kentucky

EXHIBIT "A"



Lexington-Fayette Urban County Government

Request for Proposal

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

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

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

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

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

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

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

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

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

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

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

Laws and Regulations

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

Equal Employment Opportunity

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

Kentucky Equal Employment Opportunity Act

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

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

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

The Act further provides:

"KRS 45.610. Hiring minorities -- Information required

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

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

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

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

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

KRS 45.630 Termination of existing employee not required, when

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

KRS 45.640 Minimum skills

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

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

LFUCG Non-Appropriation Clause

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

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

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

Contention Process

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

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

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

SELECTION CRITERIA:

See Scope of Work for scoring criteria.

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

Questions shall be addressed to:

Todd Slatin, Director
Division of Central Purchasing
tslatin@lexingtonky.gov

Affirmative Action Plan

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

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

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

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

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

AFFIDAVIT

Comes the Affiant, L. Todd Johnson, and after being first duly sworn, states under penalty of perjury as follows:

1. His/her name is L. Todd Johnson and he/she is the individual submitting the proposal or is the authorized representative of BIA Education Foundation, the entity submitting the proposal (hereinafter referred to as "Proposer").

2. Proposer will pay all taxes and fees, which are owed to the Lexington-Fayette Urban County Government at the time the proposal is submitted, prior to award of the contract and will maintain a "current" status in regard to those taxes and fees during the life of the contract.

3. Proposer will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the contract.

4. Proposer has authorized the Division of Central Purchasing to verify the above-mentioned information with the Division of Revenue and to disclose to the Urban County Council that taxes and/or fees are delinquent or that a business license has not been obtained.

5. Proposer has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky within the past five (5) years and the award of a contract to the Proposer will not violate any provision of the campaign finance laws of the Commonwealth.

6. Proposer has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as "Ethics Act."

Continued on next page

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

Further, Affiant sayeth naught.




STATE OF Kentucky _____

COUNTY OF Fayette _____

The foregoing instrument was subscribed, sworn to and acknowledged before me by L. Todd Johnson on this the 17th day of June, 2022

My Commission expires: August 19, 2025



NOTARY PUBLIC, STATE AT LARGE
KYNP35317

Affirmative Action Policy

The BIA Education Foundation, Inc. does not have any employees. The organization is governed by a

Volunteer Board of Directors.

The BIA of Central Kentucky is in the process of developing and Affirmative Action Policy. The association employees six individuals. The average length of service is almost 12 years making the staff

turnover a very low rate.

It is our intention to do whatever is required to be in compliance with the guidelines of this grant.

EQUAL OPPORTUNITY AGREEMENT

The Law

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

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

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

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

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

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

Bidders

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


Signature


Name of Business

WORKFORCE ANALYSIS FORM

Name of Organization: _____

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

Prepared by: L. Johnson / EUP
(Name and Title)

Date: 06/17/2022
Revised 2015-Dec-15

LFUCG STATEMENT OF GOOD FAITH EFFORTS
Bid/RFP/Quote # 24-2022

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

- Advertised opportunities to participate in the contract in at least two (2) publications of general circulation media; trade and professional association publications; small and minority business or trade publications; and publications or trades targeting minority, women and disadvantaged businesses not less than fifteen (15) days prior to the deadline for submission of bids to allow MWDBE firms to participate.
- Included documentation of advertising in the above publications with the bidders good faith efforts package
- Attended LFUCG Central Purchasing Economic Inclusion Outreach event
- Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs of subcontracting opportunities
- Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms
- Requested a list of MWDBE subcontractors or suppliers from LFUCG Economic Engine and showed evidence of contacting the companies on the list(s). *In process*
- Contacted organizations that work with MWDBE companies for assistance in finding certified MWDBE firms to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.
- Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs soliciting their participation in the contract not less than seven (7) days prior to the deadline for submission of bids to allow them to participate effectively.

- _____ Followed up initial solicitations by contacting MWDBEs to determine their level of interest.

- _____ Provided the interested MWDBE firm with adequate and timely information about the plans, specifications, and requirements of the contract.

- _____ Selected portions of the work to be performed by MWDBE firms in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MWDBE participation, even when the prime contractor may otherwise perform these work items with its own workforce

- _____ Negotiated in good faith with interested MWDBE firms not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached.

- _____ Included documentation of quotations received from interested MWDBE firms which were not used due to uncompetitive pricing or were rejected as unacceptable and/or copies of responses from firms indicating that they would not be submitting a bid.

- _____ Bidder has to submit sound reasons why the quotations were considered unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a MWDBE quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE goals.

- _____ Made an effort to offer assistance to or refer interested MWDBE firms to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal

- _____ Made efforts to expand the search for MWDBE firms beyond the usual geographic boundaries.

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

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

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

Company

Company Representative

Date

Title

*We are at the front end of our project
Bid are still being solicited but every effort is
being made to represent good faith efforts*

Brenda Vance

From: Brenda Vance
Sent: Wednesday, June 15, 2022 5:10 PM
To: smiller@lexingtonky.gov
Subject: Minority Business Enterprise Form

Sherita,
I am reaching out to you to see what resources you have available that list MBEs in Fayette County, in particular those related to commercial construction and retail electronics. I do have the DBE directory for the state of Kentucky.

Thank you and please let me know if I need to provide you with more information.

Brenda Vance
Director of Finance
BIA of Central Kentucky
Office (859) 273-5117 x5
Direct (859) 407-5315
Brenda@BIACentralky.com



*Received
cell file
Create email list*

Brenda Vance

From: The Building Industry Association of Central KY
<brenda+biacentralky.com@ccsend.com>
Sent: Friday, June 17, 2022 3:08 PM
To: Brenda Vance
Subject: URGENT REQUEST FOR BIDS



BIA Education Foundation, Inc.

Since opening its doors in 2015, The Building Institute of Central Kentucky has experienced growth resulting in what is now a move to our third location. On behalf of the Building Institute of Central Kentucky, the BIA Education Foundation, Inc. a 501c3 organization is requesting bids for multiple phases of the current building renovation.

Contractors and suppliers are being considered in the following areas:

- Audio/Visual
- Ceiling Tile
- Computers
- Drywall
- Electric
- Epoxy Floor
- Exterior Painting
- Flooring
- HVAC
- Insulation
- Landscaping
- Metal Framing
- Office Furnishings
- Painting
- Security Systems
- Shot Blasting Concrete

If interested, please contact Brenda@biacentralky.com for more information about specific needs and timelines before end of day Tuesday, July 5th, 2022.

Please include your company name, contact information, and your area of interest. You will be contacted by Friday, July 8th to discuss the project further.

Brenda Vance

From: Tyrone Tyra <ttyra@commercelexington.com>
Sent: Friday, June 17, 2022 1:45 PM
To: Brenda Vance
Subject: RE: BIA Education Foundation Bid Opportunity

Thank you, Brenda. Will do.

Tyrone Tyra
Commerce Lexington Inc.
Senior Vice President
Community & Minority Business Development
330 East Main Street
Lexington, Kentucky 40507
859-226-1625

Locateinlexington.com



ttyra@commercelexington.com

From: Brenda Vance <brenda@biacentralky.com>
Sent: Friday, June 17, 2022 1:37 PM
To: smiller@lexingtonky.gov; Tyrone Tyra <ttyra@commercelexington.com>; sbrown@tsmsdc.com; dharbut@uky.edu; smack3@email.uky.edu; jcoles@cycky.org; Melvin.bynes2@ky.gov; Shella.Eagle@ky.gov; rwaldon@gcul.org; Yvette.Smith@ky.gov; janet@nwbo.com; robertcoffey@sba.gov; lavozdeky@yahoo.com; patricem@keynewsjournal.com
Subject: BIA Education Foundation Bid Opportunity

Greetings,

Please share the attached notification of an opportunity to participate in a building renovation project with your communities.

Thank you,

Brenda Vance
Director of Finance
BIA of Central Kentucky
Office (859) 273-5117 x5
Direct (859) 407-5315
Brenda@BIACentralky.com



Building Industry Association
of Central Kentucky

Brenda Vance

From: Brenda Vance
Sent: Friday, June 17, 2022 1:20 PM
To: smiller@lexingtonky.gov; ttyra@commercelexington.com; sbrown@tsmsdc.com; dharbut@uky.edu; smack3@email.uky.edu; jcoles@cycky.org; Melvin.bynes2@ky.gov; Shella.Eagle@ky.gov; rwaldon@gcul.org; Yvette.Smith@ky.gov; janet@nwbo.org; robertcoffey@sba.gov; lavozdeky@yahoo.com; paatricem@keynewsjournal.com
Subject: BIA Education Foundation Bid Opportunity
Attachments: BIA Education Foundation Bid Request.pdf

Greetings,

Please share the attached notification of an opportunity to participate in a building renovation project with your communities.

Thank you,

Brenda Vance
Director of Finance
BIA of Central Kentucky
Office (859) 273-5117 x5
Direct (859) 407-5315
Brenda@BIACentralky.com



**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

Lexington-Fayette Urban County Government
MWDBE PARTICIPATION GOALS

A. GENERAL

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

B. PROCEDURES

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

C. DEFINITIONS

- 1) A Minority-Owned Business Enterprise (MBE) is defined as a business which is certified as being at least 51% owned and operated by persons of African American, Hispanic, Asian, Pacific Islander, American Indian or Alaskan Native Heritage.
- 2) A Woman-Owned Business Enterprise (WBE) is defined as a business which is certified as being at least 51% owned and operated by one or more Non-Minority Females.
- 3) A Disadvantaged Business (DBE) is defined as a business which is certified as being at least 51% owned and operated by a person(s) that are economically and socially disadvantaged.
- 4) A Veteran-Owned Business is defined as a business which is certified as being at least 51% owned and operated by a veteran and/or a service disabled veteran.
- 5) Good Faith Efforts are efforts that, given all relevant circumstances, a bidder or proposer actively and aggressively seeking to meet the goals, can reasonably be expected to make. In evaluating good faith efforts made toward achieving the goals, whether the bidder or proposer has performed the efforts outlined in the Obligations of Bidder for Good Faith Efforts outlined in this document will be considered, along with any other relevant factors.

D. OBLIGATION OF BIDDER FOR GOOD FAITH EFFORTS

- 1) **The bidder shall make a Good Faith Effort to achieve the Participation Goal for MWDBE subcontractors/suppliers. The failure to meet the goal shall not necessarily be cause for disqualification of the bidder; however, bidders not meeting the goal are required to furnish with their bids written documentation of their Good Faith Efforts to do so.**
- 2) Award of Contract shall be conditioned upon satisfaction of the requirements set forth herein.
- 3) The Form of Proposal includes a section entitled "MWDBE Participation Form". The applicable information must be completed and submitted as outlined below.
- 4) **Failure to submit this information as requested may be cause for rejection of bid.**

E. DOCUMENTATION REQUIRED FOR GOOD FAITH EFFORTS

- 1) Bidders reaching the Goal are required to submit only the MWDBE Participation Form." The form must be fully completed including names

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

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

j. Provided the interested MWDBE firm with adequate and timely information about the plans, specifications, and requirements of the contract.

k. Selected portions of the work to be performed by MWDBE firms in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MWDBE participation, even when the prime contractor may otherwise perform these work items with its own workforce

l. Negotiated in good faith with interested MWDBE firms not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached.

m. Included documentation of quotations received from interested MWDBE firms which were not used due to uncompetitive pricing or were rejected as unacceptable and/or copies of responses from firms indicating that they would not be submitting a bid.

n. Bidder has to submit sound reasons why the quotations were considered unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a MWDBE quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE goals.

o. Made an effort to offer assistance to or refer interested MWDBE firms to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal

p. Made efforts to expand the search for MWBE firms beyond the usual geographic boundaries.

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

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



BIA Education Foundation, Inc.

Since opening its doors in 2015, The Building Institute of Central Kentucky has experienced growth resulting in what is now a move to our third location. On behalf of the Building Institute of Central Kentucky, the BIA Education Foundation, Inc. a 501c3 organization is requesting bids for multiple phases of the current building renovation.

Contractors and suppliers are being considered in the following areas:

Audio/Visual
Ceiling Tile
Computers
Drywall
Electric
Epoxy Floor
Exterior Painting
Flooring
HVAC
Insulating
Landscaping
Metal Framing
Office Furnishings
Painting
Security Systems
Shot Blasting Concrete

If interested, please contact Brenda@BIACentralKY.com for more information about specific needs and timelines before end of day Tuesday, July 5, 2022.

Please include your company name, contact information and your area of interest. You will be contacted by Friday, July 8th to discuss the project further.

Final bids will be due Monday, July 18, 2022. Some phases of the project will begin immediately; all phases will be completed by March 31, 2024.

GENERAL PROVISIONS

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

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

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

to bribe an officer or employee of the LFUCG.

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

A. Termination for Cause

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

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

B. At Will Termination

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

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

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

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

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


Signature

06/17/2022
Date

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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


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

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

U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier, up to the recipient. The required certification is included here:

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


Signature


Date

Firm Submitting Proposal: BIA Education Foundation

Complete Address: 3146 Custer Dr. Lexington 40517
Street City Zip

Contact Name: Brenda Vance Title: Director of finance

Telephone Number: 859-273-5117^{ext.5} Fax Number: _____

Email address: Brenda@BIACentralky.com

**RISK MANAGEMENT PROVISIONS
INSURANCE AND INDEMNIFICATION**

INDEMNIFICATION AND HOLD HARMLESS PROVISION

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

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

FINANCIAL RESPONSIBILITY

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

INSURANCE REQUIREMENTS

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

Required Insurance Coverage

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

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

The policies above shall contain the following conditions:

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

Renewals

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

Deductibles and Self-Insured Programs

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

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

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

Safety and Loss Control

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

Verification of Coverage

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

Right to Review, Audit and Inspect

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

DEFAULT

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

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

00471865



Acuity, A Mutual Insurance Company

INTERLINE POLICY CHANGES

First Named Insured and Address:

HOME BUILDERS ASSOC OF LEXINGTON INC
DBA BIA OF CENTRAL KENTUCKY & THE
BUILDING INSTITUTE OF CENTRAL KY
3416 CUSTER DR
LEXINGTON KY 40517

Agency Name and Number:

GREATER LEXINGTON INS AGENCY
6549-AB

Policy Number: Z19669

Change Effective Date: 07-01-22

PREMIUM SUMMARY

This is not a bill. If premium is due, a billing notice will be sent separately.

Additional Premium Tax/Surcharge for Property\$ 21.00
Direct Billed

CHANGES:

PREMIUM CHANGE FOR KENTUCKY SURCHARGE
PREMIUM CHANGE FOR KENTUCKY TAX/SURCHARGE

Current Policy
Our agent has been contacted to make any required changes to be in compliance with the RFP.



Acuity, A Mutual Insurance Company

**COMMERCIAL PROPERTY
CHANGES**

First Named Insured and Address:

HOME BUILDERS ASSOC OF LEXINGTON INC
DBA BIA OF CENTRAL KENTUCKY & THE
BUILDING INSTITUTE OF CENTRAL KY
3416 CUSTER DR
LEXINGTON KY 40517

Agency Name and Number:

GREATER LEXINGTON INS AGENCY
6549-AB

Policy Number: Z19669

Change Effective Date: 07-01-22

PREMIUM SUMMARY

This is not a bill. If premium is due, a billing notice will be sent separately.

Additional Premium Applied to Your Balance	\$	247.00
Direct Billed		

CHANGES:

ADDED PREMISES AT 636 KENNEDY RD LEXINGTON KY 40511



Acuity, A Mutual Insurance Company

**COMMERCIAL PROPERTY
COVERAGE PART**

Amended Declarations

First Named Insured and Address:

HOME BUILDERS ASSOC OF LEXINGTON INC
DBA BIA OF CENTRAL KENTUCKY & THE
BUILDING INSTITUTE OF CENTRAL KY
3416 CUSTER DR
LEXINGTON KY 40517

Agency Name and Number:

GREATER LEXINGTON INS AGENCY
6549-AB

Policy Number: Z19669

Policy Period: Effective Date: 07-01-22
Expiration Date: 07-01-23

In return for the payment of the premium and subject to all the terms of the policy, we agree to provide the insurance coverage as stated in the same.

12:01 A.M. standard time at your mailing address shown in the declarations

COVERAGES PROVIDED AND COVERAGE PREMIUMS

Coverage is provided where a Limit of Insurance is shown.

Coverage Item	Premises Number	Building Number	Limit of Insurance	Covered Causes of Loss	Coinsurance Percentage	Premium
Building	001	001	\$ 1,195,384	Special and Earthquake	80%	\$ 4,887.00
Your Business Personal Property	001	001	300,000	Special and Earthquake	80%	1,254.00
Valuable Papers and Records - (Other Than Electronic Data)	001	001	100,000	Special and Earthquake		
Your Business Personal Property	002	001	250,000	Special	80%	926.00
Valuable Papers and Records - (Other Than Electronic Data)	002	001	100,000	Special		
Your Business Personal Property	003	001	50,000	Special	80%	215.00
Valuable Papers and Records - (Other Than Electronic Data)	003	001	100,000	Special		
Total Property Coverage Premium						\$ 7,282.00

COVERAGES FORMS AND ENDORSEMENT PREMIUMS APPLICABLE TO THIS COVERAGE PART

Form Number	Form Title	Premium
CP-0090F (07-88)	Commercial Property Conditions	\$
IL-0017F (11-98)	Common Policy Conditions	
CP-7078 (11-13)	Equipment Breakdown Coverage	884.00
CP-1075F (12-20)	Cyber Incident Exclusion	

Policy Number: Z19669
Effective Date: 07-01-22

Form Number	Form Title	Premium
IL-7025 (03-14)	Kentucky Changes - Cancellation and Nonrenewal	
CP-1040R (02-19)	Earthquake & Volcanic Eruption Cov w Percentage Deductible	
CP-1030F (09-20)	Causes of Loss - Special Form	
IL-0935F (07-02)	Exclusion of Certain Computer-Related Losses	
CP-0140F (07-06)	Exclusion of Loss Due to Virus or Bacteria	
IL-0995R (01-15)	Conditional Exclusion of Terrorism (Relating to Disposition of Federal Act)	
IL-7013 (03-14)	Kentucky Local Government Premium Tax Endorsement	435.00
IL-7014 (03-14)	Kentucky Collection Fee Endorsement	66.00
CP-0010R (09-20)	Building and Personal Property Coverage Form	
CP-7102 (09-20)	ACUITY Property Enhancements	400.00
CP-7062 (08-10)	Water Backup and Sump Overflow	125.00
IL-7044 (03-14)	Kentucky Premium Surcharge Endorsement	157.00
IL-7080 (01-15)	Cap on Losses from Certified Acts of Terrorism	218.00
IL-7082 (12-20)	Disclosure Pursuant to Terrorism Risk Insurance Act	
CP-1211R (09-17)	Burglary And Robbery Protective Safeguards	
CP-1034F (10-12)	Exclusion of Loss Due to By-Products of Prod. or Proc. Ops (rental prop)	
Total Endorsement Premium		\$ 2,285.00

PREMIUM SUMMARY

Total Property Coverage Premium	\$ 7,282.00
Total Endorsement Premium	2,285.00
Total Advance Premium	\$ 9,567.00

A Kentucky Local Government Tax has been applied to the premium. See Kentucky Local Premium Tax Breakdown section.

The surcharge required by Kentucky Statute KRS 136.392 is included in the premium charged.

DESCRIPTION OF PREMISES

Premises Number	Building Number	Construction, Occupancy and Location
001	001	FRAME, INCLUDING MASONRY VENEER BUILDINGS-OFFICE NOC 3146 CUSTER DR LEXINGTON KY
002	001	MASONRY NONCOMBUSTIBLE TRADE SCHOOL 650 KENNEDY RD LEXINGTON KY

Policy Number: Z19669
 Effective Date: 07-01-22

Premises Number	Building Number	Construction, Occupancy and Location
003	001	MASONRY NONCOMBUSTIBLE OFFICE/WAREHOUSE 636 KENNEDY RD LEXINGTON KY

MORTGAGE HOLDER NAME AND ADDRESS

NONE

OPTIONAL COVERAGES INCLUDED

Applicable only when entries are made in the Schedule below:

Coverage Item	Premises Number	Building Number	Deductible	Agreed Value		Inflation Guard Percentage
				Expiration Date	Amount	
Building	001	001	\$ 1,000/10% ¹⁴			6%
Your Business Personal Property	001	001	\$ 1,000/10% ¹⁴			
Your Business Personal Property	002	001	\$ 1,000			
Your Business Personal Property	003	001	\$ 1,000			

¹⁴ The Deductible for Basic, Broad and Special Causes of Loss prints first, followed by the Earthquake deductible for the specific Coverage Item.

Premises Number	Building Number	Replacement Cost ¹⁵			Business Income Indemnity			Business Income		
		Building	Personal Property	Including Stock	Monthly Limit	Maximum Period	Extended Period	Including Rent	Excluding Rent	Rental Value
001	001	X	X	X						
002	001		X	X						
003	001		X	X						

¹⁵ Extension of Replacement Cost to Personal Property of Others Applies

ADDITIONAL NAMED INSURED

WHO IS AN INSURED includes the following Additional Named Insureds:

BIA CARES INC

KENTUCKY LOCAL PREMIUM TAX BREAKDOWN

Unit No.	Taxing Authority	Premium Tax (including collection fee)
001	LEXINGTON	\$ 435.00

Policy Number:
Effective Date:

Unit No.	Taxing Authority	Premium Tax (including collection fee)
002	LEXINGTON	53.00
003	LEXINGTON	13.00
Total KY Local Premium Tax and Collection Fee		\$ 501.00



Acuity, A Mutual Insurance Company

**COMMERCIAL GENERAL LIABILITY
CHANGES**

First Named Insured and Address:

HOME BUILDERS ASSOC OF LEXINGTON INC
DBA BIA OF CENTRAL KENTUCKY & THE
BUILDING INSTITUTE OF CENTRAL KY
3416 CUSTER DR
LEXINGTON KY 40517

Agency Name and Number:

GREATER LEXINGTON INS AGENCY
6549-AB

Policy Number: Z19669

Change Effective Date: 07-01-22

PREMIUM SUMMARY

This is not a bill. If premium is due, a billing notice will be sent separately.

No Additional or Return Premium
Direct Billed

CHANGES:

ADDED LOCATION AT 636 KENNEDY RD LEXINGTON KY 40511



Acuity, A Mutual Insurance Company

**COMMERCIAL GENERAL LIABILITY
COVERAGE PART**

Amended Declarations

First Named Insured and Address:

HOME BUILDERS ASSOC OF LEXINGTON INC
DBA BIA OF CENTRAL KENTUCKY & THE
BUILDING INSTITUTE OF CENTRAL KY
3416 CUSTER DR
LEXINGTON KY 40517

Agency Name and Number:

GREATER LEXINGTON INS AGENCY
6549-AB

Policy Number: Z19669

Policy Period: Effective Date: 07-01-22

Expiration Date: 07-01-23

In return for the payment of the premium and subject to all the terms of the policy, we agree to provide the insurance coverage as stated in the same.

12:01 A.M. standard time at your mailing address shown in the declarations

COVERAGE FORMS AND ENDORSEMENTS APPLICABLE TO THIS COVERAGE PART

Form Number	Form Title	Premium
IL-7044 (03-14)	Kentucky Premium Surcharge Endorsement	\$ 19.00
CG-0001R (12-11)	Commercial General Liability Coverage Form	
CG-2147F (12-07)	Employment - Related Practices Exclusion	
IL-0017F (11-98)	Common Policy Conditions	
IL-0021F (03-14)	Nuclear Energy Liability Exclusion - Broad Form	
IL-7025 (03-14)	Kentucky Changes - Cancellation and Nonrenewal	
CG-2167F (12-04)	Fungi or Bacteria Exclusion	
CG-2292F (12-07)	Snow Plow Operations Coverage	
CG-2187R (01-15)	Conditional Exclusion of Terrorism (Relating to Disposition of Federal Act)	
IL-7013 (03-14)	Kentucky Local Government Premium Tax Endorsement	54.00
IL-7014 (03-14)	Kentucky Collection Fee Endorsement	8.00
IL-7092 (02-11)	Amendment to Definition of Occurrence	
CG-0068F (05-09)	Recording and Distribution of Material or Info in Violation of Law Exclusion	
CG-2109F (06-15)	Exclusion - Unmanned Aircraft	
CG-2106F (05-14)	Exclusion-Access of Confidential or Personal Info/Data with Limited BI	
IL-7012 (01-18)	Asbestos Exclusion	
CG-7301 (12-19)	Acuity Enhancements - General Liability	150.00
CG-2001R (04-13)	Primary and Noncontributory - Other Insurance Condition	
CG-7321 (01-15)	Cap on Losses from Certified Acts of Terrorism	9.00
CG-7323 (01-15)	Exclusion of Punitive Damages Related to a Certified Act of Terrorism	
IL-7082 (12-20)	Disclosure Pursuant to Terrorism Risk Insurance Act	
CG-2146F (07-98)	Abuse or Molestation Exclusion	
CG-2230F (07-98)	Exclusion - Corporal Punishment	
Advance Endorsement Premium		\$ 240.00

Policy Number: Z19669
 Effective Date: 07-01-22

PREMIUM SUMMARY

Advance Schedule Premium	\$ 932.00
Advance Endorsement Premium	240.00
Total Advance Premium	\$ 1,172.00

A Kentucky Local Government Tax has been applied to the premium. See Kentucky Local Premium Tax Breakdown section.

The surcharge required by Kentucky Statute KRS 136.392 is included in the premium charged.

The Total Advance Premium shown above is based on the exposures you told us you would have when this coverage part began. We will audit this coverage part in accordance with Section IV - Conditions, item 5 Premium Audit at the close of the audit period.

LIMITS OF INSURANCE

General Aggregate Limit (Other Than Products-Completed Operations)	\$ 3,000,000
Products-Completed Operations Aggregate Limit	3,000,000
Personal and Advertising Injury Limit (Any One Person or Organization)	1,000,000
Each Occurrence Limit	1,000,000
Damage to Premises Rented to You Limit (Any One Premises)	250,000
Medical Expense Limit (Any One Person)	10,000
Acuity Enhancements - General Liability	See CG-7301

SCHEDULE OF LIABILITY CLASSIFICATIONS

Unit No.	Classification Description	Class Code	Premium Basis ¹	Rates		Advance Premium
				Premises	Products	
001	Buildings or Premises - Bank or Office - NOC (For Profit) - Products - completed operations for this classification are subject to the General Aggregate Limit	61226	3,500 AR	116.893	Included	\$ 409.00
002	Schools-Trade or Vocational - Products - completed operations for this classification are subject to the General Aggregate Limit	47474	60 PU	8.718	Included	523.00
Advance Schedule Premium						\$ 932.00

¹ AR = Area/Square Feet - Rates Apply Per 1,000
 PU = Pupil - Rates Apply Per Unit

KENTUCKY LOCAL PREMIUM TAX BREAKDOWN

Policy Number:
Effective Date:

Z19669
07-01-22

Unit No.	Taxing Authority	Premium Tax (including collection fee)
001	LEXINGTON	\$ 32.00
002	LEXINGTON	30.00
Total KY Local Premium Tax and Collection Fee		\$ 62.00

AUDIT PERIOD

Annual

FIRST NAMED INSURED IS:

ORGANIZATION OTHER THAN PARTNERSHIP, JOINT VENTURE OR LIMITED LIABILITY COMPANY

ADDITIONAL NAMED INSUREDS

WHO IS AN INSURED (Section II) includes the following Additional Named Insureds:

BIA CARES INC

LOCATION OF ALL PREMISES YOU OWN, RENT OR OCCUPY:

3146 CUSTER DR
LEXINGTON, KY 40517
650 KENNEDY RD
LEXINGTON, KY 40511
636 KENNEDY RD
LEXINGTON, KY 40511



Lexington-Fayette Urban County Government
Request for Proposals

Nonprofit Capital Grant Program Scope of Work

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

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

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

Instructions

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

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

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

For More Information:

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

1.0 GENERAL PROVISIONS

1.1 Funding

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

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

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

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

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

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

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

1.2 Proposal Submission

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

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

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

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

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

1.3 Acceptance/Rejection of Applications

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

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

Inquiries/Questions

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

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

1.4 Requests for Clarification

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

1.5 Timeline

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

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

Webinar ID: 852 2355 9169

Passcode: 435922

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

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

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

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

1.6 Evaluation

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

Scoring criteria are outlined in Section 4.0 Evaluation.

1.7 Selection

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

1.8 Reporting

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

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

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

2.0 PROPOSAL FORMAT

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

A complete proposal contains each of the following components:

- Fully completed application submittal cover sheet (PDF form attached)
- Attached project(s) and agency budgets
- Copy of lease if requesting Facility Improvements on a leased property, and highlighting the section to allowing the ability for leaseholder improvements.
- Other Attachments

- **Project Narrative for each requested capital project being requested (separate Project Narratives for each request if bundling capital project requests)**, responding to each of the five evaluation criteria described in Section 4.0 and utilizing format described below
 - Double spaced
 - Single sided
 - Arial 12-point font with 1-inch margins
 - Sections clearly marked
 - Page numbers in bottom right corner of complete submission

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

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

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

Section 2: Demonstrated Need

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

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

Section 3: Applicant Capacity for Project and Meeting ARPA Requirements

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

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

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

Section 4: Operational Feasibility

The application must include:

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

Section 5: Cost Analysis – and attachments

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

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

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

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

4.0 EVALUATION & CRITERIA

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

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

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

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

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

BIA Education Foundation Inc

BIA Education Foundation 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

BIA Education Foundation Inc Information

Contact: Brenda L Vance
Address: 3146 Custer Drive
Lexington, KY 40517
Phone: (185) 927-3511 x5
Email: brenda@biacentralky.com

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.

Brenda Lewis Vance

Signature

Submitted at 6/20/2022 08:02:26 PM (ET)

brenda@biacentralky.com

Email

Response Attachments

650 Kennedy Road Blueprint.pdf

Architect blueprint of 650 Kennedy Road. BIA Education project location

650 KennedyRoad Classroom Square Footage.pdf

BIA Education Foundation project - Tally of 650 Kennedy Road square footage by classroom and lab

650 Kennedy Road Lease Agreement.pdf

BIA Education Foundation project - Building Institute lease agreement 650 Kennedy Road

650 Kennedy Road Timeline and Budget.pdf

BIA Education Foundation project - 650 Kennedy Road Timeline and Budget

BIA Education Foundation Affidavit.pdf

BIA Education Foundation Affidavit from RFP

BIA Education Foundation Affirmative Action Policy.pdf

BIA Education Foundation Affirmative Action Policy from RFP

BIA Education Foundation Certification of Compliance ARPA Expenditure.pdf

BIA Education Foundation Certification of Compliance ARPA Expenditure from RFP

BIA Education Foundation Equal Opportunity Agreement.pdf

BIA Education Equal Opportunity Agreement from RFP

BIA Education Foundation General Provisions.pdf

BIA Education Foundation General Provisions from RFP

BIA Education Foundation GuideStar.org Gold Profile.pdf

BIA Education Foundation GuideStar.org Gold Seal Profile

BIA Education Foundation Project Narrative RFP #24-2022.pdf

BIA Education Foundation Project Narrative for 650 Kennedy Road

BIA Education Foundation Proposal Contact Information.pdf

BIA Education Foundation Proposal Contact Information from RFP

BIA Education Foundation Statement of Good Faith.pdf

BIA Education Foundation Statement of Good Faith from RFP

BIA Education Foundation - 3 NCG Submittal Cover Sheet.pdf

BIA Education Foundation Cover Transmittal

BIA Education Foundation- Secretary of State Current Report.pdf

BIA Education Foundation Secretary of State Current Report

BIA- Secretary of State Current Report.pdf

BIA of Central Kentucky Secretary of State Current Report

BIA of Central KY Workforce Analysis Form.pdf

BIA of Central Kentucky Workforce Analysis Form from RFP

Bid Solicitation Form.pdf

BIA Education Foundation Bid Solicitation Form

Building Institute Agency Budget.pdf

BIA Education Foundation - Building Institute Agency Budget

Building Institute Cost Analysis Support.pdf

BIA Education Foundation - Building Institute Cost Analysis Support

Building Institute Recruiting Statistics.pdf

BIA Education Foundation - Building Institute Recruiting Statistics

Building Institute Roster of Graduates.pdf

BIA Education Foundation - Building Institute Roster of Graduates

Building Institute Student Waiver and Release Form.pdf

BIA Education Foundation - Building Institute Student Waiver and Release

IRS Letter of Determination.pdf

BIA Education Foundation IRS Letter of Determination

BIA and Building Institute Insurance Policy.pdf

BIA Education Foundation - BIA and Building Institute Insurance Policy



PROPOSAL SUBMITTAL COVER SHEET

Agency Information

Agency Name: BIA Education Foundation, Inc.

Mailing Address: 3146 Custer Drive Lexington, KY 40517

Street Address: 3146 Custer Drive Lexington, KY 40517

Phone: (859) 273 - 5117

Is your Agency registered with the IRS as a 501(c)(3) organization? [X] 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? [X] 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):
Todd Johnson Executive Officer (859) 273-5117 Todd@BIACentralKY.com

Person Completing Application (Name, Title, Phone, Email):
Brenda Vance Director of Finance (859) 273-5117 Brenda@BIACentralKY.com

Project Information

Funding Requested by Project, if bundling multiple Projects:

Table with 3 columns: Project Name, Project Type (Facility Improvement/Operational Investment), and Request Amount. Row 1: 650 Kennedy Road Facility Improvement, Facility Improvement project (checked), 343,101. Row 2: 650 Kennedy Road Facility Improvement, Operational Investment project (checked), 68,391. Rows 3-5 are blank.

Total Funding Amount Requested: \$ 411,492

- 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.

RFP #24-2022 Nonprofit Capital Grants Program
BIA Education Foundation, Inc.

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- 650 Kennedy Road Classroom Square Footage (Section 4.5 Support) **39**
- 650 Kennedy Road Lease Agreement (Eligibility Attachment) **17-28**
- 650 Kennedy Road Timeline and Budget (Section 4.5 Support) **12-15**
- BIA Education Foundation Affidavit (RFP pgs. 8-9 Notarized) **41-42**
- BIA Education Foundation Affirmative Action Plan (RFP pg. 7) **40**
- BIA Education Foundation Bid Request (RFP pg. 19) **47-51**
- BIA Education Foundation Certification of Compliance ARPA Expenditure (RFP 31-35) **57-61**
- BIA Education Foundation Cover Transmittal (Required Attachment) **Cover**
- BIA Education Foundation Equal Opportunity Agreement (RFP pg. 10) **43**
- BIA Education Foundation General Provisions (RFP pg. 26-30) **52-56**
- BIA Education Foundation GuideStar.org Gold Profile (Section 4.1 8) **29**
- BIA Education Foundation IRS Letter of Determination (Eligibility Support) **32-33**
- BIA Education Foundation Proposal Contact Information (RFP pg. 36) **62**
- BIA Education Foundation Secretary of State Current Report (Section 4.1 7) **30**
- BIA Education Foundation Statement of Good Faith (RFP 23-25) **45-47**
- BIA of Central Kentucky Secretary of State Current Report (Section 4.1 7) **31**
- BIA of Central Kentucky Workforce Analysis Form (RFP pg. 11) **44**

- **Building Institute Agency Budget (Required Attachment) 16**
- **Building Institute Cost Analysis Support (Section 4.5 Support) 70-84**
- **Building Institute Insurance Policy (RFP reference pgs. 37-41) 63-69**
- **Building Institute Recruiting Statistics (Section 4.2 Support) 34**
- **Building Institute Roster of Graduates (Section 4.2 Support) 35**
- **Building Institute Student Waiver and Release (Section 4.2 Support) 36**

RFP #24-2022 Nonprofit Capital Grants Program
BIA Education Foundation, Inc.
Section 4.1

In the late fall of 2013, a group of business owners got together to discuss the shortage of skilled trades people available in Lexington, Kentucky. They addressed this need by founding the Building Institute of Central Kentucky. Less than 10 months later the doors opened, and a diverse group of students began classes in HVAC, Plumbing and Carpentry. The idea was, and continues to be, simple: have students work in their chosen trade by day and attend classes in the evening taught by working professionals in the trades. The motto “earn while you learn” was quickly adopted and remains the best description of how the Building Institute work and changes students' lives.

In 2016 the BIA Education Foundation, Inc. was formed to provide the opportunity for scholarship and student loan endowments, charitable contributions, seeking grants and pursuing other fund-raising options to benefit the students at the Building Institute. The BIA Education Foundation directly provides and indirectly facilitates the provision of services to low income, underserved, and marginalized Lexington-Fayette County residents. The mission of the BIA Education Foundation is to support the advancement, education, career development, training and placement of people serving the building industry and the community. The BIA Education Foundation serves individuals entering the skilled trades by providing tuition loans, classroom and lab facilities, equipment and supplies to students attending the Building Institute of Central Kentucky.

The physical location of the Building Institute is 650 Kennedy Road in Lexington, Kentucky. This location has convenient access from all parts of Fayette County via interstate highways and the proximity to New Circle Road. The students served are male and female, recent Fayette County High School graduates and senior citizens pursuing a new path in retirement. Some students are middle-aged adults doing a career reset, desiring a fresh start and a clean slate. Some students come in reluctantly with parents desperate to see them stand alone and some come excited for the opportunity that could lead to owning their own business. But a common thread, particularly among the recent graduates, is that somewhere along the way they slipped through the cracks. With a lack of financial resources and limited knowledge about the skilled trades as a viable career choice, many of our students were facing a lifetime of entry-level, subsistence wage jobs. We see the Building Institute as a vital resource in Fayette County to meet the training needs of low-income, underserved, or marginalized residents.

The BIA Education Foundation, Inc. and the Building Industry Association of Central Kentucky, the owner and operator of the Building Institute of Central Kentucky are in good standing with the Kentucky Secretary of State. The BIA Education Foundation, Inc. is registered with GuideStar.org and has a current and complete Gold Seal of Transparency. The funds from this grant will be used to improve the physical building and purchase operational equipment for the Building Institute of Central Kentucky and will not be used to teach, advance, advocate or promote any religion. The BIA Education Foundation agrees to comply with all applicable local, state, and federal laws. The Building Institute of Central Kentucky is licensed with the Kentucky Commission on

Proprietary Education. The Building Institute also has a memorandum of agreement with the LFUCG to provide job training opportunities to residents attending the Charles Young Center who seek such services.

RFP #24-2022 Nonprofit Capital Grants Program
BIA Education Foundation, Inc.
Section 4.2

Each of our students has a story to tell. We are fortunate to have time to hear many of them. A few of our students come with financial backing, but the majority are on their own to fund their education. We are proud of each student that has gone through the program and count among their ranks a broad spectrum of ethnic and culturally diverse people. One student's story stands out in particular. This boy lost his father during his early high school years. His mother was left to pick up the pieces and provide for the family. Dealing with grief and watching his mother struggle was leading him down the wrong path. His future did not look bright. After his high school graduation, his mother enrolled him in the Building Institute, and he reluctantly started class. Fast forward two years later and the boy that walked in with his head down became a confident young man. Demanding work built his character and time in the classroom prepared him for his trade and licensure exam. Along the way he learned how to conduct himself with a customer and be comfortable in a professional setting. On his graduation night he delivered a speech to his fellow students, in a crowded auditorium, sharing his experience at the school. But the best part, for those of us who knew him, was to see him standing-tall, wearing his daddy's suit.

Twenty months after opening the Building Institute graduated eleven students in HVAC, Plumbing and Carpentry. In the fall of 2018, with the addition of electricity to the trades offered, a move to a larger building was required to accommodate a growing student

population and provide the additional lab space required. The Building Institute flourished during Covid-19, as jobs in the skilled trades were considered essential services and thus pandemic proof. In addition to student growth each year, the Building Institute's programs were approved by the State of Kentucky as accelerated paths to licensure. The Building Institute's path to licensure for the HVAC and Plumbing programs is now one year. The Building Institute's path to licensure in the Electricity program is two years. By taking advantage of the Building Institute's accelerated program, not only do students become licensed more quickly, but their earnings are also accelerated as they become more valuable to their employers. To meet the growing demand for training, a January cohort of each trade was added in addition to the fall entry point. In the Spring of 2022 48 students graduated in the three trades. Space for growth again became an issue, so a search was initiated to find a location that would be a long-term home for the school. The new location at 650 Kennedy Road will accommodate student growth to the saturation point of the local employer demand.

The proposed capital project is needed for the Building Institute of Central Kentucky to fit-up classroom and lab space for students and provide operational support for student technology and infrastructure needs. The facility proposed for use will meet or be remedied to meet local codes, health, or safety standards.

RFP #24-2022 Nonprofit Capital Grants Program
BIA Education Foundation, Inc.
Section 4.3

The BIA Education Foundation has capacity to successfully execute this project and for meeting the required ARPA requirements. This organization is governed by a board of builders and trade professionals who willingly offer their expertise and resources to the foundation. In addition to their knowledge, the staff of the BIA of Central Kentucky has been made available and is qualified to carry out the project.

Todd Johnson, the Executive Officer of the BIA of Central Kentucky has worked directly in large association management his entire career. His area of focus is Government Affairs, and he works to keep association members current on code changes, environmental impact issues and economic trends. He will be the primary decision maker as the project progresses. Todd holds a B.S Degree in Biology from Western Kentucky University.

Bruce Maybriar, the Director of the Building Institute has a career spanning international business to classroom education. He oversees the day to operations of the trade school, student recruitment and the physical building. Bruce earned an undergraduate degree in Mathematics with a Business Minor from Morehead State University and a Master of Education degree from the University of Kentucky. He also has a secondary degree from Eastern Kentucky University in Quality Engineering.

Brenda Vance, the Director of Finance and Operations for the BIA of Central Kentucky has experience in public accounting, corporate finance, small business services, and

non-profit/fund-based organizations. Her role at the BIA includes financial support to the Building Institute and the BIA Education Foundation. She will be the primary grant administrator, keeping records and maintaining ARPA compliance. Brenda completed a Bachelor of Business Administration and Accounting at Eastern Kentucky University.

This project will be the next in line of many this team has worked on together since the start of the Building Institute. The list includes two building fit-ups, a whole house remodel on Wilgus Street in partnership with the Lexington Housing Authority and a new construction project done in conjunction with NoLi. Students built a tiny house that was displayed at the New Home and Remodeling Market Place, a public home show held at Altech Arena. This Tiny House was later sold to a local business Kentucky Awakening Mosaics partnered with the Building Institute to build four tiny houses that were used by Harlan County Public Schools as lodging for homeless high school students. And on a smaller scale a She Shed was built and sold at auction to raise funds for BIA Cares, Inc.

The Building Institute has been the recipient of LFUCG Workforce Development grant funds since 2017 including the most recent grant cycle going through 2024. Furthermore, the BIA Education Foundation and the Building Industry Association of Central Kentucky will manage and comply with APRA requirements, abiding by the conditions stated in the Certification of Compliance for American Rescue Plan Act Expenditures.

RFP #24-2022 Nonprofit Capital Grants Program
BIA Education Foundation, Inc.
Section 4.4

The BIA Education Foundation attests to the operational feasibility of this project by including in this proposal a clear budget and timeline for implementing and completing the project. The foundation's strategy for securing additional support and commitment, if needed, includes but is not limited to, use of available cash in the amount of \$50,000 and raising additional funds as the project progresses. The BIA of Central Kentucky maintains a \$125,000 line of credit, that with BIA board approval, could be used for the project. The board of the BIA of Central Kentucky has consented to the allocation of staff time as required by the Executive Officer, Director of the Building Institute, and the Director of Finance to carry out and report in compliance with ARPA requirements. The sequence of phases in the timeline indicate that the project can be successfully completed by April 30, 2024

Complete 650 Kennedy Timeline and Budget in attachments

RFP #24-2022 Nonprofit Capital Grants Program
BIA Education Foundation, Inc.
Section 4.5

The expected timeline and cost proposal to renovate the Building Institute are attached in a document labeled "650 Kennedy Road Timeline and Budget". We have developed a cost proposal broken down into seven stages beginning with the initial project development through project completion. Within each phase, costs are categorized as Facility Improvement, Operational Investments (both within the scope of this grant), Other Costs, and In-Kind/Cost Share donations. Notes are included where applicable to reference support in the "Cost Analysis Support" attachment.

Phase 1 of the project begins with the initial architectural planning, requisite city permits, and the demolition work of the actual space. This phase encompasses getting the building ready to receive students. It is during this stage that HVAC and electrical mechanicals, framing, insulation, drywall, painting, and initial flooring will be put in place.

Phase 2 equips the classroom and labs with technology that optimizes the student's time in the classroom and lab. Instructors frequently demonstrate intricate repair and installation procedures and having Smart Boards installed allows each student to get a closer look at what is being taught. Smart Boards allow for larger classes and are integral to further growth of the school. At this stage it is imperative to have a security system in place to protect the building, contents, and monitor activity in the parking lot and on school grounds.

Phase 3 completes the technology requirements for the classroom with the addition of scanning devices that allow the projection of books and technical drawings to be displayed on the Smart Boards.

Phases 4 and 5 optimize the learning spaces with the installation of acoustical ceilings, enhanced lighting, and epoxy floors. Phase 5 also includes equipment necessary to properly maintain the building.

Phase 6 closes out the project by replacing what will then be computers that are at least five years old.

The top of the Budget and Timeline document calculates the cost in each category by phase and reflects a % of each phase to the total project and the % of each category to the total project.

Much of the budget is developed from the experience and knowledge of members of the Building Industry Association of Central Kentucky. Purchased items are based on current retail cost with some estimate for price increases included. We have begun the bidding process, in compliance with ARPA and LFUCG guidelines. We are pleased that there is already significant interest in the project.

The Building Institute started out small, but with the space available in this new building the opportunity for growth is greatly expanded. Our focus is on bringing the best training experience to the students in our evening program, but with the proposed enhancements we can now consider other ways to maximize the use of the building during the day bringing more value to the investment. We are hopeful that there will be

opportunities to partner with other Fayette County agencies that could benefit from use of the space.

RFP #24-2022 Nonprofit Capital Grant Program
 BIA Education Foundation
 4.5 Project Time Line and Budget

	Facility Improvement	Operational Investments	Other Costs	In-Kind/ Cost Share	Project Total	Notes
Total Phase 1	148,000.00	-	27,000.00	3,000.00	178,000.00	38.2%
Total Phase 2	-	55,102.00	-	10,000.00	65,102.00	14.0%
Total Phase 3	-	3,276.00	6,091.00	1,000.00	10,367.00	2.2%
Total Phase 4	70,601.00	-	-	2,000.00	72,601.00	15.6%
Total Phase 5	99,500.00	3,199.00	-	1,000.00	103,699.00	22.3%
Total Phase 6	-	6,814.00	-	500.00	7,314.00	1.6%
Total Phase 7	25,000.00	-	2,500.00	1,000.00	28,500.00	6.1%
Project Request Total	343,101.00	68,391.00	35,991.00	18,500.00	465,983.00	100.0%
Percentage of Project	74%	15%	8%	4%	100%	

Phase 1 04/15/22-09/30/22	Facility Improvement	Operational Investments	Other Costs	In-Kind/ Cost Share	Project Total	Notes
Architectural Planning	-	-	10,000.00	-	10,000.00	All estimates have been developed under the advisement of the Building Industry Association members offering their expertise. Calculations do not deviate substantially from the norm in Lexington, KY for equipment, supplies, and labor.
Permitting	-	-	2,000.00	-	2,000.00	
Demolition	-	-	15,000.00	-	15,000.00	
HVAC Mechanical	25,000.00	-	-	-	25,000.00	
Electrical Mechanical	30,000.00	-	-	-	30,000.00	
Framing	30,000.00	-	-	-	30,000.00	In all other phases where no support is referenced the expertise of members was relied upon
Insulation	12,500.00	-	-	-	12,500.00	
Drywall	15,000.00	-	-	-	15,000.00	
Painting	5,000.00	-	-	-	5,000.00	
Flooring	10,000.00	-	-	-	10,000.00	
Finish Interior	11,000.00	-	-	-	11,000.00	Allocation for Grant Management
Upcharges	9,500.00	-	-	-	9,500.00	
BIA Staff Time	-	-	-	3,000.00	3,000.00	
Total Phase 1	148,000.00	-	27,000.00	3,000.00	178,000.00	

RFP #24-2022 Nonprofit Capital Grant Program
 BIA Education Foundation
 4.5 Project Time Line and Budget

Phase 2 10/01/22-12/31/22		Facility Improvement	Operational Investments	Other Costs	In-Kind/ Cost Share	Project Total	Notes
Smart Board HVAC 1	-	-	6,399.00	-	-	6,399.00	See Budget Support Attachment pgs. 1-6
Smart Board HVAC 2	-	-	6,399.00	-	-	6,399.00	See Budget Support Attachment pgs. 1-6
Smart Board Electric 1	-	-	6,399.00	-	-	6,399.00	See Budget Support Attachment pgs. 1-6
Smart Board Electric 2	-	-	6,399.00	-	-	6,399.00	See Budget Support Attachment pgs. 1-6
Smart Board Plumbing 1	-	-	6,399.00	-	-	6,399.00	See Budget Support Attachment pgs. 1-6
Smart Board Plumbing 2	-	-	6,399.00	-	-	6,399.00	See Budget Support Attachment pgs. 1-6
Smart Board Lab 1	-	-	6,399.00	-	-	6,399.00	See Budget Support Attachment pgs. 1-6
Smart Board Lab 2	-	-	6,399.00	-	-	6,399.00	See Budget Support Attachment pgs. 1-6
Security System Installation	-	-	3,910.00	-	-	3,910.00	See Budget Support Attachment pgs. 7-12
BIA Staff Time	-	-	-	-	10,000.00	10,000.00	Allocation for Grant Management
Total Phase 2	-	-	55,102.00	-	10,000.00	65,102.00	

Phase 3 01/01/23-03/31/23		Facility Improvement	Operational Investments	Other Costs	In-Kind/ Cost Share	Project Total	Notes
Instructor Area Desks	-	-	-	1,883.00	-	1,883.00	
Instructor Area Chairs	-	-	-	2,513.00	-	2,513.00	
Wire Management Systems	-	-	1,800.00	-	-	1,800.00	6 @ \$300
Scanner to Smart Boards	-	-	1,476.00	-	-	1,476.00	See Budget Support Attachment pgs. 13-16
Dry Erase Boards	-	-	-	1,695.00	-	1,695.00	
BIA Staff Time	-	-	-	-	1,000.00	1,000.00	Allocation for Grant Management
Total Phase 3	-	-	3,276.00	6,091.00	1,000.00	10,367.00	

RFP #24-2022 Nonprofit Capital Grant Program
 BIA Education Foundation
 4.5 Project Time Line and Budget

Phase 4 04/01/23-06/30/23	Facility Improvement	Operational Investments	Other Costs	In-Kind/ Cost Share	Project Total	Notes
	Remove Cove	1,000.00	-	-	1,000.00	
	Remove Classroom Lights	2,000.00	-	-	2,000.00	
	Install Ceiling Tiles	58,381.00	-	-	58,381.00	See Budget Support Attachment pgs. 17-22
	Install Ceiling Lights	6,720.00	-	-	6,720.00	See Budget Support Attachment pgs. 23-28
	Install New Cove	2,500.00	-	-	2,500.00	
	BIA Staff Time	-	-	2,000.00	2,000.00	Allocation for Grant Management
Total Phase 4	70,601.00	-	-	2,000.00	72,601.00	
Phase 5 07/01/23-09/30/23	Facility Improvement	Operational Investments	Other Costs	In-Kind/ Cost Share	Project Total	Notes
	Shot Blast Floor	25,000.00	-	-	25,000.00	See Budget Support Attachment pgs. 28-32
	Epoxy Floor	59,500.00	-	-	59,500.00	See Budget Support Attachment pgs. 33-36
	Paint Lower Walls in Classrooms	5,000.00	-	-	5,000.00	
	Install Chair Rail and Paint	5,000.00	-	-	5,000.00	
	Paint Above Chair Rail	5,000.00	-	-	5,000.00	
	Floor Cleaner	-	3,199.00	-	3,199.00	See Budget Support Attachment pgs. 39-40
	BIA Staff Time	-	-	1,000.00	1,000.00	Allocation for Grant Management
Total Phase 5	99,500.00	3,199.00	-	1,000.00	103,699.00	

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 BIA Education Foundation
 4.5 Project Time Line and Budget

Phase 6 10/01/23-12/31/23	Facility Improvement	Operational Investments	Other Costs	In-Kind/ Cost Share	Project Total	Notes
Instructor Computers	-	5,451.00	-	-	5,451.00	See Budget Support Attachment pgs. 41-42
Administrative Computer	-	1,363.00	-	-	1,363.00	See Budget Support Attachment pgs. 41-42
BIA Staff Time	-	-	-	500.00	500.00	Allocation for Grant Management
Total Phase 6	-	6,814.00	-	500.00	7,314.00	

Phase 7 01/03/24-03/31/24	Facility Improvement	Operational Investments	Other Costs	In-Kind/ Cost Share	Project Total	Notes
Landscaping	-	-	2,500.00	-	2,500.00	
Paint Exterior	25,000.00	-	-	-	25,000.00	
BIA Staff Time	-	-	-	1,000.00	1,000.00	Allocation for Grant Management
Total Phase 7	25,000.00	-	2,500.00	1,000.00	28,500.00	

TOTAL PROJECT	343,101.00	68,391.00	35,591.00	18,500.00	465,583.00	
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Kennedy Lease

SUBLEASE AGREEMENT

This SUBLEASE AGREEMENT (the "Sublease") is made this 22 day of March, 2022, by and between OPPORTUNITY WORKSHOP OF LEXINGTON, INC., a Kentucky non-profit corporation ("Sublandlord"), and HOME BUILDERS ASSOCIATION OF LEXINGTON, INC., a Kentucky corporation (a/k/a BUILDING INSTITUTE OF CENTRAL KENTUCKY) ("Subtenant").

PREAMBLE

A. Sublandlord, as "Tenant", and Kennedy Drive LLC, a Kentucky limited liability company, as "Landlord" ("Prime Landlord"), are parties to a certain Industrial Building Lease dated December 1, 2021 ("Prime Lease").

B. The premises leased under the Prime Lease consists of the property known as 636, 650, 676, and 692 Kennedy Road, Lexington, Kentucky, as more particularly described in the Prime Lease (the "Prime Premises").

C. Sublandlord has agreed to sublease to Subtenant the space depicted on the attached Exhibit A and outlined in red as the "BIA SUBLEASED PREMISES" (the "Subleased Premises") located in a portion of the Prime Premises located at 650 Kennedy Road (the "650 Kennedy Space") on the terms and conditions set out below.

SUBLEASE

1. Definitions. Unless they are specifically otherwise defined below, all capitalized terms used in this Sublease shall have the meanings assigned in the Prime Lease.

2. Sublease and Subordination to Prime Lease. Sublandlord subleases to Subtenant and Subtenant rents the Subleased Premises from Sublandlord and agrees to observe, perform and comply with each and every obligation, term, condition and covenant of the Prime Lease applicable to the Subleased Premises in the same manner and to the same extent as if the Subtenant were the named "Tenant" under the Prime Lease, except any provisions of the Prime Lease that are excluded under Section 2(d), below, or expressly modified in this Sublease. If there is any conflict between the terms and conditions in the Prime Lease and those set forth herein, the terms and conditions in this Sublease shall control. Subtenant hereby acknowledges receipt of a redacted copy of the Prime Lease. The parties agree and understand that:

- (a) Non-Exclusive Use. In connection with Subtenant's sublease of the Subleased Premises, Subtenant shall have the non-exclusive right, in common with Sublandlord and its agents, employees, contractors, and invitees, to use (i) the portion of the 650 Kennedy Space depicted and outlined in green as the "BIA/OWL SHARED PREMISES" on Exhibit A (the "Shared Space"), and (ii) the parking lot immediately adjacent to and serving the building in which the 650 Kennedy Space is located.

- (b) Rights of Prime Landlord and Sublandlord. Subtenant's obligations and covenants under the Prime Lease are for the benefit of Sublandlord as well as Prime Landlord and Sublandlord shall have the right to enforce any such obligation or covenant in the same manner and to the same extent as if it were the "Landlord" under the Prime Lease; and Sublandlord shall also have the right to exercise any of the rights granted to "Landlord" under the Prime Lease against Subtenant as it relates to the Subleased Premises, to the extent applicable;
- (c) Consents. Whenever the Prime Lease requires the consent of the Prime Landlord, the Subtenant shall also be required to obtain the written consent of Sublandlord, which Sublandlord shall not unreasonably withhold (provided that Sublandlord shall not be deemed to have consented to any request rejected by the Prime Landlord);
- (d) Terms and Conditions. This Sublease is further subject and subordinate to all terms and conditions of the Prime Lease and to each and every other right reserved to the Prime Landlord under the Prime Lease;
- (e) Exclusions and Modifications to Prime Lease. The following provisions, clauses, sections, schedules and exhibits of the Prime Lease are not applicable to this Sublease and are not incorporated by reference:

Section 1.1, Sections 1.4 – 1.14, Section 2.1, Section 2.2 (except the last paragraph of Section 2.2, which shall be applicable), Section 2.3, Section 3, Section 4.4, Section 8, the first paragraph of Section 14, the fourth sentence of Section 20, Section 23, Section 24.2, Section 24.17, and Exhibit B of the Prime Lease.

Subtenant has no rights under any of these provisions, clauses, sections, schedules and exhibits of the Prime Lease. Please note that any references to Exhibit A of the Prime Lease are solely for purposes of describing the 650 Kennedy Space, and do not establish any rights for Subtenant.

3. Sublease Term. This Sublease shall have a term ("Sublease Term") commencing on the later of (i) September 1, 2022, and (ii) the date the Prime Landlord executes and delivers its consent to this Sublease as provided in Section 19 herein (the "Sublease Commencement Date"), and it shall expire on November 30, 2026 (the "Sublease Expiration Date"). Subtenant understands and agrees that it has no right to renew the Sublease or to holdover after the end of the Sublease Term.

4. Rental. Commencing on the Sublease Commencement Date and during the remainder of the Sublease Term, Subtenant shall pay monthly rent ("Rent") to Sublandlord as follows:

<u>Sublease Period</u>	<u>Monthly Rent</u>
Sublease Commencement Date – November 30, 2023	\$3,800.00
December 1, 2023 – November 30, 2024	\$3,850.00
December 1, 2024 – November 30, 2025	\$3,925.00
December 1, 2025 – November 30, 2026	\$3,975.00

All Rent shall be paid to Sublandlord, without notice, demand or setoff except as expressly provided herein, payable in advance on the first (1st) day of each month during the Sublease Term, with the first installment of Rent being due on or before the Sublease Commencement Date. Rent for any partial month shall be prorated. Except as otherwise expressly provided in this Sublease, Sublandlord shall not be required to make any expenditure, incur any obligation, or incur any liability of any kind whatsoever in connection with this Sublease.

5. Permitted Use. Subtenant shall occupy and use the Subleased Premises solely as permitted in the Prime Lease, and for no other use or activity without Sublandlord's prior written consent, which it may give or withhold in its sole and absolute discretion. Subtenant understands that its use of the Subleased Premises is further subject to the limitations imposed in Section 4.1 of the Prime Lease.

6. Security Deposit. Simultaneously with Subtenant's execution of this Sublease, Subtenant shall deposit with Sublandlord an amount equal to THREE THOUSAND NINE HUNDRED SEVENTY-FIVE and 00/100 DOLLARS (\$3,975.00) (the "Security Deposit"), to be held by Sublandlord as security for Subtenant's observance of its covenants and performance of its obligations under this Sublease. If any Rent or any other sums due hereunder from Subtenant shall be overdue and unpaid or should Sublandlord make payments on behalf of Subtenant or should Subtenant fail to perform any of the terms of this Sublease, then Sublandlord may, at its option, and without prejudice to any remedy which Sublandlord may have on account thereof, appropriate and apply the entire Security Deposit or so much thereof as may be necessary to reimburse Sublandlord for the failure to pay Rent or any other sums due hereunder from Subtenant, or towards any loss, damage or expense sustained by Sublandlord resulting from such default on the part of the Subtenant; and in such event Subtenant shall forthwith upon demand restore the Security Deposit to the original sum deposited. Upon the expiration of the Sublease Term, Sublandlord may apply any portion of the Security Deposit to the payment of any of Subtenant's unpaid expenses and for any costs Sublandlord may incur for the repair of any damage to the Subleased Premises caused by Subtenant and the remainder shall be paid to Subtenant.

7. Utilities. Rent includes charges for all electric, gas, water, sewer and trash removal utilities and services at the Subleased Premises. Subtenant shall contract directly, and

timely pay, for all other utilities to be furnished to the Subleased Premises in connection with Subtenant's use, including, without limitation, internet, cable and other telecommunication utilities.

8. Condition of Subleased Premises.

- (a) Condition. Subtenant agrees and understands that Sublandlord owes no obligation to Subtenant under any provisions of the Prime Lease relating to the condition of the Subleased Premises, including Section 13 of the Prime Lease, and **SUBTENANT ACCEPTS THE SUBLEASED PREMISES ON THE SUBLEASE COMMENCEMENT DATE IN "AS-IS, WHERE-IS" CONDITION, WITH ALL FAULTS.**
- (b) Alterations. Subtenant shall not make any alterations or install an signage to the Subleased Premises or the Shared Space, unless otherwise permitted in accordance with Section 11 of the Prime Lease ("Alterations"); provided, however, in accordance with Section 2(b) of this Sublease, whenever the Prime Lease requires the consent of the Prime Landlord to perform Alterations, the Subtenant shall also be required to obtain the written consent of Sublandlord, which Sublandlord shall not unreasonably withhold, condition or delay. All permitted Alterations shall be performed in accordance with the requirements of the Prime Lease. Notwithstanding anything in this paragraph or the Prime Lease to the contrary, regardless of whether Sublandlord's consent is required, Subtenant shall provide at least 15 days prior written notice to Sublandlord of any intended Alterations to the Subleased Premises or Shared Space. Subtenant covenants that Subtenant will remove any Alterations upon the expiration of the Sublease (and restore any damage to the Subleased Premises and Shared Space as a result of such removal), at its sole cost and expense, to the extent (i) such Alterations are required to be removed under the terms and conditions of the Prime Lease, (ii) Sublandlord and/or Prime Landlord notifies Subtenant at any time during the Sublease Term that such removal is required, or (iii) such Alterations were made without Sublandlord's consent and Sublandlord subsequently requests removal of the same.
- (c) Surrender. At the end of the Sublease Term, Subtenant shall surrender the Subleased Premises to Sublandlord in the condition required by the Prime Lease (including, without limitation, Section 20 of the Prime Lease) and with all of Subtenant's Alterations (to the extent required under Section 8(b) above) and Subtenant's personal property removed (and all damage caused by such removal repaired); provided, however, Subtenant shall not be responsible as part of such surrender obligations to remove any alterations performed by Sublandlord to the Subleased Premises prior to the date of this Sublease.

9. Maintenance.

(a) Subleased Premises. Subtenant, at Subtenant's sole cost and expense, shall keep and maintain the Subleased Premises in a clean and safe condition, in good order, condition and repair as provided in and required under Section 13.1.1 of the Prime Lease. In furtherance of the foregoing covenant, Subtenant agrees to observe, perform and comply with each and every obligation, term, condition and covenant of Section 13.1.1 of the Prime Lease as it relates to the Subleased Premises in the same manner and to the same extent as if the Subtenant were the named "Tenant" under the Prime Lease.

(b) Shared Space. Sublandlord, at Sublandlord's sole cost and expense, shall keep and maintain the Shared Space in a clean and safe condition, in good order, condition and repair, but only to the extent required by Sublandlord as "Tenant" pursuant to Section 13.1.1 of the Prime Lease. Notwithstanding the foregoing, if the need for maintenance, repairs and/or replacements to the Shared Space is due to the negligence or willful misconduct of Subtenant or its agents, employees, contractors or invitees, then Subtenant shall reimburse Sublandlord for Sublandlord's costs in performing such maintenance, repairs and/or replacements within 30 days of Subtenant's receipt of Sublandlord's invoice.

(c) Non-Assumption. In no event shall this Section 9 of the Sublease be construed as an assumption by Sublandlord of any of the repair and/or replacement obligations of Prime Landlord set forth in the Prime Lease, including, without limitation, Section 13.1.2 of the Prime Lease.

10. Insurance. Subtenant shall maintain the insurance coverages described in Section 10.2 of the Prime Lease to be maintained by "Tenant" under the Prime Lease and in each case where Prime Landlord is required to be named as an additional insured, Sublandlord shall be named as an additional insured together with Prime Landlord. Each party waives any and all claims for recovery from the other and from Prime Landlord, to the extent of the waivers contained in Section 10.3 of the Prime Lease. On or before the Sublease Commencement Date, and promptly after the beginning of each subsequent calendar year, Subtenant shall furnish to Sublandlord and Prime Landlord certificates evidencing the aforesaid insurance coverage.

11. Indemnity. Subtenant indemnifies and agrees to defend and hold both Sublandlord and Prime Landlord harmless against each and every liability of any and every kind or nature to the extent required by "Tenant" under Section 17 of the Prime Lease. Subtenant further indemnifies and agrees to defend and hold Sublandlord harmless from and against any and all loss, cost, expenses damage, or liability of any kind or nature, including but not limited to reasonable attorneys' fees and legal costs and expenses, arising out of or in any way associated with Subtenant's use of the Subleased Premises or Subtenant's violation of any obligation of this Sublease or any obligation Subtenant has assumed under the Prime Lease. Sublandlord indemnifies and agrees to defend and hold Subtenant harmless from and against any and all loss, cost, expenses damage, or liability of any kind or nature, including but not limited to reasonable attorneys' fees and legal costs and expenses, arising out of or in any way associated with Sublandlord's violation of any obligation of this Sublease. This provision shall survive any termination of this Sublease.

12. Casualty Damage and Condemnation. Sublandlord shall have no obligation to repair or restore casualty damage to the Subleased Premises or Shared Space under the circumstances described in Section 18 of the Prime Lease, or to restore the Subleased Premises following an expropriation under the circumstances described in Section 19 of the Prime Lease, all of which shall be the responsibility of Prime Landlord, if applicable, as provided in such sections of the Prime Lease. Subtenant shall have the same rights as those which are granted to "Tenant" under those Sections; so long as Subtenant has delivered the necessary notice to Sublandlord and Prime Landlord.

13. Commission. Sublandlord and Subtenant warrant that no real estate salesperson, broker or other consultant is entitled to claim a commission in connection with this Sublease. Sublandlord and Subtenant each agree to indemnify and hold the other harmless against claims made by any real estate salesperson, broker or other consultant claiming entitlement to a commission by virtue of representing the indemnifying party's interests.

14. Assignment and Subleasing. Subtenant understands that the rights of Sublandlord (and accordingly, Subtenant's rights) are subject to the restrictions imposed in Section 8 of the Prime Lease (which are not applicable to this Sublease). Accordingly, the parties agree that all assignment and further subletting of the Subleased Premises shall be governed by the following provisions:

- (a) Subtenant shall not sublet the Subleased Premises, or any portion thereof, nor assign, mortgage, pledge, transfer or otherwise encumber or dispose of this Sublease, or any interest therein, or in any manner assign, mortgage, pledge, transfer or otherwise encumber or dispose of its interest or estate in the Subleased Premises or any portion thereof, without Sublandlord's prior written consent, which Sublandlord shall not unreasonably withhold so long as Subtenant remains liable for the full and prompt performance of all obligations under this Sublease. Subtenant agrees that any one or more of the following will be proper grounds for Sublandlord's refusal of a proposed assignment or sublease: (i) Prime Landlord refuses to consent to the proposed assignment or sublease, for any reason; (ii) an Event of Default has occurred and is continuing under this Sublease; (iii) the proposed use of the Subleased Premises increases Sublandlord's risk of loss in connection with the Subleased Premises; or (iv) the proposed subtenant or assignee engages in business in competition with Sublandlord, as determined by Sublandlord.
- (b) Subtenant agrees to pay promptly after Sublandlord's written demand, any and all reasonable, actual out-of-pocket costs of Sublandlord (including reasonable attorney's fees paid or payable and all costs charged by Prime Landlord) in connection with the review of any request for assignment or subletting.

- (c) Subtenant's failure to comply with the foregoing provisions and conditions shall, at Sublandlord's option, render any purported assignment of subletting null and void and of no force and effect.

15. Obligations of Sublandlord. Sublandlord shall not be required to undertake any of the obligations or duties of "Landlord" under the Prime Lease, all of which shall remain the exclusive obligations and duties of Prime Landlord. If Subtenant desires to enforce any obligations against or obtain any consent required of the Prime Landlord, Subtenant shall give Sublandlord at least five (5) business days prior written notice of its desire to have Sublandlord enforce any such obligation against, or obtain any consent required of, Prime Landlord. Sublandlord shall take all commercially reasonable actions proposed by Subtenant to enforce Prime Landlord's obligations and agrees to promptly cooperate with Subtenant as appropriate and to sign any demands, pleadings or other documents reasonably necessary to enforce Prime Landlord's obligations under the Prime Lease or to obtain any consent required of Prime Landlord, so long as Subtenant pays all costs and expenses associated with the prosecution of these enforcement actions or proceedings or obtaining Prime Landlord's required consent. Notwithstanding anything in this Lease to the contrary, Subtenant releases and holds Sublandlord harmless from any liability arising out of Prime Landlord's failure to perform obligations under the Prime Lease.

16. Notices. All notices required by or given in connection with this Sublease shall be in writing and shall be sent by (a) registered, postage prepaid, return receipt requested, (b) personal delivery, or (c) overnight courier providing tracking service, and shall be deemed to have been given (i) upon delivery (or refusal to accept delivery), if sent via mail, and (ii) upon receipt or refusal if personally delivered. Notices shall be addressed to:

Sublandlord: Opportunity Workshop of Lexington, Inc.
650 Kennedy Road
Lexington, Kentucky 40505 (USA)
Attention: Tony Higgins
Phone: (859) 300-0648
Facsimile: (859) 254-0578

with a copy to:

Dinsmore & Shohl LLP
101 South Fifth Street, Suite 2500
Louisville, Kentucky 40202 (USA)
Attention: Sarah S. Mattingly, Esq.
Phone: (859) 425-1096

Subtenant: Building Institute of Kentucky

or to any other address delivered by either party in the manner required in this Section 16. Any notices required by or given in connection with this Sublease to Prime Landlord shall be done in the manner set forth herein. Sublandlord shall give Subtenant prompt written notice of any changes to the notice provisions set forth in the Prime Lease.

17. Default. In addition to the defaults in Section 21 of the Prime Lease, each of the following occurrences, conditions or acts shall also constitute an "Event of Default" under this Sublease:

- (a) The failure to make any payment of Rent to Sublandlord on or before the date it becomes due.
- (b) The failure to honor the indemnity obligations in this Sublease within three (3) days after receipt of Sublandlord's written demand.
- (c) Any action or omission by Subtenant which would constitute a default under the Prime Lease, which is not cured within ten (10) days after written notice from Sublandlord.
- (d) Failure by Subtenant to perform any other obligation under this Sublease within ten (10) days after receipt of written notice from Sublandlord or such longer period as may be necessary to effectuate such default so long as Subtenant undertakes such cure within such 10-day period and thereafter diligently pursues such cure to completion (not to exceed 30 days); or
- (e) The occurrence of an "Event of Default" under the Prime Lease by Subtenant.

Following an Event of Default, and to the extent permitted by applicable law, Sublandlord shall have the right to immediately re-enter and repossess the Subleased Premises without judicial process and to take any and all action necessary to prevent or cure any default under the Prime Lease, all at Subtenant's sole cost and expense, and, to the extent permitted by applicable law, Subtenant consents to and waives all objections to this right of re-entry. In addition, Sublandlord shall have the right to exercise (i) any and all remedies available under law and/or equity, and/or (ii) the remedies described in the Prime Lease in the same manner and to the same extent as though Sublandlord were the "Landlord" named in the Prime Lease, including, without limitation, those remedies set forth in Section 22 of the Prime Lease. Furthermore, if Subtenant fails to pay any amount due or to perform any obligation owing under this Sublease, then Sublandlord shall have the right (but not the obligation) to pay or perform on Subtenant's behalf. Subtenant shall promptly reimburse Sublandlord for all reasonable and actual out-of-pocket costs, expenses, penalties and other charges Sublandlord incurs in connection with such performance or as the result of any default under the Prime Lease corresponding to a default hereunder, including but not limited to all reasonable attorneys' fees incurred in connection therewith, plus interest from the date of the expenditure until the date Sublandlord receives Subtenant's reimbursement, accruing at the rate of ten percent (10%) per annum or the maximum amount allowed by law, whichever is less.

18. Entire Agreement. The parties agree that this Sublease constitutes the entire agreement between the parties and supersedes any other oral or written representations, conditions or agreements relating to this transaction.

19. Consent to Sublease. This Sublease is conditioned upon receipt of the Prime Landlord's consent and THIS SUBLEASE SHALL BE OF NO FORCE AND EFFECT UNTIL SUCH CONSENT HAS BEEN OBTAINED.

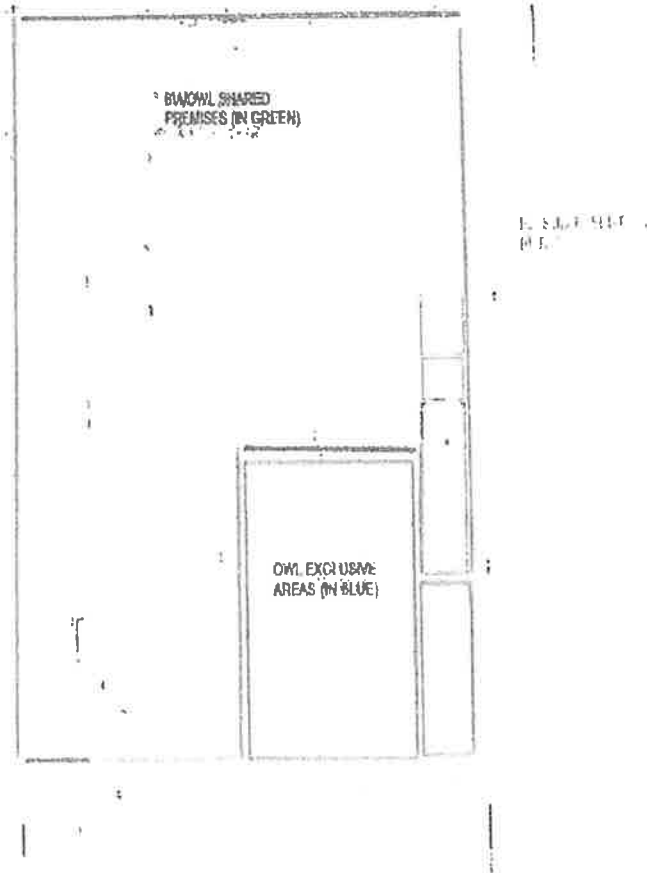
20. Subtenant's and Sublandlord's Representations and Warranties. Subtenant and Sublandlord each respectively represent and warrant to the other that each of them has full power and authority to enter into this Sublease and perform its respective obligations hereunder and that this Sublease is enforceable against each of them in accordance with its terms.

21. No Recording. This Sublease shall not be recorded against the title of the real property on which the Subleased Premises is located.

22. Counterparts. This Sublease may be executed and delivered in counterparts and by facsimile or electronic (pdf) transmission, when all counterpart documents are executed and delivered, the counterparts shall be deemed to be an original, and shall constitute a single binding instrument. The delivery of an unexecuted version of this Sublease shall not be construed as an offer to lease and this Sublease shall not be binding upon either party until it has been executed and delivered by both parties.

(signatures on the following pages)

EXHIBIT A



LTJ 3/22/2022

Bia Education Foundation Inc



aka BIA EDUCATION FOUNDATION
Lexington, KY

[View GuideStar Profile](#)



MISSION

The mission of the BIA Education Foundation is to support the advancement, education, career development, training and placement of men and women serving the building industry

EIN

82-2003581

PRINCIPAL OFFICER

Todd Johnson

RULING YEAR

2020

BOARD CHAIR

Lisa Ball

IRS SUBSECTION

501(c)(3) Public Charity

SUBJECT AREA

Vocational post-secondary education

FOUNDING YEAR

2017

NTEE Code

Education N.E.C. (B99)

MAIN ADDRESS

3146 Custer Dr
Lexington, KY
40517

AFFILIATION TYPE

Independent Organization

CONTACT

Brenda Vance
Brenda@biacentralky.com

Commonwealth of Kentucky
Michael G. Adams, Secretary of State

0989642
Michael G. Adams
KY Secretary of State
Received and Filed
3/9/2022 10:10:09 AM
Fee receipt: \$15.00

NARP

Michael G. Adams
Secretary of State
P. O. Box 1150
Frankfort, KY 40602-1150
(502) 564-3490
<http://www.sos.ky.gov>

Annual Report
Online Filing

ARP

Company: BIA Education Foundation, INC
Company ID: 0989642
State of origin: Kentucky
Formation date: 6/28/2017 12:00:00 AM
Date filed: 3/9/2022 10:10:09 AM
Fee: \$15.00

Principal Office

3146 CUSTER DRIVE
3146 CUSTER DRIVE
LEXINGTON
LEXINGTON, KY 40517

Registered Agent Name/Address

Todd Johnson
3146 Custer Dr
Lexington, KY 40517

Current Officers

President Lisa Ball 3146 Custer Drive Lexington, KY 40517

Directors

Director Mac Crawford 3146 Custer Drive Lexington, KY 40517
Director Butch Mellot 3146 Custer Drive Lexington, KY 40517
Director William Hodges 3136 Custer Drive Lexington, KY 40517

Signatures

Signature Todd Johnson
Title Executive Officer

Commonwealth of Kentucky
Michael G. Adams, Secretary of State

0030884
Michael G. Adams
KY Secretary of State
Received and Filed
3/9/2022 10:05:44 AM
Fee receipt: \$15.00

NARP

Michael G. Adams
Secretary of State
P. O. Box 1150
Frankfort, KY 40602-1150
(502) 564-3490
<http://www.sos.ky.gov>

Annual Report
Online Filing

ARP

Company: HOME BUILDERS ASSOCIATION OF LEXINGTON, INC.
Company ID: 0030884
State of origin: Kentucky
Formation date: 4/1/1953 12:00:00 AM
Date filed: 3/9/2022 10:05:44 AM
Fee: \$15.00

Principal Office

3146 CUSTER DRIVE
LEXINGTON, KY 40517

Registered Agent Name/Address

TODD JOHNSON
3146 CUSTER DR
LEXINGTON, KY 40515

Current Officers

President	Drew Brester	3146 Custer Drive, Lexington, KY 40517
Vice President	Joe Palumbo	3146 CUSTER DRIVE, LEXINGTON, KY 40517

Directors

Director	Nick Keitz	3146 CUSTER DRIVE, LEXINGTON, KY 40517
Director	Christy Helton	3146 Custer Drive, Lexington, KY 40514
Director	Brent Anderson	3146 Custer Drive, Lexington, KY 40514

Signatures

Signature	Todd Johnson
Title	Executive Officer

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: JUN 03 2020

BIA EDUCATION FOUNDATION INC
3146 CUSTER DRIVE
LEXINGTON, KY 40517

Employer Identification Number:
82-2003581
DLN:
29053028314000
Contact Person:
PAULA J MOLL-MALONE ID# 31262
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
Decembere 31
Public Charity Status:
509(a)(2)
Form 990/990-EZ/990-N Required:
Yes
Effective Date of Exemption:
June 28, 2017
Contribution Deductibility:
Yes
Addendum Applies:
No

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

BIA EDUCATION FOUNDATION INC

Sincerely,

Stephen a. martin

Director, Exempt Organizations
Rulings and Agreements

Letter 947



650 Kennedy Road, Lexington Kentucky

Who said College is the only option?
 Are you ready for 4 more years of School?
 Student Loans are a National Crisis!!
Why make it YOUR Crisis?!

	Education Cost	Job During School	Debt upon Graduation	Kentucky Average Income	Current Employment Numbers	Projected Additional Employees*	Total Increase In Jobs	Projected Gross Income By Age 30	Projected Gross Income By Age 50
HVAC (1 year)	\$8,000	\$25,000	\$0	\$43,430	4165	5004	120%	\$459,300	\$1,327,900
Plumber (1 year)	\$8,000	\$25,000	\$0	\$53,932	7359	9527	129%	\$564,320	\$1,642,960
Electrician (2 years)	\$8,000	\$50,000	\$0	\$52,342	8786	10344	118%	\$573,420	\$1,620,260
Diesel Mechanic (1 year)	\$41,540	\$0	\$41,540	\$41,667	4270	4697	110%	\$83,461	\$1,125,136
Teacher (5 years)	\$103,850	\$0	\$103,850	\$52,645	49770	42863	86%	\$159,375	\$1,212,275
RN (4 years)	\$103,850	\$0	\$103,850	\$60,566	46265	35979	78%	\$302,813	\$1,410,300
Policeman (2 years)	\$41,540	\$0	\$41,540	\$43,973	7210	5651	78%	\$310,244	\$1,189,704
Dentist (8 years)	\$166,160	\$0	\$166,160	\$92,578	1043	548	53%	\$18,996	\$1,870,556
Doctor (12 years)	\$249,240	\$0	\$249,240	\$178,286	1444	688	48%	-\$249,240	\$2,959,908

"We are lending money we don't have to kids who can't pay it back to train them for jobs that no longer exist. That's nuts. The flaw is our insistence on separating blue-collar jobs from white-collar jobs, and encouraging one form of education over another."

Mike Rowe

Data Source: May 4, 2020

<https://data.bls.gov/oes//?geoOcc/Multiple%20occupations%20for%20one%20geographical%20area>

https://www.bls.gov/oes/current/oes_ki.htm

*Resulting from retirement, transfers, leaving the industry

Call

Bruce Maybriar
 Director
 859-229-6641

Location

650 Kennedy Road
 Lexington, Kentucky
BuildingInstituteKY.com

2016 Graduates	2017 Graduates	2018 Graduates	2019 Graduates	2020 Graduates	2021 Graduates	2022 Graduates
Cody Anderson	Bryan York	Jacob Garrett	Josh Marcum	Luke Gribbons	Alex Hricenak	Jason Wright
Trevor Dixon	Joshua Dalton	James Malone	Andrew Wiseman	Joseph Levenson	Avion Coleman	Jessica Burch
Chris Patterson	Austin Merriman	Parker Dalton	James Carmichael	Brian Moore	Brayden Bryant	Adam Clark
Al Rukavina	Wayne Gray	John Robbins	Korey Fritts	Lindsey Mullins	Campbell Wade	Nazar Velichko
Jordan Gasser	Ryan Lawrence	Ben Sills	Erick Castillo	Mark Parrish	Chase Edwards	Spenser Henriksen
Timmy Turner	Jessie Duff	Stuart Thomas	Vinson Whitton	Chris Coleman	Curtis Jackson	Dallas Pryce
Jordan Stubbs	Joe Hamlett	David Bice	Kenneth Clark	Grant Black	Daniel Faulconer	Josh Roberts
Adam Berry	Kaleb Hartley	Jeff Daniels	Tom Penn	Ever Ravus	Daniel Burns	Sam Severt
Cathie Velotta	Sam Maybriar	Gregory Brent	Brandon Ethington	Pug Barrett	Devan Justice	Parker Thomas
Roberta Parker	Daniel Carroll	John Waller	Stanford Adams	Brad Brumfield	Drew Hensley	Kevin Avila
Cody Parrish	Josh Crosby	Matt Redman	James Rader	Blake Gasser	Dylan Crook	Jawad Al-Sabbagh
	Jonathan Smith	Caleb Woods	Brandon Sulca	Presley Jackson	Dylan Scott	Christian Cullip
	Mike Twardy	Chad Stapp	Matt Parsons	James Meadows	Isaac Buck	Kenny Cyganiewicz
	Bill Evtits	Mike Alexander	John Shields	Kameron Milan	Jack Combs	Ayman Shalash
	Andrew Campbell	Justin Wilson	Parker Hawkins	Logan Pool	Jacob Long	Jacob McCulley
	Parker Moore	Aaran Dieck	Geoff Lodge	Taylor Ritchie	Jacoby Lovell	Brandon Plotts
		Eric Spalding	Hunter Barrett	Trey Russell	Jared McIntyre	Caina Halsey
		Michael Kelly	Chris Foreman	Jolo Stephens	Jason Ellis	Casey Roberts
		Zane Hall	Wesley Norris	Luka Vasilyuk	Jeffery Ashcraft	Gannon Terhune
		Max Fuller	Andrew Hayes	Brannon McLarney	Joe Raterman	Jalal Tawasha
		Teddy Bradley	Damon Rosenbarker	Chaz Kidwell	Joe Mims	James Young
		Blake Corvin	John Tovar	Jerrold Bauer	John Payne	Kody Roush
		Pierre Moore	John Haffley		Jonathon Scott	Mason Hughes
			Ryan Sulca		Jordan Williams	Noah Sherr
			Jack Anderson		Jose Cortez	Robert Key
					Josh Lemley	Timothy Duff
					Kaleb Hill	Vitaly Kornck
					Keaton Kruger	Trae Whittemore
					Kody Meyer	Tristan Dobbins
					Logan Courtney	Nathan Foster
					Martin Anderson	Trace Lane
					Matthew Elias	Paul Maksimenko
					Morgan Hockensmith	Joe Levenson
					Nathan Price	Joe Perkins
					Patrick Crowe	Matt McElroy
					Rashad Spillman	Kenneth Cheek
					Jordan Harm	Dallas Bryant
					Riley Maybriar	Briyan Cortez
					Cody Reid	Dakota Hegge
					William Jones	Jonah Wilkins
					Zach Thompson	Colin Albers
						Sabino Bastida
						Brice Cole
						Brian Crumo
						Sean Luigart
						Alex Orozco
						Ivan Palamino
						Marcus Sherlock



WAIVER OF LIABILITY

Building Institute of Central Kentucky

Home Builders Association of Lexington DBA Building Industry Association of Central KY

1. In consideration for receiving permission to participate in the Building Institute of Central Kentucky's apprentice and/or trade program, I hereby RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE Building Institute of Central Kentucky, Home Builders Association of Lexington, the Board of Directors of the Home Builders Association of Lexington, their officers, agents, or employees (hereinafter referred to as RELEASEES) from any and all liability, claims, demands, actions, and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by me, or to any property belonging to me, while participating in such activity, while in, on or upon the premises where the activities are being conducted, REGARDLESS OF WHETHER SUCH LOSS IS CAUSED BY THE NEGLIGENCE OF THE RELEASEES, or otherwise and regardless of whether such liability arises in tort, contract, strict liability, or otherwise, to the fullest extent allowed by law

2. I am fully aware of the risks and hazards connected with the building industry, and I am aware that such activities include the risk of injury and even death, and I hereby elect to participate in said activities, knowing that the activities may be hazardous to my property and me. I voluntarily assume full responsibility for any risks of loss, property damage, or personal injury, including death that may be sustained by me or any loss or damage to property owned by me, because of being engaged in such an activity, WHETHER CAUSED BY THE NEGLIGENCE OF RELEASEES or otherwise, to the fullest extent allowed by law

3. I further hereby AGREE TO INDEMNIFY AND HOLD HARMLESS the RELEASEES from any loss, liability, damage, or costs, including court costs and attorneys' fees that Releases may incur due to my participation in said activities, WHETHER CAUSED BY NEGLIGENCE OF RELEASEES or otherwise, to the fullest extent allowed by law.

4. It is my express intent that this Waiver and Hold Harmless Agreement shall bind the members of my family and spouse, if I am alive, and my heirs, assigns and personal representative, if I am deceased, and shall be deemed as a RELEASE, WAIVER, DISCHARGE, AND COVENANT NOT TO SUE the above-named RELEASEES. I hereby further agree that this Waiver of Liability and Hold Harmless Agreement shall be construed in accordance with the laws of the State of Kentucky and that any mediation, suit, or other proceeding must be filed or entered only in Kentucky and the federal or state courts of Kentucky. Any portion of this document deemed unlawful or unenforceable is severable and shall be stricken without any effect on the enforceability of the remaining provisions.

IN SIGNING THIS AGREEMENT, I ACKNOWLEDGE AND REPRESENT THAT I have read the foregoing Wavier of Liability and Hold Harmless Agreement, understand it and sign it voluntarily as my own free act and deed; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent; and I execute this Agreement for full, adequate and complete consideration fully intending to be bound by same.

Photograph and Publicity Release Form

I, _____, give my permission to use my name, likeness, image, voice, and/or appearance as such may be embodied in any pictures, photos, video recordings, audiotapes, digital images, and the like, taken or made on behalf of Building Institute and the Building Industry Association of Central Kentucky.

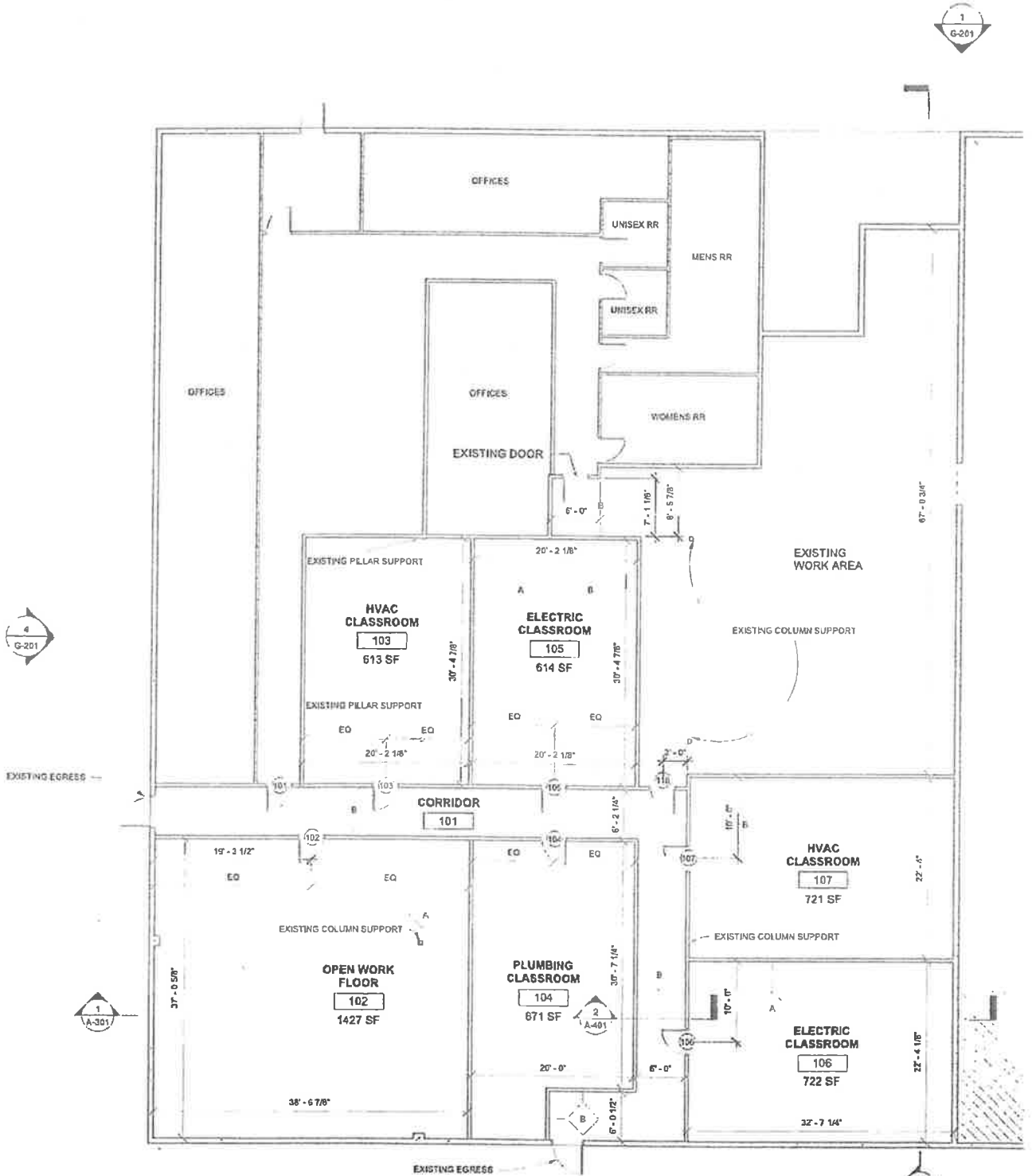
I agree that Building Institute and the Building Industry Association of Central Kentucky has complete ownership of such pictures, etc., including the entire copyright, and may use them for any purpose consistent with the Building Institute and the Building Industry Association of Central Kentucky mission. These uses include, but are not limited to illustrations, bulletins, exhibitions, videotapes, reprints, reproductions, publications, advertisements, and any promotional or educational materials in any medium now known or later developed, including the Internet. I acknowledge that I will not receive any compensation, etc. for the use of such pictures, etc., and hereby release Building Institute and the Building Industry Association of Central Kentucky and its agents and assigns from all claims which arise out of or are in any way connected with such use. I have read and understood this consent and release.

Signature: _____ Date: _____

Building Institute of Central Kentucky

650 Kennedy Road
Lexington, Ky

*** DOORS: 101, 102, 103, 104, 105, 106, 107



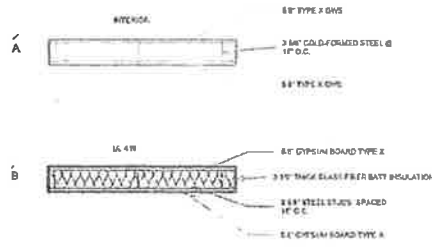
1 PROPOSED FIRST FLOOR PLAN
A-101 1/8" = 1'-0"

2 A-301
2 G-201

37

ARE TO BE 20 MIN RATED DOORS

WALLTYPE LEGEND



AREA OF BUILDING
NOT IN SCOPE



NOTES
DIMENSIONS FROM FACE OF EXISTING WALLS AND FINISH FACE OF NEW WALLS

**GIBSON
TAYLOR
THOMPSON**

ARCHITECTURE
& DESIGN

(478) 718-7727
WWW.GIBSONTAYLORTHOMPSON.COM
545 MAPLELAND AVE
LEAKINGTON, KENTUCKY 40308



No.	Description	Date
-----	-------------	------

650 KENNEDY RD

**BIA TRAINING ROOM
FIT-UP**

FIRST FLOOR PLAN

Date	6/1/2022
Drawn by	CK
Checked by	GTT

A-101

Scale As Indicated

38

Building Institute
Classroom & Lab Square Footage

Classroom	Use	Square Feet
103	HVAC	613
104	Plumbing	671
105	Electric	614
107	HVAC	721
108	Electric	722
102	HVAC Lab	1427
	Multi-Lab	2090
		6858