

UTILIZATION OF OLD ARMORY
RFP #2859
DEADLINE: 3:00 P.M. PREVAILING LOCAL TIME
FRIDAY, JUNE 1, 2012

I. INTENT

The City of Owensboro is requesting proposals from individuals, companies or organizations interested in utilizing the old Armory property located at 1501 West Parrish Avenue (see attached map) for a project that would serve the public's interest.

The Owensboro Armory sits on land currently owned by the City of Owensboro that was originally part of Moreland Park. The modern-style building opened in 1949 and since then has been used both for military activities and for community events. In 2002 it was listed in the National Register of Historic Places but there are no mandates or restrictions in how the current building can be remodeled. Even though a viable project which would incorporate this historic building may be desirable, it is also permissible to raze the structure if your project requires such. However, whatever project is proposed, it must include an area 1.2 acre in size for a retention basin.

II. GENERAL COMPLIANCE

Please read these instructions carefully.

"NO PROPOSAL": Proposers unable or unwilling to submit a Proposal should immediately return the "Quote Sheet" only with "No Proposal" marked clearly on the outside of the envelope. Any vendor not submitting a Proposal is encouraged to indicate the reason(s) for not participating.

PROPOSAL REQUIREMENTS: Each proposal must contain all of the following information:

- Detailed plans of your project and how the property will be utilized
- A detailed explanation as to how the project qualifies as public purpose
- A timeline from start to completion of the project
- Current company, organization or individual assets available for the project
- A business plan for short and long term sustainability of your project
- A detailed explanation of any assistance requested from the City of Owensboro

PROPOSAL SUBMISSION: All Proposals, any accompanying letters, forms, samples, pictures, catalogs, or any other pertinent material that accompanies the proposal becomes the property of the City and will not be returned to the proposer unless an agreement in writing is secured before the proposal is submitted to the City.

The signed completed original Proposal package and three (3) copies must be sealed in an envelope/package with the Proposal number, project name, proposer's name and opening date clearly marked on the outside of the envelope/package. The first page of the original Proposal should be marked "Original" and the first page of the copies should be marked "Copy." Fax copies will not be accepted. **The Proposal shall be addressed and delivered to Leigh Ann Ragland, Purchasing Department, City Hall, Room 119, 101 East Fourth Street, Owensboro, KY 42303 prior to Proposal deadline scheduled for 3:00 p.m. prevailing local time on Friday, June 1, 2012.**

ANY PROPOSAL NOT RECEIVED PRIOR TO SCHEDULED DEADLINE WILL BE REJECTED AND RETURNED UNOPENED.

TRADE SECRETS EXEMPTION TO PUBLIC RECORDS DISCLOSURE: All proposals (including all documentation and materials attached to proposals or otherwise submitted in connection with this RFP) submitted to the City are subject to public disclosure

METHOD OF PROCUREMENT: Competitive Negotiation (KRS 45A.370) will be the method of procurement for the purchase of the item(s) specified herein.

KENTUCKY OPEN RECORDS LAW: At the time a bid or proposal is submitted to the City, Vendor shall identify any information that is submitted as part of the Proposal that is proprietary or confidential in nature and not subject to release for public inspection. The City of Owensboro will protect any proprietary or confidential information to the extent allowable under the Kentucky Open Records Act.

METHOD OF AWARD: This Proposal will be evaluated on the evaluation criteria established in the Evaluation Process.

The City of Owensboro reserves the right to award the contract without written or oral discussions with proposers. The City of Owensboro reserves the right to reject any and all proposals, to waive irregularities or minor defects in a proposal, and to award contracts based on the best interest or what is most advantageous to the City, taking into consideration the evaluation factors set forth in this RFP and upon approval of the City of Owensboro's Board of Commissioners

EVALUATION PROCESS: A three (3) person committee will score each proposal independently based on the following criteria:

Criteria	Points
Quality of Proposal	10
Potential for future economic impact	15
Public benefit of project	20
Utilization of the existing building	10
Assistance required by the City of Owensboro (minimal need for assistance earns a higher score)	25
Long term sustainability of the project	20
Total:	100

Proposals will be evaluated on the basis of the written materials submitted. Discussions may be conducted with these Proposers to further clarify the City's requirements and the Proposers' proposals. During the evaluation process, the City may, at its discretion, request any one or all firms to make oral presentations. Such presentations will provide firms with an opportunity to answer any questions the City may have on a firm's proposal. Not all firms may be asked to make such oral presentations.

OWNER'S RIGHTS:

DEFAULT; RIGHT TO TERMINATE CONTRACT:

In the event that any of the provisions of the contract are violated by the contractor, or by any of his subcontractors, the City may serve written notice upon the contractor and the surety of its intention to terminate the contract, such notices to contain the reasons for such intention to terminate the contract, and unless within ten (10) Days after the serving of such notice upon the

contract, such violation or delay shall cease and satisfactory arrangements of correction be made, the contract shall upon the expiration of said ten (10) day, cease and terminate. In the event of such termination, the City shall immediately serve notice thereof upon the surety and the contractor and the surety shall have the right to take over and perform the contract; provided, however, that if the surety does not commence performance thereof within ten (10) days from the date of the mailing to such surety of notice of termination, the City may take over the work and prosecute the same to completion by contract or by force account for the account and at the expense of the contractor and the subcontractor and his surety shall be liable to the City for any excess cost occasioned by the City thereby, and in such event the City may take possession of and utilize in completing the work, such materials, appliances and plant as may be on the site of the work and necessary therefore.

The City may terminate this contract at any time by giving at least ten (10) days notice in writing to the contractor. If the contract is terminated by the City as provided herein, the contractor will be paid for the time provided and expenses incurred up to the termination date. If this contract is terminated due to the fault of the contractor, the above paragraph relative to termination shall apply.

SAFETY: Vendor must perform work in a safe and timely fashion, maintain a clean and safe work environment, follow safety requirements established by OSHA and the City of Owensboro, and may be required to provide safety equipment. If, in the opinion of the City, safety precautions are not in existence, work will cease immediately until corrective action is taken. Work will begin again only when vendor demonstrates to the satisfaction of the City that conditions are without risk.

INSURANCE REQUIREMENTS: The successful Proposer covenants and agrees to maintain and keep in force during the term of the contract worker's compensation, property, casualty, and general liability in the following minimum amounts:

<u>Type of Insurance</u>	<u>Limits</u>
Worker's Compensation	Statutory
Professional Liability	\$1,000,000
Commercial Automobile Liability, if applicable	\$300,000

All general and automobile liability policies of insurance contractor shall have the City named as an additional insured and shall further require that their liability carrier(s) notify the City at least thirty (30) days prior to the effective date of any change(s) in or cancellations of said insurance policies. A current copy of Proposer's insurance certificate providing proof of insurance as stated above must be on file in the Purchasing Department prior to Proposal award. Submission of insurance certificate copy may be included with the Proposal package.

HOLD HARMLESS AGREEMENT: The contractor/subcontractor covenants to save, defend, keep harmless, and indemnify the City of Owensboro and all of its officers, departments, agencies, agents, and employees from and against all claims, loss, damage, injury, fine, penalties, and costs including court costs and attorney's fees, charges, liability, and exposure however caused resulting from, arising out of, or in any way connected with the contractor's/subcontractor's negligent performance or non-performance of the terms of the contract.

PROPOSOR'S QUALIFICATIONS: Proposer must demonstrate to the satisfaction of the City of Owensboro that he has adequate equipment, personnel, experience and understanding of the specifications to perform service under the contract.

No contract will be awarded to any Proposor who, in the opinion of the City, is not qualified to perform satisfactorily due to a previously unfavorable performance, reputation or lack of experience, capital, organization, equipment, and/or personnel to conduct and complete the services in accordance with the terms and conditions of the contract.

Successful Proposor must comply with the City of Owensboro ordinances relating to Occupational License Fees, Business Licenses, payroll and net profits and any other ordinances which may apply to any particular Proposal package.

EQUAL OPPORTUNITY STATUTES: The City of Owensboro is an equal opportunity employer and does not discriminate on the basis of race, color, religion, sex, national origin, age, marital status, physical or mental disability, or any other characteristic protected by law. The City is also committed to employing only United States citizens and aliens who are authorized to work in the United States. The City complies with the Immigration Reform and Control Act of 1986. Therefore, the successful Proposor must demonstrate to the satisfaction of the City that he also conforms to all Federal, state, and local equal opportunity statutes. Further, the contractor will reimburse the City of Owensboro for any damages incurred due to any violation of the above mentioned statutes by the contractor while under contract to the City.

CONFLICTS OF INTEREST:

All Proposers are responsible for complying with the following KRS 45A.455: Conflicts of Interest - Gratuities and Kickbacks - Use of Confidential Information.

It shall be a breach of ethical standards for any employee with procurement authority to participate directly in any proceeding or application; request for ruling or other determination; claim or controversy; or other particular matter pertaining to any contract or subcontract, and any solicitation or proposal therefore, in which to his knowledge:

He, or any member of his immediate family has a financial interest therein; or a business or organization in which he or any member of his immediate family has a financial interest as an officer, director, trustee, partner, or employee, is a party; or any other person, business, or organization with whom he or any member of his immediate family is negotiating or has an arrangement concerning prospective employment is a party. Direct or indirect participation shall include but not be limited to involvement through decision, approval, disapproval, recommendations, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing, or in any other advisory capacity.

It shall be a breach of ethical standards for any person to offer, give, or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment, in concoction with any decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling or other determination, claim or controversy, or other particular matter, pertaining to any contract or subcontract any solicitation or proposal therefore.

It is a breach of ethical standards for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the price contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

The prohibition against conflicts and gratuities and kickbacks shall be conspicuously set forth in every local public agency written contract and solicitation therefore.

It shall be a breach of ethical standards for any public employee or former employee knowingly to use confidential information for his actual or anticipated personal gain, or the actual or anticipated personal gain of another person.

For further information on the conflict of interest statutes, see the "Recovery of Value of Anything Transferred or Received in Breach of Ethical Standards" at KRS 45A.460, and "Definitions for Terms Used in KRS 45A.445 to 45A.460" at KRS 45A.445.

ADDITIONAL INFORMATION: Requests for additional information or clarification of specifications should be directed to Leigh Ann Ragland, Purchasing Department, by mail, email (raglandla@owensboro.org) or fax to (270) 687-8579.

As a requirement of this process, firms shall not contact or visit any City officers, Divisions or Departments involved in the selection process. The sole City Department the firm may contact for clarification and additional information is the City of Owensboro Purchasing Department, PO Box 10003, Owensboro, KY 42302, Phone 270-687-8431, Fax 270-687-8579. **All questions related to this proposal must be submitted no later than noon on Friday, May 25, 2012.** Responses will be prepared by the Purchasing Department and will be distributed to all.

Any firm found to be in contact with a City official or member of the selection committee other than the designated contact from the date of issuance through the completion of the selection process, may be disqualified from further participation in the selection process. The City reserves the right to disqualify Proposers before or after opening, upon evidence of collusion with intent to defraud or other illegal practices on the part of the Proposer.

DISCREPANCIES, ERRORS, AND OMISSIONS: Any discrepancies, errors, or ambiguities in this RFP or addenda (if any) should be reported in writing to the City's Purchasing Department. Should it be found necessary, a written addendum will be incorporated in this RFP. The City will not be responsible for any oral instructions, clarifications, or other communications.

If necessary, a written addendum to this RFP will be issued and mailed to proposers who have registered and obtained a copy of this proposal from the City Purchasing Department.

III. TERMS OF AGREEMENT

MODIFICATION OR WITHDRAWAL OF OFFER: A proposal may not be modified, withdrawn, or canceled by the Proposer for 120 days following the time and date designated for the opening of proposals (except when requested by the City for clarification, presentation or best and final offers) and the Proposer so agree by submitting their proposals.

ACCEPTANCE OF OFFER: The signed proposal shall be considered an offer on the part of the Proposer.

EXECUTION OF AGREEMENT: The individual, firm, or corporation to which the Agreement is awarded shall sign the necessary agreement entering into a contract with the City, and return it to the City within ten (10) business days from the date the final approved agreement has been received by the successful Proposer. No agreement shall be considered binding upon the City until it has been properly executed.

PROPERTY DAMAGE/GENERAL INDEMNITY/HOLD HARMLESS: As part of the Agreement, Proposer shall sign a general release, indemnification and hold harmless provision which clearly articulates that the Proposer is fully responsible for any and all claims, damages, etc... related to the performance of the terms of the Agreement. Repairs to private property and any other damages whatsoever, including those resulting from the intentional or negligent acts (including acts of omission) of the Proposer, its personnel, agents, representatives or subcontractors, shall be the responsibility of the Proposer, at its own expense.

STATEMENT REQUIRED PURSUANT TO KRS45A.395

The provisions of KRS45A.395 require that any bidder or proposer submit a sworn statement in conformity with such statute as a prerequisite to a determination that such bidder or offeror is a responsible bidder.

The undersigned, individually and as the _____ (office or title) of _____ (bidder or offeror) states under penalty of perjury that neither he (she), nor, to the best of his (her) knowledge, anyone acting on behalf of Bidder or

Proposer, has knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky and that the award of a contract to the Bidder or Offeror will not violate any provision of the campaign finance laws of the Commonwealth. "Knowingly" means, with respect to conduct or to a circumstance described by a statute defining an offense, that a person is aware or should have been aware that his conduct is of that nature or that the circumstance exists.

This _____ day of _____, 2012

(Signature)

(Typed or printed name)

VENDOR'S STATEMENT PURSUANT TO KRS45A.343

45A.343 Local Public Agency may adopt provisions of KRS 45A.345 to 45A.460—
Effect of adoption – Contracts required to mandate revealing of violations of and compliance
with specified KRS chapters – Effect of nondisclosure or noncompliance.

The undersigned, as a duly authorized officer of _____
pursuant to KRS45A.343 states;

1. To the best of my knowledge, information and belief, _____ has
not been finally determined to have violated any of the provisions of KRS Chapters 136, 139,
141, 337, 338, 341, or 342 that apply to it within the five year period preceding this statement.
2. _____ acknowledges that it will be required to
be in compliance with those provisions of KRS Chapters 136, 139, 141, 337, 338, 341, and 342
that apply to it for the duration of the Contract to be entered into with the City of Owensboro,
Kentucky.
3. _____ acknowledges that if it fails to reveal
any final determination of violation of KRS Chapters 136, 139, 141, 337, 338, 341, or 342, or to
comply with the applicable provisions of those statutes for the duration of the aforesaid
Contract, such shall be grounds for The City of Owensboro, Kentucky to:
 - a. Cancel its contract with _____, and
 - b. Disqualify _____ from eligibility
for future contracts awarded by The City of Owensboro for a period of two years.

This the _____ day of _____, 2012.

(Company Name)

By: _____

Title: _____

Kentucky Preference Laws

The scoring of bids/proposals is subject to Reciprocal preference for Kentucky resident bidders and Preferences for a Qualified Bidder or the Department of Corrections, Division of Prison Industries.

Reciprocal preference for Kentucky resident bidders**KRS 45A.490 Definitions for KRS 45A.490 to 45A.494.**

As used in KRS 45A.490 to 45A.494:

- (1) "Contract" means any agreement of a public agency, including grants and orders, for the purchase or disposal of supplies, services, construction, or any other item; and
- (2) "Public agency" has the same meaning as in KRS 61.805.

KRS 45A.492 Legislative declarations.

The General Assembly declares:

- (1) A public purpose of the Commonwealth is served by providing preference to Kentucky residents in contracts by public agencies; and
- (2) Providing preference to Kentucky residents equalizes the competition with other states that provide preference to their residents.

KRS 45A.494 Reciprocal preference to be given by public agencies to resident bidders -- List of states -- Administrative regulations.

- (1) Prior to a contract being awarded to the lowest responsible and responsive bidder on a contract by a public agency, a resident bidder of the Commonwealth shall be given a preference against a nonresident bidder registered in any state that gives or requires a preference to bidders from that state. The preference shall be equal to the preference given or required by the state of the nonresident bidder.
- (2) A resident bidder is an individual, partnership, association, corporation, or other business entity that, on the date the contract is first advertised or announced as available for bidding:
 - (a) Is authorized to transact business in the Commonwealth; and
 - (b) Has for one (1) year prior to and through the date of the advertisement, filed Kentucky corporate income taxes, made payments to the Kentucky unemployment insurance fund established in KRS 341.490, and maintained a Kentucky workers' compensation policy in effect.
- (3) A nonresident bidder is an individual, partnership, association, corporation, or other business entity that does not meet the requirements of subsection (2) of this section.
- (4) If a procurement determination results in a tie between a resident bidder and a nonresident bidder, preference shall be given to the resident bidder.
- (5) This section shall apply to all contracts funded or controlled in whole or in part by a public agency.
- (6) The Finance and Administration Cabinet shall maintain a list of states that give to or require a preference for their own resident bidders, including details of the preference given to such bidders, to be used by public agencies in determining resident bidder preferences. The cabinet shall also promulgate administrative regulations in accordance with KRS Chapter 13A establishing the procedure by which the preferences required by this section shall be given.
- (7) The preference for resident bidders shall not be given if the preference conflicts with federal law.
- (8) Any public agency soliciting or advertising for bids for contracts shall make KRS 45A.490 to 45A.494 part of the solicitation or advertisement for bids.

The reciprocal preference as described in KRS 45A.490-494 above shall be applied in accordance with 200 KAR 5:400.

Determining the residency of a bidder for purposes of applying a reciprocal preference

Any individual, partnership, association, corporation, or other business entity claiming resident bidder status shall submit along with its response the attached Required Affidavit for Bidders, Proposers, and Contractors Claiming Resident Bidder Status. The BIDDING AGENCY reserves the right to request documentation supporting a bidder's claim of resident bidder status. Failure to provide such documentation upon request shall result in disqualification of the bidder or contract termination.

A nonresident bidder shall submit, along with its response, its certificate of authority to transact business in the Commonwealth as filed with the Commonwealth of Kentucky, Secretary of State. The location of the principal office identified therein shall be deemed the state of residency for that bidder. If the bidder is not required by law to obtain said certificate, the state of residency for that bidder shall be deemed to be that which is identified in its mailing address as provided in its bid.

Preferences for a Qualified Bidder or the Department of Corrections, Division of Prison Industries.

Pursuant to 200 KAR 5:410, and KRS 45A.470, Kentucky Correctional Industries will receive a preference equal to twenty (20) percent of the maximum points awarded to a bidder in a solicitation. In addition, the following "qualified bidders" will receive a preference equal to fifteen (15) percent of the maximum points awarded to a bidder in a solicitation: Kentucky Industries for the Blind, any nonprofit corporation that furthers the purposes of KRS Chapter 163 and any qualified nonprofit agencies for individuals with severe disabilities as defined in KRS 45A.465(3). Other than Kentucky Industries for the Blind, a bidder claiming "qualified bidder" status shall submit along with its response to the solicitation a notarized affidavit which affirms that it meets the requirements to be considered a qualified bidder- affidavit form included. If requested, failure to provide documentation to a public agency proving qualified bidder status may result in disqualification of the bidder or contract termination.

REQUIRED AFFIDAVIT FOR BIDDERS, OFFERORS AND CONTRACTORS CLAIMING QUALIFIED BIDDER STATUS

FOR BIDS AND CONTRACTS IN GENERAL:

I. The bidder or proposer swears and affirms under penalty of perjury that the entity bidding, and all subcontractors therein, meets the requirements to be considered a "qualified bidder" in accordance with [200 KAR 5:410\(3\)](#); and will continue to comply with such requirements for the duration of any contract awarded. Please identify below the particular "qualified bidder" status claimed by the bidding entity.

_____ A nonprofit corporation that furthers the purposes of KRS Chapter 163

_____ Per KRS 45A.465(3), a "Qualified nonprofit agency for individuals with severe disabilities" means an organization that:

- (a) Is organized and operated in the interest of individuals with severe disabilities; and
- (b) Complies with any applicable occupational health and safety law of the United States and the Commonwealth; and
- (c) In the manufacture or provision of products or services listed or purchased under KRS 45A.470, during the fiscal year employs individuals with severe disabilities for not less than seventy-five percent (75%) of the man hours of direct labor required for the manufacture or provision of the products or services; and
- (d) Is registered and in good standing as a nonprofit organization with the Secretary of State.

The BIDDING AGENCY reserves the right to request documentation supporting a bidder's claim of qualified bidder status. Failure to provide such documentation upon request may result in disqualification of the bidder or contract termination.

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: _____

**REQUIRED AFFIDAVIT FOR BIDDERS, OFFERORS AND CONTRACTORS CLAIMING
RESIDENT BIDDER STATUS**

FOR BIDS AND CONTRACTS IN GENERAL:

The bidder or offeror hereby swears and affirms under penalty of perjury that, in accordance with KRS 45A.494(2), the entity bidding is an individual, partnership, association, corporation, or other business entity that, on the date the contract is first advertised or announced as available for bidding:

1. Is authorized to transact business in the Commonwealth;
2. Has for one year prior to and through the date of advertisement
 - a. Filed Kentucky income taxes;
 - b. Made payments to the Kentucky unemployment insurance fund established in KRS 341.49; and
 - c. Maintained a Kentucky workers' compensation policy in effect.

The **BIDDING AGENCY** reserves the right to request documentation supporting a bidder's claim of resident bidder status. Failure to provide such documentation upon request shall result in disqualification of the bidder or contract termination.

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: _____



 Amory Property
(1501 W Parrish Ave)

 Parcel

February/March 2010 Photo



Data Source ODCGIS
City of Owensboro IT Dept
270-687-8634

Map No. 39242.F
May 1, 2012

