

**Amendment #3**  
**CAPITAL PLAZA AREA REDEVELOPMENT**  
**REQUEST FOR PROPOSALS (RFP)**

- I. **On Page 24, Section B., first paragraph, is hereby deleted in its entirety and substituted with the following (new language underscored; deleted language stricken):**

**“B. Lease Agreement**

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

- II. **The Commonwealth’s list of salvageable items, on Page \_\_, is hereby amended as follows (new language underscored; deleted language stricken):**

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

- Emergency Generator and related above ground fuel tank.
- Security cameras (cameras only; not wiring) in the parking garages.
- New spare 2000-KVA Electrical Services Transformer.
- Hirsch Building Access controls. (Panels and door hardware)
- Door ADA door operators.
- Various Door lock hardware.
- Both cooling towers located on Wilkerson Blvd. (Should the Offeror desire to utilize these cooling towers for the new construction of this Project, please indicate that in Offeror's response, and the Commonwealth may not chose to salvage)
- All Automated Logic control panels and hardware.
- Fire Alarm panels and associated hardware.
- 290 signage
- Access controls
- Fire extinguishers
- Wi-Fi system
- Tools
- New motors and replacement parts and equipment
- Cleaning equipment
- Rugs
- Carts, tables, chairs
- Carpet squares on Floors
- 2 forklifts in parking garage
- ~~Civic Center — seats, sound system. A complete list of Commonwealth to be salvaged items from the Civic Center shall be provided through a future amendment to this RFP.~~

CIVIC CENTER: The Commonwealth intends to remove everything from the Convention Center with the exception of the items below:

- bathroom fixtures
- sink in mop room
- wooden work bench in shop area

The Civic Center items listed below are yet to be determined:

- Arena seating
- Lockers in locker rooms

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

**III. The following new section is added on page 37:**

“AC. Confidential Information:

The Offeror and the Commonwealth agree that all information communicated between the before the effective date of the agreement shall be received in strict confidence and shall not be necessarily disclosed by the receiving party, its agents, or employees, without prior written consent of the other party. Such material will be kept confidential subject to the Commonwealth and federal public information disclosure laws. Upon signing the agreement by all parties (and recording in the county clerk’s office, terms of the agreement become available to the public, pursuant to provisions of the Kentucky Revised Statutes.

The Offeror shall comply with the provisions of the Privacy Act of 1974 and instruct its employees to use the same degree of care as it uses with its own data to keep confidential information concerning client data, the business of the Commonwealth, its financial affairs, its relations with its citizens and its employees, as well as any other information which may be specifically classified as confidential by the Commonwealth in writing to the Offeror. All federal and state regulations and statutes related to confidentiality shall be applicable to the Offeror. The Offeror shall have an appropriate agreement with its employees, and any subcontractor employees, to that effect, provided however, that the foregoing will not apply to:

- a. Information which the Commonwealth has released in writing from being maintained in confidence;
- b. Information which at the time of disclosure is in the public domain by having been printed and published and available to the public in libraries or other public places where such data is usually collected; or
- c. Information, which, after disclosure, becomes part of the public domain as defined above, through no act of the Offeror.

After an agreement is awarded in whole or in part, the Commonwealth shall have the right to duplicate, use, or disclose all proposal data submitted by offerors in response to RFP#080417 as a matter of public record. Although the Commonwealth recognizes the Offeror’s possible interest in preserving selected data which may be part of a proposal, the Commonwealth must treat such information as provided by the Kentucky Open Records Act, KRS 61.870 et sequitur.

Informational areas which normally might be considered proprietary shall be limited to individual personal data, customer references, selected financial data, formulae, financial audits, which, if disclosed, would permit an unfair advantage to competitors.

The Commonwealth shall have the right to use all system ideas, or adaptation of those ideas, contained in any proposal received in response to RFP#080417. Selection or rejection of the proposal will not affect this right.”

**Offerors should clearly mark as proprietary/confidential ALL documents Offeror wishes to**

**remain confidential/proprietary in its submittal, and list those documents in the Offeror's transmittal letter.**

**IV. The following new number 11 is added to "Transmittal Letter" on page 41:**

"11. A statement that the Offeror's proposal contains or does not contain proprietary/confidential information. If Offeror's proposal contains such information, Offeror shall list in transmittal letter those documents that Offeror wishes to remain confidential/proprietary (items should be clearly marked as such).

**V. Please see attached Asbestos Containing Material Inspection Capital Plaza Area, completed by Lee Engineering, LLC, dated April 7, 2017.**

**END OF AMENDMENT #3**