UNIVERSITY OF KENTUCKY
Real Estate Services

REQUEST FOR PROPOSAL (RFP)

Invitation Number: RE-0098-19
Issue Date: 3/18/19
Title: Invitation to Lease

IMPORTANT: PROPOSALS MUST BE RECEIVED BY: 4/4/19 3:00 P.M. Lexington, KY time.

Two copies of response may be made by any person in writing on or before: 3:00 p.m., 4/4/19.

and must be sent to:

Purchasing Division
University of Kentucky
411 South Limestone
322 Peterson Service Building
Lexington, Kentucky 40506-0005.
RE: RE-0098-19

Incorrectly addressed envelopes and FAX responses will not be accepted.

All responses received, before the deadline and properly addressed, will be publicly opened and read at the above designated date and time.

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.

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<th>NAME OF COMPANY:</th>
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<tr>
<td>ADDRESS:</td>
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<td>CITY, STATE &amp; ZIP CODE:</td>
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<td>TYPED OR PRINTED NAME:</td>
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<td>SIGNATURE:</td>
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Revised September 2016
An Equal Opportunity University
Background Information

Does the property you are proposing to lease to the University of Kentucky through this Request for Proposal have any other space within this building that is being leased by any agencies of the Commonwealth of Kentucky?

Yes ___________ No ___________

If yes, complete Agency name, square footage and dollar amount per square foot below.

Agency’s Name _______________________________________
Square Footage _______________________________________
Dollar Amount per Square Foot ____________________________

Permits, Licenses, Taxes and Commonwealth Registration

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 a lease of property is contracted for.

Is your company registered with the Commonwealth of Kentucky Secretary of the State Office to conduct business in the Commonwealth of Kentucky?

Yes ___________ No ___________

Conflict of Interest

This RFP and any resulting lease agreement are subject to provisions of the Kentucky Revised Statutes and the University’s Ethical Principles and Code of Conduct regarding conflict of interest. When submitting and signing a proposal, an offeror is certifying that no actual, apparent or potential conflict of interest exists between the University and the offeror.

List name(s) of all individuals who have any ownership in the proposed property listed within.

1. ______________________________  5. ______________________________
2. ______________________________  6. ______________________________
3. ______________________________  7. ______________________________
4. ______________________________  8. ______________________________
UK HealthCare is in the process of assessing its future needs for its Specialty Pharmacy operations. As a part of this process, it is soliciting proposals to lease approximately 29,000 – 31,000 square feet.

All proposals must be submitted by 3:00pm Thursday, April 4th. Your response should be structured in the same format and sequence as this Request for Proposal.

Please respond to each point.

1. **Landlord.** Please state the name, address, and provide a profile of the current ownership.
2. **Building/Location.** Please state the name, address, and size of the Building in rentable and usable square feet. The proposed facility needs to be within 3 miles of the UK Turfland HealthCare facility on Harrodsburg Rd.
3. **Tenant.** University of Kentucky.
4. **Initial Space.** Tenant is interested in leasing approximately 29,000-31,000 rentable square feet (“RSF”). Please also outline any additional space Landlord can make available to Tenant and on what schedule.
5. **Calculation of Space.** Please quote rental rates on a rentable square footage basis, in addition, please specify that the rentable and useable square feet in the building will be calculated in accordance with standards defined by the Building Owners and Managers Association (“BOMA”).
6. **Lease Term.** The University of Kentucky can sign a lease through June 30th of the next even calendar year. It can then proceed to a maximum of three (3), two-year (2-year) extensions.
7. **Rent Commencement.** The rent shall commence on the date that Landlord obtains a Certificate of Occupancy on the premises.
8. **Base Rent.** Please state the Base Rent in terms of dollars per rentable square foot. Tenant’s preferred rent structure is detailed below:
   i. Included in Base Rent:
      1. All customary and reasonable expenses in maintaining, operating and repairing the property
      2. Property taxes
      3. Insurance
   ii. Tenant utilities:
      1. Please specify how utilities are addressed (billed separately, included or not included in base rent, etc.).
   iii. Excluded from Base Rent:
      1. Tenant-specific janitorial services
9. **Operating Expense and Real Estate Taxes.** Please state how Operating Expenses will be calculated in a less than fully-occupied building.
10. **Capital Expenditures.** Landlord will maintain and repair the structural components of the building, roof, plumbing, electrical, mechanical systems, parking lot, etc. which will be treated as “Operating Expenses”. Replacement of the before mentioned structural components will be the Landlord’s responsibility.
11. **Rent Concession.** Please state any concessions that are available to Tenant.
12. **Upfit Costs.** The proposed Base Rent should include an allowance of forty dollars ($40) per rentable square foot. Tenant also requires the ability to amortize an additional eighty dollars ($80) per rentable square foot (“Additional Tenant Improvement Allowance”). Additional amortized costs are to be amortized over the remainder of the Lease Term and all three (3) Lease Renewal Options. Please indicate at what interest rate you will amortize up to eighty dollars ($80) per rentable square foot over the Lease Term and Lease Renewal Options. Tenant reserves the right to use all or none of this additional amount and intends to bear costs only in conjunction with the funds actually drawn down.

13. **Contractor for Tenant Improvements.** Based on a mutually agreeable scope of work, Landlord will hire a reputable contractor and/or subcontractors to complete the upfit. If Landlord intends to impose any “supervisory fee”, please outline that cost here.

14. **Parking.** Tenant requests five (5) parking spaces per 1,000 square feet. Please confirm the parking ratio available to Tenant. Please specify the maximum number of reserved patient spaces that Landlord is willing to provide at the front entrance to the Building.

15. **Signage/Graphics.** Please indicate that Tenant will have the right to use its standard graphics on the Building and at the entrance to its space. Please also outline what monument signage can be made available and the location of these monument signs.

16. **Lease Renewal Options.** Tenant will require three (3), two-year (2-year) renewal options. Renewal options shall automatically renew unless Tenant gives Landlord six (6) months advance written notice of its intent not to renew.

   **Should Tenant fail to exercise a renewal, Tenant shall reimburse Landlord for any remaining unamortized Tenant Improvements and Commissions.**

17. **Right of First Offer - Expansions.** Tenant requests a Right of First Offer for any spaces that become available in the Building. Please outline your suggested format to satisfy this request.

18. **Right to Assign or Sublease.** Any assignment or sublease would be made with the prior written consent of Landlord. Please confirm that Landlord’s consent will not be unreasonably withheld, conditioned, or delayed.

19. **Non-Disturbance & Quiet Enjoyment.** Please confirm that any lease document between Tenant and Landlord will contain both non-disturbance and quiet enjoyment clauses from the owner and all mortgagees.

20. **Wiring Rights & Fiber Optic Rights.** Tenant shall have the non-exclusive right, free of charge, to bring any wiring or cabling to the Building and to run the same throughout the building’s chases and ducts. The cost of such wiring shall be paid for exclusively by Tenant.

21. **Security Deposit.** Please indicate Landlord’s understanding that the security deposit is waived.

22. **Commission.** For its role in representing UK HealthCare in the transaction, Commercial Kentucky, Inc. shall be paid by Landlord a Commission equal to four percent (4%) of the total Base Rent committed over the Lease Term and all Lease Renewal Options. Commissions will not be paid on Additional Tenant Improvement Allowance. Please confirm this understanding.

Any property selected for lease must meet OSHA specifications, as well as ADA guidelines and all applicable building codes as enforced by the Division of Building Code Enforcement and the University of Kentucky, Fire Marshal. Arrangements will be made to view all properties meeting the general specifications of this lease project. A representative of the Real Property Division will contact you so that an appointment can be made to inspect the proposed facility.
For any questions regarding this proposal, please contact Rebecca Purcell of the Purchasing Division at 859-257-5479 or rpurcell@uky.edu

Type & Location of Property ______________________________________________________

______________________________________________________

Square Footage of the Facility: __________________________________________________

Name, Address & Phone Number of Property Owner:

Name:  __________________________________________________

Address:  __________________________________________________

__________________________________________________

Phone Number: __________________________________________________

Date of Availability of the Property for Lease __________________________

Cost per Month to Lease $_______________________________

Proposed Length of Lease Term __________________________