



University of Kentucky®

Procurement Services

Request for Proposal

UK-2398-24

Proposal Due Date – 01/23/2024

Medical Office Building(s)

Public-Private Partnership(P3)



REQUEST FOR PROPOSAL (RFP)

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

PROPOSAL NO.: <u>UK-2398-24</u> Issue Date and Title: <u>12/21/2023</u> Medical Office Building Developer Public Private Partnership Procurement Officer: <u>Corey W. Leslie</u> Phone/ EMail: <u>859-257-5405/corey.leslie@uky.edu</u>	RETURN ORIGINAL COPY OF PROPOSAL TO: UNIVERSITY OF KENTUCKY PROCUREMENT SERVICES 411 S LIMESTONE ROOM 322 PETERSON SERVICE BLDG. LEXINGTON, KY 40506-0005
IMPORTANT: PROPOSALS MUST BE RECEIVED BY: 01/23/2024 @ 3 P.M. LEXINGTON, KY TIME.	
NOTICE OF REQUIREMENTS	
<ol style="list-style-type: none"> 1. The University's General Terms and Conditions and Instructions to Bidders, viewable at https://purchasing.uky.edu/bid-and-proposal-opportunities, apply to this RFP. When the RFP includes construction services, the University's General Conditions and Special Conditions for Construction and Instructions to Bidders, viewable at https://purchasing.uky.edu/bid-and-proposal-opportunities, apply to the RFP. 2. Contracts resulting from this RFP must be governed by and in accordance with the laws of the Commonwealth of Kentucky. 3. Any agreement or collusion among offerors or prospective offerors, which restrains, tends to restrain, or is reasonably calculated to restrain competition by agreement to bid at a fixed price or to refrain from offering, or otherwise, is prohibited. 4. Any person who violates any provisions of KRS 45A.325 shall be guilty of a felony and shall be punished by a fine of not less than five thousand dollars nor more than ten thousand dollars, or be imprisoned not less than one year nor more than five years, or both such fine and imprisonment. Any firm, corporation, or association who violates any of the provisions of KRS 45A.325 shall, upon conviction, be fined not less than ten thousand dollars or more than twenty thousand dollars. 	
AUTHENTICATION OF BID AND STATEMENT OF NON-COLLUSION AND NON-CONFLICT OF INTEREST	
I hereby swear (or affirm) under the penalty for false swearing as provided by KRS 523.040: <ol style="list-style-type: none"> 1. That I am the offeror (if the offeror is an individual), a partner, (if the offeror is a partnership), or an officer or employee of the bidding corporation having authority to sign on its behalf (if the offeror is a corporation); 2. That the attached proposal has been arrived at by the offeror independently and has been submitted without collusion with, and without any agreement, understanding or planned common course of action with, any other Contractor of materials, supplies, equipment or services described in the RFP, designed to limit independent bidding or competition; 3. That the contents of the proposal have not been communicated by the offeror or its employees or agents to any person not an employee or agent of the offeror or its surety on any bond furnished with the proposal and will not be communicated to any such person prior to the official closing of the RFP; 4. That the offeror is legally entitled to enter into contracts with the University of Kentucky and is not in violation of any prohibited conflict of interest, including, but not limited to, those prohibited by the provisions of KRS 45A.330 to .340, and 164.390; 5. That the offeror, and its affiliates, are duly registered with the Kentucky Department of Revenue to collect and remit the sale and use tax imposed by Chapter 139 to the extent required by Kentucky law and will remain registered for the duration of any contract award; 6. That I have fully informed myself regarding the accuracy of the statement made above. 	
SWORN STATEMENT OF COMPLIANCE WITH CAMPAIGN FINANCE LAWS	
In accordance with KRS 45A.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:

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Appendices:

A – Hamburg East Site Map

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 "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 selected to carry out the Project.

The "Agreement" is the agreement that defines the terms between the parties.

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 Hamburg East Medical Office Building Project.

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

The term "Purchasing Agency" means University of Kentucky Procurement Services, Room 322 Peterson Service Building, Lexington, KY 40506-0005.

The term "Purchasing Official" means the University of Kentucky's appointed contracting representative.

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

The term "Solicitation" means RFP.

The term "University" or "Owner" means the University of Kentucky.

2.0 GENERAL OVERVIEW

2.1 Intent and Scope

The University of Kentucky (UK) is pleased to present this Request for Proposal (RFP) for qualified individuals, firms and teams that have extensive experience with the development financing, management and implementation of medical and university facilities on budget and on schedule.

UK is considering a P3 arrangement with an established developer for the planning, design, construction, financing, and potentially the operations and maintenance of these facilities.

UK is seeking to partner with a developer with a thorough knowledge of these types of medical and university facilities, a successful track record of university partnerships, and a commitment to partner with UK for a seamless and collaborative experience.

A P3 project delivery process is being considered for the Project primarily to diversify UK's financing sources, accommodate and accelerate capital project schedules and maintain and enhance UK's competitive position.

A P3 project delivery process is contingent on state budget authorization, which if authorized, will be effective no earlier than July 1, 2024.

The design shall conform to the "Official UK Standards" unless prior written consent is given by the UK Project Manager. Design Standard are available at:

<http://www.uky.edu/cpmd/official-design-standards>

The components of the Project are as follows:

- ≡ Outpatient medical office space to support multidisciplinary clinical care and teaching, including exam rooms, core support services (e.g., pharmacy, lab and radiology), and patient and staff amenities
- ≡ A consistent, flexible, innovative outpatient medical office building to support efficient patient and family focused healthcare facility of 200,000 square feet or greater and supporting infrastructure, if applicable.
- ≡ Construct a high quality, minimal maintenance exterior and interior structure that will support a 30 year plus use. Appropriate milestones established for updates within this duration.
- ≡ Option to partner for i) design, build, and finance, or ii) design, build, finance, operate and maintain (the O&M partner would maintain first class medical office space).

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

The University anticipates additional community campus / medical facility / university / parking development needs 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 – Hamburg East Site Map

2.2 University Information

Upon his arrival in 2011, President Eli Capilouto set 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 enterprise; providing life-saving subspecialty care; empowering communities through service and outreach; and encouraging a transparent and shared dialogue about institutional priorities; the University of Kentucky will help ensure a Kentucky tomorrow that is healthier, wealthier and wiser than it is today.

Our mission is to advance Kentucky.

Founded in 1865 as a land-grant institution adjacent to downtown Lexington, UK is nestled in the scenic heart of the beautiful Bluegrass region of Kentucky. From its early beginnings, with only 190 students and 10 professors, UK's campus now covers more than 900 acres. The university enrolled more than 34,000 students in Fall 2023 and has approximately 25,000 employees, including nearly 3,000 full-time faculty.

UK is one of a small number of universities in the United States that has programs in agriculture, engineering, law, fine arts and a full complement of health colleges including medicine and pharmacy, on a single campus alongside an academic health system, leading to groundbreaking discoveries and unique interdisciplinary collaboration.

The state's flagship university consists of 18 academic and professional colleges where students can choose from more than 200 majors and degree programs at the undergraduate and graduate levels. The colleges are Agriculture, Food and Environment; Arts and Sciences; Business and Economics; Communication and Information; Dentistry; Design; Education; Engineering; Fine Arts; Graduate School; Health Sciences; Honors; Law; Medicine; Nursing; Pharmacy; Public Health; and Social Work. These colleges are supported by a modern research library system.

Research at the University of Kentucky is a dynamic enterprise encompassing both traditional scholarship and emerging technologies. UK's research faculty, staff and students are establishing UK as one of the nation's most prolific public research universities. UK researchers were awarded more than \$479.3 million in extramural grant and contract funding in fiscal year 2023. Fifty-three percent of this funding comes from agencies in the federal government (\$252.6 million) such as the National Institutes of Health, National Science Foundation, Department of Energy, Department of Defense and numerous other federal, state and industry sponsors. Expenditures from research and development (R&D) activities at the university generate more than \$873 million in economic activity across the Commonwealth of Kentucky and support more than 4,636 jobs.

With more than 70 research centers and institutes, UK 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 equine disease research.

The Center for Applied Energy Research (CAER) is internationally recognized for research in algae for carbon dioxide clean up, carbon materials, concrete and cement, emissions control in utilities, energy policy, fuels research, hydrogen, materials characterization and plant optimization.

Among the brightest examples of UK's investment in transformative research is the Markey Cancer Center. As a center of excellence and distinction at UK, 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 2023, Markey earned the prestigious National Cancer Institute's Comprehensive Cancer Center designation – one of 56 nationally, the only one in Kentucky and the only one within nearly 200 miles of Lexington. Markey received an initial NCI designation in 2013.

Both CAER and Markey are cornerstones of seven Research Priority Areas (RPAs) at the University of Kentucky. These areas — chosen based on local relevance, existing funding strength, sustainability and disciplinary scholarly diversity — focus UK's top research talent on the most pressing challenges confronting our state.

The University of Kentucky is the recipient of a Clinical Translational Sciences Award (CTSA) from the National Institutes of Health (NIH). As one of only 60 institutions with this research distinction, UK 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. UK is one of only 29 universities in the country to hold all three premier grants from NIH.

Established in 1957, the medical center at UK is one of the nation's finest academic medical centers and includes the university's clinical enterprise, UK HealthCare. Licensed for 965 beds across UK Albert B. Chandler Hospital, Kentucky Children's Hospital and UK Good Samaritan Hospital, the system is 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. Since 2014, the number of patients served by the medical enterprise has nearly doubled, with more than 38,000 discharges in 2022.

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 the new patient care pavilion is the leading health care facility for advanced medical procedures in the region, our talented physicians consult with and travel to our network of affiliate hospitals so Kentuckians can receive the best health care available close to their home and never need to leave the Bluegrass for complex subspecialty care.

As of December 1, 2022, King's Daughters Medical Center, based in Ashland, Kentucky, officially became part of the University of Kentucky. King's Daughters Medical Center serves a 16-county region across Kentucky, Ohio and West Virginia. Its health system is composed of two acute-care

hospitals totaling 465 licensed beds, more than 50 ambulatory centers and practice locations, a long-term care facility, medical transport company and six urgent care centers.

UK's agenda remains committed to accelerating the university's academic excellence in all areas and gaining 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. This commitment is all part of the university's mission as a 21st century flagship and land-grant research university. From its Nobel Laureates to cutting-edge work in addressing health disparities, and from the artistic wonders that stir souls to our scientific creativity that inspires minds, UK seeks a brighter future through the contributions of our faculty, staff, students and alumni.

We are the University of Kentucky. We are committed to advancing Kentucky in everything that we do.

2.3 Sustainability

Sustainability is an institution-wide priority for the University of Kentucky. We strive to ensure that all activities are ecologically sound, socially just, and economically viable, and that they will continue to be so for future generations. This commitment also prioritizes the integration of these principles in curricula, research, athletics, health care, creative works, and outreach. This principled approach to operational practices and intellectual pursuits is intended to prepare students and empower the campus community to support sustainable development in the Commonwealth and beyond. The UK Sustainability Strategic Plan guides these efforts (<https://www.uky.edu/sustainability/sustainability-strategic-plan>).

2.4 Economic Inclusion

The University of Kentucky is committed to serve as an advocate for diverse and Kentucky located businesses in their efforts to conduct business. Diverse Business Enterprises (DBE) consist of minority, women, disabled, veteran and disabled veteran owned business firms that are at least fifty-one percent owned and operated by an individual(s) of the aforementioned categories. Also included in this category are disabled business enterprises and non-profit work centers for the blind and severely disabled.

The University is committed to increasing the amount of goods and services acquired from businesses owned and controlled by diverse persons to 10% of all procurement expenditures. The University expects its suppliers to support and assist in this effort. The University is also committed to increasing its expenditures with Kentucky located businesses. All of our efforts are fully compliant with the Kentucky Model Procurement Code.

Among the University's goals for DBE and local participation in procurement are:

- To ensure the absence of barriers that reduce the participation of diverse suppliers
- Educate vendors on "how to" do business with the University
- Support diverse and Kentucky located vendors seeking to do business with the University in the areas of goods, services, construction, and other areas of procurement
- Encourage participation of qualified diverse and Kentucky located vendors by directing them to agencies that can benefit from their product or service
- Provide resources for diverse and Kentucky located vendors

- Sponsor events to assist diverse and Kentucky located vendors in becoming active, responsible, and responsive participants in the University's purchasing opportunities

For additional information regarding how diverse suppliers may participate in this Request for Proposal, submit any questions to the Purchasing Officer as indicated in Section 3.2 by the Deadline for Written Questions date.

2.5 Project Background Information

UK recently completed the acquisition of 41.18 acres of land adjacent to Winchester Road and I-75. The property is anticipated to be a future home for a medical campus that could include a medical office building and/or other university facilities.

UK recently engaged a consultant to prepare a strategic facility plan which evaluated how UK could best utilize the site as a health and wellness campus. The result was a building plan that would accommodate a medical office building and future university facility, including surface and structured parking. The strategic facility plan will be shared with short-listed firms.

The proposed campus will provide services to complement UK HealthCare's main medical center facilities, UK Chandler Hospital and UK Kentucky Clinic as well as provide a health and wellness destination in the community.

As part of the refresh of our strategic plan in 2023, UK HealthCare is focusing on not only providing more health care access to Kentuckians, but ensuring that this access is more conveniently located for patients.

The parties will negotiate and execute a long-term agreement for a medical office building on the Hamburg East site of approximately 200,000 square feet or greater. As well as current and future parking / infrastructure.

The Developer will construct the medical office building and site parking development at the Hamburg East, and may provide the maintenance, operations, and custodial functions of the building components of the Project.

2.6 Financing

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

Therefore, Developers 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 Teams with demonstrated ability and experience in financing 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.

The University has a high preference for equity funding as available.

The University financing terms and engagement in a public-private partnership structure are contingent on state budget authorization and if authorized, to be effective on July 1, 2024.

Offerors will be asked to respond to a specific Financial Proposal scenario to support the consistent and equitable comparison of Offerors.

3.0 PROPOSAL REQUIREMENTS

3.1 Key Event Dates

Release of RFP	12/21/2023
Pre-Proposal Conference	1/9/2024
Deadline for Written Questions	3 PM Eastern Time on 1/12/2024
Addendum	1/17/2024
RFP Proposals Due	3 PM Eastern Time on 1/23/2024
Evaluation of Proposals	2/9/2024
Offeror Presentations	3/11/2024 – 3/15/2024
Contract Award (estimated)	3/29/2024 (effective date to be no earlier than July 1, 2024)

3.2 Offeror Communication

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

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

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

Corey W. Leslie
Procurement Services
University of Kentucky
322 Peterson Service Building
Lexington, KY 40506-0005
Phone: (859) 323-5405
E-mail: corey.leslie@uky.edu

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

3.3 Pre-Proposal Conference

A pre-proposal conference will be held in Lexington, Kentucky on January 9, 2024 at 2:00PM Lexington, KY time_Via Zoom to allow prospective contractors an opportunity to ask questions and clarify the University's expectations. This conference provides offerors an opportunity for oral questions.

Meeting URL: <https://uky.zoom.us/j/85600283794>

Call in: +1 309 205 3325 (US Toll)

Meeting ID: 856 0028 3794

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

- Attendance at the pre-proposal conference is voluntary. At this conference, the scope of services will be discussed in detail.
- Offerors are encouraged to submit written questions after the conference by the date listed in Section 3.1.

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

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

3.4 Offeror Presentations

Respondents may be required to make a presentation to the evaluation committee. The interviews are tentatively scheduled to be held on the week of March 11, 2024. Actual interview times will be scheduled later. In addition, an agenda will be issued prior to the interviews.

3.5 Preparation of Offers

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

The offeror will furnish all information required by this solicitation.

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

An electronic version of the RFP, in .PDF format only, is available through the University of Kentucky Procurement Services website at: <https://purchasing.uky.edu/bid-and-proposal-opportunities>.

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). Such deviations must not conflict with the basic nature of this RFP.

Note: Offerors shall not submit their standard terms and conditions as exceptions to the University's General Terms and Conditions. Each exception to the University's General Terms and Conditions shall be individually addressed.

3.7 **Proposal Submission and Deadline**

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

- **Technical Proposal:** One (1) electronic storage device (USB) clearly marked with the proposal number and name, firm name and what is included (Technical Proposal) and two (2) printed copies
- **Financial Proposal:** One (1) electronic storage device (USB) clearly marked with the proposal number and name, firm name and what is included (Financial Offer) and two (2) printed copies

Do not password protect the electronic storage devices.

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."

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

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

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

3.8 Modification or Withdrawal of Offer

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

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

3.9 Acceptance or Rejection and Award of Proposal

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

3.10 Rejection

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

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

3.11 Addenda

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

3.12 Disclosure of Offeror's Response

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

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

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

3.13 Restrictions on Communications with University Staff

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

3.14 Cost of Preparing Proposal

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

3.15 Disposition of Proposals

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

3.16 Alternate Proposals

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

3.17 Questions

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

3.18 Section Titles in the RFP

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

3.19 No Contingent Fees

Except for any consultants hired by the University to assist with evaluation of this RFP and offers, no person or selling agency shall be employed or retained or given anything of monetary value to solicit or secure this contract, except bona fide employees of the offeror or bona fide established commercial or selling agencies maintained by the offeror for the purpose of securing business. For breach or violation of this provision, the University shall have the right to reject the proposal, annul

the contract without liability, or, at its discretion, deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee or other benefit.

3.20 Proposal Addenda and Rules for Withdrawal

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

3.21 Requirement To Perform Vendor Onboarding and Registration

As a condition of award, and for any renewals performed during the life of the contract, successful Contractor agrees to register their company with PaymentWorks, Inc., the University's vendor onboarding application. Registration information will be provided by the Purchasing Division as part of the award process. During the vendor registration process, successful Contractor agrees to provide any applicable information pertaining to diversity demographics for their company. Further, should any company or diversity information change during the life of the contract, successful Contractor agrees to update this information in PaymentWorks as applicable.

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 Qualifications
- ≡ Criteria 2 – Development Experience
- ≡ Criteria 3 – Financial Capability to Execute the Project
- ≡ Criteria 4 – Project Financing
- ≡ Criteria 5 – Facility Services Management Experience
- ≡ Criteria 6 – Financial Proposal
- ≡ Criteria 7 – References
- ≡ 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.

As part of the Executive Summary and Proposal Overview, Offeror shall submit with their response a summarized profile describing the demographic nature of their company or organization:

- ≡ When was your organization established and/or incorporated?
- ≡ Indicate whether your organization is classified as local, regional, national, or international.
- ≡ Describe the size of your company in terms of number of employees, gross sales, etc.
- ≡ Is your company certified as small business, minority-owned, women-owned, veteran-owned, disabled-owned, or similar classification?
- ≡ Include other demographic information that you feel may be applicable to the Request for Proposal submission.
- ≡ Offeror shall describe in detail their company's commitment to diversity, equity, and inclusion. Information shall be provided as to the number of diverse individuals that the vendor employs as well as a description of vendors efforts to do business with Diverse Business Enterprises as they conduct their own business. In additional, please indicate the diversity nature of your company as well as ownership race/ethnicity.

Diverse Business Description	Check All That Apply
Minority-Owned	
Woman-Owned	
Small Business	
Veteran-Owned	
LGBTQ-Owned	
Disability-Owned Business Entity (DOBE)	
Diversity not indicated	

Race/Ethnicity	Check One
Asian	
Black/African American	

Hispanic or Latino	
Native American	
Native Hawaiian/Pacific Islander	
White	
Other	
Prefer not to say	

4.5 **Criteria 1 - Offeror Qualifications**

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

- ≡ **Speed of Delivery:** Demonstrated ability of the Offeror to drive the timelines and critical milestones.
- ≡ **Experience:** Demonstrated experience with the successful completion of projects with a similar scope, including academic medical campus development
- ≡ **Strategy Re-validation:** Provide examples of national and best practices analytic resources utilized by the Offeror to expand the University's internal knowledge and strategic analysis. Demonstrate experience and/or provide benchmark examples of service distribution and program placement for on and off campus clinical programs for best practice academic medical center coordination.
- ≡ **Cost Controls:** Demonstrate expertise to develop an efficient, lasting and cost-effective building design.
- ≡ **Long Term Partnership:** Proven track record of partnerships spanning multiple projects and timelines with a public partner or partners. Ability and willingness to collaborate with existing and potential UK and UKHC external partners as applicable to site development.
- ≡ **Team:** Provide a description of the proposed staffing plan including, names, titles, roles and responsibilities. Provide proposed primary subcontractors (e.g. architect, general contractor) Engage local subcontractor as appropriate. Identify whether any subcontractors are small businesses as determined by the U.S. Small Business Administration. Identify projects where the proposed team and/or subcontractors have worked together, both as a firm but also the individual level.
- ≡ **Active versus Passive Funding:** Define the Offeror partner's approach and ability to fund infrastructure. Highly prefer equity funding as available.
- ≡ **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.

- ≡ **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.
- ≡ **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.
- ≡ **Primary subcontractors:** 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**

- ≡ The Offeror should 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 medical office campuses 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.
- ≡ The Offeror should identify and describe awards it has received for medical office building, university facilities and/or parking 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.
- ≡ 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 healthcare 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, equity, 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

The University has a high preference for equity funding as available. For the purposes of financial modeling assume a medical office building of 200,000 square feet for the proposed and alternative financing structure. Provide a description of any and all other assumptions used to develop Offeror's financial proposal.

- ≡ 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.
- ≡ 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 – Facility Services Management Experience

The University will evaluate various options, as proposed by Offerors responding to the RFP, for maintenance, operations, and custodial functions of the Project. The University anticipates that management, operations, and custodial responsibilities may be the sole responsibility of the Developer. However, the University anticipates that management, operations, and custodial responsibilities for all of the parking in the proposed Project may be the sole responsibility of the University.

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. All personnel associated with or involved in the management of the project must undergo and pass background checks.

4.10 Criteria 6 – 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.

4.11 Criteria 7 - 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 acknowledges that the University reserves the right to contact others involved with the identified projects.

4.12 Criteria 8 – Other Additional Information

Offeror shall describe in detail their company's commitment to economic inclusion. Information could include statistics such as the number of diverse employees and executives as well as a descriptions of the Offeror's efforts to do business with local and diverse business enterprises as they conduct their own business.

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 the 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. If a contract is awarded, 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 should 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

- ≡ Criteria 1 - Offeror Qualifications
- ≡ Criteria 2 - Development Experience
- ≡ Criteria 3 - Financial Capability to Execute the Project
- ≡ Criteria 4 - Project Financing
- ≡ Criteria 5 - Facility Services Management Experience
- ≡ Criteria 6 - Financial Proposal
- ≡ Criteria 7 – References

Secondary Criteria

- ≡ Criteria 8 – Other Additional Information

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

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

6.0 TERMS AND CONDITIONS

6.1 Contract Term

Intentionally left blank.

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 but not limited to that of the Commonwealth of Kentucky Government Contracts Review Committee and the Capital Projects and Bond Oversight Committee, have been received.

6.3 Competitive Negotiation

It is the intent of the University to enter into competitive negotiation as authorized by KRS 45A.077 and 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

During the construction phase, a 100% Performance Bond and 100% Payment Bond shall be furnished by the developer.

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 Chief Procurement Officer 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 Contractor Cooperation in Related Efforts

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

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

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

To the extent Company 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"), Company shall secure and protect the Personal Information by, without limitation: (i) complying with all requirements applicable to non-affiliated third parties set forth in the Act; (ii) utilizing security and breach investigation procedures that are appropriate to the nature of the Personal Information disclosed, at least as stringent as University's and reasonably designed to protect the Personal Information from unauthorized access, use, modification, disclosure, manipulation, or destruction; (iii) notifying University of a security breach relating to Personal Information in the possession of 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 Company abides by the requirements set forth in that exception; (iv) cooperating with University in complying with the response, mitigation, correction, investigation, and notification requirements of the Act, (v) paying all costs of notification, investigation and mitigation in the event of a security breach of Personal Information suffered by Company; and (vi) at University's discretion and direction, handling all administrative functions associated with notification, investigation and mitigation.

6.11 Termination for Convenience

University of Kentucky Procurement Services reserves the right to terminate the resulting contract without cause with a thirty (30) day written notice. Upon receipt by the contractor of a "notice of

termination,” the contractor shall discontinue all services with respect to the applicable contract. The cost of any agreed upon services provided by the contractor 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 Contractor, 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 Contractor in any proceeding filed by or against contractor thereunder. In the event of any such involuntary bankruptcy proceeding being instituted against the Contractor, the fact of such an involuntary petition being filed shall not be considered an event of default until sixty (60) days after filing of said petition in order that Contractor might during that sixty (60) day period have the opportunity to seek dismissal of the involuntary petition or otherwise cure said potential default; or
 - 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 Contractor.

Demand for Assurances

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

Notification

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

6.13 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 contractor thirty (30) calendar days' written notice of termination under this provision.

6.14 Prime Contractor Responsibility

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

6.15 Assignment and Subcontracting

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

6.16 Permits, Licenses, Taxes

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

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

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

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

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

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

6.19 **Indemnification**

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

6.20 **Insurance**

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

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

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

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

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 contractor agrees to furnish Certificates of Insurance for the above described coverages and limits to the University of Kentucky, Purchasing Division. The University, its trustees and employees must be added as additional insured on the Commercial General Liability policy with regard to the scope of this solicitation. Any deductibles or self-insured retention in the above-described policies must be paid and are the sole responsibility of the contractor. Coverage is to be primary and non-contributory with other coverage (if any) purchased by the University. All of these required policies must include a Waiver of Subrogation (except Workers' Compensation) in favor of the University, its trustees and employees.

6.21 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

All records relating directly or indirectly to the Project which are in the possession or control of Contractor shall be made available to Owner or its duly authorized representatives for audit, inspection, and copying upon the request of the Owner or the Owner's Representative(s). Such records include, without limitation: all drawings, specifications, Submittals, subcontractor bids, subcontracts, the Daily Log, correspondence, the Request Log, the Submittal Log, minutes, memoranda, tape or videotape recordings, or other writings or things which document the Project, its predevelopment, development, design, construction, operation, and maintenance.

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

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

6.26 Extending Contract

The offeror's response to this RFP should 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 should be submitted within the response.

6.27 Copyright Ownership and Title to Designs and Copy

The contractor and University intend this RFP to result in a contract for services, and both consider the products and results of the services to be rendered by the contractor hereunder to be a work made for hire. The contractor acknowledges and agrees that the work and all rights therein, including (without limitation) copyright, belongs to and shall be the sole and exclusive property of

the University. For any work that is not considered a work made for hire under applicable law, title and copyright ownership shall be assigned to the University.

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

6.28 University Brand Standards

The contractor must adhere to all University 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 standards.

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

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

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

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

7.1 Developer Services Defined

The University envisions two phases for the contemplated project:

- **Phase I** – Project Planning and Due Diligence. It is anticipated that this phase would begin immediately following negotiation of a pre-development agreement. The University will own all the work product including architectural and engineering drawings and due diligence reports. The University will be permitted to terminate the pre-development agreement at any point in exchange for a “break up fee” to be negotiated. Phase I will culminate with a final financial proposal from the Developer including all terms of a contemplated transaction including final development budget and yield on cost, lease structure and term, and ground rent.
- **Phase II** – Financing, construction execution, and delivery of the base building – should the University elect to proceed to Phase II. The University financing terms and engagement in a public-private partnership structure are contingent on state budget authorization, which if authorized, will be effective no earlier than July 1, 2024.

A detailed development and other required agreements will be negotiated with the successful developer upon completion of the RFP process. The development agreement will include but not be limited to the following services:

- Strategy Re-Validation
- Design Phase Services
- Construction Cost and Timeline Estimate
- Construction, including Acceptance
- Post Construction, including Warranty

8.0 FINANCIAL OFFER

It is anticipated that the selected Developer will capitalize 100 percent of the Project, develop and construct the Project. The University will ultimately retain ownership of the Project land. The selected Developer will master lease the building to the University for a to-be-determined master lease term at a to-be-determined rental factor based upon a percentage of the total Project cost. The University will ground lease the land to the selected Developer based on a to-be-determined set of terms and conditions to facilitate the development of the Project. Each Developer shall provide a financial offer in its RFP response that shall outline the following for its preferred and any alternative project options. Utilize the scenario provided in Section 4.8 Criteria 4 to address the below proposed and alternative financing structure

1. Transaction and Financing Structure:

- a. Proposed Transaction Structure
- b. Capital Structure (Percentage of Proposed Equity / Debt: Equity highly preferred)
- c. Proposed Financing Sources and Descriptions
- d. Current Relationship with Proposed Financing Sources
- e. Required Internal Approvals and Timelines
- f. Anticipated Hold Period

2. Master Lease:

- a. Landlord / Building Owner

- b. Master Tenant
 - c. Right to Sublet
 - d. Initial Lease Term
 - e. Rent Rate (First Year, As % of Total Project Cost)
 - f. Maximum Tenant Improvement Allowance (PSF, if applicable)
 - g. Lease Reimbursement Structure
 - h. Annual Rent Escalation
 - i. Lease Renewal Options
 - j. Rent Commencement Date
 - k. Security Deposit
 - l. Tax / Insurance Escrow Requirement
 - m. Construction Interest
 - n. Brokerage Commission
3. Ground Lease:
- a. Lessor
 - b. Lessee
 - c. Inception
 - d. Ground Lease Term
 - e. Renewal Options
 - f. Ground Lease Rent
 - g. Reimbursement Structure
 - h. Ownership Building Reversion
 - i. Right of First Refusal
4. Construction
- a. Developer Responsibility (Turn-Key)
 - b. Pre-Development and Development Agreement
 - c. Development / Overhead Fee (% of Total Cost)
 - d. Architectural / Space Planning
 - e. General Contractor
 - f. General Contractor Contract (GMP, not to exceed)
 - g. Construction Method (Open Book)
 - h. Value Engineering Savings
 - i. Cost Overruns / Change Orders
 - j. Completion Guaranty
 - k. Completion date
 - l. Administration Cost
 - m. Financial Construction Documents
 - n. Total Cost Budget
 - o. Total Cost Definition
 - p. Pre-Development Costs and Third-Party Fees

8.1 **Key Financial Components**

1. Provide Proposed Amortization Schedule of Principal and Interest Schedule by Year for the Full Term
2. Provide Preliminary Estimated Construction Cash Flow Statement by Year for the Planning and Construction Periods
3. Provide UKHC Annual Expense Structure inclusive of all components of the lease, escalators, principal, interest, TI amortization, Fees, and any other applicable expenses.

See illustrative example:

Year	Principal	Interest	Fees	...	Total

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.

EXACTION NOTES

LOTS 1-16 (2550 WINCHESTER ROAD)

THE TOTAL EXACTION FOR LOT 1 IS \$4,778,731.65 CALCULATED AT 44.19 NET ACRES MINUS 2.08 NET ACRES WITHIN THE COMMERCE AVENUE AND PARAMOUNT DRIVE RIGHT-OF-WAY AS PROPOSED BY PLN-MJDP-22-00055 FOR A TOTAL OF 42.11 GROSS ACRES X \$113,482.11 PER ACRE FOR THE ED ZONED LAND IN EXPANSION AREA 2A. OUT OF THE TOTAL EXACTION DUE ABOVE, THE EXACTION FOR SANITARY CAPACITY AND TRANSMISSION IS \$808,645.91 AND NON-SEWER EXACTION IS \$3,970,085.74 TO TOTAL THE AMOUNT LISTED ABOVE. SEE REVISED ARTICLE 23C OF THE ZONING ORDINANCE FOR TIMING OF PAYMENTS OR USE OF CREDITS, AS CALCULATED ON JUNE 5, 2022.

LOT 17 (2400 COWGILL WAY)

THE TOTAL EXACTION FOR LOT 2 IS \$4,928,528.04 CALCULATED AT 41.35 NET ACRES PLUS 2.08 NET ACRES WITHIN THE COMMERCE AVENUE AND PARAMOUNT DRIVE RIGHT-OF-WAY AS PROPOSED BY PLN-MJDP-22-00055 FOR A TOTAL OF 43.43 GROSS ACRES X \$113,482.11 PER ACRE FOR THE ED ZONED LAND IN EXPANSION AREA 2A. OUT OF THE TOTAL EXACTION DUE ABOVE, THE EXACTION FOR SANITARY CAPACITY AND TRANSMISSION IS \$833,994.11 AND NON-SEWER EXACTION IS \$4,094,533.93 TO TOTAL THE AMOUNT LISTED ABOVE. SEE REVISED ARTICLE 23C OF THE ZONING ORDINANCE FOR TIMING OF PAYMENTS OR USE OF CREDITS, AS CALCULATED ON JUNE 5, 2022.

Commonwealth of Kentucky, Department of Highway
(Deed Book 493, Page 395)

2280 HUME RD.
NORTH LEXINGTON CHURCH OF CHRIST INC.
D.B. 2317, PG. 406
P.C. L, SLIDE 164
ZONE: EAR-1

2525 WINCHESTER RD.
KENTUCKY UTILITIES COMPANY
D.B. 3101, PG. 213
11.844 AC.
ZONE: R-1A

2575 WINCHESTER RD.
MILDRED LOUISE MILLER
D.B. 589, PG. 271
10 AC.
ZONE: R-1A

2589 WINCHESTER RD.
LFCUG
P.C. N, SLIDE 558
10 AC.
ZONE: A-R

APPROXIMATE LOCATION OF 36' ACCESS EASEMENT TO 10' CONSTRUCTION EASEMENT ON LOT 17 (SEE REFERENCE NOTE 12)

REMOVE EXISTING ENTRANCE
CONSTRUCT NEW ENTRANCE

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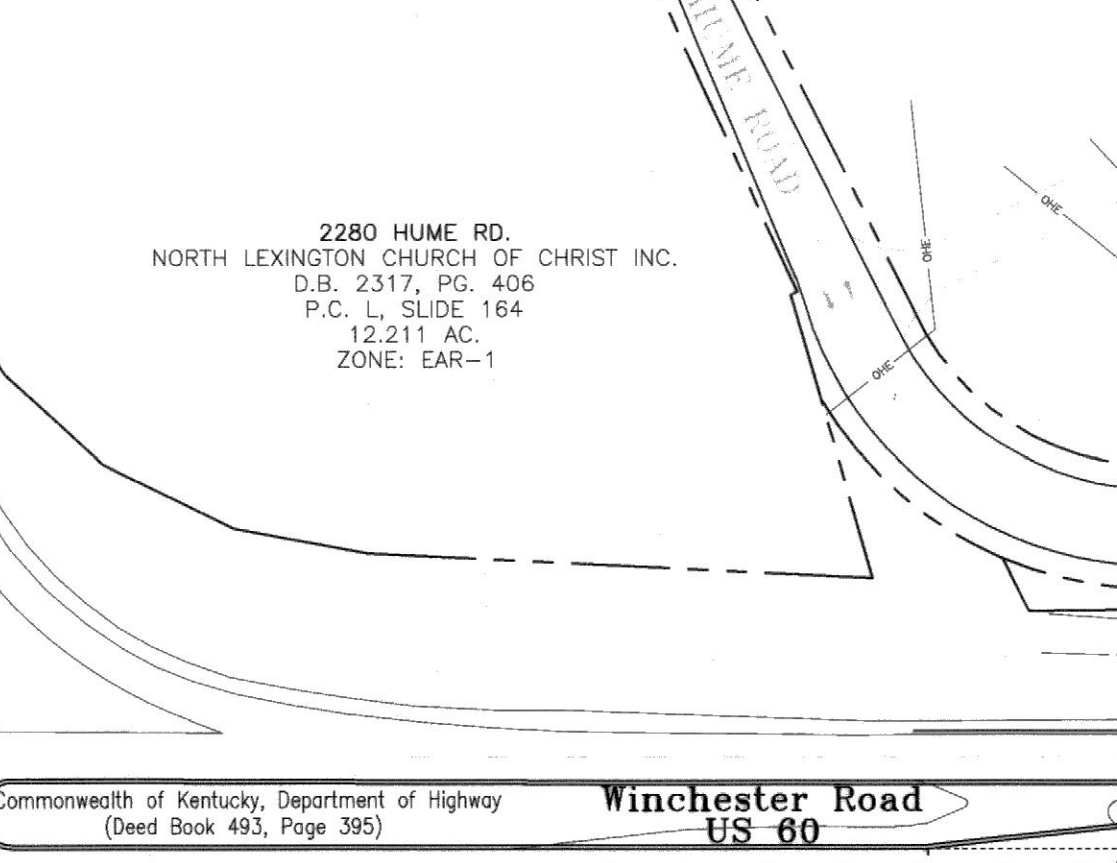
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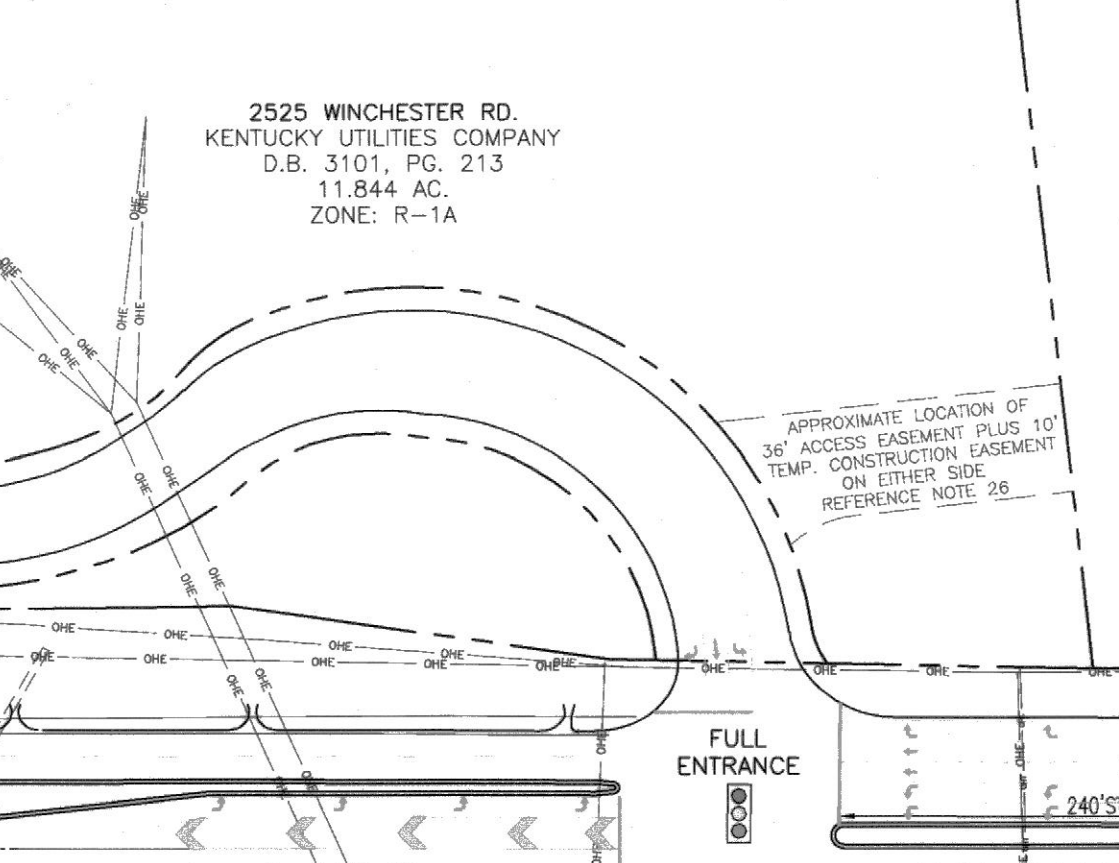
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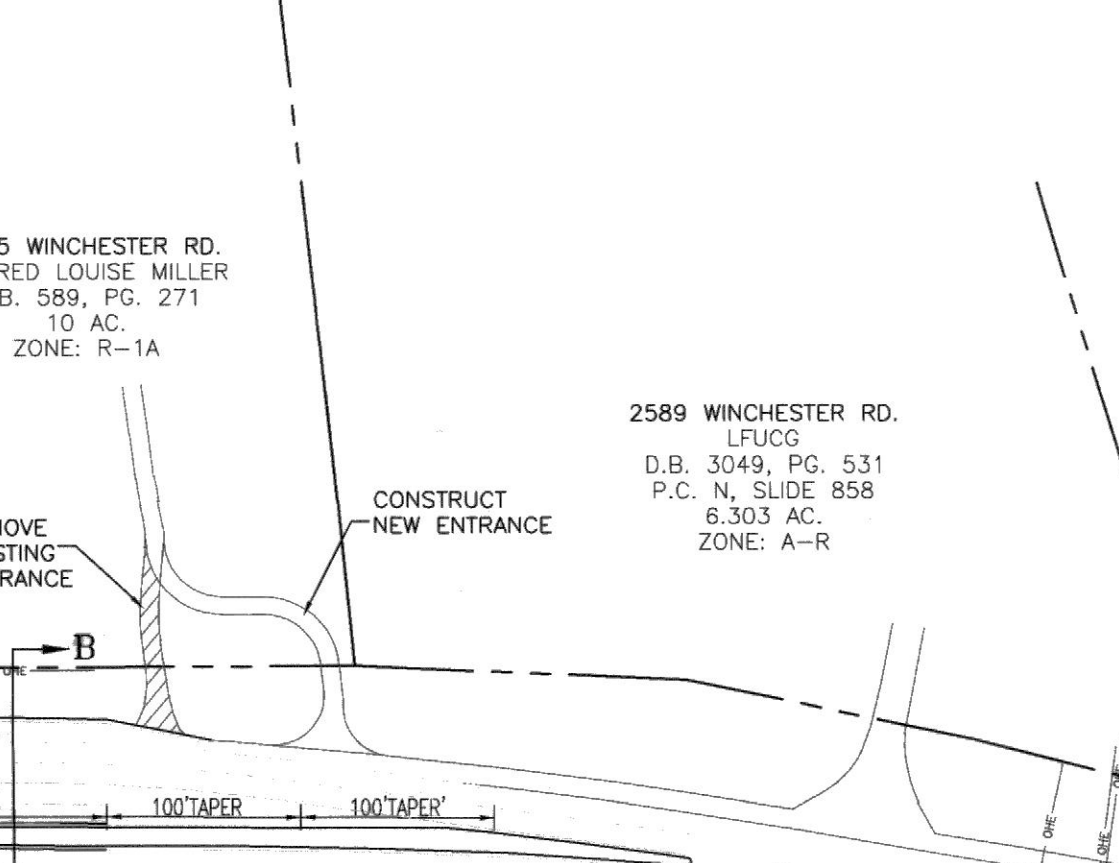
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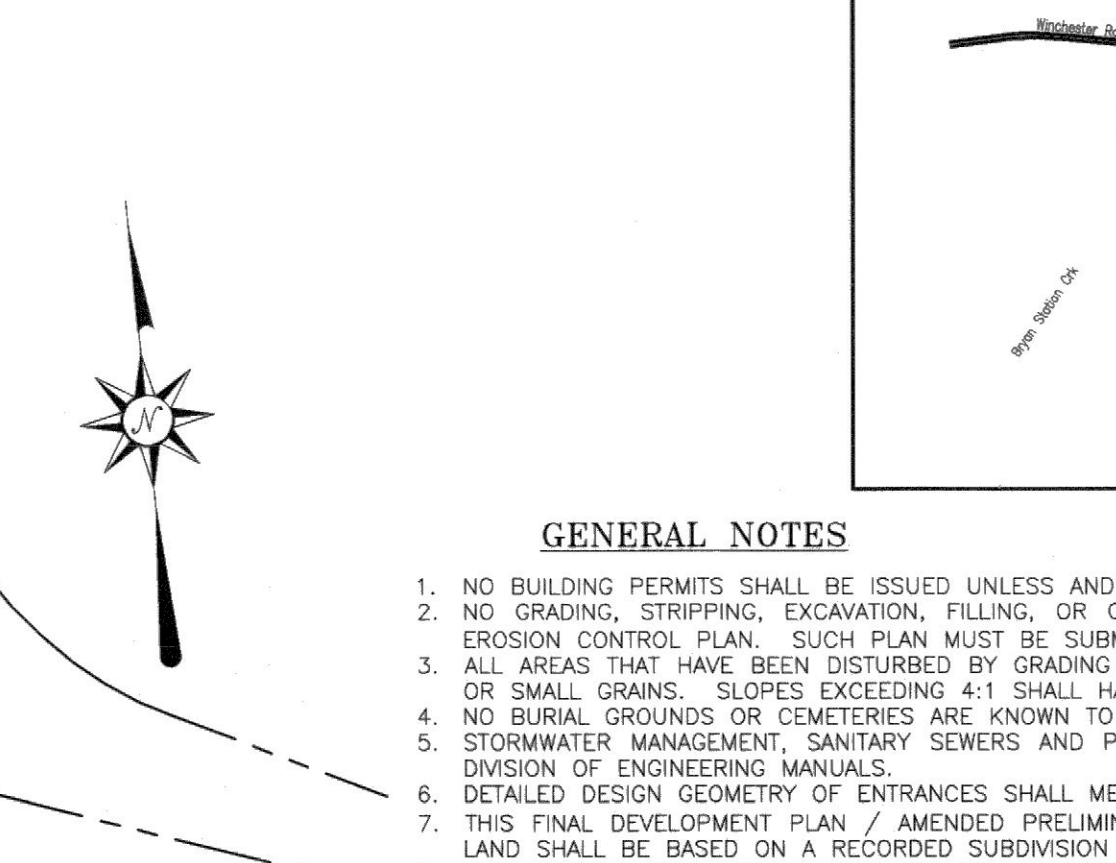
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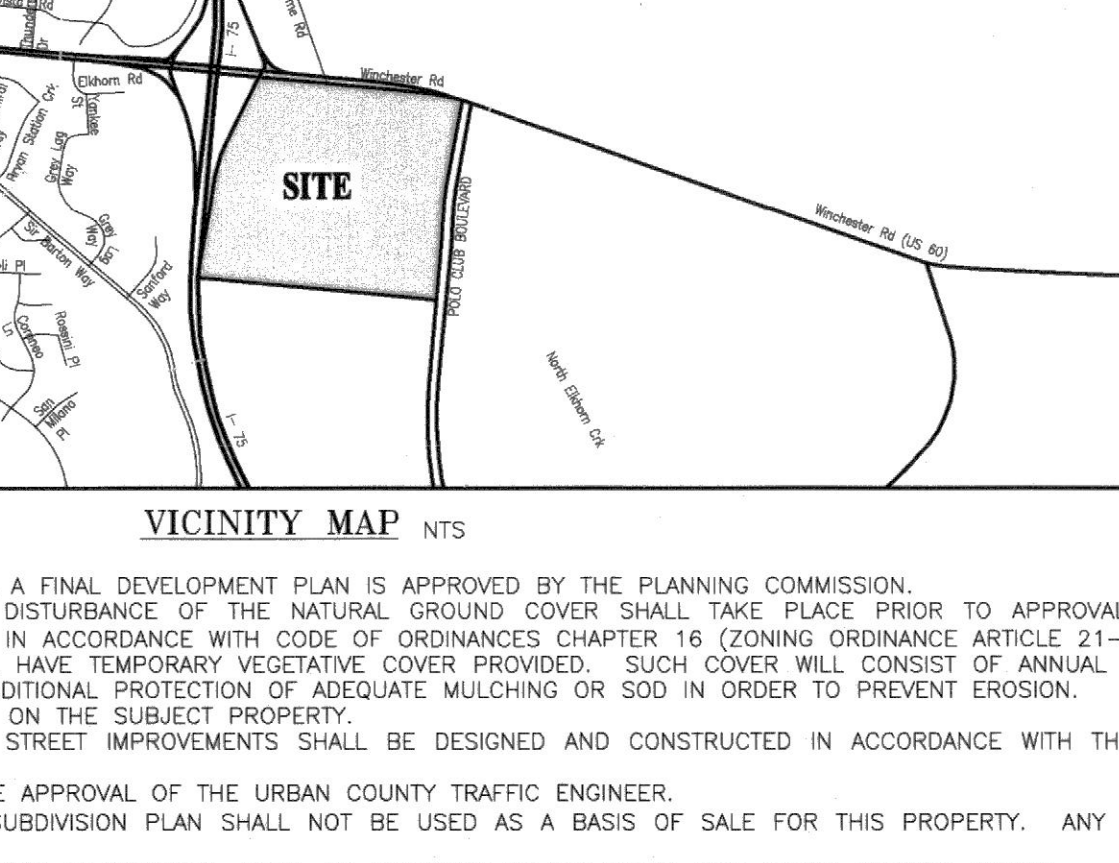
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