An Equal Opportunity University

Request for Proposal
UK-1823-18
Proposal Due Date – 3/21/18

MULTI-FAMILY DEVELOPER
COLDSTREAM RESEARCH CAMPUS
RESIDENTIAL VILLAGE DEVELOPMENT PROJECT
REQUEST FOR PROPOSAL (RFP)

ATTENTION: This is not an order. Read all instructions, terms and conditions carefully.

PROPOSAL NO.: UK-1823-18
Issue Date: 2/5/2018
Title: Multi-Family Developer – Coldstream Research Project
Purchasing Officer: Naomi Emmons
Phone: 859-257-1555

RETURN ORIGINAL COPY OF PROPOSAL TO:
UNIVERSITY OF KENTUCKY PURCHASING DIVISION
411 S LIMESTONE
ROOM 322 PETERSON SERVICE BLDG.
LEXINGTON, KY 40506-0005

IMPORTANT: PROPOSALS MUST BE RECEIVED BY: 3/21/2018 3 P.M. LEXINGTON, KY TIME.

NOTICE OF REQUIREMENTS
1. The University’s General Terms and Conditions and Instructions to Bidders, viewable at www.uky.edu/Purchasing/terms.htm, apply to this RFP. When the RFP includes construction services, the University’s General Conditions for Construction and Instructions to Bidders, viewable at www.uky.edu/Purchasing/cpohome.htm, apply to the RFP.
2. Contracts resulting from this RFP must be governed by and in accordance with the laws of the Commonwealth of Kentucky.
3. Any agreement or collusion among offerors or prospective offerors, which restrains, tends to restrain, or is reasonably calculated to restrain competition by agreement to bid at a fixed price or to refrain from bidding, or otherwise, is prohibited.
4. Any person who violates any provisions of KRS 45A.325 shall be guilty of a felony and shall be punished by a fine of not less than five thousand dollars nor more than ten thousand dollars, or be imprisoned not less than one year nor more than five years, or both such fine and imprisonment. Any firm, corporation, or association who violates any of the provisions of KRS 45A.325 shall, upon conviction, be fined not less than ten thousand dollars or more than twenty thousand dollars.

AUTHENTICATION OF BID AND STATEMENT 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 offeror (if the offeror is an individual), a partner, (if the offeror is a partnership), or an officer or employee of the bidding corporation having authority to sign on its behalf (if the offeror is a corporation);
2. That the attached proposal has been arrived at by the offeror independently and has been submitted without collusion with, and without any agreement, understanding or planned common course of action with, any other Contractor of materials, supplies, equipment or services described in the RFP, designed to limit independent bidding or competition;
3. That the contents of the proposal have not been communicated by the offeror or its employees or agents to any person not an employee or agent of the offeror or its surety on any bond furnished with the proposal and will not be communicated to any such person prior to the official closing of the RFP;
4. That the offeror is legally entitled to enter into contracts with the University of Kentucky and is not in violation of any prohibited conflict of interest, including, but not limited to, those prohibited by the provisions of KRS 45A.330 to .340, and 164.390;
5. That the offeror, and its affiliates, are duly registered with the Kentucky Department of Revenue to collect and remit the sale and use tax imposed by Chapter 139 to the extent required by Kentucky law and will remain registered for the duration of any contract award;
6. That I have fully informed myself regarding the accuracy of the statement made above.

SWORN STATEMENT OF COMPLIANCE WITH CAMPAIGN FINANCE LAWS
In accordance with KRS45A.110 (2), the undersigned hereby swears under penalty of perjury that he/she has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky and that the award of a contract to a bidder will not violate any provision of the campaign finance laws of the Commonwealth of Kentucky.

CONTRACTOR REPORT OF PRIOR VIOLATIONS OF KRS CHAPTERS 136, 139, 141, 337, 338, 341 & 342
The contractor by signing and submitting a proposal agrees as required by 45A.485 to submit final determinations of any violations of the provisions of KRS Chapters 136, 139, 141, 337, 338, 341 and 342 that have occurred in the previous five (5) years prior to the award of a contract and agrees to remain in continuous compliance with the provisions of the statutes during the duration of any contract that may be established. Final determinations of violations of these statutes must be provided to the University by the successful contractor prior to the award of a contract.

CERTIFICATION OF NON-SEGREGATED FACILITIES
The contractor, by submitting a proposal, certifies that he/she is in compliance with the Code of Federal Regulations, 41 CFR 60-1.8(b) that prohibits the maintaining of segregated facilities.

SIGNATURE REQUIRED: This proposal cannot be considered valid unless signed and dated by an authorized agent of the offeror. Type or print the signatory's name, title, address, phone number and fax number in the spaces provided. Offers signed by an agent are to be accompanied by evidence of his/her authority unless such evidence has been previously furnished to the issuing office.

DELIVERY TIME: NAME OF COMPANY: DUNS #
PROPOSAL FIRM THROUGH: ADDRESS: Phone/Fax:
PAYMENT TERMS: CITY, STATE & ZIP CODE: E-MAIL:
SHIPPING TERMS: F. O. B. DESTINATION PREPAID AND ALLOWED TYPED OR PRINTED NAME: WEB ADDRESS:
FEDERAL EMPLOYER ID NO.: SIGNATURE: DATE:

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REVISED 7-5-2017
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1.0 DEFINITIONS

The term "addenda" means written or graphic instructions issued by the University of Kentucky prior to the receipt of proposals that modify or interpret the RFP documents by additions, deletions, clarifications and/or corrections.

The term "competitive negotiations" means the method authorized in the Kentucky Revised Statutes, Chapter 45A.085.

The terms "offer" or "proposal" mean the offeror’s/offerors’ response to this RFP.

The term "offeror" means the entity or contractor group submitting the proposal.

The term "contractor" means the entity receiving a contract award.

The term "purchasing agency" or “Purchasing Division” means the University of Kentucky Purchasing Division, Room 322 Peterson Service Building, Lexington, KY 40506-0005.

The term "purchasing official" means the University of Kentucky’s appointed contracting representative.

The term "responsible offeror" means a person, company or corporation that has the capability in all respects to perform fully the contract requirements and the integrity and reliability that will assure good faith performance. In determining whether an offeror is responsible, the University may evaluate various factors including (but not limited to): financial resources; experience; organization; technical qualifications; available resources; record of performance; integrity; judgment; ability to perform successfully under the terms and conditions of the contract; adversarial relationship between the offeror and the University that is so serious and compelling that it may negatively impact the work performed under this RFP; or any other cause determined to be so serious and compelling as to affect the responsibility of the offeror.

The term "solicitation" means RFP.

The term "University" means University of Kentucky.
2.0 GENERAL OVERVIEW

2.1 Intent and Scope

The University of Kentucky’s Coldstream Research Campus (UK-CRC) serves as a gateway to downtown Lexington and the University of Kentucky. Located at the intersection of 1-64 and 1-75, the once-prominent horse farm has transformed into a 735-acre hub of innovation and creativity. UK-CRC is the location of choice for research and development companies, many with ties to the University, and contributes to the city of Lexington’s vibrant entrepreneurial community, educated workforce, low cost of living, and high quality of life.

University research campuses “… are often signature developments for creating the dynamic live-work-play environments that attract high-skilled, technology professionals to a region,”¹ according to a key finding from a 2012 survey of North American research parks. UK-CRC serves this role in central Kentucky and has been successful in assisting University entrepreneurial faculty and other community entrepreneurs interested in growing high-tech companies. UK-CRC also works to attract existing companies that want a research and development presence in Lexington so they can collaborate with University researchers and have access to University student talent.

The same survey found the number one reason a private company locates on a research campus is to have access to a skilled workforce/including students.² A dynamic live-work-play-learn environment attracts the next generation high-tech workforce. This group enjoys living close to their work place and the opportunities to be with innovative people from different disciplines. Social infrastructure on a research campus provides places where a random conversation can occur and then escalate into a new innovative idea, an advancement in science, and/or new products to make our lives better.

To further develop itself into a live-work-play-learn environment, UK-CRC is soliciting proposals to select a developer (Developer) to build a multi-family Residential Village Development Project (RVD-Project) in the heart of the UK-CRC.

The specific site location of the RVD-Project is a 13-acre vacant lot on Aristides Boulevard just west of the Embassy Suites Hotel between Newtown Pike and McGrathiana Parkway known as Lot 10. If the Developer desires additional land for a future phase of the RVD-Project, approximately 5 acres across the street between the Carnahan House and McGrathiana Boulevard, known as part of Lot 12, is available. This site is “DEVELOPMENT READY” with existing roads and all utilities including access to redundant electrical service and conduit for additional data lines, if desired. For a map of the existing site layout and the proposed location of the RVD-Project, see ATTACHMENT A.

The University and UK-CRC will not be guarantors of the development project nor will they take an equity position in the proposed RVD-Project. UK-CRC is willing to offer an attractive long-term ground lease to the selected Developer. As part of the Offer, the Offeror must quote the ground rent they are willing to pay. The rent can be a percentage of monthly gross revenue including any guaranteed annual minimum payments, or a fixed per acre per month ground lease with escalation tied to CPI every 5 years.

¹ Driving Regional Innovation and Growth: Results from the 2012 Survey of North American University Research Parks – page 4
² Driving Regional Innovation and Growth: Results from the 2012 Survey of North American University Research Parks – page 26
The response to this RVD-Project RFP will be in two phases. Phase 1 is a summary of what the Offeror is willing to build, and an evaluation of the Offeror’s qualification and experience in designing, financing, executing, and managing similar developments in the past. A preliminary financial offer will also be included, but please note that financial offers can be refined and updated based on information provided in an addendum for those invited to submit a Phase 2 response. Phase 1 responses will be used to judge which, if any, Offerors are asked to participate in Phase 2. The Phase 2 addendum will describe a competition to evaluate design, market feasibility, ability to finance and execute the proposed improvements, and the revised financial deal terms with UK-CRC under a long-term ground lease format. It is envisioned that no more than 3 Offerors will be invited to participate in the more rigorous elements of Phase 2 of this RFP.

More information on Phase 2 will become available in an addendum to this RFP after the initial Phase 1 responses are evaluated. UK-CRC will retain its research park mission and will grow by focusing on high-tech companies including those created by UK research faculty and students, as well as divisions of established companies with the need to partner with UK in the following research areas: agricultural research, energy self-sufficiency, food security, equine research, healthcare, pharmaceutical sciences, and a variety of engineering disciplines.

As part of the RFP submission, qualified Offerors will determine the scope of development, i.e., the number of buildings and their proposed use, and the proposed timeframe for completion. This will be based on the Offeror’s understanding of the UK-CRC market, the appropriate financing they can obtain, and the residential tenants they believe they can attract. The scope of the development proposed by each Offeror in their RFP response will become that Offeror’s definition of the “RVD-Project.” UK-CRC shall have absolute discretion to disqualify any such plan for which in its sole opinion the respondent has not shown the requisite experience and ability to finance and execute.

The ground lease to be negotiated between UK-CRC and the selected Developer shall contain the scope of development described in detail and include a schedule or timetable for each construction phase of the project. The lease shall also contain penalties for non-compliance as well as procedures for mutual adjustment of such scope and timetables between the parties to the lease.

In May 2017, UK-CRC completed the Lexington Fayette Urban County Government’s (LFUCG) approval process for a Zone Ordinance Text Amendment (ZOTA) for the P-2 Zone, now named the University Research Campus zone (formerly the Office, Industry, and Research Park zone). The P-2 zone definition is available at this P-2 zoning link (5-pg PDF). The Offeror should use this definition when making its proposal.

**Major Themes of the New Zoning Ordinance Text Amendments (ZOTA) Definition**

Building density has increased which results in the potential for more square footage of usable space on each lot. The campus has become more pedestrian friendly by bringing buildings closer to the sidewalks. Green space requirements have changed from large yards surrounding all buildings and long setbacks from roads to massing large green spaces in various areas of the campus. Minimum lot size no longer needs to be 5 acres. Creation of a dynamic live-work-play-learn environment provides the social infrastructure necessary to drive (and fund) development of office and R&D facilities.

The Design Guidelines for buildings and other improvements on the UK-CRC are described at this Design Guidelines link (81-pg pdf). The guidelines for residential buildings are in section 5.3. **The minimum standard for this proposed development will be 3-story buildings with elevators with a preference for 4 or 5 story buildings.**
Development Goals: The RVD-Project is to be designed to create a live-work-play-learn environment that is pedestrian friendly and encourages collaboration among tenants. To create this environment, the following elements are necessary:

- high-quality development to elevate the design and character of the campus which includes well-proportioned and active streets that enhance human scale, i.e., a Residential Village using pedestrian scale principles creating a walkable campus environment; create a culture of high energy for young professionals; be complementary to other areas of UK-CRC that are attractive as high-end experiences in technology, advanced research, and business; protect and preserve the environment by designing the landscape and buildings that incorporate the following characteristics: LEED building principles, outdoor sculpture, beautiful outdoor and building lighting, especially at night, unique exteriors, maximized green space, public art and water features to create special places offering surprise, excitement, contemplation, and relaxation; access to public open space, parks, and amenities appropriate to the overall development that would reinforce the image and lifestyle characteristics of a university research campus.

UK-CRC contemplates additional residential needs in the future. The University reserves the right to negotiate with the selected Developer for additional residential projects, however, the continued use of the Developer is on a case by case basis and the University is under no obligation to do so.

2.2 Background Information

Business and research connect at the Coldstream Research Campus (UK-CRC), a premier location situated on 735 acres owned by the University. UK-CRC provides a connection to students, researchers, and resources at the University. The University is one of the few universities in the country with agriculture, engineering, pharmacy, a top research hospital and a national cancer center on one campus.

UK-CRC is located in north Lexington at the Exit 115 Newtown Pike interchange of I-75 and I-64. The location offers easy access and visibility for tenant companies and a traffic count of 130,000 vehicles per day. UK-CRC is only minutes from downtown Lexington and the University’s main campus, providing accessibility to the business and economic development community, and access to the University’s intellectual capital and resources.

The mission of UK-CRC is to cultivate an innovative community where University research combines with private business to create high-tech startup companies, expand existing businesses, and grow well-paying jobs. UK-CRC currently is home to over 50 organizations, 1.3 million square feet of building floor space, and more than 2,100 employees.

UK-CRC’s natural environment is a perfect example of the spirit of Bluegrass country. The on-site hotel and conference center and the full-service golf resort and spa across the street increase the value of UK-CRC as an innovative business location. The research campus has a great recreational amenity, a city park that creates a 225-acre "emerald necklace" around the site. Almost two miles of the 12.5-mile Legacy Trail, a shared-use pedestrian trail and public art venue, is on the UK-CRC campus. This trail connects pedestrian and bicycle enthusiasts from downtown Lexington to the Kentucky Horse Park and travels through the south and west side of the research campus. Existing trails in other parts of Coldstream City Park and the research campus connect with the Legacy Trail.
Historically, the land that makes up the UK-CRC was once called McGrathiana Farm and was home to the first Kentucky Derby winner, Aristides. The location of the RVD-Project is at the intersection of McGrathiana Parkway and Aristides Boulevard.

UK-CRC is part of the University and the real property is wholly owned by the University. Any reference to the University and UK-CRC are for clarity only. The University is a single entity.

For additional information, visit www.UKColdstream.com.

2.3 University Information

Since his arrival, President Eli Capilouto has set forth an ambitious agenda to extend and enhance our role as Kentucky’s land-grant and flagship research university. By focusing on infrastructure growth and improvement; creating opportunities for innovative teaching, learning, and academic excellence; fostering a robust research and creative scholarship enterprise; providing life-saving subspecialty care; empowering communities through service and outreach; and encouraging a transparent and shared dialogue about institutional priorities; the University will ensure a new century of promise for the people we impact.

Founded in 1865 as a land-grant institution adjacent to downtown Lexington, the University is nestled in the scenic heart of the beautiful Bluegrass Region of Kentucky. From its early beginnings, with only 190 students and 10 professors, the University’s campus now covers more than 918 acres and is home to more than 30,000 students and approximately 14,500 employees, including more than 2,300 full-time faculty. The University is one of a small number of universities in the United States that has programs in agriculture, engineering, a full complement of health colleges including medicine and pharmacy, law and fine arts on a single campus, leading to groundbreaking discoveries and unique interdisciplinary collaboration. The state’s flagship university consists of 16 academic and professional colleges where students can choose from more than 200 majors and degree programs at the undergraduate and graduate levels. The colleges are Agriculture, Food and Environment; Arts and Sciences; Business and Economics; Communication and Information; Dentistry; Design; Education; Engineering; Fine Arts; Graduate School; Health Sciences; Law; Lewis Honors College; Medicine; Nursing; Pharmacy; Public Health; and Social Work. These colleges are supported by a modern research library system.

Research at the University is a dynamic enterprise encompassing both traditional scholarship and emerging technologies, and the University’s research faculty, staff and students are establishing the University as one of the nation’s most prolific public research universities. The University’s research enterprise attracted $285 million in research grants and contracts from out-of-state sources, which generated a $580 million impact on the Kentucky economy. Included in this portfolio is $153 million in federal awards from the National Institutes of Health, non-NIH grants from the Department Health and Human Services, the National Science Foundation, Department of Energy, Department of Agriculture and NASA, among others. The National Science Foundation ranks the University’s research enterprise 44th among public institutions.

With more than 50 research centers and institutes, University researchers are discovering new knowledge, providing a rich training ground for current students and the next generation of researchers, and advancing the economic growth of the Commonwealth of Kentucky. Several centers excel in the services offered to the public. The Gluck Equine Research Center is one of only three facilities of its kind in the world, conducting research in equine diseases.
The Center for Applied Energy Research (CAER) is pursuing groundbreaking discovery across the energy disciplines. CAER staff are pioneering new ways to sustainably utilize Kentucky natural resources through carbon-capture algae technology, biomass/coal to liquid products and the opening of the University’s first LEED-certified research lab to support the development of Kentucky’s growing alternative energy industry. Among the brightest examples of the University’s investment in transformative research is the Markey Cancer Center. As a center of excellence and distinction at the University, Markey’s robust research and clinical enterprise is the cornerstone of our commitment to Kentucky – fundamental to our success in uplifting lives through our endeavors and improving the general health and welfare of our state – burdened by the nation’s highest rate of cancer deaths per 100,000 people. In 2013, Markey earned the prestigious National Cancer Institute-designation (NCI) – one of 68 nationally and the only one in Kentucky.

The University was awarded a $20 million Clinical Translational Sciences Award (CTSA) from the National Institutes of Health (NIH). As one of only 60 institutions with this research distinction, the University was awarded the CTSA for its potential in moving research and discovery in the lab into practical field and community applications. The CTSA and NCI are part of a trifecta of federal research grants that includes an Alzheimer’s Disease Center. The University is one of only 22 universities in the country to hold all three premier grants from NIH.

Established in 1957, the medical center at the University is one of the nation’s finest academic medical centers and includes the University's clinical enterprise, UK HealthCare. The 569-bed UK Albert B. Chandler Hospital and Kentucky Children's Hospital, along with 256 beds at UK Good Samaritan Hospital, are supported by a growing faculty and staff providing the most advanced subspecialty care for the most critically injured and ill patients throughout the Commonwealth and beyond. Over the last several years, the number of patients served by the medical enterprise has increased from roughly 19,000 discharges to more than 36,000 discharges in 2014.

UK Chandler Hospital includes the only Level 1 Trauma Center for both adult and pediatric patients in Central and Eastern Kentucky. In addition, UK HealthCare recently opened one of the country's largest robotic hybrid operating rooms and the first of its kind in the region. While our new patient care pavilion is the leading healthcare facility for advanced medical procedures in the region, our talented physicians consult with and travel to our network of affiliate hospitals so Kentucky citizens can receive the best health care available close to their home and never need to leave the Bluegrass for complex subspecialty care.

The University’s agenda remains committed to accelerating the University’s movement toward academic excellence in all areas and gain worldwide recognition for its outstanding academic programs, its commitment to students, its investment in pioneering research and discovery, its success in building a diverse community and its engagement with the larger society. It is all part of the University’s fulfillment of our promise to Kentucky to position our state as a leader in American prosperity.

2.4 Lexington, KY Information

UK-CRC is located in Lexington, Kentucky in the heart of the world-famous Bluegrass. While Lexington may be best known for Thoroughbreds and basketball, it is also becoming one of the best places to live and do business. Forbes, CNNMoney, the Wall Street Journal and Parenting Magazine among others name Lexington one of the best places in the U.S. to find a job, buy a home, raise a family and retire.
Lexington is considered a “University City” and is a great place for businesses of all sizes from startups to established firms. University Cities are full of educated talent, are economically resilient, and provide great access to the arts and cultural events. The city of nearly 320,000 boasts a vibrant, diverse economy including healthcare, advanced manufacturing, high-tech, education, and equine-related industries.

Lexington also has a thriving entrepreneurial community, low cost of living, a top-notch research university and one of the most educated workforces in America. If all of this was not enough, Lexington offers all of the charm of a southern town and excitement of the city with horse racing, arts, history, culture, sports, restaurants, outdoor recreation, and a beautiful rural countryside.

Recent national rankings of Lexington include:

**2017**

#2 Automotive Manufacturing Strength (Kentucky), Business Facilities  
#5 Best Run City, WalletHub  
#7 Best City for New Grads, SmartAsset  
#7 Top Small American City of the Future 2017/18 for FDI Strategy, fDi Intelligence  
#4 Top Mid-Sized Metro for Economic Development, Site Selection Magazine  
#8 Best City to Start a Business, HeroPay

**2016**

#1 Chamber of the Year, Association of Chamber of Commerce Executives  
#1 Best Midsized City for New College Grads Starting Careers, Onlinedegrees.com  
#8 City with the Lowest Startup Costs, Smart Asset  
#2 Most Charitable City in America, Deseret News  
#5 Best City for 20-Somethings, Move.org  
#6 Best Run City, Wallet Hub  
#7 Best City for Families - Education and Child Care, WalletHub  
#10 Best Large City Real-Estate Market, WalletHub

The largest employers in the area include the University, Toyota Motor Manufacturing, Conduent, Lexmark, Lockheed Martin, Trane, UPS, and Amazon, all in close proximity to UK-CRC. The largest employers located on UK-CRC include Eastern State Hospital operated by UK Healthcare, Tempur Sealy International, Piramal Pharma Solutions, Summit Biosciences and Open Text.

For more information visit www.commercelexington.com and www.locateinlexington.com.
3.0 PROPOSAL REQUIREMENTS

3.1 Key Event Dates

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Release of RFP</td>
<td>02/05/2018</td>
</tr>
<tr>
<td>Pre-Proposal Conference (Optional)</td>
<td>2/21/18 – Wednesday</td>
</tr>
<tr>
<td>Deadline for Written Questions</td>
<td>3 p.m. Lexington Time on 02/28/18</td>
</tr>
<tr>
<td>RFP Proposals Due</td>
<td>3 p.m. Lexington time on 03/21/18</td>
</tr>
<tr>
<td>Offeror Presentations*</td>
<td>03/26/2018</td>
</tr>
<tr>
<td>Contract Award*</td>
<td>04/16/2018</td>
</tr>
</tbody>
</table>

*projected dates

3.2 Offeror Communication

To ensure that RFP documentation and subsequent information (modifications, clarifications, addenda, Written Questions and Answers, etc.) are directed to the appropriate persons within the offeror’s firm, each offeror who intends to participate in this RFP is to provide the following information to the purchasing officer. Prompt, thorough compliance is in the best interest of the offeror. Failure to comply may result in incomplete or delayed communication of addenda or other vital information. Contact information is the responsibility of the offeror. Without the prompt information, any communication shortfall shall reside with the offeror.

- Name of primary contact
- Mailing address of primary contact
- Telephone number of primary contact
- Fax number of primary contact
- E-mail address of primary contact
- Additional contact persons with same information provided as primary contact

This information shall be transmitted via fax or e-mail to:

Naomi Emmons  
Purchasing Division  
University of Kentucky  
322 Peterson Service Building  
Lexington, KY 40506-0005  
Phone: (859) 257-1555  
Fax: (859) 257-1951  
E-mail: nemmo2@uky.edu

All communication with the University regarding this RFP shall only be directed to the purchasing officer listed above.
3.3 Pre-Proposal Conference

A pre-proposal conference will be held in the Clark Conference Room in the Embassy Suites located on the Coldstream Research Campus in Lexington, Kentucky on 2/21/18 at 10:00 a.m. to allow prospective contractors an opportunity to ask questions and clarify the University’s expectations. The Embassy Suites is located at 1801 Newtown Pike, Lexington, Kentucky 40511. This conference provides offerors an opportunity for oral questions.

The following items should be noted in reference to the pre-proposal conference:

- Attendance at the Pre-Proposal Conference is optional. At this conference the scope of services will be discussed in detail and a site tour has been scheduled for 10:00 AM.

- Offerors are encouraged to submit written questions after the conference by the date listed in Section 3.1.

The University will prepare written responses to all questions submitted and make them available to all offerors. The questions and answers will be made part of the RFP and may become part of the contract with the successful contractor. Answers given orally at the conference are not binding.

3.4 Offeror Presentations

All offerors whose proposals are judged acceptable for award may be required to make a presentation to the evaluation committee.

3.5 Preparation of Offers

The offeror is expected to follow all specifications, terms, conditions and instructions in this RFP.

The offeror will furnish all information required by this solicitation.

Proposals should be prepared simply and economically, providing a description of the offeror’s capabilities to satisfy the requirements of the solicitation. Emphasis should be on completeness and clarity of content. All documentation submitted with the proposal should be bound in the single volume except as otherwise specified.

An electronic version of the RFP, in .PDF format only, is available through the University of Kentucky Purchasing Division web site: www.uky.edu/purchasing/bidlist.htm

3.6 Proposed Deviations from the RFP

The stated requirements appearing elsewhere in this RFP shall become a part of the terms and conditions of any resulting contract. Any deviations therefrom must be specifically defined in accordance with the transmittal letter, Section 4.3 (d). If accepted by the University, the deviations shall become part of the contract, but such deviations must not be in conflict with the basic nature of this RFP.
Note: Offerors shall not submit their standard terms and conditions as exceptions to the University’s General Terms and Conditions. Each exception to the University’s General Terms and Conditions shall be individually addressed.

3.7 Proposal Submission and Deadline

Offeror must provide the following materials prior to 3:00 p.m. (Lexington, KY time) on the date specified in Section 3.1 and addressed to the purchasing officer listed in Section 3.2:

- **Technical Proposal**: Two (2) copy on an electronic storage device (CD or USB) *1 digital copy per device, clearly marked with the proposal number and name, firm name and what is included (Technical Proposal) and Four(4) printed copies in a single package, separate from the Financial Proposal.

- **Financial Proposal**: Two (2) copy on an electronic storage device (CD or USB) *1 digital copy per device, clearly marked with the proposal number and name, firm name and what is included (Financial Proposal) and Four (4) printed copies in a single package, separate from the Technical Proposal.

Note: Proposals received after the closing date and time will not be considered. In addition, proposals received via fax or e-mail are not acceptable.

The University accepts deliveries of RFPs Monday through Friday from 8:00 a.m. to 5:00 p.m. Lexington, KY time. However, RFPs must be received by 3:00 p.m. Lexington, KY time on the date specified on the RFP in order to be considered.

Proposals shall be enclosed in sealed envelopes to the above referenced address and shall show on the face of the envelope: the closing time and date specified, the solicitation number and the name and address of the offeror. The technical proposal shall be submitted in a sealed envelope and the financial proposal shall be submitted in a sealed envelope under separate cover. Both sealed envelopes shall have identical information on the cover, with the addition that one will state “Technical Information,” and the other, “Financial Proposal.”

Note: In accordance with the Kentucky Revised Statute 45A.085, there will be no public opening.

3.8 Modification or Withdrawal of Offer

An offer and/or modification of offer received at the office designated in the solicitation after the exact hour and date specified for receipt will not be considered.

An offer may be modified or withdrawn by written notice before the exact hour and date specified for receipt of offers. An offer also may be withdrawn in person by an offeror or an authorized representative, provided the identity of the person is made known and the person signs a receipt for the offer, but only if the withdrawal is made prior to the exact hour and date set for receipt of offers.
3.9 **Acceptance or Rejection and Award of Proposal**

The University reserves the right to accept or reject any or all proposals (or parts of proposals), to waive any informalities or technicalities, to clarify any ambiguities in proposals and (unless otherwise specified) to accept any item in the proposal. In case of error in extension or prices or other errors in calculation, the unit price shall govern. Further, the University reserves the right to make a single award, split awards, multiple awards or no award, whichever is in the best interest of the University.

3.10 **Rejection**

Grounds for the rejection of proposals include (but shall not be limited to):

- Failure of a proposal to conform to the essential requirements of the RFP.
- Imposition of conditions that would significantly modify the terms and conditions of the solicitation or limit the offeror’s liability to the University on the contract awarded on the basis of such solicitation.
- Failure of the offeror to sign the University RFP. This includes the Authentication of Proposal and Statement of Non-Collusion and Non-Conflict of Interest statements.
- Receipt of proposal after the closing date and time specified in the RFP.

3.11 **Addenda**

Any addenda or instructions issued by the purchasing agency prior to the time for receiving proposals shall become a part of this RFP. Such addenda shall be acknowledged in the proposal. No instructions or changes shall be binding unless documented by a proper and duly issued addendum.

3.12 **Disclosure of Offeror’s Response**

The RFP specifies the format, required information and general content of proposals submitted in response to this RFP. The purchasing agency will not disclose any portions of the proposals prior to contract award to anyone outside the Purchasing Division, the University’s administrative staff, representatives of the state or federal government (if required) and the members of the committee evaluating the proposals. After a contract is awarded in whole or in part, the University shall have the right to duplicate, use or disclose all proposal data submitted by offerors in response to this RFP as a matter of public record.

Any submitted proposal shall remain valid six (6) months after the proposal due date.

The University shall have the right to use all system ideas, or adaptations of those ideas, contained in any proposal received in response to this RFP. Selection or rejection of the proposal will not affect this right.
3.13 **Restrictions on Communications with University Staff**

From the issue date of this RFP until a contractor is selected and a contract award is made, offerors are not allowed to communicate about the subject of the RFP with any University administrator, faculty, staff or members of the board of trustees except: the purchasing office representative, any University purchasing official representing the University administration, others authorized in writing by the purchasing office and University representatives during offeror presentations. If violation of this provision occurs, the University reserves the right to reject the offeror’s proposal.

3.14 **Cost of Preparing Proposal**

Costs for developing the proposals and any subsequent activities prior to contract award are solely the responsibility of the offerors. The University will provide no reimbursement for such costs.

3.15 **Disposition of Proposals**

All proposals become the property of the University. The successful proposal will be incorporated into the resulting contract by reference.

3.16 **Alternate Proposals**

Offerors may submit alternate proposals. If more than one proposal is submitted, all must be complete (separate) and comply with the instructions set forth within this document. Each proposal will be evaluated on its own merits.

3.17 **Questions**

All questions should be submitted by either fax or e-mail to the purchasing officer listed in Section 3.2 no later than the date listed in Section 3.1.

3.18 **Section Titles in the RFP**

Section titles used herein are for the purpose of facilitating ease of reference only and shall not be construed to infer the construction of contractual language.

3.19 **No Contingent Fees**

No person or selling agency shall be employed or retained or given anything of monetary value to solicit or secure this contract, except bona fide employees of the offeror or bona fide established commercial or selling agencies maintained by the offeror for the purpose of securing business. For breach or violation of this provision, the University shall have the right to reject the proposal, annul the contract without liability, or, at its discretion, deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee or other benefit.
3.20 **Proposal Addenda and Rules for Withdrawal**

Prior to the date specified for receipt of offers, a submitted proposal may be withdrawn by submitting a written request for its withdrawal to the University purchasing office, signed by the offeror. Unless requested by the University, the University will not accept revisions or alterations to proposals after the proposal due date.
4.0 PROPOSAL FORMAT AND CONTENT

4.1 Proposal Information and Criteria

The following list specifies the items to be addressed in the proposal. Offerors should read it carefully and address it completely and in the order listed to facilitate the University’s review of the proposal.

Proposals shall be organized into the sections identified below. The content of each section is detailed in the following pages. It is strongly suggested that offerors use the same numbers for the following content that are used in the RFP.

- Signed Authentication of Proposal and Statement of Non-Collusion and Non-Conflict of Interest Form
- Transmittal Letter
- Executive Summary and Proposal Overview
- Criteria 1 – Offeror’s Qualifications and Experience
- Criteria 2 – Financial Stability and Wherewithal
- Criteria 3 – Deliverables
- Criteria 4 – Preliminary Financial/Deal Offer
- Criteria 5 – Requirements: state and local governments, Minority and Women Owned Enterprises
- Criterial 6 – Other Additional Information

4.2 Signed Authentication of Proposal and Statements of Non-Collusion and Non-Conflict of Interest Form

The offeror will sign and return the proposal cover sheet and print or type their name, firm, address, telephone number and date. The person signing the offer must initial erasures or other changes. An offer signed by an agent is to be accompanied by evidence of their authority unless such evidence has been previously furnished to the purchasing agency. The signer shall further certify that the proposal is made without collusion with any other person, persons, company or parties submitting a proposal; that it is in all respects fair and in good faith without collusion or fraud; and that the signer is authorized to bind the principal offeror.

4.3 Transmittal Letter

The Transmittal Letter accompanying the RFP shall be in the form of a standard business letter and shall be signed by an individual authorized to legally bind the offeror. It shall include:

- A statement referencing all addenda and written questions, the answers and any clarifications to this RFP issued by the University and received by the offeror (If no addenda have been received, a statement to that effect should be included.).

- A statement that the offeror’s proposal shall remain valid for six (6) months after the closing date of the receipt of the proposals.
• A statement that the offeror will accept financial responsibility for all travel expenses incurred for oral presentations (if required) and candidate interviews.

• A statement that summarizes any deviations or exceptions to the RFP requirements and includes a detailed justification for the deviation or exception.

• A statement that identifies the confidential information as described in Section 6.23.

4.4 Executive Summary and Proposal Overview

The Executive Summary and Proposal Overview shall condense and highlight the contents of the technical proposal in such a way as to provide the evaluation committee with a broad understanding of the entire proposal.

4.5 Criteria 1 – Offeror Qualifications and Experience

The purpose of the Offeror Qualifications section is to determine the ability of the Offeror to respond to this Request for Proposal. Offerors must describe and offer evidence of their ability to meet each of the qualifications listed below.

1. Team and Firm Organization:

Provide a description of the Offeror’s business entity, and if a different entity will be formed, provide details of the structure of the new entity including a description of the project’s proposed ownership and management structure. Please include an organizational chart showing the structure of the “Development Team” defined (at a minimum) as the developer, the architect, the general contractor proposed to complete the project, and the leasing agent that will rent new residential space.

2. Key Personnel:

Identify the Key Personnel (e.g. the Developer’s Project Manager, the Principal Architect, the Project Executive for the General Contractor, and the real estate leasing agent) of each entity of the Development Team indicating the responsibilities each will have in the RVD-Project and what percentage of the person’s time will be dedicated to the RVD-Project during its various phases. Include a brief statement as to each member’s experience in projects similar to the one being proposed and how long each has been with their company.

3. Firm Experience:

Provide a brief statement outlining the experience of the firm, or each of the firms on the Development Team, in the following areas:

• development, design, construction, financing, marketing, leasing, ongoing property management, and management of projects similar to the one the Developer is proposing;

• assessing the feasibility of the proposed RVD-Project based on current market conditions and opportunities;
• working within local and state government guidelines during the development of the RVD-Project; and
• leasing residential space.

4. Experience working with public institutions of higher education and local and state governments

Provide a brief statement outlining the experience of the firm, or each of the firms on the Development Team, in working with public institutions of higher education and appropriate local and state government offices.

5. Comparable Projects:

A proven track record in successfully implementing large-scale projects within a public-private organizational context similar to UK-CRC is desirable in order to be designated as the Developer.

Submit a list of current and future comparable projects of similar scope for which substantial equity and financing were obtained that are similar to the one the Offeror envisions for the RVD-Project. (Include drawings, renderings or photographs- 8½ x 11 format preferred.) Include a description of the type, size and complexity of each project including design, construction and occupancy.

Provide information concerning the experience of the Development Team working with neighborhoods, community and governmental stakeholders. Explain the Offeror’s approach towards working with the University and all interested parties. Identify any unique qualities and capabilities of the Development Team, its projects, and programs that set it apart.

Provide evidence of the ability to attract tenants to the RVD-Project.

4.6 Criteria 2 – Financial Stability and Wherewithal

1. Statements and References:

Provide the most current audited twelve-month financial statements including balance sheets, income statements and cash flow statements for the past two fiscal years. Include statements regarding financial creditworthiness and past development experience. Include names and addresses of at least three commercial or institutional credit references. At least two of the references should be lending institutions.

Offerors from privately owned companies may still be considered without audited financial statements if they can produce appropriate financial documentation and references that can satisfy the requirement for the financial stability of their Development Team and the financial wherewithal to complete the project as offered.

2. Default, Bankruptcy, Litigation and Outstanding Liabilities:

The Offeror’s proposal must include a section that lists all current litigation, if any, for all firms on the Development Team in addition to any outstanding liabilities that might affect the development or operation of the new facilities to be built on the RVD-Project site.
3. Describe financing that will be assembled to implement the proposed RVD-Project and provide letters of interest from lenders.

4.7 Criteria 3 – Deliverables

All Offerors shall provide the following Phase 1 deliverables aimed at providing information the University needs to select finalists that will move on to Phase 2 of the submittal process. Neither models nor renderings are required in Phase 1.

1. Summary Statement:

Provide a summary statement that lists the number of buildings and their proposed use. Give a written description on how the Offeror’s approach and solutions are best suited to meet the goals of UK-CRC for the RVD-Project. If your plans deviate from these goals, describe how and why.

2. Land Use and Development Plan:

Determine the scope of development at full build-out, including at a minimum:

- The total amount of land needed for the RVD-Project.
- Indicate locations, layouts, approximate square footages, number of floors, and other characteristics of residential and other proposed uses as applicable.

3. Phasing and Timetable:

Provide the proposed timeframe the Offeror envisions for completion for the RVD-Project. Include any planned phasing and the milestones that will trigger the beginning of the next phase.

4.8 Criteria 4 – Preliminary Financial/Deal Offer

The Financial Summary Form shall contain the Preliminary Financial/Deal Offer made to the University using the format contained in Section 8.0. Please note that financial offers can be refined and updated based on information provided in an addendum for those invited to submit a Phase 2 response. All financial information must be submitted in a sealed envelope under separate cover.

UK-CRC is willing to offer an attractive long-term ground lease to the selected Developer. As part of the Offer, the Offeror must quote the ground rent they are willing to pay. The rent can be a percentage of monthly gross revenue including any guaranteed annual minimum payments, or fixed per acre per month ground lease with escalation tied to CPI every 5 years. See - Section 7.

4.9 Criteria 5 - Requirements: state and local governments, Minority and Women Owned Enterprises

If an Offeror becomes a party to a contract to perform the work at the RVD-Project, the Offeror agrees to work with appropriate University personnel to accomplish the following:
• It is the policy of the University to ensure full and equitable economic opportunities to persons and businesses that compete for business with the University. The University encourages participation in all contracts with firms that are certified as Minority and Women Business Enterprises (MBE/WBE). Respondents are expected to make a "best effort" in support of this policy.

Offeror should give their agreement to participate in the above activities and give examples of any experience with similar activities they have had in the past.

In addition, the Offeror will need to work with government agencies and departments to obtain appropriate permits and adhere to laws and ordinances relating to the planning, design, and construction of the RVD-Project.

4.10 Criteria 5 – Other Additional Information

Please provide any additional information that the offeror feels should be considered when evaluating their proposal.

The offeror may present any creative approaches that might be appropriate. The offeror may also provide supporting documentation that would be pertinent to this RFP.
5.0 EVALUATION CRITERIA PROCESS

A committee of University officials appointed by the Director of Purchasing will evaluate proposals and make a recommendation to the Director of Purchasing. The evaluation will be based upon the information provided in the proposal, additional information requested by the University for clarification, information obtained from references and independent sources and oral presentations (if requested).

The evaluation of responsive proposals shall then be completed by an evaluation team, which will determine the ranking of proposals. Proposals will be evaluated strictly in accordance with the requirements set forth in this solicitation, including any addenda that are issued. The University will award the contract to the responsible offeror whose proposal is determined to be the most advantageous to the University, taking into consideration the evaluation factors set forth in this RFP.

The evaluation of proposals will include consideration of responses to the list of criteria in Section 4.0. Offerors must specifically address all criteria in their response. Any deviations or exceptions to the specifications or requirements must be described and justified in a transmittal letter. Failure to list such exceptions or deviations in the transmittal letter may be considered sufficient reason to reject the proposal.

The relative importance of the criteria is defined below:

**Primary Criteria**

- Offeror’s Qualifications and Experience
- Financial Stability and Wherewithal
- Deliverables
- Preliminary Financial/Deal Offer
- Requirements: state and local governments, Minority and Women Owned Enterprises

**Secondary Criteria**

- Other Additional Services

The University will evaluate proposals as submitted and may not notify offerors of deficiencies in their responses.

Proposals must contain responses to each of the criteria, listed in Section 4 even if the offeror’s response cannot satisfy those criteria. A proposal may be rejected if it is conditional or incomplete in the judgment of the University.
6.0 SPECIAL CONDITIONS

6.1 Contract Term

The contract terms and conditions shall be established in the long-term ground lease between the selected Developer and UK-CRC.

The RVD-Project is being considered with the expectation of Tax Increment Financing ("TIF") participation of the Lexington-Fayette Urban County Government and the Commonwealth of Kentucky. The Developer’s requirements for reporting capital costs and taxes paid during construction and throughout the operation of the RVD-Project will be included in the ground lease.

6.2 Effective Date

The effective date of the contract shall be the date upon which the parties execute it and all appropriate approvals, including that of the Commonwealth of Kentucky Government Contracts Review Committee, have been received.

6.3 Competitive Negotiation

It is the intent of the RFP to enter into competitive negotiation as authorized by KRS 45A.085.

The University will review all proposals properly submitted. However, the University reserves the right to request necessary modifications, reject all proposals, reject any proposal that does not meet mandatory requirement(s) or cancel this RFP, according to the best interests of the University.

Offeror(s) selected to participate in negotiations may be given an opportunity to submit a Best and Final Offer to the purchasing agency. All information-received prior to the cut-off time will be considered part of the offeror’s Best and Final Offer.

The University also reserves the right to waive minor technicalities or irregularities in proposals providing such action is in the best interest of the University. Such waiver shall in no way modify the RFP requirements or excuse the offeror from full compliance with the RFP specifications and other contract requirements if the offeror is awarded the contract.

6.4 Appearance Before Committee

Any, all or no offerors may be requested to appear before the evaluation committee to explain their proposal and/or to respond to questions from the committee concerning the proposal. Offerors are prohibited from electronically recording these meetings. The committee reserves the right to request additional information.

6.5 Additions, Deletions or Contract Changes

The University reserves the right to add, delete, or change related items or services to the contract established from this RFP. No modification or change of any provision in the resulting contract shall
be made unless such modification is mutually agreed to in writing by the contractor and the Director of Purchasing and incorporated as a written modification to the contract. Memoranda of understanding and correspondence shall not be interpreted as a modification to the contract.

6.6 Contractor Cooperation in Related Efforts

The University reserves the right to undertake or award other contracts for additional or related work to other entities. The contractor shall fully cooperate with such other contractors and University employees and carefully fit its work to such additional work. The contractor shall not commit or permit any act which will interfere with the performance of work by any other contractor or by University employees. This clause shall be included in the contracts of all contractors with whom this contractor will be required to cooperate. The University shall equitably enforce this clause to all contractors to prevent the imposition of unreasonable burdens on any contractor.

6.7 Entire Agreement

The RFP shall be incorporated into any resulting contract. The resulting contract, including the RFP and those portions of the offeror's response accepted by the University, shall be the entire agreement between the parties.

6.8 Governing Law

The contractor shall conform to and observe all laws, ordinances, rules and regulations of the United States of America, Commonwealth of Kentucky and all other local governments, public authorities, boards or offices relating to the property or the improvements upon same (or the use thereof) and will not permit the same to be used for any illegal or immoral purposes, business or occupation. The resulting contract shall be governed by Kentucky law and any claim relating to this contract shall only be brought in the Franklin Circuit Court in accordance with KRS 45A.245.

6.9 Kentucky's Personal Information Security and Breach Investigation Procedures and Practices Act

To the extent the Offeror/Contractor receives Personal Information as defined by and in accordance with Kentucky's Personal Information Security and Breach Investigation Procedures and Practices Act, KRS 61.931, 61.932 and 61.933 (the “Act”), the Offeror/Contractor shall secure and protect the Personal Information by, without limitation: (i) complying with all requirements applicable to non-affiliated third parties set forth in the Act; (ii) utilizing security and breach investigation procedures that are appropriate to the nature of the Personal Information disclosed, at least as stringent as University’s and reasonably designed to protect the Personal Information from unauthorized access, use, modification, disclosure, manipulation, or destruction; (iii) notifying University of a security breach relating to Personal Information in the possession of the Offeror/Contractor or its agents or subcontractors within seventy-two (72) hours of discovery of an actual or suspected breach unless the exception set forth in KRS 61.932(2)(b)2 applies and the Offeror/Contractor abides by the requirements set forth in that exception; (iv) cooperating with University in complying with the response, mitigation, correction, investigation, and notification requirements of the Act, (v) paying all costs of notification, investigation and mitigation in the event of a security breach of Personal
Information suffered by the Offeror/Contractor; and (vi) at University’s discretion and direction, handling all administrative functions associated with notification, investigation and mitigation.

6.10 Termination Pursuant to the Resulting Contract

The University reserves the right to terminate the resulting contract pursuant to the terms and conditions contained therein. Upon receipt by the contractor of a “notice of termination,” the contractor shall discontinue all services with respect to the applicable contract. The cost resulting from any termination made pursuant to the terms and conditions contained in the resulting contract, will also be determined by the terms and conditions contained therein.

6.11 Termination for Non-Performance

Default

The University may terminate the resulting contract for non-performance, as determined by the University, for such causes as:

- Failing to provide satisfactory quality of service, including, failure to maintain adequate personnel, whether arising from labor disputes, or otherwise any substantial change in ownership or proprietorship of the Contractor, which in the opinion of the University is not in its best interest, or failure to comply with the terms of this contract;

- Failing to keep or perform, within the time period set forth herein, or violation of, any of the covenants, conditions, provisions or agreements herein contained;

- Adjudicating as a voluntarily bankrupt, making a transfer in fraud of its creditors, filing a petition under any section from time to time, or under any similar law or statute of the United States or any state thereof, or if an order for relief shall be entered against the Contractor in any proceeding filed by or against contractor thereunder. In the event of any such involuntary bankruptcy proceeding being instituted against the Contractor, the fact of such an involuntary petition being filed shall not be considered an event of default until sixty (60) days after filing of said petition in order that Contractor might during that sixty (60) day period have the opportunity to seek dismissal of the involuntary petition or otherwise cure said potential default; or

- Making a general assignment for the benefit of its creditors, or taking the benefit of any insolvency act, or if a permanent receiver or trustee in bankruptcy shall be appointed for the Contractor.

Demand for Assurances

In the event the University has reason to believe Contractor will be unable to perform under the Contract, it may make a demand for reasonable assurances that Contractor will be able to timely perform all obligations under the Contract. If Contractor is unable to provide such adequate assurances, then such failure shall be an event of default and grounds for termination of the Contract.
Notification

The University will provide ten (10) calendar days written notice of default. Unless arrangements are made to correct the non-performance issues to the University’s satisfaction within ten (10) calendar days, the University may terminate the contract by giving forty-five (45) days notice, by registered or certified mail, of its intent to cancel this contract.

6.13 **Prime Contractor Responsibility**

Any contracts that may result from the RFP shall specify that the contractor(s) is/are solely responsible for fulfillment of the contract with the University.

6.14 **Assignment and Subcontracting**

The Contractor(s) may not assign or delegate its rights and obligations under any contract in whole or in part without the prior written consent of the University. Any attempted assignment or subcontracting shall be void.

6.15 **Permits, Licenses, Taxes**

The contractor shall procure all necessary permits and licenses and abide by all applicable laws, regulations and ordinances of all federal, state and local governments in which work under this contract is performed.

The contractor must furnish certification of authority to conduct business in the Commonwealth of Kentucky as a condition of contract award. Such registration is obtained from the Secretary of State, who will also provide the certification thereof. However, the contractor need not be registered as a prerequisite for responding to the RFP.

The contractor shall pay any sales, use, personal property and other tax arising out of this contract and the transaction contemplated hereby. Any other taxes levied upon this contract, the transaction or the equipment or services delivered pursuant hereto shall be the responsibility of the contractor.

The contractor will be required to accept liability for payment of all payroll taxes or deductions required by local and federal law including (but not limited to) old age pension, social security or annuities.

6.16 **Attorneys’ Fees**

In the event that either party deems it necessary to take legal action to enforce any provision of the contract and in the event that the University prevails, the contractor agrees to pay all expenses of such action including attorneys’ fees and costs at all stages of litigation.
6.17 **Royalties, Patents, Copyrights and Trademarks**

The Contractor shall pay all applicable royalties and license fees. If a particular process, products or device is specified in the contract documents and it is known to be subject to patent rights or copyrights, the existence of such rights shall be disclosed in the contract documents and the Contractor is responsible for payment of all associated royalties. To the fullest extent permitted by law the Contractor shall indemnify, hold the University harmless, and defend all suits, claims, losses, damages or liability resulting from any infringement of patent, copyright, and trademark rights resulting from the incorporation in the Work or device specified in the Contract Documents.

Unless provided otherwise in the contract, the Contractor shall not use the University's name nor any of its trademarks or copyrights, although it may state that it has a Contract with the University.

6.18 **Indemnification**

The contractor shall indemnify, hold and save harmless the University, its affiliates and subsidiaries and their officers, agents and employees from losses, claims, suits, actions, expenses, damages, costs (including court costs and attorneys’ fees of the University’s attorneys), all liability of any nature or kind arising out of or relating to the Contractor’s response to this RFP or its performance or failure to perform under the contract awarded from this RFP. This clause shall survive termination for as long as necessary to protect the University.

6.19 **Insurance**

The successful Contractor shall procure and maintain, at its expense, the following minimum insurance coverages insuring all services, work activities and contractual obligations undertaken in this contract. These insurance policies must be with insurers acceptable to the University.

**Workers' Compensation** - Statutory Requirements (Kentucky)

**Employers' Liability Insurance** - The successful bidder shall acquire and maintain Employers’ Liability insurance with at least $500,000/$500,000/$500,000 limits of liability for all employees who will be working at the Project site.

**Commercial General Liability Insurance** - The limits of liability shall not be less than $5,000,000 for each occurrence combined single limits for bodily injury and property damage. If split limits are used, they shall not be less than $2,000,000 for each person and each occurrence and $1,000,000 for property damage. If the work involved requires the use of helicopters, a separate aviation liability policy with limits of liability of $50,000,000 will be required. If cranes and rigging are involved, a separate inland marine policy with liability limits of $10,000,000 will be required.

**Comprehensive Automobile Liability Insurance** - Policy limits shall not be less than $2,000,000 for combined single limits for bodily injury and property damage for each occurrence. As an alternative, split limits of not less than $1,000,000 for bodily injury and $500,000 for property damage for each occurrence shall be maintained.

**Excess or Umbrella Liability Insurance** - This policy shall have a minimum of $10,000,000 combined single limits for bodily injury and property damage for each occurrence in excess of the applicable limits in the primary policies.
The successful contractor agrees to furnish Certificates of Insurance for the above described coverages and limits to the Purchasing Division. The University, its trustees and employees must be added as additional insured on the Commercial General Liability policy with regard to the scope of this solicitation. Any deductibles or self-insured retention in the above-described policies must be paid and are the sole responsibility of the contractor. Coverage is to be primary and non-contributory with other coverage (if any) purchased by the University. All of these required policies must include a Waiver of Subrogation (except Workers’ Compensation) in favor of the University, its trustees and employees.

6.20 Method of Award

It is the intent of the University to award a contract to the qualified offeror whose offer, conforming to the conditions and requirements of the RFP, is determined to be the most advantageous to the University, cost and other factors considered.

Notwithstanding the above, this RFP does not commit the University to award a contract from this solicitation. The University reserves the right to reject any or all offers and to waive formalities and minor irregularities in the proposal received.

6.21 Reciprocal Preference

In accordance with KRS 45A.494, a resident offeror of the Commonwealth of Kentucky shall be given a preference against a nonresident offeror. In evaluating proposals, the University will apply a reciprocal preference against an offeror submitting a proposal from a state that grants residency preference equal to the preference given by the state of the nonresident offeror. Residency and non-residency shall be defined in accordance with KRS 45A.494(2) and 45A.494(3), respectively. Any offeror claiming Kentucky residency status shall submit with its proposal a notarized affidavit affirming that it meets the criteria as set forth in the above reference statute.

6.22 Reports and Auditing

The University, or its duly authorized representatives, shall have access to any books, documents, papers, records or other evidence which are directly pertinent to this contract for the purpose of financial audit or program review.

The RVD-Project is being considered with the expectation of Tax Increment Financing ("TIF") participation of the Lexington-Fayette Urban County Government and the Commonwealth of Kentucky. The Developer’s requirements for reporting capital costs and taxes paid during construction and throughout the operation of the RVD-Project will be included in the ground lease.

6.23 Confidentiality

The University recognizes an offeror’s possible interest in preserving selected information and data included in the proposal; however, the University must treat such information and data as required by the Kentucky Open Records Act, KRS 61.870, et seq.
Information areas which normally might be considered proprietary, and therefore confidential, shall be limited to individual personnel data, customer references, formulae and company financial audits which, if disclosed, would permit an unfair advantage to competitors. If a proposal contains information in these areas and the offeror declares them to be proprietary in nature and not available for public disclosure, the offeror shall declare in the Transmittal Letter the inclusion of proprietary information and shall noticeably label as confidential or proprietary each sheet containing such information. Proposals containing information declared by the offeror to be proprietary or confidential, either wholly or in part, outside the areas listed above may be deemed non-responsive and may be rejected.

The University’s General Counsel shall review each offeror’s information claimed to be confidential and, in consultation with the offeror (if needed), make a final determination as to whether or not the confidential or proprietary nature of the information or data complies with the Kentucky Open Records Act.

6.24 Conflict of Interest

This Request for Proposal and resulting Contract are subject to provisions of the Kentucky Revised Statutes regarding conflict of interest and the University of Kentucky’s Ethical Principles and Code of Conduct (www.uky.edu/Legal/ethicscode.htm). When submitting and signing a proposal, an offeror is certifying that no actual, apparent or potential conflict of interest exists between the interests of the University and the interests of the offeror. A conflict of interest (whether contractual, financial, organizational or otherwise) exists when any individual, contractor or subcontractor has a direct or indirect interest because of a financial or pecuniary interest, gift or other activities or relationships with other persons (including business, familial or household relationships) and is thus unable to render or is impeded from rendering impartial assistance or advice, has impaired objectivity in performing the proposed work or has an unfair competitive advantage.

Questions concerning this section or interpretation of this section should be directed to the University purchasing officer identified in this RFP.

6.26 Personal Service Contract Policies

Pursuant to the Kentucky Model Procurement Code (Code), the Government Contract Review Committee (GCRC) of the Kentucky General Assembly may establish policies that govern personal service contracts. Under the Code, a personal service contract is an agreement whereby an individual, firm, partnership or corporation is to perform certain services requiring professional skill or professional judgment for a specified period of time at an agreed upon price.

A. Professional Service Rate Schedules:

The GCRC has established rate schedules for certain professional services and may impact any contract established under the Code. These rate schedules are located on the GCRC website at www.lrc.ky.gov/statcomm/Contracts/homepage.htm.
B. Invoicing of Personal Service Contracts:

The Kentucky Model Procurement Code was recently amended to establish conditions for invoicing for fees for personal service contracts. It states, “No payment shall be made on any personal service contract unless the individual, firm, partnership, or corporation awarded the personal service contract submits its invoice on a form established by the committee.” The Government Contract Review Committee has adopted a personal service contract invoice form that must be submitted as a condition of payment. A copy of the form is located on the GCRC website at www.lrc.ky.gov/statcomm/contracts/PSC%20INVOICE%20form.pdf.

6.27 Copyright Ownership and Title to Designs and Copy

The contractor and the University intend this RFP to result in a contract for services, and both consider the products and results of the services to be rendered by the contractor hereunder to be a work made for hire. The contractor acknowledges and agrees that the work and all rights therein, including (without limitation) copyright, belongs to and shall be the sole and exclusive property of the University. For any work that is not considered a work made for hire under applicable law, title and copyright ownership shall be assigned to the University.

Title to all dies, type, cuts, artwork, negatives, positives, color separations, progressive proofs, plates, copy and any other requirement not stated herein required for completion of the finished product for use in connection with any University job shall be the property of and owned by the University. Such items shall be returned to the appropriate department upon completion and/or delivery of work unless otherwise authorized by the University. In the event that time of return is not specified, the contractor shall return all such items to the appropriate University department within one week of delivery.

6.28 University Brand Standards

The contractor must adhere to all University Brand Standards. University Brand Standards are maintained by the University Public Relations Office (UKPR) and can be viewed at http://www.uky.edu/pmarketing/brand-standards. Non-adherence to the standards can have a penalty up to and including contract cancellation. Only the UKPR Director or designee can approve exceptions to the University Brand Standards.

Graphics standards for the UK HealthCare areas are governed by UK HealthCare Clinical Enterprise Graphic Standards, found at: https://ourbrand.ukhealthcare.org.

Contractor warrants that its products or services provided hereunder will be in compliance with all applicable Federal disabilities laws and regulations, including without limitation the accessibility requirements of Section 255 of the Federal Telecommunications Act of 1996 (47 U.S.C. § 255) and Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d), and its implementing regulations set forth at Title 36, Code of Federal Regulations, Part 1194. For purposes of clarity, updated regulations under Section 508 standards now incorporate WCAG 2.0, and for purposes of this agreement WCAG 2.0 Level AA compliance is expressly included. Contractor agrees to promptly respond to, resolve and remediate any complaint regarding accessibility of products or services in a timely manner and provide an updated version to University at no cost. If deficiencies are identified, University reserves the right to request from Contractor, a timeline by which accessibility standards will be incorporated into the products or services provided by Contractor and shall provide such a timeline within a commercially reasonable duration of time. Failure to comply with these requirements
shall constitute a material breach of this Agreement and shall be grounds for termination of this Agreement.

Where any customized web services are provided, Contractor represents that it has reviewed the University’s Web Policy and all products or services will comply with its published standards.

Contractor will provide University with a current Voluntary Product Accessibility Template (VPAT) for any deliverable(s). If none is available, Vendor will provide sufficient information to reasonably assure the University that the products or services are fully compliant with current requirements.
7.0 FINANCIAL OFFER SUMMARY

The Preliminary Financial/Deal Offer shall contain a financial offer made to the University. Please note that financial offers can be refined and updated based on information provided in an addendum for those invited to submit a Phase 2 response. All financial information must be submitted in a sealed envelope under separate cover.

7.1 TERMS AND DEAL STRUCTURE

The University and UK-CRC will not be guarantors of the development project nor will they take an equity position in the proposed RVD-Project. UK-CRC is willing to offer an attractive long-term ground lease to the selected Developer.

As part of the Offer, the Offeror must quote the ground rent they are willing to pay. Choose one of the following, Option A or Option B:

_____ Option A - Rent as a percentage of monthly gross revenue including any guaranteed annual minimum payments

UK-CRC will receive ____% of any management fee, development fee, or other service related fee collected by the Developer prior to the receipt of any rental income from tenants.

Once the RVD-Project begins to generate rental income to the Developer, UK-CRC will receive ____% of total gross rental income from tenants, with an annual minimum guarantee of $______________.

or

_____ Option B - Fixed per acre per month ground lease with escalation tied to CPI every 5 years.

UK-CRC will receive $__________/acre/month during the development phase.

UK-CRC will receive $__________/acre/month once Developer receives a certificate of occupancy.

Beginning on the fifth anniversary of the effective date of the long-term ground lease and every five years after that date, ground rent to UK-CRC will increase by the change in CPI over the past five years, not to exceed _____% per 5-year increase.

7.2 Alternate Pricing

In addition to the above financial offer, the offeror may submit alternative financial proposals, however the information requested above must be supplied and will be used for proposal evaluation purposes.