FOR LEASE

STATE-OWNED REAL PROPERTY
KENTUCKY HORSE PARK
Lease of Office Space
Located at
Lexington, Fayette County, Kentucky

Invitation No.: 11182016

Bid Opens: Friday, November 18, 2016 at 3 p.m. EST

---

1. Bids must be submitted on the "From of Proposal" included within and made part of this Invitation and received at the Division of Real Properties, Department of Facilities Management, Finance and Administration Cabinet, 3rd Floor, Bush Building, 403 Wapping Street, Frankfort, Kentucky 40601-2607, not later than the specified "bid opening" time and date.

2. The Commonwealth of Kentucky reserves the unqualified right to reject any or all bids.

3. Bidders are invited to attend bid openings.

4. For further information contact Wendell.Harris@ky.gov, State Properties Branch, Division of Real Properties, 3rd Floor, Bush Building, 403 Wapping Street, Frankfort, Kentucky 40601-2607, phone: (502)-564-9831, or Gabe.Gortney@ky.gov, Manager, phone: (502) 782-0362.

5. Notice to Bidder: If you plan to attend the bid opening and have a disability that requires accommodation, please contact our office by Thursday, Nov. 17, so that reasonable arrangements can be made.

INVITATION TO BID

GENERAL TERMS AND CONDITIONS

Section I

SCOPE OF LEASE

At the request of the Kentucky Horse Park (hereinafter referred to as Lessor), the Division of Real Properties issues this Invitation to Bid on the lease of:

- Office space: CE-4 – 338 square feet
- Office space: CE-5 – 376 square feet
- Common area space: CE-9 – 107.9 square feet

Kentucky Horse Parks has two offices and one common area space available located in Building C of Hanoverian, 4089 Iron Works Pkwy, Lexington, KY.

Section II
LEASE PERIOD

The lease established from this Sealed Bid will begin on date of execution of a lease agreement with the Commonwealth and will terminate one year thereafter with an option to renew automatically for five (5) additional one (1) year periods.

The lease resulting from this Invitation provides for an optional renewal period and the Commonwealth of Kentucky reserves the right to renegotiate the terms and/or conditions as may be necessary to meet requirements for the extended period. In the event proposed revision cannot be agreed upon, either party shall have the right to withdraw from either exercising the option or continuing the lease in an extended period.

Section III
MINIMUM BID

The minimum bid, which will be accepted, is $14.00 per square feet, per office.

Section IV
USE OF THE PREMISES

The premises may be used for educational activities or business use consistent with the nature and activities conducted at the Kentucky Horse Park. In addition to the bid quote, proposed use of the leased premise shall be a factor in the award of a bid for the lease of each office space for **Room CE-4, CE-5 and common space area CE-9.**

The Lessee shall not permit or suffer any offensive use of the premises. The Lessor does not warrant or represent the leased premises, or any means of ingress thereto, or egress therefrom are safe, healthful, or suitable for the purpose of which they are permitted to be used under the terms of the Lease established from this bid. Periodic inspections by the Lessor may be conducted without notification.

The Lessee shall establish reasonable hours of operation for the leased office space. **The established hours are subject to the review and approval of the Kentucky Horse Park.**

The employees, servants, and agents of the Lessor shall have the right to enter upon the leased premises at all reasonable times during the term of each lease.

The Lessee shall be held to be an independent contractor and all persons employed by the exercise of the rights granted by the lease shall be deemed employees, servants, and agents of the Lessee only.

Section V
CANCELLATION CLAUSE

Either party to the resulting Lease Agreement may cancel said Lease by giving written notice to the other party, specifying the date of cancellation; such notice to be given not less than thirty (30) days prior to the date of cancellation.

Section VI
TERMINATION OF LEASE FOR DEFAULT OR BANKRUPTCY

(a) If at any time during the period in which the lease is in effect the Lessee, in the opinion of the Lessor, defaults on any obligation incurred hereunder, including the payment of rent, then the lease shall be subject to termination by the Lessor with no right of recourse remaining in the lease. All rights and benefits herein confirmed shall be deemed forfeited, and the Lessee shall terminate its use of the subject property, provided however, that before any termination shall occur under this section, the Lessee shall be given prior written notice and be allowed thirty (30) days from receipt of such notice in which to cure such default or noncompliance. If said default or noncompliance is cured within the above time period, then the lease shall remain in full force and effect.

(b) The procedure for termination of the lease under this section shall be as follows:

(1) The Lessor shall deliver, by certified mail, to the Lessee "Notice of Termination" which shall specify (a) the nature of termination; (b) the extent to which performance under this lease is to be terminated; and (c) the date upon which such termination becomes effective.

(2) The Lessee shall stop all operations permitted under the lease on the date indicated and to the extent of specified in said "Notice of Termination".

(c) In the event of a termination of default, the Lessee shall be responsible for paying to the Lessor any monetary sums due the Lessor, up to and including the effective date of termination.

(d) The rights and remedies of the Commonwealth provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or in equity.

Section VII
SITE VISIT

Bidders are urged and expected to inspect the site to be leased, and to satisfy themselves as to all general and local conditions that may affect the use of the leased premises, to the extent such information is reasonably obtainable. In no event will a failure to inspect the site constitute grounds for a claim after award of lease. The Site is hereby offered "as is".

NOTE: FOR FURTHER INFORMATION CONCERNING EXACT LOCATION AND ACCESS TO SITE, PLEASE CONTACT WENDELL HARRIS, PROPERTY ANALYST, DIVISION OF REAL PROPERTIES, FRANKORT, KY 40601, PHONE (502) 564-9831 or EMAIL: Wendell.harris@ky.gov.

Section VIII
RENOVATIONS AND IMPROVEMENTS

The Lessee may, with the prior written consent of the Lessor, renovate or erect structures and install equipment in or upon the leased premises at the Lessee's sole expense. Such improvements, structures, and equipment so placed in or upon or attached to said premises will remain the property of each Lessee, which may remove such improvements, structures, and equipment at any time prior to any termination, cancellation or expiration of the lease. Upon the removal of said improvements, structures, and equipment or any portion thereof, the Lessee shall promptly repair any damage to the leased premises resulting from the installation or removal of same. Structures and equipment not removed from the leased premises within thirty (30) days at the termination, cancellation or expiration of the lease shall become the property of the Lessor, which may at its sole discretion, assess the Lessee the costs of removal or repair incurred by said Lessor as a result of the Lessee's failure, howsoever caused to effect the removal or repair required herein. All structures and equipment of the Lessee placed in or upon or attached to the premises shall be so placed or attached at the sole risk of the Lessee.

All changes to the structure must be approved in advance by the Kentucky Horse Park and the Finance and Administration Cabinet, Division of Engineering and Contract Administration and

comply with local zoning/code guidelines. Changes include but are not exclusive to paint, wall décor, decorative objects both inside and out and partitions.

Section IX
LIABILITY INSURANCE

The Lessee shall indemnify and save the Lessor harmless from any and all claims, demands, damages, actions, costs, including attorneys fees, and charges to which said Lessor may have to pay by reason of injury to any person or property, or loss of life or property resulting from or in any way connected with the character, condition, or use of the structures, premises, or any means of ingress thereto or egress therefrom unless such injury or loss arises directly from the negligence of the Commonwealth, any of its departments or any of its officers, agents, or employees while acting within the scope of their employment. The Lessee shall, at its sole expense, assume the defense of any such claims and actions for damages arising out of such injuries or losses which may be brought against the Lessor by the Lessor by third persons; and shall pay judgements which may be rendered in any such actions.

The Lessee shall carry and maintain liability insurance, during the term of the resulting lease agreement, in the minimum amounts of $100,000.00 per person and an aggregate of $300,000.00 per accident for personal injury, and $100,000.00 property damage. Said insurance to contain a non-cancellation clause notifying the Lessor at least thirty (30) days in advance of any proposed cancellation.

Copies of all insurance policies shall be submitted to the Department for Facilities and Support Services, Division of Real Properties, 403 Wapping Street, 3rd Floor, Frankfort, Kentucky 40601, prior to the commencement of the lease annually for review and approval.

The Lessee shall be responsible for annually furnishing the Kentucky Horse Park with a copy of the certificate of renewal for the insurance policy provided pursuant to this Paragraph.

The insurance policy purchased under this Paragraph shall provide that said policy will not be subject to cancellation, termination, or change except after at least thirty (30) days prior written notice to Lessor.

The Lessee agrees that all goods and chattels placed in or about the premises shall be at the sole risk of the Lessee and the Commonwealth shall not be liable for injury or damage to property from any cause.

Section X
UTILITIES AND MAINTENANCE

The Lessor shall be responsible for ***ALL*** utilities including but not limited to water/sewage, electricity, garbage removal and janitorial services.

In addition, the Lessor shall be responsible for any costs associated with monitoring of fire detection for the unit.

The Lessor shall maintain the premises in good repair and tenantable condition, including heating and/or air conditioning equipment, except in case of damage arising from the negligent acts of the Lessee and Lessee's agents or employees. For the purpose of maintaining the premises and to make necessary repairs, the Lessor reserves the right to enter and inspect the premises at reasonable times. The Lessee agrees to take good care of the premises and to return them at the expiration of its lease in as good order as received, ordinary wear and tear and natural decay excepted.
The Lessee shall keep the premises in good order and in a clean and sanitary condition throughout the entire term of the lease, whether operating or not.

Section XI
RENTAL PAYMENTS

The Lessee shall pay rent to the Lessor payable as billed by the Kentucky Horse Park quarterly.

Section XII
PERMITS AND LICENSES

The Lessee shall secure any and all permits, licenses or other enabling documents which are required by the Commonwealth of Kentucky or any of its political subdivisions in the performance of the duties or activities to be so performed by the Lessee.

Section XIII
BID AWARD

The Lease Agreement will be awarded based on a highest bid amount to that responsible, responsive bidder whose offer conforming to this Invitation for Bid will be most advantageous to the Commonwealth. The proposed use of the leased office space shall be a factor in the award of a bid for the lease of said office space. The Commonwealth of Kentucky reserves the right to reject any or all bids and to waive technicalities. The Bidder's past performance under lease shall be a consideration and may be a factor in the award of the lease.

Section XIV
GOOD FAITH DEPOSIT

Bidders are instructed to furnish a bid deposit equal to one hundred dollars ($100.00) by money order or cashiers check made payable to Kentucky State Treasure. This sum will be returned after the bid is approved by the Secretary of the Finance and Administration Cabinet, to all unsuccessful bidders and applied to the first months rent from the successful bidder.

Section XV
ADDING TERMS AND CONDITIONS

Additional terms and conditions that come within the scope of the resulting lease and found to be needed may be added to the lease if mutually agreeable to both the Lessee and the Lessor.

(SEALED BID)

TO: Finance and Administration Cabinet
Department for Facilities Management
Division of Real Properties
State Properties Branch
3rd Floor - Bush Building
403 Wapping Street
Frankfort, Kentucky 40601

INVITATION NO: 11182016

BID OPENING: Friday, November 18, 2016
AT: 3:00 p.m. EST

BID FORM

Subject to the General Terms and Conditions an Authentication of Bid and Affidavit of Non-Collusion and Non-Conflict of Interest, I propose to pay the Commonwealth of Kentucky the following amount:

For the lease of office space, I propose to pay to the Commonwealth of Kentucky $_____ per square feet for CE-4, $_____ per square feet for CE-5 and $_____ per square feet for common area space CE-9 the term of the resulting lease agreement. I propose to utilize the office space for the purpose of _____

_____

_____

_____

_____.

NOTE: Bidders need to list above the specific purpose for which the office will be utilized.

The minimum acceptable bid is $14.00 per square feet.

AUTHENTICATION OF BID AND AFFIDAVIT
OF NON-COLLUSION AND NON-CONFLICT OF INTEREST

I hereby swear (or affirm) under the penalty for false swearing as provided by KRS 523.040:

1. That I am the bidder (if the bidder is an individual), a partner, (if the bidder is a partnership), or an officer or employee of the bidding corporation having authority to sign on its behalf (if the bidder is a corporation);

2. That the attached bid or bids covering Kentucky Division of Real Properties Invitation No. 11182016 have been arrived at by the Bidder independently and have been submitted without collusion with, and without any agreement, understanding or planned common course of action with, any other lessee of materials, supplies, equipment or services described in the invitation to bid, designed to limit independent bidding or competition;

3. That the contents of the bid or bids have not been communicated by the bidder or its employees or agents to any person not an employee or agent of the bidder or its surety on any bond furnished with the bid or bids and will not be communicated to any such person prior to the official opening of the bid or bids:

4. That the bidder is legally entitled to enter into the contracts with the Commonwealth of Kentucky and is not in violation of any prohibited conflict of interest, including those prohibited by the provisions of KRS 45A.330 to .340, 45A.990, 164.390 or KRS 11A.040 of the Executive Branch Code of Ethics, and;

5. That I have fully informed myself regarding the accuracy of the statements made above.

Solicitation/Contract #: _____

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):

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 121.050 to the campaign of the gubernational candidate elected in the election last preceding the date of contract award.

b. In accordance with KRS 121.330(1) and (2), and if this is a non-bid contract, neither the contractor, nor officers or employees of the contractor or any entity affiliated with the contractor, nor the spouses of officers or employees of the contractor or any entity affiliated with the contractor, have knowingly contributed more than $5,000 in aggregate to the campaign of a candidate elected in the election last preceding the date of contract award that has jurisdiction over this contract award.

Solicitation/Contract #: _____

REQUIRED AFFIDAVIT FOR BIDDERS, OFFERORS AND CONTRACTORS **PAGE 2 OF 2**

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

As a duly authorized representative for the 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 _____

_____

Phone and/or Cell _____

Email _____

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

of _____ this _____day of _____,20___.
(Company Name)

_____
Notary Public

[seal of notary] My commission expires: _____

IMPORTANT - THIS SECTION MUST BE READ, SIGNED, NOTARIZED, AND RETURNED WITH THE PROPOSAL PACKAGE:

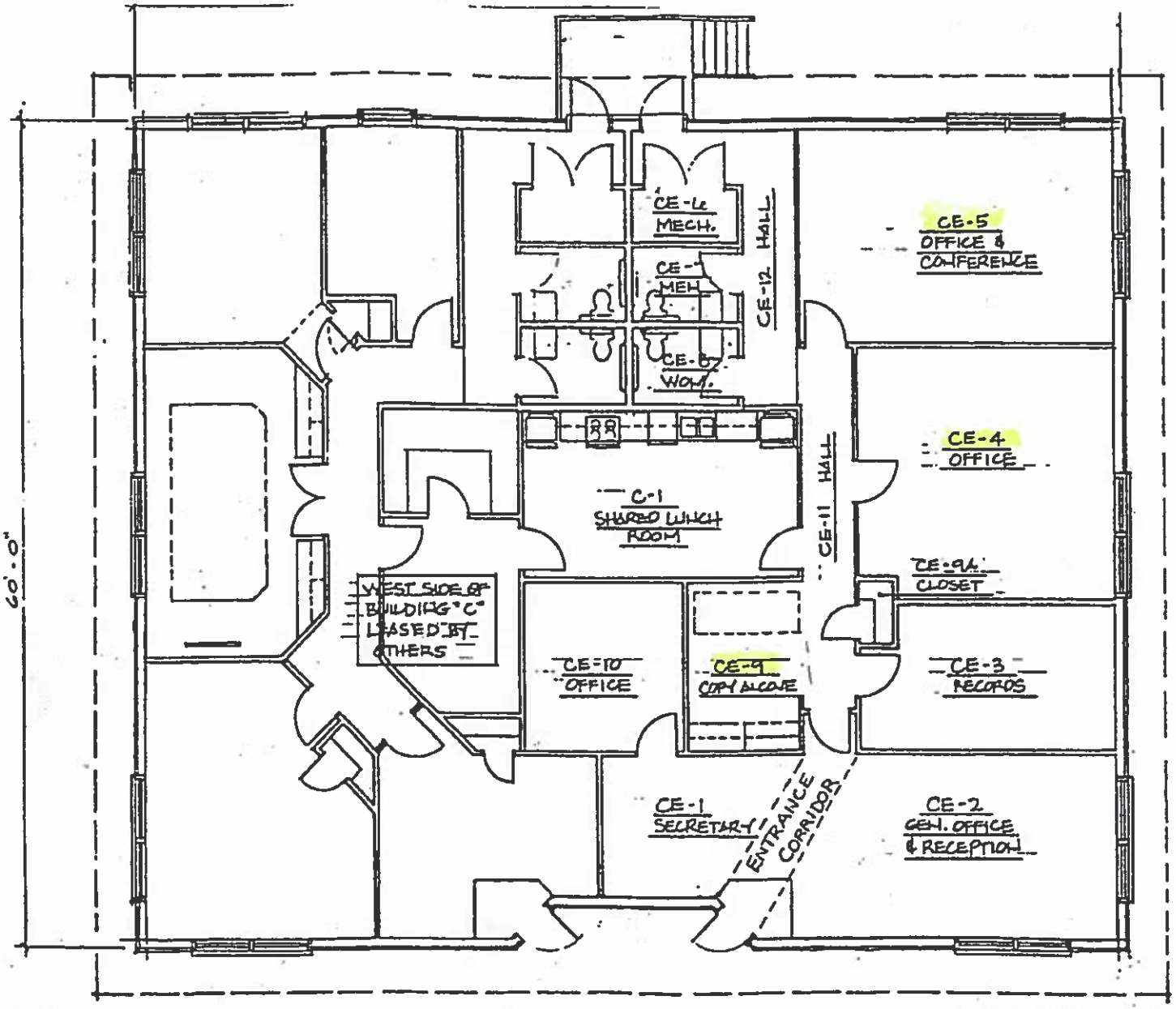
SENATE BILL 258, ADOPTED BY 1994
REGULAR SESSION OF GENERAL ASSEMBLY

Pursuant to 1994's Senate Bill 258, the Bidder shall reveal to the Commonwealth, prior to the award of a contract, any final determination of a violation by the Bidder within the previous five (5) year period of the provisions of KRS Chapters 136, 139, 141, 337, 341 and 342.

For the purpose of complying with the provisions of Senate Bill 258, please list any final determination(s) of violation(s) of KRS Chapters 136, 139, 141, 337, 338, 341, and 342, which have been rendered against the Bidder within the five (5) years preceding the award of this contract. Please include the date of the determination and the state agency issuing the determination (Please use extra sheets if necessary.)

KRS VIOLATION	DATE	STATE AGENCY

The Bidder is further notified that 1994's Senate Bill 258 requires that for the duration of of this contract, the Bidder shall be in continuous compliance with the provisions of KRS Chapters 136, 139, 141, 337, 338, 341, which apply to the Bidder's operations. Senate Bill 258 further provides that the Bidders Failure to reveal a final determination of a violation of KRS Chapters 136, 139, 141, 337, 338, 341, and 342, or failure to comply with the above-cited statutes for the duration of the contract, shall be grounds for the Commonwealth's cancellation of the contract, and the Bidder's disqualification from eligibility to bid or submit proposals to the Commonwealth for a period of two (2) years.



NET RENTABLE
AREA =
2129 S.F.

EXHIBIT I