



UNIVERSITY
OF KENTUCKY

Purchasing Division

Request for Proposal

UK-2057-20

Proposal Due Date – 05/05/2020

Coldstream Laboratory / High-Tech Multi-Tenant

Building Developer

Public-Private Partnership (P3)



UNIVERSITY OF KENTUCKY

Purchasing Division

REQUEST FOR PROPOSAL (RFP)

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

PROPOSAL NO.:	UK-2057-20	RETURN ORIGINAL COPY OF PROPOSAL TO:
Issue Date :	03/13/2020	UNIVERSITY OF KENTUCKY
Title:	Coldstream Laboratory / High-Tech Multi-Tenant	PURCHASING DIVISION
Purchasing Officer:	Building Developer – Public-Private Partnership (P3)	411 S LIMESTONE
Phone/ EMail:	Matt Spalding 859-323-5405 / matthew.spalding@uky.edu	ROOM 322 PETERSON SERVICE BLDG.
		LEXINGTON, KY 40506-0005

IMPORTANT: PROPOSALS MUST BE RECEIVED BY: 05/05/2020 @ 3 P.M. LEXINGTON, KY TIME.

NOTICE OF REQUIREMENTS

- 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/ccphome.htm, apply to the RFP.
- Contracts resulting from this RFP must be governed by and in accordance with the laws of the Commonwealth of Kentucky.
- 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 offering, or otherwise, is prohibited.
- 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:

- 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);
- 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;
- 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;
- 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;
- 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;
- 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, No. 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:

Table of Contents

1.0 DEFINITIONS	6
2.0 GENERAL OVERVIEW	7
2.1 Intent and Scope	7
2.2 Coldstream Research Campus Background Information	8
For additional information, visit www.UKColdstream.com	9
2.3 University Information	9
2.4 Financing	11
3.0 PROPOSAL REQUIREMENTS	12
3.1 Key Event Dates	12
3.2 Offeror Communication	12
3.3 Pre-Proposal Conference	13
3.4 Offeror Presentations	13
3.5 Preparation of Offers	13
3.6 Proposed Deviations from the RFP	13
3.7 Proposal Submission and Deadline	14
3.8 Modification or Withdrawal of Offer	14
3.9 Acceptance or Rejection and Award of Proposal	15
3.10 Rejection	15
3.11 Addenda	15
3.12 Disclosure of Offeror's Response	15
3.13 Restrictions on Communications with University Staff	16
3.14 Cost of Preparing Proposal	16
3.15 Disposition of Proposals	16
3.16 Alternate Proposals	16
3.17 Questions	16
3.18 Section Titles in the RFP	16
3.19 No Contingent Fees	16
3.20 Proposal Addenda and Rules for Withdrawal	17
4.0 PROPOSAL FORMAT AND CONTENT	18
4.1 Proposal Information and Criteria	18

4.2 Signed Authentication of Proposal and Statements of Non-Collusion and Non-Conflict of Interest Form	18
4.3 Transmittal Letter	19
4.4 Executive Summary and Proposal Overview	19
4.5 Criteria 1 – Offeror Qualifications.....	19
4.6 Criteria 2 – Development Experience	20
4.7 Criteria 3 – Financial Capability to Execute the Project.....	20
4.8 Criteria 4 – Project Financing	20
4.9 Criteria 5 – Description of Proposed Project	21
4.10 Criteria 6 – Laboratory, Office, and Flex Space Management Experience	21
4.11 Criteria 7 – Offeror’s Maintenance and Operating Plan and Schedule	21
4.12 Criteria 8 – Financial Proposal.....	21
4.13 Criteria 9 – Additional Resources Required	22
4.14 Criteria 10 - References	22
4.15 Criteria 11 – Construction Logistics and Impacts	22
4.16 Criteria 12 – Other Additional Information.....	22
5.0 EVALUATION CRITERIA PROCESS.....	23
6.0 TERMS AND CONDITIONS.....	24
6.1 Contract Term	24
6.2 Effective Date	24
6.3 Competitive Negotiation	24
6.4 Bonding	24
6.5 Appearance Before Committee	24
6.6 Additions, Deletions or Contract Changes	25
6.7 Developer Cooperation in Related Efforts.....	25
6.8 Entire Agreement	25
6.9 Governing Law	25
6.10 Kentucky’s Personal Information Security and Breach Investigation Procedures and Practices Act	25
6.11 Termination for Convenience.....	26
6.12 Termination for Non-Performance	26
6.13 Funding Out	27

6.14 Prime Developer Responsibility	27
6.15 Assignment and Subcontracting	27
6.16 Permits, Licenses, Taxes.....	27
6.17 Attorneys' Fees	27
6.18 Royalties, Patents, Copyrights and Trademarks	28
6.19 Indemnification	28
6.20 Insurance	28
6.21 Method of Award	29
6.22 Reciprocal Preference	29
6.23 Reports and Auditing	29
6.24 Confidentiality.....	30
6.25 Conflict of Interest	30
6.26 Extending Contract.....	30
6.27 Personal Service Contract Policies – Not Used	30
6.28 Copyright Ownership and Title to Designs and Copy.....	31
6.29 University Brand Standards	31
6.30 Printing Statutes – Not Used	32
7.1 Developer Services Defined	33
7.2 Compliance with State Laws.....	33
7.3 General and Special Conditions	33
8.0 FINANCIAL OFFER.....	37
8.1 Key Financial Components.....	37
8.2 Alternate Pricing	37

Appendices:

- Appendix A – Topographic Map
- Appendix B – Zoning Description – P-2 Zoning
- Appendix C – Infrastructure Map
- Appendix D – Coldstream Design Guidelines – Text only
- Appendix E – 1991 Environmental Site Assessment
- Appendix F – Coldstream 2-page promotional material

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 terms “Agreement” or “Contract” mean the entire written agreement between the parties including, but not limited to, this RFP and its specifications, terms, and conditions, the Addenda, if any, the Contractor’s Offer, the final Contract document, and Contract amendments, if any.

The term “Architect of Record” means the prime architectural firm, to include subconsultants providing architectural and/or engineering services for this development.

The term “Competitive Negotiations” means the method authorized in the Kentucky Revised Statutes, Chapter 45A.085.

The term “Contractor” means the entity receiving a contract award.

The term “Developer” means the entity elected to carry out the Project.

The terms “Offer” or “Proposal” mean the Offeror’s response to this RFP.

The term “Offeror” means the entity or group submitting the Proposal.

The term “Project” means the Coldstream Laboratory / High-Tech Multi-Tenant Building (Coldstream High-Tech Building) Project.

The term “Project Site” means the ground on which the Project is located.

The terms “Purchasing Agency” or “Purchasing Division” mean 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 terms “University” or “UK” mean the University of Kentucky.

2.0 GENERAL OVERVIEW

2.1 Intent and Scope

This Request for Proposal (RFP), is for the selection of a Developer to construct a Laboratory / High-Tech Multi-Tenant Building (Coldstream High-Tech Building) to be located on the University's Coldstream Research Campus. This project has been approved by the University of Kentucky Board of Trustees and was authorized by the 2018 Kentucky General Assembly as a "Research/Incubator Facility." The design of the Coldstream Building shall conform to the Coldstream Research Campus "Design Guidelines" which can be found at this link (81 page pdf):

http://www.uky.edu/coldstream/sites/www.uky.edu.coldstream/files/CRC_Design_Guidelines_RFP.pdf.

The Project is described as follows:

Coldstream High-Tech Building Project: A building that houses wet laboratories, offices and flex space for early stage high-tech companies. The Coldstream High-Tech Building should be at least 40,000 square feet. Kentucky Technology, Inc. (KTI), a for-profit company owned by UK's Research Foundation, (UKRF), will master lease 20,000 square feet of this building for an initial term of 10 years with options to renew. Laboratories offering flexibility in square footage are desired and should be equipped with chemical fume hoods and bench workspace, office space, co-working shared workspace, flex space (office and small warehouse/assembly space, and common areas should also be included.

The University intends to enter into an Agreement, based upon fair market value, with the selected Developer for an agreed upon term. Financing, Design, Construction, and Operations, including leasing and managing any space not used by the University, is the responsibility of the Developer.

The components of the Project are as follows:

- The parties will negotiate and execute a long-term Agreement for the Coldstream High-Tech Building.
- The Developer will design and construct the Coldstream High-Tech Building and appropriate number of parking spaces at a site agreed upon between the Developer and the University (see map on Attachment A), and will provide the maintenance, operations, and custodial functions of the Project.

Qualified firms shall demonstrate knowledge, experience, organization and financial ability to implement a complex, progressive, innovative project in a timely manner that serves the best interest of the University.

The University intends to select a Developer who demonstrates the best value for the design, development, operations, and management of a laboratory / high-tech building development that will benefit the University, its staff, and KTI's sublessees. A proven track record in developing and managing laboratory / high-tech building projects in a fiscally responsible manner, including established relationships with tenant(s), is paramount. The University will select a Developer as described in this RFP, including Offeror presentations, if necessary (described in Section 3.4.).

The evaluation criteria (described in Section 4.0) will consider the capabilities of the Offerors and will include experience, resources, financial capability, and project financing.

The University anticipates additional buildings on the Coldstream Research Campus and the University's main campus in the near future. The University reserves the right to negotiate with the selected Developer for additional 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.

For additional information please refer to the following Appendices:

- Appendix A – Topographic Map
- Appendix B – Zoning Description – P-2 Zoning
- Appendix C – Infrastructure Map
- Appendix D – Coldstream Design Guidelines – Text only
- Appendix E – 1991 Environmental Site Assessment
- Appendix F – Coldstream 2-page promotional material

2.2 Coldstream Research Campus Background Information

Business and research connect at 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 92,000 vehicles per day on the interstate and over 48,000 per day on Newtown Pike. 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 2,250 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. UK-CRC 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 UK-CRC. 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 Coldstream High-Tech Building project is near the intersection of McGrathiana Parkway and Aristides Boulevard, at 1532 Bull Lea Rd.

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 20,000 full-time and part-time 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 17 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; Health Sciences; Law; Lewis Honor's College, Medicine; Nursing; Pharmacy; Public Health; and Social Work; and the Graduate School. 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 724-bed UK Albert B. Chandler Hospital and Kentucky Children's Hospital, along with 221 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 40,000 discharges in 2017.

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 Financing

The University is seeking responses from Offerors that provide cost effective financing options and structures.

Therefore, Offerors responding to this Solicitation should anticipate that, during the Planning Stage, the University will engage the selected Developer in a comprehensive evaluation of transaction structures, business terms, and capital sources. The University is seeking Offerors with demonstrated ability and experience in financing multi-tenant laboratory / high-tech developments on publicly-owned property.

For the purposes of responding to this RFP, and subject to the on-going discussions described above, Offerors should assume that Agreements for the development of the site will include the general provisions as set forth in this RFP and Appendices.

3.0 PROPOSAL REQUIREMENTS

3.1 Key Event Dates

Release of RFP	03/13/2020
Pre-Proposal Conference (Optional)	03/31/2020 @ 10:00 am EST
Deadline for Written Questions	04/06/2020 @ 3:00 pm EST
RFP Proposals Due	05/05/2020 @ 3:00 pm EST
Offeror Presentations*	05/20/2020
Contract Award*	06/10/2020

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 Official. 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:

Matt Spalding
Purchasing Division
University of Kentucky
322 Peterson Service Building
Lexington, KY 40506-0005
Phone: 859-536-1843
Fax: 859-257-1951
E-mail: matthew.spaldng@uky.edu

All communication with the University regarding this RFP shall only be directed to the Purchasing Official listed above.

3.3 Pre-Proposal Conference

A Pre-Proposal Conference will be held via Zoom Meeting on 03/31/2020 at 10:00 AM EST (link/details to be provided via addendum) to allow prospective Offerors an opportunity to ask oral questions and clarify the University's expectations.

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 will be included.

Those Offerors planning to participate the Pre-Proposal Conference shall email Matt Spalding at matthew.spalding@uky.edu by 03/23/2020 indicating their interest in participating.

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 Developer. Answers given orally at the conference are not binding.

3.4 Offeror Presentations

Finalists shall be required to make a presentation to the evaluation committee. The presentations are tentatively scheduled to be held on 05/20/2020. Actual presentation times will be scheduled later. In addition, an agenda for the finalists will be issued prior to the presentations.

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 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. Any exception to the University's terms and conditions not taken as part of the Offeror's Proposal shall be deemed waived during subsequent contract negotiations.

3.7 Proposal Submission and Deadline

The 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 Official listed in Section 3.2:

- **Technical Proposal:** One (1) copy on an electronic storage device (CD or USB) (1 copy per storage device) each clearly marked with the proposal number and name, firm name and what is included (Technical Proposal) and six (6) printed copies in a single package, separate from the Financial Proposal.
- **Financial Proposal:** One (1) copy on an electronic storage device (CD or USB) (1 copy per storage device) each clearly marked with the proposal number and name, firm name and what is included (Financial Proposal) and six (6) 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 Developer 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 Official, any Purchasing Division representative representing the University administration, others authorized in writing by the Purchasing Division 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 Official listed in Section 3.2 no later than the date listed in Section 3.1. Fax to: 859-257-1951. Email to: matthew.spalding@uky.edu and sbowlin@uky.edu.

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 Purchasing Division, 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 Information
- Criteria 2 – Development Experience
- Criteria 3 – Financial Capability to Execute the Project
- Criteria 4 – Project Financing
- Criteria 5 – Description of Proposed Project
- Criteria 6 – Laboratory, Office, and Flex Space Management Experience
- Criteria 7 – Offeror's Maintenance Plan and Schedule
- Criteria 8 – Financial Proposal
- Criteria 9 – Additional Resources Required
- Criteria 10 – References
- Criteria 11 – Construction Logistics and Impact
- Criteria 12 – 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

Offerors must describe and offer evidence of their ability to meet each of the qualifications listed below.

- a) Team and Firm Organization: Identify the Offeror's entity; its legal status; employer identification number; address; full names of the officers, their addresses, credit references, and brief biographical summaries. If the entity is a joint venture or partnership, provide the above information for each partner.
- b) Key Personnel: Provide a description of the proposed staffing plan including the names and titles of all key staff assigned to the Project, their roles and responsibilities and their resumes.
- c) Legal Claims: Disclose any recent or currently outstanding legal claims against the Offeror or any key personnel, including the source of such claims, their amount, and status.
- d) Provide a list of proposed primary subcontractors (e.g., Architect and General Contractor) and experience of their firms with projects similar in size and scope to the Project. Identify whether any of the subcontractors are small businesses as determined by the U.S. Small Business Administration.

4.6 Criteria 2 – Development Experience

- a) The Offeror must provide evidence of having successfully undertaken other projects of this type and/or magnitude. Describe the background and experience of the entity and its principals in undertaking projects of this type and magnitude, including brief descriptions of similar projects completed and/or under construction. Provide a statement regarding the duration of the Offeror's financial and operational involvement with each such project following completion (or an affiliate's involvement if the Offeror is not the entity working with such project following completion). This description should additionally include the cost history of the projects in meeting construction budgets, operating budgets, debt coverage and delivery dates and where they differed from the pre-construction project pro forma.
- b) The Offeror should identify and describe awards it has received for projects completed in the last five (5) years. It should show evidence of achieving high quality and affordability within the varying markets it has entered. Additionally, it should note the length of time key leadership and employees who have been with the company and working on this project. Provide project financing examples, drawn whenever possible from the project experience described above.
- c) The Offeror should provide a brief statement outlining the experience of the firm, or each of the firms on the Development Team, in working with public institutes of higher education and appropriate local and state government offices.

4.7 Criteria 3 – Financial Capability to Execute the Project

Provide evidence of the Offeror entity's financial condition including company and, if relevant, personal financial statements; a statement detailing the different methods of financing the Offeror is capable of delivering including, but not limited to, private debt and other financing options. Provide financial and banking references and telephone numbers of contacts for such references, together with written authorization permitting the University to confirm financial information with such references. The University may request a review of such submissions by a Certified Public Accountant or its external auditors.

4.8 Criteria 4 – Project Financing

- a) Proposed Financing Structure - Provide a detailed narrative description of the proposed financing structure, showing that the Project is 100% privately financed. Specify all assumptions about use of taxable and/or tax-exempt debt, and/or equity; cost of capital; expectation of Offeror's return on investment; and interim and permanent financing options available. Provide a detailed description of the organizational structure necessary to implement the proposed financing structure.
- b) Alternative Financing Structure(s) - Provide a detailed narrative description of any alternative proposed financing structure(s), showing that the Project is 100% privately financed. Specify all assumptions about use of taxable and/or tax-exempt debt, and/or equity; cost of capital; expectation of Offeror's return on investment; and interim and permanent financing options available. Provide a detailed description of the organizational structure necessary to implement each alternative proposed financing structure.

4.9 Criteria 5 – Description of Proposed Project

Provide a narrative description of the proposed development. Furnish conceptual layout including proposed traffic flow, pedestrian and vehicular entrance and exit points. Provide square footage of proposed development uses including laboratory, co-working, flex space, and common areas. Provide an estimate of the number of net new parking spaces associated with the Project. Provide depictions of height and exterior design finishes and level of quality assumed in Developer's cost model.

4.10 Criteria 6 – Laboratory, Office, and Flex Space Management Experience

The University will evaluate various options, as proposed by Offerors responding to the RFP, for maintenance, operations, and custodial functions of the component(s) of the Project. The University anticipates that management, operations, and custodial responsibilities for the Coldstream High-Tech Building will be the sole responsibility of the Developer.

Provide a statement of previous management arrangements used by the Offeror and the success of each particularly as it relates to on-campus or publicly-owned facilities. Discuss the various options available regarding operations and maintenance. Provide a statement of the Offeror's preferred management arrangement. Provide a statement of evidence of the Offeror's property management experiences and the ability to maintain high standards of maintenance. If intending to contract with a management firm, describe prior joint projects with that firm and include the length of service.

4.11 Criteria 7 – Offeror's Maintenance and Operating Plan and Schedule

For the Project, the Offeror shall submit a maintenance plan and the source of funding to assure the new asset(s) built are kept in modern, safe and useful condition. The Offeror shall submit building systems replacement schedules for the types of systems it plans to install in the new facilities. The Offeror shall submit a plan to assure the facilities are properly staffed, maintained, upgraded and all safety conditions are met.

The Offeror shall detail how these costs are included in the financial pro forma and any other methods of accounting or alternate sources of funds to adequately maintain the Coldstream High-Tech Building constructed as part of the Project.

The Offeror shall submit a proposed operating plan for each component of the proposed Coldstream High-Tech Building Project.

4.12 Criteria 8 – Financial Proposal

The University will evaluate Offeror's complete financial offer based on information provided to the University using the format contained in Section 8.0.

All financial information must be submitted in a sealed envelope under separate cover.

4.13 Criteria 9 – Additional Resources Required

Respond to the following questions and/or requests for information, referencing as appropriate your preceding responses:

- a) Describe how you have handled projects that have involved:
 - Major on and off-site infrastructure;
 - Sustainable design and implementation.

- b) Include a statement acknowledging the major agreement terms as set forth in Section 7.6, General and Special Conditions, of this RFP, and those stated within the body of this RFP. Identify any such terms or issues you believe would make it difficult to consummate an Agreement to develop the Coldstream High-Tech Building, and why they would create a difficulty. Please refer to Section 3.6 for any deviations.

4.14 Criteria 10 - References

The Offeror shall supply names addresses, and telephone numbers of three (3) business references, preferably public sector clients for whom similar work has been accomplished and briefly describe the type of service provided. Include information on which components were implemented and the duration of the engagement. The Offeror must grant permission to the University to contact the references.

4.15 Criteria 11 – Construction Logistics and Impacts

Please provide your detailed approach to site logistics and strategies to lessen the impact to existing buildings and tenants on UK-CRC. Please provide a site logistics plan detailing crane location, ingress and egress to the site, material staging, plus any impact to existing buildings and tenants on UK-CRC.

4.16 Criteria 12 – 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 Chief Procurement Officer will evaluate proposals and make a recommendation to the Chief Procurement Officer. 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 Information
- Development Experience
- Financial Capability to Execute the Project
- Project Financing
- Description of Proposed Project
- Laboratory and Office Management Experience
- Offeror's Maintenance Plan and Schedule
- Financial Proposal
- Additional Resources Required
- References
- Construction Logistics and Impact

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 4.0 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 TERMS AND CONDITIONS

6.1 Contract Term

Please refer to Section 7.6, General and Special Conditions, of the RFP for additional Contract Terms.

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 University's Board of Trustees, Commonwealth of Kentucky Government Contracts Review Committee, and the Capital Projects Bond Oversight 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 Bonding

A 100% Performance Bond and 100% Payment Bond shall be furnished by the successful bidder. All bonding and insurance requirements are contained in the Instruction to Bidders, General Conditions and Special Conditions.

6.5 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.

6.6 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 Developer 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.

6.7 Developer Cooperation in Related Efforts

The University reserves the right to undertake or award other contracts for additional or related work to other entities. The Developer shall fully cooperate with such other contractors and University employees and carefully fit its work to such additional work. The Developer 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 Developer will be required to cooperate. The University shall equitably enforce this clause on all contractors to prevent the imposition of unreasonable burdens on any contractor.

6.8 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.

6.9 Governing Law

The Developer 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.

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

To the extent the Developer 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 Developer 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 the University's and reasonably designed to protect the Personal Information from unauthorized access, use, modification, disclosure, manipulation, or destruction; (iii) notifying the University of a security breach relating to Personal Information in the possession of Company 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 Developer abides by the requirements set forth in that exception; (iv) cooperating with the 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 Developer; and (vi) at the University's discretion and direction, handling all administrative functions associated with notification, investigation and mitigation.

6.11 Termination for Convenience

The University reserves the right to terminate the resulting Contract without cause with a thirty (30) day written notice. Upon receipt by the Developer of a "notice of termination," the Developer shall discontinue all services with respect to the applicable Contract. The cost of any agreed upon services provided by the Developer will be calculated at the agreed upon rate prior to a "notice of termination" and a fixed fee contract will be pro-rated (as appropriate).

6.12 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 Developer, which in the opinion of the University is not in its best interest, or failure to comply with the terms of this Contract;
 - A. 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;
 - B. 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 Developer in any proceeding filed by or against Developer thereunder. In the event of any such involuntary bankruptcy proceeding being instituted against the Developer, 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 Developer might during that sixty (60) day period have the opportunity to seek dismissal of the involuntary petition or otherwise cure said potential default; or
 - C. 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 Developer.

Demand for Assurances

In the event the University has reason to believe Developer will be unable to perform under the Contract, it may make a demand for reasonable assurances that the Developer will be able to timely perform all obligations under the Contract. If the Developer 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 Funding Out

The University may terminate this Contract if funds are not appropriated or are not otherwise available for the purpose of making payments without incurring any obligation for payment after the date of termination, regardless of the terms of the Contract. The University shall provide the Developer thirty (30) calendar days' written notice of termination under this provision.

6.14 Prime Developer Responsibility

Any Contracts that may result from the RFP shall specify that the Developer is/are solely responsible for fulfillment of the Contract with the University.

6.15 Assignment and Subcontracting

The Developer 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.

6.16 Permits, Licenses, Taxes

The Developer 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 Developer 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 Developer need not be registered as a prerequisite for responding to the RFP.

The Developer 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 Developer.

The Developer 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.

6.17 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 Developer agrees to pay all expenses of such action including attorneys' fees and costs at all stages of litigation.

6.18 Royalties, Patents, Copyrights and Trademarks

The Developer 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 Developer is responsible for payment of all associated royalties. To the fullest extent permitted by law the Developer 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 Developer 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.

6.19 Indemnification

The Developer 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 Developer'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.

6.20 Insurance

The successful Developer 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.

COVERAGES

Workers' Compensation

Commercial Excess General Liability or, Umbrella Liability Insurance, including operations/ completed operations, products, and contractual liability (including defense and investigation costs) including this Contract. May include a Contractor Controlled Insurance Program (CCIP or Wrap-Up)

Business Automobile Liability, covering owned, leased, or non-owned autos

Professional Liability/Errors & Omissions

Environment Liability

LIMITS

Statutory Requirements (Kentucky)

\$10,000,000 each occurrence combined single limits for bodily injury and property damage.

\$2,000,000 each occurrence (BI & PD combined)

\$1,000,000 each occurrence

\$1,000,000 each occurrence

Construction utilizing Rigging, Cranes or Helicopter operations will require additional coverage limits naming the University as additional insured

If the work involved requires the use of helicopters, a separate aviation liability policy with limits of liability of \$30,000,000 will be required. If cranes and rigging are involved, a separate inland marine policy with liability limits of \$15,000,000 will be required.

There may be additional insurance requirements negotiated for inclusion in the Lease.

This policy shall have a minimum of \$5,000,000 limits for bodily injury and property damage for each occurrence in excess of the applicable limits in the primary policies.

The successful Developer 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 Developer. 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.

6.21 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.

6.22 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.

6.23 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.

6.24 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.

6.25 Conflict of Interest

This RFP and resulting Contract are subject to provisions of the Kentucky Revised Statutes regarding conflict of interest and the University'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 Purchasing Official identified in this RFP.

6.26 Extending Contract

The Offeror's response to this RFP must state whether or not the Offeror will permit the use of this Contract by other Universities, state agencies, public and private institutions in the Commonwealth of Kentucky. An answer to this issue must be submitted within the response.

6.27 Personal Service Contract Policies – Not Used

6.28 Copyright Ownership and Title to Designs and Copy

The Developer 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 Developer hereunder to be a work made for hire. The Developer 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 Developer shall return all such items to the appropriate University department within one (1) week of delivery.

6.29 University Brand Standards

The Developer must adhere to all University of Kentucky 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>.

The Developer 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 Contract WCAG 2.0 Level AA compliance is expressly included. The Developer 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, the University reserves the right to request from the Developer, a timeline by which accessibility standards will be incorporated into the products or services provided by the Developer 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 Contract and shall be grounds for termination of this Contract.

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

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

6.30 Printing Statutes – Not Used

7.1 Developer Services Defined

The Developer will provide the following services:

- Design Phase Services
- Construction, including Acceptance
- Post Construction, including Warranty

The Developer will review with the University any proposed program changes from what is represented by the RFP to ascertain the requirements of the Project. Review and confirm the understanding of these requirements and other design parameters with the University.

7.2 Compliance with State Laws

Any Contract resulting from this solicitation shall be governed under, and the rights and obligations of the parties hereto, shall be determined in accordance with the laws of the Commonwealth of Kentucky. The firm selected shall provide equal job opportunity and prohibit discrimination based on race, creed, color, sex, age, religion or national origin as required by Kentucky Revised Statutes 45:550 through 45:640. All Contractors and subcontractors are required to comply with Federal Executive Order 11246 entitled "Equal Employment Opportunity" as amended by the Department of Labor regulations (41 CFR, Part 60). The successful firm will be required to provide Certificates of Insurance showing proof of general, vehicle liability and Worker's Compensation insurance and a 100% Performance Bond.

7.3 General and Special Conditions

ARTICLE 01 FIELD CONDITIONS

1.1 The Developer will secure all data at the site such as grades, convenience of receiving and sorting material, location of public services, and other information which will have a bearing on proposals or on the execution of the Work and shall address these issues in the preparation of their response.

ARTICLE 02 PHASE 1 ENVIRONMENTAL REPORT

2.1 A Phase I Environmental Site Assessment for the entire campus was conducted in July 1991 and is included within these documents for information purposes only. The University will not be responsible for interpretations or conclusions drawn from this report by the Developer. This data is made available solely for the convenience of the Developer.

ARTICLE 03 TIME FOR COMPLETION

3.1 Final completion will be addressed in the KTI Master Lease.

ARTICLE 04 PLANS, DRAWINGS, AND SPECIFICATIONS

4.1 An electronic copy of the as-built drawings and specifications and copies prepared by the Developer will be provided to the UK Representative.

ARTICLE 05 PROGRESS MEETINGS

5.1 UK Representative is to be invited to the Developer's progress meetings.

5.2 Developer shall prepare and submit at each progress meeting an updated schedule indicating Work completed to date and any needed revisions.

5.3 With the express purpose of expediting construction and providing the opportunity for cooperation of affected parties, progress meetings will be held and attended by representatives of:

- (1) The University's Representative
- (2) The Developer.
- (3) Design and construction teams.
- (4) Others requested to attend (as deemed necessary).

5.4 A location near the site will be designated where such progress meetings will be held. Participants will be notified of the dates and times of the meetings by the Developer.

ARTICLE 06 FIELD OFFICE

6.1 If needed the Developer shall make his own provision for field office for his own personnel and for incidental use by their subcontractors. Quantity and location are to be reviewed with the UK's Representative.

ARTICLE 07 TELEPHONE SERVICE

7.1 Developer shall arrange for installation of on-site phone, internet and other communications services. Telephone service during the length of construction shall be paid for by the Developer.

ARTICLE 08 PROJECT SIGN

8.1 No signs, except those attached to vehicles or equipment, may be displayed without permission from UK Coldstream's Design Review Committee. No political signs will be permitted.

ARTICLE 09 PARKING

9.1 Parking for Contractors and subcontractors during construction of the Project should be coordinated with the Facilities Operations Director of UK-CRC.

ARTICLE 10 SANITARY FACILITIES

10.1 At the beginning of the Project, before any Work is started, the Developer shall furnish, install and maintain ample sanitary facilities for the workforce. Permanent toilets in the existing building shall not be used during construction of the Project. Drinking water shall be provided from an approved safe source, piped or transported as to be kept clean and fresh and served from single service containers or satisfactory types of sanitary drinking stands or fountains. All such facilities and services shall be furnished in strict accordance with existing governing health regulations.

ARTICLE 11 RULES OF MEASUREMENT

11.1 The Developer shall pay for and coordinate all associated Work by utility companies including relocation of utility poles, installation of new streetlights, relocation of overhead or underground lines, and any other Work called for the execution of the project.

ARTICLE 12 OTHER CONSIDERATIONS

12.1 The Developer shall coordinate any road and sidewalk closings, utility disruptions, etc. which will affect the use of the existing building(s) with the Lexington Fayette Urban County Government (LFUCG) prior to commencing that Work.

12.3 The adjacent buildings and public areas will remain in use and UK-CRC tenants and their employees shall have access to the existing building(s) throughout the duration of the Project. The Developer shall coordinate construction activity to assure the safety of those who must cross the Project site and shall provide and maintain the necessary barriers and accommodations for a completely safe route of accessibility. The Developer is to ensure that all exits provide for free and unobstructed egress. If exits must be blocked, prior arrangements must be made LFUCG.

12.4 The Developer shall cooperate with the University to minimize inconvenience to, or interference with normal use of existing buildings and grounds by other UK-CRC tenants, their employees, and the public. The Developer shall conduct operations to prevent damage to adjacent building structures and other facilities and in such a manner to protect the safety of building's occupants.

12.5 Special effort shall be made by the Developer to prevent any employee from entering existing buildings for reasons except construction business. In particular, use of toilets, drinking fountains, vending machines, etc. is strictly prohibited.

ARTICLE 13 CRANE & MATERIAL HOIST OPERATIONS

13.1 The Developer shall provide appropriate barriers around crane and material hoist to protect pedestrian-and vehicular traffic around operating area. When crane is operating or moving, flag men provided by Developer shall be utilized to prevent pedestrian and vehicular traffic from crossing the pathway of crane lift.

13.2 Cranes and material hoists shall be safely secured and inaccessible during non-operating hours and must comply with all applicable FAA requirements.

13.3 Any damage to trees, shrubs or plant material at the placement of crane or material hoist shall be repaired by tree surgery or replaced as directed by the University.

ARTICLE 14 CLEANING AND TRASH REMOVAL

14.1 The Developer shall keep clean the entire area of new construction and shall keep streets used as access to and from the site free of mud and debris. This shall include regular lawn care including trimming weeds and grass within the site area and maintenance within the Project site during all phases of the Project construction.

14.2 All exit ways, walks, drives, grass areas, and landscaping must be kept free from debris, materials, tools and vehicles at all times.

14.3 Upon completion of the Work, the Developer shall thoroughly clean and re-sod grass areas damaged to match existing areas.

14.4 The Developer shall be responsible for removal from the site of all liquid waste or other waste (i.e. hazardous, toxic, etc.) that requires special handling on a daily basis.

14.5 Dumpsters will be provided and maintained by the Developer.

ARTICLE 15 COMMUNICATIONS AND NETWORK SYSTEMS

15.1 The communications wiring is to be provided, installed and terminated by the Developer using a certified and approved communications contractor.

ARTICLE 16 EMERGENCY VEHICLE ACCESS

16.1 Emergency Vehicle Access must be maintained at all times during construction. The Developer shall coordinate with the local Fire and Emergency Medical Services department(s) that would respond to an emergency during the initial startup of construction to ensure a complete understanding of their requirements.

ARTICLE 16 FINANCIAL REPORTING

16.1 The Developer will be required to report capital costs and taxes paid during construction and throughout the operation of the Project. Details will be included in the ground lease. Sample language can be found in Attachment B.

8.0 FINANCIAL OFFER

8.1 Key Financial Components

For each proposed and alternative financing structure described in Section 4.8 Criteria 4 – Project Financing, the Offeror shall provide key financial components in the following format:

NOTE: PLEASE COMPLETE THE EXCEL FILE PROVIDED AS AN ADDENDUM TO THE RFP.

* Provide a narrative description of any expenses included in this line item.

** Provide the rental rate per square foot assumption being used, as well as occupancy rates over the term of the Contract.

***Provide a narrative description of any revenues included in this line item.

Provide a description of any and all other assumptions used to develop Offeror's financial proposal.

8.2 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.