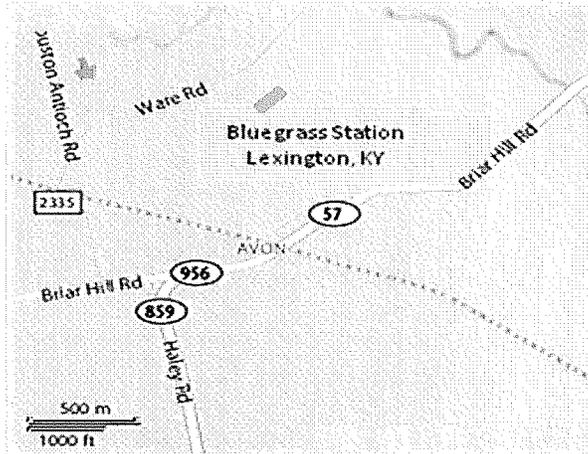


REQUEST FOR PROPOSALS

Issued By
COMMONWEALTH OF KENTUCKY
FINANCE AND ADMINISTRATION CABINET
On Behalf of
KENTUCKY DEPARTMENT OF MILITARY AFFAIRS
BLUEGRASS STATION, LEXINGTON, KENTUCKY



**PRIVATE ENTITY TO FINANCE, DESIGN, DEVELOP, CONSTRUCT, AND LEASE-BACK
(TO THE COMMONWEALTH),
A 200,000 SF ADMINISTRATION/OPERATIONS/WAREHOUSE/SHIPPING-
RECEIVING/TRANSPORTATION BUILDING AND RELATED SITE WORK &
INFRASTRUCTURE
AT BLUEGRASS STATION,
LEXINGTON, KENTUCKY**

Project Name: **BLUEGRASS STATION, BLDG #102**
Proposal Number: RFP#121614
Closing Date & Time: Tuesday, December 16, 2014, 4:00 p.m. EST

IMPORTANT

Submit Proposals To: Division of Real Properties
Third Floor – Bush Building
403 Wapping Street
Frankfort, Kentucky 40601
Attn.: Nancy Brownlee and Natalie Brawner, Co-Buyers

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I. Intent

The Commonwealth of Kentucky, Department of Military Affairs, Bluegrass Station Division, desires to pursue a contract to finance, design, develop, construct, and lease-back a 200,000 square foot administration/operations/warehouse/shipping-receiving/transportation building at Bluegrass Station, 5751 Briar Hill Road, Fayette County, Kentucky. The Department of Military Affairs seeks proposals from private entities that wish to enter into a business relationship with the Commonwealth of Kentucky (Commonwealth) to accomplish this purpose. Should the project become a reality, the warehouse facility would be treated and marketed as being a part of Bluegrass Station. Interested Offerors may submit proposals to enter into a Ground Lease with the Commonwealth for property at Bluegrass Station and will construct the facilities described herein on the property leased under the Ground Lease. The completed facilities will then be leased back to the Commonwealth. The term of the Ground Lease and the lease back of facilities to the Commonwealth will be of a term sufficient to permit the successful Offeror to recover the amortized cost of the improvements constructed hereunder. At the conclusion of the lease term of the Ground Lease and lease-back entered into as a part of this project, title to all improvements constructed hereunder will vest in the Commonwealth of Kentucky, and the successful Offeror shall, at no cost to the Commonwealth, relinquish its rights under the ground lease agreement, as improved.

This solicitation is being promulgated pursuant to the terms and conditions set forth in K.R.S. 56.820(3) and such statute shall govern this solicitation and any resulting contract in all respects.

It is the Department of Military Affairs, Bluegrass Station Division's vision to develop, expand, and maintain a military type, industrial complex that will retain and attract new respective missions and continue to provide a positive impact on the socioeconomic growth of the Commonwealth of Kentucky. The defense industry needs the capabilities that Bluegrass Station can offer to the Department of Defense. Bluegrass Station can offer the unique Department of Defense (DoD) tenant-requirements of providing physical, operational, and information security, as well as federal fund transactions and continuity of operations. Bluegrass Station must be fiscally competitive, compared with other Base Realignment and Closure Act (BRAC) facilities, without competing with local businesses.

Based on detailed requirements, terms and conditions set forth in this Request for Proposals ("RFP"), the Commonwealth solicits proposals from prospective developers who can demonstrate the necessary capability to finance, design, develop, construct, and thereafter lease back to the Commonwealth the Project.

"Design-bid-build-finance" means a project delivery method in which the chief purchasing officer enters into a single procurement and contract award for design, construction, and financing of a capital project over a contractually defined period.

In consideration of the benefits derived from this development, the Commonwealth is willing to enter into a ground lease with the Successful Offeror for the necessary property (described herein). The successful Offeror shall then construct the warehouse facility, and lease same back to the Department of Military Affairs/Bluegrass Station Division.

The successful Offeror is obligated to adhere to the prevailing wages laws for one hundred percent (100%) of the entire project and related facilities at Bluegrass Station. See attached wage rates, as Exhibit F; these are for *informational purposes only*. The attached wage rates are "not an official document." **Offeror is solely responsible for contacting the Labor Cabinet for official wage rates.**

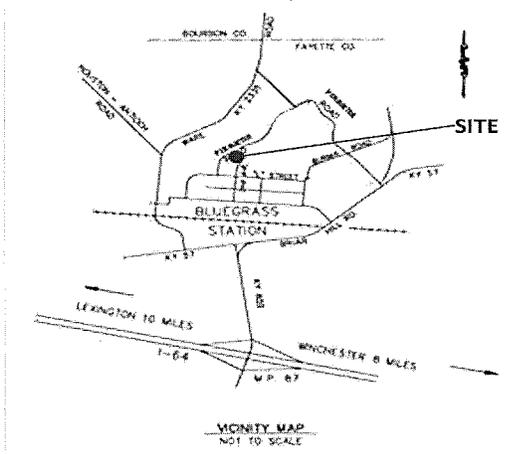
II. Background

Bluegrass Station was originally named the Lexington Signal Depot and was built in the early 1940's. The United States Army used the facility primarily for development and repair of electronic equipment. The federal government closed the depot in the late 1980's under the Base Realignment and Closure Act.

The Commonwealth of Kentucky, Department of Military Affairs, established the Bluegrass Station Division and assumed the management of the property in 1994.

Bluegrass Station is located in central Kentucky within three (3) miles of interstate 64 and 8 miles of interstate 75. This location provides easy access and connectivity to major transportation routes throughout the United States.

Bluegrass Station is situated on 777 acres of prime Kentucky land with just over 250 acres of the land developed. This consists of 116 buildings with over 2.7 million square feet of space under roof. Currently 99% of these buildings are leased. Bluegrass Station has made upgrades to the water and electrical system on the station and these upgrades are designed to sustain rapid growth and provide essential services to new growth into the foreseeable future.



III. RFP General Procedural Information

A. Pre-Proposal Conference

A site meeting shall be scheduled by this office on or before **November 17, 2014**. It is anticipated that representatives from the Department of Military Affairs/Bluegrass Station Division and the Department for Facilities and Support Services will be in attendance to answer questions from prospective Offerors.

Although a question and answer session will occur, participants should understand that the final, official answer or position of the Commonwealth on any material points will be stated in writing and distributed to all Offerors by addendum subsequent to the meeting. Offerors are encouraged to submit written questions prior to the meeting. All inquiries should be directed to the Division of Real Properties, Third Floor Bush Building, 403 Wapping Street, Frankfort, Kentucky, 40601 or to email to: Nancy.Brownlee@ky.gov or Natalie.Brawner@ky.gov prior to

December 3, 2014.

B. RFP Addenda

This RFP may be supplemented or amended at any time by appropriate addenda which will be mailed to all known RFP holders and will be posted to the eProcurement website. Addenda may also be necessary after the receipt date and will 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://eProcurement.ky.gov>

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 may 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.

All Commonwealth of Kentucky employees and members of selection committee shall keep written proposal confidential until the lease is awarded. The Commonwealth shall designate a department employee to determine which firms have filed, in a timely fashion, both in 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 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. Each interview shall be attended only by representatives of the finalist and members of the selection committee. Members shall keep as confidential the substance of each interview. The selection committee shall meet in executive session to rank the three finalists based on weighted evaluation factors in the RFP and forward the ranking to the department.

After Phase II submittals and evaluation of those proposals, the commissioner of the department shall make the final official award to the top ranked finalist or request best and final offers of only the three finalists. The Commissioner's written request shall include his reason for requesting best and final offers and shall state a time/date by which all best and final offers will have to be received. ***A FIRM THAT DOES NOT SUBMIT A BEST AND FINAL OFFER BY THE DEADLINE SHALL NOT BE AWARDED THE CONTRACT.*** Members shall keep as confidential the best and final offers until the contract is awarded. The selection committee shall meet in executive session to assess all materials as well as the request for best and final offers and the best and final offers. The Committee shall rank the best and final offers of the three finalists based on weighted evaluation factors in the RFP. If the committee determines that the top ranked best and final offer is adequate, the committee shall forward the name of the firm to

the department. If the committee determines that the top ranked firm's best and final offer is inadequate, the process shall end.

The commissioner shall award the 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 award of the contract, the Commonwealth shall lease to the individual or firm to whom the contract has been awarded, the footprint of the real estate upon which the building is to be constructed under the contract. A description of the approximately 4.59 acres is attached hereto as Exhibit D. The total site is 6.4 acres, including temporary staging areas, underground storm reroute etc.; however, the surveyed, lease area is 4.59 acres (200,000 sq ft/ 43560).

The following schedule is recommended:

- On or about November 5 Advertise Request for Proposals (RFP), with recommended schedule
- On or about November 19 Pre-proposal conference with all interested parties – review lease and construction issues
- On or about December 3 All inquiries submitted by Offerors to Buyer
- On or about December 10 Official answers to all inquiries issued by Addendum to RFP
- On or about December 16 Receive proposals (Phase I – Qualifications and Experience)
- On or about December 19 Selection committee meets to select short list of Offerors
- On or about January 5 Receipt date for questions from selected short listed Offerors
- On or about January 12 Official answers to short list
- On or about January 26 Receive proposals (Phase II) from short list
- On or about January 30 Selection committee receives oral presentations, including construction documents ready for review (Phase II – Technical Proposal & Revenue Payable to the Commonwealth)
- On or about February 3 Select winner, forward construction documents ready for review to DHBC for review and approval.
- On or about February 5 Award ground lease
- On or about February 19 Receive approved construction documents from HBC; advise successful Offeror to begin work

Completion Dates: **February 6, 2016** is substantial completion date and final completion date is **February 27, 2016**. Occupancy is expected by **March 1, 2016**

The lease-back agreement between the Commonwealth, as Lessee, and the Offeror, as Lessor, shall provide for an initial lease term commencing the date the building is accepted for occupancy by the Commonwealth, but not later than thirty (30) days after the issuance of a Certificate of Occupancy and ending June 30 of the second year of the then current fiscal biennium of the Commonwealth, with an option in the Commonwealth, as Lessee, 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 purchase of the building by the Commonwealth, until the original term of the lease has been extended for a total number of years to be agreed upon by the parties. (The COK cannot commit its budget beyond a biennium.) (Also, please refer to KRS 56.806). The rental, 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 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 lessee 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 and appurtenances not amortized by the payments of rent previously made by the lessee. The Ground Lease shall provide that upon completion of the lease term, all improvements made on state land shall vest in the Commonwealth of Kentucky.

D. 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 necessitate 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.

Vendors 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.

E. Inquiries – Restriction on Communication

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 or Natalie Brawner
403 Wapping Street – 3rd Floor, Bush Building
Frankfort, KY 40601

502-782-0358 or 502-564-2111

Fax – 502-564-8108

E-mail – nancy.brownlee@ky.gov or Natalie.Brawner@ky.gov

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

- The Commonwealth Buyers (Nancy Brownlee and Natalie Brawner) cited in this RFP
- Commonwealth representatives during a scheduled Offerors' Conference, which shall be attended by Commonwealth buyer; or
- Via written questions submitted to the Commonwealth Buyer (Nancy Brownlee/Natalie Brawner)

For violation of this provision, the Commonwealth reserves the right to reject their proposal response.

All inquiries must be submitted no later than December 3, 2014 to allow sufficient time for written responses to be routed.

Any agreement or collusion among lease offerors or prospective lease offerors 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 is prohibited.

F. No Prior Commitment or Obligation of the Commonwealth

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 or lease resulting from this RFP can be deemed valid and/or binding until properly approved and executed by the Secretary of the Finance and Administration Cabinet.

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

This RFP is being issued by the Division of Real Properties, Finance and Administration Cabinet, on behalf of the Department of Military Affairs, Bluegrass Station Division.

The only authority empowered to obligate the Commonwealth is the Secretary, Finance and Administration Cabinet.

H. Proposal Guaranty

1. The three short-listed Offerors' Phase II 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 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 bid security shall be forfeited to the Commonwealth as liquidated damages, and not as a penalty.

IV. Finance, develop, construct and lease-back to the Commonwealth the following:

Project Development - Bluegrass Station Design Goals

It is the desire of the Commonwealth for the Offeror to develop and construct the following:

Building 102 – 200,000 sf, Administration/Operations/Warehouse/Shipping-Receiving/Transportation Facility, including all related site work and infrastructure/utilities extensions and connections to existing site utilities components.

The above facility is planned for construction on approximately 4.59 acres of a total 6.5 acre, developed site, situated between D and L Streets and 2nd Avenue and Building 101, identified on plat attached hereto and made a part hereof as Exhibit D, located at Bluegrass Station as referenced in this RFP. The Commonwealth property (land) to be leased to the successful Offeror shall include a temporary construction easement, and a permanent access easement.

- The dimension of the land designated for this project has been surveyed by and at the expense of Military Affairs/Bluegrass Station Division. This survey and legal description shall be utilized in the lease to the successful Offeror.
- A Preliminary Conceptual Site Plan, Preliminary Conceptual Floor Plan, Preliminary Geotechnical Exploration Report and Property Plat will be provided by Bluegrass Station Division.
- The structure will be stand alone and shall comply with all requirements of the Kentucky Building Code and referenced Authorities Having Jurisdiction.
- The structure will be a "turn-key" building project upon completion and must receive a Certificate of Occupancy from the Kentucky Department of Housing, Buildings, and Construction to achieve Substantial Completion prior to occupancy.
- The design and construction of all interior and exterior facilities shall be in full compliance with the Americans with Disabilities Act.

B. Site, Architectural Design Goals, and Performance Specifications for "Storage Group S Warehouse Facility", (Kentucky Building Code):

General Project Information:

- Bluegrass Station Division property is owned by the Commonwealth of Kentucky.
- The site work includes all grading required for balanced cuts and fills to construct finished building elevation, construct new access drives, aprons, ramps, steps, stoops and platforms with industry standard slopes for pedestrian and vehicle access, loading docks and parking areas to provide access and connections to and from existing streets and parking lots.
- Construction of the building, site work and utilities extensions and connections shall be constructed by and at the sole expense of the successful Offeror. The free-standing pre-engineered steel building is comprised of 200,000 sf with interior single-story Administration/Operations/Warehouse/Shipping-Receiving/Transportation office area within the entire building perimeter area – similar to other existing buildings in the immediate area such as Buildings 101 and 195.
- All mechanical, electrical, plumbing, and physical security measures will be incorporated into the design.
- Design/Construction Considerations:
 - a. Architectural and engineering design concepts, systems, and components shall be economical to operate, functional, serviceable and easy to maintain, commercially attractive, with colors and textures of building materials to match and/or be compatible with recently constructed facilities at Bluegrass Station.
 - b. All systems, components and materials shall be of the average light industrial type and quality normally expected in facilities of this type and shall match and/or be compatible with recently constructed facilities at Bluegrass Station.
 - c. All drives, access roads, vehicle storage areas shall be designed to accommodate semi-tractor trailer trucks with 53 foot trailers.
- Site Considerations:
 - a. Approximately 4.59 acres of a total 6.5 acre developed site is available for construction of the proposed facility. All existing buildings (#100, #102, #104, #108, #109, & #110) and other miscellaneous structures in this area will be demolished and removed from the site (under separate contract through the Commonwealth) prior to the start of this project. All existing utilities, except for underground storm water piping, have been removed or relocated (under separate contracts) to make way for this project (See Exhibit A) for Underground storm water piping to be rerouted. Paved streets currently exist around the perimeter of the site; additional construction staging areas will be provided by the Commonwealth as needed.
 - b. The available site is a 'clean' site, with no known environmental hazards or issues known to exist. Note: A Phase I Environmental Site Assessment (ESA)

will be performed by the Commonwealth through a separate consultant; a copy will be made available as part of this RFP (see attached Exhibit O).

- c. Preliminary Conceptual Site Plan will be performed by the Commonwealth under separate contract or by Bluegrass Station (see attached Exhibit A).
- d. Notice of Intent (NOI) for storm water management, erosion control, best management practices shall be submitted to the appropriate Authorities Having Jurisdiction by Offeror (this is in addition to Bluegrass Station's existing KPDES permit). NOTE: The successful Offeror shall be responsible for providing and maintaining erosion control measures resulting from building construction activities. Any and all existing erosion control measures found on the site before building construction begins will be maintained; and, if disturbed, will be repaired or modified by the successful Offeror, as needed.
- e. The existing storm water system piping components (see attached Exhibit A) shall be protected during the course of construction and shall remain functional at all times. Erosion control measures shall be maintained at all existing catch basins, drop inlets and manholes. New storm water systems components are to be connected to existing piping and components per acceptable civil engineering design standards.
- f. The successful Offeror, with prior approval, may dispose of all excess excavated materials (excess topsoil and subgrade materials from footings, ditches, etc.) on Bluegrass Station property, as directed by its administrative/maintenance officials.
- g. Acceptable borrow material is available within the limits of Bluegrass Station property. Borrow areas exist within a 1 mile +/- radius north of the project site; access to each area shall be coordinated with and approved by Bluegrass Station administrative/maintenance officials. The Offeror shall determine and confirm the suitability of the fill material by performing industry standard geotechnical testing (Proctor testing) and shall be acceptable to the Offeror's geotechnical and structural engineers before transporting and placement at the site. If the successful Offeror determines additional, acceptable fill material is needed, it will need to be provided and transported to the site, by and at the Offeror's sole expense. The use of transporting equipment larger than a tri-axel dump truck is prohibited on Bluegrass Station property.
 - 1. Borrow area is also available west of and adjacent to the site at the corner of 2nd Avenue and L Street. The depth (amount) of available fill is limited due to the location of rock at this location (see attached Exhibit A).
 - 2. Undercutting Site – the Offeror shall be aware of the potential need to undercut portions of the site due to existing conditions where buildings/structures have been removed, prior excavations have been performed and/or where previously undiscovered ground water channels exist that may have reduced the compaction suitability of existing substrate materials.
- h. There are no trees at the site that will require removal.

- i. Preliminary Geotechnical Exploration Report: The preliminary geotechnical exploration (attached Exhibit E) report should be reviewed in its entirety to obtain complete information required for design of foundation support for the building. Any additional engineering consulting services deemed necessary by the successful Offeror to construct the building foundations shall be included in the Offeror's proposal.
 - j. All staging areas required for construction typically shall be on the building site, however; arrangements may be made with Bluegrass Station administrative/maintenance officials for additional staging area(s) off site as needed.
 - 1. Special Note: The area directly north of Building 106 (near the southwest corner of the project site) shall NOT be used for staging of any type and shall remain clear at all times during the course of construction.
 - k. 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 to become airborne. Open dumpsters shall not be allowed. See attached Contractor's Procedures Guide (Exhibit B).
 - l. Keep roadways leading to and from the site free and clear of mud and debris at all times.
 - m. All adjacent structures, streets and utilities adjacent to and in the vicinity of the site shall be protected from disturbance and/or damage by any and all construction activities; and all damage caused from construction activities shall be repaired at the Offeror's expense.
 - n. Bluegrass Station will designate and ensure adequate access to accommodate construction traffic within BGS boundaries and from adjacent state roadways – Briar Hill Road and Houston-Antioch Road, as required.
 - o. All streets around the perimeter of the site will remain open and accessible throughout the duration of the project however; the temporary closure of any streets required for constructions activities shall be coordinated, in advance, with Bluegrass Station administrative/maintenance officials.
- Security Restrictions:
- a. Access to the site will be restricted and passes will be issued by Bluegrass Station; no foreign nationals will be allowed on site. All contractors, suppliers and others working on this project are responsible for their employees' conduct and all shall be confined to the project site unless granted access otherwise by Bluegrass Station.
 - b. The specific building site is located in a secure area that is patrolled by Bluegrass Station's contract security contractor; all access is granted and coordinated through that entity and Bluegrass Station. See attached Contractor's Procedures Guide (Exhibit B).

- c. All construction traffic, including materials deliveries, will generally access the site via Gate 5, "the rear gate entrance", (west end) off Huston-Antioch/Ware Road (3170 Huston-Antioch Road) and be restricted to that area of Bluegrass Station unless directed otherwise.
- d. Construction employees' parking will be restricted to the building site, parking lot A or as designated by Bluegrass Station administrative/maintenance officials.

➤ Utilities:

- a. Existing utility infrastructure components such as power, sanitary sewer, domestic water, fire suppression water and communications conduit are located in close proximity to the project site. Bluegrass Station will assist Offeror in obtaining temporary power and water services required for construction activities – at no cost.
- b. All existing overhead electrical utility lines and poles and underground utilities currently on the site will have been relocated, removed, capped and/or abandoned in place, under a separate contract, by Bluegrass Station prior to construction start-up of this project.
- c. Storm sewer piping and components do exist at and around this project site and are to be utilized for removal of storm water runoff from this project. All storm water components will be designed and constructed as part of the site and topography and be acceptable to the authorities having jurisdiction and shall not create any extreme run-off conditions. The successful Offeror's design team shall be responsible for final storm water analysis, design and construction. Bluegrass Station has evaluated existing storm drainage components within and around the site, including the potential building storm drainage impact, and has developed a conceptual plan for managing and upgrading of those components. See the attached Preliminary Conceptual Site Plan (Exhibit A).
- d. The nearest existing sanitary sewer main (recently relocated and reconstructed) runs parallel to the east shoulder of 2nd Avenue –The invert of that manhole is at approximately 944.19 (to be field verified).
- e. The nearest existing natural gas line runs parallel to the north shoulder of L Street, north of the building site. Columbia Gas will tap the existing line and install the service line to the building; install a meter set which includes the meter and regulator. Offerors shall be responsible for contacting and coordinating this work with Columbia Gas to provide a complete installation.
- f. A domestic water line runs along the north side of L Street and is available for tapping into for the new building (coordinate tap with Bluegrass Station maintenance personnel). Install a water meter at the building. Provide and install isolation valves to allow future control of associated lines to this building.
- g. A 12" PVC fire suppression water line runs along the north side of L Street. Provide and install isolation valves to allow future control of associated lines to this building.
- h. Four (4) 3" PVC communication conduits run along the north side of L Street with a new pull box located at the north side of L Street and east of the existing driveway to Building 195.

- i. A primary power (4160 volt – w/397 wire size) line runs along the north side of L Street. The Offeror shall provide a step-down, pad mount, transformer as required and extend and underground service line to the building, if reasonably possible, to a meter at the building service entrance. Provide and install the appropriate electric meter.
 - j. Portable sanitary facilities shall be provided by and at the expense of the Offeror.
 - k. 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 provided by and at the sole expense of the Offeror.
 - l. Temporary power will be available through coordination with Bluegrass Station. Any portable electrical power that may be needed to outlying locations of the site shall be provided by and the expense of the Offeror.
 - m. All permanent communications, building emergency systems monitoring and security wiring, devices and related components are to be installed by and at the expense of the Offeror. The conduit is not empty; Bluegrass Station will provide fiber or copper infrastructure to applicable manholes/pull stations. The Offeror is responsible for all Telecom copper and/or fiber optic lines and connections from the building's main distribution panel to existing pull boxes and/or manholes north of the project site at L Street. This work shall be coordinated the building tenant's IT technicians and vendor.
- Coordination:
- a. Coordinate all design and construction procedures/activities in advance with Bluegrass Station's Administrative and Maintenance Points of Contact (POC).
 - b. Coordinate all natural gas system design, supply and service connections with Columbia Gas Company, as needed to make connections to existing distribution line at the north side of L Street – north of the proposed Building 102.
 - c. Coordinate all other utilities installation and service connections with Bluegrass Station's Administrative and Maintenance Points of Contact (POC).

Building Code Requirements and Compliance:

- 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 General Requirements of this RFP. 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.
- Completion of the project shall be based on the receipt of a "Certificate of Occupancy" 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

- Coordinate all design documents reviews and field inspection activities with the Department of Housing, Buildings and Constructions and other applicable Authorities Having Jurisdiction. Note: Reviews and inspections and jurisdictional responsibilities normally required by Lexington Fayette Urban County Government, within Fayette County, do NOT apply to Bluegrass Station projects except as assigned directly by the Department of Housing Buildings and Construction.
- Compliance with the Americans with Disabilities Act compliance is also required for all interior and exterior attributes of the project.
- Installation of a 100% coverage sprinkler system in accordance with the current KBC & NFPA and UFC requirements – the sprinkler system shall be designed to accommodate ESFR heads.
- All other applicable regulatory requirements issued by the authorities having jurisdiction.
- Additional design and construction requirements meeting the Department of Defense Unified Facilities Criteria:
 - a) UFC 1-200-01 General Building Requirements
 - b) UFC 3-320-06A Concrete Floor Slabs on Grade Subjected to Heavy Loads
 - c) UFC 3-580-01 Telecommunications Building Cabling Systems Planning and Design
 - d) UFC 3-600-01 Fire Protection Engineering for Facilities
 - e) UFC 4-010-01 DoD Minimum Antiterrorism Standards for Buildings
 - f) UFC 4-610-01 Administrative Facilities

UFC 4-010-01 DoD Minimum Antiterrorism Standard for Buildings Summary of Key Applicable Requirements (Note: This list is not all inclusive, please refer to UFC for additional details:

- Standard 1: Occupied portions of Building 102 must be minimum of 23 feet from edges of roadways, parking areas and trash containers.
- Standard 2: All space between roadways and parking areas must be clear of all objects higher than 6 inches.
- Standards 3-9: Not Applicable
- Standard 10: All windows and skylights must use laminated glass.
- Standard 11: Not Applicable
- Standard 12: Non-glazed doors must meet standards of ASTM F 2247. Glazed doors must use laminated glass, see Standard 10 above. Doors should be located so they are not propelled into occupied space.
- Standard 13: Building 102 is planned to have Mail Room included. It must be located on an exterior wall and as far away from occupied areas as possible.
- Standard 14: Access to the roof must be gained from the interior of the building.
- Standard 15: Overhead mounted equipment must be fastened so as to prevent them from falling on persons below.
- Standard 16: Air intakes for heating, ventilation and air conditioning must be located at least 10 feet above the ground. When equipment rooms have vents, the interior wall construction shall be equal to the exterior walls.
- Standard 17: Mail Room must have a separate dedicated air ventilation system from the rest of the building. Heating and cooling systems for the building may serve the Mail Room however; the airflow system for the Mail Room must be separate from the rest of the building. The Mail Room must have a separate exhaust system with a negative pressure/exhaust capabilities; separate controls and switching is required.

- Standard 18: Building 102 must have an emergency shutoff switch on the HVAC control system to completely shut down air distribution throughout the building. The emergency shutoff switch(s) must be centrally located and clearly marked for easy identification and access. All air intakes, relief air and exhaust openings must be provided with low leakage dampers which automatically close when the emergency shutoff switch is engaged. All air intakes, relief air and exhaust openings must be provided with low leakage dampers which automatically close when the emergency shutoff switch is engaged.
 - Standard 19: All overhead mounted fixtures (pipes, ducts, etc.) must be secured to prevent them from falling on persons below.
 - Standard 20: Not Applicable
 - Standard 21: Not Applicable - Building shall have a Mass Notification System but it will be installed by the building occupants upon completion of the building.
- The design and construction of the project will be coordinated with Bluegrass Station Division and in accordance with the Restriction on Communications section within this RFP. Coordination of utility connections locations and data available shall be the responsibility of the Commonwealth.

C. Programmatic Scope of Work:

General Requirements:

1. The building will be occupied daily by an estimated total of 180 persons in both the Administration/Operations/Warehouse/Shipping-Receiving/Transportation areas.
2. Furniture, fixtures and equipment (FF&E) are **NOT INCLUDED** in this scope of work, as listed below. Examples of FF&E includes desks, chairs, computers, electronic equipment, business machines tables, lockers, bookcases, and moveable partitions.
3. Building tenants shall provide items such as: lockers; food prep equipment, tables and chairs; security system including badge readers; camera system including cameras and monitors; telephone system; computer network servers and modular furniture system with power/data systems access and components for office areas.
4. The Project includes construction of all asphalt drives, parking areas and concrete loading dock aprons throughout the project site and shall be designed to support the required traffic type for tractor trailer loading dock/receiving areas and shall meet the minimum requirements of the Kentucky Transportation Cabinet guidelines. (Note: Shipping & Receiving Loading Dock areas are to be concrete as required to support normal tractor trailer vehicles. See the Preliminary Conceptual Site Plan (attached Exhibit A).
NOTE: The parking lots shown to the west of the building site are NOT IN THIS CONTRACT and will be constructed by others at a later date.
5. Provide minimum building code compliant ADA parking and all associated ramps, walks, railing, horizontal and vertical signage in all asphalt paved parking areas. See the Preliminary Conceptual Site Plan (attached Exhibit A).
6. All parking spaces to include appropriate curbing and or wheel stops and painted striping for each individual space with directional signage as typically needed/expected. See the Preliminary Conceptual Site Plan (attached Exhibit A).

7. Building power system shall include all components required to accept connections for a future transfer switch and emergency generator to be provided by others. Emergency generators will NOT be provided/installed at this time.
8. Warehouse areas shall be designed to accommodate 'high pile – narrow aisle' design; maximum storage height is 25 feet from finished floor. Adequate clear area is required, by applicable building code(s), above shelving units (with stored materials) to install sprinkler piping and heads, light fixtures, ventilation equipment/components and the building roof structure; in-rack sprinklers are NOT required. The Warehouse area floor slab shall be designed to accommodate the weight of high pile – narrow aisle storage of Class 4 Commodities.

SPECIFIC BUILDING AND SPACE PROGRAM REQUIREMENTS:

This building will serve as a Receiving, Storage and Shipping facility and includes Administration/Operations/Warehouse/Shipping/Receiving/Transportation and related functional areas.

- Administration/Operations/Warehouse/Shipping-Receiving/Transportation Areas are to be constructed within the footprint of the 200,000 sf structure – See attached Preliminary Conceptual Floor Plan (Exhibit C).
- The square footage amounts listed below are bare minimums; sizes of spaces may be adjusted to accommodate efficient space allocations/locations in the overall plan.
- All exterior walls and roof planes shall be insulated to comply with the Kentucky Building/Energy Code.
- Special Note: The Administration/Operations area construction components shall be designed to accommodate future construction of a mezzanine/office area (Area over the NIDI Labe is not included). In other words, make it simple to construct and support a future mezzanine.
- Bluegrass Station will provide and install all code required fire extinguisher units and signage, including painted lines on the floor to designate fire extinguisher restricted area.

Interior Fit-Up Areas Required:

1. **Administration/Operations Area (See Item 9 below for Detailed Component and Finishes Requirements)**
 - a. Entry Area 1 vestibule - size per building code requirements
 - b. Entry Area 2 vestibule - size per building code requirements
 - c. Office L6a – 144 sf
 - d. Administrative Office – 156 sf, Dedicated 20a circuit for a printer
 - e. Quality Office – 205 sf
 1. 2 work stations
 - f. DCMA Office (Defense Contract Management Agency) – 240 sf
 1. 2 work stations, Dedicated 20a circuit for a printer
 - g. Property Administration – 120 sf
 1. 1 work station, Dedicated 20a circuit for a printer
 - h. IT Room 1 - 197 sf
 1. Independent HVAC system and controls
 2. 3 quad 110 volt / 20 amp electrical outlets – 1 on each wall – not the wall with entrance door.
 3. 1 – 30 amp 125 volt L5 – 30 twist lock outlet on wall opposite entrance door (dedicated circuit).
 4. 1 – 2" conduit interconnecting each of the 3 IT Closets.

5. See UFC 3-580-01 section 2-5.2 & Specifications Section 1.8
6. A networked device cannot be more than 220 ft. from an IT communications room.
- i. Electric Room – 195 sf
- j. Mechanical Room 1 – 204 sf
 1. Size may be adjusted based on actual equipment space requirements.
- k. Men's Toilet – size per building code requirements
 1. Locker provided/installed by others
- l. Women's Toilet – size per building code requirements
 1. Lockers provided/installed by others
- m. Matcon/Gold/LMA Office – 4,838 sf
 1. 37 work stations
 2. Ceiling height – 9'-0" a.f.f.
 3. Dedicated 20a circuit for a printer
- n. Office L6b – 120 sf
- o. Office L5a – 120 sf
- p. Office L5b – 120 sf
- q. Office L5c – 120 sf
- r. Conference Room A – 414.5 sf
 1. Provide/install stackable, folding wall panel system between Conference Rooms A&B.
 2. Dedicated 20a circuit for a printer
- s. Conference Room B – 414.5 sf
 1. Provide/install stackable, folding wall panel system between Conference Rooms A&B.
 2. Dedicated 20a circuit for a printer
- t. Break Room – 1,487 sf
 1. Provide power outlets/devices to support multiple vending machines, ice machines, microwave ovens and refrigerators at each corner of the room.
 2. A 2-compartment stainless steel sink w/faucet, drain and connections set in a 10 ft long plastic laminate covered base cabinet and countertop with doors/drawers, etc. and accompanying wall cabinets to match.
- u. IUID Lab – 982 sf (Item Unique Identification Lab) (*Function: Labels are made for materials and equipment items*)
 1. Must have HVAC,
 2. Exterior vented 4" exhaust w/650 CFM exhaust blower to create down draft at each laser table=84 in H2O.
 3. 35A, 110 vac-2, 110 vac-10
- v. NDI Lab – 5,000 sf (Non-Destructive Inspection Lab) (*Function: X-Ray and inspect armor plates and other similar items*)
 1. 3 separate light zones controlled by 3 separate switches/circuits (*some portions of the room need to be darker than other areas during product inspection/testing*).
 2. 5 - 20a/130 v circuits (dedicated) on north and east walls for X-Ray equipment cabinets.
 3. 8 - 15a/110v circuits – 1 each by each X-Ray machine.
 4. Dedicated 20a circuit for a printer
 5. 8'-0" wide by 10'-0" high roll up door with opener at the south wall.
 6. Ceiling Height – 11'-0" +/- a.f.f. to accommodate installation of existing x-ray equipment.
- w. Mechanical Room 2 – 219 sf
 1. Size may be adjusted based on actual equipment space requirements.
- x. IT Room 2 – 189 sf

1. Independent HVAC system and controls
 2. 3 quad 110 volt / 20 amp electrical outlets – 1 on each wall – not the wall with entrance door.
 3. 1 – 30 amp 125 volt L5 – 30 twist lock outlet on wall opposite entrance door (dedicated circuit).
 4. 1 – 2” conduit interconnecting each of the 3 IT Closets.
 5. See UFC 3-580-01 section 2-5.2 & Specifications Section 1.8
 6. A networked device cannot be more than 220 ft. from an IT communications room.
- y. Eye Wash Station 1 – space and fixtures per building/safety codes w/emergency shower and eyewash station w/floor drain
- z. Custodial Closet – 36 sf minimum
1. Provide /install floor receptor type mop sink, hot & cold water faucet for filling buckets, rack for mops and brooms and wall shelves for storage of cleaning materials.
 2. Provide/install powered ventilation
- aa. Protected Walkway West of Administrative/Operations Area - Construct a minimum 36” wide (or width as required by building code) pedestrian corridor/walkway with building code compliant protective safety railing to separate occupants from the adjacent forklift pathway along the west adjoining wall of the Administration/Operations Area.

2. Warehouse/Shipping-Receiving Area

- a. Shelving/Racks Area – space allocation per Preliminary Conceptual Floor Plan (Exhibit C)
- b. Forklift Charging 1 – 5 Stations
 1. Power requirements – 480 volt / 20 amp per each station
 2. Ventilation device(s) are to be installed as required by building codes.
- c. Eye Wash Station 2 – space and fixtures per building/safety codes w/ emergency shower and eyewash station w/floor drain
- d. Shipping – 9,000 sf
 1. The loading docks are to be standard-height docks with a full width concrete apron and designed to support a fully loaded (80,000 lb) 53 ft tractor trailer. The dock shall be equipped with an electrically operated dock leveler, dock trailer lights, dock lock, and weather seals.
 2. Four (4) industry standard loading docks and one (1) Shipping “city” dock for lower deck style trucks-UPS/Fed-X.
 3. Shipping Doors - provide/install a standard motorized coiling overhead doors with an open-type, roll-up security gate on the exterior of each opening.
 4. Dedicated 20a circuit for a printer
- e. Shipping Work Station – 20 sf minimum (not a room – standing work area only)
- f. Receiving – 9,000 sf
 1. The loading docks are to be standard-height docks with a full width concrete apron and designed to support a fully loaded (80,000 lb) 53 ft tractor trailer. The dock shall be equipped with an electrically operated dock leveler, dock trailer lights, dock lock, and weather seals.
 2. Four (4) industry standard loading docks and one (1) Receiving “city” dock for lower deck style trucks-UPS/Fed-X.
 3. Receiving Doors - provide/install a standard motorized coiling overhead doors with an open-type, roll-up security gate on the exterior of each opening.

- g. Receiving Work Station – 20 sf minimum (not a room – standing work area only)
- h. General Fit-Up Requirements in Warehouse/Shipping/Receiving Area – also see General Mechanical and Electrical Requirements:
 - 1. Maintain 31'-0" clear height inside at bottom of major structural members to accommodate high pile storage, light fixtures, sprinkler system piping and heads and clear height between stored materials and sprinkler heads.
 - 2. Warehouse floor to be steel trowel finish with concrete sealer able to support 3,000 lbs/sf dead load.
 - 3. Provide natural lighting design elements (translucent wall panels) into the walls of the structure in an economically feasible manner that is compatible with the proposed building design (translucent wall panels).
 - 4. Provide code compliant emergency exit doors throughout Warehouse Area as required.
 - 5. Provide/install 1- 20'-0" wide x 15'-0" high motorized coiling overhead door on the east side of the building just south of the Administration/Operations Area – provide/install an open-type security gate on the exterior of the opening and at the ramp on the south side of the building between the Shipping and Receiving areas.
 - 6. Shipping/Receiving Doors - provide/install an open-type security gate on the exterior of the opening and at the ramp on the south side of the building between the Shipping and Receiving areas.
 - 7. Provide/install "Big Ass Ceiling Fans" sized to sufficiently move air in the main aisle, above the floor storage area and Receiving/Shipping areas.
 - 8. Lighting – Lithonia I-beam 6 tube high output T-5 with sensors – 50-75 fc in finished spaces w/emergency/night lighting per NEC – or equal.
 - 9. Provide/install 2 industry standard interior roof access ladders to lockable roof hatches - one each in the northwest and southeast corners of the building – comply with UFC 4-010-01 DoD Minimum Antiterrorism Standards for Buildings
- i. Mail Room – 500 sf
 - 1. Provide/install a separate dedicated HVAC and air ventilation system. The Mail Room must have a separate exhaust system with a negative pressure/exhaust capabilities and separate controls and switching as required per UFC 4-010-01 DoD Minimum Antiterrorism Standard for Buildings.

3. Transportation Area (See Item 9 below for Detailed Component and Finishes Requirements)

- a. Office – 1,020 sf
 - 1. 8 Work Stations/Cubicles
 - 2. Dedicated 20a circuit for a printer
- b. Women's Toilet – size per building code requirements
 - 1. Lockers provided/installed by others
- c. Break Room 2 – 1,310 sf
 - 1. Provide power outlets/devices to support multiple vending machines, ice machines, microwave ovens and refrigerators at each corner of the room.
 - 2. A 2-compartment stainless steel sink w/faucet, drain and connections set in a 10 ft long plastic laminate covered base cabinet and countertop with doors/drawers, etc. and accompanying wall cabinets to match.
- d. Men's Toilet – size per building code requirements
 - 1. Lockers provided/installed by others

- e. Mechanical Room 3 – 189 sf
 - 1. Size may be adjusted based on actual equipment space requirements.
 - f. IT Room 3 – 219 sf
 - 1. Independent HVAC system and controls
 - 2. 3 quad 110 volt / 20 amp electrical outlets – 1 on each wall – not the wall with entrance door.
 - 3. 1 – 30 amp 125 volt L5 – 30 twist lock outlet on wall opposite entrance door (dedicated circuit).
 - 4. 1 – 2" conduit interconnecting each of the 3 IT Closets.
 - 5. See UFC 3-580-01 section 2-5.2 & Specifications Section 1.8
 - 6. A networked device cannot be more than 220 ft. from an IT communications room.
 - g. Forklift Charging 2 – 5 stations
 - 1. Power requirements – 480 volt / 20 amp per each station
 - 2. Ventilation device(s) are to be installed as required by building codes.
 - h. Eye Wash Station 3 – space and fixtures per building/safety codes w/ emergency shower and eyewash station w/floor drain
 - i. Custodial Closet – 40 sf minimum
 - 1. Provide /install floor receptor type mop sink, hot & cold water faucet for filling buckets, rack for mops and brooms & wall shelves for storage of cleaning materials.
 - 2. Provide/install powered ventilation
 - j. Protected Walkway East of Transportation Area - Construct a minimum 36" wide (or width as required by building code) pedestrian corridor/walkway with building code compliant protective safety railing to separate occupants from the adjacent forklift pathway along the east adjoining wall of the Transportation Area.
4. **Sprinkler Riser Rooms** – specific locations and number of rooms are determined by final sprinkler system design/riser locations.
 - a. Construct steel studs and gypsum board walls and ceiling type room with hollow metal door, frame and secure hardware - as required for valve and pipe assemblies per building codes.
 - b. Provide/install light, heat and insulation in each room.
 5. **Corridors and Exit Ways** – length, width and location in relationship to occupied spaces shall be designed per applicable building codes.
 6. **Structural Column Spacing** – to coincide with shelving/racking spacing as shown – as closely as possible. Standard racking requires a 6 ft wide aisle and minimum 15 ft turning radius at the ends of each aisle. Bare base racking requires a 24 ft wide aisle and a minimum of 26 ft turning radius at the ends of each aisle. See attached conceptual floor plan.
 7. **Concrete Stoops/Landings** - at all exterior doors, provide code compliant stoops/landings, steps, ramps and related retaining walls and railing as required per each particular situation around the exterior perimeter of the building.
 8. **Future Fencing Location Requirements** – a secondary secure fence with an integrated cable/bollard barrier system is planned for the perimeter of the building/project site. The minimum set back distance between the exterior building perimeter and parking areas and other areas such as dumpster pads is 23 ft. See Preliminary Conceptual Site Plan (Exhibit A)

9. Interior Fit-Up Areas - Detailed Component and Finishes Requirements –
also see General Mechanical and Electrical Requirements:

- a. All exterior walls and roof planes shall be insulated to comply with the Kentucky Building/Energy Code
- b. The separation walls between and along the perimeter of the Administration/Operations & Transportation Areas and the Warehouse/Shipping/Receiving Areas shall be insulated to adequately to separate the climate control requirements of “Office vs. Warehouse” environments.
- c. All offices shall be carpeted and will have a 6” vinyl cove base to match (Preferred carpet is Mohawk, Function, color options 7559-Linkage, 7569-Network or equal).
- d. Unfinished floors in the Mechanical, Electric, Custodial, IT and Sprinkler Riser rooms shall be steel-trowel finish w/concrete sealer – a 6” vinyl cove base will be used at these locations.
- e. All walls, except for exterior walls in Warehouse/Shipping/Receiving Area, shall be painted (primer and 2 coats of eggshell finish latex paint), gypsum board on standard steel stud/framing, except as required by building codes for special conditions or rated construction. Provide solid blocking as required for installation of all cabinets, fixtures, and miscellaneous hardware and toilet accessories.
- f. All ceilings in the Administration/Operations & Transportation Areas shall be standard grade 4’x8’ suspended acoustical tile panels in standard grade suspended grid system.
 1. Mechanical, Electric, Custodial, IT and Sprinkler Riser room ceilings shall be of similar type except as required by building codes for special conditions or rated construction.
 2. Typical ceiling height in office areas is to be 8’-0”; ceiling heights in larger areas may be higher when the size of the space warrants the increased height and overall volume of the space or unless noted otherwise.
- k. All interior doors and frames shall be standard size hollow metal construction w/welded frames – no “half-glass” doors are required, only building code compliant “vertical vision panels”. (Note: Door frames from the Administration area to the Warehouse area shall have 12V DC fail-secure electric strikes in preparation for installation of card reader wiring and devices by the building occupant.)
- l. All exterior hollow metal components shall be galvanized and designed and constructed in accordance with UFC 4-010-01 DoD Minimum Antiterrorism Standards for Buildings. (Note: All door frames shall have 12V DC fail-secure electric strikes in preparation for installation of card reader wiring and devices by the building occupant.)
- m. All interior and exterior door hardware/locksets shall be compatible with “Best Access Systems”.
- n. Interior Windows - Provide/install hollow metal “borrowed light frames” with building code approved glass in walls between offices and interior corridors and warehouse area.
- o. Exterior Windows – Provide/install a minimum of one (1) operable and securable window unit in each office at exterior walls as is practical. All exterior windows shall be designed and constructed with laminated glass in accordance with UFC 4-010-01 DoD Minimum Antiterrorism Standards for Buildings.

- p. All Interior Fit-Up areas require electric zoned HVAC systems with a control for each major zone.
- q. Interior Lighting – Lithonia I-beam 6 tube high output T-5 with sensors – 50-75 fc in finished spaces w/emergency/night lighting per NEC – or equal.
- r. Each office requires power and data rough-in conduit, junction boxes and device components to support modular office furniture configurations (as shown on the Preliminary Conceptual Floor Plan. Supply points from above the ceiling for connection to furniture power poles is preferred; this is in addition to the installation of code required power outlets and other related components – flexibility for furniture is required.

GENERAL MECHANICAL AND ELECTRICAL REQUIREMENTS:

1. Wet-Pipe fire suppression sprinkler system – piping shall be sized to accept Early Suppression Fast Response (ESFR) sprinkler heads that may be installed in the future. Fire suppression per Kentucky State Building Code. *Note: “The sprinkler/fire protection system shall be designed and installed in accordance with NFPA and UFC requirements to accommodate high pile, narrow aisle storage of Class IV materials stored to a maximum height of 25 feet.”*
2. 15,000A, 207/480V electrical services and designed to accept a future transfer switch and emergency generator.
3. Building power system shall include all components required to accept connections for a future transfer switch and emergency generator to be provided by others. Emergency generators will NOT be provided/installed at this time.
4. Provide and install all emergency lighting fixtures per Kentucky Building Code.
5. Interior Lighting – Lithonia I-beam 6 tube high output T-5 with sensors and cold weather ballasts are preferred; however, alternate cost effective and efficient units will be considered – 30 fc throughout warehouse area and 50-75 fc in finished spaces or equal.
6. Electrical rough-in is required (conduit runs, drops, junction boxes, devices and copper wire) for typical low-voltage information technology and communications devices in all offices and other interior fit-up spaces/areas. This includes pathways/runs, components and making connections to the nearest IT Room.
7. Electrical rough-in is required (conduit runs, drops, junction boxes, devices and copper wire) in each Office, which is to have a minimum of 2 voice/data outlets and 2 power outlets in opposite locations in typical one or two-person offices. This includes pathways/runs, components and making connections to the nearest IT Room.
8. Electrical rough-in is required (conduit runs, drops and junction boxes) for security cameras and wiring for external camera locations at each personnel entry and loading docks; all locations to have conduit routed to the nearest IT Room. All wiring and cameras will be provided and installed by the building tenant.
9. Electrical rough-in is required (conduit runs, drops and junction boxes) for security access devices and wiring for ALL exterior personnel and overhead doors. Conduit and rough-in junction boxes may be surface mounted in the Warehouse Area only. All wiring and access devices will be provided and installed by the building tenant.
10. Install a 2” conduit from the IT Room (run underground) to the nearest existing communications pull box/manhole near the SE corner of the building.
11. Exterior lighting is to be mounted on the perimeter of the building (example: “wall pack” fixtures) to provide typical industry standard average lighting levels for parking and access purposes such as 5 fc at entrances, 1-2 fc at parking and 20 fc at loading docks and/or in compliance with authorities having jurisdiction. Considerations should be made to not “flood” adjacent buildings or parking lots.

12. Exterior lighting. *SPECIAL NOTE: ALL exterior light fixtures and circuitry shall be designed to allow all fixtures to be manually "turned-off" when needed – provide a separate and labeled switch inside the designated mechanical/electrical room.*
13. Mass Notification System shall be designed, provided and installed throughout the building in accordance with UFC 4-021-01 Design and O&M: Mass Notification Systems and UFC 4-010-01 DoD Minimum Antiterrorism Standards for Buildings.
14. Power ventilation is to be accomplished with the installation of thermostatically controlled exhaust ventilators at the upper part of the walls (not roof mounted) with interconnected thermostatically controlled louvered vents near the base of the walls (at floor level) to introduce fresh air into the building. The louvers and vents shall have manual override controls in addition to the thermostatic controls.
15. Emergency HVAC Shutoff Controls – Per UFC 4-010-01 Minimum Antiterrorism Standards for Buildings; the ALL systems in the building shall completely shut down air distribution throughout the building. The emergency shut-off switch(s) must be centrally located and clearly marked for easy identification and access. All air intakes, relief and make up air and exhaust openings must be provided with low leakage automatic dampers that automatically close when the emergency shutoff switch is activated.
16. Heat in Warehouse shall be electric or gas-fired radiant heating fixtures sufficient to heat the floor to a maximum temperature of 68 degrees. Note: Gas-fired "Cambridge Engineering, Inc." radiant overhead system is preferred; however, the goal is to warm the tenants and prevent wet sprinkler system components from freezing; an "or equal" manufacturer may be acceptable. More efficient system/components may be considered, if proven to be more cost effective.
17. Air conditioning is NOT required in the Warehouse/Shipping/Receiving area.
18. All plumbing fixtures are to be standard grade, wall mounted type, with reinforcing and support components in walls.
19. Provide electric water coolers throughout – per Kentucky Plumbing Code – install at least 50% more units than required by code in Warehouse/Shipping/Receiving area.
20. Sanitary sewer (house sewer) to be extended to existing Bluegrass Station service line located west of the building site at 2nd Avenue.
21. Provide and install isolation valves in domestic and fire suppression water lines throughout the building to allow future control for repairs and replacement without "shutting down" the entire building.
22. Provide/install water meter at service line point of entry to the building.
23. Provide/install electric meter at service line point of entry to the building.
24. All hallways/corridors shall have a minimum of 2 duplex, 110v/20A receptacles.
25. All administrative areas shall have a duplex, 110v/20A receptacle every 8ft on open walls.
26. All cubicles will be a maximum of 2 per circuit.
27. Provide 20% spare capacity in all electrical panels.

NOTE: the Commonwealth does not expect any changes/add-ons/change orders to structure detailed in this solicitation.

THE COMMONWEALTH OF KENTUCKY/BLEUGRASS STATION SHALL PROVIDE THE FOLLOWING:

- a. Property description and plat or lease description to Offeror
- b. Property & Casualty Insurance (COK/DMA/State Fire and Tornado Insurance Fund) after construction
- c. Preliminary Geotechnical Exploration Reports
- d. Preliminary Conceptual Site/Building Plans
- e. Utilities to the building site – ready to connect to by the Offeror

1. Electric power
2. Sanitary power
3. Domestic water
4. Fire suppression water supply
5. Communications conduits
6. Copper and fiber communications lines in conduit

D. Prevailing Wages

The successful Offeror is obligated to adhere to the prevailing wages laws (KRS 337.530-337.550) for one hundred percent (100%) of the entire project at Bluegrass Station. See attached wage rates, as Exhibit F; these are for ***informational purposes only***. The attached wage rates are "not an official document." **Offeror is solely responsible for contacting the Labor Cabinet for official wage rates.**

E. Exterior

As indicated in Requirements

F. Infrastructure Items

Infrastructure items are defined as roads, electric service, wastewater, potable water, fire protection water supply, fiber optic and telephone lines.

G. 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.

H. Proposed Lease/Construction Site and Subsurface Conditions

The Commonwealth has designated approximately 4.59 acres at Bluegrass Station, with a plat attached hereto as Exhibit D for the location of the Project. The Offeror is responsible for all other due diligence investigations, including sub-surface conditions, and all costs associated therewith, at the designated site.

I. Warranty of Suitability

The Commonwealth makes no guaranty or warranty, either expressed or implied, with respect to the property upon which the Project will be located. Offeror shall not be responsible for environmental conditions caused or created by the Commonwealth or pre-existing environmental conditions.

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.

J. Early 'Buy-out' of Lease

In the event the Commonwealth does not lease the improvements for the full term, including renewals, set forth by the Offeror in its bid, the Commonwealth shall pay to the Offeror the balance of the total cost of erection of the building and appurtenances not amortized by payments of rent previously made by the Commonwealth.

Offerors may propose alternative financing structure; however, the annual lease price is fixed. Only the term may vary and said term is the primary determinate for selection (the shorter the better).

Offerors must submit an amortization schedule with their proposals. No prepayment penalty is allowed. Any amount required by the lender should be incorporated in an Offeror's proposal by adding additional months to the term of the lease.

Using the oral presentations, an agreed cost of construction will be established between the Offeror and the committee. If the lease term is considered inordinately longer than a reasonable amortization schedule, competitive negotiations will be entered into with the short list of three Offerors, through best and final offers. This negotiation will use actual costs and terms, provided by the Offerors, as a starting basis for award and buyout during these competitive negotiations.

V. Lease-Back Lease Terms and Conditions

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) any best and final responses submitted by the Successful Offeror, (4) the lease from the Commonwealth to the Offeror (the "Ground Lease"), and (5) the building lease (lease-back agreement) from the Offeror to the Commonwealth. In the event of a conflict in language between the documents referenced above, the provisions and requirements set forth and/or referenced in the RFP shall govern. 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. In all other matters not affected by the written clarification, if any, the Request for Proposals shall govern.

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 Department of Military Affairs, 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 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 shall be brought in Commonwealth of Kentucky administrative or judicial forums. Venue will be in Franklin County, Commonwealth of Kentucky.

B. Lease-Back Lease Agreement

The lease shall provide for an initial lease term, commencing the date the building and improvements are accepted for occupancy 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 Lessee, 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, until the original term of the lease has been extended for a total number of years to be agreed upon by the parties, and as offered by the Successful Offeror. The rental, 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 and improvements. 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 lessee may, at the expiration of the original or any extended term, purchase the building and improvements at a stated price, which shall be the balance of the total cost of erection of the building and improvements not amortized by the payments of rent previously made by the lessee. The lease shall provide that in the event of the exercise of the option to purchase the improvements or in the event the lease has been extended, and all rents and payments provided for in the lease have been made, all right, title and interest in the improvements shall vest in the Commonwealth of Kentucky

Any development will be made subject to all rights of the U.S. Government under the deed of conveyance to the Commonwealth filed of record in DB 2835, PG 242. All of the provisions of said deed and any other matters of record shall be binding upon both parties. The Offeror shall abide by all rules and regulations which may be promulgated by the Commonwealth of Kentucky and Military Affairs/Bluegrass Station, 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 necessitate that the Commonwealth enter into contracts that will cross at least one, and sometimes several biennia. 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

Construction of the warehouse will be commenced immediately upon award of contract and execution of the lease. The successful Offeror shall be required to obtain any and 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. Bluegrass Station will facilitate review process with Department of Housing Building and Construction and Finance's Division of Engineering and Contract Administration will be required. Offeror's construction documents are expected at DHBC on or about February 3, 2014.

Substantial Completion is February 6, 2016, Final Completion date is February 27, 2016, with Occupancy expected by March 1, 2016. Final Completion date is December, 2014. 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. (Note: it is the Commonwealth's intent to strictly adhere to the construction completion schedule.

The first of the monthly rental payments by the Commonwealth shall be due to the Offeror at this time; first lease payment shall be made at occupancy. Lease payments shall be made monthly, in arrears.

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.

1. Offeror shall substantially complete the Work not later than outlined in the Approved Schedule"). The number of calendar days between the effective date of the Contract and the Scheduled Completion Date/Final Completion Date is the "Contract Time". Offeror shall achieve Final Completion of the Work as outlined in the Approved Schedule.
2. Liquidated Damages For Delay In Substantial Completion: Offeror shall pay the Commonwealth the sum of \$2,000.00 per day for each and 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 an estimate of 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 not longer applicable as liquidated damages.
3. Liquidated Damages For Delay In Final Completion: If Offeror fails to achieve Final Completion as outlined in the approved schedule, the Offeror shall pay Commonwealth the sum of \$500.00 per day for each and every calendar day of unexcused delay in achieving Final Completion beyond the date set forth herein for Final Completion of the Work. Any sums due and payable hereunder by Offeror shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by Commonwealth. Such liquidated damages shall apply regardless of whether Offeror has been terminated by Commonwealth prior to Final 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 Final Completion. When Commonwealth reasonably believes that Final 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 Final 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. Time Is Of the Essence: All limitations of time set forth herein are material and time is of the essence of the Contract.

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 a reasonable reason for an extension of time.

Construction of the Project must be commenced within the approved schedule, and 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 Department of Military Affairs/Bluegrass Station Division and the Department of Facilities and Support Services. Requests for same shall be made in writing to the Department of Military Affairs and the Department of Facilities and Support Services/Finance and Administration Cabinet.

Should the Offeror, after commencing and during the construction/development phase of the Project, 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 Department of Military Affairs. Additionally, the deed from the Commonwealth to the successful Offeror shall contain a reversionary clause in favor of the Commonwealth, should the successful Offeror 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 Department of Military Affairs 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 rental consideration payable by the Commonwealth to the successful Offeror shall be \$3.77 per square foot (or \$754,000.00 per year) for the lease term, as proposed by the Offeror, in months. This base rental excludes utilities, janitorial services and maintenance beyond one year warranty and shall be due by the Commonwealth monthly, in equal payments to the successful Offeror.

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. Bluegrass Station will be responsible for any local (LFUCG) property tax and storm water fee.

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, materialmen 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 the Commonwealth's property or the Offeror's leasehold interest therein.

Furthermore, the Offeror shall not suffer or permit any mechanic's or materialman's lien to be filed against the Commonwealth's/Federal property or the Offeror's leasehold interest in the leased premises by reason of work, labor, services or materials supplied or claimed to be supplied to the Offeror. If a mechanic's or materialman's lien shall be filed against the leased premises or the Offeror's leasehold interest at any time, the Offeror shall cause the same to be discharged and released of record within thirty (30) days after the notice of filing competent jurisdiction or otherwise. If the Offeror, in good faith, disputes the validity or correctness of any such lien, then it may refrain from paying or causing the same to be discharged of record, but it shall diligently proceed to initiate and conduct appropriate proceedings to determine the correctness or validity of such lien. The Offeror shall not be deemed to be in default under this RFP while such proceedings of litigation are being conducted in good faith by it. However, if the Offeror fails to cause any such lien to be discharged within the period aforesaid, or fails to contest the same as provided above, then the Offeror shall be deemed to be in default of the lease which shall be a basis for termination of said lease.

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

During the course of the lease agreement or any renewal made in accordance with this RFP, 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 Department of Military Affairs and 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 the 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 such time as 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-lessee, and the agents

and servants of the Commonwealth, the Federal Government, or such suitable sub-lessee.

H. Hold Harmless

The Offeror shall indemnify and hold harmless the Commonwealth, and its sub-lessees, 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 sub-lessees, 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 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 or the Corps of Engineers 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 no 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

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 and penalties 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 materialmen'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.
2. Unless the project is exempt from the prevailing wage requirements of KRS 337.505-337.550, the Offeror's bond (s) shall include a provision that will guarantee the faithful performance and payment of the prevailing hourly wage as set forth in the schedule incorporated in the Contract.

N. Construction/Development (Plan Approval)

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

1. All construction/development plans will be submitted to and must have prior approval of the Finance and Administration Cabinet, Department for Facilities and Support Services, and the Department of Military Affairs 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 of the project such that:
 - (a) Increases environmental performance and economic value over time;
 - (b) Safeguards the health of occupants;
 - (c) Enhances satisfaction and productivity of workers through energy-efficient systems;
 - (d) Incorporates environmentally friendly materials and products; and
 - (e) Reduces waste;
3. Plan approval must be obtained from the state Department of Housing, Building and Construction. All fees 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 and the Department of Military Affairs 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 and the Department of Military Affairs, along with "as built" plans.

4. The Department for Facilities and Support Services and the Department of Military Affairs 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 name and position of the person so designated shall be reported to the architect by the Offeror.

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 Military Affairs 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. Casualty Insurance

During the term of the lease agreement, the Offeror shall maintain, at the Offeror's sole expense, fire and extended coverage insurance, including theft and vandalism, covering the proposed development in an amount equal to its full replacement cost value. Bluegrass Station shall carry and maintain during the term of the lease, at Bluegrass Station's sole cost and

expense, fire and extended coverage excluding contents. Said insurance shall name the Offeror as additional insured. Certificates of such policies shall be available to the Offeror within thirty (30) days of the beginning and prior to the expiration of the term of each policy. Renewal or additional policies shall be obtained and maintained by Bluegrass Station in like manner and to like extent. All policies of insurance must contain a provision that the company writing the policy will give the Offeror thirty (30) days advance written notice of any cancellation or lapse of the effective date or any reduction in the amounts of insurance.

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

Unless otherwise specified, Bluegrass Station will manage and maintain the leased property. Offeror is entitled to inspect the property annually during the lease term in coordination with Bluegrass Station. All state inspections will follow existing procedures for Bluegrass Station. Offeror will be furnished copies of state inspections such as state fire marshal inspection results. Maintenance of the building by Bluegrass Station shall exclude construction warranty items; warranties typically cover one year after acceptance of the building.

R. Title to Land and Improvements Upon Expiration or Termination

During the term of the Ground Lease, the lease-back lease agreement, and any renewals thereof, title to the land shall remain with the Commonwealth of Kentucky. All buildings, structures, additions, changes and other improvements, including fixtures, erected or placed on the leased premises, shall remain the property of the successful Offeror, until such time as the Ground lease and lease-back lease agreement expires or until same are terminated.

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

Bluegrass Station and the successful Offeror shall procure respective necessary permits, licenses, and certificates which are required by state laws, and abide by all applicable laws, regulations, and ordinances of all federal and state governments.

The Offeror shall conform to operational standards of the Bluegrass Station Division and to all bona fide rules, procedures pertaining to same as may be promulgated by the Department of Military Affairs.

U. Right of Entry

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

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 shall be declared in default and the contract and lease 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;
- (a) The effective date of termination;
- (b) The extent of termination; and
- (c) 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/Offeror 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.

Termination for Convenience of the Commonwealth.

Although the Commonwealth of Kentucky retains the right to terminate any lease of property pursuant to K.R.S. 56.806(6), it is extremely unlikely this right would ever be invoked with this Project. Furthermore, as a part of this solicitation, the Commonwealth is committing to reimbursing the Offeror the full amortized cost of the improvements constructed hereunder by the Offeror as a part of any early termination of the lease. This payment by the Commonwealth to the Offeror of an amount sufficient to fully compensate the Offeror for the amortized cost of the improvements alleviates the risk posed to the Offeror due to this statutory provision.

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 the premises are destroyed by fire or other casualty, 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 O 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 law of the Commonwealth, and that by entering into the resulting Lease Agreement 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.

AB. Access to Books

The contractor, as defined in KRS 45A.030 (9), agrees that the Department of Military Affairs, Bluegrass Station, 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.

VI. Proposal

A. Schedule:

On or about November 5	Advertise Request for Proposals (RFP), with recommended schedule
On or about November 19	Pre-proposal conference with all interested parties – review lease and construction issues
On or about December 3	All inquiries submitted by Offerors to Buyer
On or about December 10	Official answers to all inquiries issued by Addendum to RFP
On or about December 16	Receive proposals (Phase I – Qualifications and Experience)
On or about December 19	Selection committee meets to select short list of Offerors
On or about January 5	Receipt date for questions from selected short listed Offerors
On or about January 12	Official answers to short list
On or about January 26	Receive proposals (Phase II) from short list
On or about January 30	Selection committee receives oral presentations, including construction documents ready for review (Phase II – Technical Proposal & Revenue Payable to the Commonwealth)
On or about February 3	Select winner, forward construction documents ready for review to DHBC for review and approval.
On or about February 5	Award ground lease
On or about February 19	Receive approved construction documents from HBC; advise successful Offeror to begin work
Completion Dates:	February 6, 2016 is substantial completion date and final completion date is February 27, 2016 . Occupancy is expected by March 1, 2016

A. General Information:

The Division of Real Properties shall provide adequate public NOTICE of RFP and notice of materials to be provided to assist firms in responding to RFP, to include RFP and proposed evaluation sheet. NOTICE shall also set time/date for response to public NOTICE. A firm or representative of a firm shall respond on or before the time/date established and response shall be in the form determined by Real Properties, providing firm's name and address. All responses submitted on or before designated time shall be opened, publicly read, or posted and kept on file. **A FIRM WHICH FAILS TO MEET THE DEADLINE OUTLINED IN THE INITIAL NOTICE or the RFP SHALL BE BARRED FROM THIS PROCUREMENT PROCESS.**

The Commonwealth will conduct a comprehensive evaluation of proposals received in response

to this Request for Proposals. This evaluation will be conducted by a committee, as determined by the Division of Real Properties, comprised of representatives from the Department of Military Affairs, the Finance and Administration Cabinet, and other resource agencies and/or private sector entities. Items to be given specific attention during the evaluation process are as follows:

- Narrative of design intent and approach to the Project.
- Financial – including, but not limited to, the Offeror's ability to provide financial backing for the Project
- Background and relevant experience, including references
- Revenue payable by the Commonwealth to the Lessor (note: the rental the Commonwealth shall pay to the Lessor is \$3.77 per square foot excluding utilities and janitorial services. Maintenance beyond one year warranty, utilities and janitorial services are the responsibility of the Commonwealth of Kentucky. The evaluation of this bulleted item shall concentrate on whether the Offeror's proposal meets the per-square-foot lease rate and the lease term in months, as proposed by Offeror.
- Benefit to be derived by the Commonwealth.

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 **five (5)** complete copies of proposal document and all attachments.

The following is a checklist of documentation/items that MUST be included in a Phase I response and a Phase II response; otherwise, your proposal will be deemed non-responsive to this solicitation:

PHASE I:

- 'Commonwealth of Kentucky Solicitation' for Phase I, filled out and signed
- Transmittal Letter
- Narrative of Design Intent
- Corporate Background and Experience
- Financial
- Affidavit, RFP page 49
- Violations pursuant to KRS 45A.485, RFP page 51, verified by Real Properties through the Department of Labor
- Sworn Statement regarding Campaign Finances, RFP page 58
- MBE Participation Form, Exhibit G
- Ownership Disclosure Form, Exhibit H

PHASE II: one response per Offeror; but in two components, namely “Technical Proposal” and “Financial” Submittal

‘Commonwealth of Kentucky Solicitation’ form for Phase II, filled out and signed

\$5,000 Proposal Guaranty

Technical Proposal

Tab A: Transmittal Letter

Tab B: Project Approach and Required Drawings and Documents

Financial Data and Benefits to KY (page 46 of RFP)

Amortization Schedule

Proof of Bonding

**B. PHASE I – CONTENT AND FORM
QUALIFICATIONS AND EXPERIENCE**

(Phase 1 shall be submitted in initial response by December 16, 2014, at 4:00 P.M.)

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

➤ 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 statement identifying all addenda to the RFP issued by the Commonwealth and received by the Offeror. If no addenda have been received by the Offeror, a statement to that effect should 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.

➤ Narrative of Design Intent

This section shall clearly and succinctly describe the Offeror’s approach to this Project. Issues such as design intent, and coordination with and benefits to the Commonwealth and the Department of Military Affairs, should, at a minimum, be addressed. This section should also specifically identify the composition of Offeror’s proposed design/build team, including names of individuals working on the project. 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 this project.

➤ 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 the proposal is submitted by an individual, the same type of information will be required.)

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 its proposed project (including design and construction) will be financially viable to its organization or team. 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.

PROPOSALS, PHASE I, SHALL BE EITHER MAILED OR DELIVERED BY December 16, 2014, at 10:30 A.M. TO:

Nancy E. Brownlee or Natalie Brawner, Division of Real Properties
Finance and Administration Cabinet
3rd Floor – Bush Building
403 Wapping Street
Frankfort, Kentucky 40601

C. PHASE II – CONTENT AND FORM BY JANUARY 26, 2015 @ 4:00 P.M.

TECHNICAL PROPOSAL AND REVENUE PAYABLE TO COMMONWEALTH

1. General Requirements

As indicated in Section A of this Request for Proposals, the selection process is being conducted in Two (2) Phases.

Once the short list of three is determined, those three (3) respondents shall provide the following information based on instructions from the Procurement Officer, Division of Real Properties. The Procurement Officer will set a date and time for receipt of Phase 2 responses. The Phase 2 responses are due within two weeks of notification of the short list of three. In addition to the Commonwealth of Kentucky's Solicitation Form (see Exhibit I), respondents are to submit one response for Phase 2 but in two separate components; namely, Technical Proposal and Financial Submittal. Phase 2 responses shall be received prior to scheduling the oral presentations.

Five (5) copies of the Phase 2 Technical Proposal and Financial Data, as follows:

The outside cover of the package containing the Technical Proposal shall be marked:

Commonwealth of Kentucky
A 200,000 SF Administration/Operations/Warehouse/Shipping-Receiving/Transportation
Building and Related Site Work and Infrastructure
Bluegrass Station Division, Lexington, Kentucky
Design/Build/Finance/Maintain
Technical Data/Submittal Phase 2
RFP#121614
Name of Offeror

The outside cover of the package containing the Financial Data Submittal shall be marked:

Commonwealth of Kentucky
A 200,000 SF Administration/Operations/Warehouse/Shipping-Receiving/Transportation
Building and Related Site Work and Infrastructure

Bluegrass Station Division, Lexington, Kentucky
Design/Build/Finance/Maintain
Technical Data/Submittal Phase 2
RFP#121614
Name of Offeror

Proposals, Phase II shall be either mailed or delivered to:

Nancy E. Brownlee or Natalie Brawner
Finance and Administration Cabinet
Division of Real Properties
3rd Floor - Bush Building
403 Wapping Street
Frankfort, Kentucky 40601

Phase II The information required to be submitted with your response will be bound with tabs designating sections as noted below:

◆ (TAB A): Transmittal Letter

The transmittal letter shall be on the Respondent's official business letterhead. It shall include the following, in the order given:

- 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 Respondent's proposal.
- An itemization of all materials and enclosures being forwarded collectively in response to this RFP.
- A reference to all RFP addenda received from the Commonwealth (by addenda issue date), to ensure that the Respondent is aware of all such addenda in the event there are any; if none have been received by the Respondent, a statement to that effect shall be included.
- 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.
- A statement specifying the Offeror's contract manager, address, phone and fax number.
- The letter shall be signed by the person with the authority to bind the Offeror, answer questions, and provide clarification concerning the proposal.

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

- Provide written and graphic description of Offeror's approach to this project.
- Composition of Design/Build Team shall be the same as submitted in the Offeror's Phase I Proposal. If any additional subcontractors have been added to the Design/Build Team for this Phase II submittal, identify those subcontractors with name, address, phone number and specific trade experience.
- Drawings and Documents to be submitted shall be completed to a "review ready" design level. The following documents shall be submitted as a minimum.

a. Site Plan

1. Coordination of utility hookups, both for location and data available shall be the responsibility of the Commonwealth.

- a. A copy of the Commonwealth's Preliminary Conceptual Site plan will be provided to all Offerors for incorporation of site elements and components into the proposed building design plans. (See *Site Considerations Section C. Programmatic Scope of Work* for detailed information.)
- b. A Utilities Site Plan and/or a written description will be provided to all Offerors for incorporation of site utilities connections into the proposed building design plans. (See *Section B. Site, Architectural Design Goals, and Performance Specifications – General Project Information – Utilities*).

- b. Floor plans of primary building (see list below) at 1/8" = 1'-0" showing all rooms, walls, columns, door swings, plumbing fixtures, built-in millwork and other features and spaces which fully describe the various building architectural features. Floor plans shall describe overall dimensions and sizes of major spaces. An economical structure is desired. Column spacing must not adversely affect shelving configurations.
 - c. Elevations of facade of building at 1/8" = 1'-0". Include notation of finishes, as well as overall dimensions and height.
 - d. Building Sections of building 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 the 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 atmosphere of Bluegrass Station.
- Ownership: The Division of Real Properties, for itself and such others as it deems appropriate, will have unlimited rights to all information and material developed and furnished to the Division of Real Properties. 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 Respondent. All text, electronic digital files, data and other products generated shall become the property of the Division of Real Properties.

Revenue Payable by the Commonwealth

The rental consideration payable by the Commonwealth to the successful Offeror shall be \$3.77 per square foot (or \$754,000.00 annually) for a lease term, in months, as proposed by the Offeror. This base rental excludes maintenance beyond the one year warranty, utilities and janitorial services and shall be due by the Commonwealth monthly in equal payments monthly to the successful Offeror. Offeror must fill out and return following page with Offeror's proposal.

THIS SECTION MUST BE FILLED OUT AND RETURNED IN A SEPARATE ENVELOPE FROM ALL OTHER MATERIALS, WITH PHASE II FINANCIAL PROPOSAL MATERIAL, AND MARKED "Financial Data and Benefits to Kentucky (page 46 of RFP)".

FINANCIAL DATA AND BENEFITS TO KENTUCKY (SCHEDULE):

OFFEROR MUST FILL IN (BELOW) NUMBER OF MONTHS FOR PROPOSED LEASE TERM:

\$3.77 PER SQUARE FOOT, EXCLUDING UTILITIES AND JANITORIAL SERVICES, FOR

_____ MONTHS (\$3.77 x 200,000 SF = \$754,000/YR)

Signed: _____

Firm: _____

Date: _____

VII. SCORING AND PROJECT AWARD

Each evaluator will independently score the proposals, first Phase 1 and then Phase 2-the Short List of three (3). The Committee will select a chairman 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 of the Short List of three (3) Offerors. Cost for oral presentations will be the responsibility of the three-(3) Offerors. Date and time of oral presentations will be determined by the Procurement Officer. Oral Presentations will be a maximum of thirty (30) minutes in length with an additional fifteen (15) minutes for questions from the Committee.

The evaluation criteria and weight for each, Phase 1 is as follows:

- | | |
|---------------------------------------|------------------|
| ◆ Narrative Design | 30 – Max. Points |
| ◆ Corporate Background and Experience | 35 – Max. Points |
| ◆ Financial | 35 – Max. Points |

TOTAL MAXIMUM POINTS 100 points

Each Committee Member will score each criterion and indicate a total score. An average score from the Evaluators will be calculated.

The Respondents with the three (3) highest total average scores will make up the Short List of three (3) and shall proceed to Phase 2 portion of the RFP process.

The evaluation criteria and weight for each, Phase 2, short list of three (3) is as follows:

- | | |
|---|-------------------|
| ◆ Project Approach and Required Drawings and Documents | 100 – Max. Points |
| ◆ OFM Evaluation of proposal, <u>to be scored by Office of Financial Management</u> , within the Finance & Administration Cabinet * | 50 – Max. Points |
| ◆ Oral Presentation Score | 50 – Max. Points |
| ◆ Financial Data and Benefits to Kentucky (page 46 of RFP) <u>to be scored by Commonwealth Buyer</u> ** | 50 – Max. Points |

TOTAL MAXIMUM POINTS 250 points

SEE FOLLOWING PAGE FOR EXPLANATION OF SCORING CERTAIN CRITERIA!

***The Offerors' financial information [evidence that the completion of its proposed project (including design and construction) will be financially viable to its organization or team] will be reviewed by the Office of Financial Management, within the Finance and Administration Cabinet for a score by that office of up to 50 points.**

**** The Offeror, whose proposal has the shortest lease term, will be awarded 50 points. This score will be calculated by the Commonwealth Buyer. The Offeror with the next shortest lease terms will be awarded points as in the example below.**

(Example only):

Shortest lease term: 185 months = 50 points

Next shortest lease term: 273 months = $185/273 \times 50$ points = 34 points (rounded)

Next shortest lease term: 302 months = $185/302 \times 50$ points = 31 points (rounded)

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

Solicitation: RFP#121614

REQUIRED AFFIDAVIT FOR OFFERORS AND CONTRACTORS

PAGE 1 OF 2

FOR BIDS, PROPOSALS, AND CONTRACTS IN GENERAL:

- I. Each Offeror swears and affirms under penalty of perjury, that:
 - a. In accordance with KRS 45A.110 and KRS 45A.115, neither the 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 the entity which he/she represents will not violate any provisions of the campaign finance laws of the Commonwealth.
 - b. The 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 swears and affirms under penalty of perjury that, to the extent required by Kentucky law, the entity bidding, and its affiliates, is 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 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 the gubernatorial slate elected in the election last preceding the date of contract award.
 - b. 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.

Solicitation/Contract: RFP#121614

REQUIRED AFFIDAVIT FOR OFFERORS AND CONTRACTORS

PAGE 2 OF 2

- c. 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 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#121614**

This form is applicable to all sealed bids for construction projects issued by the Finance and Administration Cabinet, Division of Real Properties 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
RFP #121614**

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	Preliminary Conceptual Site Plan
EXHIBIT B	Bluegrass Station Contractors' Procedures Guide
EXHIBIT C	Bluegrass Station Division - Preliminary Conceptual Floor Plan
EXHIBIT D	Property Plat
EXHIBIT E	Preliminary Geotechnical Exploration Report
EXHIBIT F	Wage Rates for <u>informational purposes only</u> --not an "official" document." <u>Offeror is solely responsible for contacting the Labor Cabinet for official wage rates.</u>
EXHIBIT G	Minority Business Enterprise Participation Form
EXHIBIT H	Ownership Disclosure Form
EXHIBIT I	Commonwealth of Kentucky Solicitation Form – Phase I
EXHIBIT J	Commonwealth of Kentucky Solicitation Form – Phase II
EXHIBIT K	DHBC Guidance on Partial Permits
EXHIBIT L	Draft Lease Back for Structure; Commonwealth as Lessee, Successful Offeror as Lessor
EXHIBIT M	Evaluation Score Sheets (Phase I and Phase II)
EXHIBIT N	Draft Land Lease Agreement; Commonwealth as Lessor, Successful Offeror as Lessee
EXHIBIT O	Phase I Environmental Site Assessment (ESA) – enclosed as CD

For hard copy of RFP or any of the attachments, please contact:

Nancy Brownlee or Natalie Brawner (502) 564-2111
Division of Real Properties
Nancy.Brownlee@ky.gov or Natalie.Brawner@ky.gov
502-782-0358 or 502-564-2111

END OF RFP#121614