

R-482-2022

C-247-2022

**COMMUNITY PROJECT AGREEMENT**

THIS COMMUNITY PROJECT AGREEMENT (“Agreement”), is made and entered into on the 28<sup>th</sup> day of September 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 NEW BEGINNINGS, BLUEGRASS, INC., a Kentucky nonprofit corporation, (“Organization”) with offices located at 1353 West Main Street, Suite 100, Lexington, Kentucky 40508.

**WITNESSETH**

**WHEREAS**, the Organization is a 501(c)(3) nonprofit organization, as defined by the Internal Revenue Code, that plans to purchase and renovate the properties located at 1662, 1666, and 1670 Alexandria Drive, Lexington, Kentucky (“Property” or “Properties”);

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

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

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

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

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

**1. EFFECTIVE DATE; TERM.** This Agreement shall commence on October 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 **FIVE HUNDRED THOUSAND DOLLARS (\$500,000)** (“Funds”) for the completion of the Project as stated below:

PROJECT	FUNDS AWARDED	OPERATIONAL/CAPITAL
1) Acquisition and rehabilitation of the Property	1) \$500,000	1) Capital

All expenditures must be incurred on or before **April 30, 2024**. 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 construction costs incurred for the Project:

a. Project to be Completed in Workmanlike Manner.

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

b. Permits.

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

c. Building Regulations.

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

d. No Liens.

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

e. Right of Inspection.

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

f. Nonliability.

This Agreement will not be construed to make LFUCG liable to materialmen, contractors, craftsmen, laborers or others for goods and services delivered by them to or upon the property on which the Project is constructed, or for debts or claims accruing to said parties

against the Organization. There are no contractual relationships, either express or implied, between LFUCG and any materialman, contractors, craftsmen, laborers or any other persons supplying work, labor or materials on the job, nor will any third person or persons, individual or corporate, be deemed to be beneficiaries of this Agreement or any term, condition or provisions hereof or on account of any actions taken or omitted by LFUCG pursuant hereto.

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

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

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

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

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

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

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

c. Organization acknowledges that LFUCG is a governmental entity, and that the validity of this Agreement is based upon the availability of appropriated funding. In the event that such

funding is not appropriated in a future fiscal year, LFUCG's obligations under this Agreement shall automatically expire without penalty to the LFUCG thirty (30) days after written notice to Organization. LFUCG shall exercise any application of this provision in good faith.

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

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

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

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

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

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

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

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

14. **EQUAL OPPORTUNITY; FAIRNESS ORDINANCE.** Organization shall provide equal opportunity in employment for all qualified persons, and shall (a) prohibit discrimination in employment because of race, color, creed, national origin, sex, age, sexual orientation, gender identity, or handicap, (b) promote equal employment through a positive, continuing program of equal employment, and (c) cause any subcontractor or agency receiving funds provided pursuant to this Agreement to do so. This program of equal employment opportunity shall apply to every

aspect of its employment policies and practices. Organization agrees to comply with LFUCG's Fairness Ordinance (Ordinance No. 201-99) and all sources of applicable law, including those specified in any Exhibit attached to this Agreement and incorporated herein by reference.

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

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

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

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

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

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

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

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

For Organization:

Christy Shuffett  
Executive Director  
New Beginnings, Bluegrass, Inc.  
1353 W. Main Street, Suite 100  
Lexington, Ky. 40508

For Government:

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

Maekzie Stock  
Clerk of the Urban County Council

NEW BEGINNINGS, BLUEGRASS, INC.

BY: Christy Shuffett  
Christy Shuffett, Executive Director

COMMONWEALTH OF KENTUCKY )  
COUNTY OF FAYETTE )

The foregoing instrument was acknowledged before me this the 22<sup>nd</sup> day of September, 2022, by Christy Shuffett, Executive Director of New Beginnings, Bluegrass, Inc., a Kentucky nonprofit organization.

My commission expires: May 31, 2026

Byron E. Colson  
Notary Public

00765225.DOCX



**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](mailto:tslatin@lexingtonky.gov)

## Affirmative Action Plan

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

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

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

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

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

**AFFIDAVIT**

Comes the Affiant, Christy Shuffett \_\_\_\_\_  
and after being first duly sworn, states under penalty of perjury as follows:

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

**Continued on next page**

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

Further, Affiant sayeth naught.

Christy Shuffett

STATE OF Kentucky

COUNTY OF Fayette

The foregoing instrument was subscribed, sworn to and acknowledged before me by Christy Shuffett on this the 16<sup>th</sup> day of June, 2022

My Commission expires: May 31, 2026



Brya E. Godwin  
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

New Beginnings, Bluegrass, Inc.

Name of Business

**WORKFORCE ANALYSIS FORM**

Name of Organization: New Beginnings, Bluegrass, Inc.

Categories	Total	White (Not Hispanic or Latino)		Hispanic or Latino		Black or African-American (Not Hispanic or Latino)		Native Hawaiian and Other Pacific Islander (Not Hispanic or Latino)		Asian (Not Hispanic or Latino)		American Indian or Alaskan Native (not Hispanic or Latino)		Two or more races (Not Hispanic or Latino)		Total	
		M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
Administrators	3	1	2														
Professionals	14	2	6			1	5										
Superintendents																	
Supervisors	3		2														1
Foremen																	
Technicians																	
Protective Service																	
Para-Professionals																	
Office/Clerical	1		1														
Skilled Craft																	
Service/Maintenance	1	1															
<b>Total:</b>	<b>22</b>	<b>4</b>	<b>11</b>			<b>1</b>	<b>5</b>										<b>1</b>

Prepared by: Bryan Adams, Finance Director  
(Name and Title)

Date: 06/16/2022

Revised 2015-Dec-15

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

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

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

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

For assistance in locating Disadvantaged Business Enterprises Subcontractors contact:

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

**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](mailto: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 LFUGG 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 LFUGG 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 MBF, WBE and DBE certified businesses. Below is a listing of contacts for LFUCG Certified MWDBEs in Economic Engine (<https://lexingtonky.ionwave.net>)

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



LFUCG MWDBE PARTICIPATION FORM  
 Bid/RFP/Quote Reference # 24-2078

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. Georgetown Real Estate connection, LLC Megan McEwen, Broker 2409 E. Main St. Georgetown, Ky 40324 (858) 312-4882	Facilitate purchase of property	\$5,000	1%
2. megan@georgetownrealestateconnection.com			
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 New Beginnings, Bluegrass Company Representative Christy Shuffett  
09.28.2022 Executive Director  
 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.

1. <b>SUBSTITUTED MWDBE Company Name, Address, Phone, Email</b>	<b>MWDBE Formally Contracted / Name, Address, Phone, Email</b>	<b>Work to Be Performed</b>	<b>Reason for the Substitution</b>	<b>Total Dollar Value of the Work</b>	<b>% Value of Total Contract</b>
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**







## LFUGG SUBCONTRACTOR MONTHLY PAYMENT REPORT

The LFUGG 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 LFUGG will track spending with MW/DBE 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** \_\_\_\_\_

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

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 Representative**

\_\_\_\_\_  
**Date**

**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 MWBDE 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.

New Beginnings, Bldg. Inc. Christy Shuffett  
Company Company Representative  
09.27.2002 Executive Director  
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.

Christy Shuckett  
Signature

06/16/2022  
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.

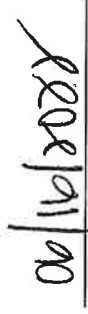
7. The contractor shall include these requirements in numerical paragraphs 5 and 6 in each subcontract exceeding \$100,000 financed in whole or in part with American Rescue Plan Act funding.
8. The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Federal 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, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31

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

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



Signature



Date

Firm Submitting Proposal: New Beginnings, Bluegrass, Inc.

Complete Address: 1353 W. Main St., Ste 100, Lexington, KY 40508  
Street City Zip

Contact Name: Christy Shuffett Title: Executive Director

Telephone Number: 859-245-2400 Fax Number: 859-245-2443

Email address: christy@newbeginningsbg.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 "LFUGG") 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 LFUGG.
  
- (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 LFUGG 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 LFUGG 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 LFUGG, 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:

<b><u>Coverage</u></b>	<b><u>Limits</u></b>
General Liability million aggregate (Insurance Services Office Form CG 00 01) limit	\$1 million per occurrence, \$2 or \$2 million combined single
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](mailto:tslatin@lexingtonky.gov)

## 1.0 GENERAL PROVISIONS

### 1.1 Funding

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

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

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

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

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

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

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

### 1.2 Proposal Submission

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

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

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

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

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

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

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

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

#### Inquiries/Questions

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

Todd Slatin, Director

Division of Central Purchasing 200 E. Main Street, Lexington, KY 40507

E-mail: [tslatin@lexingtonky.gov](mailto:tslatin@lexingtonky.gov) Phone: (859) 258-3320

**Deadline for questions is JUNE 3, 2022 at 2:00 PM EST**

### **1.4 Requests for Clarification**

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

### **1.5 Timeline**

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

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

Webinar ID: 852 2355 9169

Passcode: 435922

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

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

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

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

#### **1.6 Evaluation**

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

Scoring criteria are outlined in Section 4.0 Evaluation.

#### **1.7 Selection**

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

#### **1.8 Reporting**

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

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

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



## 2.0 PROPOSAL FORMAT

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

A complete proposal contains each of the following components:

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

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

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

1. Facility Improvement location is located in Fayette County and Operational Investments must be for the purpose of serving Fayette County residents with these grant funds
2. Be in good standing with the Kentucky Secretary of State
3. Responders shall be registered and have a current, complete Gold Seal of Transparency or higher level agency portrait on [GuideStar.org](http://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 line item Budgets for each Grant Project requested and the Agency Budget

### 3.0 SCOPE

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

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

#### Who is Eligible?

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

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

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

#### Facility Improvements

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

#### Operational Investments

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

**Grant Award Allocation**

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

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

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

**4.0 EVALUATION & CRITERIA**

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

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

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

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

#### **4.2 Demonstrated Need**

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

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

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

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

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

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

#### **4.4 Operational Feasibility**

The application must include:

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

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

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

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

*LFUCG reserves the right to adjust funding amounts.*

**EXHIBIT "B"**



**LEXINGTON**

**RFP-24-2022**

**New Beginnings, Bluegrass, Inc.  
Supplier Response**

**Event Information**

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

**Contact Information**

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



## **New Beginnings, Bluegrass, Inc. Information**

**Contact:** Christy Shuffett  
**Address:** 1353 W Main Street  
Suite 100  
Lexington, KY 40508  
**Phone:** (859) 245-2400  
**Fax:** (859) 245-2443  
**Email:** [Christy@newbeginningsbg.org](mailto:Christy@newbeginningsbg.org)  
**Web Address:** [www.NewBeginningsBG.org](http://www.NewBeginningsBG.org)

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

Christy Shuffett

Signature

[christy@newbeginningsbg.org](mailto:christy@newbeginningsbg.org)  
Email

Submitted at 6/17/2022 5:33:23 PM

## **Response Attachments**

### **3 NCG Submittal Cover Sheet - New Beginnings, Bluegrass.pdf**

Submittal Cover Sheet for New Beginnings Bluegrass

### **Affidavit for NCG Application.pdf**

Affidavit

### **Equal Opportunity Agreement.pdf**

Equal Opportunity Agreement

### **Workforce Analysis.pdf**

Workforce Analysis

### **General Provisions.pdf**

General Provisions

### **Certification of Compliance for ARPA Expenditures.pdf**

Certification of Compliance for ARPA

### **NBB Commitment Letter for Alexandria Drive Property Purchase.pdf**

NBB Commitment Letter

### **Letter of Intent to Purchase Alexandria Drive Properties.pdf**

Letter of Intent to Purchase

### **Secretary of State May 24 2022.pdf**

Secretary of State Standing

### **Nonprofit Capital Grant Application.docx**

New Beginnings, Bluegrass NCG Application

### **Alexandria Comparable Units.pdf**

Comparable sale for Alexandria property

### **NBBG - Budget Summary FY 2021-2022.pdf**

New Beginnings Budget Summary



**PROPOSAL SUBMITTAL COVER SHEET**

**Agency Information**

Agency Name: New Beginnings, Bluegrass, Inc.

Mailing Address: 1353 W. Main Street, Suite 100, Lexington, KY 40508

Street Address: 1353 W. Main Street, Suite 100, Lexington, KY 40508

Phone: (859) 245 - 2400

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):

Christy Shuffett, Executive Director, 859-245-2400, christy@newbeginningsbg.org

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

Christy Shuffett, Executive Director, 859-245-2400, christy@newbeginningsbg.org

**Project Information**

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

Project: <u>Acquisition of Alexandria Drive Properties</u>	<input checked="" type="checkbox"/> Facility Improvement project	<input type="checkbox"/> Operational Investment project	Request \$ <u>500,000</u>
Project: <u>Housing Entry Door Security Improvements</u>	<input type="checkbox"/> Facility Improvement project	<input checked="" type="checkbox"/> Operational Investment project	Request \$ <u>70,000</u>
Project: <u>Housing Security Cameras</u>	<input type="checkbox"/> Facility Improvement project	<input checked="" type="checkbox"/> Operational Investment project	Request \$ <u>30,000</u>
Project: <u>Agency Vehicles</u>	<input type="checkbox"/> Facility Improvement project	<input checked="" type="checkbox"/> Operational Investment project	Request \$ <u>150,000</u>
Project: _____	<input type="checkbox"/> Facility Improvement project	<input type="checkbox"/> Operational Investment project	Request \$ _____

**Total Funding Amount Requested: \$ 750,000**

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

**NEW BEGINNINGS, BLUEGRASS, INC.**

**NONPROFIT CAPITAL GRANTS PROGRAM – FACILITY IMPROVEMENTS**

**\$500,000 Requested for Acquisition of 1662, 1666, and 1670 Alexandria Drive**

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

At New Beginnings Bluegrass, we believe that everyone has a fundamental human right to safe, decent, and affordable housing. Our agency puts this principle into action by serving and housing individuals with serious mental illnesses (SMI). This population is frequently marginalized because of their severe disabilities (e.g., schizophrenia or bipolar disorder) and lack of financial and social resources.

Individuals with SMI are disproportionately impacted by homelessness and housing instability. Due to COVID-19 pandemic, there have been closures to many in-person services which has led to an even wider disparity. Many individuals with SMI lack of access to telehealth technology needed to access treatment for their health conditions and to obtain necessary assistance with finding and securing housing.

The Substance Abuse and Mental Health Services Administration (SAMHSA) has endorsed the Permanent Supportive Housing (PSH) model as an evidence-based practice, recognizing the necessity of combining safe, stable, and affordable housing with flexible and voluntary support services to help people with SMI live more stable, productive lives in the community. Housing programs, including New Beginnings, which utilize this model are vital to addressing the increased public health risks associated with the combination of COVID-19, homelessness, and serious behavioral health conditions.

Our agency is currently serving 82 individuals in our PSH program and have 45 others on our waiting list who need housing assistance. Funding awarded for this proposal will be used to aid in the purchase of 24 one-bedroom units in Lexington that will be used to expand the affordable housing opportunities for persons with SMI.

Responses to Eligibility Criteria:

1. The locations of our proposed capital project are 1662, 1666, and 1670 Alexandria Drive, Lexington, KY 40504. We intend to serve Fayette County residents who have an SMI and are either experiencing homelessness, at risk of homelessness, or are stepping down from a high level of care.
2. Evidence of our good standing with the Kentucky Secretary of State is included as an attachment.
3. New Beginnings, Bluegrass currently has reached the highest level, a Platinum Seal of Transparency, on GuideStar.org.
4. Funds for the projects will not be used to teach, advance, advocate or promote any religion.
5. New Beginnings, Bluegrass agrees to comply with all applicable local, state, and federal laws.

## **Section 2: Demonstrated Need**

Lack of supportive housing frequently causes people with serious mental illnesses (SMI) to cycle between hospitals, homeless shelters, jails, and the streets at burdensome costs to our community. To meet this population's housing needs, two components must be addressed: access to affordable housing and support services. Unfortunately, as noted in Lexington's 2020 Consolidated Plan, we do not have enough of either element to meet our city's needs (Priority Needs #1 – "Affordable Housing" and #4 – "Public Services").

Approximately 16,000 adults with SMI live in Lexington. Due to the severe nature of their disabilities, most rely on SSI benefits of \$841/month as their sole source of income – an amount well below the federal poverty level. The fair market rent for a one-bedroom apartment in Lexington is \$741, leaving these individuals with a mere \$100 to purchase other necessities such as medications, food, clothing, and utilities. HUD considers households as "cost burdened" when housing consumes more than 30% of their income and "severely cost burdened" when it exceeds 50%. It is unconscionable that many of our disabled neighbors in Fayette County face a cost burden of 89%. With such unsustainable expenses, it is not surprising that people with SMI experience higher rates of housing insecurity and homelessness than the general population. In Lexington, 6.2% of adults have an SMI, however they constituted 15% of the individuals experiencing homelessness during the 2022 Lexington – Fayette County CoC Point in Time count. As of June 16, 2022, there are 45 people on our waiting list for housing – and 16 of these individuals are currently experiencing homelessness.

Funding this request to expand our Permanent Supportive Housing program will help Lexington meet the housing needs of some of our community's most vulnerable and

under-served citizens. Twenty-four one-bedroom units we are proposing to purchase are located at 1662, 1666, and 1670 Alexandria Drive, Lexington, KY 40504. The units are contained in three side-by-side buildings that are connected by one parking lot that runs behind the buildings. All building structures and grounds appear to be in good condition with only minor repairs needed to the exterior. We plan to rehabilitate the bathrooms in each unit and as needed, update kitchen appliances. We will have a full inspection by a licensed professional and an environmental review completed prior to the purchase to ensure the property meets all local codes, and health and safety standards.

A copy of the letter of intent to purchase these properties for \$2,000,000 with the current owners, Robert Hastings, LLC and Diana Hastings, LLC is attached.

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

New Beginnings, Bluegrass has been providing housing and support services to persons diagnosed with serious mental illnesses (SMI) since its inception in 1997. We currently serve 82 individuals and are the owners of thirty housing units in Fayette County that shelter low-income individuals who have an SMI. Two of our current locations were acquired utilizing grant funding:

- 2808 Ryan Circle, a four-unit apartment building purchased in 2002 with HOME investment funds through LFUCG.
- 1470 Etawah Drive, an eight-bedroom complex purchased in 2003 through the Federal Home Loan Bank. The building was rehabilitated in 2016 utilizing LFUCG's Affordable Housing funds.

We operate using the Permanent Supportive Housing model which combines flexible, voluntary services with affordable housing. Our staff provide these services utilizing a client-centered, housing first approach and the housing units are made affordable through collaborations with the Lexington – Fayette Housing Authority and Lexington CoC programs. Our housing programs operate at full capacity and yet we consistently maintain a lengthy wait list due to the lack of permanent supportive housing options in our community. We stand ready and committed to helping meet this need by continuously searching for opportunities to expand and grow our program so that we can reach as many people as possible.

Our team consists of experienced and dedicated personnel who are highly capable of operating and serving the resident of this new project. The key personnel related to the acquisition and administration of the proposed project include the following:

- Christy Shuffett is New Beginnings' Executive Director. Ms. Shuffett has a master's degree and 25 years of experience serving individuals with SMI. During her career, Ms. Shuffett has been involved in the acquisition and implementation of housing projects that successfully served low-income households and has extensive experience managing local, state, and federal grant programs. She will provide administrative oversight and community outreach to engage a diverse cross-section of referrals for the property.
- Anita Lakes is our Assistant Director and will provide clinical oversight for our agency's support services that will be available to the tenants of this project. Ms. Lakes has a M.S. in Clinical Psychology, is a licensed Psychological Practitioner, and has 12 years of experience serving individuals with SMI.
- Christina Ellison serves as New Beginnings' Director of Homeless Services and will supervise the staff who will be providing support services to the project's tenants. Ms. Ellison has 13 years of experience working with individuals with SMI.
- Bryan Adams is New Beginnings' Finance Director. Mr. Adams is a Certified Public Accountant with 20 years' accounting and auditing experience. He supervises the agency's Office Manager, Tracy Hart, and together they will serve as the property managers for the project, provide the financial oversight, and ensure compliance with the ARPA requirements as stated in pages 31 – 35 of the Request for Proposal. Both Mr. Adams and Ms. Hart have extensive experience in grant management, including the administration of local, state, and federally funded projects.



- Jason Kyle is New Beginnings' Maintenance Coordinator. He currently maintains all New Beginnings' properties as well as the units that are master leased by our agency in our CoC program. Mr. Kyle has 10 years of experience in this role.
- Megan McEuen, MBA, is the broker for Georgetown Real Estate Connection, LLC., and has over 20 years of experience in the real estate industry. For the past six years, she has provided consultation and realtor services to New Beginnings. Ms. McEuen has facilitated the acquisition of several properties that helped our agency expand its reach and is involved in the current proposed project. Using our identified criteria regarding unit size and proximity to amenities such as grocery, bus stop, and restaurants, Ms. McEuen located the ideal property, connected with the owners to consider selling it to our nonprofit, and continues to serve as the liaison while we work to secure funding for the purchase.

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

Our agency has secured a signed letter of intent to purchase twenty-four (24) one-bedroom units located at 1662, 1666, and 1670 Alexandria Drive, Lexington, Kentucky, 40504. Although the property has not been listed for sale, our contracted Realtor, Megan McEuen, contacted the current property owners and negotiated an agreement to allow our agency the option to purchase the properties (contingent on our ability to secure funding). The owners have agreed to extend our option to purchase until October 28, 2022.

We recently applied for additional financial assistance through LFUCG's Grants and Special Programs for HOME-ARP and ARPA funding to help support the purchase, rehabilitation, and hiring of support services for this project. We anticipate award notification for these grants around the first of September. If awarded, New Beginnings has earmarked \$400,000 in agency reserves that are immediately available to contribute to the project (see attached letter of commitment).

There is a demonstrated need for more affordable housing units in Lexington – Fayette County. This project will help fill some of this gap by adding to the stock of available housing options for individuals who have limited income. There are currently forty-four (44) applicants on our waitlist who are searching for housing assistance. In addition, we aim to work with the Lexington Coordinated Entry System to identify other eligible tenants to immediately fill unit vacancies once we secure ownership of the buildings.

Our Executive Director, Finance Director, Office Manager, and Maintenance Coordinator are all experienced and capable of seeing this project to fruition.

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

We are requesting \$500,000 to go toward the purchase of twenty-four one-bedroom units located at 1662, 1666, and 1670 Alexandria Drive, Lexington, Kentucky, 40504. The asking price for the properties is \$2,000,000 and any funds awarded from this proposal will be used for this purchase. For the past six years, New Beginnings has contracted with a Broker, Megan McEuen, to assist us with finding housing to meet our agency's growing needs. Ms. McEuen has assisted with the acquisition of three properties for our agency and located and secured an offer to purchase the proposed project. During her search for these one-bedroom units, Ms. McEuen compiled a list of comparable sales to ensure that the asking price was reasonable (see attached letter and comparables).

**Letter of Intent**

This Letter of Intent ("the Document") made as of this 25<sup>th</sup> day of May, 2022 (the "Execution Date").

**Between:**

New Beginnings, Bluegrass, Inc. (the "Purchaser")  
1353 W Main Street  
Suite 100  
Lexington KY 40508  
USA

AND

Robert Hastings LLC & Diana Hastings LLC (the "Seller")  
4483 Abners Mill Road  
Ewing KY 41039  
USA

**Background:**

- A. The Seller is the owner of commercial property that is available for sale.
- B. The Purchaser wishes to purchase commercial property from the Seller

**Non-Binding**

1. This Document does not create a binding agreement between the Purchaser and the Seller and will not be enforceable. Only the Contract, duly executed by the Purchaser and the Seller, will be enforceable. The terms and conditions of the Contract will supersede any terms and conditions contained in this Document. The Purchaser and the Seller are not prevented from entering into negotiations with third parties with regard to the subject matter of this Document.

**Transaction Description**

2. The properties (the "Property") that is the subject of this Document are located at:  
1662, 1666 & 1670 Alexandria Drive, Lexington KY 40504.
3. The legal land description for the Property is:  
Lots 10 & 11, C-260 Gardenside Unit 11-D and  
Lot 2, A-150 Collins-Rouse-Bell Property

**Purchase Price**

4. The total purchase price for the Property is \$2,000,000.00 USD
5. The Purchaser will pay to the Seller the full amount of \$2,000,000.00 on or before the 28<sup>th</sup> day of October, 2022 (the "Closing Date") as payment in full for the Property. Closing date is subject to change based on grant funding through American Rescue Plan Act of 2021.
6. The Purchaser will take possession of the Property on the 28<sup>th</sup> day of October, 2022 or actual closing date.

**Real Property Disclosure**

7. The Seller does not know of any material facts that would affect the value of the Property, except those observable by the Purchaser or known to the Seller and stated in this Document.

**Representations**

8. The Seller represents and warrants that the Property is free and clear of any liens, charges, encumbrances or rights of third parties which will not be satisfied out of the sales proceeds. If the representations of the Seller are untrue upon the Closing Date, the Purchaser may terminate any future agreement without penalty.

**Terms and Conditions**

- 9. The Contract will be subject to the Purchaser being approved for all financing and/or in receipt of grant funding by the Closing Date. Either the Seller or the Purchaser may cancel the Contract if the Purchaser cannot obtain adequate financing by the Closing Date despite due diligence and good faith on the part of the Purchaser.
- 10. The Purchaser may have a Due Diligence period of 40 days from date of actual contract to conduct inspections, title examinations, environmental examinations and any other research into history and condition of the property.

This Document accurately reflects the understanding between the Seller and the Purchaser, signed on this 27th day of May, 2022.

*Christy Shuffett*  
dotloop verified  
 05/27/22 3:33 PM EDT  
 KSL6-OPHF-IGGN-3MAP

Christy Shuffett, Executive Director  
New Beginnings, Bluegrass, Inc. (Purchaser)

*Rob Hastings*  
dotloop verified  
 05/01/22 5:50 PM EDT  
 KKOD-LJUNE-QQMM-RTSB

Robert Hastings  
Robert Hastings LLC (Seller)

*Diana Hastings*  
dotloop verified  
 05/27/22 1:57 PM EDT  
 QRWF-JROZ-JIG4-LJMS

Diana Hastings  
Diana Hastings LLC (Seller)



June 16, 2022

Lexington-Fayette Urban County Government  
200 East Main Street  
Lexington, KY 40507

Re: Nonprofit Capital Grants Application

To Whom It May Concern:

We are pleased to submit an application for the Nonprofit Capital Grants program (NCG) to assist with the purchase of twenty-four (24) one-bedroom units in Lexington. The goal of this project is to provide safe and affordable housing to individuals with serious mental illness who have limited financial resources and are experiencing homelessness, are at risk of homelessness, or are stepping down from an intensive level of care.

To demonstrate our commitment to this worthwhile and much needed development, New Beginnings will provide \$400,000 of the total project cost from our agency reserves.

We have been actively searching for one-bedroom units to purchase for the past three years and are delighted to have the opportunity to potentially make that goal a reality. Thank you for your consideration of this request and please do not hesitate to contact me if further information is needed.

Best regards,

A handwritten signature in black ink that reads "Christy Shuffett".

Christy Shuffett, M.Ed.  
Executive Director

Enclosures

[www.NewBeginningsBG.org](http://www.NewBeginningsBG.org)

1451 W. Walnut Street, Suite 100 Lexington, KY 40508 | Office 859 245 2409 | Fax 859 245 2443



1:54



beacon.schneidercorp.com

### Summary



\$100,000/unit  
No central air

Parcel Number	14064050
Location Address	1674 ALEXANDRIA DR LEXINGTON KY 40504
Tax District	District 01
Tax Rate	1.2727
Acres	0.3368
Legal Description	A-150 COLLINS-ROUSE-BELL PROP LOT 13
Property Class	M - MULTI-FAMILY
PVA Neighborhood	717 - VERSAILLES
Land Use Code	(401) M - APARTMENTS 3-19 RENTAL UNITS
USA/RSA Map	23
Map Block	025
Lot	13
Subdivision	GARDENSIDE UNIT 11-D
Cabinet/Slide	C-260
ND-1 Zone	
Overlay	
PDR	
Map Scale	200
Block	K
LFUCG Zoning	R-3 - PLANNED NBHD RESIDENTIAL
Deeded SqFt	14,670
Frontage / Out of	90 / 59-ACREAGE

### Owner

TAYLOR MADE PROPERTIES LLC  
 PO BOX 55733  
 LEXINGTON KY 40555

January 1, 2022 Owner  
 TAYLOR MADE PROPERTIES LLC



### Summary



<b>Parcel Number</b>	14064051
<b>Location Address</b>	1678 ALEXANDRIA DR LEXINGTON KY 40504
<b>Tax District</b>	District 01
<b>Tax Rate</b>	1.2727
<b>Acres</b>	0.337
<b>Legal Description</b>	A-150 COLLINS-ROUSE-BELL PROP LOT 14
<b>Property Class</b>	M - MULTI-FAMILY
<b>PVA Neighborhood</b>	717 - VERSAILLES
<b>Land Use Code</b>	(401) M - APARTMENTS 3-19 RENTAL UNITS
<b>USA/RSA Map</b>	23
<b>Map Block</b>	025
<b>Lot</b>	14
<b>Subdivision</b>	GARDENSIDE UNIT 11-D
<b>Cabinet/Slide</b>	C-491
<b>ND-1 Zone</b>	
<b>Overlay</b>	
<b>PDR</b>	
<b>Map Scale</b>	200
<b>Block</b>	K
<b>LFUCG Zoning</b>	R-3 - PLANNED NBHD RESIDENTIAL
<b>Deeded SqFt</b>	14,678
<b>Frontage / Out of</b>	90 / 59-ACREAGE

### Owner

TAYLOR MADE PROPERTIES LLC  
 PO BOX 55733  
 LEXINGTON KY 40555

January 1, 2022 Owner  
 TAYLOR MADE PROPERTIES LLC

### Commercial Improvement Information

Card 1  
 Building No 1  
 Structure Code/Desc 211-APARTMENTS  
 Units 8  
 Year Built 1960  
 Above Grade Sqft 5,184  
 Total Basement Sqft

### Sales

Columns

	Sale Date	Sale Price	Owner	Previous Owner
▼	1/5/2022	\$800,000	TAYLOR MADE PROPERTIES LLC	HOWARD TAYLOR INVESTMENTS LLC
	Deed Book: 3908			
	Deed Page: 636			
	Sales Validity: MULTIPLE PROPERTIES			
	Recording: 3908 636			
➤	4/30/2019	\$650,000	TAYLOR MADE PROPERTIES LLC	WEST LEXINGTON PROPERTIES LLC
➤	12/22/2015	\$429,000	WEST LEXINGTON PROPERTIES LLC	DIAMONDS INVESTMENTS LLC
➤	8/11/2015	\$285,000	DIAMONDS INVESTMENTS LLC	MINIA RODEL & REZA
➤	3/8/2006	\$460,000	MINIA RODEL & REZA	HOPEWELL PROPERTIES LLC
➤	8/14/2003	\$0	HOPEWELL PROPERTIES LLC	HOLLINGSWORTH ANN
➤	5/2/2002	\$440,000	HOLLINGSWORTH ANN	JONES PROPERTIES LLC
➤	8/4/1998	\$0	JONES PROPERTIES LLC	HYNISON FRED R & NANCY B
➤	1/1/1982	\$0	HYNISON FRED R & NANC	MARGARITIS MARGARITIS &

### Valuation

Columns

	2022	2021
➤ Fair Cash Value	\$400,000	\$325,000
➤ Agricultural Value Land	\$0	\$0
➤ Agricultural Value Total	\$0	\$0
➤ Exempt	\$0	\$0

**NEW BEGINNINGS, BLUEGRASS, INC.  
BUDGET 2021-2022**

	SUPPORTIVE HOUSING	CHRISTMAN	SETTERS	HOUSING FIRST COC (HUD)	TBRA (LFUCG)	EXTENDED SOCIAL RESOURCE (LFUCG)	RAPID REHOUSING (LFUCG)	CDBG (LFUCG)	TOTAL BUDGET	FY 2021 BUDGET
<b>INCOME</b>										
DBH	\$ 559,543	\$ 211,867	\$ 50,919			\$ 9,870	\$ 1,420	\$ 3,881	\$ 837,500	\$ 737,500
HUD				\$ 229,262					229,262	222,304
BGMHMR/OLMSTEAD			165,000						165,000	165,000
RENTAL INCOME	106,560	11,880	11,376	13,200					143,016	142,752
LHA BLOCK GRANT	96,336	10,476	10,944						117,756	114,996
TBRA					\$ 8,630				8,630	15,800
ESR						34,816			34,816	-
RAPID REHOUSING							246,443		246,443	-
CDBG GRANT								\$ 40,000	40,000	40,000
GROCERY FEE		9,000	9,000						18,000	16,200
OTHER INCOME	46,640			27,260					73,900	51,260
<b>TOTAL INCOME</b>	<b>\$ 809,079</b>	<b>\$ 243,223</b>	<b>\$ 247,239</b>	<b>\$ 269,722</b>	<b>\$ 8,630</b>	<b>\$ 44,686</b>	<b>\$ 247,863</b>	<b>\$ 43,881</b>	<b>\$ 1,914,323</b>	<b>\$ 1,505,812</b>
<b>EXPENSE</b>										
PERSONNEL	\$ 383,523	\$ 153,084	\$ 161,452	\$ 97,219		\$ 37,447	\$ 32,950	\$ 32,950	\$ 898,625	\$ 795,593
FRINGE BENEFITS	75,729	29,332	26,039	22,786		5,069	3,343	8,760	171,058	152,382
TRAVEL EXPENSE	5,000	150	150	3,000		750	750	750	10,550	12,925
TRAINING	2,000	500	500	500					3,500	5,000
CLIENT SUBSIDIES/ACTIVITIES	6,000	2,000	1,200	9,500					18,700	17,453
OFFICE & PROJECT SUPPLIES	7,000	1,000	1,500	885		300	300	300	11,285	10,640
LEASING	11,628	-	-	93,072	\$ 8,630		203,400		316,730	144,122
UTILITIES	87,174	9,044	9,236	11,500		720	6,000	720	124,394	85,876
OFFICE/PROGRAM EQUIPMENT	15,000	1,000	2,000	2,000		200	200	200	20,600	12,000
MAINTENANCE/REPAIR	28,000	5,000	8,000	2,000					43,000	25,065
PROPERTY/LIABILITY/VEHICLE INSURANC	52,200	4,213	4,261						60,675	42,446
PROGRAM ADMINISTRATION	30,000	200	200			200	200	200	31,000	27,175
DEPRECIATION EXPENSE	84,252	8,700	8,700						101,652	93,672
MISC OTHER EXPENSE	21,574	20,000	15,000	27,260			720		84,554	65,260
STAFFED RESIDENCE FOOD	-	9,000	9,000						18,000	16,200
<b>TOTAL EXPENSE</b>	<b>\$ 809,079</b>	<b>\$ 243,223</b>	<b>\$ 247,239</b>	<b>\$ 269,722</b>	<b>\$ 8,630</b>	<b>\$ 44,686</b>	<b>\$ 247,863</b>	<b>\$ 43,881</b>	<b>\$ 1,914,323</b>	<b>\$ 1,505,812</b>
<b>EXCESS REVENUES OVER EXPENSES</b>	<b>\$ (0)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 0</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 0</b>	<b>\$ 0</b>



# Kentucky Secretary of State Michael G. Adams

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## NEW BEGINNINGS, BLUEGRASS, INC.

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### General Information

**Organization Number** 0438647  
**Name** NEW BEGINNINGS, BLUEGRASS, INC.  
**Profit or Non-Profit** N - Non-profit  
**Company Type** KCO - Kentucky Corporation  
**Status** A - Active  
**Standing** G - Good  
**State** KY  
**File Date** 9/15/1997  
**Organization Date** 9/15/1997  
**Last Annual Report** 5/18/2022  
**Principal Office** 1353 WEST MAIN STREET, SUITE 100

LEXINGTON, KY 40508

**Registered Agent** ARTHUR CROSBY

1353 WEST MAIN STREET, SUITE 100

LEXINGTON, KY 40508

### Current Officers

**President** ARTHUR CROSBY  
**Vice President** RICK CHRISTMAN  
**Treasurer** NATHAN MILLAY  
**Director** David Riggsby  
**Director** Phill Gunning  
**Director** Mary Miller  
**Director** James Wilson  
**Director** Kelley Ford  
**Director** Janelle McNeal  
**Director** Steve Shannon  
**Director** Crystal Coulter  
**Director** Sarah Brumfield

### Individuals / Entities listed at time of formation

**Director** BEN BLYTON  
**Director** MARGARET CHES  
**Director** RICK CHRISTMAN  
**Director** TOM FIELDER  
**Director** ELLA HUNTER  
**Director** DONNA LEVA  
**Incorporator** BEN BLYTON  
**Incorporator** MARGARET CHES  
**Incorporator** RICK CHRISTMAN  
**Incorporator** TOM FIELDER  
**Incorporator** ELLA HUNTER  
**Incorporator** DONNA LEVA

**Images available online**

Documents filed with the Office of the Secretary of State on September 15, 2004 or thereafter are available as scanned images or PDF documents. Documents filed prior to September 15, 2004 will become available as the images are created.

Registered Agent	5/18/2022	3:18:54	1 page	PDF
name/address change	PM			
Principal Office Address	5/18/2022	3:18:53	1 page	PDF
Change	PM			
Annual Report	5/18/2022		1 page	PDF
Annual Report	4/29/2021		1 page	PDF
Annual Report	6/17/2020		1 page	PDF
Annual Report	3/19/2019		1 page	PDF
Annual Report	2/28/2018		1 page	PDF
Principal Office Address	2/23/2017	3:52:35	1 page	PDF
Change	PM			
Registered Agent	2/23/2017	3:50:35	1 page	PDF
name/address change	PM			
Annual Report	2/23/2017		1 page	PDF
Annual Report	3/3/2016		1 page	PDF
Annual Report	2/10/2015		1 page	PDF
Annual Report	6/5/2014		1 page	PDF
Annual Report	3/15/2013		1 page	PDF
Amendment				
Annual Report	1/9/2013		1 page	PDF
Annual Report	2/10/2012		1 page	PDF
Registered Agent	7/6/2011	2:13:01	1 page	PDF
name/address change	PM			
Principal Office Address	7/6/2011	2:07:25	1 page	PDF
Change	PM			
Annual Report	6/8/2011		1 page	PDF
Annual Report	3/11/2010		1 page	PDF
Registered Agent	3/25/2009	9:51:30	1 page	PDF
name/address change	AM			
Annual Report	3/25/2009		1 page	PDF
Annual Report	3/4/2008		1 page	PDF
Annual Report	5/24/2007		1 page	PDF
Annual Report	5/12/2006		1 page	PDF
Statement of Change	8/2/2005		1 page	PDF
Annual Report	7/12/2005		1 page	PDF
Annual Report	7/17/2003		1 page	PDF
Annual Report	5/23/2002		1 page	PDF
Annual Report	9/18/2001		1 page	PDF
Statement of Change	7/18/2001		1 page	PDF
Annual Report	5/4/2000		1 page	PDF
Statement of Change	4/7/2000		1 page	PDF
Annual Report	7/19/1999		1 page	PDF
Annual Report	4/30/1998		1 page	PDF
Articles of Incorporation	9/15/1997		6 pages	PDF

**Assumed Names**

**Activity History**

Filing	File Date	Effective Date	Org. Referenced
Annual report	5/18/2022	5/18/2022	
Annual report	3:36:48 PM	3:36:48 PM	
Registered agent address change	5/18/2022	5/18/2022	
	3:18:54 PM		
Principal office change	5/18/2022	5/18/2022	
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Annual report	4/29/2021	4/29/2021	
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Annual report	6/17/2020	6/17/2020	
	11:06:32	11:06:32	
Annual report	3/19/2019	3/19/2019	
	2:21:51 PM	2:21:51 PM	
Annual report	2/28/2018	2/28/2018	
	12:15:35	12:15:35	
Annual report	2/23/2017	2/23/2017	
	3:52:35 PM	3:52:35 PM	
Principal office change	2/23/2017	2/23/2017	
	3:52:35 PM	3:52:35 PM	
Registered agent address change	2/23/2017	2/23/2017	
	3:50:35 PM	3:50:35 PM	

Annual report 3/3/2016 3/3/2016 12:50:42 12:50:42 PM  
 Annual report 2/10/2015 2/10/2015 9:45:01 AM 9:45:01 AM  
 Annual report 6/5/2014 6/5/2014 11:59:05 11:59:05 AM  
 Amendment to annual report 3/15/2013 3/15/2013 10:03:16 10:03:16 AM  
 Annual report 1/9/2013 1/9/2013 9:57:37 AM 9:57:37 AM  
 Annual report 2/10/2012 2/10/2012 9:41:31 AM 9:41:31 AM  
 Registered agent address change 7/6/2011 7/6/2011 2:13:01 PM 2:13:01 PM  
 Principal office change 7/6/2011 7/6/2011 2:07:25 PM 2:07:25 PM  
 6/8/2011 6/8/2011 12:47:00 12:47:00 PM  
 Annual report 3/11/2010 3/11/2010 3:26:51 PM 3:26:51 PM  
 Annual report 3/25/2009 3/25/2009 10:24:59 10:24:59 AM  
 Registered agent address change 3/25/2009 3/25/2009 9:51:30 AM 9:51:30 AM  
 Annual report 3/4/2008 3/4/2008 9:38:33 AM 9:38:33 AM  
 Annual report 5/24/2007 5/24/2007 2:11:18 PM 2:11:18 PM  
 Annual report 5/12/2006 5/12/2006 1:11:31 PM 1:11:31 PM  
 Registered agent address change 8/2/2005 8/2/2005 10:51:05 10:51:05 AM  
 Registered agent address change 7/18/2001 7/18/2001 9:05:48 AM 9:05:48 AM  
 Principal office change 7/18/2001 7/18/2001 8:59:27 AM 8:59:27 AM  
 Annual report 7/18/2001 7/18/2001 8:58:45 AM 8:58:45 AM  
 Principal office change 6/4/2001 6/4/2001 2:11:19 PM 2:11:19 PM  
 Annual report 4/7/2000 4/7/2000 3:22:31 PM 3:22:31 PM  
 Registered agent address change 4/7/2000 4/7/2000 3:21:45 PM 3:21:45 PM  
 Principal office change 6/17/1999 6/17/1999  
 Add 9/15/1997 9/15/1997

### Microfilmed Images

Microfilm images are not available online. They can be ordered by faxing a Request For Corporate Documents to the Corporate Records Branch at 502-564-5687.

Annual Report	5/26/2004	1 page
Annual Report	7/17/2003	1 page
Annual Report	5/23/2002	1 page
Annual Report	9/18/2001	1 page
Statement of Change	7/18/2001	1 page
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