REQUEST FOR PROPOSAL (RFP)

Invitation Number: RE-0104-19
Issue Date: 4/30/19
Title: Invitation to Lease Space – Bluegrass Care Clinic

IMPORTANT: PROPOSALS MUST BE RECEIVED BY 5/16/19 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. May 16, 2019.

and must be sent to:

Purchasing Division
University of Kentucky
411 South Limestone
322 Peterson Service Building
Lexington, Kentucky 40506-0005.
RE: RE-0104-19

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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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. ________________________________

INVITATION TO LEASE
UK HealthCare is in need of approximately 23,000-26,000 rentable square feet of clinical and office space. Location is required within three miles of the UK Chandler Hospital.

All proposals must be submitted by 3:00pm Thursday, May 16th. 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.** Please state the name, address, and size of the Building in rentable and usable square feet.

3. **Tenant.** University of Kentucky.

4. **Initial Space.** Tenant is interested in leasing approximately 23,000-26,000 rentable square feet.

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.

6. **Lease Term.** Tenant 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. What is the minimum term Landlord is willing to propose?

7. **Rent Commencement.** The rent shall commence on the date of beneficial occupancy agreed to by Tenant and Landlord, provided Landlord has obtained a Certificate of Occupancy on the premises.

8. **Base Rent.** Please state the Base Rent in terms of dollars per rentable square foot. Per state statute, Base Rent **may not escalate** during the entire term of the lease. Please state if the rent either (i) includes all customary and reasonable expenses in maintaining, operating and repairing the property, property taxes, insurance, janitorial services, or (ii) if the lease is intended to be triple net. In addition, please specify how utilities are to be addressed (billed separately, included or not included in Base Rent, etc.).

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 if lease is triple net. Replacement of the before mentioned structural components will be Landlord’s responsibility.

11. **Rent Concession.** Please state any concessions that are available to Tenant.

12. **Upfit.** 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 any upfit required by Tenant. The cost of this upfit will be funded entirely from the Tenant Improvement Allowance and Additional Tenant Improvement Allowance.
14. **Parking.** Tenant requests five (5) parking spaces per 1,000 rentable square feet. Please indicate what parking ratio is available to Tenant.

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.** Three (3) – two (2) year renewal options. The lease shall automatically renew unless Tenant gives 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 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.

18. **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.

19. **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.

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

21. **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.

Address of Space (include Suite #): __________________________________________________________

____________________________________________________________________________________

Square Footage of the Facility: ____________________________________________________________

Can Space be subdivided?: ______________________________________________________________

Name, Address & Phone Number of Property Owner:

Name: ______________________________________________________________________________

Address: ____________________________________________________________________________

____________________________________________________________________________________

Phone Number: ________________________________________________________________________

Date of Availability of the Property for Lease _____________________________________________

Cost per Square Foot to Lease $ ____________________/ Net or Gross

Proposed Length of Lease Term ___________________________________________________________