

R-482-2022

C-247-2022

COMMUNITY PROJECT AGREEMENT

THIS COMMUNITY PROJECT AGREEMENT ("Agreement"), is made and entered into on the 17th day of November 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 **NORTHERN KENTUCKY LEGAL AID SOCIETY, INC., D/B/A LEGAL AID OF THE BLUEGRASS**, a Kentucky nonprofit corporation, ("Organization") with a mailing address of 104 East 7th Street, Covington, Kentucky 41011.

WITNESSETH

WHEREAS, the Organization is a 501(c)(3) nonprofit organization, as defined by the Internal Revenue Code, that plans to purchase and renovate property located at 300 East Main Street, Suites 237, 239, and 240, in Lexington, Kentucky ("Property" or "Properties) and make operational improvements thereto;

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 1, 2022 and shall last until December 31, 2026, unless terminated by LFUCG at an earlier time.
2. **RELATED DOCUMENTS.** This Agreement shall consist of the terms herein as well as the following additional documents, which are attached hereto as exhibits and incorporated herein by reference as if fully stated:
 - A. Exhibit "A" – Request for Proposal, Risk Management Provisions, and Scope of Project
 - B. Exhibit "B" – Response to Request for Proposal

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

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

4. **PAYMENT.** LFUCG shall pay Organization a total amount not to exceed **SIX HUNDRED NINETY THREE THOUSAND ONE HUNDRED THIRTY FOUR DOLLARS (\$693,134)** ("Funds") for the completion of all of the Project(s). All expenditures must be incurred on or before **April 30, 2024**. The total amount of the Funds that the Organization shall receive is divided in separate amounts, and these amounts shall be allocated for each Project. Thus, the total amount paid for each Project ("Sum") shall not exceed the amounts stated herein:

PROJECT # AND DESCRIPTION	SUM	OPERATIONAL/CAPITAL
1) Purchase and Renovation of the Property	1) \$500,000	1) Capital
2) Lexington Building Operational Improvements	2) \$193,134	2) Operational

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

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

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

5. **CONSTRUCTION TERMS.** The following terms shall apply to any of the Project(s) above that require construction costs (Project # 1).

a. Project to be Completed in Workmanlike Manner.

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

b. Permits.

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

c. Building Regulations.

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

d. No Liens.

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

e. Right of Inspection.

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

to any third party that the improvements are, or will be, free of faulty materials or workmanship.

f. Nonliability.

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

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

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

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

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

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

- a. In the event of a termination based upon a material condition of non-performance or default by Organization, LFUCG shall provide Organization with advance written notice and a reasonable period of time to cure the breach.
 - b. Organization may only terminate this Agreement based upon LFUCG's failure to timely pay for properly invoiced and accepted work. Organization shall provide LFUCG with at least thirty (30) days' advance written notice and an opportunity to cure prior to termination.
 - c. Organization acknowledges that LFUCG is a governmental entity, and that the validity of this Agreement is based upon the availability of appropriated funding. In the event that such funding is not appropriated in a future fiscal year, LFUCG's obligations under this Agreement shall automatically expire without penalty to the LFUCG thirty (30) days after written notice to Organization. LFUCG shall exercise any application of this provision in good faith.
8. **REPORTING.** Organization shall provide LFUCG with timely quarterly reports and updates related to the completion of the Projects in the form and manner reasonably specified by LFUCG.
9. **REGISTRATION; COMPLIANCE; AUTHORITY TO SIGN.** Organization shall be lawfully registered or authorized to do business in the Commonwealth of Kentucky and Lexington-Fayette County and shall at all times comply with any and all applicable federal, state, and local laws, ordinances, and regulations. LFUCG may request proof that Organization has timely filed federal, state, or local tax forms which shall be provided by Organization on a timely basis. The person signing this Agreement on behalf of Organization is fully authorized to do so.
10. **INSURANCE; INDEMNITY.** The Risk Management Provisions in Exhibit "A" are incorporated herein as if fully stated.
11. **RECORDS.** Organization shall keep and make available to LFUCG any records related to this Agreement as are necessary to support its performance of the services for a period of at least five (5) years following the expiration or termination of this Agreement, or as otherwise required depending upon the source of funds. Books of accounts shall be kept by Organization and entries shall be made therein of all money, goods, effects, debts, sales, purchases, receipts, payments and any other transactions of Organization related to this Agreement and shall be made available to LFUCG upon request.
- a. LFUCG shall be the owner of all final documents, data, studies, plans, reports, and information prepared by Organization under this Agreement.
 - b. Organization understands and agrees that this Agreement and any related documents may be subject to disclosure under the Kentucky Open Records Act and will comply with any reasonable request by LFUCG to provide assistance with such a request.
12. **ACCESS.** Organization shall allow LFUCG any necessary reasonable access to monitor its performance under this Agreement.

13. **CONTRACTUAL RELATIONSHIP ONLY.** In no event shall the parties be construed, held or become in any way for any purpose the employee of the other party, or partners, associates or joint ventures in the conduct of their respective endeavors or otherwise.
14. **EQUAL OPPORTUNITY; FAIRNESS ORDINANCE.** Organization shall provide equal opportunity in employment for all qualified persons, and shall (a) prohibit discrimination in employment because of race, color, creed, national origin, sex, age, sexual orientation, gender identity, or handicap, (b) promote equal employment through a positive, continuing program of equal employment, and (c) cause any subcontractor or agency receiving funds provided pursuant to this Agreement to do so. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices. Organization agrees to comply with LFUCG's Fairness Ordinance (Ordinance No. 201-99) and all sources of applicable law, including those specified in any Exhibit attached to this Agreement and incorporated herein by reference.
15. **SEXUAL HARASSMENT.** Organization must adopt or have adopted a written sexual harassment policy, which shall, at a minimum, contain a statement of current law; a list of prohibited behaviors; a complaint process; and a procedure which provides for a confidential investigation of all complaints. The policy shall be given to all employees and clients and shall be posted at all locations where Organization conducts business. The policy shall be made available to LFUCG upon request.
16. **DISPOSITION OF PROPERTY.** Organization agrees that it shall not sell or otherwise dispose of any goods, property, or equipment acquired and/or improved with any portion of the Funds without first obtaining the consent of LFUCG. Organization agrees that this provision shall survive termination of the Agreement, if this Agreement terminates prior to December 31, 2026. If Organization breaches this provision, Organization may be liable to LFUCG for that breach in an amount that shall not exceed the fair market value of the goods, property and/or equipment that it sold or otherwise transferred. LFUCG further reserves the right to enforce this provision through any remedy available at law, equity, or in bankruptcy.
17. **INVESTMENT.** Any investment of the Funds received pursuant to this Agreement must fully comply with any restrictions imposed by law.
18. **NO ASSIGNMENT.** Organization may not assign any of its rights and duties under this Agreement without the prior written consent of LFUCG.
19. **NO THIRD PARTY RIGHTS.** This Agreement does not create a contractual relationship with or right of action in favor of a third party against either Organization or LFUCG.
20. **KENTUCKY LAW AND VENUE.** This Agreement shall be governed in all respects by the laws of the Commonwealth of Kentucky and venue for all actions shall lie in the Circuit Court of Fayette County, Kentucky.
21. **AMENDMENTS.** By mutual agreement, the parties to this Agreement may, from time to time, make written changes to any provision hereof. Organization acknowledges that LFUCG may make such changes only upon approval of its legislative authority, the Lexington-Fayette Urban County Council, and the signature of its Mayor.

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

For Organization:

Attn: Current Executive Director
Legal Aid of the Bluegrass
300 East Main Street, Suite 110
Lexington, Kentucky 40507

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:

Mackenzie Jock
Deputy
Clerk of the Urban County Council

LEGAL AID OF THE BLUEGRASS

BY: *Karen Ginn*
Karen Ginn
Interim Executive Director

COMMONWEALTH OF KENTUCKY)
COUNTY OF FAYETTE)

The foregoing instrument was acknowledged before me this the 10 day of November, 2022, by Karen Ginn, Interim Executive Director of Legal Aid of the Bluegrass, a Kentucky nonprofit organization.

My commission expires: 8-13-2025

Patricia A. Piskott
Notary Public, State-at-Large, Kentucky



EXHIBIT "A"

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

EXHIBIT "B"

Response to Request for Proposal

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

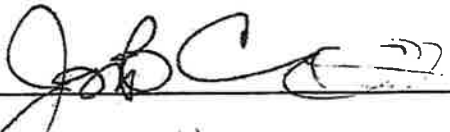
Comes the Affiant, Joshua B. Crabtree, and after being first duly sworn, states under penalty of perjury as follows:

1. His/her name is Joshua B. Crabtree and he/she is the individual submitting the proposal or is the authorized representative of Legal Aid of the Bluegrass, 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 Rowan

The foregoing instrument was subscribed, sworn to and acknowledged before me by Joshua B. Crabtree on this the 27th day of May, 2022

My Commission expires: 10-31-2024

Melinda Kay Jennings #KYNP16691
NOTARY PUBLIC, STATE AT LARGE

EQUAL OPPORTUNITY AGREEMENT

The Law

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

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

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

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

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

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

Bidders

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



Signature

Legal Aid of the Bluegrass

Name of Business

WORKFORCE ANALYSIS FORM

Name of Organization: Legal Aid of the Bluegrass

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	3	2	1													2	1
Professionals	24	11	12				1									11	13
Superintendents	0															0	0
Supervisors	9	2	5				1									2	6
Foremen	0															0	0
Technicians	0															0	0
Protective Service	0															0	0
Para-Professionals	14	3	10				1									3	11
Office/Clerical	12	4	8													4	8
Skilled Craft	0															0	0
Service/Maintenance	0															0	0
Total:	62	22	36	0	0	0	3	0	0	0	0	0	0	0	0	22	39

Prepared by: Joshua Crabtree, Executive Director

Date: 6/21/2022

(Name and Title)



**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.



MINORITY BUSINESS ENTERPRISE PROGRAM

Sherita Miller, MPA
Minority Business Enterprise Liaison
Division of Central Purchasing
Lexington-Fayette Urban County Government
200 East Main Street
Lexington, KY 40507
smiller@lexingtonky.gov
859-258-3323

OUR MISSION: The mission of the Minority Business Enterprise Program is to facilitate the full participation of minority and women owned businesses in the procurement process and to promote economic inclusion as a business imperative essential to the long term economic viability of Lexington-Fayette Urban County Government.

To that end the city council adopted and implemented resolution 167-91—Disadvantaged Business Enterprise (DBE) 10% Goal Plan in July of 1991. The resolution states in part (a full copy is available in Central Purchasing):

“A Resolution supporting adoption of the administrative plan for a ten percent (10%) Minimum goal for disadvantaged business enterprise participation in Lexington-Fayette Urban County Government construction and professional services contracts; Providing that as part of their bids on LFUCG construction contracts, general Contractors shall make a good faith effort to award at least ten percent (10%) of All subcontracts to disadvantaged business enterprises; providing that divisions of LFUCG shall make a good faith effort to award at least ten percent of their Professional services and other contracts to disadvantaged business enterprises...”

A Disadvantaged Business Enterprise is defined as a business that has been certified as being at least 51% owned, operated and managed by a U.S. Citizen of the following groups:

- African-American
- Hispanic-American
- Asian/Pacific Islander
- Native American/Native Alaskan
- Non-Minority Female
- Economically and Socially Disadvantaged

In addition, to that end the city council also adopted and implemented resolution 167-91—Veteran-owned Businesses, 3% Goal Plan in July of 2015. The resolution states in part (a full copy is available in Central Purchasing):

“A resolution adopting a three percent (3%) minimum goal for certified veteran-owned small businesses and service disabled veteran-owned businesses for certain of those Lexington-Fayette Urban County contracts related to construction for professional services, and authorizing the Division of Purchasing to adopt and implement guidelines and/or policies consistent with the provisions and intent of this resolution by no later than July 1, 2015.”

We have compiled the list below to help you locate certified MBE, WBE and DBE certified businesses. Below is a listing of contacts for LFUCG Certified MWDBEs in Economic Engine (<https://lexingtonky.ionwave.net>)

Business	Contact	Email Address	Phone
LFUCG	Sherita Miller	smiller@lexingtonky.gov	859-258-3323
Commerce Lexington – Minority Business Development	Tyrone Tyra	ttyra@commercelexington.com	859-226-1625
Tri-State Minority Supplier Diversity Council	Sonya Brown	sbrown@tsmsdc.com	502-625-0137
Small Business Development Council	Dee Dee Harbut UK SBDC	dharbut@uky.edu	859-257-7668
	Shirie Mack	smack3@email.uky.edu	859-257-7666
Community Ventures Corporation	James Coles	jcoles@cycky.org	859-231-0054
KY Department of Transportation	Melvin Bynes	Melvin.bynes2@ky.gov	502-564-3601
	Shella Eagle	Shella.Eagle@ky.gov	502-564-3601
Ohio River Valley Women’s Business Council (WBENC)	Rea Waldon	rwaldon@gcul.org	513-487-6534
Kentucky MWBE Certification Program	Yvette Smith, Kentucky Finance Cabinet	Yvette.Smith@ky.gov	502-564-8099
National Women Business Owner’s Council (NWBOC)	Janet Harris-Lange	janet@nwbo.org	800-675-5066
Small Business Administration	Robert Coffey	robertcoffey@sba.gov	502-582-5971
LaVoz de Kentucky	Andres Cruz	lavozydeky@yahoo.com	859-621-2106
The Key News Journal	Patrice Muhammad	paatricem@keynewsjournal.com	859-373-9428



LFUCG MWDBE PARTICIPATION FORM

Bid/RFP/Quote Reference # _____

The MWDBE subcontractors listed have agreed to participate on this Bid/RFP/Quote. If any substitution is made or the total value of the work is changed prior to or after the job is in progress, it is understood that those substitutions must be submitted to Central Purchasing for approval immediately.

MWDBE Company, Name, Address, Phone, Email	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1.			
2.			
3.			
4.			

The undersigned company representative submits the above list of MWDBE firms to be used in accomplishing the work contained in this Bid/RFP/Quote. Any misrepresentation may result in the termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and false claims.

Company

Company Representative

Date

Title



LFUCG MWDBE SUBSTITUTION FORM
Bid/RFP/Quote Reference # _____

The substituted MWDBE subcontractors listed below have agreed to participate on this Bid/RFP/Quote. These substitutions were made prior to or after the job was in progress. These substitutions were made for reasons stated below and are now being submitted to Central Purchasing for approval. By the authorized signature of a representative of our company, we understand that this information will be entered into our file for this project.

SUBSTITUTED MWDBE Company Name, Address, Phone, Email	MWDBE Formally Contracted/ Name, Address, Phone, Email	Work to Be Performed	Reason for the Substitution	Total Dollar Value of the Work	% Value of Total Contract
1.					
2.					
3.					
4.					

The undersigned acknowledges that any misrepresentation may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and false claims.

Company

Company Representative

Date

Title



MWDBE QUOTE SUMMARY FORM

Bid/RFP/Quote Reference # _____

The undersigned acknowledges that the minority subcontractors listed on this form did submit a quote to participate on this project.

Company Name	Contact Person
Address/Phone/Email	Bid Package / Bid Date

MWDBE Company Address	Contact Person	Contact Information (work phone, Email, cell)	Date Contacted	Services to be performed	Method of Communication (email, phone meeting, ad, event etc)	Total dollars \$\$ Do Not Leave Blank (Attach Documentation)	MBE * AA HA AS NA Female	Veteran

(MBE designation / AA=African American / HA= Hispanic American/AS = Asian American/Pacific Islander/ NA= Native American)

The undersigned acknowledges that all information is accurate. Any misrepresentation 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



LFUCG SUBCONTRACTOR MONTHLY PAYMENT REPORT

The LFUCG has a 10% goal plan adopted by city council to increase the participation of minority and women owned businesses in the procurement process. In order to measure that goal LFUCG will track spending with MWDBE vendors on a monthly basis. By the signature below of an authorized company representative, you certify that the information is correct, and that each of the representations set forth below is true. Any misrepresentation may result in termination of the contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims. Please submit this form monthly to the Division of Central Purchasing/ 200 East Main Street / Room 338 / Lexington, KY 40507.

Bid/RFP/Quote # _____

Total Contract Amount Awarded to Prime Contractor for this Project _____

Project Name/ Contract #	Work Period/ From: _____ To: _____
Company Name:	Address:
Federal Tax ID:	Contact Person:

Subcontractor Vendor ID (name, address, phone, email)	Description of Work	Total Subcontract Amount	% of Total Contract Awarded to Prime for this Project	Total Amount Paid for this Period	Purchase Order number for subcontractor work (please attach PO)	Scheduled Project Start Date	Scheduled Project End Date

By the signature below of an authorized company representative, you certify that the information is correct, and that each of the representations set forth below is true. 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.

Company

Company Representative

Date

Title

LFUCG STATEMENT OF GOOD FAITH EFFORTS

Bid/RFP/Quote # _____

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).

_____ 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

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

June 20, 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

June 20, 2022

Date

Firm Submitting Proposal: Legal Aid of the Bluegrass

Complete Address: 300 East Main Street, Suite 110, Lexington 40507
Street City Zip

Contact Name: Joshua B. Crabtree Title: Executive Director

Telephone Number: 859-957-0186 Fax Number: 859-431-3009

Email address: jcrabtree@lablaw.org

**RISK MANAGEMENT PROVISIONS
INSURANCE AND INDEMNIFICATION**

INDEMNIFICATION AND HOLD HARMLESS PROVISION

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

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

FINANCIAL RESPONSIBILITY

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

INSURANCE REQUIREMENTS

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

Required Insurance Coverage

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

<u>Coverage</u>	<u>Limits</u>
General Liability million aggregate (Insurance Services Office Form CG 00 01) limit	\$1 million per occurrence, \$2 or \$2 million combined single
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.

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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

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

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

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

4.0 EVALUATION & CRITERIA

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

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

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

6. Facility Improvement location is located in Fayette County and Operational Investments must be for the purpose of serving Fayette County residents with these grant funds
7. Be in good standing with the Kentucky Secretary of State
8. Responders shall be registered and have a current, complete Gold Seal of Transparency or higher level agency portrait on GuideStar.org
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"



PROPOSAL SUBMITTAL COVER SHEET

Agency Information

Agency Name: Legal Aid of the Bluegrass

Mailing Address: 104 East 7th Street, Covington, KY 41011

Street Address: 300 East Main Street, Suite 110, Lexington, KY 40507

Phone: (859) 431 - 8200

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):
Joshua B. Crabtree, Executive Director, 859-957-0186, jcrabtree@lablaw.org

Person Completing Application (Name, Title, Phone, Email):
Brenda Combs, Operations Director, 859-957-0190, bcombs@lablaw.org

Project Information

Funding Requested by Project, if bundling multiple Projects:

Project: <u>Lexington Building Purchase and Renovation</u>	Request \$ <u>500,000</u>
<input checked="" type="checkbox"/> Facility Improvement project	<input type="checkbox"/> Operational Investment project
Project: <u>Lexington Building Operational Improvements</u>	Request \$ <u>193,134</u>
<input type="checkbox"/> Facility Improvement project	<input checked="" type="checkbox"/> Operational Investment project
Project: _____	Request \$ _____
<input type="checkbox"/> Facility Improvement project	<input type="checkbox"/> Operational Investment project
Project: _____	Request \$ _____
<input type="checkbox"/> Facility Improvement project	<input type="checkbox"/> Operational Investment project
Project: _____	Request \$ _____
<input type="checkbox"/> Facility Improvement project	<input type="checkbox"/> Operational Investment project

Total Funding Amount Requested: \$ 693,134

- 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.

Firm Submitting Proposal: Legal Aid of the Bluegrass

Complete Address: 300 East Main Street, Suite 110, Lexington 40507
Street City Zip

Contact Name: Joshua B. Crabtree Title: Executive Director

Telephone Number: 859-957-0186 Fax Number: 859-431-3009

Email address: jcrabtree@lablaw.org

Response to Project Narrative Facility Improvements

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

Since 1967, Legal Aid of the Bluegrass (LABG) has provided civil legal assistance to low-income and other vulnerable Kentuckians in its 33 county service area. We have offices located in Covington, Lexington, Morehead, and Ashland. We employ 25 lawyers, 18 paralegals, an executive team, and other staff, making up a team of over 50 people. We are governed by a 24 volunteer member Board of Directors, comprised of 15 attorneys, eight client community representatives, and one representative from an organization interested in the provision of civil legal services. We serve a low-income population of about 200,000 people.

At LABG, our mission is to provide high-quality legal assistance through direct representation, education, advice, advocacy, and coordination with other community partners and resources. We use the justice system to ensure fairness, protect families, and change lives.

We serve Central Kentucky residents from two office locations in Lexington. Our main office is located at: 300 East Main Street, Lexington, KY 40507. We also staff an annex office located at: 110 Vine Street where our LFUCG funded Rent Assist staff currently work because we ran out of space at our main Lexington office. Our office hours at both locations are 10:00 a.m.-6:00 p.m. Monday – Thursday and 10:00 a.m. - 4:00 p.m. on Friday. People calling into our office between speak directly to an intake specialist. Our Lexington office also experiences a large number of walk-in each day and some of projects such as the LFUCG funded Rent Assist project staff meet directly with people in-person and conduct onsite client intake for services. We can also meet clients in their home counties or in their homes when they are

homebound. Most of our intake is through an 800-intake number. For people who cannot reach us during business hours, we provide the option for people to apply for legal services through our online intake. Also, we outreach to the community after office hours when an event that we believe we should attend occurs. People can also apply for our legal services at any time from our online applicant portal located on our website at <https://lablaw.org/apply-here>.

Our attorneys provide legal counsel and advice or representation in court to assure that they can meet their basic needs for housing, physical safety, freedom from financial exploitation, access to health care and income. All cases we accept are within Board approved priorities and case acceptance guidelines. Our attorneys and advocates provide services to thousands of Lexington residents each year. For example, in 2021, we closed 1632 cases helping 3285 people living in Fayette County. But the demand for our services is high and many more people are in need of trained attorneys to represent them in legal issues that impact their stability and self-sufficiency.

4.2 Demonstrated Need

As described here, Legal Aid of the Bluegrass is the only civil legal aid provider in the Lexington-Fayette County area that provides legal services to low-income people with brutal legal needs. We help those experiencing domestic violence to help people be safe. We help the elderly and disabled with health insurance, nursing home discharge issues and document preparation like living wills, durable powers of attorney, and Qualified Income Trusts to promote healthy living, avoid homelessness, and assure their wishes are followed. We file bankruptcies to save clients' homes, restore drivers' licenses or utility services, or remove a debt causing a wage garnishment. We screen clients to ensure they are getting all the public benefits they are entitled to and help those eligible enroll in public benefits. We represent clients in foreclosure and

eviction proceedings to keep people in their homes. We expunge a non-violent misdemeanor or felony convictions to make people more employable so they can earn a living wage.

Need for Facility Improvements:

Emerging Legal Needs: Every five years LABG conducts a legal needs assessment to identify the community's most brutal legal needs. Our 2021 assessment shows that legal issues impacting housing, the family, and health care are emerging legal needs for people living in our Central Kentucky service area. The pandemic and resulting economic fallout has significantly impacted our clients and has changed how we must focus our legal services moving forward. For example, during the pandemic we experienced that high rates of Lexington tenants were coming to us because they were about to be evicted from their home. To meet this emerging legal need, LABG partnered with LFUCG to launch its Rent Assist project. Our Rent Assist staff work directly with Fayette County tenants to intervene in the eviction process so they may avoid the loss of their home. Our staff meet directly with vulnerable tenants to educate them on available eviction and financial relief programs. We work with tenants to complete applications for rental and relocation assistance and help connect those evicted to stabilizing support like motel vouchers and public benefit programs to help stabilize the family as they look for longer term housing and so that they may avoid homelessness. Our Rent Assist staff receive a call volume of between 45 to 60 calls for assistance each day. We have screened 4761 people for eviction relief programs. Of those screened, we opened 617 cases, helping 850 adults and 2310 children access assistance. Our Rent Assist staff work alongside our attorneys to holistically serve Lexington tenants to resolve their legal issues.

Need for Office Space: Our Rent Assist project is wildly successful, but we have experienced office spacing issues and other operational constraints as result of implementing new projects to meet emerging legal needs brought on by the pandemic. For example, our main office location in Lexington was already completely staffed before we hired five additional positions for our Rent Assist and COSSAP projects. This required LABG to quickly lease a second Lexington office at Base 110 in October of 2021 to avoid overcrowding and so that we were able to quickly begin providing services with no delays. This was a temporary fix made to enable our staff to operate, but will not work effectively long-term. People who reach us for in-person legal services often lack accessible transportation or the money to pay for public transportation. They often cannot afford a cellphone to contact our toll free number or lack internet access to reach our online applications. The people we serve may already have barriers to reaching us, yet, we experience that having two office locations in Lexington often confuses the clients we serve. Lexington residents are familiar with our main office at 300 East Main, but when a person is supposed to meet with a staff member working at our Base 110 office location, they sometimes go to the wrong location. This is challenging for poor people who have already experienced barriers to reaching our services and are at times, experiencing life changing circumstances, such as being evicted. It is our goal to help remove barriers that low-income people experience, but our second office location often adds an additional barrier for clients seeking our legal services.

Having two offices in separate locations is also an administrative burden. Staff working in our second office do not receive the same level of support from their supervisors who work in the main location. Supervisors of staff working in our Base 110 location currently make regular trips between the two offices to provide mentorship and guidance to staff. However, staff

working in our second office often feel distant from their colleagues and they may not feel as though they are part of the main office culture.

To combat this challenge, LABG has the opportunity to purchase additional office space in the building which houses our main office. The additional space is located on the second floor of 300 East Main Street in Suites 237, 239 & 240. The space contains 7,078 gross square feet of office space and will cost \$45 per square foot.

Acquiring this new space would ease confusion for our clients and boost morale between the staff working in the separate offices. Importantly, this space would give us the ability to grow into a location without the fear of overcrowding. It would ease operational burdens and give us the ability to better share our resources, which often prevent us from taking on new projects that could go toward better serving Lexington's most vulnerable residents. Importantly, our office is located in close proximity to some of Lexington's highest poverty census tracts, and it's important that our services are located in an area where our community's most vulnerable are located to easily access our services. In short, this space will promote LABG's mission to provide high-quality legal assistance to ensure fairness, protect families, and change lives.

Need for Legal Services: While we touched on it in this section, we want to expand how access to Civil Legal Services can transform people's lives. Census data already shows that nearly 15% of Fayette County residents live in poverty. Some sectors, such as the leisure and hospitality sector throughout Fayette County, saw over a 50% reduction in the workforce within weeks of the pandemic's start¹. The number of people employed in this sector is just now starting to rise to pre-pandemic levels today. This likely means that people in service industry jobs went

¹ U.S. Bureau of Labor Statistics, 2022. Retrieved from: <https://data.bls.gov/pdq/SurveyOutputServlet>

months without work, driving the family unit deeper into poverty. The world is different now, and the legal issues that low-income people experience are amplified by increased rental costs, food shortages, racial injustices, and other socio-economic disparities that impact the stability of the low-income family.

Here is a few examples of how our attorneys can use the legal system to help stabilize the lives of low-income people living in Fayette County:

- Our attorneys provide legal counsel and advice or representation in court to assure that they can meet their basic needs housing, physical safety, freedom from financial exploitation, access to health care and income.
- Through the justice system, our attorneys represent those experiencing domestic violence to help them remain safe.
- Our attorneys and advocates help the elderly and disabled with health insurance, nursing home discharge issues and document preparation like living wills, durable powers of attorney, and Qualified Income Trusts to promote healthy living, avoid homelessness, and assure their wishes are followed.
- We file bankruptcies to save clients' homes, restore drivers' licenses or utility services, or remove a debt causing a wage garnishment. We screen clients to ensure they are getting all the public benefits they are entitled to and help those who are eligible enroll in public benefits.
- Our Attorneys represent clients in foreclosure and eviction proceedings to keep people in their homes.
- Our Attorneys can help people expunge non-violent misdemeanor or felony

convictions to remove a barrier to employment so they can get or keep a job making a living wage.

When a person gains the knowledge about their legal problems and what to do to solve them, it empowers them and gives them hope. For example, a person with a debt collector on their heels who is judgement proof can solve their own problems with a little bit of legal advice. Through the legal system, we help remove barriers that impact the income stability of the home. In 2021, we helped about 2400 people living in Fayette County who had legal issues impacting their income stability.

Needs Impacting Lexington Residents: Pre-pandemic (2016) data already ranked Lexington as one of the top 50 cities nationally for numbers of eviction² and 46% of residents living in the Lexington-Fayette area live in a rental home³. The spread of COVID-19 and the resulting pandemic-related job loss has made educating tenants and connecting them to legal services and available financial relief programs critical to the stability of tenants and the local economy. Even with a moratorium on evictions in place until September, over 7,000 evictions were still filed in Fayette County in 2021.⁴ This means that potentially thousands of Lexington families were removed from their homes, and for many the home was the only source of stability they had left. Low income people often find themselves struggling with evictions and foreclosures. We file bankruptcies to help people keep their housing. We help modify loans when doing so will promote home ownership. We defend people when they are being evicted. We help improve tenants' living conditions. We help people get into their homes when they

² Eviction lab Retrieved on March 31, 2022 from: <https://evictionlab.org/rankings/#/evictions?r=United%20States&a=0&d=evictionRate&lang=en>

³ Point2Homes. Retrieved on March 31, 2022 from: <https://www.point2homes.com/US/Average-Rent/KY/Lexington.html>

⁴ Fayette County District Court

have been unlawfully locked out. We help people get utilities turned back on when the landlord has unlawfully shut off. In 2021, we handled 554 legal housing related cases to help secure the family home and to promote stability for 793 adults and 386 children.

We help people free themselves from violence and live happy independent lives. We represent victims of domestic violence, dating violence, sexual assault and stalking in civil protective order procedures. In Kentucky, victims can represent themselves but much is at stake. We can help those who have experienced violence achieve maximum benefit under the law. This includes supervised visitation to reduce the abuser's ability to control the victim through the children, custody, child support, and possession of the home, among other things. Our attorneys provide counsel and advice, brief services, and representation in court and administrative hearings in legal issues that can promote safety and self-sufficiency for victims of domestic violence to free them from the abuse and to help promote their personal safety. In 2021, we helped 759 adults and 878 children (indirectly) in personal safety related legal issues living in Fayette County.

4.3: Applicant Capacity for Project and Meeting ARPA Requirements

LABG is a service hub to vulnerable people in the local community. We operate 4 office locations and have a mobile office that travels throughout our 33 county service region. With a workforce of over 50 employees, we are the only organization in our service area that provides free civil legal help to program eligible people in the priority areas of economic stability, vulnerable populations, housing and family law.

During the past 10 years LABG initiated and completed two large scale capital campaign projects, one in Ashland and the other in Lexington to acquire new office space.

Our prior experience with capital campaigns taught us to be nimble and to transition our services in a way that that continues client services with minimal delays.

Our advocates work in priority area units supervised by legal experts. Priority units give vulnerable people a network of attorneys to resolve legal issues. Units provide less experienced staff with training and mentorship opportunities from experienced staff. Units place legal experts in each of our service counties so that people do not have to travel to a specific LABG office for support.

In Kentucky, attorneys must be licensed by the Kentucky Bar Association to provide legal services and represent clients in court. Attorneys must renew their licenses annually. To maintain a license to practice law, an attorney must receive 12.5 hours of continuing legal education annually. Each of our attorneys receives this training at our expense and is required to select seminars that apply to his or her practice areas. Thus, we make sure that our attorneys providing elder law services receive training in consumer law, including bankruptcy; housing; public benefits; and family law.

Contractor(s) (to be hired) LABG will contact with professionals to perform services related to our facility improvement capital campaign. LABG will undertake a competitive bid process to select the most qualified contractors to perform project services. We will distribute our solicitation for bids online and distribute them to professionals already performing similar services. We will prioritize seeking bids from those who are already LFUCG certified.

We will prioritize minority owned businesses in our search. Legal Aid of the Bluegrass is a 501(c) 3 non-profit organization in Kentucky. We are governed by a 24 volunteer member Board of directors made up of clients and local Bar-appointed members, of which 13% are minorities and 71% are women. We are committed to including minorities, women,

disadvantaged and veterans in our Board and staff, in the vendors we work with, and in serving these client populations.

LABG will implement and abide by the ARPA compliance requirements as outlined in Amendment 1 of this solicitation. Our Operations Director and Accountant will monitor the project and financial activities to assure that our capital campaign remains in compliance throughout the project period. Our Executive Director will oversee the entire project and monitor all project activities as they pertain to ARPA compliance.

4.4- Operational Feasibility

LABG requests \$500,000 from LFUCG to fund facility improvements as part of its capital campaign to purchase Lexington office space located at 300 East Main Street suites 237, 239, and 240. Funding from LFUCG will go directly toward the costs associated with facility improvements to the additional office space.

The space is currently structured into four separate pods. LABG will restructure the office space to best meet the needs of our clients and staff. This will include restructuring walls to build out a separate conference room. We will build private offices for attorneys to work confidentially with their clients and will add cubicles for intake staff and interns so that they have their own office to provide client services.

In addition to restructuring the office design, we will also use LFUCG funding to wire the office, paint, and lay new carpeting, where necessary.

We anticipated that the requested funding amount will cover the facility improvement costs. If necessary, LABG will conduct a fundraising campaign and seek additional grant funding to supplement costs incurred throughout the duration of the project.

Project Timeline:

Timeline	Sept-Dec 2022	Jan-March 2023	April-June 2023	July-Sept 2023	Oct-Dec 2023	Jan-April 2024
Solicit Project Bids						
Hire Contractors for Project						
Assemble Internal Project Team						
Develop a project work plan						
Space Planning						
Preliminary Planning for additional Fundraising Activities						
Obtain Site Control						
Perform Facility Improvements						
Furnishings & Equipment Planning						
Furnish office Space						
Transition Staff to new office.						
Monitor Project Activities for ARPA Compliance						

Timeline	Sept- Dec 2022	Jan- March 2023	April- June 2023	July- Sept 2023	Oct- Dec 2023	Jan- April 2024
Submit Reimbursement Requests to LFUCG						

Our Executive Director has advocated for the needs of vulnerable people for nearly 20 years. He continues his mission to help vulnerable people by publishing information to help educate the local community, and prioritizes the needs of low-income people in the work performed by LABG. He will work alongside the project contractors and LABG's finance staff to assure that project objectives are met.

LABG nurtures a diverse pool of over 55 funding sources. With experience in reporting to local, state, and federal funding entities, we have developed protocols and have staff trained to manage projects, accounting and financial reporting. LABG's Operations Director has managed grants for over 30 years and has obtained an MBA with 30 accounting hours. LABG's accountant is a CPA with over 10 years' experience in the financial management of federal grants. LABG also staffs a Grants Manager with nearly 20 years' experience in reporting to local, state, and federal funders. We staff a Grant Writer who has obtained an MPA. He has 10 years of experience working in a legal services environment. Together, they will ensure that this project meets financial guidelines.

Legal Aid of the Bluegrass
Lexington-Fayette Urban County Government
Nonprofit Capital Grant Program - Facility Improvement Budget

Proposed Budget	LFUCG Funds	Other Funds	Total
Facility Improvement - Property Site	\$ 500,000	\$ 46,068	\$ 546,068
Total	\$ 500,000	\$ 46,068	\$ 546,068

**Legal Aid of the Bluegrass
Lexington-Fayette Urban County Government
Facilities Improvement
Budget Detail**

Total Cost

FACILITY IMPROVEMENT COSTS

D. - Property Site

\$ 546,068

Acquisition of Property

LABG will exercise an option to acquire additional office space in our Lexington office. Acquiring this new space would ease confusion for our clients and boost morale between the staff working in the separate offices. Importantly, this space would give us the ability to grow into a location without the fear of overcrowding. It would ease operational burdens and give us the ability to better share our resources, which often prevent us from taking on new projects that could go toward better serving Lexington's most vulnerable residents.

TOTAL COSTS

\$ 546,068

**300 EAST MAIN
COMMERCIAL OFFICE SPACE LEASE**

BETWEEN

**FBP HOLDINGS, LLC
(LANDLORD)**

AND

**NORTHERN KENTUCKY LEGAL AID SOCIETY
DBA LEGAL AID OF THE BLUEGRASS
(TENANT)**

TENANTS

**PREMISES:
300 EAST MAIN STREET
SUITE 237, 239 AND 240
LEXINGTON, KY 40507**

The undersigned Tenant agrees to Lease from Landlord the premises described below under the following terms and conditions:

DATE: May 1, 2022

TENANT: Northern Kentucky Legal Aid Society dba Legal Aid of the Bluegrass
300 East Main Street; Suite 237, 239 and 240
Lexington, KY 40507
Contact(s): 859-957-0186 Joshua Crabtree; Brenda Combs 859-957-0190

The rest of this lease refers to Tenant as "You" and the rights, duties, and responsibilities of Tenant are referred to as "Your" rights, duties, and responsibilities.

LANDLORD: FBP Holdings, LLC
300 East Main Street, Suite 400
Lexington, KY 40507
Contact(s): 859 - 509-0332 Sherri Keller
859- 253-4700 Sherri Keller

The rest of this lease may refer to Landlord as "We" and/or "Us" and the rights, duties, and responsibilities of Landlord are referred to as "Our" rights, duties, and responsibilities.

PREMISES: Suites 237, 239 and 240 (+/- 1,716 sq. ft.)
300 East Main Street, Lexington, KY 40507

TERM OF LEASE: Beginning Date: June 1, 2022
Ending Date: May 31, 2027

MONTHLY RENT: \$2,359.50

OCCUPANTS: Tenant Only

(A) Use; Premises

The premises must be used for professional office space in conformity with LFUCG B-2 (Downtown Business) Zoning and related accessory use(s) and for no other reason. All other uses are prohibited unless written permission is given by landlord. The premises consist of interior space in an office building located at 300 East Main Street, Lexington, KY 40507 described in the site plan attached as Exhibit A.

(B) Rent; Added Rent; Late Fees; Renewal; Right of First Option to Purchase

The rent payment for each month must be paid on or before the first day of that month at our address above. We do not need to give you notice to pay the rent. Rent must be paid in full, and no amount subtracted from it, with the exception of those payments identified in the payment schedule below. Please be advised you may be required to pay other charges to us under the terms of this lease. The other charges are called "added rent." Added rent is payable as rent, along with the next monthly rent payment due, or at the end of the term, whichever is first. If you fail to pay the added rent on time, we have the same rights against you as if you failed to pay any rent payment.

Rent shall be paid according to the following schedule:

- a) \$2,359.50 due on or before the 1st of each and every month thereafter of the specified year, until the lease is terminated.
- b) A late fee of 10% of the monthly rental amount shall be assessed after the 5th day of the month and shall be payable as added rent.

Renewal Options. Tenant shall have the right and option to extend the Term of the Lease for one (1), five (5) year renewal terms (the "Renewal Terms"). The Renewal Terms shall consist of three lease years (referred to as Lease Year Four, Lease Year Five, Lease Year Six; and Lease Year Seven, Lease Year Eight and Lease Year Nine). The first Renewal Term shall commence on June 1, 2027 and expire no later than May 31, 2032. If Tenant exercises the Renewal term, the "Term" shall collectively refer to the Initial Term and the Renewal Term. Except for the calculation of Base Rent (as defined below), all terms and conditions of this Lease applicable during the Initial Term shall also be applicable during the Renewal Term.

The Renewal Term shall be exercisable by delivery by Tenant to Landlord of a written notice not later than 90 days prior to the termination of the Term, which states that Tenant thereby exercises its right and option to extend the Term for a Renewal Term under this section. Notwithstanding anything to the contrary herein, the Renewal Term is not exercisable by the Tenant in an Event of Default has occurred, unless that Event of Default has been cured with the written consent of Landlord or expressly waived by Landlord in writing.

Rent Schedule. During Initial Term. From June 1, 2022 through the termination of the Term, Tenant shall pay to the Landlord Base Rent for the "Premises" as follows:

- Lease Year One: \$0.00 payable in 12 monthly installments of \$0.00 each.
- Lease Year Two thru Five: \$28,314.00 payable in 12 monthly installments of \$2,359.50 each.

During First Renewal Term. If Tenant chooses to exercise the first Renewal Option (as listed above) from June 1, 2027 to the termination of the Renewal Term, Tenant shall pay to the Landlord Base Rent for the "Premises" as follows:

- Lease Year Six: \$28,800.00 payable in 12 monthly installments of \$2,400.00 each.
- Lease Year Seven: \$28,800.00 payable in 12 monthly installments of \$2,400.00 each.
- Lease Year Eight: \$29,520.00 payable in 12 monthly installments of \$2,460.00 each.
- Lease Year Nine and Ten: \$29,520.00 payable in 12 monthly installments of \$2,460.00 each.

Right of First Option: Tenant/Client shall have the right of first option to purchase the east side of the second floor containing suites 210-240 collectively considered to be 7,078 gross square feet of office space. Tenant/Client shall have twelve months to execute its 'Right of First Option' to purchase by sending the Landlord/Owner a letter to execute its option. The option shall include the purchase price to be \$77.15 per square foot totaling the purchase price of \$546,068 for the deeded premises and parking spaces allocated in the deed or instrument of writing. The buyer shall deliver a contract to purchase within ten days after issuing the letter of execution of its right of first option. Buyer

shall additionally have in its contract to purchase a (30) day due diligence period and sixty (60) days to close.

(C) Notices

Any bill, statement, or notice must be in writing and shall be delivered or mailed to tenant at the premises and to landlord at our address. It is considered delivered when received, signature required, and the date as post marked, if not mailed, when properly left at the appropriate address. Any notice must be sent by certified or registered mail or confirmed by a U.S. Postal Service certificate of mailing. Email notices are acceptable when received and acknowledged by both parties. Landlord must send tenant a written notice if landlord changes its address. Tenant must provide landlord with a forwarding address at the end of the term of this lease.

(D) Utilities and services

Landlord shall pay for water, gas, electric utilities and janitorial service Monday through Friday. Tenant must pay for any telephone, internet, cable/satellite service, other utility services, and cleaning service. In the event tenant installs networking cables, upon termination of such service, any installations, to the extent not removed by the cable operator, shall become our property.

(E) Furnishings

All furnishings, if any, are accepted "as is" and shall be returned when the term ends. There are no furnishings.

(F) Pets

Tenant may not have any pets in or around the premises with the exception of service animals.

(G) Alterations; maintenance; signs

Tenant must not paint, wallpaper, alter, change, or add to the premises without our prior consent in writing. Tenant must keep, and at the end of the term, return, the premises in good order and repair, and in the same condition as remodeled with approved plans, ordinary wear and tear accepted. If tenant does not, landlord has the right to correct and charge tenant with the cost as added rent.

Tenant may have their name on the first-floor directory (provided by Landlord) and may have their name on the interior hallway doors of their suite (provided by Tenant). No signs shall be placed on the exterior of the building or posted in any window.

(H) Professional Office Space (Zone B-2); Condition accepted "as is"

As indicated above, tenant may only engage in such business as allowed in a B-2 (Downtown Business) zone under the LFUCG zoning ordinance. Tenant has personally inspected the premises and agrees that the premises are fit for the purposes intended; and tenant consents to take the premises "as is."

(I) Care of premises; grounds

Tenant must keep the premises safe, neat, clean, and aesthetically pleasing. Janitorial services are provided by Landlord Sunday through Thursday.

(J) Fire; damage

Tenant must give landlord immediate notice in case of fire or other damage to the premises. In the event the Leased Premises shall be partially or totally destroyed by fire or other casualty insured under the insurance carried by Landlord pursuant to this Lease, as to become partially or totally untenable, the damage to the Leased Premises shall be promptly repaired by Landlord, unless Landlord shall elect not to rebuild due to damages exceeding 35% of the premises, and a just and proportionate part of the fixed minimum rental and all other charges shall be abated until so repaired and restored. Tenant will be responsible for the cost of any repairs if the damage was caused by tenant's act or negligence.

(K) Liability

Landlord is not liable for loss, expense, or damage to any property or any personal injury unless it is due to landlord's proven negligence. Tenant must pay for damages suffered and money spent by landlord relating to any claim arising from any of tenants acts or neglect or from tenants' failure to comply with the terms of this lease. Tenant is responsible for all acts of its employees, members, guests, invitees, and others in, on, or around the premises.

(L) Consent

If tenant requires landlord consent to any act and landlord does not give consent, tenant's only right is to ask the court to order landlord to give consent. In the event Tenant is granted a court order then Tenant may seek damages.

(M) Assignment

Tenant cannot assign and/or sublet this lease or permit any other person or entity to use the premises without landlord's express written consent.

(N) Entry; keys

Landlord may, at reasonable times, and after giving 24 hour notice, enter the premises to examine, and to show it to lenders or prospective tenants. Tenant must give landlord key(s) to entry locks. Locks may not be changed, or new locks installed without landlords consent.

(O) Subordination

This lease and tenants rights are subject and subordinate to the following items:

- (1) All present and future agreements securing money paid or to be paid to a lender under mortgages;
- (2) All present and future terms, conditions, renewals, changes of any kind in, and extensions of the mortgages or lender agreements; and
- (3) Any and all matters, present and future, that a search of title to or survey of the premises would disclose.

Tenant agrees that all of the above mortgages and/or agreements shall be automatically superior to this lease and tenants rights under this lease, without the necessity for tenant to execute any further documents or certificates. However, if landlord requests any document(s) or certificate(s) to show that this lease is subject and subordinate, tenant must promptly and properly sign any such document(s) or certificate(s). Tenant appoints us as tenant's limited attorney-in-fact to execute such document(s) or certificate(s) in the event tenant refuses or are unavailable.

(P) Condemnation or Court Order

If all of the premises is taken, condemned, or ordered vacated by a legal authority, the term and tenants rights end. If a part of the premises is taken, landlord may cancel this lease on notice to tenant which sets forth a cancellation date not less than 30 days from the date of the notice. If the lease is cancelled, tenant must deliver the premises to landlord on the cancellation date together with all rent due to that date. The entire award for any taking belongs to landlord less any credit for payments made to date.

(Q) Compliance with authorities

Tenant must promptly comply with all restrictions of record, zoning ordinances, regulations, laws, orders, rules, and directions of all governmental authorities, property owners' associations, insurance carriers, or similar group. Tenants operations must not increase insurance premiums otherwise a notice of specific operations by the carrier shall be provided and tenant must pay the proportionate increase as added rent.

(R) Insurance and Real Estate taxes

Landlord will pay any and all ad valorem real estate taxes, if any, assessed against the subject property during the lease term.

(S) Tenant default and landlord remedies

If tenant fails to cure a default after the giving of 30 days written notice to tenant of that default, except rental payments, landlord shall have the option to enforce landlord's rights and remedies under this agreement. The following items shall constitute a default under this agreement:

- (1) Failure to pay rent or added rent on time within 14 days;
- (2) Improper assignment of the lease, improper assignment of all or part of the premises, allowing another to use the premises, or using the premises for other than the specified use(s);
- (3) Illegal or improper conduct by tenant; or
- (4) Failure to fully perform or comply with any other term in this lease.

(T) Summary process

If tenant fails to cure such default, landlord may cancel the lease by issue of a notice and summons for forcible detainer. Tenant will continue to be responsible for rent and additional sums ordered by court..

(U) Vacating

If tenant vacates the premises, landlord may take the premises back and remove property.

(V) Re-renting

If the lease has ended prior to the end of the term and/or landlord takes back the premises, rent and added rent for the rest of the term is due and payable. Landlord may re-rent the premises for any term. Landlord may re-rent for a lower rent. Tenant is responsible for landlord's cost of re-renting. Tenant will continue to be responsible for rent, expenses, damages, and losses, including landlord's reasonable attorney fees.

(W) Proceeds from re-renting

Rent received from the re-renting of the premises for the original unexpired term shall be applied to reduce the money tenant owes unless a court order provides differently.

(X) Returning to the premises

Tenant cannot return to the premises after tenant vacates or after possession is given to landlord by a court.

(Y) Landlord remedies are cumulative

Landlord may use any right or remedy in any order and at any time.

(Z) Bankruptcy

If any of the following situations arise, landlord may give tenant 30 days' notice of the cancellation of the term:

(1) Tenant assigns property for the benefit of creditors;

(2) Tenant is awarded a voluntary petition or an involuntary petition is awarded against tenant under any bankruptcy or insolvency law; or

(3) A trustee or receiver is appointed for tenant or tenant's property.

If any of the above is not fully dismissed within the 10 days, the term shall end as of the date stated in the notice. Tenant must continue to pay rent, damages, losses, and expenses without offset.

(AA) Correcting tenant's default

If tenant fails to correct a default, landlord may correct it for tenant at tenant's expense. The sum tenant must repay is added rent.

(BB) Written instructions

If landlord has given written instructions about the care and use of the appliances, equipment, and other property on the premises, tenant must obey the instructions. No written instructions are provided at this time and no appliances or equipment are currently upon the premises.

(CC) Illegality and Severability

If any part of this lease is deemed to be unenforceable by law, the rest and remainder of the lease will be unaffected and enforceable by landlord.

(DD) No waiver

Landlord's failure to enforce any of the terms of this lease shall not prevent landlord from enforcing them later.

(EE) Quiet enjoyment

Landlord agrees that if tenant pays the rent and added rent and are not in default under this lease, tenant may peaceably and quietly have, hold, and enjoy the premises for the term.

(FF) Successors

This lease is binding on all parties who lawfully succeed to the rights or take the place of the original parties.

(GG) Representations; changes in lease

Tenant has read this lease. All promises made by landlord are in this lease. There are no others. This lease may be changed only by a writing signed by all parties to this transaction.

(HH) Paragraph headings

The paragraph headings are for convenience only.

(II) Effective date

This lease is effective when we deliver a copy signed by all parties to tenant.

(JJ) Gender and plural

Whenever used, the singular shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

(KK) Attorney fees

Tenant and Landlord shall be responsible for its attorney fees for enforcing this agreement.

A Real Estate Brokers commission shall be paid by Owner(s). Upon execution of a lease or contract to purchase, a real estate commission of three (3%) percent of the lease value or sale price shall have been earned by Harman Investment Properties, Inc. / Harman Property Management Services, Inc. and three (3%) percent of the lease value or sale price paid to SVN Stone Commercial by Owner within thirty days of full lease execution or at the closing of sale. Should the Tenant exercise its Right of First Option to Purchase, the sale commission earned by Harman Investment Properties, Inc. / Harman Property Management

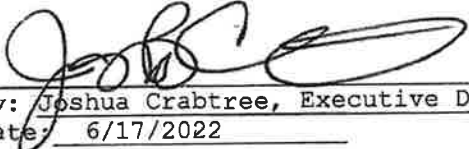
Services, Inc. and SVN Stone Commercial will be reduced by the portion of the lease commission associated with the unrealized years of the initial lease term.

INTENDING TO BE BOUND, we have executed this lease on the date indicated above.

Landlord: FBP Holdings, LLC

By: Sherri Keller, Member/Owner
Date: _____

Tenant: Northern Kentucky Legal Aid Society dba Legal Aid of the Bluegrass



By: Joshua Crabtree, Executive Director
Date: 6/17/2022

COMMONWEALTH OF KENTUCKY
COUNTY OF FAYETTE

Sherri Keller, Member/Owner of FBP Holding, LLC, acknowledged this lease before me on _____, 2022.

Notary Public, State At Large, Kentucky

My commission expires on: _____

COMMONWEALTH OF KENTUCKY
COUNTY OF FAYETTE

Northern Kentucky Legal Aid Society dba Legal Aid of the Bluegrass, acknowledged this lease before me on June 17, 2022.



Notary Public, State At Large, Kentucky

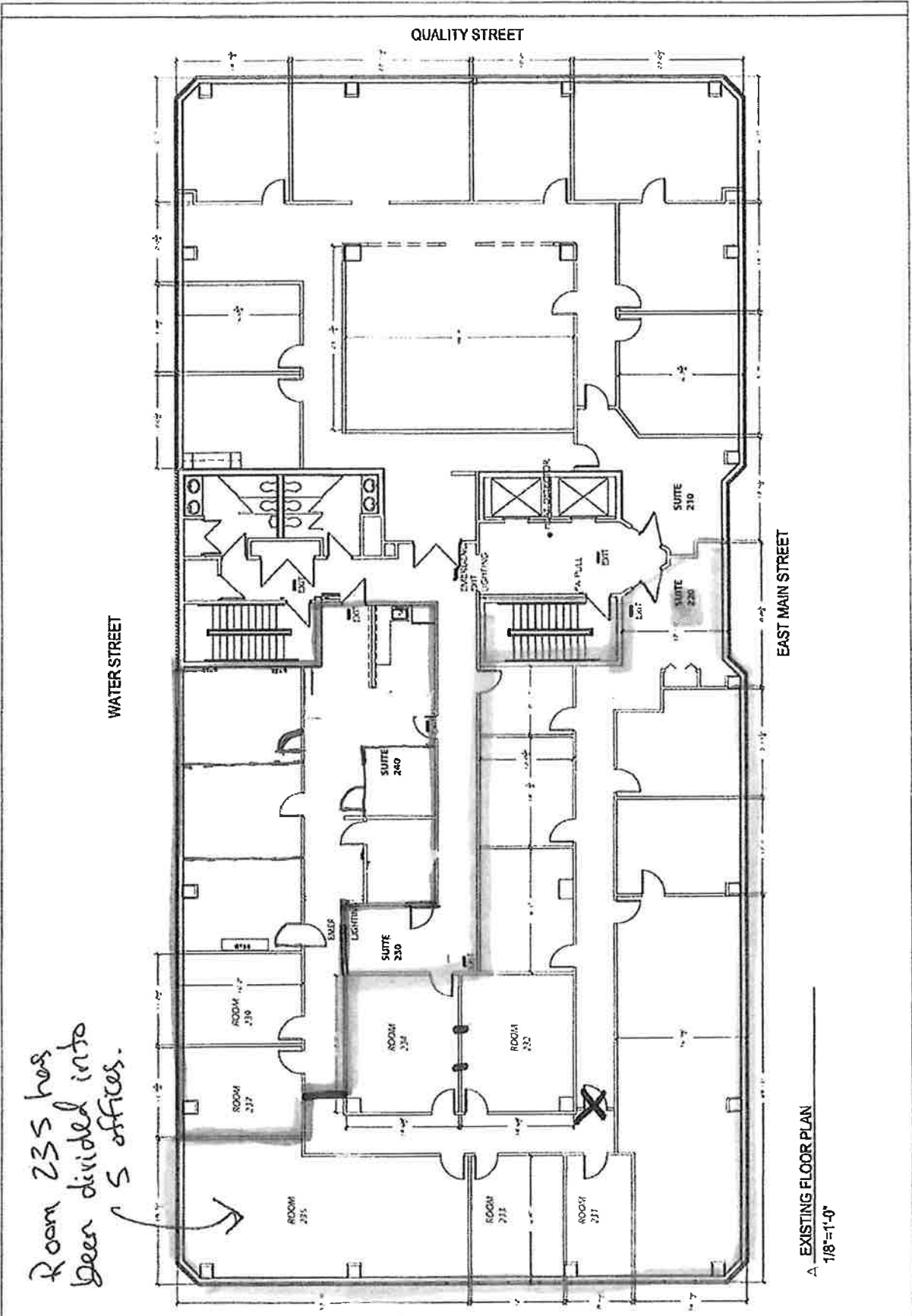
My commission expires on: 4/27/2026

EXHIBIT A

10

TENANT: 

Initials LL: _____



Room 235 has been divided into 5 offices.

300 EAST MAIN STREET SECOND FLOOR
 LEXINGTON, KY 40507

FBP HOLDINGS, LLC
 300 EAST MAIN STREET SUITE 400
 LEXINGTON, KY 40507

Estimated Remodeling Expenses
300 East Main Suite 240
June 1, 2022

300 East Main Street Suite 240	
Demised Area USF	1,826
Flooring Yds	203
Wall LF	525
Wall SF	4,725

<u>Work Descriptions</u>	<u>Estimated Remodeling \$</u>
Architectural / Engineering Plans	\$ 1,735
LFUCG Plan Review Fee	\$ 570
LFUCG Construction Permit	\$ 250
Wall Demolition	\$ 350
Carpet & Flooring Removal	\$ 1,895
Environmental - Waste Removal (2 Dumpsters)	\$ 1,500
Electric Demolition	\$ 1,600
Remove and Reinstall 1 Window for materials delivery	\$ 695
Framing new walls and cut in new door	\$ 1,995
Upgrade ceiling tiles in back hallway and two offices to match existing	\$ 1,215
Rework ceiling grid for new office walls	\$ 595
Sheetrock finished ready for paint	\$ 2,785
Paint all walls one color	\$ 5,906
Paint metal door frames	\$ 950
Upgrade 2 stained doors to match existing mahogany finish	\$ 600
2 new doors to match existing	\$ 600
Labor to install 2 new doors, replace 2 and reverse 1	\$ 750
New carpet flooring allowance \$22 yd ²	\$ 4,464
New vinyl base installed	\$ 1,313
Electric - 7 offices including lights	\$ 4,095
New data cabling - does not include punch down or patch	\$ 2,250
Sprinkler System - estimated	\$ 2,100
HVAC - Interior Work estimed	\$ 2,800
Reception Custom Wk Station	\$ 3,150
Subtotal of Work	\$ 44,162
Cost Over-Run Factor 10%	\$ 4,416
Construction Management - 18.5%	\$ 8,170
Total Cost	\$ 56,748
Remodeling Cost PSF	\$ 31.08

PREPARED BY:
 Ryan J. Gill, President/Civil Engineer
 Harman Construction Management
 1591 Winchester Rd, Suite 109
 Lexington, KY 40505

A final estimate shall be provided with a finalized set of plans and approved details and specifications.

Response to Project Narrative Operational Investments

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

Since 1967, Legal Aid of the Bluegrass (LABG) has provided civil legal assistance to low-income and other vulnerable Kentuckians in its 33 county service area. We have offices located in Covington, Lexington, Morehead, and Ashland. We employ 25 lawyers, 18 paralegals, an executive team, and other staff, making up a team of over 50 people. We are governed by a 24 volunteer member Board of Directors, comprised of 15 attorneys, eight client community representatives, and one representative from an organization interested in the provision of civil legal services. We serve a low-income population of about 200,000 people.

At LABG, our mission is to provide high-quality legal assistance through direct representation, education, advice, advocacy, and coordination with other community partners and resources. We use the justice system to ensure fairness, protect families, and change lives.

We serve Central Kentucky residents from two office locations in Lexington. Our main office is located at: 300 East Main Street, Lexington, KY 40507. We also began staffing an annex office located at: 110 Vine Street where our LFUCG funded Rent Assist staff currently work because our current Lexington location was already full. Our office hours at both locations are 10:00 a.m.-6:00 p.m. Monday – Thursday and 10:00 a.m. - 4:00 p.m. on Friday. People calling into our office during those hours speak directly to an intake specialist. Our Lexington office also experiences a large number of walk-ins each day and some projects such as the LFUCG funded Rent Assist project staff meet directly with people in-person and conduct onsite client intake for services. We can also meet clients in their home counties or in their homes

when they are homebound. For people who cannot reach us during business hours, we provide the option for people to apply for legal services through our online intake. Also, we outreach to the community after office hours when an event that we believe we should attend occurs. People can also apply for our legal services at any time from our online applicant portal located on our website at <https://lablaw.org/apply-here>.

Our attorneys provide legal counsel and advice or representation in court to assure that they can meet their basic needs for housing, physical safety, freedom from financial exploitation, access to health care and income. All cases we accept are within Board approved priorities and case acceptance guidelines. Our attorneys and advocates provide services to thousands of Lexington residents each year. For example, in 2021, we closed 1632 cases helping 3285 people living in Fayette County. But the demand for our services is high and many more people are in need of trained attorneys to represent them in legal issues that impact their stability and self-sufficiency.

4.2 Demonstrated Need

Legal Aid of the Bluegrass is the only civil legal aid provider in the Lexington-Fayette County area that provides legal services to low-income people with brutal legal needs. We help those experiencing domestic violence to help people be safe. We help the elderly and disabled with health insurance, nursing home discharge issues and document preparation like living wills, durable powers of attorney, and Qualified Income Trusts to promote healthy living, avoid homelessness, and assure their wishes are followed. We file bankruptcies to save clients' homes, restore drivers' licenses or utility services, or remove a debt causing a wage garnishment. We screen clients to ensure they are getting all the public benefits they are entitled to and help those eligible enroll in public benefits. We represent clients in foreclosure and

eviction proceedings to keep people in their homes. We expunge a non-violent misdemeanor or felony convictions to make people more employable so they can earn a living wage.

Need for Operational Improvements:

Emerging Legal Needs: Every five years LABG conducts a legal needs assessment to identify the community's most brutal legal needs. Our 2021 assessment shows that legal issues impacting housing, the family, and health care are emerging legal needs for people living in our Central Kentucky service area. The pandemic and resulting economic fallout has significantly impacted our clients and has changed how we must focus our legal services moving forward. For example, during the pandemic we experienced that high rates of Lexington tenants were coming to us because they were about to be evicted from their home. To meet this emerging legal need, LABG partnered with LFUCG to launch its Rent Assist project. Our Rent Assist staff work directly with Fayette County tenants to intervene in the eviction process so they may avoid the loss of their home. Our staff meet directly with vulnerable tenants to educate them on available eviction and financial relief programs. We work with tenants to complete applications for rental and relocation assistance and help connect those evicted to stabilizing support like motel vouchers and public benefit programs to help stabilize the family as they look for longer term housing and so that they may avoid homelessness. Our Rent Assist staff receive a call volume of between 45 to 60 calls for assistance each day. We have screened 4761 people for eviction relief programs. Of those screened, we opened 617 cases, helping 850 adults and 2310 children access assistance. Our Rent Assist staff work alongside our attorneys to holistically serve Lexington tenants to resolve their legal issues.

Administrative Burden: Our Rent Assist project is wildly successful, but we have experienced office spacing issues and other operational constraints as result of implementing new projects to meet emerging legal needs brought on by the pandemic. For example, our main office location in Lexington was already full before we hired five additional positions for our Rent Assist and COSSAP projects. This required LABG to quickly lease a second Lexington office at Base 110 in October of 2021 to avoid overcrowding and so that we were able to quickly begin providing services with no delays. This was a temporary fix made to enable our staff to operate, but will not work effectively long-term. People who reach us for in-person legal services often lack accessible transportation or the money to pay for public transportation. They often cannot afford a cellphone to contact our toll free number or lack internet access to reach our online applicant portal. The people we serve may already have barriers to reaching us, yet, we experience that having two office locations in Lexington often confuses clients. Lexington residents are familiar with our main office at 300 East Main, but when a person is supposed to meet with a staff member working at our Base 110 annex office, they sometimes go to the wrong location. This is challenging for poor people who have already experienced barriers to reaching our services. It is our goal to help remove barriers that low-income people experience, but our second office location often adds an additional barrier for clients seeking our legal services.

Staff working in our second office do not receive the same level of support from their supervisors who work in the main location. Supervisors of staff working in our Base 110 location currently make regular trips between the two offices to provide mentorship and guidance to staff. However, staff working in our second office often feel distant from their colleagues and they may not feel as though they are part of the main office culture.

To combat this challenge, LABG has the opportunity to purchase additional office space on the second floor of the building which houses our main office. The additional space is located on the second floor of 300 East Main Street in Suites 237, 239 & 240 and LABG has the option to eventually purchase suites 210-240 containing 7,078 gross square feet of office space.

However, acquiring this new space would require us to make operational investments in our IT infrastructure to implement the required technology for our staff to serve clients from this new office location. Funding from LFUCG will go toward data wiring, purchasing and installing servers, equipment, and software to establish an IT infrastructure for the new office location. Even if LABG is awarded the capital portion of its proposal, a need to improve our IT infrastructure still exists. The technology in our current Lexington office at 300 East Main is outdated and a need still remains to implement a technology infrastructure around our new office on the second floor of the building.

Need for Legal Services: While we touched on it in this section, we want to expand how access to Civil Legal Services can transform people's lives. Census data already shows that nearly 15% of Fayette County residents live in poverty. Some sectors, such as the leisure and hospitality sector throughout Fayette County, saw over a 50% reduction in the workforce within weeks of the pandemic's start¹. The number of people employed in this sector is just now starting to rise to pre-pandemic levels today. This likely means that people in service industry jobs went months without work, driving the family unit deeper into poverty. The world is different now, and the legal issues that low-income people experience are amplified by increased rental costs, food shortages, racial injustices, and other socio-economic disparities that impact the stability of the

¹ U.S. Bureau of Labor Statistics, 2022. Retrieved from: <https://data.bls.gov/pdq/SurveyOutputServlet>

low-income family.

Here is a few examples of how our attorneys can use the legal system to help stabilize the lives of low-income people living in Fayette County:

- Our attorneys provide legal counsel and advice or representation in court to assure that they can meet their basic needs housing, physical safety, freedom from financial exploitation, access to health care and income.
- Through the justice system, our attorneys represent those experiencing domestic violence to help them remain safe.
- Our attorneys and advocates help the elderly and disabled with health insurance, nursing home discharge issues and document preparation like living wills, durable powers of attorney, and Qualified Income Trusts to promote healthy living, avoid homelessness, and assure their wishes are followed.
- We file bankruptcies to save clients' homes, restore drivers' licenses or utility services, or remove a debt causing a wage garnishment. We screen clients to ensure they are getting all the public benefits they are entitled to and help those who are eligible enroll in public benefits.
- Our Attorneys represent clients in foreclosure and eviction proceedings to keep people in their homes.
- Our Attorneys can help people expunge non-violent misdemeanor or felony convictions to remove a barrier to employment so they can get or keep a job making a living wage.

When a person gains the knowledge about their legal problems and what to do to

solve them, it empowers them and gives them hope. For example, a person with a debt collector on their heels who is judgement proof can solve their own problems with a little bit of legal advice. Through the legal system, we help remove barriers that impact the income stability of the home. In 2021, we helped about 2400 people living in Fayette County who had legal issues impacting their income stability.

Needs Impacting Lexington Residents: Pre-pandemic (2016) data already ranked Lexington as one of the top 50 cities nationally for numbers of eviction² and 46% of residents living in the Lexington-Fayette area live in a rental home³. The spread of COVID-19 and the resulting pandemic-related job loss has made educating tenants and connecting them to legal services and available financial relief programs critical to the stability of tenants and the local economy. Even with a moratorium on evictions in place until September, over 7,000 evictions were still filed in Fayette County in 2021.⁴ This means that potentially thousands of Lexington families were removed from their homes, and for many the home was the only source of stability they had left. Low income people often find themselves struggling with evictions and foreclosures. We file bankruptcies to help people keep their housing. We help modify loans when doing so will promote home ownership. We defend people when they are being evicted. We help improve tenants' living conditions. We help people get into their homes when they have been unlawfully locked out. We help people get utilities turned back on when the landlord has unlawfully shut off. In 2021, we handled 554 legal housing related cases to help secure the family home and to promote stability for 793 adults and 386 children.

² Eviction lab Retrieved on March 31, 2022 from: <https://evictionlab.org/rankings/#/evictions?r=United%20States&a=0&d=evictionRate&lang=en>

³ Point2Homes. Retrieved on March 31, 2022 from: <https://www.point2homes.com/US/Average-Rent/KY/Lexington.html>

⁴ Fayette County District Court

We help people free themselves from violence and live happy independent lives. We represent victims of domestic violence, dating violence, sexual assault and stalking in civil protective order procedures. In Kentucky, victims can represent themselves but much is at stake. We can help those who have experienced violence achieve maximum benefit under the law. This includes supervised visitation to reduce the abuser's ability to control the victim through the children, custody, child support, and possession of the home, among other things. Our attorneys provide counsel and advice, brief services, and representation in court and administrative hearings in legal issues that can promote safety and self-sufficiency for victims of domestic violence to free them from the abuse and to help promote their personal safety. In 2021, we helped 759 adults and 878 children (indirectly) in personal safety related legal issues living in Fayette County.

4.3: Applicant Capacity for Project and Meeting ARPA Requirements

LABG is a service hub to vulnerable people in the local community. We operate 4 office locations and have a mobile office that travels throughout our 33 county service region. With a workforce of over 50 employees, we are the only organization in our service area that provides free civil legal help to program eligible people in the priority areas of economic stability, vulnerable populations, housing and family law.

We have a long history of implementing technology projects. For example, during the last five years we have secured funding from the Legal Services Corporation's Technology Initiative Grant Program through two projects aimed at improving technology for clients and staff. Both of these projects were successful and helped LABG improve its IT operations to be more efficient and cost effective for reaching clients, while giving our staff the ability to implement new forms of technology to better perform their work. During the pandemic, we

also secured two separate DOJ Coronavirus Emergency Supplemental Funding (CESF) grants to better provide access to our legal services to those isolated from COVID. Through the first project, we constructed video conferencing rooms in each of our four office locations for clients and staff to meet remotely while the courts were closed to in-person services and when people were isolated at home due to the Healthy at Work initiatives. The second CESF project gave LABG the ability to take the success experienced from our video conferencing Zoom Rooms project and replicate the tools and software contained in the room for each staff to have at their office space in addition to funding improvements in our IT infrastructure to enhance our technology and IT security to better reach clients remotely. These recent technology projects has given LABG experience in managing a variety of successful technology projects that will be helpful in successfully implementing this operational improvement project.

Our advocates work in priority area units supervised by legal experts. Priority units give vulnerable people a network of attorneys to resolve legal issues. Units provide less experienced staff with training and mentorship opportunities from experienced staff. Units place legal experts in each of our service counties so that people do not have to travel to a specific LABG office for support.

In Kentucky, attorneys must be licensed by the Kentucky Bar Association to provide legal services and represent clients in court. Attorneys must renew their licenses annually. To maintain a license to practice law, an attorney must receive 12.5 hours of continuing legal education annually. Each of our attorneys receives this training at our expense and is required to select seminars that apply to his or her practice areas. Thus, we make sure that our attorneys

providing legal services receive training in consumer law, including bankruptcy; housing; public benefits; and family law.

Contractor(s) (to be hired) LABG will contact with professionals to perform services related to our operational investment project. LABG will undertake a competitive bid process to select the most qualified contractors to perform project services. We will distribute our solicitation for bids online and distribute them to professionals already performing similar services. We will prioritize seeking bids from those who are already LFUCG certified. LABG will work with its managed IT services provider, Team Logic, as necessary to successfully complete project services.

We will prioritize minority owned businesses in our search. Legal Aid of the Bluegrass is a 501(c) 3 non-profit organization in Kentucky. We are governed by a 24 volunteer member Board of directors made up of clients and local Bar-appointed members, of which 13% are minorities and 71% are women. We are committed to including minorities, women, disadvantaged and veterans in our Board and staff, in the vendors we work with, and in serving these client populations.

LABG will implement and abide by the ARPA compliance requirements as outlined in Amendment 1 of this solicitation. Our Operations Director and Accountant will monitor the project and financial activities to assure that our capital campaign remains in compliance throughout the project period. Our Executive Director will oversee the entire project and monitor all project activities as they pertain to ARPA compliance.

4.4- Operational Feasibility

LABG requests \$250,000 from LFUCG to fund operational investments associated with the costs of establishing an IT infrastructure within office space located at 300 East Main Street suites 237, 239, and 240.

The requested funding amount will cover the anticipated operational investment costs. If necessary, LABG will conduct a fundraising campaign and seek additional grant funding to supplement costs incurred throughout the duration of the project.

LABG will work with technology contractors to be determined through a competitive bid process to implement network security and infrastructure and the technology platforms used in the office. We will work with the contractor to perform data wiring throughout the office. The contractor will install servers in each office, which adds log on power for the greater number of users and adds redundant points to keep us operational in case a server goes down. We will install IT security measures such as firewalls to add additional protections for remote interactions between clients and staff. People access our new office space will enter directly into the office through the buildings elevator. Thus, a portion of project funding will go toward installing a security system to monitor the staff and clients who enter the office.

We will equip attorneys and staff assisting clients with legal issues, screenings or benefits/financial assistance applications with dual monitors and stands so they can interact with clients on one monitor while inputting information into required platforms on the other. Required platforms can include our case management system, a benefits enrollment website, a rental assistance application platform, etc. We will equip them with professional wireless headsets that will move from the telephone to online videoconferencing tools like Zoom or Microsoft Teams, a docking station where they can plug in their laptop for a more functional experience, and a full-sized wireless mouse and a keyboard. We will purchase additional computers to cycle in to replace older systems.

These operational investments will equip our staff with the technology and equipment necessary to quickly begin providing high quality legal services to low-income people living in Fayette County. In short, these operational investments will promote LABG’s mission to provide high-quality legal assistance to ensure fairness, protect families, and change lives.

Project Timeline:

Timeline	Sept-Dec 2022	Jan-March 2023	April-June 2023	July-Sept 2023	Oct-Dec 2023	Jan-April 2024
Solicit Project Bids						
Hire Contractors for Project						
Assemble Internal Project Team						
Develop a project work plan						
Space Planning						
Preliminary Planning for additional Fundraising Activities						
Obtain Site Control						
Perform operational Improvements						
Technology & Equipment Installation						

Timeline	Sept-Dec 2022	Jan-March 2023	April-June 2023	July-Sept 2023	Oct-Dec 2023	Jan-April 2024
Technology and Equipment Testing and Trouble shooting						
Transition Staff to new office.						
Monitor Project Activities for ARPA Compliance						
Submit Reimbursement Requests to LFUCG						

Our Executive Director has advocated for the needs of vulnerable people for nearly 20 years. He continues his mission to help vulnerable people by publishing information to help educate the local community, and prioritizes the needs of low-income people in the work performed by LABG. He will work alongside project contractors, Team Logic, and LABG's finance staff to assure that project meets its intended goal and objectives.

LABG nurtures a diverse pool of over 55 funding sources. With experience in reporting to local, state, and federal funding entities, we have developed protocols and have staff trained to manage projects, accounting and financial reporting. LABG's Operations Director has managed projects, including LABG's technology improvements, and grants for over 30 years and has obtained an MBA with 30 accounting hours. LABG's accountant is a CPA with over 10 years' experience in the financial management of federal grants. LABG also staffs a

Grants Manager with nearly 20 years' experience in reporting to local, state, and federal funders. We staff a Grant Writer who has obtained an MPA. He has 10 years of experience working in a legal services environment and has experience in managing office technology projects. Together, they will ensure that this project meets financial guidelines.

Legal Aid of the Bluegrass
Lexington-Fayette Urban County Government
Nonprofit Capital Grant Program - Operational Improvements Budget

Proposed Budget	LFUCG Funds	Other Funds	Total
Informational Technology & Telecommunication	\$ 113,331	\$ -	\$ 113,331
Security Cameras, Safety Controls	\$ 20,700	\$ -	\$ 20,700
Other Major Operational Equipment	\$ 59,103	\$ -	\$ 59,103
Total	\$ 193,134	\$ -	\$ 193,134

**Legal Aid of the Bluegrass
Lexington-Fayette Urban County Government
Operational Investments
Budget Detail**

Total Cost

OPERATIONAL INVESTMENTS COSTS

F. - Informational Technology & Telecommunication **\$ 113,331**

Netgear 48-Port Fully Managed Switch	6,210
# of Units	2
Project Cost	\$ 12,420

Enables staff to be wired into LABG's servers

Cisco Meraki MR84 - wireless access point	1,908
# of Units	4
Project Cost	\$ 7,632

Enables staff and clients to be able to use hand held computing devices while in out office. It aids in virtual communication with clients.

Fortinet FortiGate-600E Network Security	32,379
# of Units	1
Project Cost	\$ 32,379

This is a firewall which keeps LABG from having security issues

Data Cabling	400
# of Units	82

**Legal Aid of the Bluegrass
Lexington-Fayette Urban County Government
Operational Investments
Budget Detail**

Total Cost

Project Cost \$ 32,800

Enables laptops/desktop computers to connect to the server when a hard wire is required for security purposes.

Server - purchase & installation \$ 24,000

Holds LABG's network credentials, manages backup and enables staff to reach cloud based systems.

Rack for Server \$ 1,900

This holds the physical server equipment to keep it safe from unauthorized personnel.

Battery backup for Server 1,100

of Units 2

Project Cost \$ 2,200

Allows LABG to maintain services in the event in a disruption of power.

I. - Security Cameras, Safety Controls

\$ 20,700

**Legal Aid of the Bluegrass
Lexington-Fayette Urban County Government
Operational Investments
Budget Detail**

Total Cost

Alarm Security System	3,000	
# of Units	5	
Project Cost	\$ 15,000	

Secures the offices from intruders.

Office Security Equipment	250	
# of Units	12	
Project Cost	\$ 3,000	

This is for cameras in common areas and meeting rooms that secure our clients and staff from physical harm from others.

Installation of Equipment	\$ 2,700	
----------------------------------	----------	--

This is for installation of security equipment.

J. Other Major Operational Equipment	\$ 59,103
---	------------------

Workstations	2,799	
# of Units	15	
Project Cost	\$ 41,985	

Work desks for expanded office staff

**Legal Aid of the Bluegrass
Lexington-Fayette Urban County Government
Operational Investments
Budget Detail**

Total Cost

Workstation Chairs		359	
# of Units		15	
Project Cost		\$ 5,385	

Chairs for expanded office staff

Training Tables		1,199	
# of Units		3	
Project Cost		\$ 3,597	

Tables for conference area that can be separated for training as well as conference purposes.

Training Table Chairs		339	
# of Units		24	
Project Cost		\$ 8,136	

Chairs for conference area that can be separated for training as well as conference purposes.

TOTAL COSTS

\$ 193,134

NetGain
TECHNOLOGIES



Legal Aid of the Bluegrass

Server Upgrade and Consolidation

07/31/2015

Proposed By: Brittany Begley

bbegley@netgainit.com
859-255-0155

Statement of Work

Business Needs & Objectives

Legal Aid of the Bluegrass, the client, is currently running roughly 31 Servers, both Physical and Virtual, across 4 locations. These servers are running on a combination of "white box" and out-of-support servers and storage.

Legal Aid of the Bluegrass would like to consolidate all of their production servers to the Covington, KY, HQ location. They would also like to consolidate the 31 servers down to 2 virtual hosts and 8 virtual machines.

Solution Requirements

NetGain Technologies recommends that the client start by consolidating their current Virtual Environment from 6 physical servers to 2 HP DL360 Gen9 servers running VMware Essentials Plus. By doing so, Legal Aid of the Bluegrass will conserve power and cooling by lowering their Physical server foot print in the server room.

For storage, NetGain Technologies recommends an HP MSA 2040 SAN with 4 TBs of usable storage. This storage will include 1.2 TB of High Performance SSDs to assist with database transactions.

This solution will require a Third Party Certificate that will need to be billed to a credit card provided by Legal Aid of the Bluegrass

**This solution will also require Microsoft Licenses prior to the start of the project. These required licenses are listed below:

- a) (2) Microsoft Windows Server 2012 R2 Data Center Licenses
- b) (75) Microsoft Windows Server 2012 CALs
- c) (75) Microsoft Windows Server 2012 RDP CALs

This solution and implementation are designed around Legal Aid of the Bluegrass accepting NetGain Technologies' proposal to move to Office 365.

Implementation

NetGain will provide the following technical services to implement this solution:

- Install and configure two HP DL360 Gen 9 servers running VMware 6 Essentials Plus.

- Set up HP Insight Control for remote management of the servers.
- Install and configure an HP MSA 2040 SAN.
- Set up VMware vCenter to manage VMware.
- Build two new Windows Server 2012 R2 Domain Controllers that will replace any current Domain Controllers.
- Decommission any Domain Controllers not set up by NetGain Technologies.
- Build a new file server running Windows Server 2012 R2 and migrate all files from the multiple file servers to assist in the consolidation effort.
- Consolidate the Terminal Servers to two Terminal Servers set up in a farm for load balancing.
- Migrate any remaining databases that are required to LABSQL01 from LABSQL1 and then decommission LABSQL1.
- Install and configure two new APC UPS' and move existing power connections to the new APC UPS', as well as set up the shutdown and startup process using the VMware and APC tie-in.
- Modify the Barracuda Backup appliance to back up the consolidated environment accordingly.

Deliverables

- (2) HP ProLiant DL360 Gen 9 Servers
 - Dual Intel Xeon E5-2670v3 12-Core processors
 - 96 GB RAM
 - Insight Control Licensing
 - HP Foundation Care – 3 Years 24 x 7 x 4
- (1) VMware Essentials Plus 6
- (1) HP MSA 2040 with (9) 900 GB 10K Hard Drives and (3) 400 GB SSD Drives
 - (1) HP AutoTiering License for MSA 2040
 - HP Foundation Care – 3 Years 24 x 7 x 4
- (2) APC SMART-UPS 2200VA
 - Extended Warranty – 1 Year – 24 x7

Constraints and Assumptions

- NetGain Technologies assumes that the network, servers, storage, applications and computers are in good health and working. Any troubleshooting and repairs required to continue this project because the overall health is not good or working will require additional time and materials, which will be invoiced to the customer.
- NetGain Technologies does not guarantee that there will not be any downtime for end users during the implementation.
- Planned downtime will be scheduled to allow for adequate time for the installation and minimal interruption to the users.
- NetGain Technologies assumes there are support agreements in place for any hardware/software that is being replaced. If support agreements are not in place, and support is needed from the vendor, any costs incurred for support will be invoiced to the Client.
- Any work performed outside of the project scope whether billable, or not, will require approval prior to being implemented. A change order will be required.
- NetGain Technologies assumes that the current server room/rack has sufficient room to mount new equipment and cabling.
- Server room must have sufficient power/cooling and UPS capacity to handle additional load created by new equipment.
- The Client will handle the removal/destruction of any equipment or hard drives that are being de-commissioned.
- The Client purchases most of their licenses through TechSoup. In order for this project to begin, all licenses will need to be purchased prior to the start of the project. The required licenses are listed under the solution requirements.
- During the consolidation process, applications and scripts may need to be updated to point to a new location. NetGain Technologies will make a best-effort attempt to work with software support vendors to have these changes made prior to moving applications or scripts to their new location. NetGain Technologies cannot guarantee this to be a smooth transition, and there will be applications and scripts that may get missed by both NetGain Technologies and the Client's software support vendors.
- The Client understands that power draw from equipment plugged into the UPS will impact runtime of any battery backup solution. Battery packs have a predictable life cycle, and batteries should be replaced on a schedule of every 18-24 months, or as the manufacturer otherwise recommends. This solution provides the ability to replace the batteries, without having to replace all hardware.
- These UPS' require dedicated 20A circuits. This solution should provide enough time (Predicted time is 10 minutes per UPS) for the automated shutdown process to safely shutdown each virtual machine and VMware host. If more runtime is needed or wanted, new 30A circuits will need to be run in the server room and larger UPS' purchased.

Desired Outcome

NetGain Technologies will consider this effort to be complete when the following conditions exist:

1. Legal Aid of the Bluegrass is running their environment on two new HP servers.
2. Two new Terminal Servers, One File Server, and Two new Domain Controllers have been built.
3. All remote office servers have been taken offline and their file shares moved to the Covington, KY, server room.
4. New Environment is running on stable UPS' that can safely shutdown the server and storage environment when the batteries get low.
5. The Barracuda Backup has been updated to back up the new environment accordingly.

What You Can Expect

Project Scheduling

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

Communication

- 1.) Within 3 days of final credit approval, a project kickoff meeting will be scheduled (either via telephone or onsite) by your Operations Coordinator and the Lead Engineer assigned to your project. An estimated timeline will be laid out during this meeting.
 - a. NetGain Technologies utilizes a "Final Acceptance Document" as a means of measuring project completion. This document will be reviewed during kickoff.
- 2.) Tracking information will be available after product has been ordered and weekly status updates will be provided by the Operations Coordinator through completion of the project.
- 3.) While work is in progress, regular communication can be expected from the assigned Lead Engineer.

Project Team

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

Project Escalation Contacts	
<i>For Emergency Contact our Service Desk at 800-992-8803 - Do Not Use Email for Emergencies</i>	
Primary Contact	<div style="border: 1px solid black; padding: 5px;"> <p>Operations Coordinator / Lead Engineer To Be Assigned 800-992-8803 Dispatch@NetGainIT.com</p> </div>
Operations Management	<div style="border: 1px solid black; padding: 5px;"> <p>Sr. Operations Manager Christa Hurst 859-255-0155 x162 CHurst@NetGainIT.com</p> </div>
Engineering Management	<div style="border: 1px solid black; padding: 5px;"> <p>Engineering Manager Robin Fischer 859-255-0155 x320 RFischer@NetGainIT.com</p> </div>
Executive Management	<div style="border: 1px solid black; padding: 5px;"> <p>VP, Operations Rob Wildman 859-255-0155 x175 RWildman@NetGainIT.com</p> </div>

2031 Georgetown Road | Lexington, KY 40511 | 859-255-0155

NetGain Technologies Vision:

“Creating Happy Clients through Effective Managed Service Solutions”

Please Provide your “Keys to a Happy Client through Effective Technology” for this Solution:

Prior to Installation:

1. _____
2. _____
3. _____

During Installation:

1. _____
2. _____
3. _____

Upon Completion of Installation:

1. _____
2. _____
3. _____

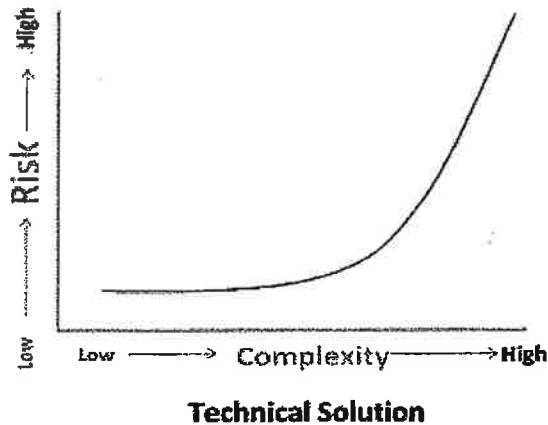
Post Installation (1 to 6 Months):

1. _____
2. _____
3. _____

Specific Functionality Required:

1. _____
2. _____
3. _____

NetGain's Fixed Fee Pricing



A Client buys technology and technology services from a good company to reduce risk. **Yet, most technology companies actually create more risk for their clients by billing hourly.** Billing by the hour means the client has no control over how much a project is going to cost. No control and no certainty! In other words, more risk for the client (and no risk for the technology company).

However fixed pricing *lowers* the client's risk by giving the client certainty in the cost. ***The result most clients seek is that the technology solution is completed to their specifications, including the cost of the solution, the implementation timeline, and the financial benefit of the solution.*** Clients want NetGain Technologies to reduce their risk, not increase. That's their single most concern. Not hourly rates or invoicing methods.

NetGain Technologies offers "fixed fee" proposals to our clients because it reduces your risk of obtaining the "desired outcome" and fixes your cost. You can rest assured that your solution is implemented to meet the "desired outcome" specified in this proposal for the amount specified and only this amount. This means that if the number of hours required for this proposed solution is exceeded, you pay nothing more for the hours. If we choose to work overtime, you pay nothing more. If meeting our promise to you requires more hardware or software, you will pay nothing more. **That's my guarantee!**

Mark Jacobson
CEO, NetGain Technologies



Quote #: 030018 Version: 2

Prepared For

Legal Aid of the Bluegrass
Brenda Combs
104 E 7th St Ste 1
Covington, KY 41011
bcombs@lablaw.org
6067848921

Ship To

Legal Aid of the Bluegrass
Brenda Combs
104 E 7th St Ste 1
Covington, KY 41011
bcombs@lablaw.org
6067848921

Prepared By

Brittany Begley
Phone: 859-255-0155
Email: bbegley@netgainit.com

Financial Summary

    		Total	\$68,080.96
		Technical Hardware / Software Subtotal	\$55,870.96
		Professional Services Subtotal	\$12,210.00

Upon acceptance of this proposal:

- 1.) The Schedule of Payments is noted below.
- 2.) The Start Date of this project will be delayed without receipt of down payment.
- 3.) Pricing does not include shipping and handling or applicable Sales Tax.
- 4.) Travel Expenses, if applicable, are invoiced with receipt at cost + 10%.

Down Payment **\$6,105.00** Initial _____

Please Make Checks Payable to:
NetGain Technologies
2031 Georgetown Rd.
Lexington, KY 40511
NET 30 Payment **\$55,870.96** Initial _____

Please Make Purchase Orders & Checks Payable to:
NetGain Technologies, Inc.
C/O IFSC
P.O. Box 90348
Chicago, IL 60696-0348

Due Upon **\$6,105.00** Initial _____
Completion

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

NetGain recognizes that Credit (including cash flow, credit amounts, and credit terms) is the backbone of American business. To help with your cash flow needs NetGain has arranged for credit terms of Net 30 for the Hardware amount listed herein. This amount will be billed by NetGain's distributor and financial partner, Ingram Financial Services Corp (IFSC). The Net 30 Day Payment will be due 30 days from the shipping of the Hardware. Product will ship and invoice as it becomes available which could result in multiple invoices being sent to you for this order. Late fees will apply if payments are received late. Credit terms must be established with NetGain and with IFSC.

Your company has the option, pending credit approval, of implementing this solution through a Master Lease Agreement. Based on current average leasing rates, and a 36 Month \$1.00 Buy Out Lease, an estimated Monthly Lease Payment could be:

\$2228.29*

Initial Here if you would like to speak with
NetGain Technologies' Leasing Specialist

* Excludes Sales Tax, Shipping & Handling and any other fees. The mix of products and services, as well as the credit rating of the lessee, will determine the final lease rate for this project. Please use this lease pricing as a budgetary guideline only.

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Endorsement Page

This proposal is offered as a solution with clearly defined completion criteria. Unless noted otherwise, pricing is based on acceptance of both services and hardware. Any changes to the design may result in additional costs. If not accepted **within 14 days** from the date of this proposal, the proposal expires. Should any adjustments to this proposal become necessary, NetGain Technologies will draw up and present a "Change Order" for review and approval. **This solution includes ONLY what is written herein. No other verbal or written offers are considered part of this proposal.**

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

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

Server Upgrade and Consolidation
\$68,080.96

Legal Aid of the Bluegrass

Signature

Printed Name

Date

Title

Lexington, KY | Louisville, KY | Little Rock, AR | Chattanooga, TN | Cincinnati, OH | St. Louis, MO | Birmingham, AL

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Hardware Software Services IT Solutions Brands Research Hub

What can we help you find today?

Cisco Meraki MR84 Cloud Managed - wireless access point - Bluetooth, Wi-Fi

\$1,907.99
Advertised Price

1

MFG.PART: MR84-HW CDW PART: 4298871 UNSPSC: 43222640

Tech Specs Accessories Reviews (1)

Availability:
Expected in-
Item will ship

Add A



Quick tech specs

- Wireless access point
- Wi-Fi 5
- 5 GHz
- Bluetooth
- 2.4 GHz
- cloud-managed

View All ↓

Know your gear

Shipping Delays: Due to global supply chain constraints, delivery on some items may be delayed. [Learn More](#)



Hardware Software Services IT Solutions Brands Research Hub

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Cisco Meraki MR84 Cloud Managed - wireless access point - Bluetooth, Wi-Fi

\$1,907.99

1

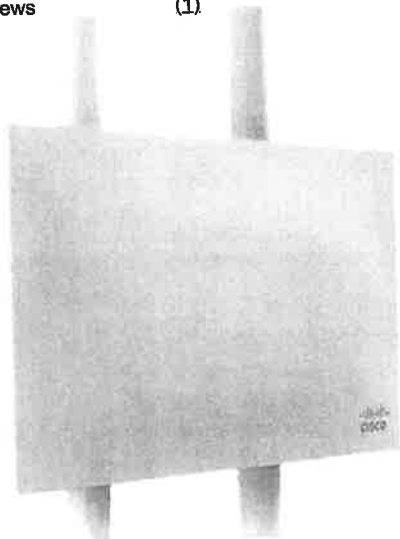
Advertised Price

MFG.PART: MR84-HW CDW PART: 4298871 UNSPSC: 43222640

Tech Specs Accessories Reviews (1)

Availability: Expected in-s Item will ship

Add A



Quick tech specs

- Wireless access point
- Wi-Fi 5
- 5 GHz
- Bluetooth
- 2.4 GHz
- cloud-managed

View All ↓

Know your gear

The Cisco Meraki MR84 is the fastest 802.11ac Wave 2 AP available today for tough, high-density outdoor or industrial indoor deployments. The MR84's advanced chipset provides an aggregated, dual-band frame rate of up to 2.5Gbps via dual-concurrent, 4x4:4-stream radios and multigigabit uplink support. The multigigabit uplink future-proofs MR84 networks with the latest multigigabit switching technology. Enhanced mesh rate selection algorithms boost bridging and connectivity performance between access points.

A dedicated third radio provides real-time WIDS/WIPS with automated RF optimization. In addition, an integrated fourth radio delivers Bluetooth Low Energy (BLE) scanning and Beacons functionality. The MR84 is 100% cloud-managed via the intuitive, browser-based Meraki Dashboard, and includes a rich, out-of-the-box feature set without additional cost or complexity.

With a ruggedized enclosure, an IP67 rating, and extended operating temperature range, the MR84 is designed for high-performance, high-density next-generation deployments.

TECH SPEC

It's all in the details

Expand all Specs +

Header	▼	Miscellaneous
Chassis	▼	Dimensions & Weight
Line Properties	▼	Service & Support
Networking	▼	Service & Support Details
Interface Provided	▼	Environmental Parameters
Power Device	▼	

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\$69.98

TRENDnet 48-Port Cat6 Unshielded Patch Panel, Wallmount or Rackmount, Compatible with Cat3,4,5,5e,6 Cablin...



Sponsored

FORTINET FortiGate-600E Network Security Appliance with 3 Year 24x7 FortiCare FortiGuard Enterprise Protection (FG-600E-BDL-811-36)

Visit the FORTINET Store

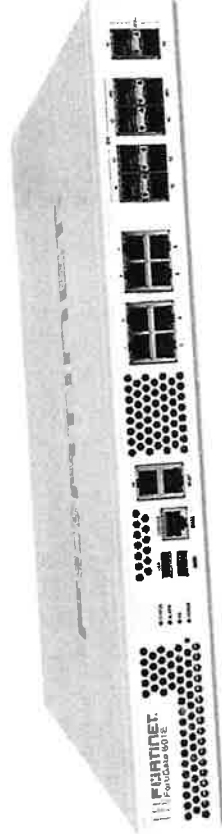
\$32,379⁴³

Pay \$1,798.86/month for 18 months, interest-free upon approval for the Amazon Rewards Visa Card

- Connectivity: Wireless, Wired
- Technology: FORTINET
- Brand: FORTINET
- Control Method: App
- Controller Type: Switch

About this item

- FORTINET FortiGate-600E Network Security Appliance with 3 Year 24x7 FortiCare and FortiGuard Enterprise Protection (FG-600E-BDL-811-36)



\$32,379⁴³

FREE delivery June 27 - 30. Details

Or fastest delivery June 24 - 29. Details

Select delivery location

In stock. Usually ships within 2 to 3 days.

Qty: 1

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Buy Now

Secure transaction

Ships from SerenIT
Sold by SerenIT

Return policy: Eligible for Return, Refund or Replacement within 30 days of receipt

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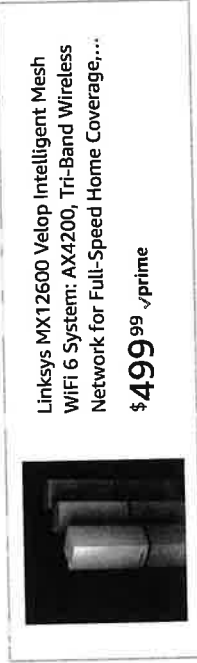
Have one to sell?
Sell on Amazon

Roll over image to zoom in



Sponsored

- The FortiGate 600E delivers next generation firewall (NGFW) capabilities for mid-sized to large enterprises deployed at the campus or enterprise branch level. Protects against cyber threats with high-powered security processors for optimized network performance, security efficacy, and deep visibility. Fortinet's Security-Driven Networking approach provides tight integration of the network to the new generation of security.
- The Security Fabric delivers broad visibility, integrated AI-driven breach prevention, and automated operations, orchestration, and response across all Fortinet and its ecosystem deployments. It allows security to dynamically expand and adapt as more and more workloads and data are added. Security seamlessly follows and protects data, users, and applications as they move between IoT, devices, and cloud environments throughout the network.
- Hardware plus 24x7 FortiCare and FortiGuard Enterprise Protection includes: 24x7 Comprehensive Support, Advanced Hardware Replacement (NBD), Firmware and General Upgrades, Enterprise Services Bundle (Application Control, IPS, AV, Botnet IP/Domain, Mobile Malware Service, Web Filtering, Antispam, FortiSandbox Cloud including Virus Outbreak and Content Disarm & Reconstruct Service, Security Rating Service, Industrial Security Service and FortiConverter service) plus term of contract
- Firewall: 36 Gbps | IPS: 10 Gbps | NGFW: 9.5 Gbps | Threat Protection: 7 Gbps; | Interface: 2x 10 GE SFP+ slots, 10x GE RJ45 ports (including 1x MGMT port, 1x HA port, 8x switch ports), 8x GE SFP slots, SPU NP6 and CP9 hardware accelerated





Hardware Software Services IT Solutions Brands Research Hub

Notifications Sign In Cart

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netgear-48-port-switch+m4300

Lease Option (\$173.13/month)

NETGEAR 48-Port Fully Managed Switch M4300-48X - 10GBASE-T (XSM4348CS)

MFG.PART: XSM4348CS-100NES CDW PART: 4337914

~~\$9,667.18~~

\$6,209.99

1



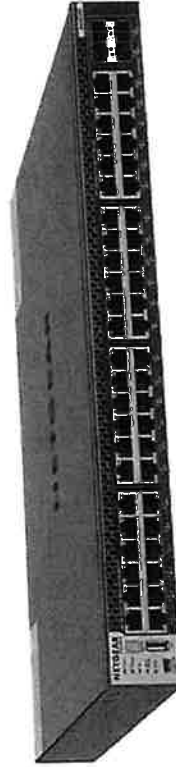
Advertised Price

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Tech Specs Accessories Warranties Services


Availability: Item Backordered

This item will ship once it is in stock. CDW cannot guarantee an in-stock date. Order fulfilled by a CDW partner. Need it now? [View Similar Items](#)



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No Protection Plan

\$0.00


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\$941.99

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\$415.99

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Quick tech specs

- 48-port switch
- 4 SFP+ ports
- Non-blocking throughput of 960 Gbps
- 10GBASE-T RJ45
- Includes console cable and mini-USB cable

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Add Services

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Learn More (<https://blueally.com/product-availability>)



Fortinet Authorized Online Reseller

(<https://www.avfirewalls.com/>)

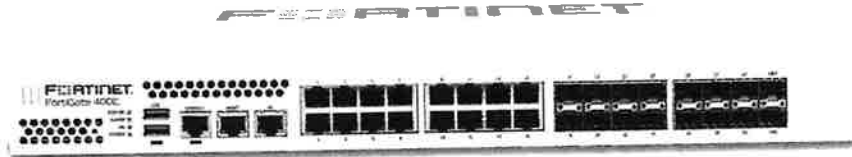
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Fortinet FortiGate 400E

High Performance, Top-rated Network Security for Mid-sized Enterprises



Fortinet Products

FortiGate 400E Base Appliance

Fortinet FortiGate 400F Firewall

18 x GE RJ45 ports (including 1 x MGMT port, 1 X HA port, 16 x switch ports), 16 x GE SFP slots, SPU NP6 and CP9 hardware accelerated

#FG-400E

List Price: ~~\$7,936.00~~

Our Price: \$7,142.40

Add to Cart

FortiGate 400E Hardware plus FortiCare Premium and FortiGuard Enterprise Protection

FortiGate-400E Hardware plus 1 Year FortiCare Premium and FortiGuard Enterprise Protection

#FG-400E-BDL-811-12

List Price: ~~\$14,284.80~~

Our Price: \$12,856.32

Add to Cart

FortiGate-400E Hardware plus 3 Year FortiCare Premium and FortiGuard Enterprise Protection

#FG-400E-BDL-811-36

List Price: ~~\$26,982.40~~

Our Price: ~~\$24,284.16~~

Call For Lowest Price! (/contact.asp)

Add to Cart

FortiGate-400E Hardware plus 5 Year FortiCare Premium and FortiGuard Enterprise Protection

#FG-400E-BDL-811-60

List Price: ~~\$39,680.00~~

Our Price: ~~\$35,712.00~~

Call For Lowest Price! (/contact.asp)

Add to Cart

FortiGate 400E Hardware plus FortiCare Premium and FortiGuard Unified Threat Protection (UTP)

FortiGate-400E Hardware plus 1 Year FortiCare Premium and FortiGuard Unified Threat Protection (UTP)

#FG-400E-BDL-950-12

List Price: ~~\$13,094.40~~

Our Price: \$11,784.96

Add to Cart

FortiGate-400E Hardware plus 3 Year FortiCare Premium and FortiGuard Unified Threat Protection (UTP)

#FG-400E-BDL-950-36

List Price: ~~\$23,411.20~~

Our Price: ~~\$21,070.00~~

Call For Lowest Price! (/contact.asp)

Ryan O - Solution Expert is online



Due to unprecedented demand, some items may be delayed. Call us to confirm availability - 800.886.5369

Learn More (<https://blueally.com/product-availability>)



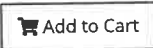
FortiGate-400E Hardware plus 5 Year FortiCare Premium and FortiGuard Unified Threat Protection (UTP)

#FG-400E-BDL-950-60

List Price: ~~\$33,728.00~~

Our Price: \$30,355.20

Call For Lowest Price! (/contact.asp)



[Click here to jump to more pricing!](#)

- Overview
- Hardware
- Specifications
- Documentation

Overview:

The FortiGate 400E series delivers next generation firewall capabilities for mid-sized to large enterprises, with the flexibility to be deployed at the campus or enterprise branch. Protect against cyber threats with security processor powered high performance, security efficacy and deep visibility.

Security

- Identifies thousands of applications inside network traffic for deep inspection and granular policy enforcement
- Protects against malware, exploits, and malicious websites in both encrypted and non-encrypted traffic
- Prevent and detect against known and unknown attacks using continuous threat intelligence from AI powered FortiGuard Labs security services

Performance

- Delivers industry's best threat protection performance and ultra-low latency using purpose built-security processor (SPU) technology
- Provides industry-leading performance and protection for SSL encrypted traffic

Certification

- Independently tested and validated best security effectiveness and performance
- Received unparalleled third-party certifications from NSS Labs, ICSA, Virus Bulletin and AV Comparatives

Networking

- Best of Breed SD-WAN capabilities to enable application steering using WAN path control for high quality of experience
- Delivers extensive routing, switching, wireless controller, high-performance, and scalable IPsec VPN capabilities to consolidate networking and security

Management

- Includes management console that's effective, simple to use, and provides comprehensive network automation & visibility.
- Provides Zero Touch Integration with Security Fabric's Single Pane of Glass Management
- Predefined compliance checklist analyzes the deployment and highlights best practices to improve overall security posture

Security Fabric

- Enables Fortinet and Fabric-ready partners' products to provide broader visibility, integrated end-to-end detection, threat intelligence sharing and automated remediation
- Automatically builds Network Topology visualizations which discover IoT devices and provide complete visibility into Fortinet and Fabric-ready partner products

Firewall	IPS	NGFW	Threat Protection	Interfaces
32 Gbps	7.8 Gbps	6 Gbps	5 Gbps	Multiple GE RJ45 and GE SFP Slots

Pricing Notes:

- Hardware plus FortiCare Premium and FortiGuard Enterprise Protection**
Hardware Unit, FortiCare Premium Ticket Handling, Advanced Hardware Replacement (NBD), Firmware and General Upgrades, Enterprise Services Bundle (IPS, AV, Botnet IP/Domain, Mobile Malware, FortiGate Cloud Sandbox including Virus Outbreak and Content Disarm & Reconstruct, Application Control, Web & Video Filtering, Antispam, Security Rating, Industrial Security and FortiConverter Service) plus term of contract
- Hardware plus FortiCare Premium and FortiGuard SMB Protection**
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FortiGate 400E Base Appliance

Fortinet FortiGate 400F Firewall

18 x GE RJ45 ports (including 1 x MGMT port, 1 X HA port, 16 x switch ports), 16 x GE SFP slots, SPU NP6 and CP9 hardware accelerated

#FG-400E

List Price: ~~\$7,936.00~~

Our Price: \$7,142.40

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FortiGate-400E Hardware plus 1 Year FortiCare Premium and FortiGuard Enterprise Protection

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Our Price: \$12,856.32

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FortiGate-400E Hardware plus 3 Year FortiCare Premium and FortiGuard Enterprise Protection

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List Price: ~~\$13,094.40~~

Our Price: \$11,784.96

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#FG-400E-BDL-950-36

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Our Price: \$5,496.79

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FortiGate-400E 3 Year Enterprise Protection (IPS, Advanced Malware Protection, Application Control, Web & Video Filtering, Antispam, Security Rating, IoT Detection, Industrial Security, FortiConverter Svc, and FortiCare Premium)

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List Price: ~~\$19,046.40~~

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#FC-10-0400E-950-02-12

List Price: ~~\$5,158.40~~

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FortiGate-400E 3 Year Unified Threat Protection (UTP) (IPS, Advanced Malware Protection, Application Control, Web & Video Filtering, Antispam Service, and FortiCare Premium)

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List Price: ~~\$15,475.20~~

Our Price: ~~\$13,398.43~~

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List Price: ~~\$25,792.00~~

Our Price: ~~\$22,330.74~~

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FortiGate-400E 1 Year Advanced Threat Protection (IPS, Advanced Malware Protection Service, Application Control, and FortiCare Premium)

#FC-10-0400E-928-02-12

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Our Price: ~~\$3,091.94~~

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FortiGate-400E 3 Year Advanced Threat Protection (IPS, Advanced Malware Protection Service, Application Control, and FortiCare Premium)

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FortiGate-400E 5 Year Advanced Threat Protection (IPS, Advanced Malware Protection Service, Application Control, and FortiCare Premium)

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Our Price: \$1,374.20

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FortiGate-400E 3 Year FortiCare Premium Support

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FortiGate-400E 5 Year FortiCare Premium Support

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List Price: ~~\$7,936.00~~

Our Price: \$6,870.99

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FortiGate 400E FortiCare Elite Support

FortiGate-400E 1 Year FortiCare Elite Support

#FC-10-0400E-284-02-12

List Price: ~~\$1,984.00~~

Our Price: \$1,717.75

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FortiGate-400E 3 Year FortiCare Elite Support

#FC-10-0400E-284-02-36

List Price: ~~\$5,952.00~~

Our Price: \$5,153.24

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FortiGate-400E 5 Year FortiCare Elite Support

#FC-10-0400E-284-02-60

List Price: ~~\$9,920.00~~

Our Price: \$8,588.74

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FortiGate 400E FortiGate Cloud Management, Analysis and Log Retention

FortiGate-400E 1 Year FortiGate Cloud Management, Analysis and 1 Year Log Retention

#FC-10-0400E-131-02-12

Our Price: \$1,587.20

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FortiGate-400E 3 Year FortiGate Cloud Management, Analysis and 1 Year Log Retention

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Our Price: \$4,761.60

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FortiGate-400E 5 Year FortiGate Cloud Management, Analysis and 1 Year Log Retention

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FortiGate-400E 1 Year FortiGuard IPS Service

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FortiGate-400E 1 Year FortiGuard Web & Video Filtering Service

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Our Price: \$1,374.20

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FortiGate-400E 1 Year FortiGuard Industrial Security Service

#FC-10-0400E-159-02-12

List Price: ~~\$793.60~~

Our Price: \$687.10

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FortiGate-400E 1 Year FortiGuard Security Rating Service

#FC-10-0400E-175-02-12

List Price: ~~\$1,587.20~~

Our Price: \$1,374.20

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FortiGate-400E 1 Year IoT Detection Service

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List Price: ~~\$1,587.20~~

Our Price: \$1,374.20

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Our Price: \$1,587.20

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Our Price: \$793.60

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FortiGate-400E 1 Year FortiAnalyzer Cloud with SOCaas: Cloud-based Log Monitoring (PaaS), including IOC Service and FortiCloud SOCaas.

#FC-10-0400E-464-02-12

List Price: ~~\$4,563.20~~

Our Price: \$3,950.82

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#FC-10-0400E-189-02-12

List Price: ~~\$396.80~~

Our Price: \$343.55

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Business Surveillance System Installation Costs [2021 Rates]

Did you know that fraud and theft cause a business to lose up to 7% of its revenue each year? For some businesses, that could mean thousands or hundreds of thousands of dollars. With a surveillance system, you can reduce theft and keep your business and assets protected.

The average cost to install a surveillance system ranges from \$2,320 to \$3,910. You need a few main components - the cameras, monitors, NVR hard drive, cables, and ongoing monitoring. It's also a good idea to hire a professional to install your security system.

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Want to learn more about the cost to install a surveillance system? Keep reading and check out the most frequently asked questions at the end of the page.

Quick Navigation [show]

The Average Cost to Install a Surveillance System

To install a surveillance system in your business, **you should expect to pay between \$2,320 to \$3,910**. The minimum price of \$2,320 assumes no professional installation (i.e., DIY installation) and WI-FI cameras (no analog cables). We determined the price based on 12 cameras – either dome, bullet, or box cameras. Each of these cameras has a marginal price difference.

Should you choose to install thermal cameras, you should budget an additional \$700 per camera or \$8,400 for 12 cameras. Keep in mind, the exact number of cameras will depend on *how big* your business is and the *nature* of your business.

The below table outlines each component of a business surveillance system and its corresponding cost. Note: it does not include ongoing monthly costs such as monitoring or insurance. You can learn more about those costs below.

Item	Cost
Cameras (12 total)	\$1,500
Monitors (3 total)	\$420
Network Video Recorder (NRV) Hard Drive	\$300
Cables	\$240
Installation	\$1,350
Upfront Monitoring Fee	\$100
Total:	\$3,910
Without a Professional Installation	\$2,560
Without cables (WI-FI cameras)	\$2,320

Now that you have a summary of the main costs of a surveillance system, let's take a deeper look at each item you will need to set up the system, beginning with the different types of cameras.

Cameras: The Different Types and Their Costs

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When you install a surveillance system at your business, you can choose between various cameras. Each camera ranges in price and quality.

Dome Cameras

Average cost: \$125

Notorious for their black dome, these cameras are some of the most popular. The dome is 100% transparent on the inside but fully tinted on the outside. From down below, you can't tell where the camera is pointing.

Not only are dome cameras discrete, but they're also resistant to the outdoor elements and come with night vision technology. You can use these cameras both inside and outside. Lastly, dome cameras are extremely hard to break or tamper with, making them much more effective against vandals.

Box Cameras

Average cost: \$100

As the name suggests, box cameras come boast either a square or rectangular design. They are not as discrete as dome cameras but are a bit more affordable. The main benefit of box cameras is that you can easily swap out the lens, depending on your security needs.

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While it varies on the brand, many box cameras have advanced features such as auto white balance and noise reduction. You can install box cameras both over Wi-Fi or with cable connections.

Bullet Cameras

Average cost: \$100

Many business owners have to choose between dome, box, and bullet categories, as they all fall within a similar price range. Bullet cameras are the middle-ground between dome and box cameras. They're small and often shaped like a small bullet. Instead of mounting them within a ceiling tile as you do with a dome camera, you typically have to mount bullet cameras against the top portion of a wall.

Bullet cameras are not as discrete as dome cameras, nor do they have the same range. However, after installing a bullet camera, you can easily point it towards the area you want to monitor. Since bullet cameras are easy to spot for your average vandal, they're more susceptible to damage. On the other hand, bullet cameras may scare off criminals because they *are* more visible than dome cameras.

Thermal Cameras

Average cost: \$700

Thermal cameras are some of the most advanced and expensive on our list. They're best-suited for businesses with very valuable assets that they need to continuously monitor. Thermal cameras detect what's not visible to the human eye – heat. Even if the intruder is not directly facing the camera, thermal detection can detect him or her.

Another benefit of thermal cameras is that they don't trigger false alarms as some security cameras do. For example, bullet or box cameras might make your alarm sound off because a leaf blew across the lens. A thermal camera, on the other hand, would not trigger a false alarm. Many business owners integrate thermal cameras with IP cams for maximum security.

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Wireless IP Cameras

Average cost: \$225

Box, dome, and bullet cameras could all be wireless IP cameras. A wireless IP camera is simply a camera that does not use an analog cable, but rather transmits the video over a wireless network. Wireless IP cameras are more expensive than analog cameras, but increasing competition has led to a decrease in prices.

Why might you choose to secure your business with wireless IP cameras? You can control these cameras over virtually any wireless device – laptops, smartphones, and tablets. Many of these cameras have built-in features, such as the ability to send you notifications when the motion detector is triggered.

Bullet style and dome cameras are important parts of a business surveillance system.

PTZ Cameras

Average cost: \$250

A pan tilt zoom (PTZ) camera is very similar to a dome camera. At first glance, it's easy to confuse the two of them. PTZ cameras have a discrete dome that's transparent on the inside. The major difference is that they have enhanced features, such as better zoom and remote control.

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Because of their added features, PTZ cameras are slightly more expensive than dome cameras. PTZ cameras may come in handy for those with large spaces that need surveillance or those that find that dome cameras are not doing the job.

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Other Hardware

Monitors

Even though many security cameras are compatible with phones and tablets, you probably want a security monitor for your business. The most common type of monitor is a CCTV monitor, which can support the following connections: HDMI, VGA, USB, and AV.

CCTV monitors can typically display the video of up to four cameras at a time. These monitors retail for about \$140 (for 15"). You should buy at least one monitor for every four cameras. So, if you have five cameras, you would need two monitors.

Network Video Recover (NVR) Hard Drive

The network video recover (NRV) hard drive plays an important function – storing the video footage captured by your security cameras. The more cameras you have, the larger amount of storage you need. Fortunately, these hard drives are relatively cheap for the amount of space that you get. For example, you can buy a 2 TB NRV hard drive on Amazon for around \$220.

Most security surveillance bundles *already* include an NRV hard drive, so you will not need to purchase it separately. However, if you buy a bundle, you should take note of how much storage the NRV has. You should also consider buying a backup NRV in case something happens to your primary one.

Cables

If you decide to install an analog surveillance system, you will need to buy cables. The price of cables varies greatly depending on the layout of your surveillance network. In our pricing estimate, we budgeted \$20 in cable costs *per* security camera. For this price, you can buy a 100-ft. BNC cable.

Installation Costs

For most surveillance systems, you'll need to hire a professional to install them. On average, having a professional install your business's surveillance system costs \$1,350. The below factors impact the price of installation:

- The location of your business
- The size of your business's building
- Whether the cameras are wireless or wired (wireless are cheaper and easier to install)
- The number of cameras that you need to install
- The type of cameras that you are installing

Some surveillance systems *include* the cost of installation. If you buy a surveillance system that does not include the installation,

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you will need to hire a local contractor that specializes in surveillance systems.

Monitoring

Unless you have 24/7 security staff or cameras that alert you at every sign of movement, you will need monitoring software. The cost for security camera monitoring ranges from \$15 to \$35 per month. Security camera monitoring companies use either real humans or artificial intelligence to monitor your surveillance video and alert you of any threats.

While nearly *all* monitoring companies charge a monthly fee, some may also charge an activation fee as well. The activation fee costs around \$100 on average. If you plan to hire a company to monitor your security cameras, then you should build this activation fee into your initial budget.

Financing

If you finance a surveillance system, you have two options: financing through the seller (if available) or financing through a bank. While most sellers do not charge upfront financing fees, banks charge a loan origination fee ranging from 1 to 6%.

When you determine the overall cost of your surveillance system, you'll need to factor in the cost of interest. Depending on the purchase price of the surveillance system, you will likely take out a loan ranging from one year to five years. The standard APR for a business loan ranges from 3 to 7%.

Insurance

It's important to have a commercial property insurance policy if you have an expensive surveillance system. This type of insurance coverage will reimburse any expenses if you have to replace the system due to theft or vandalism. While a commercial property insurance policy covers *much more* than your surveillance, it's important to allocate a percentage of the cost. On average, commercial property insurance costs between \$500 to \$3,000.

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On the other hand, installing a surveillance system can *lower* the cost of your insurance premiums. If a thief sees your security camera, he or she might be less likely to steal from you, making your business less of a risk to the insurance company. When calculating the total cost of installing a surveillance system, you should consider any amounts that you have saved on insurance premiums.

Type of Surveillance System

Would you like to install a wired or a wireless surveillance system? Well, this will affect the overall cost of installation to some extent.

Generally, installation equipment and parts for a wired system are cheaper, but wireless systems are way cheaper to install (installation labor costs are lower).

So, how does the pricing for these two surveillance system types differ?

Wired Surveillance System Cost

Wires make for a much tougher install. This is mainly because holes need to be drilled, wires installed and conduit kept in place.

In most cases, professional help is recommended. The installation cost of a wired system runs higher than that of a wireless system, often between \$150 and \$200 per camera.

However, installation parts and components for a wired system are quite affordable. The good thing about wired surveillance systems is that they cannot be hacked remotely or jammed.

Again, most of the leading brands come with a battery backup, which comes in handy during power outages.

Wireless Surveillance System Cost

Wireless security systems are comparatively easy to install. This makes them the best surveillance system choice for a do-it-yourself (DIY) project.

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With these types of surveillance cameras, you can save money by installing them on your own.

For a DIY project, you will spend \$0 on labor costs, but a professional will charge you **about \$100 for each camera** installed.

Although the cost of installing wireless surveillance cameras is low, the equipment and installation parts are relatively costlier to buy.

Leading wireless surveillance system brands also offer remote access capabilities. You will also find such a system easier to move from one building or room to another.

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Frequently Asked Questions

Want to learn more about the cost of installing a surveillance system before you buy one for your business? Take a look at the most frequently asked questions.

Is it Cheaper to Buy the Parts of a System Individually?

More often or not, you can buy a surveillance system in a bundle and save money. It's not only convenient, but it will have all the items you need to set up the system.

How do I Determine the Number of Cameras I Need?

There's no set rule to help you determine the number of cameras you need. It depends on how big your business is, and the nature of your business. A business could have anywhere from 12 to 64 cameras.

Can Own a Surveillance System Lower My Insurance Costs?

Yes, owning a surveillance system can lower your monthly insurance premiums. Many insurance companies will reduce your premiums after you install a surveillance system.

Can Install a Surveillance System on My Own and Avoid Installation Costs?

Yes, you can install a surveillance system on your own and avoid installation costs. However, you should err on the side of caution. Some surveillance systems' warranties are voided if you do not install the system properly. If you have a large space, it's a good idea to have a professional install the system for you.

What's the Cheapest Security Camera?

Both box and bullet cameras are the cheapest, depending on their features. On average, these cameras retail for about \$100.

What's the Total Cost to Install a Surveillance System?

The total cost to install a surveillance system ranges from \$2,320 to \$3,910.

Is Installing a Surveillance System Worth it?

Yes, installing a surveillance system is a must for any type of business. A surveillance system protects you in a variety of ways.

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First, it can deter thieves or help you catch thieves if you hand the footage over to the police. In addition, it can protect you from fraudulent insurance claims from both customers and employees.

Even though installing a surveillance system can cost up to \$3,910, you are certain to recoup the initial installation cost in the long run.

♡ 0

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If you would like to suggest a new cost guide or if you are interested in showcasing your brand, feel free to reach out to us.

Cost Hack Team

The Costhack team include business owners, automotive mechanics, heavy duty equipment operators and other business experts. Our goal, at Costhack, is to help business owners and consumers save money by avoiding hidden fees. Our cost guides also include DIY options.

Partnerships & Suggestions

If you would like to suggest a new cost get
or if you are interested in showcasing yo
brand, feel free to reach out to us.



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Partnerships & Suggestions

If you would like to suggest a new cost guide or if you are interested in showcasing your brand, feel free to reach out to us.

CostHack.com was launched with one simple goal in mind; help individuals and business owners save money. The Costhack team include business owners, automotive mechanics, heavy duty equipment operators and other business experts.

AFFILIATE DISCLOSURE

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LATEST GUIDES



**Cheapest Metal Building
[By Size & State]**



**How Much Does it Cost to
Own a Tesla?**



**How Much Does it Cost to
Wrap a Truck?
[Professionally and DIY]**



**Diesel Engine Filled with
Gas Repair Cost [DIY &
Mechanic]**

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Exclusive Member of Mediavine Home

PRINCE ELECTRONICS
1270 Dillow Avenue
Raceland, KY 41169
(606) 836-2094

INVOICE: NGDL3618-NEW-A

DATE: January 7, 2017

Legal Aid of the Bluegrass
1616 Greenup Avenue
Suite 1
Ashland, KY 41101

Mail To: Attn. Accountant
104 East Seventh Street
Covington, KY 41011

Installation of Alarm Security System

TOTAL AMOUNT DUE \$1,500.00

*****For our Alarm Security System Monitoring Customers - Changed your phone service in the past few months? Its a good idea to test your alarm to make sure it is communicating properly with the Monitoring service.*****

*****We now accept Credit and Debit Cards.*****

THANK YOU!

PRINCE ELECTRONICS
1270 Dillow Avenue
Raceland, KY 41169
(606) 836-2094
(606) 465-1705 Roy L. Prince - Cell

Legal Aid of the Bluegrass
1616 Greenup Avenue
Suite 1
Ashland, KY 41101
Attn: Melinda Jennings and Brenda Combs
(606) 784-8921
(606) 783-1342 FAX

PROPOSAL: LegalAid-11222016-P

DATE: November 23, 2016

The following is a proposed Alarm Security System for the above mentioned address:

- 1 Control
- 1 Keypad
- 1 Voice Driver
- 1 Inside Horn
- 1 Outside Horn
- 1 Backup Battery
- 1 Surge Protection
- 1 Infrared Movement Device
- 1 Wireless Glassbreak Detector
- 2 Doors
- 1 Smoke Detector

TOTAL SYSTEM COST \$1,500.00

***1 year Monitoring at no cost to you ***

2 year Warranty - Parts and Labor



ROY L. PRINCE

Thank you for the opportunity to bid your job!

Mueller Electric

4706 Winchester Ave
Ashland, KY 41101

Invoice

Date	Invoice #
11/14/2016	161086

Bill To
Legal Aid of the Bluegrass 546 East Main St Suite 1 Morehead, KY 40351

Job Site
1616 Greenup Ave Ashland, KY 41101

W.O. Number	Due Date
	11/14/2016

Quantity	Description	Price Each	Amount
	Addition of Disconnects outside		
	Electrical Work - Labor	500.00	500.00
	Materials	950.00	950.00
	Other Wiring - (Smoke Detectors / Water Heater / Emergency Lights)		
	Electrical Work - Labor	256.00	256.00
	Materials	300.00	300.00
	Sales Tax	6.00%	0.00
Total			\$2,006.00

Payments/Credits	\$0.00
Balance Due	\$2,006.00

Fax #	E-mail	Web Site
888-607-4751	Grant@MuellerElectric.pro	muellerelectric.pro

Mueller Electric

4706 Winchester Ave
Ashland, KY 41101

Invoice

Date	Invoice #
9/23/2016	160936

Bill To
Legal Aid of the Bluegrass 546 East Main St Suite 1 Morehead, KY 40351

Job Site
1616 Greenup Ave Ashland, KY 41101

W.O. Number	Due Date
	9/23/2016

Quantity	Description	Price Each	Amount
	Additional Electrical Work	750.00	750.00
	Additional 4 pendant Barn Lights	1,000.00	1,000.00
	Additional Under cabinet lighting	350.00	350.00
	Sales Tax	6.00%	0.00

Total		\$2,100.00
--------------	--	------------

Payments/Credits	\$0.00
Balance Due	\$2,100.00

Fax #	E-mail	Web Site
888-607-4751	Grant@MuellerElectric.pro	muellerelectric.pro

Mueller Electric

4706 Winchester Ave
Ashland, KY 41101

Invoice

Date	Invoice #
9/23/2016	160938

Bill To
Legal Aid of the Bluegrass 546 East Main St Suite 1 Morehead, KY 40351

Job Site
1616 Gretnup Ave Ashland, KY 41101

W.O. Number	Due Date
	9/23/2016

Quantity	Description	Price Each	Amount
	Electrical Work - Labor & Materials	5,640.00	5,640.00
	10 quad receptacles located in main area by work stations. 11 duplex receptacles in general areas. 5 GFCI receptacles in Kitchenette area. 8 wall mounted Barn Lights in main area All conduit runs.		
	Sales Tax	6.00%	0.00
		Total	\$5,640.00

Payments/Credits	\$0.00
Balance Due	\$5,640.00

Fax #	E-mail	Web Site
888-607-4751	Grant@MuellerElectric.pro	muellerelectric.pro

Northern Kentucky Legal Aid Society, Inc.

Covington, KY 41011

104 East Seventh Street

DBA Legal Aid of the Bluegrass

Purchase Order

Date	P.O. No.
10/4/2016	1361

Vendor
Mueller Electric 4706 Winchester Avenue Ashland, KY 41101

Ship To
Legal Aid of the Bluegrass 1616 Greenup Ave. Ashland, KY 41101

Item	Description	S/N	Asset Tag #	Qty	Rate	Amount
Ashland Leas...	Additional Electric Work			1	750.00	750.00
Ashland Leas...	Additional 4 pendant Barn Lights			1	1,000.00	1,000.00
Ashland Leas...	Additional Under cabinet lighting			1	350.00	350.00
Ashland Leas...	Sales tax			1	0.00	0.00

Total \$2,100.00

Please Include this PO
Number on all related
Invoices

Northern Kentucky Legal Aid Society, Inc.

Covington, KY 41011
 104 East Seventh Street
 DBA Legal Aid of the Bluegrass

Purchase Order

Date	P.O. No.
10/4/2016	1363

Vendor
Mueller Electric 4706 Winchester Avenue Ashland, KY 41101

Ship To
Legal Aid of the Bluegrass 1616 Greenup Ave. Ashland, KY 41101

Item	Description	S/N	Asset Tag #	Qty	Rate	Amount
Ashland Leas...	Electrical Work - Labor & Materials 110 quad receptacles located in main area by work stations 11 duplex receptacles in general areas 5 GFCI receptacles in kitchen 8 wll mounted barn lights in main area all conduit				5,640.00	5,640.00
Ashland Leas...	Sales Tax				0.00	0.00
					Total	\$5,640.00

--

Please Include this PO Number on all related Invoices

SystemsDesignInc.

INVOICE

234 East Main Street
 Lexington, KY 40507
 Voice: 859-231-7774
 Fax: 859-233-9623

EMAILED
FEB 04 2015

Invoice Number: 9410
 Invoice Date: Feb 2, 2015
 Page: 1
 Duplicate

Bill To:
 LEGAL AID OF THE BLUE GRASS
 300 EAST MAIN STREET STE 110
 LEXINGTON, KY 40507

Ship to:
 LEGAL AID OF THE BLUE GRASS
 300 EAST MAIN STREET STE 110
 LEXINGTON, KY 40507

Customer ID	Customer PO	Payment Terms	
LEGAL	P. SMITH	Net 10 Days	
Sales Rep ID	Shipping Method	Ship Date	Due Date
			2/12/15

Quantity	Item	Description	Unit Price	Amount
21.00		P.O. NO. 1091 1. FOCUS MESH CHAIRS W/ CASTER W/O ARMS TATE MESH BACK , COSMOS : ASTEROID SEAT, BLACK FRAME #5641 -MB-A0-C 13-MC2-G1	180.50	3,790.50
5.00		2. TRAINING TABLE W /"T" LEG AND E-Z ROLL CASTERS 24 X 60 AMD POP - UP POWER MODULE W/3 POWER OUTLETS EACH W/6 CORD, ACJOU MAHOGANY # 7008 -58 , BLACK PAINT	527.00	2,635.00
4.00		3. TRAINING TABLES W/ "T" LEG AND E-Z ROLL CASTERS 24 X 72 AND POP UP POWER MODULE W/3 POWER OUTLETS EAC W/6' CORD, ACAJOU MAHOGANY #7008-58 BLACK PAINT	601.50	2,406.00
4.00		4. WORKSTATIONS (WOOD GRAIN LAMINATE WORKSURFACE W/ PAINTED STEEL SUPPORT LEGS ACAJOU MAHOGANY # 7008 - 58 BLACK PAINT	696.75	2,787.00

Subtotal	11,618.50
Sales Tax	
Total Invoice Amount	11,618.50
Payment/Credit Applied	
TOTAL	11,618.50

Check/Credit Memo No:

Monthly Finance Charge 1.75% On Invoices Over 30 Days

Lydia MacKenzie

From: Patricia E. Smith
Sent: Thursday, December 11, 2014 2:38 PM
To: Accountant
Cc: Brenda Combs; Joshua B. Crabtree
Subject: PO#1091-Systems Design Inc.
Attachments: PO#1091-SystemsDesignInc_001.pdf

Attached please find approved PO #1091.

Thank you!

Patricia Smith
Paralegal/Office Coordinator
300 East Main Street, Suite 110
Lexington, KY 40507
Direct: 859-685-1060
Fax: 859-233-1907

From: scanner@lablaw.org [mailto:scanner@lablaw.org]
Sent: Thursday, December 11, 2014 3:34 PM
To: Patricia E. Smith
Subject: Scanned from 4045



Systems Design, Inc.

*Advancing The Office Environment
Through Innovative Design*

Project Completion

January 30, 2015

Legal Aid of the Bluegrass
300 E. Main Street
Lexington, KY 40507

SDI PRO 9410
Sit-On-It PO 2-790-13029A
SurfaceWorks PO 2-790-13030

Customer Contact: Patricia Smith
Customer Telephone: 859-233-4556

Description

(17) Focus Side Chairs w/ Casters – Product received at Warehouse.
(2) SurfaceWorks Grommets – Product received at Main Street Office.

*Grommets
were wrong*

We appreciate this opportunity to do business with Legal Aid of the Bluegrass. Please take a moment to sign stating the project was completed to your specifications.

Again, thank you for your business.

Project Complete: Patricia E. Smith

Date: 1-30-15

INSTALLATION NOTES:

Northern Kentucky Legal Aid Society, Inc.

DBA Legal Aid of the Bluegrass
 104 East Seventh Street
 Covington, KY 41011

Purchase Order

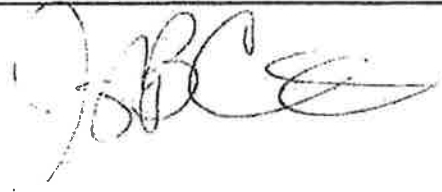
Date	P.O. No.
12/10/2014	1091

Vendor
Systems Design Inc. 234 East Main Street Lexington, KY 40507

Ship To
Legal Aid of the Bluegrass 300 East Main Street Suite 110 Lexington, KY 40507

Item	Description	S/N	Asset Tag #	Qty	Rate	Amount
Inv Office Su...	Focus Mesh Back Chairs w/Casters, w/o Arms, Slate Backs w/Asteroid seats	#5641-MB-A0 -C13-MC2-G1		21	180.50	3,790.50
Inventoried ...	Training Tables 24"x60" w/pop-up power module, #7008-58 Black Paint Finish			5	527.00	2,635.00
Inventoried ...	Training Tables 24"x72" w/pop-up power module, #7008-58 Black Paint Finish			4	601.50	2,406.00
Inventoried ...	Workstations (wood surfaces w/painted steel legs) Acajou Mahogany #7008-58 Black Paint Finish			4	696.75	2,787.00

Total \$11,618.50

 12/11/14

Please Include this PO Number on all related Invoices

PRINCE ELECTRONICS
1270 Dillow Avenue
Raceland, KY 41169
(606) 836-2094

TO: Melinda Jennings and Brenda Combs

FROM: Roy Prince

DATE: November 23, 2016

Thank you!

ATTN Government Buyers!

40+ years of experience serving government and institutions. Response Marketing, Inc. dba Modern Office. Cage Code 1GP08. DUNS #071351449.

Why Modern Office? Customer Testimonials Purchase Orders Accepted.



Search by keyword or item number



VIEW CART

Questions? Call us at 1-800-443-5117 8:30AM to 5PM M-F Central [Live Chat](#)

FREE NATIONWIDE SHIPPING ON ALL ITEMS! 48 STATES!

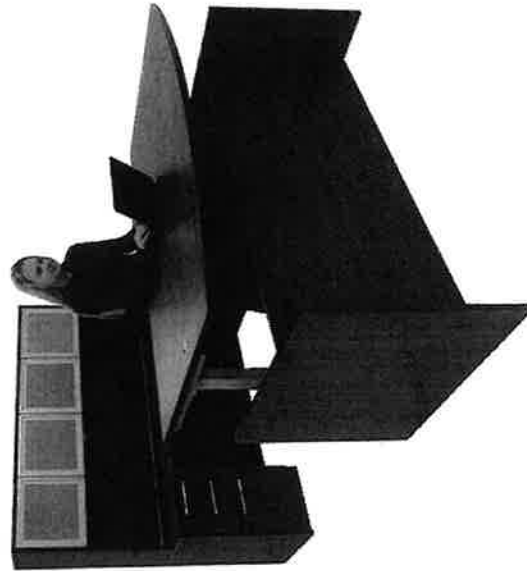
Home / Desks, Panels, & Cubicles / Adjustable Height Desks / Adjustable Height Bow Front U-Shaped Desk w/Hutch in Charcoal

FREE SHIPPING

Adjustable Height Bow Front U-Shaped Desk w/Hutch in Charcoal

IN STOCK!
Item #: Y12531

Price: ~~\$4,100.00~~



Quantity	Our Price
1 - 2	\$2,999.00 ea.
3 - 9	\$2,899.00 ea.
10+	\$2,799.00 ea.

Quantity: 0

ADD TO CART



FREE SHIPPING
ALL ITEMS

ATTN Government Buyers!

40+ years of experience serving government and institutions. Response Marketing, Inc. dba Modern Office. Cage Code 1GP08. DUNS #071351449.

Why Modern Office? Customer Testimonials Purchase Orders Accepted.



Questions? Call us at 1-800-443-5117 8:30AM to 5PM M-F Central [Live Chat](#)

FREE NATIONWIDE SHIPPING ON ALL ITEMS! 48 STATES!

Home / Conference Room / Conference Tables w/Optional Power / 8' Technology Table w/Four 48" x 24" Worksurfaces - See Other Sizes Below

FREE SHIPPING

8' Technology Table w/Four 48" x 24" Worksurfaces - See Other Sizes Below



IN STOCK!
Item #: Y12457

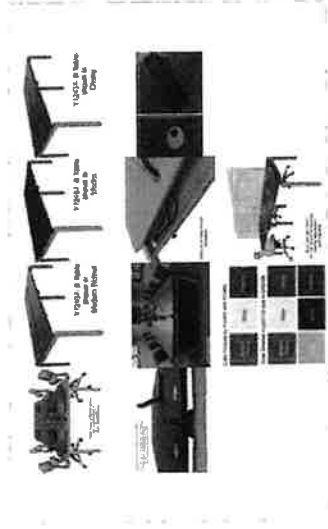
Price: ~~\$1,900.00~~

Quantity	Our Price
1 - 2	\$1,299.00 ea.
3+	\$1,199.00 ea.

Laminate Color: Modern Walnut

Quantity: 0

ADD TO CART



FREE SHIPPING
ALL ITEMS



 **CLICK IMAGES TO ENLARGE**

PRODUCT DETAILS



0:57

Our collaborative technology table offers ample and organized cable routing for multiple laptops, tablets, projectors and phones through a width adjustable center cable trough. Add convenient power outlets and USB ports to your conference table with pop-up power strips sold separately below. Power strips fit neatly inside the grommets of each table top. Steel table base features squared legs for a clean, modern look. Flexible design allows you to expand your table with add-on table tops so you can forever adapt to your growing business.

8' x 4' Technology Table sold above. See Add-On sections and additional table sizes sold below. Measures 96" long x 48" -52" wide x 29-1/2" high overall. Includes four 48"W x 24"D table tops and expandable metal table base. Shipping weight is 302 lbs. Table width can vary based on how you decide to attach tops to table base allowing for cable trough in center of table up to 4" wide. Center trough of table runs entire length with exit/entry grommets for easy routing to floor outlets as needed. Ships unassembled for safety in transit. **PRICE INCLUDES SHIPPING!** (Truck shipment - see Terms and Conditions). **IN STOCK!**

Technology Tables all have the following user friendly features:

- * Three cable troughs run the length of the table with multiple entry/exit points.
- * Center legs of table are recessed for minimal interference to users.
- * Strong and expandable steel table frame adjusts in width and depth for future needs.

* Table tops mount where you like, allowing cable trough access gap to be adjusted any width you like up to 4".

* Durable 1" thick laminate table tops in variety of in stock color choices.

* Modular Add-On sections allow you to expand if needs grow in the future.

* Table tops mount securely to frames with self-threading wood screws for a solid and substantial feel.

* [Assembly Video](#)

MORE SIZES & ACCESSORIES BELOW



Heavy-Duty High Capacity Wire Management Clamps - Set of 4 - IN STOCK!

Y13413



Qty: 0

Quantity Pricing 0:57

1 - 12	\$34.00 ea.	Discreetly gather cords and cables with our Heavy-Duty High Capacity Wire Management Clamps. Made with an ultra strong, clear polycarbonate, the rigid design firmly holds multiple cables in place. Easy to apply adhesive tape allows you to peel and stick the clamps to any non-porous surface, in any direction. Extra handy for desks with open leg designs, conference tables, benching workstations or any place where computer cords are visible and in the way. Shipping weight 1 lb./set of 4. PRICE INCLUDES SHIPPING! MADE IN THE USA! IN STOCK! Quality Features: * A handy addition to tables and desks where cords need to be kept out of sight. * Adheres to any smooth, non-porous surface. * Simple installation. Requires no drilling or screws. * Includes alcohol wipe to clean surface before application. * Clamps connect with incredibly strong VHB (very high bond) semi-permanent adhesive tape (included). Tape will form an almost permanent bond to clean, non-porous surfaces. * Holds cords up to 1/4" thick. Thinner cords can be tucked behind larger diameter cords. * Polycarbonate strength will not waiver, crack or break. * Sold in sets of four. Sets of 12 sold below. * Each bracket measures 2-1/2"W x 1"D x 2-1/2"H.
13 - 24	\$32.00 ea.	
25 - 49	\$30.00 ea.	
50+	\$28.00 ea.	

4' Add-On Technology Table w/Two 48" x 24" Worksurfaces

Y12458

Quantity Pricing Add-on to item Y12457 above. Includes two 48"W x 24"D laminate worksurfaces, a set of center legs with braces and cable troughs. Measures 48"W x 48"-52"D x 30-1/4"H overall. Shipping weight is 151 lbs. PRICE INCLUDES SHIPPING! (Truck shipment - see Terms & Conditions). IN STOCK!

1 - 2

\$749.00

3+

\$699.00

Laminate Color:
Modern Walnut



10' Technology Table w/Four 60" x 24" Worksurfaces

Y12459

Quantity Pricing Measures 120" long x 48"-52" wide x 29-1/2" high overall. Table width can vary based on how you decide to attach tops to table base allowing for cable trough in center of table up to 4" wide. Shipping weight is 370 lbs. Ships unassembled for safety in transit. PRICE INCLUDES SHIPPING! (Truck shipment - see Terms and Conditions). IN STOCK!

1 - 2

\$1,399.00

3+

\$1,299.00

Laminate Color:
White



5' Add-On Technology Table w/Two 60" x 24" Worksurfaces

Y12460

Quantity Pricing Add-on to item Y12459 above. Includes two 60"W x 24"D laminate worksurfaces, a set of center legs with braces and cable troughs. Measures 60"W x 48"-52"D x 30-1/4"H overall. Shipping weight is 185 lbs. PRICE INCLUDES SHIPPING! (Truck shipment - see Terms & Conditions). IN STOCK!

1 - 2

\$849.00

3+

\$799.00

Laminate Color:
White



11' Technology Table w/Four 66" x 30" Worksurfaces

Y12461

Quantity Pricing Measures 132" long x 60"-64" wide x 29-1/2" high overall. Table width can vary based on how you decide to attach tops to table base allowing for cable trough in center of table up to 4" wide. Shipping weight is 421 lbs. Ships unassembled for safety in transit. PRICE INCLUDES SHIPPING! (Truck shipment - see Terms and Conditions). IN STOCK!

1 - 2

\$1,499.00

3+

\$1,399.00

Laminate Color:
Charcoal



66" Add-On Technology Table w/Two 66" x 30" Worksurfaces

Y12462

Qty: 0

Add-on to item Y12461 above. Includes two 66"W x 30"D laminate worksurfaces, a set of center legs with braces and cable troughs. Measures 66"W x 60"-64"D x 30-1/4"H overall. Shipping weight is 210 lbs. PRICE INCLUDES SHIPPING! (Truck shipment - see Terms & Conditions). IN STOCK!

Quantity Pricing	
1 - 2	\$899.00 ea.
3+	\$849.00 ea.

Laminate Color: Charcoal ▼

12' Technology Table w/72" x 24" Worksurfaces

Y12621

Qty: 0

Measures 144" long x 48"-52" wide x 29-1/2" high overall. Shipping weight is 416 lbs. Table width can vary based on how you decide to attach tops to table base allowing for cable trough center of table up to 4" wide. Ships unassembled for safety in transit. PRICE INCLUDES SHIPPING! (Truck shipment - see Terms and Conditions). IN STOCK!

Quantity Pricing	
1 - 2	\$1,599.00 ea.
3+	\$1,499.00 ea.

Laminate Color: White ▼

6' Add-On Technology Table w/Two 72" x 24" Worksurfaces

Y12622

Qty: 0

Add-on to item Y12621 above. Includes two 72"W x 24"D laminate worksurfaces, a set of center legs with braces and cable troughs. Measures 72"W x 48"-52"D x 30-1/4"H overall. Shipping weight is 426 lbs. PRICE INCLUDES SHIPPING! (Truck shipment - see Terms & Conditions). IN STOCK!

Quantity Pricing	
1 - 2	\$949.00 ea.
3+	\$899.00 ea.

Laminate Color: White ▼

12' Technology Table w/Four 71" x 28" Worksurfaces

Y12463

Qty: 0

Measures 142" long x 56"-60" wide x 29-1/2" high overall. Shipping weight is 208 lbs. Table width can vary based on how you decide to attach tops to table base allowing for cable trough center of table up to 4" wide. Ships unassembled for safety in transit. PRICE INCLUDES SHIPPING! (Truck shipment - see Terms and Conditions). IN STOCK!

Quantity Pricing	
1 - 2	\$1,699.00 ea.
3+	\$1,599.00 ea.

Laminate Color: Mocha ▼

6' Add-On Technology Table w/Two 71" x 28" Worksurfaces

Y12464

Qty: 0

Add-on to item Y12463 above. Includes two 71"W x 28"D laminate worksurfaces, a set of center legs with braces and cable troughs. Measures 71"W x 56"-60"D x 30-1/4"H overall. Shipping weight is 213 lbs. PRICE INCLUDES SHIPPING! (Truck shipment - see Terms & Conditions). IN STOCK!

Quantity Pricing
1 - 2 \$999.00 ea.

3+ \$949.00 ea. Laminate Color: Mocha

3-Person Digital Office Locker

Y12662

Qty: 0

Ideal for the open office in need of personal storage. Great for purses, backpacks or cell phones. Flexible design allows units to align into bank of lockers, or, stack as needed for an organized storage wall. Easy to use touch panel can program a 4-15 digit pass code with thousands of combinations. Digital locks run on one easily replaceable CR2032 battery (included). Each lock has unique serial number for factory back up if programmed pass code is ever lost or forgotten. Each unit has three doors/compartments. Measures 29-1/2"W x 22"D x 30"H overall. Two compartment interiors measure 9-1/4"W x 20-1/2"D x 28-1/4"H. Third compartment interior measures 8-1/2"W x 20-1/2"D x 28-1/4"H. Each compartment includes one adjustable height shelf. Ships unassembled. Shipping weight 102 lbs. PRICE INCLUDES SHIPPING! (Truck shipment - see Terms & Conditions). IN STOCK!

Quantity Pricing
1 - 9 \$799.00 ea.
10 - 19 \$749.00 ea.
20+ \$699.00 ea.

Color: White

Pop-Up Power Strip w/ USB

Y11095

Qty: 0

Instantly add power to your desktop! Power strip fits into the grommet holes of any desk on this page. Includes four AC power outlets, 2 USB ports and a 10' power cord. Also includes a 15 Amp sliding switch/reset breaker and red LED surge indicator. UL/cUL listed. Pop-Up Power Strip w/ USB measure 11-5/8" long by 2" wide. When folded, power strip will occupy 8" x 2" of desktop space. PRICE INCLUDES SHIPPING! IN STOCK!

Quantity Pricing
1 - 2 \$149.00 ea.
3 - 9 \$144.00 ea.
10+ \$139.00 ea.

Double Box/Lateral Credenza w/Hutch

Y11125

Qty: 0

Quantity Pricing Ample storage in this attractive wall unit. **Temporarily Sold Out. Estimated in stock in September. Reserve Yours Today!** Includes two Y11131 36"W Box/Lateral File Storage Units ea. plus Y11134 Glass Door Hutch w/Legs. Measures 71"W x 22"D x 64-1/4"H overall. Ships \$1,899.00 unassembled. Shipping weight 357 lbs. **PRICE INCLUDES SHIPPING!** (Truck shipment - see Terms & Conditions).
 ea. **\$1,799.00**
 10+ ea.

Color: White-Avail. in September

4-Door Locking Storage Credenza

Y110975

Qty: 0

Excellent concealed storage option for any office. Provides lockable storage with 2 interior height adjustable shelves. Measures 71"W x 23-3/4"D x 30"H overall. Ships unassembled. **Quantity Pricing** Shipping weight 216 lbs. **PRICE INCLUDES SHIPPING!** (Truck shipment - see Terms & Conditions). **IN STOCK!**

1 - 2 ea. **\$999.00**
 3+ ea. **\$949.00**
 Laminate Color: White

Glass Door Hutch

Y11066

Qty: 0

Fits neatly on 4-Door Storage Credenza or two Lateral Files for attractive additional storage space. Frosted glass doors hinge on fully adjustable hardware. Grommet hole in back panel as well as cord access along length of back. Cherry hutch has solid laminate doors in place of glass doors. Measures 71"W x 15"D x 36-1/2"H overall. 19" clearance under doors. Ships unassembled. Shipping weight 163 lbs. **PRICE INCLUDES SHIPPING!** (Truck shipment - see Terms & Conditions). **IN STOCK!**

1 - 2 ea. **\$669.00**
 3+ ea. **\$649.00**

Laminate Color: Mocha/Frosted Glass Doors

Lateral File

Y11067

Qty: 0

Locking storage for both letter and legal size files. Full extension ball-bearing drawer slides easily handle full capacity. Ships assembled. Measures 35-1/2"W x 22"D x 30"H overall. **Quantity Pricing** Shipping weight 165 lbs. **PRICE INCLUDES SHIPPING!** (Truck shipment - see Terms & Conditions). **IN STOCK!**

1 - 2 ea. **\$799.00**
 3+ ea. **\$749.00**
 Laminate Color: White

RECENTLY VIEWED ITEMS



8' Technology Table w/Four 48" x 24" Worksurfaces - See Other Sizes Below

Price: ~~\$1,900.00~~

Your Price: \$1,299.00

Quantity Discounts Available



HumanFlex Elastic All Mesh Ergonomic Office Chair

Price: ~~\$695.00~~

Your Price: \$379.00

Quantity Discounts Available



Contoured LeatherPlus Office Chair in Black

Price: \$379.00

Quantity Discounts Available

RELATED LINKS

Modular Flip & Stow Conference Table. 48" x 120" Size - See Other Sizes Below

Modular Flip Top Conference Table. 60" x 132" Size - See Other Sizes Below

8' Technology Table w/Four 48" x 24" Worksurfaces - See Other Sizes Below


4-Person Collaborative Open Office Benching Workstation w/48" x 24" Worksurfaces

8' Solid Wood Top Technology Table w/Four 48" x 24" Worksurfaces - See Other Sizes Below
Team Collaborative Standing Height Meeting Table in White

Team Standing Height Meeting Table in Charcoal
Aberdeen QuickShip Conference Tables - 6' Table - See Other Sizes

Quickship Medina Conference Tables - 8' Table - See Other Sizes
View All...

YOU MAY ALSO LIKE



Adjustable Conference Table Clear Acrylic Safety Barrier - Sets up 6', 8' or 9' Long - IN STOCK

We're currently collecting product reviews for this item. In the meantime, here are some reviews from our past customers sharing their overall shopping experience.

4.6 Overall Rating

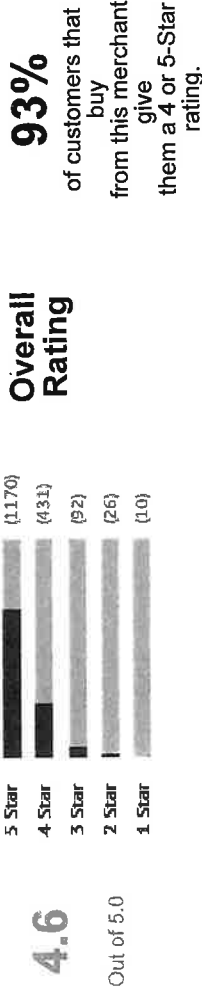
Out of 5.0

5 Star (1170)
4 Star (431)
3 Star (92)
2 Star (26)
1 Star (10)

93% of customers that buy from this merchant give them a 4 or 5-Star rating.

Quantity Discounts Available
\$269.00

We're currently collecting product reviews for this item. In the meantime, here are some reviews from our past customers sharing their overall shopping experience.



Quantity Discounts Available

\$269.00

June 17, 2022 by Chuck (CA, United States)

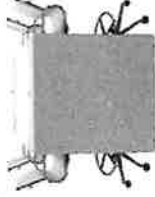
"Our first contact with Jennifer Burke, Sales & Customer Service Rep. She was very helpful and patiently answered the many questions I had about this product. She followed up with an e-mail confirmation and kept us updated on the delivery of our Big and Tall Extra Wide Black Leather Conference Table. We are extremely pleased with our purchase."

\$329.00

Quantity Discounts Available

June 14, 2022 by Tyler G. (OH, United States)

"Delivery as promised, easy ordering process, everything arrived as expected. Great service!"



June 14, 2022 by Michael C. (GA, United States)

"Great exeoerience!"

Team Collaborative
Standing Height
Meeting Table in White

Price: \$1,995.00

Your Price: \$1,199.00 HERE FOR MORE REVIEWS

Quantity Discounts Available



Display Options Highest to Lowest ▾

1 2 3 ▸

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Free Shipping on Discount Office Furniture - Conference Tables - Office Chairs - Reception Desks and More. Place Your Office Furniture Order with Modern Office Today!

Modern Office is a small, family-owned and operated office furniture company that has been located in Eden Prairie, Minnesota (a suburb of Minneapolis) for over 40 years. Our serious attention and assistance to our customers has made us an office furniture provider to over 100,000+ businesses, institutions and individuals worldwide. We look forward to serving you too. Most items are in-stock or ship within a few short days. Modern Office is known for offering a large selection of quality business furniture from over 100 manufacturers at discount prices -- not just the limited colors or sizes you may see elsewhere. Shipping is free whether you are in New York City, Miami, Chicago, Los Angeles, or anywhere in the 48 contiguous states.

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Questions? Call us at **1-800-443-5117 8:30AM to 5PM M-F Central**

Purchase Orders accepted. - Fax: 952-949-9816

Modern Office - 7550 Corporate Way - Eden Prairie, MN 55344

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**HumanFlex Elastic All
Mesh Ergonomic
Office Chair**

Price: ~~\$695.00~~

Your Price: \$379.00
Quantity Discounts
Available

- Consumes 237.2 watts
- 1 RU
- Uses a 250 watt, AC 120/230 V internal power supply
- Rack-mountable
- NETGEAR limited lifetime warranty

View All ↓

Know your gear

Scale up your business network using the NETGEAR® M4300-48X Stackable Managed Switch. With 48 10GBASE-T RJ45 and four 10GBASE-X SFP+ ports, it allows use in demanding enterprise applications. Its non-blocking throughput of 960 Gbps helps improve network performance. Use the simple and user-friendly web-based GUI for easy network management. This NETGEAR XSM4348CS 48-port switch supports PoE+ technology that helps reduce unsightly cord clutter. Its plug-and-play, hot-swappable ports simplify network deployment.

Since it unifies network management functions through a single-pane-of-glass platform, the NETGEAR 48-port switch improves operational efficiency. Its mini-USB and USB ports come on the front panel for speedy access. This switch uses NETGEAR IGMP Plus™ technology to prevent network flooding. It uses a 250 watt, AC 120/230 V internal power supply and consumes 237.2 watts. With a mean time between failure rating of 249,393 hours, the NETGEAR XSM4348CS switch is durable. Its compact 1 RU form-factor design saves space to accommodate IT businesses. This product comes with a NETGEAR limited lifetime warranty.

TECH SPEC

It's all in the details

Expand all Specs +

Header

Ports (2nd)

Chassis

Interface Provided

Processor

Cable Details

ATTN Government Buyers!

40+ years of experience serving government and institutions. Response Marketing, Inc. dba Modern Office. Cage Code 1GP08. DUNS #071351449.

Why Modern Office? Customer Testimonials Purchase Orders Accepted.



Search by keyword or item number



VIEW CART

Questions? Call us at 1-800-443-5117 8:30AM to 5PM M-F Central [Live Chat](#)

FREE NATIONWIDE SHIPPING ON ALL ITEMS! 48 STATES!

Home / Chairs / Ergonomic Chairs / HumanFlex Elastic All Mesh Ergonomic Office Chair

FREE SHIPPING

HumanFlex Elastic All Mesh Ergonomic Office Chair

IN STOCK!
Item #: Y12079

13 reviews

Price: \$695.00



Quantity	Our Price
1 - 5	\$379.00 ea.
6 - 11	\$359.00 ea.
12+	\$339.00 ea.

Color: Silver Gray/Fog White

Quantity: 0

ADD TO CART

ATTN Government Buyers!

40+ years of experience serving government and institutions. Response Marketing, Inc. dba Modern Office. Cage Code 1GP08. DUNS #071351449

Why Modern Office? Customer Testimonials Purchase Orders Accepted.



Search by keyword or item number



VIEW CART

Questions? Call us at 1-800-443-5117 8:30AM to 5PM M-F Central [Live Chat](#)

FREE NATIONWIDE SHIPPING ON ALL ITEMS! 48 STATES!

Home / Chairs / Swivel / Desk Chairs / Contoured LeatherPlus Office Chair in Black

FREE SHIPPING

Contoured LeatherPlus Office Chair in Black

Item #: Y8441



Quantity	Our Price
1 - 5	\$379.00 ea.
6 - 9	\$369.00 ea.
10+	\$359.00 ea.

Quantity: 0

ADD TO CART



FREE SHIPPING
ALL ITEMS

**Legal Aid of the Bluegrass
2022 Budget
Revenue**

	2022 Projected Budget
LSC*	1,800,990
LSC TIG Grant	36,500
LSC - COVID-19 Supplemental Funding	-
LSC - Telecommuting Grant	-
LSC - PBIF Grant	150,000
AJA-Filing Fee	700,000
AJF-Ky Gen. Fund Appropriations Estimate	160,000
IOLTA - Cy Pres**	-
IOLTA - Bank of America Settlement	-
IOLTA (Interest on Lawyer Trust Accounts)	124,776
IOLTA - Bank of America	-
DOJ Opioid Grant- Kids-Rise	-
Legal Assistance for Victims (LAV)	200,000
Victims of Crime Act-VOCA (includes former VAWA funding)	663,540
SBA Paycheck Protection Program	-
Equal Justice - Elder Justice Program	35,061
COSSAP (K-Care)	502,964
Lexington Fayette Urban County Government	290,000
Title III	
Gateway Area Development District	
Ombudsman-Elder Abuse	1,591
State LTC	27,985
Legal Assistance Title III	18,300
Ombudsman-III B	14,800
Ombudsman- Title VII	3,353
FIVCO	
Ombudsman-Elder Abuse	2,438
State LTC	28,690
Legal Assistance	18,070
Ombudsman-III B	16,352
Ombudsman- Title VII	5,137
Buffalo Trace ADD	
Legal Assistance	8,000
Northern KY ADD	
Legal Assistance	26,067
Bluegrass ADD	
Legal Assistance	26,830
SHIP	
Bluegrass ADD	101,914
FIVCO ADD	30,986
Northern KY ADD	41,959
Gateway SHIP	26,477
MIPPA	
Bluegrass ADD	90,612
FIVCO ADD	12,638
Northern Kentucky ADD	53,611
Gateway	28,975
Northern KY ADD-Counties	
Boone Co. Tax NKADD	17,000
Campbell Co. Tax NKADD	17,500
Kenton Co. Tax NKADD	20,200
Bar Associations	
Fayette County Bar Foundation	5,000
Kentucky Bar Foundation	-
Justice Cabinet - CESF	-
University of Kentucky - Medical	90,000
Goodwill	100,000
Kentucky Housing Cooperation - HAF Funding	335,000
Horizon Community Funds	-
Housing & Urban Development (HUD) Grant	70,000
National Council on Aging-Benefits Enrollment Ctr SHIP	60,000
Franklin County Circuit	2,500
United Way Community Funds	
United Way of Greater Cincinnati	119,448
United Way of the Bluegrass	-
Heart of Kentucky	17,500
United Way of Franklin	-
Interest	1,000
Service Generated Income	5,000
Private Donation Campaign	50,000
PNC Charitable Trust	-
PNC Foundation	-
Anonymous Donor	-
Foundation Misc	10,000
Legal Aid BG L'ville-Custody	12,000
Columbia Fellowship Grant	-
Other Program Revenue Includes Rental Income	68,195
Total Revenue	\$ 6,248,959

**Legal Aid of the Bluegrass
2022 Budget
Expenses**

	2022 Projected Budget
Personnel	
Attorney	1,743,458
Paralegal	816,809
Staff	834,441
Total Salaries	\$ 3,394,708
Fringe Benefits	1,765,742
Total Personnel	\$ 5,160,449
Kentucky Equal Justice	51,732
Contract Services - Client	107,000
Contract	
Audit	24,150
Chase - Law Clerks	6,500
Payroll Related Contracts	8,500
Temp	5,000
Technology Initiative Outlay - TIG	36,500
Cleaning	24,000
Open Enrollment Time Contract Services	5,000
Other Contr. Services	297,300
Dues	20,000
Fees	7,500
Insurance	50,000
LAV Contracted Services	55,000
Library	50,000
Litigation	25,000
Children's Law Center	57,400
Office	
Supplies - Shredding - Bank Charges	47,500
Pub & Adv	15,000
Copy & Print	18,000
Postage	20,000
Maintenance	6,500
Annual Recog & Con Ed	20,000
Space	
Rent	51,000
Repairs & Maint.	43,000
Utilities	43,800
Telephone	98,000
Travel	
Gas & Auto Expense	17,500
Local and Parking	26,500
Out of Town	40,000
Training Including LAV	55,000
Equip. Rental	30,000
Equipment Expenses	162,000
Mortgage Payments Covington After Capital Campaign	-
Mortgage Payments Lexington	33,659
Vehicle Loan Payment - Justice Bus	
Vehicle Loan Payment - Honda Van	10,566
Miscellaneous Other Costs	7,500
Total Non-Personnel	\$ 1,576,107

**Legal Aid of the Bluegrass
2022 Budget
Expenses**

	2022 Projected Budget
TOTAL EXPENSE	\$ 6,736,556

**Legal Aid of the Bluegrass
2022 Budget
Expenses**

**2022
Projected
Budget**

Carryover Summary	Budgeted
Revenues	\$ 6,248,959
Expenses	\$ 6,736,556
Subtotal	\$ (487,597)
Carryover from the Previous Year	\$ 1,904,135
Carryover to Next Year	\$ 1,416,537



LFUCG MWDBE PARTICIPATION FORM
Bid/RFP/Quote Reference #24-2022 Nonprofit Capital Grants Program

The MWDBE subcontractors listed have agreed to participate on this Bid/RFP/Quote. If any substitution is made or the total value of the work is changed prior to or after the job is in progress, it is understood that those substitutions must be submitted to Central Purchasing for approval immediately.

MWDBE Company, Name, Address, Phone, Email	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
None. We have reached out for lists of MWDBE certified contractors and suppliers and will solicit bids once the project starts.			
2.			
3.			
4.			

The undersigned company representative submits the above list of MWDBE firms to be used in accomplishing the work contained in this Bid/RFP/Quote. Any misrepresentation may result in the termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and false claims.

Legal Aid of the Bluegrass
Company

6/20/22
Date

Joshua B. Crabtree 
Company Representative

Executive Director
Title



MWDBE QUOTE SUMMARY FORM

Bid/RFP/Quote Reference # 24-2022 Nonprofit Capital Grants Program

The undersigned acknowledges that the minority subcontractors listed on this form did submit a quote to participate on this project.

Company Name Legal Aid of the Bluegrass	Contact Person Joshua B. Crabtree, Executive Director
Address/Phone/Email 300 East Main Street, Suite 110 Lexington, KY 40507 859-957-0186 jcrabtree@lablaw.org	Bid Package / Bid Date June 21, 2022

MWDBE Company Address	Contact Person	Contact Information (work phone, Email, cell)	Date Contacted	Services to be performed	Method of Communication (email, phone meeting, ad, event etc)	Total dollars \$\$ Do Not Leave Blank (Attach Documentation)	MBE * AA HA AS NA Female	Veteran
None. We have reached out to contacts to collect lists of MWDBE certified contractors and suppliers and will solicit bids once the project starts.								

(MBE designation / AA=African American / HA= Hispanic American/AS = Asian American/Pacific Islander/ NA= Native American)

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

Legal Aid of the Bluegrass

Company

Joshua B. Crabtree *JBC*

Company Representative

June 21, 2022

Date

Executive Director

Title

LFUCG STATEMENT OF GOOD FAITH EFFORTS

Bid/RFP/Quote # 24-2022 Nonprofit Capital Grants Program

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).
- 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

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


X 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.

Legal Aid of the Bluegrass
Company

6/20/22
Date

Joshua B. Crabtree 
Company Representative
Executive Director
Title

Legal Aid of the Bluegrass will prioritize minority owned businesses in our project. Legal Aid of the Bluegrass is a 501(c) 3 non-profit organization in Kentucky. We are governed by a 24 volunteer member Board of directors made up of clients and local Bar-appointed members, of which 13% are minorities and 71% are women. We are committed to including minorities, women, disadvantaged and veterans in our Board and staff, in the vendors we work with, and in serving these client populations.

We have reached out to the contacts listed in Economic Engine (<https://lexingtonky.ionwave.net>) for lists of MWDBE and veteran owned contractors and suppliers. We have received lists from two of those contacts and are in correspondence with a third to get our information out to these minority owned businesses. We have also posted a notice on our social media websites, including Facebook and Twitter, in search of minority owned businesses and contractors who might be interested in working on this project.

We are currently working with an engineer on building plans for the renovation to determine what our needs are. We will be reviewing the MWDBE lists and will solicit bids from these businesses once we begin work on the project.

Angela Dailey

From: Angela Dailey
Sent: Tuesday, June 7, 2022 11:24 AM
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.com; robertcoffey@sba.gov; lavozdeky@yahoo.com; paatricem@keynewsjournal.com
Cc: Brenda L. Combs, MBA
Subject: Looking for MBE, WBE, DBE Veteran owned certified businesses and suppliers for office space renovation project in Lexington

Good morning,

We are in the process of purchasing and renovating some office space at 300 East Main Street in Lexington. We are looking for certified minority-owned, women-owned, disadvantaged and veteran-owned contractors or suppliers to work with on the renovations. We are working on a funding application through LFUCG to help fund the purchase/renovations and your contact information is listed in the application as someone who may be able to help us locate these businesses. Will you please send us any contact information you have for these businesses? We are looking for people who can do wiring, electrical, flooring, data cabling or supply materials.

Thank you for your help with this.

Angela Dailey

From: Sherita Miller <smiller@lexingtonky.gov>
Sent: Tuesday, June 7, 2022 11:26 AM
To: Angela Dailey
Subject: [EXT] RE: Looking for MBE, WBE, DBE Veteran owned certified businesses and suppliers for office space renovation project in Lexington
Attachments: LFUCG Certified List_May 2022_.xlsx

Hi Angela,

Attached is a copy of LFUCG's certified list of minority, women and veteran owned businesses. This is an overall list of businesses with various specialties.

Thanks, Sherita

Sherita Miller, MPA, CPSD
Minority Business Enterprise Liaison
Central Purchasing

859.258.3323 office
lexingtonky.gov



From: Angela Dailey <ADailey@lablaw.org>
Sent: Tuesday, June 7, 2022 11:24 AM
To: Sherita Miller <smiller@lexingtonky.gov>; ttyra@commerceland.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.org; robertcoffey@sba.gov; lavozdeky@yahoo.com; paatricem@keynewsjournal.com
Cc: Brenda L. Combs, MBA <bcombs@lablaw.org>
Subject: Looking for MBE, WBE, DBE Veteran owned certified businesses and suppliers for office space renovation project in Lexington

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[EXTERNAL] Use caution before clicking links and/or opening attachments.

Good morning,

We are in the process of purchasing and renovating some office space at 300 East Main Street in Lexington. We are looking for certified minority-owned, women-owned, disadvantaged and veteran-owned contractors or suppliers to work with on the renovations. We are working on a funding application through LFUCG to help fund the purchase/renovations and your contact information is listed in the application as someone who may be able to help us locate these businesses. Will you please send us any contact information you have for these businesses? We are looking for people who can do wiring, electrical, flooring, data cabling or supply materials.

Thank you for your help with this.

Angela Dailey

From: Smith, Yvette (Finance) <Yvette.Smith@ky.gov>
Sent: Tuesday, June 7, 2022 12:47 PM
To: Angela Dailey
Subject: [EXT] RE: Looking for MBE, WBE, DBE Veteran owned certified businesses and suppliers for office space renovation project in Lexington

Good afternoon,
Here are links to pages where we have lists of certified MBEs, WBEs, and SDVOSBs. We appreciate your interest in businesses certified by our programs.

Kentucky MWBE Certified Listing (scroll down and click on *MWBE Certified Business Listing*):
<https://finance.ky.gov/office-of-the-secretary/office-of-equal-employment-opportunity-contract-compliance/minority-and-women-business-enterprise-certification-program/Pages/default.aspx>

Kentucky SDVOSB Certified Listing (scroll down and click on *List of Certified Businesses*):
[Kentucky's Service-Disabled Veteran-Owned Small Business Certification Program - Finance and Administration Cabinet](#)



Yvette M. Smith, Executive Director
Cabinet EEO, ADA & Title VI Coordinator
Finance and Administration Cabinet
Office of Equal Employment Opportunity/Contract Compliance
200 Mero Street, 5th Floor
Frankfort, KY 40622
Phone: 502-352-0636
www.finance.ky.gov
[Kentucky MWBE Website](#)
[Kentucky SDVOSB Website](#)

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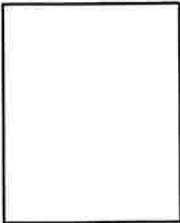
From: Angela Dailey <ADailey@lablaw.org>
Sent: Tuesday, June 7, 2022 11:24 AM
To: smiller@lexingtonky.gov; ttyra@commercelexington.com; sbrown@tsmsdc.com; dharbut@uky.edu; smack3@email.uky.edu; jcoles@cycky.org; Bynes, Melvin (KYTC) <Melvin.Bynes2@ky.gov>; Eagle, Shella Jarvis (KYTC) <Shella.Eagle@ky.gov>; rwaldon@gcul.org; Smith, Yvette (Finance) <Yvette.Smith@ky.gov>; janet@nwbec.org; robertcoffey@sba.gov; lavozdeky@yahoo.com; paatricem@keynewsjournal.com
Cc: Brenda L. Combs, MBA <bcombs@lablaw.org>
Subject: Looking for MBE, WBE, DBE Veteran owned certified businesses and suppliers for office space renovation project in Lexington

Good morning,

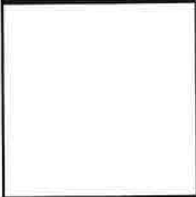
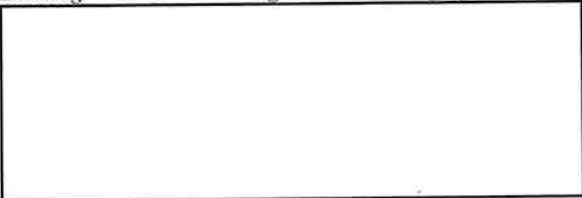
We are in the process of purchasing and renovating some office space at 300 East Main Street in Lexington. We are looking for certified minority-owned, women-owned, disadvantaged and veteran-owned contractors or suppliers to

work with on the renovations. We are working on a funding application through LFUCG to help fund the purchase/renovations and your contact information is listed in the application as someone who may be able to help us locate these businesses. Will you please send us any contact information you have for these businesses? We are looking for people who can do wiring, electrical, flooring, data cabling or supply materials.

Thank you for your help with this.



Angela Dailey
Grants Manager
Office: 606-784-8921 ext. 2132 | Direct: 606-755-0001
Fax: 606-783-1342 | ADailey@lablaw.org
546 East Main Street | Suite 1 | Morehead, KY 40351
Ensuring Fairness. Protecting Families. Changing Lives.



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Angela Dailey

From: Bynes, Melvin (KYTC) <Melvin.Bynes2@ky.gov>
Sent: Wednesday, June 8, 2022 8:00 AM
To: Angela Dailey
Cc: Putty, Brad B (KYTC)
Subject: [EXT] Re: Looking for MBE, WBE, DBE Veteran owned certified businesses and suppliers for office space renovation project in Lexington

If you will send us your invitation to bid we will send it out.

Melvin Bynes, Executive Director
DBE Liaison Officer
Office for Civil Rights and
Small Business Development
Kentucky Transportation Cabinet
200 Mero Street
Frankfort, Kentucky 40622
502-782-4816
502-564-1491, 502-564-2114 (fax)

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Before printing this e-mail think if it is necessary. Think Green!

From: Angela Dailey <ADailey@lablaw.org>
Sent: Tuesday, June 7, 2022 11:23 AM
To: smiller@lexingtonky.gov <smiller@lexingtonky.gov>; ttyra@commercelexington.com <ttyra@commercelexington.com>; sbrown@tsmsdc.com <sbrown@tsmsdc.com>; dharbut@uky.edu <dharbut@uky.edu>; smack3@email.uky.edu <smack3@email.uky.edu>; jcoles@cycky.org <jcoles@cycky.org>; Bynes, Melvin (KYTC) <Melvin.Bynes2@ky.gov>; Eagle, Shella Jarvis (KYTC) <Shella.Eagle@ky.gov>; rwaldon@gcul.org <rwaldon@gcul.org>; Smith, Yvette (Finance) <Yvette.Smith@ky.gov>; janet@nwvoc.org <janet@nwvoc.org>; robertcoffey@sba.gov <robertcoffey@sba.gov>; lavozdeky@yahoo.com <lavozdeky@yahoo.com>; paatricem@keynewsjournal.com <paatricem@keynewsjournal.com>
Cc: Brenda L. Combs, MBA <bcombs@lablaw.org>
Subject: Looking for MBE, WBE, DBE Veteran owned certified businesses and suppliers for office space renovation project in Lexington

Good morning,

We are in the process of purchasing and renovating some office space at 300 East Main Street in Lexington. We are looking for certified minority-owned, women-owned, disadvantaged and veteran-owned contractors or suppliers to work with on the renovations. We are working on a funding application through LFUCG to help fund the purchase/renovations and your contact information is listed in the application as someone who may be able to help us locate these businesses. Will you please send us any contact information you have for these businesses? We are looking for people who can do wiring, electrical, flooring, data cabling or supply materials.



Legal Aid of the Bluegrass



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Legal Aid of the Bluegrass is looking for minority-owned, women-owned, disadvantaged, and veteran-owned certified construction contractors... See More



 **Jenny Schild and 3 others**

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LABG is looking for minority-owned, women-owned, disadvantaged, and veteran-owned certified construction contractors and suppliers to engage with about an office space renovation project in Lexington, KY. If interested, contact Brenda Combs at bcombs@lablaw.org or 859-957-0190.



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