REQUEST FOR PROPOSALS

FOOD SERVICES OPERATION

RFP#022916

FINANCE AND ADMINISTRATION CABINET

COMMONWEALTH OF KENTUCKY

The Finance and Administration Cabinet invites Offerors who have performed similar food preparation/operations to submit proposals to provide food services for the:

Office Building Currently Under Construction

On Sower Boulevard, Frankfort, Kentucky

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TABLE OF CONTENTS

I.	INTENT	3
II.	GENERAL RFP INFORMATION	5
III.	RELEVANT INFORMATION TO FOB FOOD SERVICES OPERATION	8
IV.	LEASE TERMS AND CONDITIONS	18
V.	RESPONSIBILITY OF FAC	19
VI.	PROPOSAL	21
VII.	PROPOSAL REQUIREMENTS	23
VIII.	RFP SUBMITTAL REQUIREMENTS	25
IX.	PROPOSAL EVALUATION	32

I. Intent

The Finance and Administration Cabinet ("FAC"), Commonwealth of Kentucky, issues this Request for Proposal ("RFP") to private, food service Offerors to provide food service at the currently-under-construction Frankfort Office Building ("FOB"). The FOB project commenced construction in March, 2015, with an estimated July 1, 2016 substantial completion date and a final completion date of August, 2016. The new office building, located at 309 Sower Boulevard, is presently being constructed to accommodate approximately 1,491 employees. The food service area to be operated through an award of this RFP will be located on the ground floor of the FOB, in a shell or 'white space' area, described elsewhere in this solicitation. The food services operations should be designed, by and at the sole expense of the Offeror, to accommodate dining for the FOB state employees and to potentially accommodate others from nearby government and private businesses in and around Sower Boulevard. The COK will partially equip the white space area, based on the Offeror's response, up to an approximate maximum of $150,000.00 for kitchen equipment only. Since the FOB will be leased to the COK, the COK cannot, by law, improve the leased premises without amortizing the costs of improvements over the life of the lease. The COK does not wish to modify the lease at this time. Since equipment is portable and not considered improvements/fixtures to leased property, the $150,000 may only be applied to kitchen equipment, which the COK will purchase through competitive bidding or price contract.

In an attempt to reduce and help hold down the average costs of menu items, the FAC will not assess the successful Offeror "rent" or utilities for the food services areas. The most important consideration is that the selected Offeror provide excellent quality food and services with reasonable prices. This RFP describes the mandatory and desirable requirements determined to be relevant to the evaluation of a food services vendor.

Food services shall include FOB employee dining facility (café): 2 meals/day (breakfast and lunch), 5 days per week, excluding state holidays. The mandatory hours of operation are, at a minimum, 7:00 a.m. to 9:30 a.m. (breakfast) and 11:00 a.m. to 2:00 p.m. (lunch).

While the primary goal of this RFP is to provide food service for a *minimum* of two meals per day (breakfast and lunch), five days per week, excluding state holidays, the Offeror's proposal <u>may</u> contain additional food service beyond the minimum requirements (i.e. additional hours of operation offered).

Note: there is an outdoor terrace dining area for the FOB–that may be utilized, in temperate weather, for an overflow seating to the food services in the FOB. The Offeror shall not have exclusive use of the outdoor dining area and Offeror shall not be responsible for cleanliness of the outdoor dining area.

FAC desires to engage the services of a qualified Offeror to provide food service for term to be provided by the Offeror in the Offeror's proposal, subject to all the terms and provisions of the resulting Lease. It is the further intent of this RFP to make an early selection of the Offeror in order for the Offeror to participate and coordinate specific food services area fit-up and rough-in requirements and operations into the design process for the new office building.

B. Food and Vending Services Excluded from this RFP

Operation of vending services (on each floor throughout the FOB building) is NOT included within the scope of, and is excluded from, this RFP. Vending services will be operated by the Commonwealth of Kentucky, Workforce Development Cabinet, Office for the Blind, Division of Kentucky Business Enterprise Program, according to KRS 163.470(11).

FAC shall also dedicate space to the Office for the Blind for the operation of a sundry area and a small storage area at the FOB. This space is located within and adjacent to the 'white space' food services area. Additionally, there is a commons area, which is to be included in the 'white space' food services area that will contain a three-compartment steel sink and room for trash bins This area is to be commonly shared between the sundry shop and the food services Offeror. See a description of 'white space area' elsewhere in this RFP.

Should the Department of the Blind, at any time during the period of this food services Lease, determine that it can no longer operate the FOB sundry area, the successful Offeror may be granted first right of refusal to undertake the operation of the sundry shop. Should Offeror be unwilling to operate the sundry shop, then FAC shall procure an operator through a separate RFP process.

NOTE: SHOULD A VENDOR OF THE KENTUCKY BUSINESS ENTERPRISE VENDING PROGRAM (LICENSED THROUGH THE KY OFFICE FOR THE BLIND [OFB]) RESPOND TO THIS SOLICITATION FOR FOOD SERVICES, THE KBE LICENSED VENDOR'S PROPOSAL WILL AUTOMATICALLY BE GIVEN PREFERENCE BY ADDING 5% OF THE KBE LICENSED VENDOR'S EVALUATION SCORE TO THE KBE LICENSED VENDOR'S TOTAL EVALUATION SCORE (EXAMPLE: IF EVALUATION SCORE IS 75, THEN KBE LICENSED VENDOR'S PROPOSAL TOTAL SCORE WOULD BE 78.75 [75 * 1.05]).

II. General RFP Information

A. Type of Contract

This document constitutes a Request for Proposals (RFP) to enter into a lease agreement pursuant to KRS 45A and 56 to provide food/dining services. The issuance of this RFP in no way constitutes a commitment to award a contract by the Commonwealth of Kentucky, nor a commitment to pay any costs incurred in preparation of a response to this request. Costs of proposal preparation are not reimbursable, even for the selected Offeror.

The COK 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 COK or submission of a proposal to the COK confers no rights up on the Offeror nor obligates the COK in any manner.

No contract or lease resulting from this RFP can be deemed valid or binding until properly approved and executed by the Secretary of the Finance and Administration Cabinet.

The COK 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 Lease.

B. Inquiries

Contact with Commonwealth of Kentucky agents for information specific to bidding procedures and/or regulations shall be limited to Nancy Brownlee, Division of Real Properties, 403 Wapping Street, Third Floor – Bush Building, Frankfort, Kentucky 4060l, telephone# (502) 782-0358, email: nancy.brownlee@ky.gov. All programmatic or technical inquiries in regard to this solicitation, with exception of questions regarding bidding procedures as described above, must be made in writing to the above designated person.

From the date of release of this RFP until an Offeror is selected and a Lease is executed, respondents shall not communicate with any FAC or FAC staff concerning the RFP other than the contact described above. If the respondent attempts any unauthorized communication, the Commonwealth shall reserve the right to reject that respondent's proposal.

Offerors' on-site review of the 'white space' café area, once construction of the building is completed, shall be coordinated with the Division of Real Properties (Nancy Brownlee), who may be contacted as indicated below. Offerors shall not visit the construction site without prior pre-arrangements through Real Properties.

C. Calendar of Events

The following schedule is anticipated for the procurement and Lease process:

TASK	DATE
Release of RFP	January 21, 2016
Deadline for Written Questions	February 4, 2016
Offeror's Conference (if RSVPs are received for attendance to conf.)	February 5, 2016
Proposals Due	February 29, 2016
On-Site Quality Demonstrations and Oral Presentation of Proposals	TBA
Lease Award	March, 2016
Full Operational Implementation of Lease Terms by Selected Vendor	JULY, 2016

D. Offeror's Conference

An Offeror's Conference will be held in Frankfort, Kentucky, in the Bush Building, 403 Wapping Street, Frankfort, Kentucky, in order to allow potential Offerors an opportunity to ask questions about the RFP. This conference provides the potential Offerors their only opportunity for oral questions.

Attendance at the Offeror's Conference is optional. Interested Offerors shall send no more than two representatives to the conference. RSVP no later than c/o/b three business days prior to the conference date. If there is no interest by any Offeror in attending the conference by that date, then the conference shall be canceled. RSVP to the attention of Nancy Brownlee, Division of Real Properties, 3rd Floor – Bush Building, 403 Wapping Street, Frankfort, KY 40601 (502) 782-0358 or nancy.brownlee@ky.gov . Potential Offerors or their representatives who have a disability pursuant to the ADA, for which the Commonwealth of Kentucky needs to make an accommodation, shall notify Nancy Brownlee of the need when communicating the RSVP.

Offerors are encouraged, but not required, to submit written questions pursuant to "Inquiries" Section B, above, prior to the conference. Potential Offerors may submit written questions up to the end of the conference. Although a question and answer session will occur, the final, official answer or position of the COK on any material points will be stated in writing and distributed to all Offerors by addendum after the conference.

E. RFP Addenda

Addenda to this RFP may be necessary. A copy of any addendum shall be furnished to all on the bid list, if the addendum is issued prior to the closing date. If the addendum is issued after the receipt date, it will be sent only to those Offerors who submitted a proposal.

F. Proposal Preparation

Any proposal submitted shall be deemed to have been made with the full knowledge o fall the terms, conditions, provisions, specifications and requirements contained in this RFP and any addenda and enclosures thereto. Each Offeror has the responsibility of delivering his/her proposal by the time and at the place prescribed in this RFP. Proposals received prior to the closing for receipt of proposals will remain unopened until the time scheduled for opening proposals. Any proposal received after the date and time specified in this RFP shall be rejected and returned unopened to the Offeror. The COK shall not have any liability to the Offeror due to the failure of such proposal to be properly addressed or marked, or the premature opening of such proposal due to the improper address. Neither the proposals not 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.

The cost of developing the proposal is solely the responsibility of each individual Offeror. The Commonwealth of Kentucky shall not provide reimbursement for such costs. Any costs associated with any oral presentations and quality demonstrations to the Commonwealth of Kentucky shall be the responsibility of each Offeror and shall in no way be billable to the Commonwealth of Kentucky.

Proposals from Offerors shall be sent to the Division of Real Properties, at the mailing address listed below. The Division of Real Properties determines which proposals are acceptable for award in accordance with the criteria established in this RFP. Only those proposals deemed suitable for award shall be forwarded to a selection committee established by the FAC to evaluate and score each proposal. The Offeror with the highest score will be awarded the Lease.

All proposals shall become the property of the Commonwealth of Kentucky. The successful proposal shall be incorporated by reference into the resulting Lease.

G. Restrictions on Communications with Commonwealth Executive Branch Employees

The Commonwealth Buyer named below shall be the sole point of contact throughout the procurement process. All communications, oral and written (regular, express, or electronic mail or fax) concerning this procurement shall be addressed to:

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

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

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

The Commonwealth of Kentucky shall reserve the right to reject the proposal of any Offeror who violates this provision.

All inquiries must be submitted no later than February 4, 2016 to allow sufficient time for written responses to be routed.

Any agreement or collusion among lease proposers or prospective lease proposers which restrains, tends to restrain, or is reasonably calculated to restrain competition by agreement to propose a lease with certain terms or otherwise is prohibited.

H. Issuing Office

This RFP is being issued b the Department for Facilities and Support Services, Finance and Administration Cabinet, Division of Real Properties, on behalf of the COK.

I. Proposal Guaranty

1. Offeror's 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 Lease, 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 Lease document(s) within ten (10) calendar days after submittal to the successful Offeror, the COK may, at its option, determine that the Offeror has abandoned the project and the amount of the proposal guaranty shall be forfeited to the COK as liquidated damages and not as a penalty.

III. RELEVANT INFORMATION TO THE FOB FOOD SERVICES OPERATION

A. Facility Description

The FOB employee dining (café) area is located on the first floor of the FOB and contains approximately 4,102 square feet of 'white space' for the Offeror to provide food services, including kitchen and dining space. The space has a seating capacity of approximately 200.

As described earlier in this RFP, the COK will assign to the Office for the Blind approximately 713 gsf, located adjacent to the food services area, in the overall 'white space', for the operation of a sundry store. The sundry store will include a 153 square foot sundry storage area. Additionally, there is a 'commons' area of 217 gsf that will contain a three-compartment stainless steel sink and room for trash bins that will be commonly shared between the OFB 'sundry' area and the food services Offeror. The space described in this paragraph is in addition to the 4,102 square feet offered for the food services area, kitchen, and dining space. See Exhibit A for a portion of the first floor plan of the FOB, including 'white space', nurse's station/clinic, OFB sundry shop, storage areas.)

In addition to the approximately 200 person (inside) seating area, an outside terrace (seating capacity 40+) will be used in temperate weather for outdoor employee and customer use.

The FAC shall provide the following incentives to the successful Offeror to this RFP:

- Three compartment stainless steel sink in the 153 sf sundry storage area for shared use by the Offeror
- A 1,000 gallon grease trap is included in the building's construction and is provided by the FAC for use by the Offeror.

- FAC shall provide tables and chairs for the interior food services area (café), and tables, chairs, and umbrellas for the outdoor terrace dining area. The Offeror shall work with the FAC space planning personnel to make the selection of the tables, chairs, and umbrellas from the available selections determined by the FAC.
- A maximum of up to $150,000 for kitchen equipment for fit up of the 'white space' area. The Offeror shall be responsible, at its sole expense, for the remainder of the fit-up of the 'white space' area for food service operations, including, but not necessarily limited to any kitchen equipment not covered by the $150,000 subsidy, floor coverings, walls, serving equipment and furnishings. (The Offeror shall describe in its proposal the details of the kitchen equipment to be acquired by the COK with the $150,000 allotment, and after a selection is made for this procurement, the successful Offeror shall submit within 30 days from selection cut sheets of the equipment to be purchased by the COK. The FAC shall provide a subsidy of up to approximately $150,000 to be utilized *specifically and only* for non-fixture type kitchen equipment (appliances) for the food services area. FAC shall not provide any fit-up/finishes or furniture (other than that indicated elsewhere in this section), any standard food services operation equipment not covered by the $150,000 subsidy, etc.
- The public restrooms (indicated on Exhibit E as "Women RR1.3" and "Men RR1.4") are available for use by patrons and employees of the food service area. No additional restroom facilities must be constructed by the Offeror in the food services area (white space).
- Five (5) designated parking spaces for the Offeror's employees' vehicles will be provided free of charge in the FOB parking area. A diagram of available reserved spaces will be provided. Employees shall comply with all stated parking policies.

The Offeror should understand that the FOB is now in construction phase and projected to open July 1, 2016. The Offeror, at its sole expense, shall be responsible for finishing out the 'white space' food services area, providing for and organizing the food services operation, serving, and traffic flow areas. FAC shall not be obligated to purchase specialty equipment or optional equipment not purchased by the COK through the aforementioned subsidy, furniture (except as indicated later in this section), cutlery, etc., required by the Offeror. The Offeror shall provide such finishes, fixtures, furniture (except as indicated elsewhere in this section), equipment, and etc., at its own expense, if approved by FAC.

The FOB construction documents exclude the design and potential fit-up of food service area rooms within the food services space. The FOB construction documents show the food services area as an unfinished shell space only. Design, construction, and cost of the fit-up of the food services area are the sole responsibility of the Offeror, with the exception of the dining area indoor tables/chairs, the grease trap, the vent hood connection, the three-compartment sink, and the non-fixture kitchen equipment covered by the FAC subsidy.

This 'white space' includes the perimeter metal stud partitions around the food services areas, security grilles and doors at server entrances, access to basic heating, cooling, ventilation, plumbing, fire protection, electric, and communications services, but not specific domestic water, gas, electric, and sanitary sewer service <u>beyond rough-in and metering</u>. Exhibit B, attached hereto, depicts a drawing that clearly shows the limits of the food services areas and Exhibit C depicts the rough-in and metering of electrical, domestic water plumbing, gas, sanitary sewer and HVAC services being provided by the COK, under the FOB construction agreement, which may be utilized by the food services Offeror.

The successful Offeror shall, at its sole expense and cost, provide design and construction document services for the food services areas within thirty (30) days of the date of selection of the successful Offeror. The Offeror's kitchen designer shall coordinate the food services design with the Division of Engineering and Contract Administration (DECA). DECA shall have review and consent authority over the food services design. The Offeror shall be able and prepared to interact with the FOB design team throughout the preparation and execution of the FOB Contract Documents. The Offeror shall provide such consulting services in a timely manner so as not to delay the project schedule appended hereto, and fully incorporated herein as Exhibit D.

Offeror's expected fit-up shall include all gypsum drywall on the perimeter stud walls of the 'white space', interior partitions, finishes, equipment, mechanical, electrical, plumbing, fire protection systems and other necessary improvements not a part of the food services 'shell' or 'white space' construction provided under the FOB construction documents.

It shall be the responsibility of the Offeror to provide, install and hook-up, at no cost to FAC, all equipment and casework specifically necessary for the food services areas. Food services exhaust hoods shall be purchased/installed by the Offeror; however, a primary exhaust fan and exhaust duct routed through the FOB mechanical room will be provided as part of the FOB project. Modifications to the FOB provided exhaust fan and duct, if necessary to

accommodate the Offeror's fit-up, shall be the sole responsibility of the Offeror. All required testing and approvals of the entire food services exhaust system shall be the Offeror's responsibility and at the Offeror's sole cost.

LEED Requirements for FOB Food Services Area:

The FOB project is to be LEED certified. As part of this requirement, all spaces within the LEED project boundary must be considered for compliance. The FOB food services space must satisfy the requirements of each prerequisite and credit achieved.

For the food services area intended for fit out by the food service Offeror, the project must provide Offeror design and construction guidelines with language to ensure that future Offerors can comply with the requirements of all prerequisites and credits achieved by the LEED project. Offeror design and construction guidelines must include a description of the sustainable design and construction features incorporated in the project and information that enables an Offeror to coordinate its space design and construction with the rest of the building systems, as well as information regarding how features of the LEED project building can contribute to certification of the tenant space(s) under the LEED CI rating system. Refer to the full description of these guidelines in SSc9: Tenant Design and Construction Guidelines of the LEED CS V2009 rating system, attached hereto and made a part here of as Exhibit F.

The Offeror shall not perform any modifications to the food service facility, without the prior written approval of the FAC. FAC shall consider reasonable suggestions from the Offeror for desired modifications but shall decide upon modifications in its sole discretion.

The Offeror shall not remove any FAC owned equipment (i.e. kitchen equipment purchased by the COK for use by the successful Offeror) from the premises. Each piece of FAC kitchen equipment will be accompanied by an operations and maintenance manual. The successful Offeror shall be responsible with complying with the maintenance of the equipment, at its sole expense, according to the preventative maintenance recommendation schedule contained in each manual. The successful Offeror shall provide FAC with semi-annual written reports, verifying Offeror's compliance with each manual's preventative maintenance schedule for each piece of FAC equipment. After equipment warranty expires, should any FAC owned equipment require repair or replacement, FAC shall repair/replace equipment, if and only if the successful Offeror has provided the required compliance verification with operation manuals for the FAC equipment. Should verification of maintenance not be provided by the successful Offeror, semi-annually throughout the term of the resulting lease, or should the equipment suffer abuse or not be maintained properly, then the successful Offeror shall be responsible for repair and/or replacement of FAC kitchen equipment.

Again, vending services throughout the FOB building and operation of sundry shop in the FOB are not within the scope of, and are excluded from, this RFP.

B. Food Services Operation Responsibilities

The selected Offeror shall provide first class quality food and beverages, and such other services as are of the highest quality commensurate with industry standards and as agreed to by the selected Offeror in its proposal. The most important consideration of this RFP is that the selected Offeror provide excellent quality of food and services within reasonable prices. The selected Offeror shall comply with such price, quantity and quality standards as the FAC may from time to time require, and shall promptly change, correct or modify the price or quality of any item after written notice to do so; provided, however, the FAC shall exercise all authority and rights of approval under this Section in a reasonable manner. The selection, prices, portion sizes and quality of all items so established shall not be changed without the written consent of the FAC.

The Lease Agreement resulting from this RFP shall be for the Offeror's fit up and furnishing of 'white space', the operation, staffing, management, and maintenance of the FOB food services operation facilities. The major considerations of this RFP are as follows:

1. Excellent quality food.
2. Capability of providing fast and efficient service.
3. Staffing and operational capacity to provide a minimum of two meals per day (breakfast and lunch), five days per week, excluding state holidays.
4. Ability to provide both full-meal and short order service.

5. Creativity reflected in the proposal for unique operational plans, point of sale areas, menu, and related sales, marketing and promotional ideas.
6. The experience, training, and past performance of those persons designated by the Offeror as proposed management personnel.
7. The Offeror's performance at other facilities and for other clients, as shown by contacts with those representatives by phone or mail which have been or may be made by the Commonwealth.
8. The Offeror's sustainability plan to locally source products and services, encourage the sale of organic products and pro-actively lead the proper environmental policies related to its operation.
9. Offeror's financial condition, including ability to provide required performance bond.
10. Offeror's proposed financial return to the COK.

The Offeror shall be responsible for providing a variety of high quality and nutritious foods. The Offeror in regard to the menus developed for the FOB facility should observe the following parameters:

- Develop innovative menus which emphasize variety, nutrition, quality, and take advantage of fresh foods and seasonal foods and Kentucky grown agricultural products, whenever possible.
- Utilize creative food displays and merchandising techniques to ensure customer satisfaction.
- Provide printed menus for cafeteria guests at the beginning of each week and have available at the cash registers located in the cafeteria.
- Average meal (which includes an entrée and two dishes).
- Provide service of high quality recognizing FAC's need to economize on space and utility costs.
- Be responsive to changing meal trends, special requests by FAC staff and visitors, and patron preferences.
- Be able to produce the menu with staffing plans, as submitted by the Offeror, adjusted as needed in accordance herewith and the equipment available on the premises.

A menu board, provided by the Offeror, will be prominently displayed at the entrance of the food services area. Descriptions of daily specials are to be merchandised at the individual service area stations by use of point-of-sale signs, small posters or other attractive signs that are not ostentatious. Any such signs shall be removed at FAC's request.

The selected Offeror shall be required to provide all labor and supplies necessary to operate high quality dining services at the FOB.

The selected Offeror shall use its best efforts to produce the maximum amount of gross sales possible without limiting the quality of the products sold or the services provided.

The selected Offeror shall not do, or permit to be done, in or about the FOB or in connection with its operation of dining facilities, anything which is illegal or unlawful, or which is of a hazardous or dangerous nature. The selected Offeror shall not use these FOB facilities to cater, or prepare food which will be sold or catered, to any non-state related entity and on any property other than that owned by the FOB, unless specifically approved in writing by the FAC.

Services shall be provided to all patrons without discrimination.

FAC shall have the right to engage other food service providers (such as caterers) for the performance of special functions held within FOB, or on the grounds surrounding the buildings. Any outside provider/caterer or FAC department shall be expected to return the premises to the condition in which it was found.

C. Offeror's Procurement of Products

The Offeror shall procure all food, beverages, cutlery, small wares, and cleaning supplies for all food service facilities described herein. The Offeror shall take advantage of all available trade, cash and quantity discounts to be able to maintain the lowest possible prices in the food service operations.

Offeror shall be responsible for acquiring all small wares and shall be responsible for costs associated with all necessary replacement of same. Title to all such small wares (tableware, tumblers, and silver flatware) shall rest

solely in Offeror's name. Food and beverage purchase records shall be maintained on a perpetual basis. Title to all foods, beverages, small wares shall remain with the Offeror.

State employees/guests will be asked to participate in recycling of aluminum, glass and plastic products. Dish room labor must remove paper, etc.

The Offeror is responsible for breaking down cardboard boxes and transferring them to the appropriate recycling areas.

The Offeror is responsible for removal of all trash from the dish room, serving and kitchen areas and transferring it to the appropriate disposal location.

The Offeror is responsible for daily housekeeping/maintenance/cleanliness of the kitchen, the serving and dishwashing area, the employee food service area, including emptying of trash receptacles in all related areas and transferring it to appropriate disposal location.

D. Dining Service and Food Preparation

Disposable service wares are to be available for beverages and takeout orders, and for dine-in orders, if preferred by Offeror.

All deliveries will be made directly to the FOB receiving area.

FAC intends to have a premier café/food service that meets the needs of internal (and potentially external) customers. FAC is committed to providing a productive/high commitment environment that enables people to make their best contributions and reach their full potential.

Major food service goals of the FAC facility are as follows:

- Quality: To offer food products meeting the highest standards for taste, freshness, and quality of ingredients, at a reasonable and competitive cost. To include seasonal offerings which must not be limited to daily, weekly, and monthly specials/new dishes that appeal to customers and reflect customers' food preferences.
- Affordability: To offer high quality food products at various price levels to meet the needs of all customers.
- Full Service Capabilities: To provide a full range of food services, i.e., salad bar, sandwich bar, hot foods, cold foods, etc., to meet individual employee, department and agency needs and preferences.
- Healthy Food: To provide healthy, well-balanced, and nutritional meals or food items and to provide nutritional information on items served.
- Prompt and Pleasant Service: To offer a food service program that is attentive and responsive to customer expectations, and delivered in the most expedient manner possible to reduce wait time of customers.
- Environment: To provide a comfortable and pleasant environment to relax or discuss business with a positive and productive attitude.
- Financial: To operate the complete food service program at a straight profit and loss basis without subsidy by FAC.

E. Hours of Operation

The FOB dining facilities, at a minimum, are expected to be available Monday – Friday (except for weekends and state holidays below), with the suggested hours of operation as follows:

Employee Dining Services	Customer Access	7:00 a.m – 3:00 p.m.
	Breakfast:	7:00 a.m. – 9:30 a.m.
	Lunch:	11:00 a.m. – 3:00 p.m.

Hot food shall be available, at a minimum, during the breakfast hours and during lunch hours.

The Selected Offeror shall close the food services operation pursuant to observance of the following holidays:

- New Years Day – First Day in January +1 Day
- Martin Luther King, Jr.'s Birthday – Third Monday in January
- Good Friday – ½ Day
- Memorial Day – Last Monday in May
- Independence Day – Fourth Day of July
- Labor Day – First Monday in September
- Veterans' Day – Eleventh Day of November
- Thanksgiving Day – Fourth Thursday in November +1 Day
- Christmas Day – Twenty-fifth Day of December +1 Day

The additional day for Thanksgiving and Christmas holidays shall be the holiday dates designated by the Secretary of the Kentucky Personnel Cabinet or notice by FAC.

Offerors proposed hours of operation will be evaluated and scored according to criteria in Section VIII C and the Offeror's proposal containing the most hours of operation shall be scored higher.

F. Offeror's Employees

The selected Offeror shall, at its own expense, provide adequate personnel so as to provide quality food services to the patrons at the FOB without unreasonable delay as determined by the FAC. Such personnel shall be trained in food handling, shall be courteous, efficient and sanitary. Persons handling the food and beverage items under this Lease shall at all times be clean, wear disposable plastic gloves, pull back hair, wear hair nets, and be free from any communicable disease.

The FOB shall be a non-smoking facility. There shall be no smoking permitted by the selected Offeror's employees. See attached Exhibit G for FAC's smoking policy.

Personal appearance and courteous service to the patrons of the FOB is deemed to be of the utmost importance to the FAC. No agent or employee of the selected Offeror shall be deemed objectionable because of race, color, religion, national origin, sex, disability, or age.

The Offeror shall recruit, hire, train, supervise, direct, discipline and, if necessary, discharge any and all personnel working in FAC food service facilities. All employees shall be the sole responsibility of the Offeror and not FAC.

The Offeror is an independent contractor and will not, under any circumstances, be considered an employee, servant or agent of FAC, nor will the employees, servants or agents of the Offeror be considered employees, servants or agents of FAC and neither the Offeror nor its employees, servants or agents will have any authority to bind FAC in any respect whatsoever.

The Offeror will properly screen all applicants prior to employment, including but not limited to a criminal investigation check (Offeror is responsible for all charges associated with the employment screening), finger printing, background check and health screening, to reduce the possibility of the Offeror hiring any person who would pose a security/health risk to FAC or its employees/guests/facilities. All food service employees will be subject to FAC pre-employment, random and suspect drug testing. Offeror and Offeror's employees shall follow FAC work rules and guidelines, including the no smoking policy. The Offeror shall require all its employees to meet the appropriate health standards prescribed by municipal, state, and federal laws and regulations.

The Offeror shall require its employees to comply with all instructions, regulations, and codes of conduct as specified by FAC related work rules. FAC maintains a policy to provide a workplace that is free of substance abuse. The Offeror's employees shall be required to comply with this policy. Any Offeror employee that is found to be in violation of this policy shall be required by the Offeror to leave the premises permanently. In addition, any illegal substances shall be turned over to a law enforcement agency and may result in criminal prosecution.

Offeror shall issue name badges to its employees and Offeror's logo may appear on badges (FAC shall issue security badges to successful Offeror's employees as needed, which shall be worn and displayed by Offeror's employees).

The Offeror agrees to comply with all federal, state, and local laws and regulations, including but not limited to those pertaining to nondiscrimination in hiring and employment practices, and federal immigration laws pertaining to employment. Rules, regulations and laws will be displayed within the food services area in a prominent place where these licenses, permits and/or regulations as required by law are to be so posted.

All employees shall be citizens of the United States or legal immigrants with proper work permit or other appropriate documentation authorizing employment of a non-United States citizen to work in the United States, and shall be able to understand and speak English.

The Offeror shall require all its employees to utilize the designated entrance and exit door, restrict its employees to assigned areas only, and be on the premises only during working hours, unless FAC designates otherwise.

The Offeror shall provide at all times adequately trained personnel to maintain the high quality of food service as required by FAC. A trained relief staff shall be available to substitute for the Offeror's regular personnel during absences.

The Offeror shall assure that a general manager or qualified replacement ("person in charge at all times"), acceptable to FAC, shall be in the employee food services area during all operating hours.

The Offeror shall indemnify and hold FAC harmless for any vandalism or loss due to acts (or failure to act) of its employees. The Offeror shall implement and maintain appropriate control measures to guard against pilferage of food, supplies, cash, and equipment. FAC requires that the Offeror have all cash handling employees bonded.

The Offeror shall notify FAC in writing as soon as it is practical of any anticipated labor, employee, or vendor problems or any other circumstances that could adversely affect the operation of the food service facilities. If applicable, the Offeror shall provide a current Union Labor Contract governing his associates to the FAC, including date of expiration and anticipated changes.

The Offeror shall continue to provide services under this agreement in the event of strikes and other labor disturbances of its employees.

The Offeror shall maintain all terms and conditions of this agreement and the FAC operations in the strictest of confidence and shall not in any manner use the designated FAC food service facilities for advertising, publicity, marketing, or public relations purposes without the prior written approval of the FAC. Furthermore, <u>any</u> visitors to the food services facilities (other than vendors or suppliers) must have permission by the FOB security before access shall be granted to the food services spaces.

Should the COK be dissatisfied with services received by Offeror personnel, the COK, in addition to the other remedies set forth in the Lease, shall have the right to request replacement personnel, which the Offeror shall provide at no additional cost to the COK. The COK's request for replacement of the successful Offeror's personnel must be reasonable and/or supported by a good faith basis for the COK making the request. The Offeror agrees to honor all such requests and replace such personnel, at no cost to the COK, within ten (10) days. The replacement personnel shall be comparably qualified and acceptable to the COK.

G. Refund Requirements

The selected Offeror shall provide refunds to the FOB food services patrons for unsatisfactory food, beverages, or service from any facilities operated by the Offeror. Disputes concerning refunds shall be settled by the FAC. The decision of the FAC shall be final.

H. Historical, Financial, and Attendance Information

As indicated in the introduction of this RFP, the Commonwealth is seeking to procure a Lease with a food services operation at the soon to be constructed FOB. Since this is a new facility, the FAC has no historical financial and attendance information relative to this facility. It is the intent of this offering that the cafeteria operation could potentially draw from/serve three (3) state-owned buildings in the general locale of the FOB site (i.e., the Central Laboratory Facility, the Public Services Commission Building and the Commonwealth Credit Union, as well as possibly the federal Social Security Administration Building and the soon-to-be constructed Frankfort Plant Board Building, etc.).

IV. LEASE TERMS AND CONDITIONS

A. General

The Lease between the Commonwealth of Kentucky, acting by and through the FAC, and the selected Offeror shall include the RFP, any addenda thereto, and the selected Offeror's proposal submitted in response to this RFP. In the event of the conflict in language between the documents referenced above, the provisions and requirements set forth in the RFP, and any addenda, shall govern. However, the FAC reserves the right to clarify any ambiguities in writing with the concurrence of the selected Offeror, and such written clarification shall govern in case of conflict with the applicable requirements stated in the RFP, any addenda, or the selected Offeror's proposal. In all other matters not affected by the written clarification, if any, the RFP 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 selected Offeror and the FAC. It shall be incorporated as a written amendment to the Lease and approved by the FAC prior to the effective date of such modification or change. Memoranda of Understanding and correspondence shall not be construed as addenda or amendments to the Lease.

The Lease shall be construed according to the laws of the Commonwealth of Kentucky. Any legal proceedings against the FAC regarding this RFP or any resultant Lease shall be brought in a Commonwealth of Kentucky administrative or judicial forum. Venue shall be in Franklin County, Kentucky.

B. Term and Renewal of Lease

The Lease resulting from this RFP shall begin on the date that the Lease is accepted and signed by the selected Offeror and the Commonwealth of Kentucky. Offeror shall not begin any work until the Notice to Proceed is given by the FAC. The Lease shall be for a term as provided by/filled in by the Offeror in its proposal on Page 25 herein, subject to all the terms and provisions of the resulting Lease.

C. Exceptions from the Lease

Any exceptions from this RFP shall be specifically defined by the Offeror in his proposal, but such exceptions shall not be in conflict with the basic nature of this offer.

D. Terms and Conditions of Agreement

All additional terms and conditions of the resulting lease agreement are contained in the sample lease agreement, attached hereto and made a part hereof as Exhibit I.

SECTION V. RESPONSIBILITIES OF FAC

A. Food Services Arrangement

Subject to the terms and conditions set forth in this RFP, and upon execution of a written Lease, the FAC shall grant the selected Offeror the privilege to provide and operate food services for the FOB by the terms within the Lease and for the length set forth in the Lease.

B. Notification

The FAC shall determine whether the Offeror is satisfactorily performing services delineated in the Lease by the FAC designated staff who shall monitor at regular, frequent intervals the service provided by the selected Offeror. In the event performance is unsatisfactory, including, but not limited to, failure to properly complete any requirements set forth in this document, the FAC shall be responsible for initiating notifications to the Offeror.

C. Schedule of Events

The FAC may provide the selected Offeror with a comprehensive schedule of upcoming events at the FOB so that the selected Offeror may schedule food service at an appropriate level.

D. Lease Administration

FAC hereby engages the Offeror to operate the food service operations as specified herein. The Offeror's General Manager shall cooperate at the site with the FAC designated representative. The FAC designated representative may be changed at the option of FAC by a verbal or written notice to the Offeror without a formal agreement amendment. All notice, requests and other formal communication under this agreement shall be given to or by the FAC designated representative. All services rendered under this agreement are subject to the final approval of the FAC designated representative.

E. Changes

FAC may, at any time, issue a written order making changes in the general scope of this agreement. An equitable adjustment shall be made if any material changes cause significant increases or decreases in the Offeror's costs. Any verbal changes issued by FAC shall be confirmed in writing before any work or the Offeror performs services pursuant to such a change. All such written requests/authorizations shall be signed by the FAC designated representative.

F. Food Service Areas Furniture/Equipment

FAC shall provide interior dining area furniture and exterior dining tables, umbrellas, and chairs for the FOB. FAC shall provide up to maximum of approximately $150,000 for purchase by FAC of kitchen equipment to be used by successful Offeror; FAC shall provide a 3 compartment sink and grease trap, as earlier described herein.

G. FAC Facilities

FAC shall, at its expense, assume the following responsibilities with respect to the food service facilities, as follows:

- Provide adequate ingress and egress, including reasonable use of the corridors, passageways, and loading platforms.
- Maintain and repair the building structures in the area assigned for the Offeror's use, including painting and redecoration; the maintenance of water, steam, sewer and electrical lines, ventilation, and air conditioning lines; electrical lighting fixtures (including relamping); space heating systems; floor coverings; walls and ceilings; and equipment repairs; provided, however, the Offeror shall bear the expense (which shall be non-reimbursable hereunder) of repairs necessary because of its own or its employees', vendors', or agents' acts or omissions or as otherwise provided herein or on any attachments hereto.
- FAC shall provide the connections only for utilities; the Offeror shall provide all else at its sole expense.

- FAC shall provide space for General Manager (or "Person in Charge at all times) and for administrative activities such as purchasing, invoice reconciliation, and payroll. All office equipment shall be provided by the Offeror, at its sole expense. The Offeror shall supply calculators and other office items as needed. The Offeror shall provide a written list to the FOB Building Manager annually, of all Offeror-owned and leased furniture, equipment, inventory, etc. brought on site.
- FAC shall provide for periodic major cleaning of dining room carpet, walls, and ceilings.
- FAC shall be responsible to provide recycling containers for aluminum cans and glass bottles in the employee dining facility area, as well as, any area where these items may be provided. FAC shall be responsible for disposing of all these recyclable items.
- FAC shall be responsible for disposing of all food service items properly placed in designated waste receptacles by Offeror.
- FAC shall maintain an effective program for extermination of pests, rodents and vermin in all areas assigned to the Offeror by FAC.
- FAC shall not guarantee the uninterrupted provision of the above utilities and service except to ensure that all reasonable and diligent efforts will be pursued in restoring interrupted service. FAC shall not be liable for losses in profits which may result from interruptions or failure of services, or any other event beyond the control of FAC. FAC shall not be liable for food inventory losses caused by interruptions in utilities and services that are beyond the control of the Offeror. Offeror's insurance coverage shall apply to such losses.

No party shall be liable for any failure to perform its obligations hereunder where such failure results from an act of God or other cause beyond such party's control, provided that if such an event causes Offeror to be unable to perform all of its material obligations hereunder for in excess of five (5) working days, FAC may exercise its right to terminate this Lease.

I. Title to Improvements

It is understood and agreed by the parties that the Offeror shall have the right, during the term of the resulting agreement, to erect structures and install Offeror's equipment in or upon the premises, which structures and Offeror's equipment so placed in or upon or attached to said premises shall be and remain the property of the Offeror and may be removed therefrom by the Offeror, at Offeror's sole expense, at any time prior to any termination or expiration of the resulting agreement, so long as Offeror has the written approval of the Commonwealth; provided, however, that no structures may be erected upon the premises until and unless the design and proposed location thereof have been approved by the Commonwealth; provided, further, the Offeror shall, upon the removal of said structures and Offeror's equipment, or any part thereof, promptly repair any damage to the premises resulting from the installation or removal of said structures and equipment. The successful Offeror shall not remove the COK's kitchen equipment from the premises at any time, unless the successful Offeror is required to remove said COK kitchen equipment for replacement by Offeror due to abuse or not complying with the scheduled maintenance requirements and semi-annual verification reports to the COK. Any COK kitchen equipment replaced by the Offeror shall remain the property of the COK.

All structures/fixture and equipment of the Offeror placed in or upon or attached to the premises shall be at the sole risk of the Offeror. Nothing herein contained, however, shall be construed to confer any right upon the Offeror to construct, operate or maintain any structure/fixture without compliance with requirements of the Commonwealth of Kentucky.

Offeror's equipment not removed from the premises within sixty (60) days after any termination or expiration of the resulting agreement shall become the property of the Commonwealth of Kentucky to dispose of as it determines to be in the interest of the Commonwealth.

VI. PROPOSAL

Approach

The procurement process shall provide for the evaluation of proposals and selection of the proposal which ranks the highest in the evaluation process in accordance with state statutes and administrative regulations. KRS Chapter 45A and 56 and the administrative regulations promulgated pursuant thereto provide the framework for the procurement of services by state agencies.

Offeror Response and Proprietary Information

The RFP specifies the format, required information, and general content for each proposal submitted in response to this RFP. The Finance and Administration Cabinet will not disclose any portions of any proposal prior to Lease award to anyone outside the Finance and Administration Cabinet except for representatives of the FAC, representatives of the Federal Government, if required, and the members of the selection committee except when disclosure is required pursuant to KRS 61.870, et. seq. (the Kentucky Open Records Act). After a Lease is awarded in whole or in part, the Commonwealth of Kentucky shall have the right to duplicate, use, or disclose all proposal data submitted by Offerors in response to the RFP as a matter of public record, unless data is marked "PROPRIETARY DATA" in accordance with 200 KAR 5:315. Although the Commonwealth of Kentucky recognizes the Offeror's possible interest in preserving selected data which may be part of a proposal, the Commonwealth of Kentucky shall treat such information as provided by the Offeror pursuant to the Kentucky Open Records Act, KRS 61.870 et seq.

Provided the Offeror complies with the requirements of 200 KAR 5:315, informational areas which may be considered proprietary shall be limited to: individual personnel data, customer references, selected financial data, formulae, and financial audits which, if disclosed, would permit an unfair advantage to competitors. If a proposal contains information in these areas that Offeror declares proprietary in nature and not available for public disclosure, each sheet containing such information shall be clearly designated as proprietary at the top and bottom of the page, and shall be submitted under separate cover marked "PROPRIETARY DATA". Proposals containing information declared by an Offeror to be proprietary, either in whole or in part, outside the areas listed above, shall be deemed non-responsive to the RFP and shall be rejected.

The Commonwealth of Kentucky shall have the right to use all ideas, or adaptations of those ideas, contained in any proposal received in response to this RFP. Selection or rejection of the proposal shall not affect this right.

Proposal Addenda and Rules for Withdrawal

1. Prior to proposal due date, an Offeror may withdraw its submitted proposal by submitting a written request for its withdrawal to the attention of the buyer listed on B111-3.
2. The Commonwealth of Kentucky reserves the right to request clarification or additional information. Unless requested by the Commonwealth, addenda, revisions, or alterations to the proposal after the receipt date will not be accepted.

Proposal Submission Requirements

1. A qualified Offeror may submit one proposal. The format and contents are specified in Sections VI and VII. Alternate proposals shall not be allowed.
2. Six (6) copies of the proposal under sealed cover shall be received no later than the date specified herein. The Commonwealth of Kentucky may reject any proposal received after this date and time and shall return it unopened to the Offeror.
3. The proposal shall be clear and concise and provide the FAC's selection committee with an understanding of the Offeror's ability to undertake and complete the proposed work in a thorough manner.
4. The proposals shall be either mailed or hand delivered to:

Nancy Brownlee
Division of Real Properties
3rd Floor – Bush Bldg.
403 Wapping Street
Frankfort, KY 40601

Acceptance of Proposals

All proposals properly submitted shall be accepted by the Commonwealth of Kentucky. However, the Commonwealth of Kentucky reserves the right to request from Offeror necessary information which may become a part of the Offeror's proposal; reject all proposals; reject any proposal that does not meet mandatory requirements; or cancel this RFP, according to the best interests of the Commonwealth of Kentucky. The Commonwealth of Kentucky also

reserves the right to waive minor irregularities in a proposal, pursuant to applicable regulations, providing such action is in the best interest of the Commonwealth of Kentucky.

Where the Commonwealth of Kentucky may waive minor irregularities, such waiver shall in no way modify the RFP requirements or excuse the Offeror from full compliance with the RFP specifications and other Lease requirements if the Offeror is awarded the Lease.

Protest

The Secretary of the Finance and Administration Cabinet, or his designee, shall have authority to determine protests and other controversies of actual or prospective offers in connection with the solicitation or selections for award of a Lease.

Any actual or prospective Offeror, who is aggrieved in connection with solicitation or selection for award of a Lease, may file a protest with the Secretary of the Finance and Administration Cabinet. A protest or notice of other controversy must be filed promptly, and in any event within two (2) calendar weeks after such aggrieved person knows or should have known of the facts giving rise thereto. All protests or notices or otherwise controversies must be in writing.

The Secretary of the Finance and Administration Cabinet shall promptly issue a decision in writing. A copy of the decision shall be mailed or otherwise furnished the aggrieved party and shall state the reasons for the action taken.

The decision by the Secretary of the Finance and Administration Cabinet shall be final and conclusive.

Contractural Requirements

By submitting a proposal, the respondent acknowledges that it has read this RFP, understands it, and agrees to be bound by its requirements, terms and conditions, and further agrees that the Lease, as defined herein, is the complete and exclusive statement of the Lease between the parties and supersedes all proposals, oral or written and all other communications between the parties relating to the subject matter of the Lease. The Lease, unless otherwise provided herein, can only be modified in writing, signed by the Offeror and the Commonwealth. The Commonwealth reserves the right to disqualify any proposals which take exception to or limit the rights of the Commonwealth under the RFP, the agreement for services and the programming services Lease.

Commonwealth's Limitation of Liability and Remedies

The Commonwealth's entire liability and the Offeror's sole and exclusive remedies for claims related to or arising out of the Lease for any cause and regardless of the form of action, whether in Lease or in tort, shall be set forth in the Lease.

IN NO EVENT SHALL THE COMMONWEALTH BE LIABLE FOR ANY INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, EVEN IF THE COMMONWEALTH HAS BEEN ADVISED KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

Offeror Limitation and Liability and Remedies

In the event that the Offeror fails to cure default as defined in Section IV Z-AA, the Offeror agrees to reimburse the Commonwealth for any damages incurred by the Commonwealth. In addition, the Offeror agrees that the Commonwealth shall have the right to terminate the Lease, either in whole or in part, without liability to the Commonwealth whatsoever.

No remedy herein conferred upon or reserved by the Commonwealth is intended to be exclusive of any other available remedy or right, but each and every such remedy or right shall be in addition to every other remedy or right given under the Lease or now or hereafter existing at law or in equity.

No delay or omission to exercise any right or option accruing to the Commonwealth upon any default by the Offeror shall impair any such right or option or shall be construed to be a waiver thereof, but any such right or option may be exercised from time to time and as often as may be deemed expedient by the Commonwealth.

Publicity

Any use or reference to this RFP by the Offeror to promote, solicit or disseminate information regarding the scope of the Lease is prohibited, unless otherwise agreed to in writing by the Commonwealth. The Commonwealth agrees to be used as a reference by the Contractor in other Commonwealth of Kentucky competitive situations.

Deviations from the Lease

Any deviations from this RFP shall be specifically defined by the Offeror in his proposal, but such deviations shall not be in conflict with the basic nature of this offer.

SECTION VII. PROPOSAL REQUIREMENTS

Introduction

The proposal shall include technical information pursuant to the dining/food services operation(s) service and optional catering requirements of the FOB.

Proposal Contents

The proposal contents shall comply with the following subsections and checklist provided on Page 28.

Title Page

The Offeror on the title page shall state the proposal subject (FOB); the name of the Offeror, address, telephone number, name of contact person, and the date of proposal submittal in response to this RFP.

Table of Contents

The Offeror shall include a clear identification of the material in the proposal by section and page number.

Ownership

FAC, for itself and others as it deems appropriate, will have unlimited rights to all information and material developed and furnished to FAC. Unlimited rights are rights to use, duplicate, or disclose, test data, drawings, and information, in whole or in part, in any manner, and for any purpose whatsoever, without compensation to or approval from the Offeror. All text, electronic digital files, data and other products generated shall become the property of FAC.

Project Schedule

The following schedule is anticipated for the procurement and Lease process:

TASK	DATE
Release of RFP	January 21, 2016
Deadline for Written Questions	February 4, 2016
Offeror's Conference	February 5, 2016
Proposals Due	February 29, 2016
On-Site Quality Demonstrations and Oral Presentation of Proposals	Date determined after receipt of proposals
Lease Award	March, 2016
Finalization of Fit-up Design (by Food Services Vendor)	April 15, 2016, on or about
Start of Fit-up Food Services (MEP Underslab Rough-ins) by Food Services Vendor	May 15, 2016, on or about
Start of Installation of Slab in Food Services Area (by FOB Contractor)	May 30, 2016, on or about
Start of Fit-up Food Services (Architectural/ Kitchen/ Finishes) by Food Services Vendor	June 1, 2016, on or about
Completion of Food Services Area	June 15, 2016, on or about
Full Operational Implementation of Lease Terms by Selected Vendor	July, 2016

RFP Submittal Requirements

(Evaluation Requirements)

TAB A

- **Transmittal Letter of Interest**

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. The signed letter will legally bind the Offeror. It shall include:

1. A statement indicating whether the Offeror is a corporation in good standing or, if not a corporation, its type of legal entity, and the ownership of such entity;
2. A statement that the Offeror is registered to do business in Kentucky or will obtain a Kentucky business license, as well as any other documents required by law and the regulations of the Commonwealth of Kentucky prior to commencement of work;
3. A reference to all RFP#022916 addenda received from the Commonwealth (by addenda issue date), to ensure that the Offeror is aware of all such addenda in the event there are any; if none have been received by the Offeror, a statement to that effect shall be included;
4. A statement that the Offeror's proposal meets all requirements, provisions, specifications, term 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 90 days after the receipt date.
6. A signed statement certifying that no personnel currently employed by, under contract with, or in any way associated with the Commonwealth have participated in any activities relating to the preparation of the Offeror's proposal.
7. A statement that acknowledges and agrees to all of the rights of the Finance and Administration Cabinet including terms and conditions and all other rights specified in this RFP;
8. A statement identifying the name, email, fax and telephone numbers of the individual and/or Offeror's contract manager, the party of whom the Commonwealth of Kentucky should contact if additional information is required.
9. An itemization of all materials and enclosures being forwarded collectively in response to this RFP.
10. A statement indicating if proprietary data or information is included;
11. The letter shall be signed by the person with the authority to bind the Offeror, answer questions, and provide clarification concerning the proposal.

- **Narrative of Design Intent:**

This section shall clearly and succinctly describe the Offeror's approach to this Project. Issues such as design intent, and coordination with and benefits to the Commonwealth should also be addressed. This section should also specifically identify the composition of the Offeror's proposed design/construction team, including names of individuals working on the project; statutes dictate these individuals must be licensed/certified. This section should also identify 'downstream' team members—the composition of the design/construction team, to include but not be limited to: architectural firm, engineering firm, and all other contractors, subcontractors to be utilized in completing the project.

Items #1 – 10:

The Offeror must clearly and succinctly expound upon the following items 1 – 10, set forth those evaluation requirements that Offeror's proposal must include in order to fully, accurately, and completely satisfy information requirements as set forth in the evaluation portion of this RFP. These items describe in detail the evaluation criteria listed on page 32. See all following subsections identified as 'Tabs', within this Section, for additional RFP requirements that are not necessarily evaluation criteria; but, the additional requirements are a mandatory part of Offeror's submittal. Mandatory items not submitted by the Offeror shall deem the Offeror's proposal as non-responsive to the RFP. The successful proposal shall take into consideration all required aspects of the FOB food services operation, as discussed or required in this RFP. The proposal should include any other information the Offeror believes is significant to an evaluation of its proposal. This information is required to be submitted with your response.

- Item 1. Quality of Food and Beverages at the Food Services Operation –15 points

The FAC is seeking excellent quality food and beverages as a principal outcome of this RFP process. FOB will house a large workforce (approximately 1,491 employees). Consequently, all items shall be fresh when served, served at the appropriate temperature, as required by law and as determined by the FAC, and preparation on premises is preferable (although not fully required). When items are not prepared at the FOB, such as dessert items, Offeror shall describe clearly their level of quality. If food is to be prepared away from the FOB, the Offeror shall submit written narrative describing situations under which this may occur.

The Offeror shall submit a narrative describing the quality of the food and beverages to be served at the food services operation.

Those proposals that qualify *may* be further evaluated by the selection committee through oral presentations and potentially quality demonstrations. The selection committee may call upon the Offeror to submit a minimum of one food services operation entrée and one short order or fast food item, as a further demonstration of quality. The items demonstrated by the Offeror shall be equal in quality and presentation to the items that are to be served to the public at the FOB; and, consequently, the quality and presentation of these demonstrated items shall become part of the Lease. The location of these oral presentations and quality demonstration shall be at the Offeror's nearest convenient facility located in Kentucky or mutually agreed upon location.

- Item 2A. Menu Offered at the Food Services Operation – 5 points

The Offeror shall submit a menu for the food services operation(s). The Offeror may propose menus which best fit its expertise. The quantity of items on the menu is not as important to the selection committee as the quality and character of these items. Kentucky fare is encouraged. One or more low fat selections are encouraged. The Offeror must submit menu proposals for breakfast, lunch, and interim service, including proposed pricing. All menus must contain items suitable for all ages.

a. Different menus offered for each meal period
b. Menu fits expertise of food services providere/Offeror)
c. Kentucky fare offered in menu
d. Presentation of menus, attractive and appealing
e. Diversity of menu items offered

- Item. 2B. Price Structure of Food and Beverages at the Food Services Operation – 5 points

The Offeror shall submit the price structure for the food services operation(s). The FAC expects the lowest possible pricing of items on these. Excellent quality food and service and high-perceived value to our patrons are more important than high financial return to the FAC. Future inflationary price increases may be acceptable with the prior written approval of the FAC. (Remember: No vending is included in this solicitation)

- Item 3. Quality of Services – 10 points

Along with quality food and beverages, quality of service is also a desired principal outcome of this RFP process. The Offeror shall provide a narrative, describing what programs will be implemented which will assure the patrons of the food services operation(s) that they will receive high quality service. Include Offeror's program for training entry-level and management personnel in customer service, level of management experience in customer service, program for periodic employee evaluation of its customer service. Cite appropriate references from current or prior concession services. Include any and all pertinent information.

- Item 4. Food Services Operation Style of Services – 10 points

The Offeror shall submit the proposed style of service for the FOB. The food services operation can be fast food, buffet, sit-down or other style, suited to the facility and expertise of the Offeror. The FAC and the FOB design team will consult with the Offeror's design and construction personnel in the layout of the food service and dining area during the design and construction phases of the project. The Offeror will make no alterations to the facilities or other capital improvements without first obtaining prior written approval from the FAC.

- Item 5. Experience and Qualification Managing Food Services Operation and Dining Services – 15 points

The Offeror shall supply applicable information in response to the following items:

Provide a list of all current and former operations most comparable to that proposed at the FOB. Relative information to these current and former operations shall include:

a) Company name, address, phone number, contact person and their title

b) Description of services provided by you. Provide style of service (full service, fast food, etc.), menu, sales volume, pricing, improvements made, commissions and other details.

c) Description of the company contracted to

d) Date contract commenced and ended if applicable

e) Average number of daily food service patrons

f) Independent or cooperative marketing efforts

g) Three most recent health department inspections for each facility served

h) Provide a list of food and beverage suppliers with whom you are currently affiliated. List any supplier, if any, with which you have a contract that would prevent the implementation of agreements, contemplated in Section V G.

i) List your firm's national and regional offices. Describe how your company is structured to support the food services at the FOB.

j) Provide audited financial statements for the years 2012, 2013, and 2014.

k) Provide profiles of key company personnel including specific responsibilities and the length of time that position was held. The Offeror shall furnish with its proposal a list of the specific Offerors or persons who have signatory authority on behalf of the Offeror.

l) Provide a brief statement describing how your company is best suited to provide concession services to the FOB. Include any descriptive company literature.

m) The Offeror shall provide five, recent, written references from key personnel, none of which are or have been employed at your company. The references shall include the names, current addresses, and telephone numbers of the contacts. The Offeror shall ensure that this information has been verified within thirty (30) days of the proposal due date. These references may also be used under Item 5, page 26.

n) Experience and history with government agencies, especially as related to food services operation operation.

o) Detailed listing of kitchen equipment (appliances) to be purchased by COK for use by Offeror, up to a maximum of $150,000.

- Item 6. Managerial Capabilities of the Staff Selected to Direct the On-site Operation – 5 points

The Offeror shall submit personnel profiles of the managerial staff that will actually run the operations at the FOB. The references shall include those managers who will manage the on-site operations and their direct off-site supervisors, if applicable. Include their experience and qualifications. For any member of the managerial staff that has not yet been chosen by Offeror, submit the level of experience and qualifications the management staff shall have in order to qualify for the position. Include an organization structure.

- Item 7. Marketing, Advertising, and Promotions – 5 points

The Offeror shall submit any proposed joint initiatives or independent initiatives of the Offeror regarding the promotion and marketing of the FOB.

- Item 8. Uniqueness of Overall Theme of Food Services – 5 points

FAC desires that the food services theme have a unique character that is attractive to potential patrons of the food services operation, fostering a frequency of utilization.

- Item 9. Financial Benefit to the Commonwealth – 5 points

As part of the Offeror's proposal, the Offeror should indicate the financial benefit to the Commonwealth (see page 25 of the RFP).

- Item 10. Office of Financial Management Review - 15 points

As part of the Offeror's proposal, the Offeror shall submit background financial information, which will be reviewed and evaluated by the Finance and Administration Cabinet's Office for Financial Management (OFM).

NOTE: SHOULD A VENDOR OF THE KENTUCKY BUSINESS ENTERPRISE VENDING PROGRAM (LICENSED THROUGH THE KY OFFICE FOR THE BLIND [OFB]) RESPOND TO THIS SOLICITATION FOR FOOD SERVICES, THE KBE LICENSED VENDOR'S PROPOSAL WILL AUTOMATICALLY BE GIVEN PREFERENCE BY ADDING 5% OF THE KBE LICENSED VENDOR'S EVALUATION SCORE TO THE KBE LICENSED VENDOR'S TOTAL EVALUATION SCORE (EXAMPLE: IF EVALUATION SCORE IS 75, THEN KBE LICENSED VENDOR'S PROPOSAL TOTAL SCORE WOULD BE 78.75 [75 * 1.05]).

OFFEROR MUST PROVIDE:

- 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 food services operation and catering, if proposed by Offeror. List, if any, current or past similar food service operations developed/constructed/operated/managed by company. (Note: if the proposal is submitted by an individual, the same type of information will be required.) The Offeror must demonstrate, as a minimum, experience with the development of two similar sized food services operations within the last 10 years. This experience shall include both the design and construction and the operation of the food services aspect. Offeror's experience must include operations of at least a minimum of 80% size of the scope of the RFP-offered food services operation. Should the proposal be submitted by 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.

OFFEROR MUST PROVIDE:

- Financial

Offerors must provide evidence that the completion of its proposed food operations project (including design and construction) will be financially viable to its organization or team. The Offeror must arrange its own financing. The FAC has no arrangement to obligate any state, city or local government to provide financing.

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 years. If the Offeror is a new entity incorporated for the purpose of responding to this RFP, then Offeror must provide individual income tax records and financial statements for all owners and/or general partners with more than 20% interest for each of the last three 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 food services operation.

If applicable,

- Corporations - Audited Balance Sheet & Income Statement, Cash Flows (prior 5 years), Off-Balance Sheet Liabilities
- Individuals - Tax returns for prior 5 years, FICO credit score from 3 credit bureaus and details (terms of loan) on all outstanding debt.

Proposal must include a statement on any material change in financial condition. Information pertaining to pending material changes may be marked confidential. In instances where a material change has occurred, or is anticipated, the affected entity shall provide a statement describing each material change in detail. Include discussion of how the change is anticipated to affect the organizational and financial capacity.

List of Representative Material Changes

- An event of default or bankruptcy involving the affected entity, or the parent corporation of the affected entity;
- A change in tangible net worth of 10% of shareholder equity;
- A sale, merger or acquisition exceeding 10% of the value of shareholder equity prior to the sale, merger or acquisition which in any way involves the affected entity or parent corporation of the affected entity;
- A change in credit rating for the affected entity or parent corporation of the affected entity;
- Inability to meet material conditions of loan or debt covenants by the affected entity or parent corporation of the affected entity which has required or will require a waiver or modification of agreed financial ratios, coverage factors or other loan stipulations, or additional credit support from shareholders or other third parties;
- In the current and five (5) most recent completed fiscal years, the affected entity or the parent corporation of the affected entity either: (i) incurs a net operating loss; (ii) sustains charges exceeding 5% of the then shareholder equity due to claims, changes in accounting policies direct charges to equity, write-offs or business restructuring; or (iii) implements a restructuring/reduction in labor force exceeding 200 positions or involves the disposition of assets exceeding 10% of the then shareholder equity;
- Contingent liabilities disclosed in the notes to financial statements;
- Other events known to the affected entity which represents a material change in financial condition over the past five (5) years, or may be pending for the next reporting period.

POST SELECTION REQUIREMENTS:

1. Within 30 days from date of selection of a successful Offeror, successful Offeror must submit to the Division of Real Properties the following design and construction document services for the food services area, stamped by a licensed engineer/architect:

➢ Cut Sheets for Kitchen Equipment & Drawings and Documents

- All drawings to be 30" x 42"
- Provide written and graphic description of Offeror's approach to this project
- Composition of design/construction team
- Drawings and documents to be submitted shall be completed to a 'review ready' design level. The following documents shall be submitted as a minimum for the proposed food services fit up:
  - Site plan
    - The food services area will be shown on the Offeror's plan as generalized foot print
    - A utilities site plan and/or written description will be provided by Offeror including incorporation of site utilities connections into the proposed food services 'white space', design plans
  - Floor plans of plans of food services area (see list below) at 1/8" = 1'0" showing all rooms, walls, columns, door swings, plumbing fixtures, built-in millwork, cubicle partitions, and other features and spaces which fully describe the various building architectural features for food services area. Floor plans shall describe overall dimensions and size of major spaces. Economical structures are desired.
  - Elevations of façade of food services area at 1/8" = 1'0". Include notation of finishes, as well as overall dimensions and height.
  - Building sections of food services area at 1/8" = 1'0"
  - Other sections or plans, at the option of the Offeror, to fully describe the structural systems
  - Written, detailed, narrative description of the mechanical, electrical, life safety, security and communications system for food services operation proposed, including differing systems or zones within the food services area that requires separate mechanical systems.
  - Written outline specifications, CSI format, describing all buildings systems for all divisions of the work
  - Provide a Critical Path Method (CPM) schedule to be used on this project
  - 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 Sower Boulevard

2. Cut sheets - after a selection is made for this procurement, the successful Offeror shall submit, within 30 days from selection, cut sheets of the equipment to be purchased by the COK.

TAB C

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

REVENUE to COK	**RETURN TO COK**	
*Food Services	_____	% payable to FAC
*Extended hours (if Yes, fill in proposed additional hours)	_____	(hours)
*Length of Lease Term Proposed by Offeror	_____	(years)

(No Vending included with award of this RFP)

OFFEROR TO FILL IN BLANK, % PAYABLE TO THE COMMONWEALTH OF KENTUCKY (FAC).

Signature of Authorized Representative: _____

Name of Firm: _____

Date Signed: _____

SECTION IX. PROPOSAL EVALUATION

A. EVALUATION CRITERIA

The evaluation criteria are provided for information purposes only, and are not ranked in any particular order or importance. Also see checklist for proposal on page 28.

B. EVALUATION PROCESS

The evaluation process will consist of the following steps:

1. Pre-evaluation of each proposal by the Division of Real Properties;
2. Evaluation of each proposal by the FOB selection committee;
3. Evaluation of qualifying proposals consisting of oral presentation and on-site visitation by the selection committee
4. Final ranking of proposals.

C. EVALUATION OF EACH PROPOSAL: OVERVIEW

Initial proposals from Offerors are sent to the Division of Real Properties. The Division of Real Properties determines which proposals are acceptable for evaluation. FAC may reject any proposal that is incomplete, or in which there are significant inconsistencies or inaccuracies. FAC reserves the right to reject all proposals. Only those proposals deemed suitable for evaluation shall be forwarded to a selection committee established by the FAC to evaluate and score each proposal.

The selection committee will evaluate and score each proposal, deemed suitable for evaluation by the Division of Real Properties, based on the Offeror's responses to Items 1 – 10, evaluation criteria described in Section VII above and the oral presentations/on-site quality demonstrations.

The individual members of the selection committee shall tabulate the total score for each proposal evaluated. The maximum score possible from the selection committee for an Offeror's quality demonstration, written, and oral proposal is one hundred (100) points. These points are weighted as to the importance deemed appropriate by FAC. The scores are multiplied by the weight and a weighted score assigned to each item.

The objective of the evaluation process is to select an Offeror that will best satisfy the food services operation and food service requirements of the FOB by providing the highest quality food and service with reasonable prices that will be most beneficial to the FOB.

- The following criteria will be used to evaluate each proposal. Each criterion is assigned a maximum score, which defines its relative importance.

	EVALUATION CRITERIA	**Maximum Score**
1	Quality of food and beverages provided at the food services operation.	15
2A/2B	Menu offered and Price structure of food and beverages at food services operation.	15
3	Quality of Services	10
4.	Food services operation style of service and food presentation.	10
5	Experience and qualifications managing restaurants or food service operations	15
6	Managerial capabilities of the staff selected to direct the on-site operation	5

7	Marketing, advertising, and promotions	5
8	Extended Hours Proposed & Uniqueness of overall theme of food services	5
9	Financial Benefit to the Commonwealth	5
10	Financial Review of Offeror's Submitted Financial Info (OFM)	15
	TOTAL MAXIMUM SCORE POSSIBLE	**100**

AWARD OF LEASE

The selection committee will score the above ten categories for a total maximum score of one hundred (100) points to determine the highest scoring proposal. FAC shall award the food services agreement to the Offeror with the combined highest scoring proposal.

NOTE: SHOULD A VENDOR OF THE KENTUCKY BUSINESS ENTERPRISE VENDING PROGRAM (LICENSED THROUGH THE KY OFFICE FOR THE BLIND [OFB]) RESPOND TO THIS SOLICITATION FOR FOOD SERVICES, THE KBE LICENSED VENDOR'S PROPOSAL WILL AUTOMATICALLY BE GIVEN PREFERENCE BY ADDING 5% OF THE KBE LICENSED VENDOR'S EVALUATION SCORE TO THE KBE LICENSED VENDOR'S TOTAL EVALUATION SCORE (EXAMPLE: IF EVALUATION SCORE IS 75, THEN KBE LICENSED VENDOR'S PROPOSAL TOTAL SCORE WOULD BE 78.75 [75 * 1.05]).

PROPOSALS SHALL BE EITHER MAILED OR DELIVERED BY FEBRUARY 29, 2016 @ 4:00 p.m.
TO:

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

Check List for Proposal Contents:

TAB A
[] Transmittal Letter

[] Narrative of Design Intent

[] Corporate Background and Experience

[] Financial Statements from Offeror

TAB B

[] Technical Proposal - Equipment Specs and Required Drawings and Documents, DUE 30 DAYS AFTER AWARD OF PROPOSAL

TAB C
[] Item 10 – Financial Return to the Commonwealth (page 25)

TAB D
[] Ownership Disclosure Form, page 29

[] Affidavit, RFP page 31-32

[] Violations pursuant to KRS 45A.485, RFP page 33-34

[] Sworn Statement regarding Campaign Finances, RFP page 35

[] MBE Participation Form, Exhibit J

[] Proof of Bonding – *Offeror submits w/proposal*

[] Proof of Insurance – *Offeror submits w/proposal*

[] $5,000 Proposal Guaranty – *Offeror submits w/proposal*

TAB D

OWNERSHIP DISCLOSURE STATEMENT

I. Please list below all persons that have an ownership interest in this property leased by the Commonwealth. If the property owner is a corporation, business trust, or partnership (per KRS 56:809), list the name of the corporation, business trust, or partnership and then list all persons having five percent (5%) or more ownership interest in such entities to include silent or limited partners. The lessor furthermore agrees to notify the Commonwealth of all persons involved in any change or transfer of ownership of five percent (5%) or more to include silent or limited partners. Non-compliance may result in termination of the lease agreement.

Identify Lessor as:

☐ Individual ☐ Sole Proprietorship ☐ Partnership/Joint Venture ☐ Estate

☐ Corporation ☐ Public Service Corp. ☐ Government/Non Profit Agency

Identify Social Security Number or Federal ID Number for Lessor: _____

Name	Home Address	Social Security Number	% of Ownership

(if more space is needed, please attach separate sheet)

II. Are there any of the owners of t his lease, listed heretofore, and/or their immediate relatives (Father, Mother, Sister, Brother, Son, Daughter, Spouse) an officer or employee of any state agency, board, commission, etc..?

☐ YES ☐ NO If yes, please list:

Owner	Full Name of Relative & Social Security Number	Agency, Board or Commission	Title

(if more space is needed, please attach separate sheet)

III. We are submitting the information requested and certify it to be accurate:

AUTHORIZED AGENT OF THE LESSOR: _____

TITLE: _____

TYPED NAME: _____

BUSINESS ADDRESS: _____

_____

DAYTIME TELEPHONE: _____

**** NOTARY:**_____

NOTARIZED THIS DATE:_____

COMMISSION EXPIRES:_____

COUNTY OF:_____

Did you fill out all the blanks? Please recheck.** Form notarized with SEAL?

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

Solicitation/Contract #: 022916

REQUIRED AFFIDAVIT FOR BIDDERS, OFFERORS AND CONTRACTORS

FOR BIDS AND CONTRACTS IN GENERAL:

I. Each bidder or offeror swears and affirms under penalty of perjury, that:

a. In accordance with KRS 45A.110 and KRS 45A.115, neither the bidder or offeror as defined in KRS 45A.070(6), nor the entity which he/she represents, has knowingly violated any provisions of the campaign finance laws of the Commonwealth of Kentucky; and the award of a contract to the bidder or offeror or the entity which he/she represents will not violate any provisions of the campaign finance laws of the Commonwealth.

b. The bidder or offeror swears and affirms under penalty of perjury that, to the extent required by Kentucky law, the entity bidding, and all subcontractors therein, are aware of the requirements and penalties outlined in KRS 45A.485; have properly disclosed all information required by this statute; and will continue to comply with such requirements for the duration of any contract awarded.

c. The bidder or offeror swears and affirms under penalty of perjury that, to the extent required by Kentucky law, the entity bidding, and its affiliates, are duly registered with the Kentucky Department of Revenue to collect and remit the sales and use tax imposed by KRS Chapter 139, and will remain registered for the duration of any contract awarded.

d. The bidder or offeror swears and affirms under penalty of perjury that the entity bidding is not delinquent on any state taxes or fees owed to the Commonwealth of Kentucky and will remain in good standing for the duration of any contract awarded.

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

II. Each contractor further swears and affirms under penalty of perjury, that:

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

REQUIRED AFFIDAVIT FOR BIDDERS, OFFERORS AND CONTRACTORS

c. In accordance with KRS 121.330(3) and (4), and if this is a non-bid contract, to the best of his/her knowledge, 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 bidder, 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: _____

VENDOR REPORT OF PRIOR VIOLATIONS
ON CONSTRUCTION SEALED BIDS
RFP#022916

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

_____

Notary Public
[seal of notary]

My commission expires:

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

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

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

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

OFFEROR/OFFEROR:

_____
(Signature)

_____
(Title, if applicable)

_____
(Name of Company, if applicable)

OFFEROR/OFFEROR:

_____
(Signature)

_____
(Title, if applicable)

_____
(Name of Company, if applicable)

OFFEROR/OFFEROR:

_____
(Signature)

_____
(Title, if applicable)

_____
(Name of Company, if applicable)

OFFEROR/OFFEROR:

_____
(Signature)

_____
(Title, 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: _____.

REQUIRED AFFIDAVIT FOR BIDDERS, OFFERORS AND CONTRACTORS

FOR BIDS AND CONTRACTS IN GENERAL:

I. Each bidder or offeror swears and affirms under penalty of perjury, that:

a. In accordance with KRS 45A.110 and KRS 45A.115, neither the bidder or offeror as defined in KRS 45A.070(6), nor the entity which he/she represents, has knowingly violated any provisions of the campaign finance laws of the Commonwealth of Kentucky; and the award of a contract to the bidder or offeror or the entity which he/she represents will not violate any provisions of the campaign finance laws of the Commonwealth.

b. The bidder or offeror swears and affirms under penalty of perjury that, to the extent required by Kentucky law, the entity bidding, and all subcontractors therein, are aware of the requirements and penalties outlined in KRS 45A.485; have properly disclosed all information required by this statute; and will continue to comply with such requirements for the duration of any contract awarded.

c. The bidder or 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 bidder or offeror swears and affirms under penalty of perjury that the entity bidding is not delinquent on any state taxes or fees owed to the Commonwealth of Kentucky and will remain in good standing for the duration of any contract awarded.

e. The bidder or offeror swears and affirms under penalty of perjury that the entity bidding, and all subcontractors therein, are aware of the requirements of Executive Order 2015-370 and will pay all workers working on or in connection with any contract awarded a minimum of $10.10 per hour for all regular, hourly employees and a minimum of $4.90 per hour for all tipped employees 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.

REQUIRED AFFIDAVIT FOR BIDDERS, OFFERORS AND CONTRACTORS

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.

c. In accordance with KRS 121.330(3) and (4), and if this is a non-bid contract, to the best of his/her knowledge, 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 bidder, 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: _____