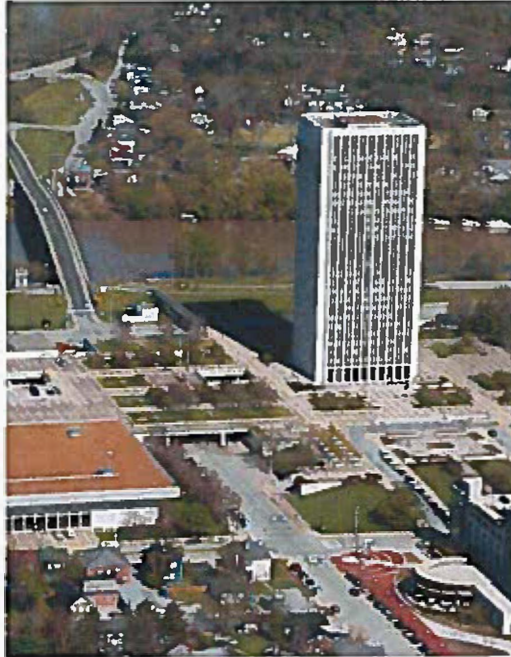


REQUEST FOR PROPOSALS

Issued By
**COMMONWEALTH OF KENTUCKY
FINANCE AND ADMINISTRATION CABINET
CAPITAL PLAZA TOWER AREA**



CONVEYANCE OF COMMONWEALTH LAND TO PRIVATE ENTITY IN ORDER TO FINANCE, DESIGN, DEVELOP, CONSTRUCT, MAINTAIN, OPERATE, AND LEASEBACK FOR APPROXIMATELY THIRTY (30) YEARS TO THE COMMONWEALTH AN OFFICE BUILDING (minimum occupancy 1,500) AND RELATED INFRASTRUCTURE ("CONSTRUCTION PROJECT"). A SEPARATE PARCEL OF LAND SHALL ALSO BE CONVEYED OR GROUNDLEASED TO THE OFFEROR IN ORDER TO DEMOLISH AND ENVIRONMENTALLY REMOVE THE EXISTING PLAZA IMPROVEMENTS LISTED WITHIN THIS RFP, WITH LEASEBACK TO THE COMMONWEALTH, ALL OF WHICH ARE BOUNDED BY CLINTON, MERO, ST. CLAIRE STREETS, FRANKFORT, KENTUCKY AND THE HOTEL (CLINTON-MERO STREET) PARKING GARAGE ("DEMOLITION PROJECT"). THESE DEEDS WILL CONTAIN A CLAUSE THAT THE PROPERTY REVERTS TO THE COMMONWEALTH AT THE END OF THE LEASES.

Project Name: PLAZA CONSTRUCTION AND DEMOLITION PROJECTS
Construction of a New Office Building with Supporting Infrastructure, and Demolition of Capital Plaza Structures, in accordance with general specifications contained herein

Proposal Number: RFP#080417

Closing Date & Time: Friday, August 25, 2017 @1:00 p.m. EDST

IMPORTANT

Submit Proposals To: Department for Facilities and Support Services
Attn.: Nancy Brownlee
Third Floor – Bush Building
403 Wapping Street
Frankfort, Kentucky 40601

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DEFINITIONS:

“Contract/Letter of Intent” shall mean Agreement between Commonwealth of KY and successful Offeror for the construction phase of this project.

“Leaseback” shall mean the Lease Agreement between the Commonwealth of KY, as Lessee, and the successful Offeror as Lessee, for the lease of the constructed project.

“Deed of Conveyance” shall mean the instrument by which the Commonwealth of KY shall convey title to Parcel A and potentially Parcel B.

I. GENERAL RFP INFORMATION

A. Pre-Proposal Conference and Submission of Written Questions

Two pre-proposal meetings will occur on June 14, 2017. One at the site from 9:00-11:00 and the second at the site from 1:00-3:00. Participants will be divided into two groups, alphabetically by firm names. Each pre-proposal meeting will consist of a walk-through of both project areas – Parcels A and B. Representatives from the Finance and Administration Cabinet/Department of Facilities and Support services will lead the walk-throughs.

There will be no questions posed or answered during the site visits, with the exception of descriptive questions as to locations of equipment. The pre-proposal meeting is a chance for those participating in the projects to familiarize themselves with the area.

Offerors are encouraged to submit written questions to Nancy Brownlee, Department for Facilities and Support Services, Third Floor Bush Building, 403 Wapping Street, Frankfort, Kentucky, 40601 or to Nancy.Brownlee@ky.gov prior to July 5, 2017. The Commonwealth's official responses to all questions posed shall be stated in writing through an Amendment to the RFP that will be distributed to all participating Offerors.

B. RFP Addenda

This RFP may be supplemented or amended at any time by appropriate addenda, which shall be electronically mailed to all known RFP holders and will be posted to the Finance and Administration Cabinet website. Addenda may also be necessary after the receipt date of the RFP and shall be sent to all Offerors who have submitted a proposal. It shall be the Offerors' responsibility to verify all addenda prior to submittal of response by viewing at <http://finance.ky.gov/services/statebuilding/Pages/PropertiesforSaleorLease.aspx>

C. Offeror Responsibility for Proposal Submittal

All proposals submitted shall be deemed to have been made with the full knowledge of all of the terms, conditions, provisions, specifications and requirements contained in this RFP and any addenda and enclosures thereto.

Each Offeror has the responsibility of delivering his/her proposal by the time and at the place prescribed in this RFP. Proposals received prior to the closing for receipt of proposals will remain unopened until the time scheduled for opening proposals. Any proposal received after the date and time specified in this RFP shall be rejected and returned unopened to the Offeror. The Commonwealth shall not have any liability to an Offeror due to the failure of such proposal to be properly addressed or marked, or the premature opening of such a proposal due to the improper address. Neither the proposals nor their contents will be made available for public information or inspection until a determination of a successful Offeror has been made and award is final.

D. Built-to-Suit Process

This procurement shall be administered according to KRS 56.8161 (2) et. seq., including the use of a built-to-suit selection committee, as outlined in KRS 56.8169.

NOTE: A FIRM THAT DOES NOT SUBMIT A RESPONSE ON A "COMMONWEALTH OF KENTUCKY SOLICITATION FORM" (PHASE I FORM ATTACHED HERETO AS EXHIBIT A) OR DOES NOT INCLUDE IN ITS PROPOSAL ALL REQUIRED DOCUMENTATION/ITEMS SHALL BE BARRED FROM THE RFP PROCUREMENT PROCESS.

All COK employees and members of selection committee shall keep written proposals **confidential** until the lease is awarded. The Commonwealth shall designate a department employee to determine which firms have filed, in a timely fashion, both a response to the public notice and a written proposal on a COK-created form. The designated employee shall create a list of the firms, which have done so, and certify that list.

The selection committee shall be provided with all appropriate submittals pertaining to this solicitation. The selection committee shall meet in executive session to: a) evaluate the materials provided, and b) to select, but not rank, the three (3) most qualified firms, based upon the "pass/fail" evaluation factors set forth in the RFP. The Department shall notify each firm responding to the RFP of the three finalists and the rest of the procedure that will be followed in the award of the built-to-suit lease.

The selection committee shall individually interview the three finalists, preferably on the same day. Only representatives of the finalist and members of the selection committee shall attend each interview. Members of the selection committee shall keep as **confidential** the substance of each interview. The selection committee shall meet in executive session to rank the "value-added offers" of three finalists based on weighted evaluation factors in the RFP and forward the ranking to the Commissioner of the Department for Facilities and Support Services ("Commissioner").

The Commissioner shall make the final award of the built-to-suit contract to the top ranked finalist.

The Commissioner shall award the built-to-suit contract. After the firm has been selected, the Department shall notify the finalists, informing them which firm has been selected and the rest of the procedure that will be followed in awarding the contract.

Upon execution of the contract resulting from this solicitation, the Commonwealth shall convey to the individual or firm to whom such lease has been awarded, in fee simple with covenant of general warranty of title, the real estate upon which the building is to be constructed under the contract. The Commonwealth will convey the land at no cost to the Offeror. The deed of conveyance shall contain a reversionary clause in favor of the Commonwealth, should the successful Offeror be unable to complete the structure according to the contract. See attached

Exhibit B, draft deed of conveyance between Commonwealth of Kentucky, Grantor, and successful Offeror, Grantee.

The lease agreement between the Commonwealth, as Lessee, and the Offeror, as Lessor, is further explained beginning on Page 23 herein.

Offerors are cautioned that the Restriction on Communications applies to selection committee members, as well as to any other Commonwealth employee, except as listed in Section "E." below.

The penalties for violations of the provisions of KRS 56.800 to KRS 56.826 are outlined in KRS 56.990.

E. Restriction on Communication

Except for oral questions posed to Commonwealth representatives during the site visits, which questions shall be limited as stated in Section 1.a. above, the Commonwealth Buyer named below shall be the sole point of contact throughout the procurement process. All communications, oral and written (regular, express, or electronic mail or fax), concerning this procurement shall be addressed to:

Nancy Brownlee
403 Wapping Street – Third Floor, Bush Building
Frankfort, KY 40601
502-782-0358
Fax – 502-564-8108
E-mail – Nancy.Brownlee@ky.gov

From the issue date of this RFP until an Offeror is selected, and the resulting lease is executed, Offerors shall not communicate with any Commonwealth staff concerning this RFP except:

- The Commonwealth Buyer (Nancy Brownlee) cited in this RFP
- Commonwealth representatives, as referenced above, during a scheduled Offerors' Pre-Proposal Conference, which shall be attended by Commonwealth buyer; or
- Via written questions submitted to the Commonwealth Buyer (Nancy Brownlee)

The Commonwealth reserves the right to reject the proposal response of any Offeror who violates this provision.

All inquiries must be submitted no later than July 5, 2017 to allow sufficient time for written responses to be routed.

KRS 56.8181 prohibits any agreement or collusion among lease proposers or prospective lease proposers which restrains, tends to restrain, or is reasonably calculated to restrain competition

by agreement to propose a lease with certain terms or to refrain from proposing a lease with certain terms or otherwise.

F. No Prior Commitment or Obligation

The issuance of this RFP in no way constitutes an expressed or implied commitment by the Commonwealth to award a contract or to pay for the costs incurred in the preparation of a response to this RFP.

The Commonwealth unconditionally reserves the right to withdraw or cancel this RFP and to reject any and all offers at any time and for any reason without recourse. Receipt of proposal materials by the Commonwealth or submission of a proposal to the Commonwealth confers no rights upon the Offeror nor obligates the Commonwealth in any manner.

No contract(s) or lease(s) resulting from this RFP can be deemed valid or binding until properly approved and executed by the Secretary of the Finance and Administration Cabinet. Conveyance of land to the Offeror shall not be deemed approved until signed by the Governor.

The Commonwealth may waive minor irregularities or technicalities; however, such waiver shall in no way operate to modify the RFP requirements or provisions if the Offeror is awarded the contract.

G. Issuing Office

The Department for Facilities and Support Services, Finance and Administration Cabinet, on behalf of the Commonwealth of Kentucky, is issuing this RFP.

The only authority empowered to obligate the Commonwealth to the resulting contract(s) and lease(s) is the Secretary, Finance and Administration Cabinet.

H. Proposal Guaranty

1. Offerors' proposals must be accompanied by a certified or cashier's check, made payable to the "Kentucky State Treasurer", in the amount of Five Thousand Dollars (\$5,000.00). Upon award of a contract, the certified or cashier's check of the unsuccessful Offerors will be returned immediately. The certified or cashier's check of the successful Offeror will be returned upon receipt of the performance and payment bonds enumerated herein.
2. In the event an Offeror's proposal is accepted and the Offeror fails to execute the contract documents, including the deed and the lease, within ten (10) calendar days after its receipt by the successful Offeror, the Commonwealth may, at its option, determine that the Offeror has abandoned the project and the amount of the proposal guaranty shall be forfeited to the Commonwealth as

liquidated damages, and not as a penalty.

II. INTENT

The Commonwealth of Kentucky, Finance and Administration Cabinet, desires to pursue contracts with a private Offeror for a project in downtown Frankfort, comprising of two components/leaseback agreements:

- to finance, design, develop, construct, lease, and thereafter maintain and operate an office building in Frankfort, Kentucky (the Construction Project—Parcel A), the size and character of which is indicated within this RFP, including all supporting infrastructure;
- to finance, design, and demolish/renovate a significant portion of the Plaza area to include the existing COK-owned Capital Plaza Tower, the Fountain Plaza Shops area, the Plaza area between Mero and Clinton Streets, the Mero and Clinton Overpasses, the Wilkinson Boulevard Offices, and the Frankfort Civic Center (the Demolition Project—Parcel B, with the exception of the Tower which is located on Parcel A).

Based on detailed requirements, terms and conditions set forth in this Request for Proposals (“RFP”), the Commonwealth solicits proposals from prospective Offerors who can demonstrate the necessary capability to finance, design, develop, construct, and thereafter lease to the Commonwealth and maintain the Projects, and in accordance with KRS 56.8161 (2), which definition is as follows:

“Design-build-finance-operate” means a built-to-suit project delivery method, in which the chief purchasing officer enters into a single procurement and contract award for design, construction, financing, and operation of a capital project over a contractually defined period; and in which the ownership and title of the capital project shall be conveyed at any time to the Commonwealth of Kentucky.

The Capital Plaza Complex described in this RFP is part of the property acquired by the Commonwealth from the Urban Renewal and Community Development Agency of Frankfort, Kentucky, by Deed of Conveyance and Deed of Correction dated November 17, 1970, recorded in DB 231, PG 361, et seq., in the office of the Franklin County Clerk (see attached Exhibit C). This Deed contains restrictions on the land, identified as A – E, of which Restrictions A, B, C, and D shall remain in effect for thirty years from and after June 17, 1958. Restriction E is a permanent restriction.

III. COMPONENT #1 CONSTRUCTION PROJECT (PARCEL A):

The Commonwealth has evaluated its assets and its budgetary situation to determine whether the Commonwealth may reduce its overall dependency on privately leased space, as well as evaluating those state agencies in need of consolidation. A determination has been made to consolidate certain government agencies within state government into a new building, herein identified as the “Construction Project.”

The Construction Project is comprised of an office building of a size to accommodate a minimum of 1,500 employees and associated parking. The Construction Project must be constructed on the approximate 8-acre parcel of state owned property, bounded by Mero and Wilkinson Streets, and Fort Hill, Frankfort, KY, and located adjacent to the Transportation Cabinet Building. (See attached Exhibit D).

As indicated in Exhibit E, the minimum acceptable building size is 385,500 gross square feet. The building shall house a minimum 1,500 employees and associated support spaces, as defined in the Minimum Building Standards (Exhibit E). All proposals must include infrastructure conforming to the requirements of this RFP to accommodate employees at a MAXIMUM rate of 257 GSF per employee.

The annual rent payable to the Offeror by the Commonwealth shall include maintenance, but exclude utilities and janitorial services. The annual rent will not be subject to indexation or escalation for the life of the term of the lease.

The Offeror shall also be responsible for all pest control, built-in equipment, and building systems equipment for the full term of the lease.

The Offeror will be responsible for all operations, daily and preventative maintenance of all building systems, carrying and maintaining insurance on the building and site, snow removal, lawn care, etc. for the full term of the lease. The Offeror shall not charge the Commonwealth an additional fee for the maintenance/management of the office building. If payment is to be made to a management company or management personnel, that payment shall be made by the successful Offeror.

The Commonwealth will convey, at no cost, to the Successful Offeror the necessary property (described herein as Parcel A) for construction of the Construction Project. The successful Offeror shall take title to the real property, complete construction of the Construction Project, at Offeror's sole expense, and leaseback the improved property to the Commonwealth. At the end of the negotiated lease term, or sooner as indicated by other terms of the Lease for Parcel A, ownership of the Construction Project will revert to the Commonwealth.

The Construction Project shall consist of the following features:

The dimension of the Commonwealth's land designated for this project will be surveyed, by and at the expense of the Commonwealth. Existing utilities will be indicated on the plan. The survey and legal descriptions shall be utilized in the conveyance to the successful Offeror and leaseback agreements to Commonwealth after construction of the building (KRS 56.820) and demolition. Should Offeror require permanent ingress/egress easement, Offeror shall be responsible for providing survey/metes and bounds for easement. The survey and legal descriptions shall be utilized as a legal description for the lease agreement between the Commonwealth, as Offeror, and the

successful Offeror, as Lessor.

The structure will be a stand-alone building and shall comply with all requirements of the Kentucky Building code, Kentucky Electrical Code, Kentucky Mechanical Code, Kentucky Plumbing Code, and all other applicable state and national codes. See Exhibit E for more information.

The building and site shall meet or exceed the Minimum Building Standards attached to this RFP as Exhibit E. Any proposal that does not demonstrate compliance with these Minimum Standards shall be deemed non-responsive in all respects.

The structure will be a “turn-key” building upon completion and must receive a certificate of occupancy from the state Department of Housing, Buildings, and Construction prior to occupancy.

The facility and parking lot shall be ADA compliant in all respects as for new construction. The parking lot and shall take into consideration the design criteria indicated in the geotechnical report (see <http://finance.ky.gov/services/statebuilding/Pages/PropertiesforSaleorLease.aspx> for Exhibit F). The construction of either concrete parking pavement or bituminous parking pavement is at the option of the Offeror.

A. Site, Architectural Design Goals, and Performance Specifications for Office Building

1. General Project Information:

The Commonwealth of Kentucky owns the offered property. The Commonwealth is making available a site consisting of approximately 8 acres for use by the Offeror at no cost to the Offeror, for construction of the building. At the end of construction, those portions of the site not utilized for the building, parking, storm water retainage, cut/fill operations, utilities, or other site improvements may, at the option of the Commonwealth, be transferred back at no cost to the Commonwealth by the Offeror.

The building to be constructed, by and at the sole expense of the successful Offeror, shall be a freestanding office building meeting or exceeding the size and character indicated in Exhibit E “Minimum Building Standards” and that it is designed such that subdividing and/or adding space can be easily accomplished in the future.

All mechanical, plumbing, electrical_and physical security measures will be incorporated into the design. Note: Infrastructure must accommodate employees at a rate of 257 GSF/per person.

2. Design/Construction Considerations:

- a. Exhibit E defines the Minimum Building Standards that must be incorporated (or exceeded) in its entirety in the design and construction of the Office Building, parking garage, surface parking and other improvements as indicated. No deviation of these requirements shall be granted, without the expressed written consent of the Department of Facilities and Support Services.
- b. All permanent communications, building emergency systems monitoring and security are to be installed by and at the expense of the Offeror.
- c. For the purpose of Offeror's proposal, Offeror is to provide a drawing showing the suites, offices, conference rooms and all cubical spaces to indicate that their footprint is efficient enough to allow for the number of spaces indicated in the proposal. All are to be provided as indicated. Infrastructure must support a MAXIMUM rate of 257 GSF/per person. (See Exhibit E)

3. Site Considerations:

- a. A site of developed land, as indicated in the attached survey plat, owned by the Commonwealth, will be used for construction of the proposed facility (Construction Project) and the Demolition Project. The Offeror shall be responsible for incorporation of access drives to the internal road network.
- b. The available site is a 'clean' site, with no environmental hazards or issues known to exist, other than asbestos.
- c. Construction will be performed by and at the sole expense of the successful Offeror. This work includes:
 1. Notice of Intent (NOI) for storm water management/erosion control/best management practices. NOTE on Erosion Control Measures: the successful Offeror will be responsible for providing and maintain erosion control measures resulting from building project construction activities. All existing erosion control measures found on the site before building construction begins will be maintained and if disturbed will be repaired or modified as needed.
 2. Grading – excavation for cuts, placement of fill and compaction to bring site up to the required finished elevation.
 3. General site drainage swales, ditches, culverts and a detention basin will be constructed to manage water runoff from the site.
 4. General topographic information showing building finished floor elevations.
 5. Successful Offeror will apply seed and straw on all disturbed areas of the site to prevent erosion.
 6. Construction entrance – planned to also be the permanent site access drive.
 7. Special notes to the Offeror:

- a. The Offeror, with prior approval, may dispose of all excess excavated materials (for footings, ditches, etc.) on property within the boundaries of the proposal site, as identified by the Commonwealth, in a manner that provides proper drainage and control of erosion or may dispose of the excess materials off-site at Offeror's expense.
- b. The Offeror shall dispose of all demolition materials in accordance with all applicable statutes, laws, and regulations.

d. Preliminary geotechnical exploration – see <http://finance.ky.gov/services/statebuilding/Pages/PropertiesforSaleorLease.aspx> for Exhibit F. The Offeror will be responsible for the procurement of any additional subsurface investigation that it deems necessary for the construction of the building. The site is being offered in this proposal as unclassified and the Commonwealth is not responsible for any unknown geotechnical subsurface conditions that may be encountered during construction.

- 1. The preliminary geotechnical exploration report should be reviewed in its entirety to obtain complete information required for design of foundation support for the building and infrastructure. Any additional engineering consulting services deemed necessary by the Offeror to construct the building foundations shall be included in the Offeror's proposal, by, and at the expense of the Offeror.

e. All staging areas required for the Construction Project and Demolition Project shall be on the project sites; alternate arrangements may be made by prior written request by Offeror and approval by Commonwealth.

f. The construction site shall be policed daily and ALL debris shall be removed and containerized. All building materials, tools, portable equipment and other related items shall be secured daily to prevent any opportunity for those objects becoming airborne. Open dumpsters shall not be allowed.

g. Keep roadways leading to and from the site free and clear of mud and debris.

h. The Offeror shall work with the Department for Facilities and Support Services, the Kentucky Transportation Cabinet, and the City of Frankfort Engineer to obtain and designate adequate access to accommodate construction traffic to and from the building/demolition project sites. The cost of such access, if any, shall be borne by the Offeror.

i. The successful Offeror will provide fence, if required.

j. A preliminary traffic study and determination was completed by the Kentucky Department of Transportation and is described in Exhibit L.

k. Construction-employee parking will be restricted to the Project sites or as designated, in writing, by Commonwealth.

l. The Parking Garage and surface parking shall be constructed in accordance with the requirements of the Frankfort/Franklin County Planning and Zoning Ordinance and shall take into consideration the design criteria indicated in the geotechnical report. The construction of either concrete parking pavement or bituminous parking pavement is at the option of the Offeror. Frankfort Planning and Zoning ordinances for properties zoned "PO" contain landscape requirements, i.e. 10% of the parking lot has to be internally landscaped, landscape buffers between adjacent properties with different uses, etc.

m. The structure shall allow a snack/vending/sundry shop areas, to be operated by the Department of the Blind, (sundry shop - minimum of 700 sf) on the first floor of the building and vending areas on each floor of the building. See attached Exhibit E. The Department for the Blind shall provide all equipment and furnishings. Actual fit-up configuration to be determined after award during space planning period.

n. The structure shall provide a nurses' station/health clinic area, to be operated by the Personnel Cabinet (minimum of 280 sf) on the first floor of the building. See attached Exhibit E.

o. The structure shall provide for a lactation room(s) (minimum of 280 sf each, if more than one required). See attached Exhibit E.

p. The structure shall provide for an ATM machine area, consisting of approximately 40 sf; see attached Exhibit E. The Commonwealth of Kentucky shall procure a private vendor for operation of the ATM.

4. Utilities:

a. The Offeror is responsible for its own utilities, throughout construction, without reimbursement by the Commonwealth. The Offeror shall secure temporary power from the Frankfort Plant Board on a temporary electrical service. This service shall be metered in the manner prescribed by the Utility. Existing utility infrastructure components (water, electric, sanitary sewer, natural gas, telephone, and internet) shall be extended to the project site by and at the expense of the Offeror. The Commonwealth has had preliminary discussions with the City of Frankfort and the Frankfort Plant Board to alert them to the fact that utility services, under the control of those entities, will be necessary for this construction project at the Capital Plaza area. However, specific utility requirements, easements, tap-ons, etc. shall be coordinated and the cost of such borne by the Offeror.

- b. Portable sanitary facilities shall be by and at the expense of the Offeror. The Offeror shall maintain these portable sanitary facilities in proper conditions at all times.
- c. Temporary heat, as necessary, to maintain required temperatures for installation of finish materials and protection of construction that is affected by low temperatures or temperature swings shall be by and at the sole expense of the Offeror.
- d. Adequate water service is available to the site. Domestic and fire suppression water services will be available for the project upon request and coordination of the Offeror to the Frankfort Plant Board.
- e. Sanitary sewer service is available to the property. No sanitary sewer concerns have been identified for this portion of the system. Additional demands on the facility will require an assessment by and at the sole expense of the successful Offeror to determine available capacity in the system. Based on the magnitude of the additional demand, the City of Frankfort Sewer Department will determine the extent of the downstream analysis, at the successful Offeror's request and expense. Sanitary sewer service will be available for the project upon request and coordination of the Offeror to the Frankfort Plant Board.
- f. Storm sewer service is available – all storm water will be designed and constructed as part of the site and topography and be acceptable to the appropriate and proper authorities, including federal, state, and local governments.
- g. Gas service is available to the property. Natural gas services will be available for the project upon request and coordination of the Offeror to Columbia Gas of Kentucky.
- h. The property is served by both overhead and underground 3-phase electric facilities. The existing service is equipped with a heavy line and large conductor with available capacity for further development to the site. Permanent electrical power will be available for the project upon request and coordination of the Offeror to the Frankfort Plant Board. Primary power to the site and the connection point is to be obtained by the Offeror from the Frankfort Plant Board. The services will be underground, in keeping with other development in the area.
- i. Current telephone service is provided to the site by copper service lines with a capacity of 400 lines, as well as fiber optic lines. Communications conduit will be available for the project upon request and coordination of the Offeror to the Frankfort Plant Board.

j. Emergency generator. See Exhibit E.

5. Coordination:

Coordinate all design and construction procedures/activities in advance with the Commonwealth Points of Contact (POC).

6. Building Code Requirements and Compliance:

a. As indicated previously, all constructed elements of the project shall comply with the current edition of 'The Kentucky Building Code' (KBC) and all supplements including all other referenced applicable code requirements, and the General Requirements of this RFP, the Frankfort/Franklin County Planning Commission requirements (for site design only), comply with latest ASHRAE 90.1 2010 Energy standards. The project shall also be constructed in accordance with contract documents prepared by architects and engineers registered to do business in the Commonwealth of Kentucky.

b. Completion of the project shall be based on acceptance by owner as substantially completed. A Certificate of Occupancy" shall be issued by:

Kentucky Department of Housing, Buildings, and Construction
Division of Building Codes Enforcement
101 Sea Hero Road, Suite 100
Frankfort, KY 40601
Phone: (502) 573-0373

- c. Complete compliance with the Americans with Disabilities Act compliance is required.
- d. Installation of a 100% coverage sprinkler system in accordance with the current NFPA guidelines.
- e. All other applicable regulatory requirements issued by the authorities having jurisdiction.
- f. The design and construction of the project will be coordinated with Commonwealth and in accordance with the Restriction on Communications section within this RFP.

A series of minimum building standards for the proposed office building, and infrastructure related to this RFP, are provided in Exhibit E. These are minimum standards that must be met as part of the Offeror's response to this RFP.

B. Programmatic Scope of Work:

The Commonwealth completed a preliminary traffic study (see Exhibit L), indicating that the increase in traffic flow due to the housing of approximately 1,500 employees and anticipated citizenry that will complete business with these employees should not significantly, adversely affect the traffic flows in that area. The Successful Offeror shall provide, as part of the City of Frankfort's Planning and Zoning Development Plan review and approval (and by the provisions of this RFP), at its sole expense, an independent traffic study to demonstrate that the new development will comply with the requirements of the City of Frankfort's P&Z Ordinances related to impact on traffic flows in the area of the development project. Should the Offeror's traffic study demonstrate the need for a third traffic access point from the Project sites to main thoroughfares in the area, then the Offeror must construct said avenue, at the Offeror's sole expense, to alleviate potential congestion at the Project site.

IV. DEMOLITION PROJECT (PARCEL B):

The Demolition Project area is comprised of approximately 17 acres (approximately 8 acres of which are a portion of Parcel A described above) and bounded by Clinton Street (to the South), Wilkinson Boulevard (to the West, excepting the privately leased Hotel), Fort Hill (to the North), and St. Clair Street (to the East). The Demolition Project shall include structures/infrastructure to be demolished as specified herein, specific structures/infrastructure to remain, and certain minor improvements constructed, all at the Offeror's sole expense. For a detailed description of this Demolition Project, each structure/infrastructure to be demolished, structures/infrastructures to remain and minor improvements to be constructed, please see attached Exhibit D.

The Commonwealth shall vacate the Demolition Project area prior to December 13, 2017, with the exception of a portion of the area. The area to remain occupied may result in an assignment to the successful Offeror of a lease agreement, if the underlying land is conveyed to the successful Offeror, or a sublease, if Parcel B is leased to the successful Offeror. Should this area remain occupied beyond December 13, 2017, the Commonwealth of Kentucky and/or the remaining tenant shall be responsible for any and all costs associated with temporary utility connections. Because of a possibility of a remaining tenancy, the Demolition Project must adhere to the schedule outlined in Exhibit E.

A. Demolish the approximate 365,700 +/- gross square foot, 28-story office tower (Capital Plaza Tower or CPT). (See below - list of equipment that will be salvaged by the Commonwealth of Kentucky prior to demolition).

1. *¹Mero Street Ground Floor Entry and Mechanical areas (all areas are approximate)* *23,200 gsf*
2. *Mezzanine* *11,300 gsf*

¹ Appraisal Report of Capital Plaza Tower Complex, February 9, 2016, Bamgardner & Associates, P.S.C.

3.	Plaza Lobby Entry	10,400 gsf
4.	Office Floors 1 through 12	156,400 gsf
5.	Mechanical Floors 13.A and 13.B	18,400 gsf
6.	Computer Floor 14	13,000 gsf
7.	Office Floors 15 through 24	130,300 gsf
8.	Roof Level Penthouse	2,700 gsf
	With a combined gross building floor area of approx..	365,700 sf

Note: the Wilkinson Boulevard Offices, Fountain Place Shops, and Convention Center are all part of this Demolition Project. Though constructed on Commonwealth land, the Capital Plaza Hotel is privately owned, and the land is leased to the Hotel owners. The Hotel will continue in operation; therefore, this project shall include providing a new source of cooling water for the Hotel's mechanical system.

B. Demolish other CPT site improvements, as follows:

1. ²Paving – horseshoe, plaza parking area, 25+/- parking spaces
2. Walks and approaches – concrete plaza area, the roof of parking garage, concrete in fair condition
3. Landscaping – minimum trees and plantings, plant boxes
4. Special site improvements – stair and access points, retaining wall on north side
(located adjacent to Fort Hill)

C. Demolish the Capital Plaza Tower parking garage, located east and west of the CPT and consisting of 767 +/- parking spaces. See reservation of movie rights below.

The Secretary of the Finance and Administration Cabinet reserves the right to 'push the plunger' detonator, should the CPT be imploded by the successful Offeror. Should the CPT be demolished by other means, the Secretary reserves the right to be present at the beginning of the demolition and initiate the other means of demolition.

D. Demolish the approximate 11,500 +/- gross square feet of office spaces, fronting Wilkinson Boulevard.

E. Demolish and reconfigure an eastern connection to a pedestrian bridge traversing Wilkinson Boulevard from the south-west corner of the Construction Project site (the pedestrian bridge is the property of the Kentucky Transportation Cabinet and is to remain the property of the Kentucky Transportation Cabinet; however, the Offeror shall reconfigure, at its sole expense, the Plaza-side entrance to the pedestrian bridge to accommodate ADA). The Finance & Administration Cabinet shall execute an interagency document for this purpose, since the pedestrian bridge was constructed by Transportation, utilizing federal money and/or grant.

² Appraisal Report of Capital Plaza Tower Complex, February 9, 2016, Baumgardner & Associates, P.S.C.

- F. Demolish a portion of the elevated plaza area/structure that overpasses Mero Street on the southern edge of the project site. Mero Street is a public transportation route, which shall remain in operation following any future development of the project site.**
- G. Demolish a portion of the elevated plaza area/structure that overpasses Clinton Street on the northern edge. Clinton Street is a public transportation route, which shall remain in operation following any future development of the project site.**
- H. Following demolition of the Clinton Street overpass portions of the elevated plaza areas/structures, the northern edge of the elevated plaza area shall be modified by the Offeror, at its sole expense, to provide enclosure of the exposed edges of the elevated edges (resulting from demolition of the overpass), in accordance with KY Building Code, current edition, in order to provide public safety and protection.**
- I. Demolish the 'plaza' area/structure located atop the Fountain Plaza Shops, comprising of approximately 120,180 +/- gross square feet.**
- J. Demolish the Fountain Plaza Shops, consisting of approximately 54,000 +/- gross square feet**
- K. Demolish the Frankfort Convention Center, consisting of approximately 102,100 +/- gross square feet, with a seating capacity of 5,295. (see list of equipment to be salvaged by the Commonwealth of KY)**
- L. After demolition of the Fountain Place Shops/Plaza area atop the Shops, the Offeror must demolish the parking garage – see Exhibit E. The COK/Offeror shall coordinate with the Hotel for this portion of the demo project.**
- M. Demolish the existing infrastructure and piping serving the cooling towers for the plaza facility, which are located on a parcel of land across Wilkinson Boulevard. The land upon which the cooling towers are situated is property leased from the City of Frankfort. (see list of equipment to be salvaged by the Commonwealth of KY)**

- N. A public municipality supplies domestic water, sanitary sewers, storm sewers, cable TV, broadband internet, and electricity. Private utility companies provide natural gas and telephone services. Since the CPT, the Wilkinson offices, the Fountain Place Offices, and the Civic Center will be demolished, the Offeror shall not be responsible for reconnection of the CPT utility hub and engineered systems (located in the basement of the CPT) utilities and engineered systems to those structures being demolished. Utility services, mechanical equipment, electrical systems, plumbing systems, and other necessary systems that service structures and facilities to remain are to be maintained in operation until the Offeror has established the replacement services, equipment systems, etc. for the new facilities. The Offeror, in cooperation with the Commonwealth, shall coordinate any proposed or potential utility services outages for existing structures and facilities to remain so that the Commonwealth can notify the owners/tenants of those structures and facilities. Any reasonable advance notice shall be provided.**
- O. Vicinity state-owned facilities (the YMCA, the YMCA parking garage, as well as the Capital Plaza Hotel and the Hotel's 150 parking spaces in the Mero-Clinton Street Garage – which will be relocated to the YMCA parking garage -- must remain open to the public and are not a part of the Demolition Project or the Construction Project, except as noted herein. (See Exhibit E for additional information).**
- P. The Offeror, at its sole expense, shall return the Demolition Project site to a landscaped plaza/greenspace area. Once Demolition Project is completed, the successful Offeror shall leaseback at a nominal or no fee the Demolition Project (Parcel B) site to the COK at a nominal or no fee. It is the Commonwealth's desire that Parcel B, as improved, be returned to the Commonwealth as soon as practicable. It is the Commonwealth's desire that the Demolition Project site shall revert to the Commonwealth as soon practicable and at no cost to the Commonwealth. The Offeror should specify in its proposal when Parcel B will be re-conveyed to the Commonwealth.**

The COK will salvage the following items at the early stages of the Demolition Project. The Offeror shall be responsible for coordinating this salvage effort with the Department of Facilities Management and Support Services, Division of Mechanical Services:

- Emergency Generator and related above ground fuel tank.
- Security cameras (cameras only; not wiring) in the parking garages.
- New spare 2000-KVA Electrical Services Transformer.
- Hirsch Building Access controls. (Panels and door hardware)
- Door ADA door operators.
- Various Door lock hardware.
- Both cooling towers located on Wilkerson Blvd. (Should the Offeror desire to utilize these cooling towers for the new construction of this Project, please indicate that in Offeror's response, and the Commonwealth may not chose to salvage)

- All Automated Logic control panels and hardware.
- Fire Alarm panels and associated hardware.
- Civic Center – seats, sound system. A complete list of Commonwealth to-be-salvaged items from the Civic Center shall be provided through a future amendment to this RFP.

The Commonwealth reserves the right to revise the salvage list through an amendment to this RFP.

The Capital Plaza Tower contains Asbestos Containing Materials (ACM), according to a report by Lee Engineering, LLC, (See Exhibit F – <http://finance.ky.gov/services/statebuilding/Pages/PropertiesforSaleorLease.aspx>). While a study has not been completed for the remainder of the Capital Plaza Complex that is included in this Project, it is anticipated that similar results would be found for similar materials since the entire complex was constructed at one time by the same contractors. The Offeror is responsible for confirming the presence or absence of ACM materials or other environmentally unsafe materials.

This built-to-suit RFP will include an evaluation based on a minimum set of building standards (Exhibit E) and the Annual Lease Payments payable by the Commonwealth for The Construction and The Demolition Projects. It is the Commonwealth’s desire that the Demolition Project (Parcel B) site revert to the Commonwealth as soon as practicable. The lease term of the Demolition Project (Parcel B) shall be negotiated. At the end of the negotiated term, or earlier as provided for under the terms of resulting lease, the Commonwealth shall own the property and the improved property (Parcel B) shall revert to the Commonwealth. Annual rent and lease terms shall be determined by the Offeror and submitted as part of the Offeror’s proposal.

The Commonwealth reserves all movie rights with regard to the filming of the Capital Plaza Tower and Demolition Project.

V. BACKGROUND OF STATE-OWNED PROPERTY OFFERED FOR PROJECTS

³The property is part of the Capital Plaza Complex in downtown Frankfort, KY... These properties are located on the west side by Wilkinson Blvd., on the south by Mero Street, on the east by St. Clair Street, and on the north by what used to be Hill Street [Fort Hill].

The property is part of property owned by the Commonwealth of Kentucky and conveyed by deed recorded in Deed Book 231, page 361 of the Franklin County Clerk. The deed refers to several parcels... [A copy of the deed is attached hereto as Exhibit C]... The property is also part of property identified as PVA Map #061-00-00-103.00. This PVA Map number could include all or part of the property, and if divided, will likely be assigned a new PVA Map number.

³ Appraisal Report of Capital Plaza Tower Complex, February 9, 2016, Baumgardner & Associates, P.S.C.

The Capital Plaza Complex was built in 1966. The office tower, garages, and Wilkinson Boulevard offices are part of the complex. The entire complex is surrounded by Wilkinson Boulevard, Broadway Street, St. Claire, and Hill Streets, Mero and Clinton Streets. The complex is made of six components:

- *The Capital Plaza Office Tower*
- *The Frankfort Convention Center*
- *The Capital Plaza Complex Plazas*
- *The Capital Plaza Complex Parking Garages*
- *The Fountain Place Shops*
- *The Wilkinson Boulevard Offices*

VI. OVERALL PROJECT DEVELOPMENT – FINANCE, DEVELOP, CONSTRUCT, LEASE TO THE COMMONWEALTH, AND THEREAFTER MAINTAIN AND OPERATE AN OFFICE BUILDING WITH RELATED INFRASTRUCTURE, AS WELL AS DEMOLITION OF IMPROVEMENTS TO THE PLAZA AREA

A. Commonwealth Design Goals

Component/Goal #1: to demolish those facilities identified above (page 16 herein), and to improve the plaza area as green space (see Minimum Building Standards [Exhibit E] for the minimum requirements of the improvements to the Demolition Project site/Green space area (Parcel B)).

Component/Goal #2: It is the desire of the Commonwealth to select an Offeror to develop and construct an office building and appurtenant infrastructure of the size and character indicated in this RFP (see Exhibit E for Minimum Building Standards), on a designated parcel of state-owned land, identified on plan attached hereto and made a part hereof as Exhibit D, located at 500 Mero Street, Frankfort, Kentucky. This construction must include an open-level parking garage and surface parking lot, accommodating or exceeding the parking requirements outlined in the Minimum Building Standards (Exhibit E) [see additional parking requirements listed under “Demolition Project”].

Component/Goal #3: the required new utilities and services to the existing Hotel, Hotel Parking Garage, and YMCA parking garage, as indicated in the Minimum Building Standards (Exhibit E).

Component/Goal #4: various improvements indicated in the Minimum Building Standards (Exhibit E) including but not limited to traffic patterns, existing pedestrian bridge, exposed face of Clinton Street façade of the YMCA Parking Structure.

The Commonwealth shall provide:

- a. Property descriptions and plats for both the Construction Project and the Demolition Project for the conveyance to Offeror – to be provided by future amendment to this RFP.
- b. An asbestos study completed by the Commonwealth of the Capital Plaza Tower Building ONLY. See attached Exhibit F.
- c. Geotechnical report – see Exhibit F.

NOTE: The Commonwealth does not expect any changes/add-ons/change orders to structure(s) detailed in this solicitation. However, should any changes/add-ons/change orders unexpectedly be required by the tenant occupying the building(s), then those changes/add-ons/change orders will be completed according to KRS 56.813.

B. Exterior

The successful Offeror shall provide a detailed parking, landscaping, and layout and entrance plan for all exterior areas of the project. All such plans shall be ADA compliant and shall comply with all state and federal building codes. All site development (Construction Project and Demolition Project) shall comply with all applicable the requirements of the Frankfort/Franklin County Planning and Zoning Commission, as well as any other local, state, and federal laws and regulations.

C. Infrastructure Items

Infrastructure items are defined as parking, roads, electric service, wastewater, potable water, fire protection water supply, fiber and telephone line. Infrastructure must support a rate of 257 GSF/per person.

D. Waste Handling and Garbage Disposal

The Offeror, at its own expense, shall be responsible for providing for all construction trash and garbage disposal and removal from the entire project area. All waste handling, storage, and removal shall comply with state and national health and environmental requirements.

E. Proposed Lease/Construction Site and Subsurface Conditions

The Offeror is responsible for all other due diligence investigations, including sub-surface conditions, which are a part of this RFP, and all costs associated therewith, at the designated sites.

F. **Warranty of Suitability**

The Commonwealth makes no guaranty or warranty, either expressed or implied, with respect to the property upon which the Construction and Demolition Projects will be located.

The successful Offeror is expected to have examined the property and to have formed his/her own conclusions as to its suitability for the stated purposes.

G. **Early 'Buy-out' of Leases**

KRS 56.820 provides:

The lease shall provide that the Commonwealth of Kentucky may, at the expiration of the original or any extended term, purchase the leased premises at a stated price, which shall be the balance of the total cost of erection of the buildings and appurtenances not amortized by the payments of rent previously made by the Commonwealth of Kentucky. The lease shall provide that in the event of the exercise of the option to purchase the leased premises or in the event the lease has been extended for the full number of years which it is agreed the same may be extended and all rents and payments provided for in the lease have been made, the lessor (the Offeror) shall convey the premises to the Commonwealth of Kentucky, in fee simple with covenant of general warranty of title.

Attached, as Exhibit H, is a template of a lease between the Commonwealth of Kentucky, as Lessee, and the successful Offeror, as Lessor. Attached to that lease, there will be an annual schedule setting forth an amortization schedule and payments of rent for the term proposed by the successful Offeror.

VII. **LEASEBACK TERMS AND CONDITIONS**

A separate leaseback agreement for Parcel A will be awarded to successful Offeror as a result of this solicitation for the Construction Project, as identified herein; and Parcel B will either be transferred by Deed of Conveyance or leased to same successful Offeror as a result of this solicitation for the Demolition Project, as identified herein. The following terms and conditions shall be applied to/included in any lease agreement.

A. **General**

The contract between the Commonwealth of Kentucky and the Offeror shall consist of (1) the Request for Proposals (RFP and any addenda thereto), (2) the Offeror's proposal submitted in response to the RFP, (3) the lease(s) from the Offeror to the Commonwealth. In the event of a conflict in language between the documents referenced above, the provisions and requirements in the documents shall take precedence in the following order: (1) the Lease(s);

then (2) the RFP and any amendments thereto; then (3) the Submittal. All written addenda and supplements shall take precedence over the documents they modify.

In the event that an issue is addressed in one document that is not addressed in the other document, no conflict in language shall be deemed to occur. However, the Commonwealth reserves the right to clarify any lease relationship, in writing, with the concurrence of the Offeror, and such written clarification shall govern in case of conflict with the applicable requirements stated in the RFP or the Offeror's proposal.

No modification or change of any provision in the lease shall be made, or construed to have been made unless such modification is mutually agreed to, in writing, by the Offeror and the Commonwealth, and incorporated as a written amendment to the lease and processed through and approved by the Finance and Administration Cabinet prior to the effective date of such modification or change. Memoranda of Understanding and correspondence shall not be construed as amendments to the lease.

The lease(s) shall be construed and interpreted according to the laws of the Commonwealth of Kentucky. Any legal proceedings against the Commonwealth regarding this RFP or any resulting lease(s) shall be brought in Commonwealth of Kentucky administrative or judicial forums. Venue will be in Franklin County, Commonwealth of Kentucky.

B. Lease Agreement

The office leaseback agreement shall provide for an initial lease term, commencing the date the building(s) meets substantial completion by the Commonwealth, and ending June 30 of the second year of the then current fiscal biennium of the Commonwealth, with an option in the Commonwealth, as Offeror, to extend the term of the lease for a term of two years from the expiration of the original term of the lease and for two years from the expiration of each extended term of the lease, or until purchase of the building(s), by the Commonwealth until the original two year term of the lease has been extended for a total number of approximately 30 years. In the event the parties negotiate a lease or a leaseback agreement for Parcel B, the term will be for a much shorter duration to be negotiated by the parties. The Commonwealth cannot structure a long term lease, per KRS 56.806. The rent, if paid for the original term and for each of the full number of years for which the term of the lease may be extended, will amortize the total cost of the erection of the building(s) and appurtenances. The rent shall be paid at such time as the parties to the lease agreed upon in the lease agreement. The lease shall provide that the Offeror may, at the expiration of the original or any extended term, purchase the leased premises at a stated price, which shall be the balance of the total cost of erection of the building(s) and appurtenances not amortized by the payments of rent previously made by the Offeror. The lease shall provide that in the event of the exercise of the option to purchase the leased premises or in the event the lease has been extended, and all rents and payments provided for in the lease have been made, the Offeror/lessor shall convey the premises to the Commonwealth/Offeror in fee simple with covenant of general warranty of title. Defeasance costs associated with an early buy-out/pay-off are essentially a penalty

imposed by the Offeror's financial institution for early payment of the loan and will not be considered a part of the "total cost of erection" and shall not be included in the option price. Any development will be made subject to all rights of easement holders identified in the Deed of Conveyance and Deed of Correction to the Commonwealth from the Urban Renewal and Community Development Agency of Frankfort (formerly the Slum Clearance and Redevelopment Agency of Frankfort, Kentucky), dated November 17, 1970, filed of record in DB 231/PG 361, which is attached hereto and made a part hereof as Exhibit C. All the provisions of said deed shall be binding upon both parties. The Offeror shall abide by all rules and regulations, which may be promulgated by the Commonwealth of Kentucky, in connection with the use of the premises.

BIENNIAL RENEWAL

Due to the constitutional limitations of the biennial budget cycle, the Commonwealth enters into contracts for two-year terms. The infrastructure of the Commonwealth's procurement system fundamentally operates under this premise and all of the Commonwealth's administrative efforts support this institutional rule.

From a practical standpoint, the ability of the Commonwealth to operate and contract with non-public vendors necessitates that the Commonwealth enter into contracts that will cross at least one, and sometimes several biennium. While it is true that the Commonwealth technically possesses the ability to end a contract with a vendor after one biennium, this option is rarely, if ever effectuated, as it is rarely in the Commonwealth's best interests. For example, a decision by the Commonwealth to exercise a termination provision in connection with a project financed through bonds or any contract for capital construction or built-to-suit, would cause financial harm devastating to the Commonwealth's overall interests.

Given the practical limitations on the Commonwealth's right to terminate contracts involving capital construction projects or built-to-suit projects, the Commonwealth is confident that this issue will not be an impediment to transacting business with the Commonwealth.

C. Commencement of Construction/Demolition

The Construction and Demolition Projects shall commence immediately upon completion of award of contracts, conveyance of the land, and execution of the leases by the Commonwealth of Kentucky. The successful Offeror shall be required to obtain all regulatory approvals, by and at the sole expense of the successful Offeror. The Commonwealth will agree to a reasonable extension of time for providing for designated the facilities and services, when a delay in providing the facilities and services is beyond the control of the Offeror. The Commonwealth will coordinate the review process with the Department of Housing, Buildings and Construction ("DHBC") and the approval of the Finance and Administration Cabinet's Division of Engineering and Contract Administration ("DECA") will be required, as well.

Occupancy of the Construction Project shall be no later than March 13, 2020. Substantial

Completion [the date upon which the Commonwealth occupies the building(s)] and Final Completion dates are March 13, 2020 and April 12, 2020, respectively. Substantial and/or Final Completion dates may be adjusted by the Commonwealth for acts of God, such as tornadoes, earthquakes. Also, see coordinating language in Subsection C 1 below.

1. Time for Completion: Offeror shall commence the Work on the Commencement Date based on the Approved Schedule and the Work shall be carried out regularly and without interruption. Estimated construction time is within the time available between the execution of the lease agreement with the Commonwealth of Kentucky and the date indicated in this RFP for Substantial and Final Completion. Completion before the date of substantial completion does not require the Commonwealth to occupy. Completion after the substantial completion date invokes liquidated damages, according to Subsection C. 3. below.
2. Offeror shall substantially complete the Work no later than outlined in the Approved Schedule (the "Scheduled Completion Date"). The number of calendar days between the effective date of the Contract and the Scheduled Completion Date is the "Contract Time". Offeror shall achieve Final Completion of the Work as outlined in the Approved Schedule.
3. Liquidated Damages for Delay in Substantial Completion: Offeror shall pay the Commonwealth for actual damages including, but not limited to, the cost of any lease extensions necessitated due to delayed occupancy of the building, storage for furnishings that cannot be delivered, and other costs identifiable and documented for every calendar day of delay in achieving Substantial Completion beyond the Scheduled Completion Date. Any sums due and payable hereunder by Offeror shall be payable, not as a penalty, but as liquidated damages representing the delay damages likely to be sustained by Commonwealth. Such liquidated damages shall apply regardless of whether Offeror has been terminated by Commonwealth prior to Substantial Completion, so long as Offeror's actions or inactions contributed to the delay. Such liquidated damages shall be in addition to and not in preclusion of the recovery of actual damages resulting from other defects in Offeror's performance hereunder for matters other than delays in Substantial Completion. When Commonwealth reasonably believes that Substantial Completion will be inexcusably delayed, Commonwealth shall be entitled, but not required, to withhold from any amounts otherwise due to Offeror an amount then believed by Commonwealth to be adequate to recover liquidated damages applicable to such delays. If and when Offeror overcomes the delay in achieving Substantial Completion, or any part thereof, for which Commonwealth has withheld payment, Commonwealth shall promptly release to Offeror those funds withheld, but no longer applicable as liquidated damages.

The inability of the Offeror to obtain proper financing, approved in advance by the Commonwealth, by the aforementioned deadlines for submission of a comprehensive work

plan and project timeline, shall not constitute an acceptable reason justifying an extension of time.

The Construction and Demolition Projects must be commenced within the approved schedule, which shall include review and approval by all state governmental agencies. The Offeror will not be authorized to construct, erect, or place any structure or other facility upon the premises, or to make any major alteration to an existing structure or facility without the prior written approval of the Commonwealth and the Department of Facilities and Support Services. Requests for same shall be made in writing to the Department for Facilities and Support Services/Finance and Administration Cabinet.

Should the Offeror, after commencing and during the construction/development phase of the Projects, abandon or for any reason fail to complete the facility, title to all materials or improvements on the premises shall immediately vest in and become the property of the Commonwealth. The Offeror may not remove the structures, improvements, and equipment, erected or placed upon the leased premises, without the prior written approval of the Commonwealth. Additionally, (if applicable) the deeds from the Commonwealth to the successful Offeror shall contain a reversionary clause in favor of the Commonwealth, should the successful offer abandon or for any reason fail to complete the facility. Such reversionary clause shall give the Offeror the opportunity to cure any default of the terms and conditions of the contract documents within thirty (30) days of receiving notice of such default prior to the effective date of such reversionary clause. Upon approval from the Commonwealth to remove any structures, improvements, or equipment placed upon the premises, the Offeror must repair any damage to the premises resulting from the removal of the structures, improvements, or equipment.

D. Rent Payable to the Lessor/Successful Offeror

The annual base rent excludes utilities and janitorial services. The base rent includes full maintenance of the facility as defined in Exhibit E, during the entire lease period. The annual base rent will be paid in increments and shall be due by the Commonwealth in equal quarterly payments to the successful Offeror. The annual rent will not be subject to indexation or escalation of the life of the term of the lease. The Offeror will be responsible for operations, daily and preventative maintenance of all building systems of all building systems, insurance of the building and site, snow removal, lawn care, etc. The Offeror shall also be responsible for all pest control and non-building systems equipment. The Commonwealth of Kentucky shall be responsible for moveable equipment, furnishings, and insurance of the contents of the building. Examples of furniture include desks, chairs, computers, electronic equipment, business machines tables, bookcases, and cubicle partitions. The Commonwealth shall also provide items such as tables and chairs (in vending/sundry shop area), telephone system, and modular furniture system (for office area).

E. Taxes

The successful Offeror will be responsible for paying all state and federal taxes assessed against the project development and the operations conducted on the demised premises.

F. Liens against the Leased Premises

Nothing in this RFP shall in any way be deemed or construed as constituting an order or request by the Commonwealth, expressed or implied, to any contractor, subcontractor, supplier, materialman or laborer, for the performance of any labor or the furnishing of any materials for the construction or maintenance of any improvements on, alterations to, or other improvements of the leased premises; nor as giving the Offeror any right, power or authority to grant for or permit the rendering of any services or furnishing of any materials that would give rise to the filing of any mechanic's liens against property owned by the Commonwealth. Nothing herein shall be construed as a waiver of sovereign immunity by the Commonwealth.

G. Subleasing, Assignments, or Mortgages' of Offeror's Interest

During the course of the lease agreement or any renewal thereof, the Offeror shall not voluntarily, involuntarily, or by operation of law assign, sublet, mortgage or transfer the lease agreement or any interest created therein to any other person, partnership, corporation or other entity without first notifying and obtaining the prior written consent of the Commonwealth, by and through the Finance and Administration Cabinet. Any attempt to assign, sublet, mortgage or transfer, the lease agreement or any interest created therein without such consent shall be void. If an assignment, sublet, mortgage or transfer of this lease is made with the consent of the Commonwealth, the Offeror shall not be relieved from the performance of the terms of the lease or from the performance of all other terms, covenants and conditions of the lease. If the Offeror is a corporation, then any transfer of the agreement by merger, consolidation or liquidation, or any change in ownership of, or power to vote the majority of its' outstanding voting stock shall constitute an assignment for the purposes of this section. If consent is once given by the Commonwealth to any such assignment, mortgage or subletting, such consent shall not operate as a waiver of the necessity for obtaining the Commonwealth's consent to any subsequent assignment, mortgage or subletting. Furthermore, any change in the Offeror's business status, i.e., partnership, corporation, should be reported to the Commonwealth immediately.

No assignment, subletting, transfer or mortgage of Offeror's interest in the property shall be effective or binding against the Commonwealth until the assignee and the Commonwealth execute an amendment to this agreement reflecting such transfer.

The Commonwealth agrees not to assign or sublet the resulting Lease except to a desirable tenant and for a similar purpose, and will not permit the use of the premises by anyone other than the Commonwealth, the Federal Government, or such suitable sub-Offeror, and the agents and servants of the Commonwealth, the Federal Government, or such suitable sub-Offeror.

H. Hold Harmless

The Offeror shall indemnify and hold harmless the Commonwealth, and its sublessees, any of their departments or agencies, or officers or employees, from any and all claims, demands, damages, actions, costs, including attorney fees, and charges which the Commonwealth or the Offeror may have to pay by reason of injury to any person or property or loss of life or property resulting from or in any way connected with the character, condition or use of the premises or any means of ingress thereto, or egress therefrom, or resulting from the Offeror's operations on the premises, unless such injury or loss arises directly from the negligence of the Commonwealth, any of its sublessees, departments or agencies, or officers or employees while acting within the scope of their employment.

The Offeror shall, at its own expense, assume defense of such claims and actions for damages arising out of such injuries or losses which may be brought against the Commonwealth by third persons; and shall pay such judgments that may be rendered in such actions, unless such claims or actions for damages and/or judgments arise directly from the negligence of the Commonwealth, and any of its departments or agencies, or any of its officers, agents or employees while acting within the scope of their employment.

I. Attorney's Fees

In the event that either party deems it necessary to take legal action to enforce any provision of the resulting lease, and in the event the Commonwealth prevails, the Offeror agrees to pay all expenses of such action, including attorney's fees and costs at all stages of litigation as set by the court or hearing officer. County of venue shall be Franklin.

J. Notices

After lease award, all notices under the lease shall be either mailed by registered or certified mail addressed, or hand delivered, to the receiving party. The customary receipt shall be conclusive evidence of such service.

K. Offer of Gratuities

By submission of proposal, the Offeror certifies that no member of or delegate of Congress, nor any elected or appointed official or employee of the Commonwealth of Kentucky has or will benefit financially or materially from this procurement. Any lease arising from this procurement may be terminated by the Commonwealth if it is determined that gratuities of any kind were either offered to or received by any of the aforementioned officials or employees from the Offeror, his agents, or employees.

L. Conflict of Interest

No official or employee of the Commonwealth or other public official of the Commonwealth of Kentucky who exercises any functions or responsibilities in the review of approval of the undertaking or carrying out of the project shall, prior to the completion of the project, voluntarily acquire any personal interest, direct or indirect, in the lease or proposed lease.

M. Performance and Payment Bonds

The Offeror shall procure payment and performance bonds in favor of the Commonwealth in the amount of one hundred percent (100%) of the designated amount of the Project as security for the faithful performance of the construction required, including liquidated damages that may become due as a result of late completion of the project and the payment of all persons who have and fulfill subcontracts which are directly with the Offeror. Such payment and performance bonds shall be issued by a reputable insurance company, authorized to do business in the Commonwealth. The Offeror shall, before beginning the construction/development of facilities, require of any subcontractor employed by the Offeror to construct said facilities, a surety bond or bonds in form satisfactory to the Commonwealth. These bonds shall protect the leased premises against the imposition of mechanics and materialsman's liens and guarantee performance of the construction subcontract. All bonds shall be executed by a surety company authorized to do business in the Commonwealth.

Performance and Payment Bonds Requirements:

1. Each bond furnished by the Offeror shall incorporate, by reference, the terms of the Contract as fully as though they were set forth verbatim in such bonds. In the event a Change Order(s), executed by the Offeror, adjusts the Contract Sum, the penal sum of both the performance bond and the payment bond shall be deemed increased by like amount.

N. Construction/Development/Demolition (Plan Approval)

(All approvals will meet the Project schedule contained within this RFP.)

1. All construction/development/demolition plans will be submitted to and must have prior approval of the Finance and Administration Cabinet, Department for Facilities and Support Services as indicated in Exhibit E, before construction/development is commenced. Such approval will not be unreasonably withheld. Such approval is not intended to verify constructability or conformance with any applicable codes, but rather is intended to ensure that the design meets the Offeror's intent and program requirements. The drawings and the specifications shall be stamped with the registration seal of the professional involved in the design.
2. The Commonwealth encourages and prefers the Construction Project and Demolition Project:

- (a) Increases environmental performance and economic value over time;
- (b) Enhances satisfaction and productivity of workers through energy-efficient systems;
- (c) Incorporates environmentally friendly materials and products; and
- (d) Reduces waste;

3. Plan approval must be obtained from the state Department of Housing, Building and Construction. All fees, state and local, shall be the responsibility of the successful Offeror. This regulatory agency will review drawings for plumbing, fire marshal compliance, ADA accessibility and Kentucky Building code regulations. Proof of this approval must be provided to the Department for Facilities and Support Services before commencement of construction and operation. Upon completion, copies of all permits and certificates shall be submitted to the Department for Facilities and Support Services, along with "as built" plans.
4. The Department for Facilities and Support Services may also make compliance inspections to ensure that the facility is being constructed, operated, and furnished in a manner that provides a safe and healthy environment for the public.

O. Protection of Work, Property, Employees, and Public

The Offeror shall continuously maintain adequate protection of all his/her work from damage and shall protect the Commonwealth's property from injury or loss arising in connection with this lease. Offeror shall make good any such damage, injury, or loss. Offeror shall adequately protect adjacent property as provided by law and the lease documents.

The Offeror shall take all necessary precautions for the safety of employees on the work site and shall comply with all applicable provisions of the state's workers' compensation laws and all federal, state and municipal safety laws and building codes to prevent accidents or injury to persons on, about or adjacent to the premises where the work is being performed. The Offeror shall designate a responsible member of his/her organization on the work as safety officer, whose duty shall be to enforce safety regulations. The Offeror shall report the name and position of the person so designated to the architect.

The Offeror shall be responsible for the protection and subsequent repair of adjacent property during the course of construction from any potential damage caused by the construction and development of the project. The Offeror shall also be responsible for cleaning the adjacent property and public roads and paved areas of mud and debris originating from the construction project.

P. Insurance

1. Liability Insurance

The successful Offeror will be required to obtain, from a reputable insurance company authorized to do business in the Commonwealth, and carry liability of indemnity insurance providing as a minimum, a combined single limit of \$5,000,000 for any number of persons and/or claims. Said insurance shall name the Commonwealth as additional insured and shall also provide that said policy shall not be subject to cancellation, termination or change without at least thirty (30) days prior written notice to the Commonwealth. Offeror must furnish a copy of its insurance policy to the Department of Facilities Management prior to commencement of operations, and on an annual basis thereafter for the full term of the lease and any renewals thereof.

After award of the lease, the minimum liability amounts of required coverage established under this Section (P.1) shall be subject to modification by the Commonwealth, upon sixty (60) days written notice to the Offeror.

2. Professional Liability Insurance

For each project (demo and construction), the Offeror shall furnish Professional Liability (Errors and Omissions) Insurance in the amount of \$1 million per occurrence, \$2 million aggregate, and this policy shall remain in effect for a minimum of three (3) years beyond the final completion date of the project, to the extent commercially available. If not commercially available, the Offeror shall notify the Owner and shall obtain similar insurance that is commercially available and acceptable to the Commonwealth. The Offeror shall provide a copy of the certificate of insurance to the Owner upon execution of the contract. The insurance policy must be dated and in force on the date indicated in the documentation to begin work. The insurance coverage required by the lease document shall comply with the laws of the Commonwealth and shall be placed with a licensed resident local agent in Kentucky who represents insurance companies authorized to do business in Kentucky.

3. Builder's Risk Insurance

The Offeror shall furnish Builder's Risk Insurance, including the perils of fire, extended coverage, vandalism and malicious mischief in an amount of not less than one hundred percent (100%) of the insurable value of all the work and the coverage, written on the Completed Value Form 17-C, latest edition, including extended coverage endorsement form #61, latest edition, and malicious mischief endorsement form #205, latest edition, or on the "All Risk Completed Value Form". Such insurance shall be for the benefit of the Offeror and any subcontractor engaged on the project, as their respective interest may appear. The Builder's Risk Insurance must be dated and in force on the date indicated in the documentation to begin work. The insurance coverage required by the lease document shall be in compliance with the laws of the Commonwealth and shall be placed with a licensed resident local agent in Kentucky who represents insurance companies authorized to do business in Kentucky. The contract amount shall be insurable value unless otherwise noted in the contract documents. All insurance certificates shall be submitted in duplicate to the Offeror and Commonwealth and carry the

provision that a 30-day written notice shall be given prior to cancellation by the company to the Offeror and the Commonwealth.

Q. Maintenance of Development

The successful Offeror, at its sole expense, will maintain the leased property, both on going and capital, during the entire term of the resulting leaseback. The Offeror agrees to maintain the premises including sidewalks, covered walkways, and parking lots in good order to ensure safe, sanitary, and habitable occupancy by the Commonwealth. The Offeror shall also be responsible for landscaping the project site, mowing and snow removal throughout the duration of the leaseback agreement. The Offeror shall agree to maintain all mechanical equipment, building(s) systems, and fixtures included in the leased premises in safe and good working order. The Offeror shall agree to maintain all structural components (including, but not limited to: roof, building envelopes, glass, etc.) in safe and good condition. The Offeror shall agree to maintain all building(s) finishes in a safe and acceptable condition and will replace interior finishes that become unsuitable due to normal wear and tear. All such repair and maintenance is at the Offeror's sole expense. A minimum set of maintenance standards/specifications, to which the successful Offeror must adhere, are attached and incorporated at the end of Exhibit E "Minimum Building Standards." The maintenance standards/specifications shall also be attached as an exhibit to the resulting leaseback to the Commonwealth for the Construction Project. The Commonwealth is entitled to inspect the property annually during the lease term in coordination with the successful Offeror. All state inspections will follow existing procedures for the Commonwealth. Offeror will be furnished copies of state inspections such as state fire marshal inspection results. Maintenance of the building(s) by successful Offeror shall include construction warranty items; warranties typically cover one year after acceptance of the building(s). As noted earlier in this RFP, the Offeror shall not assess an additional fee to the Commonwealth of Kentucky for the maintenance or management of the building.

R. Title to Land and Improvements upon Expiration or Termination

During the initial term of the lease agreement or any renewal thereof, title to the land, all building(s), structures, additions, changes, and other improvements, including fixtures, shall remain with the Offeror. All building(s), structures, additions, changes and other improvements, including fixtures, erected or placed on the leased premises, shall remain thereon. At the expiration or termination of the lease agreement, any and all such land, building(s), structures, additions, changes and other improvements shall be conveyed by the Offeror to the Commonwealth. Prior to conveyance of the property to the Commonwealth, both parties shall complete a walk-through inspection of the building(s) and property to determine what, if any, repairs or corrections must be completed by the Offeror prior to conveyance of the property to the Commonwealth. Additionally, at the end of the lease term and prior to conveyance of the Construction Project property, the Commonwealth expects the Offeror to provide to the Commonwealth a minimum five-year warranty on the roof of the building(s).

S. Employment Practices

The Offeror shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age (except as provided by law), marital status, political affiliation, or disability. The Offeror must take affirmative action to ensure that employees, as well as applicants for employment, are treated without discrimination because of their race, color, religion, status, political affiliation, or disability. Such action shall include, but is not limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. Offeror agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provision of this clause.

The Offeror shall, in all solicitations or advertisements for employees placed by or on behalf of the Offeror, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, and the implementing rules and regulations prescribed by the Secretary of Labor and with Title 41, Code of Federal Regulations, Chapter 60. The Offeror shall comply with related Commonwealth laws and regulations.

The Offeror shall comply with regulations issued by the Secretary of Labor of United States in Title 20, Code of Federal Regulations, Part 741, pursuant to the provisions of Executive Order 11785 and the Federal Rehabilitation Act of 1973. The Offeror shall comply with the Civil Rights Acts of 1964 and any amendments thereto, and the rules and regulations thereunder, and Section 504 of Title V of the Vocational Rehabilitation Act of 1973 as amended and the Kentucky Civil Rights Act.

T. Permits and Licenses

The successful Offeror shall procure respective necessary permits, licenses, and certificates that are required by state laws, and local zoning ordinances, and abide by all applicable laws, regulations, and ordinances of all federal, state, and governments.

The Offeror shall conform to operational standards of the Commonwealth and to all bona fide rules, procedures pertaining to same as may be promulgated by the Commonwealth of Kentucky.

U. Right of Entry

Both parties shall have access to the property, subject to the restrictions contained herein and the policies of the Commonwealth.

V. Termination

Termination – General Terms

Any successful Offeror who is determined to be in breach of any of the terms and conditions of the contract documents, including but not limited to the lease(s) shall be declared in default and the contract and lease(s) may be terminated.

Termination notice. The Commonwealth shall terminate a contract by written notice to the Offeror. The notice to the Offeror shall be sent certified mail, return receipt requested, and shall state:

- (a) The lease is being terminated for the convenience of the Commonwealth, or for default by the Offeror;
- (b) The effective date of termination;
- (c) The extent of termination; and
- (d) Any special instructions.

Termination for Default.

The Commonwealth may terminate the contract and lease because of the successful Offeror's failure to perform the terms and conditions of the contract or lease. If an Offeror is determined to be in default, the Commonwealth shall notify the Offeror of the determination in writing, and may include a specified date by which the Offeror shall cure the identified deficiencies. The Commonwealth may proceed with termination if the Offeror fails to cure the deficiencies within the specified time.

A default in performance by an Offeror for which a contract and lease may be terminated shall include, but shall not necessarily be limited to:

- (a) Failure to perform the lease 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 lessor; or
- (f) Actions that endanger the health, safety or welfare of the Commonwealth or its citizens.
- (g) Failure to provide proof of project financing by a date determined in the sole discretion of the Commonwealth.
- (h) The cure provisions set out in this RFP do not apply to subparagraph (g).

The Commonwealth shall not be liable for any further payment to an Offeror under a contract terminated for the Offeror's default after the date of termination as determined by the purchasing officer except for commodities, supplies, equipment or services delivered and accepted on or before the date of termination and for which payment had not been made as of that date. The Commonwealth may require the Offeror to transfer title and deliver to Commonwealth completed supplies and manufacturing materials. The Offeror and his surety, if a performance or payment bond has been required under the lease/RFP, shall be jointly and severally liable to the Commonwealth for all loss, cost or damage sustained by the Commonwealth as a result of the Offeror's default. An Offeror's surety liability shall not exceed the final sum specified in the contractor's bond.

The lessor shall be liable to the Commonwealth for any excess costs incurred in acquiring supplies and services similar to those terminated for default, and for any other damages or remedies available either at law or in equity.

W. Procedure on Termination

Upon delivery by certified mail to the Offeror of Notice of Termination specifying the nature of the termination, the extent to which performance of work under the agreement is terminated and the date upon which such termination becomes effective, the Offeror shall stop work under the agreement on the date indicated and to the extent specified in the Notice of Termination.

X. Force Majeure

The Offeror will not be liable to the Commonwealth if failure to perform the agreement arises out of causes beyond the control and without the fault or negligence of the Offeror. Such causes may include, but are not restricted to, acts of God, fire, quarantine restriction, strikes and freight embargoes. In all cases, the failure to perform must be beyond the control and without fault or negligence of the Offeror. The Offeror will take all possible steps to recover from such occurrences.

Y. Premises Destroyed by Fire

If fire or other casualty destroys the premises, the resulting Lease shall immediately terminate. In case of partial destruction or damage so as to render the premises untenable, the Commonwealth may terminate or suspend this Lease by giving written notice to the Lessor within 15 days after such partial destruction or damage, and, if so suspended, no rent shall accrue to the successful Offeror after the date of such partial destruction or damage until after such damage is repaired and premises are considered tenantable by the Commonwealth. All insurance coverage, pursuant to Section P herein, shall name the Commonwealth as additional insured.

Z. KRS.45A.330 – 45A.340 or 45A.990 and KRS Chapter 11A

The successful Offeror certifies by his signature to the resulting Lease that he (“he” is construed to mean “they” if more than one person is involved; and, if a firm, partnership, corporation, business trust or other organization is involved, the “he” is construed to mean any person with an interest therein) is legally entitled to enter into contracts with the Commonwealth of Kentucky and that holding and performing such contract(s) will not be violating either any conflict of interest statute (KRS 45A.330 – 45A.990) of the Executive Branch Code of Ethics, KRS Chapter 11A, or any other applicable statute or principle by the performance of the resulting Lease, or will he realize any unlawful benefit or gain directly or indirectly from it. The successful Offeror further certifies that he has not knowingly violated any provisions of the campaign finance laws of the Commonwealth, and that by entering into the resulting Lease Agreement(s) he will not be in violation of the campaign finance laws of the Commonwealth.

AA. Change or Transfer of Ownership Involving 5% or More in Stock

The successful Offeror agrees to notify the Commonwealth of all persons owning or upon any change or transfer of ownership involving 5% or more in stock, in partnership, business trust, or corporation, including silent or limited partners. Non-compliance may result in termination of the Lease Agreement(s).

AB. Access to Books

The Offeror, the contractor, as defined in KRS 45A.030(9), agrees that the the Finance and Administration Cabinet, the Auditor of Public Accounts, and the Legislative Research Commission, or their duly authorized representatives, shall have access to any books, documents, papers, records, or other evidence which are directly pertinent to this contract for the purpose of financial audit or program review. Furthermore, any books, documents, papers, records, or other evidence provided to the contracting agency the Finance and Administration Cabinet, the Auditor of Public Accounts, and the Legislative Research Commission, which are directly pertinent to the contract shall be subject to public disclosure regardless of the proprietary nature of the information, unless specific information is identified and exempted and agreed to by the Secretary of the Finance and Administration Cabinet, as meeting the provisions of KRS 61.878(1)(c) prior to the execution of the contract. The Secretary of the Finance and Administration Cabinet shall not restrict the public release of any information, which would otherwise be subject to public release if a state government agency provides the service.

VIII. PROPOSAL EVALUATION

The following schedule substitutes in its entirety for the schedule outlined in the previously posted Notice.

A. Schedule:

On or about June 14	Pre-proposal conferences with all certified Offerors. No questions will be posed/answered at the two site visits. Pre-proposal participants will be divided into two groups, alphabetically by firm names
On or about July 5	All inquiries submitted by Offerors to Buyer
On or about July 12	Official answers to all inquiries issued through Addendum to RFP
On or about August 25	Receipt date for (Phase I) submittals.
On or about August 31	Selection committee reviews proposals and selects three shortlisted firms
On or about September 1	Shortlisted firms notified
On or about September 14	Receipt date for questions from short-listed firms
On or about September 21	Official answers to inquiries from short-listed firms
On or about October 25	Committee receives oral presentations – Phase II
On or about November 8	Select winner
On or about December 13	Award contract, convey property(ies), enter into lease(s)

B. General Information:

The selection process shall be conducted as indicated herein and in accordance with KRS 56.8169 et seq.

The Commonwealth will conduct a comprehensive evaluation of proposals received in response to this Request for Proposals. A committee comprised of representatives from the Finance and Administration Cabinet, the Auditor of Public Accounts, and other resource agencies and/or private sector entities, will conduct this evaluation. Items given specific attention during the evaluation process are as follows:

- Narrative of design intent and approach to both the Projects.
- Financial – including, but not limited to, the Offeror’s ability to provide financial backing for both of the Projects. The Offeror must arrange its own financing. The Offeror has no arrangement to obligate any State, City or Local government to provide financing. The Finance and Administration Cabinet’s Office of Financial Management shall score this portion of the evaluation.
- Corporate background and relevant experience, including references. Offeror’s experience must include structures of at a minimum of 80% size of the Construction Project structure, as well as background/relevant experience, including references, for demolition of structures of at a minimum of 80% size of the Demolition Project. Each of the Offeror’s team members should be able to demonstrate experience with either design, construction, demolition, or financing of two similar size structures. Offeror’s teams shall include references for both of these Projects and preferably include references for projects structured similarly to this Design-build-finance-operate project and large Demolition Project.
- Maintenance of the Construction/Demolition Project sites shall be the Offeror’s responsibility, while utilities and janitorial services for the Construction Project, upon occupancy by the Commonwealth, are the responsibility of the Commonwealth of Kentucky.
- The annual rent shall not be subject to indexation or escalation for the life of the term of the resulting Construction Project lease. The Offeror will be responsible for operations, daily and preventative maintenance, including pest control, of all building systems, insurance of the building and site, snow removal, lawn care, etc. The Commonwealth will be responsible for all utilities, janitorial services, moveable equipment, furnishings and non-building systems equipment, and insurance of the contents of the building.
- Project Approach, Drawings, and Required Documents
- Oral Presentations – for short-listed Offerors only.

The above criteria are explained in more detail in the following segments of this proposal section of the RFP.

THE SUCCESSFUL OFFEROR’S PROPOSAL DOCUMENTS WILL BECOME PART OF ANY FINAL LEASE AGREEMENT. ALL ITEMS LISTED MUST BE THOROUGHLY ADDRESSED IN YOUR WRITTEN PROPOSAL.

Please include eight (8) complete hard copies and one electronic copy of proposal document and all attachments.

The following are checklists of documentation/items that MUST be included in your response; otherwise, your proposal shall be deemed non-responsive to this solicitation (note: proposals must be contained within a 3-ring binder rather than bound with spiral coil or plastic binding):

Proposal Contents:

'Commonwealth of Kentucky Solicitation', filled out and signed

TAB A

Transmittal Letter

Narrative of Design Intent

Corporate Background and Experience

Financial

TAB B

Technical Proposal - Project Approach and Required Drawings and Documents

TAB C

Annual Lease Payment (page 47 of RFP) lease terms

Amortization Schedule

TAB D

Ownership Disclosure Form, Exhibit I

Affidavit, RFP pages 51-53

Violations pursuant to KRS 45A.485, RFP page 54-57

Sworn Statement regarding Campaign Finances, RFP page 58

MBE Participation Form, Exhibit J

Proof of Bonding

\$5,000 Proposal Guaranty

Oral Presentations will be scheduled with the three (3) short-listed Offerors

**VIV. PROPOSAL CONTENT AND FORM
QUALIFICATIONS, EXPERIENCE, TECHNICAL, AND ANNUAL LEASE PAYMENTS (PG 33)**

The information below is required to be submitted with your response and shall be bound with tabs designating sections as noted below:

In addition to the Commonwealth of Kentucky Solicitation form (Exhibit A) for Phase I, the Offeror's response shall contain the following:

- Tab (A)
 - Transmittal Letter

The transmittal letter shall be in the form of a standard business letter and shall be signed by an individual authorized to legally bind the Offeror. This signed letter will legally bind the Offeror. It shall include:

1. A statement indicating the type of entity of the Offeror, and the ownership of such entity.
2. A statement that the Offeror is registered to do business in Kentucky or will obtain a Kentucky business license, as well as any other documents required by law and the regulations of the Commonwealth of Kentucky, prior to commencement of work.
3. A reference to all RFP addenda received from the Commonwealth (by addenda issue date), to ensure that the Offeror is aware of all such addenda in the event there are any; if none have been received by the Offeror, a statement to that effect shall be included.
4. A statement that the Offeror's proposal meets all requirements, provisions, specifications, terms and conditions set forth in the RFP, or in the alternative, an explanation of any deviations from such terms and conditions, specifications, requirements or provisions.
5. A statement that the Offeror's proposal shall remain valid for ninety (90) days after the closing date for the receipt of proposals.
6. A signed statement certifying that no personnel currently employed by, under contract with, or in any way associated with the Commonwealth have participated in any activities relating to the preparation of the Offeror's proposal.
7. A statement that acknowledges and agrees to all of the rights of the Finance and Administration Cabinet including terms and conditions, and all other rights and terms specified in this RFP.
8. A statement specifying the Offeror's contract manager, address, phone and fax number.
9. An itemization of all materials and enclosures being forwarded collectively in response to this RFP.
10. The letter shall be signed by the person with the authority to bind the Offeror, answer questions, and provide clarification concerning the proposal.

➤ Narrative of Design Intent

This section shall clearly and succinctly describe the Offeror's approach to both the Construction Project and the Demolition Project. Issues such as design intent, and coordination with and benefits to the Commonwealth should, at a minimum, be addressed. This section should also specifically identify the composition of Offeror's proposed design/build team, demolition team, including names of individuals working on the projects. Statutes dictate these individuals must be licensed/certified. This section shall also identify the 'downstream' team members—the composition of the design/build team, to include, but not be limited to architectural firm, engineering firm, and all other contractors, subcontractors to be utilized in completing these projects.

➤ Corporate Background and Experience

The corporate background and experience section shall include from the Offeror: details of the background of the Offeror, date established, ownership (public company, partnership, subsidiary, etc.), company resources, and details of company experience relevant to the proposed project. List, if any, current or past similar construction projects developed/constructed/managed by the company. (Note: If an individual submits the proposal, the same type of information will be required.)

The Offeror must demonstrate, as a minimum, experience with the development/construction and with the demolition of two similar sized office or commercial buildings within the past 10 years. This experience shall include both the design and the construction of a facility and the demolition plans of the structures. Offeror's experience must include structures of at a minimum of 80% size of the Project structure. Each member should be able to demonstrate experience with either design, construction, demolition, or financing of two similar size structures. Teams shall include references for these projects and preferably include references for projects structured similarly to this Design-build-finance-operate project.

Should the proposal be submitted by a non-builder, a corporation or business venture formed solely for the purpose of responding to this RFP, the above information shall be submitted for each individual within the said corporation, business venture or partnership.

➤ Financial*

Offerors must provide evidence that the completion of the projects (including design and construction and demolition) will be financially viable to its organization or team. The Offeror must arrange their own financing. The Commonwealth has no arrangement to obligate any State, City or Local government to provide financing

The Offeror shall provide:

1. An audited financial statement for each of the last three years must be provided for the

applicable legal entity submitting a proposal. This statement should, at a minimum, list all assets and liabilities and be certified by a registered certified public accountant who is not an officer of the company or individual submitting the proposal. Offeror should also include a statement of changes of financial position of the business entity within the last three- (3) years. If the Offeror is a new entity incorporated for the purposes of operation of this project, then Offeror must provide individual income tax records and financial statements for all owners and/or general partners with more than twenty percent- (20%) interest, for each of the last three (3) years.

2. A current (unaudited) financial statement.
3. Bank references for the company shall be provided including name, address, and current telephone number of the given financial institution. This should include a signed authorization for release of financial information from each bank listed.
4. Projected design, development costs, and explained contingencies must be detailed. This section provides the opportunity for the Offeror to show the attributes of their design, diligence and competitiveness in controlling costs and their ability to plan for and overcome obstacles they may encounter.
5. A description of the proposed financing plan including, but not limited to, source of credit, terms of credit and repayment schedule. Source of credit will identify credit for construction, as well as long term financing of structures.

***This portion of the Offeror's Phase I proposal will be scored by the Office for Financial Management (OFM)**

◆ (TAB B): Project Approach, Drawings and Documents

- All drawings to be 30" x 42"
- Provide written and graphic description of Offeror's approach to this project.
- Composition of Design/Build Team:
- Drawings and Documents to be submitted shall be completed to a "review ready" design level. The following documents shall be submitted as a minimum for each proposed building:

a. Site Plan

1. The building(s) will be shown on the Offeror's plan as generalized footprints.
2. A Utilities Site Plan and/or a written description will be provided by Offeror, including incorporation of site utilities connections into the proposed building design plans. (See Exhibit E)

b. Floor plans of primary building(s) (see list below) at 1/8" = 1'-0" showing all rooms, walls, columns, door swings, plumbing fixtures, built-in millwork, cubicle partitions, and

other features and spaces which fully describe the various building architectural features for structures. Floor plans shall describe overall dimensions and sizes of major spaces. Economical structures are desired. Column spacing must not adversely affect shelving configurations.

- c. Elevations of facade of building(s) at 1/8" = 1'-0". Include notation of finishes, as well as overall dimensions and height.
 - d. Building Sections of building(s) at 1/8" = 1'-0".
 - e. Other sections or plans, at the option of the Offeror, to fully describe the structural system(s).
 - f. Written, detailed narrative description of the mechanical, electrical, life safety, security and communication systems for each type building structure proposed, including differing systems or zones within a building that requires separate mechanical systems.
 - g. Written outline specifications, CSI format, describing all building systems for all divisions of the work.
 - h. Provide Critical Path Method (CPM) schedule to be used on this project.
 - i. A rendering or series of renderings that portray the character of the facility to ensure that the concept and appearance meet the intent of the RFP. It is important that this facility be sensitive and compatible with the unique, historical, atmosphere of downtown Frankfort.
- Ownership: The Department for Facilities and Support Services, for itself and such others as it deems appropriate, will have unlimited rights to all information and material developed and furnished to the Department for Facilities and Support Services. Unlimited rights are rights to use, duplicate, or, disclose, test data, drawings, and information, in whole or in part in any manner and for any purpose whatsoever without compensation to or approval from the Offeror. All text, electronic digital files, data and other products generated shall become the property of the Department for Facilities and Support Services.

Demolition Concept Documents:

At the time of submittal of a response to this Request for Proposals, the Offeror shall provide the following design and concept documents, in addition to the other information required by the Request, exhibiting that all minimum design standards as outlined herein elsewhere will be met or exceeded:

- a. **Narrative of the Planned Demolition Plan** to fully define the scope of the demolition work, the anticipated detailed schedule (CPM format) of demolition work, methodologies for removal and disposal of construction debris, plan for coordination of utility services interruptions, traffic routing, and access to adjacent facilities maintenance plan that will be utilized to comply with or exceed the requirements of the RFP. Note: the CPM schedule provided during this phase of the response to the Request for Proposals, if acceptable to the Commonwealth, will become a part of the future lease documents and become a part of the requirements of this Project.
- b. **Site Demolition Plan** (1"=50' scale or greater, indicating all existing items to be demolished, vehicular and pedestrian traffic patterns, demolition staging, and other items of work related to the demolition project, required or proposed.)
- c. **Site Development Plan** (1"=50' scale or greater, indicating all site features required or proposed, vehicular and pedestrian traffic patterns, building and parking garage footprints, surface parking lots, roadway improvements and other features and spaces required or proposed.)
- d. **Typical Parking Garage Plans** (1"=16' scale or greater, indicating traffic patterns, parking spaces compliant with RFP requirements, all rooms, all exits and entrances, and other features and spaces required or proposed.)
- e. **Parking Garage Elevations** (1"=16' scale or greater, indicating finishes, overall dimensions and height, vehicular and pedestrian entrances and exits, and other features required or proposed.)
- f. **Typical Building Floor Plans** (1"=8" scale, indicating all rooms, walls, columns, door swings, plumbing fixtures, built-in millwork, cubicle partitions in proposed layout, and other features and spaces).
- g. **Building Elevations** (1"=8' scale, indicating finishes, overall dimensions and height, window and door characteristics, and other features required or proposed.)
- h. **YMCA Parking Garage Renovation Elevations** along Clinton Street (1"=16' scale or greater, indicating finishes, overall dimensions and height, vehicular and pedestrian entrances and exits, and other features required or proposed.)
- i. **Capital Plaza Hotel Elevation** (along the plaza area) required by the demolition of the Plaza Shops and associated plaza area (1"=16' scale or greater, indicating finishes, overall dimensions and height, pedestrian entrances and exits, and other features required or proposed.)
- j. **Pedestrian Bridge Connection Plan** (1"=8" scale, indicating ADA compliance and other characteristics of this connection).
- k. **Pedestrian Bridge Connection Elevations** (1"=16" scale or greater, indicating ADA compliance and other characteristics of this connection).
- l. **Narrative of Structural Systems**, including foundations, footings, structural framing and other necessary information to fully define the structural system that will be used.
- m. **Narrative of Mechanical, Electrical and Plumbing Systems** to fully define the systems that will be incorporated in the building and parking structure.
- n. **Narrative of the Security System and other security features** to fully define the systems and construction that will be utilized to comply with or exceed the requirements of the

- RFP. Provide a detailed description of how this proposal complies with the requirements in the Minimum Building Standards and how the overall building security system will function exterior and interior to the building.
- o. **Narrative of the IT Solutions System** to fully define the systems and their installation that will be utilized to comply with or exceed the requirements of the RFP.
 - p. **Outline Specifications in CSI Format** that indicate each building product and system that will be provided in the building. (Must include Civil, Landscaping, Architectural, Structural, Mechanical, Electrical, Security, IT solutions system, Plumbing, Access Controls, and Building Automation.
 - q. **Sample LEED scoresheet** indicating the approach to achieving the LEED Certification required by the RFP.
 - r. **Critical Path Method Project Schedule**, indicating the initial proposed schedule of each critical component of demolition and new construction. (As a minimum this should include each item listed under the demolition project as a line item and each item listed under the new development project as a line item (with the Office Building broken out into each significant trade of work).

THIS SECTION MUST BE FILLED OUT AND RETURNED IN A SEPARATE ENVELOPE FROM ALL OTHER MATERIALS, WITH PHASE I PROPOSAL MATERIAL, AND MARKED "ANNUAL LEASE PAYMENTS" (page 47 of RFP)".

- **TAB C**

ANNUAL LEASE PAYMENTS

NOTE: THE RENTAL PAYABLE TO THE OFFEROR BY THE COMMONWEALTH SHALL INCLUDE MAINTENANCE, BUT EXCLUDE UTILITIES AND JANITORIAL. The annual rent will not be subject to indexation or escalation for the life of the term of the lease. The Offeror will be responsible for operations, daily and preventative maintenance of all building systems [including pest control], insurance of the building and site, snow removal, lawn care, etc. (recall that the Offeror shall NOT assess the Commonwealth a separate fee for management of the Construction Project structure). The Commonwealth shall also be responsible for all utilities, janitorial services, moveable equipment, furnishing and non-building systems equipment and insurance of the contents of the building. In this transaction, the Commonwealth will be the beneficial owner of the property and no property tax will be due on the real estate and improvements. However, the Offeror will be responsible for all other state taxes, including but not limited to income and, if applicable, sales and use tax as well as any appropriate local taxes, such as occupational and school taxes.

The Offeror agrees to accept \$ _____ per year from the Commonwealth for a term of approximately thirty (30) years* for a facility, which is the result of the Construction Project (Parcel A), meeting the terms and conditions contained herein with the gross square footage of the Project to be _____ Gross Square Feet.

The Offeror agrees to accept \$ _____ per year from the Commonwealth for a short term of _____ years for the Demolition Project (Parcel B), meeting the terms and conditions contained herein. It is the Commonwealth's desire that the Demolition Project site shall revert to the Commonwealth as soon as practicable.

*The Commonwealth of Kentucky prefers and encourages a thirty (30) year lease or less.

PROPOSALS SHALL BE EITHER MAILED OR DELIVERED BY AUGUST 25, 2017 at 1:00 P.M. TO:

Nancy Brownlee, Department for Facilities and Support Services
Finance and Administration Cabinet
Third Floor – Bush Building
403 Wapping Street
Frankfort, Kentucky 40601

X. SCORING AND PROJECT AWARD

The Selection Committee will evaluate all of the proposals to determine which proposals meet the minimum qualifications on a pass/fail basis using the "Selection Committee Evaluation" pass/fail criteria attached to this RFP (See Exhibit K). The Committee will discuss each proposal and then each evaluator will independently evaluate the proposals on the "pass/fail" basis. After the Short List is determined the Selection Committee will conduct oral presentations with each shortlisted firm to discuss "value added offers of each Offeror, and then score the "value added offers" presented in the oral presentations. The Committee will select a chairperson who will provide leadership and manage the activities and process of the Committee.

- The Commonwealth reserves the right to ask any Offeror for clarification, and/or additional information, as may be required to carry out the evaluation process.
- Oral presentations will be required only of the Short List of three (3) Offerors. Cost for oral presentations will be the sole responsibility of the three (3) short-listed Offerors. Date and time of oral presentations will be determined by the Procurement Officer. Oral Presentations will be a maximum of one-half hour (1/2) hour in length, with an additional thirty minutes for questions from the Committee.

SCORING METHODOLOGY

Total points available for this RFP;	1,000 points
First phase points available	950 points (450 for technical 500 for price)
During Orals, up to a total of	50 points is available

Technical proposals will be worth 450 points and will be scored on a pass or fail basis

Firms "passing" on all reviewed items will receive 450 points, firms "failing" on one or more of the reviewed items will receive 0 points.

The points from the Selection Committee "pass/fail" review will be added to the points awarded to each firm from the OFM evaluation of price (and scoring by OFM of financial information submitted by each firm for PH I) .

The Lease Payment (price) will be scored as follows – **FOR EXAMPLE ONLY:**

Proposal with lowest annual lease payment
\$4,000,000 = 500 pts

Next lowest annual lease payment of \$4,200,000
 $\$4,200,000 = 500 \times (4,000,000/4,200,000) = 476.2 \text{ pts}$

Next lowest annual lease payment of \$4,400,000
 $\$4,400,000 = 500 \text{ pts} \times 4,000,000/4,400,000 = 454.5 \text{ pts}$

The total score (up to 950 points) will be used to determine the short listed firms (the three highest scored firms at the end of the first phase).

All of the minimum requirements of this RFP shall be met by each Offeror whether or not the minimum requirement is being used by the Selection Committee to determine the "pass/fail" score of the first phase.

**IMPORTANT - THIS SECTION MUST BE READ, SIGNED,
NOTARIZED, AND RETURNED WITH THE PHASE I SUBMISSION:**

Solicitation: RFP#080417

REQUIRED AFFIDAVIT FOR OFFERORS, OFFERORS AND CONTRACTORS

PAGE 1 OF 3

FOR BIDS AND CONTRACTS IN GENERAL:

- I. Each Offeror or Offeror swears and affirms under penalty of perjury, that:
 - a. In accordance with KRS 45A.110 and KRS 45A.115, neither the Offeror or Offeror as defined in KRS 45A.070 (6), nor the entity which he/she represents, has knowingly violated any provisions of the campaign finance laws of the Commonwealth of Kentucky; and the award of a contract to the Offeror or Offeror or the entity which he/she represents will not violate any provisions of the campaign finance laws of the Commonwealth.
 - b. The Offeror or Offeror swears and affirms under penalty of perjury that, to the extent required by Kentucky law, the entity bidding, and all subcontractors therein, are aware of the requirements and penalties outlined in KRS 45A.485; have properly disclosed all information required by this statute; and will continue to comply with such requirements for the duration of any contract awarded.
 - c. The Offeror or Offeror swears and affirms under penalty of perjury that, to the extent required by Kentucky law, the entity bidding, and its affiliates, are duly registered with the Kentucky Department of Revenue to collect and remit the sales and use tax imposed by KRS Chapter 139, and will remain registered for the duration of any contract awarded.
 - d. The Offeror or Offeror swears and affirms under penalty of perjury that the entity bidding is not delinquent on any state taxes or fees owed to the Commonwealth of Kentucky and will remain in good standing for the duration of any contract awarded.

FOR "NON-BID" CONTRACTS (I.E. SOLE-SOURCE; NOT PRACTICAL OR FEASIBLE TO BID; OR EMERGENCY CONTRACTS, ETC):

- II. Each contractor further swears and affirms under penalty of perjury, that:
 - a. In accordance with KRS 121.056, and if this is a non-bid contract, neither the contractor, nor any member of his/her immediate family having an interest of 10% or more in any business entity involved in the performance of any contract awarded, have contributed more than the amount specified in KRS 121.150 to the campaign of

- b. the gubernatorial slate elected in the election last preceding the date of contract award.
- c. In accordance with KRS 121.330(1) and (2), and if this is a non-bid contract, neither the contractor, nor officers or employees of the contractor or any entity affiliated with the contractor, nor the spouses of officers or employees of the contractor or any entity affiliated with the contractor, have knowingly contributed more than \$5,000 in aggregate to the campaign of a candidate elected in the election last preceding the date of contract award that has jurisdiction over this contract award.
- d. In accordance with KRS 121.330(3) and (4), and if this is a non-bid contract, neither the contractor, nor any member of his/her immediate family, his/her employer, or his/her employees, or any entity affiliated with any of these entities or individuals, have directly solicited contributions in excess of \$30,000 in the aggregate for the campaign of a candidate elected in the election last preceding the date of contract award that has jurisdiction over this contract.

As a duly authorized representative for the Offeror, Offeror, or contractor, I have fully informed myself regarding the accuracy of all statements made in this affidavit, and acknowledge that the Commonwealth is reasonably relying upon these statements, in making a decision for contract award and any failure to accurately disclose such information may result in contract termination, repayment of funds and other available remedies under law.

[REST OF PAGE INTENTIONALLY LEFT BLANK]

As a duly authorized representative for the Offeror, Offeror, or contractor, I have fully informed myself regarding the accuracy of all statements made in this affidavit, and acknowledge that the Commonwealth is reasonably relying upon these statements, in making a decision for contract award and any failure to accurately disclose such information may result in contract termination, repayment of funds and other available remedies under law.

Signature

Printed Name

Title

Date

Company Name

Address

Subscribed and sworn to before me by

(Affiant)

(Title)

of _____ this _____ day of _____, 20____.
(Company Name)

Notary Public

[seal of notary]

My commission expires: _____

**IMPORTANT - THIS SECTION MUST BE READ, FILLED OUT,
AND RETURNED WITH THE PHASE I SUBMISSION:**

**VENDOR REPORT OF PRIOR VIOLATIONS
ON CONSTRUCTION SEALED BIDS
RFP#080417**

This form is applicable to all sealed bids for construction projects issued by the Finance and Administration Cabinet, Department for Facilities and Support Services in accordance with KRS 45A.080.

The **Prime Bidder** on any construction-sealed bid shall complete and provide a signed and notarized form with the required information attached, for the Prime Bidder, as an attachment to the bid.

All subcontractors for the best-evaluated Prime Bidder shall also provide a signed and notarized form with the required information attached through the Prime Bidder to DECA within five (5) calendar days of the bid opening date. The **Prime Bidder shall provide copies of this form to the subcontractors for their execution.**

The information required is specifically - **any final determination(s) of violations within the last five (5) calendar years of the following:**

1. Violations of KRS Chapter 136 (Corporation and Utility Taxes);
2. Violations of KRS Chapter 139 (Sales and Use Taxes);
3. Violations of KRS Chapter 141 (Income Taxes);
4. Violations of KRS Chapter 337 (Wages and Hours);
5. Violations of KRS Chapter 338 (Occupational Safety and Health of Employees);
6. Violations of KRS Chapter 341 (Unemployment Insurance);
7. Violations of KRS Chapter 342 (Workers Compensation); and
8. Violations of Occupational Safety and Health Laws in any other states and at the federal level.

If there are no violations for a particular category, vendor should attach a statement to that effect.

If there are violations for a particular category, the vendor should list them and provide the following information for each: the date of the violation, a short description of the violation (including statutory citation), the name of the governmental enforcement agency involved, and the amount of any penalties imposed as a result of the final determination.

Please note that this information may be provided to other governmental agencies, such as the Kentucky Labor Cabinet, as part of the bid process. DECA reserves the unqualified right to disqualify any vendors from participating further in this bid process if appropriate under law.

In addition, the successful prime bidder and subcontractors shall remain in continuous compliance with KRS 45A.485 during the life of any contract awarded, and shall notify DECA of any new final determinations of violations in any of the above-mentioned categories, which occur after contract award, and during the life of any contract awarded. Failure to comply with these requirements may result in the bidder and subcontractors being disqualified from participating in future bid opportunities for the Commonwealth.

THIS VENDOR VIOLATION FORM IS BEING SENT TO THE LABOR CABINET FOR VERIFICATION. PLEASE MAKE SURE ALL YOUR VIOLATIONS ARE LISTED WITHIN THE LAST FIVE (5) YEARS. IF AN OFFEROR LISTS "NONE" AND HAS VIOLATIONS, THEIR PROPOSAL MAY BE REJECTED. FOR A LIST OF YOUR VENDOR VIOLATIONS, YOU CAN FAX OR EMAIL THE LABOR CABINET WITH YOUR REQUEST. FAX NUMBER IS (502) 696-1984 OR EMAIL: labor.desam@ky.gov.

COMPANY NAME: _____

TAX PAYER #: _____

Violation Category	Date	Description	Govt. Enforcement Agency	Amount of Penalties

NOTARIZED STATEMENT OF COMPLIANCE

I certify, under penalty of perjury, that I have provided all pertinent information required by this form and this information is true and accurate. I also certify that I have completely read and understand this form and will comply with these requirements during the life of any contract awarded.

SIGNATURE

Printed Name

Title

Date

Company Name _____

Address _____

Subscribed and sworn to before me by _____
(Affiant) (Title)

of _____ this _____ day of _____, 20 _____.
(Company Name)

Notary Public
[seal of notary]

My commission expires: _____

**IMPORTANT - THIS SECTION MUST BE READ, SIGNED,
NOTARIZED, AND RETURNED WITH THE PHASE I SUBMISSION:**

**SWORN STATEMENT REGARDING CAMPAIGN FINANCE LAWS
PURSUANT TO KRS 45A.110 AND KRS 45A.115**

All persons having ownership in the offered property shall provide a sworn statement regarding campaign finance laws pursuant to KRS 45A.110 and KRS 45A.115. If the property owner is a corporation or business trust, a duly designated and authorized agent shall complete this required statement. (Please use extra sheets if necessary.)

The undersigned hereby swears or affirms, under the penalty prescribed by law for perjury, that neither he/she, individually, nor, to the best of his/her knowledge and belief, the corporation, partnership, or other business entity which he/she represents, has knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky, and that the award of a contract to him/her, individually, or to the corporation, partnership or other business entity which he/she represents, will not violate any campaign finance laws of the Commonwealth.

OFFEROR/OFFEROR:

OFFEROR/OFFEROR:

(Signature)

(Signature)

(Title, if applicable)

(Title, if applicable)

(Name of Company, if applicable)

(Name of Company, if applicable)

OFFEROR/OFFEROR:

OFFEROR/OFFEROR:

(Signature)

(Signature)

(Title, if applicable)

(Title, if applicable)

(Name of Company, if applicable)

(Name of Company, if applicable)

State of _____)

) SS

County of _____)

The foregoing statement was sworn to me this _____ day
of _____, 20____, by _____.

Notary Public

My Commission expires: _____.

EXHIBITS

EXHIBIT A	Phase I Commonwealth of Kentucky Solicitation Form
EXHIBIT B	Draft Deed of Conveyance from Commonwealth (Grantor) to Offeror (Grantee)
EXHIBIT C	Commonwealth Source Deed
EXHIBIT D	Plan of Construction Area (Parcel A) and Demolition Area (Parcel B)
EXHIBIT E	Minimum Building Specifications
EXHIBIT F	Asbestos Report, Geo-Tech Information, and Capital Plaza Original Construction Plans. See website for Exhibit F: http://finance.ky.gov/services/statebuilding/Pages/PropertiesforSaleorLease.aspx
EXHIBIT G	Partial Appraisal Report – Baumgardner & Associates PSC
EXHIBIT H	Draft Lease Agreements; Commonwealth of Kentucky, as Lessee; successful Offeror, as Lessor
EXHIBIT I	Ownership Disclosure Form
EXHIBIT J	Minority Business Enterprise Participation Form
EXHIBIT K	Selection Committee Evaluation Criteria
EXHIBIT L	Traffic Study

END OF RFP#080417