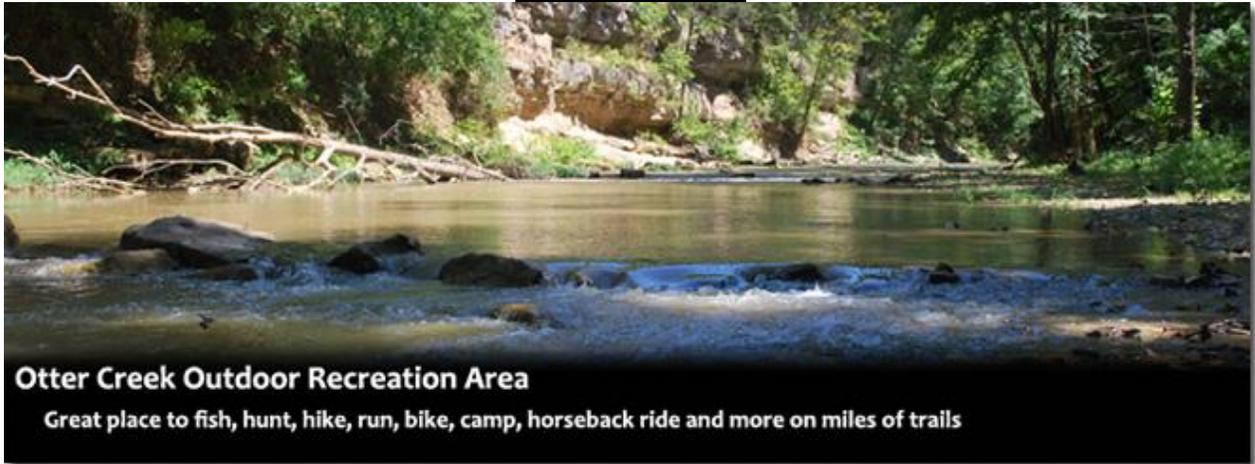


REQUEST FOR BIDS

OTTER CREEK OUTDOOR RECREATIONAL AREA RENOVATION/FIT UP, OPERATION, & MAINTENANCE OF FORMER CONFERENCE CENTER AND THE INGRESS/EGRESS TO SAME

RFB # 113016B



FINANCE AND ADMINISTRATION CABINET COMMONWEALTH OF KENTUCKY

The Finance and Administration Cabinet invites Bidders who have a similar mission to current operations/offerings at Otter Creek Outdoor Recreational Area to submit Bids for the:

FORMER CONFERENCE CENTER

Otter Creek Outdoor Recreational Area

Hwy 1638

Brandenburg, Meade County, Kentucky

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I. Intent

Purpose of this Request for Bids:

The Finance and Administration Cabinet ("FAC"), on behalf of the Kentucky Department of Fish and Wildlife Resources ("KDFWR"), an agency of the Commonwealth of Kentucky ("the Commonwealth"), issue this Request for Bids ("RFB") to private entities to finance, retrofit/renovate, and thereafter operate and maintain all of a former conference center, located within the Otter Creek Outdoor Recreational Area ("OCORA"), on approximately 3.6+- acres lot with a 1027+- linear feet for ingress/egress. The former conference center, lot, and access for ingress/egress from the asphalt road are hereinafter referred to as "the Leased Premises," and are more particularly shown on Exhibit A as "Conference Center" with access via Otter Creek Park Road. It is KDFWR's goal for the successful Bidder to fit up/renovate the Leased Premises for use by the Bidder with a similar mission as the current operations/offers at OCORA which shall be for recreation.

This RFB describes the mandatory and desirable requirements determined to be relevant to the evaluation of a Bidder's Bid to retrofit/renovate/fit up the existing structure and ingress/egress, as well as the Bidder's proposed use of the premises.

II. General RFB Information

A. Type of Contract

This document constitutes a Request for Bids (RFB) to enter into a lease agreement, pursuant to KRS 45A and KRS 56, by and through FAC, for the use and benefit of KDFWR. The issuance of this RFB in no way constitutes a commitment to award a lease by the FAC, nor a commitment to pay any costs incurred in preparation of a response to this request. Costs of Bid preparation are not reimbursable, even for the selected Bidder.

The FAC unconditionally reserves the right to withdraw or cancel this RFB and to reject any and all offers at any time and for any reason without recourse. Receipt of Bid materials by the FAC or submission of a Bid to the FAC confers no rights up on the Bidder nor obligates the FAC in any manner.

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

The Bidder shall agree not to refer to the lease award in commercial advertising in such a manner as to state or imply that the firm or its services are endorsed or preferred by the FAC.

B. Calendar of Events

The following schedule is anticipated for the procurement and contract process (see Exhibit B for additional milestones):

TASK	DATE
Release of RFB	October 27, 2016
Deadline for Written Questions	November 7, 2016

Bidder's Conference	November 14, 2016 at 11 a.m. EDST unless no RSVPs by 11/7/16 at 4:30 p.m.
Bids Due	November 30, 2016
Contract Award	Upon signature of Lease by the Secretary of FAC
Bidder Begins Occupancy and Construction/Renovation/Operation of Leased Premises	Upon signature of Lease by the Secretary of FAC ; no later than January 16, 2017 through right-of-entry if lease not yet signed

C. Bidder's Conference

A Bidder's Conference, if necessary, will be held on site, at OCORA in order to allow potential Bidders an opportunity to ask questions about the RFB and the structure, although the structure, all systems/utilities, and ingress/egress are being offered as-is. This conference provides the potential Bidders their only opportunity for oral questions. Although a question and answer session will occur, the final, official answer or position of the FAC on any material points will be stated in writing and distributed to all Bidders by addendum after the conference.

Attendance at the Bidder's Conference is optional; RSVP no later than **November 7, 2016 at 4:30 p.m. EDT**. If there is no interest by any Bidder in attending the conference by that date, then the conference may be canceled. RSVP to the attention of Natalie Brawner, Division of Real Properties, 3rd Floor – Bush Building, 403 Wapping Street, Frankfort, KY 40601 (502) 564-2111 or natalie.brawner@ky.gov. Potential Bidders or their representatives who have a disability pursuant to the ADA, for which the FAC needs to make an accommodation, shall notify Natalie Brawner of the need when communicating the RSVP.

Bidders are encouraged, but not required, to submit written questions pursuant to "Inquiries" Section B, above, prior to the conference. Potential Bidders may submit written questions up to November 7, 2016. Although a question and answer session will occur, the final, official answer or position of the FAC on any material points will be stated in writing and distributed to all Bidders by addendum after the conference.

D. RFB Addenda

Addenda to this RFB may be necessary. No modification, expansion, explanation or deviation from the specifics of this RFB shall be binding on the Bidder or the FAC except those included in a written Addenda, issued prior to receipt of Bids.

E. 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:

Natalie W. Brawner
 Division of Real Properties
 403 Wapping Street, Third Floor – Bush Building
 Frankfort, KY 40601
 502-564-2111 Fax – 502-564-8108
 Email – natalie.brawner@ky.gov

From the issue date of this RFB until a Bidder is selected, and the resulting lease is executed, Bidders shall not communicate with any COK staff concerning this RFB except:

- The Commonwealth Buyer (Natalie Brawner) cited in this RFB
- The Commonwealth representatives during a scheduled Bidder'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 Bid of any Bidder who violates this provision.

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.

F. Issuing Office

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

G. Confidentiality

The Bidder and FAC agree that all information communicated between them before the effective date of the Lease shall be received in strict confidence and shall not be disclosed by the receiving party, its agents, or employees without the prior written consent of the other party. Such material shall be kept confidential subject to the Commonwealth of Kentucky and federal disclosure laws. Upon the signing of the Lease by all parties terms of the lease become available to the public, pursuant to provisions of Kentucky laws.

H. Proposal Guaranty

1. The Bidders proposals must be accompanied by a certified or cashier's check, made payable to the "Kentucky State Treasurer", in the amount of Five Hundred Dollars (\$500.00). Upon award of a lease contract, the certified or cashier's check of the unsuccessful Bidders will be returned immediately. The certified or cashier's check of the successful Bidder will be returned upon receipt of the performance and payment bonds enumerated herein.
2. In the event a Bidder's proposal is accepted and the Bidder fails to execute the contract documents, including the deed and the lease, within ten (10) calendar days after its receipt by the successful Bidder, the Commonwealth may, at its option, determine that the Bidder has abandoned the project and the amount of the bid security shall be forfeited to the Commonwealth as liquidated damages, and not as a penalty.

I. Performance and Payment Bonds

1. The successful Bidder/Lessee or its assignee shall furnish separate performance and payment bonds to the Lease and include the Commonwealth of Kentucky as an additional insured. The Lessee or its designee shall furnish a performance bond satisfactory to the Lease in an amount equal to one hundred percent (100%) of the renovation project. The Lessee or its designee shall also furnish a payment bond satisfactory to the Lease in an amount equal to one hundred percent (100%) of the

project construction contract for the protection of all persons performing labor or furnishing materials, equipment, or supplies for the Lessee or its subcontractors for the performance of the work provided for in this project, including security for payment of all unemployment contributions which become due and payable under Kentucky Unemployment Insurance law.

2. Each bond furnished by the Lessee or its designee shall incorporate by reference the terms of the project as fully as though they were set forth verbatim in such bonds. In the event the project construction contract is adjusted by written document executed by both parties, the penal sum of both the performance bond and the payment bond shall be deemed increased by like amount.
3. The performance and payment bonds shall be executed by a surety company authorized to do business in this Commonwealth, and the contract instrument of bonds must be countersigned by a duly appointed and licensed resident agent.

J. Prevailing Wages

1. The successful Bidder is obligated to adhere to the prevailing wages laws (KRS 337.530-337.550) for one hundred percent (100%) of the entire project at the Kentucky Horse Park.
2. Unless the project is exempt from the prevailing wage requirements of KRS 337.505-337.550, the Bidder's bond(s) [Section II I., page 6] shall include a provision that will guarantee the faithful performance and payment of the prevailing hourly wage as set forth in the schedule incorporated in the Contract.

III. **RELEVANT INFORMATION**

A. **General Background Information**

OCORA is operated by KDFWR and currently offers opportunities for fishing, hunting, hiking, biking, camping, horseback riding, and a shooting range. OCORA is 2180+- acres, with a portion leased, which was acquired by the Commonwealth from Louisville/Jefferson Metro Government ("LMG") in May of 2014. Formerly referred to as Otter Creek Park, LMG acquired the majority of the property from the United States Government with recreation related restrictions.

Additional information about OCORA may be found at: <http://fw.ky.gov/Pages/Otter-Creek-Outdoor-Recreation-Area.aspx>.

B. **Space Description**

The site has a 2-story building with roughly 9000+- square feet (estimate only, subject to Offeror measuring if exact amount is desired) which sits on a cliff overlooking the Ohio River. The building was previously used as a conference center and has windows facing the river side, a large kitchen area, and other features related to its former use.

All systems and utilities associated with the former conference center have not been turned on for several years. Therefore, it will be the sole responsibility of the Bidder to repair or replace any and all systems and the utility service to the structure that are not functioning properly including but not limited to electric, water & sewer lines, HVAC, and water heater.

See Exhibit C for additional information.

Ingress/egress to the Leased Premises will be from the Otter Creek Park Road within the Leased Premises to the former Conference Center as shown on Exhibit A. Access within the Leased Premises to the former Conference Center from the roadway, including the parking area, will be the sole responsibility of the Successful Bidder to improve to whatever standard desired and maintain for the term of the lease.

The interior of the building shall consist of appropriate finishes and construction to meet all Kentucky building codes and Bidder functional requirements, with approval of all interior plans by the Kentucky Department of Fish and Wildlife Resources and the Finance and Administration Cabinet/Division of Engineering and Contract Administration, which approval shall not be unreasonably withheld.

This project shall be undertaken and completed by the successful Bidder, by and at its sole expense, in accordance with all applicable federal, state, and local statutes, laws, regulations, orders, including all zoning, building and fire code requirements. The leased premises, or a portion thereof, shall be leased to the successful Bidder in its "as is" condition.

Successful Bidder shall obtain, at its sole expense, the necessary permits, approvals, easements, and licenses necessary for the fit up/renovation and use of the leased premises; rezoning or conditional use permits, access permits, land divisions, building and business permits, zoning or building code variances, zoning design review, access and utility easements, any architectural, design, signage permits or other necessary approvals. The COK will, to the extent possible, assist Bidder in obtaining the necessary governmental approvals.

The Bidder shall be responsible for due diligence investigations of the leased premises, including sub-surface conditions, and all costs associated therewith, at the designated site, other than any data provided within this RFB, which shall be utilized for informational purposes only. Commonwealth of Kentucky will not be held liable for any information herein.

The successful Bidder/Lessee shall submit to the Kentucky Department of Engineering and Contract Administration (DECA) and the KDFWR, for the review and approval of DECA and KDFWR, construction documents bearing the seal and signature of a KY licensed design professional, per the laws of KRS 322.360, 323.033, 323.095, and 323.340, prior to beginning any construction on the leased premises, as well as providing 'as built' drawings/plans to the DECA, after completion of construction, for submittal to the State plan vault.

The target completion date for fit up/renovation and occupancy is twelve (12) months or sooner from the date the Secretary of the Finance and Administration executes the resulting Lease Agreement, unless prior written approval is granted by the COK. If the leased premises have not been completed and the Bidder has not occupied the premises within aforesaid time frame, then the resulting Lease Agreement will become null and void, with no rights remaining to the Bidder.

C. Housekeeping, Utilities, and Maintenance Requirements

The selected Bidder is fully responsible, at its sole expense, for all janitorial, utility costs, housekeeping, and maintenance of its leased premises.

The Bidder shall solely be responsible for all utilities for the leased premises, including placing in its own name all of the utilities connected with the leased premises. This responsibility includes,

but is not limited to, obtaining all necessary easements and rights of way from the various private, local, state and federal government agencies involved, if necessary. All expenses and costs resulting from the granting and installation of such easements and rights of way will be borne by the Bidder.

The Bidder shall pay all charges for utilities (including gas, electric, water and telephone) furnished to the Leased Premises during the term of this Lease and any extensions thereof. The Bidder shall not be responsible for the quality, quantity, interruption or failure in the supply of any utility to the Leased Premises. The Bidder shall provide reasonable access to utilities at all reasonable times

D. Signage

No sign may be erected nor shall any existing signs be renovated/remodeled by the successful Bidder on the leased premises or on any property of the Commonwealth, without the prior written consent of the Commonwealth/Kentucky Department of Fish and Wildlife Resources approving the size, design, construction specifications, location, color and message. All such signs shall be constructed at the sole cost of the successful Bidder and shall be maintained in good order and repair and insured by the successful Bidder. Bidder shall not use any advertising within the leased premises that, in the Commonwealth's sole discretion, is objectionable.

Bidder, at its expense, shall be required to install and pay for any and all necessary promotion/advertisement sign(s). Any signage or proposed highway signage and locations must be approved by the Kentucky Transportation Cabinet and submitted to the KDFWR for final approval prior to installation. Maintenance of all signs will be the sole responsibility of the Bidder.

E. Bidder's Compliance

The Bidder, at its sole expense, shall comply with all local, state, and federal health department and environmental regulations.

F. Bidder's Employees

The selected Bidder shall, at its own expense, provide adequate personnel so as to provide quality services to the patrons at the Site without unreasonable delay. All employees including management must maintain a neat and orderly appearance. Personal appearance and courteous service to the patrons of the Site is deemed to be of the utmost importance to the Commonwealth.

The Bidder shall recruit, hire, train, supervise, direct, discipline and, if necessary, discharge any and all personnel working on site. All employees shall be the sole responsibility of the Bidder and not the Commonwealth of Kentucky. The Bidder will properly screen all applicants prior to employment. The Bidder is an independent contractor and will not, under any circumstances, be considered an employee, servant or agent of the Commonwealth, nor will the employees, servants or agents of the Bidder be considered employees, servants or agents of Commonwealth and neither the Bidder nor its employees, servants or agents will have any authority to bind the Commonwealth in any respect whatsoever.

The Bidder 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 cafeteria area in a prominent place where these licenses, permits and/or regulations as required by law are to be so posted. The Bidder shall require all its employees to meet the appropriate health standards prescribed by municipal, state, and federal laws and regulations.

IV. LEASE TERMS AND CONDITIONS

See sample lease agreement, attached hereto and made a part hereof as Exhibit D.

V. GENERAL BID INFORMATION

A. Approach

The procurement process shall provide for the evaluation of Bids and selection of the Bid which passes the mandatory requirements and ranks the highest in the evaluation process in accordance with state statutes and administrative regulations.

B. Bidder Response and Proprietary Information

The RFB specifies the format, required information, and general content for each Bid submitted in response to this RFB. The FAC will not disclose any portions of any Bid prior to Lease award to anyone outside the FAC except for representatives of the FAC, representatives of the Federal Government, if required, and the members of the selection committee. After a Lease is awarded in whole or in part, the Commonwealth of Kentucky shall have the right to duplicate, use, or disclose all Bid data submitted by Bidders in response to the RFB as a matter of public record. Although the Commonwealth of Kentucky recognizes the Bidder's possible interest in preserving selected data which may be part of a Bid, the Commonwealth of Kentucky shall treat such information as provided by the Bidder pursuant to the Kentucky Open Records Act, KRS 61.870 et seq.

Provided the Bidder 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 Bid contains information in these areas that Bidder 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". Bids containing information declared by a Bidder to be proprietary, either in whole or in part, outside the areas listed above, shall be deemed non-responsive to the RFB and shall be rejected.

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

C. Bid Addenda and Rules for Withdrawal

1. Prior to Bid due date, a Bidder may withdraw its submitted Bid by submitting a written request for its withdrawal to the attention of the buyer listed at the beginning of this RFB.
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 Bid after the receipt date will not be accepted.

D. Bid Submission Requirements

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

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

Do not mail or hand deliver any Bids to the Leased Site or to any other location than indicated above.

Any Bidder's addenda to its Bid may be submitted in a manner consistent with the requirements of this RFB (see Section D above).

E. Acceptance of Bids

All Bids properly submitted shall be accepted by the Commonwealth of Kentucky. However, the Commonwealth of Kentucky reserves the right to request from a Bidder necessary information which may become a part of the Bidder's Bid; reject all Bids; reject any Bid that does not meet mandatory requirements; or cancel this RFB, according to the best interests of the Commonwealth of Kentucky. The Commonwealth of Kentucky also reserves the right to waive minor irregularities in a Bid, 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 RFB requirements or excuse the Bidder from full compliance with the RFB specifications and other Lease requirements if the Bidder is awarded the Lease.

F. Protest

The Secretary of the Finance and Administration Cabinet, or their 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 Bidder, 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 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.

G. Contractual Requirements

By submitting a Bid, the Bidder acknowledges that it has read this RFB, 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 Bids, 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 Bidder and the Commonwealth. The Commonwealth reserves the right to disqualify any Bids which take exception to or limit the rights of the Commonwealth under the RFB and the resulting agreement.

H. Limitation and Liability and Remedies

The entire liability and the sole and exclusive remedies for claims related to or arising out of the Lease for any cause and regardless of the form of action shall be as set forth in the Lease, including all legal and equitable remedies. Nothing herein shall be construed as a waiver of sovereign immunity by the Commonwealth of Kentucky.

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.

Any claims against the Commonwealth based on the Lease shall be submitted pursuant to KRS 45A.235.

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.

I. Publicity

Any use or reference to this RFB by the Bidder 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.

J. Inquiries – Restriction on Communication

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

Natalie Brawner
403 Wapping Street – 3rd Floor, Bush Building
Frankfort, KY 40601
502-564-2111
Fax – 502-564-8108
E-mail – natalie.brawner@ky.gov

From the issue date of this RFB until a Bidder is selected, and the resulting lease is executed, Bidders shall not communicate with any Commonwealth staff concerning this RFB except:

- The Commonwealth Buyer (Natalie Brawner) cited in this RFB
- Commonwealth representatives during a scheduled Bidders' Conference, which shall be attended by Commonwealth buyer; or
- Via written questions submitted to the Commonwealth Buyer (Natalie Brawner)

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

All inquiries must be submitted no later than November 7, 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 to refrain from proposing a lease with certain terms or otherwise is prohibited.

K. Checklist for Bid

The Commonwealth will conduct a comprehensive evaluation of Bids received in response to this Request for Bids. This evaluation will be conducted, as determined by the Division of Real Properties. Items to be given specific attention during the evaluation process are as follows:

- Completion of Mandatory Requirements Checklist
- Narrative of design intent and approach to the Project.
- Financial – including, but not limited to, the Bidder's ability to provide financial backing for the Project
- Background and relevant experience, including references
- Revenue payable by the Commonwealth to the Lessor Benefit to be derived by the Commonwealth.

The above criteria are explained in more detail in the following segments of this Bid section of the RFB.

THE SUCCESSFUL BIDDER'S BID DOCUMENTS WILL BECOME PART OF ANY FINAL LEASE AGREEMENT. ALL ITEMS LISTED MUST BE THOROUGHLY ADDRESSED IN YOUR WRITTEN BID.

Please include **three (3)** complete copies of Bid document and all attachments, and one electronic version of the entire Bid.

The following is a checklist of documentation/items that MUST be included in Bidder's response; otherwise, your Bid will be deemed non-responsive to this solicitation:

- 'Commonwealth of Kentucky Solicitation', completed out and signed
- Bid deposit check—see Proposal Guaranty Section H
- Transmittal Letter

- Narrative of Design Intent & Required Drawings/Documents
- Corporate Background and Experience

- Mandatory Requirements Checklist, Exhibit E
- MBE Participation Form, Exhibit F
- Financial Viability and completion of Exhibit G, Revenue Payable to the Commonwealth**
- Affidavit, Exhibit H

- Vendor Report – Prior Violations pursuant to KRS 45A.485 verified by Real Properties through the Department of Labor, Exhibit I

- Sworn Statement regarding Campaign Finances, Exhibit J
- Bid

- Proof of Bonding

VI. BID CONTENT AND FORM

(This information shall be submitted in initial response by November 30, 2016, at 10:30 A.M. EDT)

The Bidder's response shall contain the following:

➤ Transmittal Letter

The transmittal letter shall be in the form of a standard business letter, on the Bidder's official business letterhead, and shall be signed by an individual authorized to legally bind the Bidder. This signed letter will legally bind the Bidder. It shall include:

1. A statement indicating the type of entity of the Bidder, and the ownership of such entity.
2. A statement that the Bidder is registered to do business in Kentucky or will obtain a Kentucky business license, as well as any other documents required by law and the regulations of the Commonwealth of Kentucky, prior to commencement of work.
3. A statement identifying all addenda to the RFB issued by the Commonwealth and received by the Bidder. If no addenda have been received by the Bidder, a statement to that effect should be included.
4. A statement that the Bidder's Bid meets all mandatory requirements, provisions, specifications, terms and conditions set forth in the RFB, or in the alternative, an explanation of any deviations from such terms and conditions, specifications, requirements or provisions.
5. A statement that the Bidder's Bid shall remain valid for ninety (90) days after the closing date for the receipt of Bids.
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 Respondent's Bid.
7. An itemization of all materials and enclosures being forwarded collectively in response to this RFB.
 8. A statement that acknowledges and agrees to all of the rights of the Finance and Administration Cabinet including terms and conditions, and all other rights and terms specified in this RFB.
 9. The letter shall be signed by the person with the authority to bind the Bidder, answer questions, and provide clarification concerning the Bid.

➤ **Narrative of Design Intent/Project Approach & Required Drawings/Documents**

The Bidder shall provide a written and graphic description of the Bidder's approach to this project. This section shall clearly and succinctly describe the Bidder's approach to this Project. Issues such as design intent, and coordination with and benefits to the COK and the KDFWR, should, at a minimum, be addressed. This section should also specifically identify the composition of Bidder's proposed use of the structure, the design/build team, including names of individuals working on the project. Statutes dictate these individuals must be licensed/certified. This section shall also identify the 'downstream' team members—the composition of the design/build team, to include, but not be limited to: architectural firm, engineering firm, and all other contractors, subcontractors to be utilized in completing this project. Additionally, Bidder must provide contact information for local management personnel to oversee all aspects of the fit-up/construction/renovation of the building on a day-to-day basis.

Composition of construction team shall remain the same as submitted in Bidder's Bid. If any additional contractors/subcontractors need to be added to the construction team for this submittal, identify those subcontractors with name, address, phone number and specific trade experience through an RFB Addendum.

Drawings and Documents to be submitted shall be completed to a "review ready" design level, and shall be submitted in both hard copy and electronic format (CD). The following documents shall be submitted as a minimum.

- a. Floor plans of primary building (see list below) at 1/8" = 1'-0" showing all rooms, walls, columns, door swings, plumbing fixtures, built-in millwork and other features and spaces which fully describe the various building architectural features. Floor plans shall describe overall dimensions and sizes of major spaces. An economical structure is desired. Column spacing must not adversely affect shelving configurations.
- b. Building Sections of building at 1/8" = 1'-0".
- c. Other sections or plans, at the option of the Bidder, to fully describe the structural system(s).
- d. Written, detailed narrative description of the mechanical, electrical, life safety, security and communication systems for the type building structure proposed, including differing systems or zones within a building that requires separate mechanical systems.
- e. Written outline specifications, CSI format, describing all building systems for all divisions of the work
- f. Provide Critical Path Method (CPM) schedule to be used on this project.

- g. 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 RFB.

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

➤ **Corporate Background and Experience**

The corporate background and experience section shall include from the Bidder: details of the background of the Bidder, date established, ownership (public company, partnership, subsidiary, etc.), company resources, and details of company experience with ownership, management, construction/renovation or operation of operations relevant to the proposed project. List current or past similar construction/renovation of building projects, developed/constructed/managed by the company, if any. (Note: if the Bid is submitted by an individual, the same type of information will be required.)

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

➤ **Financial***

Bidders must provide evidence that the completion of its proposed project (including design and construction) will be financially viable to its organization or team. The Bidder shall provide:

1. An audited financial statement for each of the last three years must be provided for the applicable legal entity submitting a Bid. 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 Bid. Bidder should also include a statement of changes of financial position of the business entity within the last three- (3) years. If the Bidder is a new entity incorporated for the purposes of operation of this project, then Bidder must provide individual income tax records and financial statements for all owners and/or general partners with more than twenty percent- (20%) interest, for each of the last three (3) years.
2. A current (unaudited) financial statement.
3. Bank references for the company shall be provided including name, address, and current telephone number of the given financial institution. This should include a signed authorization for release of financial information from each bank listed.
4. Projected design, development costs, and explained contingencies must be detailed. This section provides the opportunity for the Bidder to show the attributes of their design, diligence and competitiveness in controlling costs and their ability to plan for and overcome obstacles they may encounter.

5. A description of the proposed financing plan including, but not limited to, source of credit, terms of credit and repayment schedule. Source of credit will identify credit for construction as well as long term financing of structures.

*The outside cover of the package containing the above "Financial" data submittal shall be marked as **CONFIDENTIAL**.

**BIDS SHALL BE EITHER MAILED OR DELIVERED BY November 30, 2016, at 10:30 A.M.
TO:**

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

The outside cover of the package containing **Three (3)** copies of the Bidder's Bid shall be marked:

**Commonwealth of Kentucky
Former Conference Center - OCORA
RENOVATION/FIT UP, OPERATION, & MAINTENANCE OF AN EXISTING
STRUCTURE AND THE INGRESS/EGRESS TO SAME
BRANDENBURG, KENTUCKY**

RFB#113016B

[Name of Bidder]

VII. SCORING AND PROJECT AWARD

The Commonwealth reserves the right to ask any Bidder for clarification, and/or additional information, as may be required to carry out the evaluation process.

The resulting Lease Agreement shall be awarded for the fit-up/renovation and lease/occupancy of former Conference Center on a highest bid amount to the responsible, responsive Bidder, whose offer conforming to this RFB is most advantageous to the Commonwealth, based on the rent as outlined below and meets all requirements on the Mandatory Checklist which are described in the RFB. The Division of Real Properties reserves the right to reject any and all bids and to waive technicalities.

Mandatory Requirements will be scored on a Pass/Fail basis. If a Bidder does not meet the Mandatory Requirements, said bidder will receive a Fail and shall not be evaluated further. If the Bidder Passes the Mandatory Requirements, said bidder shall be evaluated as follows:

The Bidder, whose Bid has the highest lease rental, payable to the Commonwealth, will be awarded 50 points. This score will be calculated by the Commonwealth Buyer. The Bidder with the next highest rentals will be awarded points as in the example below.

(Example only):

Highest Rent:	\$95,976 per year = 50 points
Next Highest:	\$80,000 per year = $80,000/95,976 \times 50$ points = 25 points (rounded)
Next Highest:	\$65,000 per year = $65,000/95,976 \times 50$ points = 20 points (rounded)

EXHIBITS

EXHIBIT A	Building and Lot – Leased Premises
EXHIBIT B	RFB Milestones
EXHIBIT C	Facilities Feasibility Study, July 28, 2011
EXHIBIT D	Sample Lease
EXHIBIT E	Mandatory Requirements (Pass/Fail) Checklist
EXHIBIT F	Minority Business Enterprise Participation Form
EXHIBIT G	Revenue Payable to the Commonwealth
EXHIBIT H	Affidavit
EXHIBIT I	Vendor Report of Prior Violations
EXHIBIT J	Sworn Statement Regarding Campaign Finance Laws

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

Natalie W. Brawner
Division of Real Properties
Natalie.brawner@ky.gov
502-564-2111

END OF RFB#113016B