INVITATION FOR BID

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

INVITATION NO.: K-0891-18
Issue Date: 01/11/2018
Title: Sale of Commonwealth Village Apartments
Contracting Officer: Naomi Emmons
Phone: 859-257-1555

RETURN ONE ORIGINAL COPY AND ONE CD OF BID TO:
UNIVERSITY OF KENTUCKY
PURCHASING DIVISION BID DESK,
BID # K-0891-18, BID DATE 2-9-2018
322 PETERSON SERVICE BLDG.
411 South Limestone
LEXINGTON, KY 40506-0005

IMPORTANT: BIDS MUST BE RECEIVED BY 02/09/2018 @ 3:00 P.M. LEXINGTON, KY TIME

The University’s General Terms and Conditions and Instructions to Bidders, viewable at www.uky.edu/Purchasing/terms.htm, apply to this Invitation for Bid. When the Invitation for Bid 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 Invitation for Bid.

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 Kentucky Revised Statutes (KRS) 523.040:

1. That I am the bidder (if the bidder is an individual), a partner, (if the bidder is a partnership), or an officer or employee of the bidding corporation having authority to sign on its behalf (if the bidder is a corporation);
2. That the attached bid has been arrived at by the bidder independently and has been submitted without collusion with, and without any agreement, understanding or planned common course of action with, any other vendor of materials, supplies, equipment or services described in the Invitation for Bids, designed to limit independent bidding or competition;
3. That the contents of the bid or bids have not been communicated by the bidder or its employees or agents to any person not an employee or agent of the bidder or its surety on any bond furnished with the bid or bids and will not be communicated to any such person prior to the official opening of the bid or bids:
4. That the bidder is legally entitled to enter into contracts with the University of Kentucky and is not in violation of any prohibited conflict of interest, including those prohibited by the provisions of KRS 164.390, 45A.330 to 45A.340.
5. That the Bidders, and its affiliates, are duly registered with the Kentucky Department of Revenue to collect and remit the sales 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.

COLLUSION PROHIBITED

Any agreement or collusion among bidders or prospective bidders which restrains, tends to restrain, or is reasonably calculated to restrain competition by agreement to bid at a fixed price or to refrain from bidding, or otherwise, is prohibited, in accordance with KRS 45A.325.

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 bid on this invitation, agrees as required by KRS 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 these 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.

ALL BIDS ARE TO BE "F.O.B. DESTINATION – FREIGHT PREPAID AND ALLOWED"

DELIVERY AFTER RECEIPT OF ORDER:

NAME OF COMPANY:
PHONE:
ADDRESS:
FAX:
E-MAIL:
WEB ADDRESS:
SIGNATURE:
DATE:

SIGNATURE REQUIRED: This bid cannot be considered valid unless signed and dated by an authorized agent of the bidder.

Type or print the information requested in the spaces provided.

Revised August 6, 2013
UNIVERSITY OF KENTUCKY 
INSTRUCTIONS TO BIDDERS

All University of Kentucky (University) bid solicitations are made upon and subject to the following conditions:

1 Preparation of Bids

1.1 All solicitations are subject to the provisions and requirements of any applicable Kentucky Revised Statutes, including the Kentucky Model Procurement Code, and the rules, regulations and policies of the University including the University’s General Terms and Conditions.

1.2 Bidders are expected to examine the complete bid and all attachments including drawings, specifications and instructions. Failure to do so is at bidder’s risk.

1.3 Bidders shall furnish information required by the solicitation in the form requested. The University reserves the right to reject bids with incomplete information or which are presented on a different form.

1.4 All bids must be legible. A legally authorized company representative shall sign all bids in the appropriate location. Erasures or other changes must be initialed by the person signing the bid. Signature on a bid certifies that the bidder has read and fully understands all bid specifications and bidder agrees to all terms and conditions stipulated in the Invitation For Bids (IFB).

1.5 Bid prices shall be entered in spaces provided on the bid form. All unit prices and mathematical extensions and totals shall be indicated where required. In cases of errors in extensions or totals the unit price will govern.

1.6 Should any potential bidder doubt the true meaning of any part of the solicitation, a written request for an interpretation may be submitted to the University. Requests for such interpretation shall be made in writing to the appropriate Contracting Officer identified in the solicitation. Every interpretation made shall be in the form of an “addendum” to the solicitation sent as promptly as is practicable to all prospective bidders to whom the solicitation has been issued. Failure by the University to send or any potential bidder to receive such interpretation(s) shall not relieve any bidder from any obligations under the bid solicitation or the bidder’s response. Any interpretations, corrections or changes to the solicitation made in any other manner, including oral explanations and instructions, are not binding upon the University.

1.7 Bidders or potential bidders are required to coordinate all discussions concerning solicitations through the appropriate Contracting Officer or other purchasing official within the University’s Purchasing Division (Purchasing Division). Bidders or potential bidders are not authorized to communicate with any University administrator, faculty, staff, or Board of Trustees member concerning this solicitation. Failure to comply with this requirement is grounds for the bidder’s disqualification.

1.8 Unless otherwise stipulated in a bidder’s response, the bidder’s offer is in strict accordance with the University’s specifications and terms and conditions of the IFB. Any deviations must be fully itemized in detail. Any deviations from the requirements of this solicitation are at bidder’s risk and the University may determine the bid to be non-responsive.

2 Submission of Bids

2.1 Bids, and modifications thereof, shall be returned in a sealed envelope and submitted in such a manner as to ensure their arrival in the Purchasing Division before the due date and time set forth in the solicitation. The time shown on the recording clock in the Purchasing Division is the official time. Unless otherwise indicated in the solicitation no oral, facsimile, e-mail or telephone bids will be accepted.

2.2 Bids may be modified or withdrawn in writing or in person by an authorized representative if done so prior to the exact time and date for receipt of the bids. Telephone and facsimile modifications or withdrawals are not permitted. Withdrawn bids may be resubmitted, with or without modifications, up to the solicitation due date and time. No bids may be withdrawn after the due date and time without the express authorization of the Purchasing Division.
2.3 Bids received after the designated time and date in the solicitation will not be considered. Bids will or will not be publicly opened and read in accordance with the IFB.

2.4 Bidders shall show the bid due date and time, the solicitation number, and the name and address of the bidder on the face of the bid envelope.

2.5 All bids will be considered firm for a period of forty-five (45) calendar days from the bid opening date.
UNIVERSITY OF KENTUCKY
INVITATION FOR BID
SPECIAL CONDITIONS

FOR SALE

PROPERTY LOCATED AT 1435 NICHOLASVILLE ROAD, LEXINGTON, KY 40503 (COMMONWEALTH VILLAGE APARTMENTS) OWNED BY THE UNIVERSITY OF KENTUCKY

In accordance with Kentucky laws applicable to the sale or disposition of real property, the University of Kentucky (University) is soliciting bids for the sale of real property located at 1435 Nicholasville Road, Lexington, KY. The University desires to sell the property in its entirety.

The subject property consists of two apartment buildings, vacated in September 2017, containing a total of 121 units of which 54 are one-bedroom and 67 are efficiencies situated on 3.24 +/- acres of land. See Attachment A. The described tract of land is located in the Aylesford neighborhood and is zoned R-4 High Density Apartment. The Deed is recorded in book 1149, page 825 in the Fayette County Court Clerk’s office Lexington, KY.

TERMS AND CONDITIONS

1. Bid Submittal

   Bids must be received by the University of Kentucky Purchasing Division no later than 3:00 p.m. Lexington, KY time on February 9, 2018.

   The face of the envelope containing the bid must be addressed to:

   University of Kentucky Naomi Emmons
   Purchasing Division
   Room 322 Peterson Service Building
   Bid Number: K-0891-18
   Lexington, KY 40506-0005

2. Bid Form

   a. All bids must be submitted on the Bid Proposal Form contained in this Invitation for Bid (IFB). The bid must include Page 1 of this IFB, executed on behalf of the bidder, and the signed Bid Proposal Form.

   b. A single non-conditional lump sum bid must be submitted for the property. No bid contingencies shall be permitted (e.g. financing, inspections). The terms of purchase are strictly cash only upon closing.

3. Bid Deposit and Performance Guarantee

   a. A certified check made payable to the University of Kentucky in the amount of one (1%) percent of the bid price must accompany each bid as a good faith deposit. To guarantee performance, the successful bidder must provide, within fourteen (14) days after the bid
opening date, an Irrevocable Letter of Credit in the amount of twenty (20%) percent of the bid price, in favor of the University. The Irrevocable Letter of Credit must be from a generally recognized lending institution (member FDIC) acceptable in form and content to the University’s Office of Legal Counsel. Upon receipt and approval of the Irrevocable Letter of Credit, the one (1%) percent good faith deposit made payable to the University will be immediately refunded. Failure to close in accordance with the sales contract will authorize the University to exercise its rights under the Irrevocable Letter of Credit and draw against the account of the bidder in an amount equal to twenty (20%) percent of the bid price.

b. Checks from unsuccessful bidders will be returned the following business day after the bid opening. Checks may be picked up in the Office of the Purchasing Director, Room 322 Peterson Service Building, between the hours of 8:00 a.m. and 5:00 p.m. Checks not picked up within seven (7) days will be returned by mail. Proper identification must be made when picking up checks and a receipt must be signed.

4. Requirements of the Sale

a. The property is offered for sale and will be sold “as is and where is” without representation, warranty, or guarantee or that the property is in condition or fit to be used for the purpose intended. Bidders are responsible to verify that any information contained in this IFB is to be relied upon and essentially correct.

b. By submitting a bid, the bidder represents and warrants the bidder is prepared to carry out the terms of the bid if accepted by the University, the bidder has made its own investigation of the property as to location, value, zoning and other conditions, and the bidder is making such bid based upon its own findings and not on any representations made by the University.

5. Withdrawal of Bid

Bids may be withdrawn prior to the date and time set for opening of the bids. Bid withdrawals must be in person only. Proper identification and authorization to withdraw the bid must be presented and accepted prior to the return of any bid.

6. Term of Acceptance

The successful bidder must not limit the time of acceptance of the bid to less than ninety (90) days. This IFB, the successful bidders Bid Form, and the University’s written acceptance shall constitute the sale and purchase contract documents.

7. Acceptance of Bid

The University intends to accept the responsive and responsible bidder with the highest cash offer. However, pursuant to KRS 164A.575(7), the selling price “shall not be less than the appraised value.” Further, the accepted bid shall be subject to approval by the Secretary of the Finance and Administration Cabinet for the Commonwealth of Kentucky and all other applicable Kentucky statutes.

The University reserves the right to accept the next highest bid without further bidding procedures if the highest responsive and responsible bidder fails to close the transaction pursuant to the sales contract.

8. Rejection of Bids and Waiver of Informalities and Irregularities

The University reserves the right to accept or reject any and all bids. At its discretion, the University may waive any informality or irregularity and accept any bid it deems to be in the
University’s best interest. The University may request any bidder to supply additional information in order to determine the best bid.

9. Late Bids

Bids received in the office of the Purchasing Division after 3:00 p.m. Lexington, KY time on February 9, 2018 will not be considered.

10. Bid Opening

Bids will be opened publicly in Room 379 of the Peterson Service Building on February 9, 2018, at 3:00 p.m. Lexington, KY time. All bids must be turned in at Room 322 Peterson Service Building.

11. Required Submittals

The bidder must include the following information with the bid:

a. Names and addresses of the individual owners, partners or officers of the firm or corporation who will take title to the property.

b. A certified check for one (1%) percent of the bid, made payable to the University.

12. Broker’s Commission

The University will allow the use of duly licensed real estate brokers in the purchase of this property. Payment of commissions or broker’s fees is the responsibility of the bidder.

13. Surveys

The property may be surveyed at any time by perspective bidders at the bidder’s expense.

14. Taxes

The successful bidder shall be responsible for any taxes assessed following closing.

15. Possession of Land, Access for Planning

It is the intent of the University to give possession with the deed.

In accepting a bid for sale of this property, the University pledges its willingness to work with the bidder and to provide reasonable access to the property to allow the bidder to evaluate suitability of utilities, to conduct site engineering studies, and to begin site development planning.

16. Final Closing

Final closing must be within thirty (30) days from the date the bidder has been notified that all necessary approvals for acceptance of the bid have been obtained.

17. Conveyance of Land Title

At the time of closing and upon payment of the purchase price in full, the University will deliver a Special Warranty deed. In addition, the property will be sold in its “as is” condition.
18. **Title to Land**

1435 Nicholasville Road, Lexington, KY is owned in fee simple by the Commonwealth of Kentucky for the use and benefit of the University of Kentucky. If title insurance is deemed necessary, the purchaser shall be responsible for any costs involved.

19. **Questions**

All questions or other communication concerning this Invitation for Bid should be addressed to:

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

20. **Environmental Study**

The University is conducting an environmental assessment of the property. Copies of the report can be made available to bidders once it is completed by contacting the Director of Purchasing.

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

21. **Site Visit**

A site visit will be held at 1435 Nicholasville Road, (Commonwealth Village Apartments) Lexington, Kentucky on Thursday, January 18, 2018 at 9:00 a.m. to allow prospective bidders an opportunity to see the property.

The following items should be noted in reference to the site visit:

- Attendance at the site visit is optional.

Bidders may choose to conduct engineering or further environmental studies; however, all work must be coordinated through the Associate Director of Purchasing. Bidders will be required to sign a release to conduct additional investigations of the site.
BID PROPOSAL FORM

FOR THE SALE OF PROPERTY LOCATED AT
1435 NICHOLASVILLE ROAD, LEXINGTON, KY
(COMMONWEALTH VILLAGE APARTMENTS)

UNIVERSITY OF KENTUCKY
INVITATION FOR BID NO. K-0891-18

$_______________________________ *

* This total must be the net amount payable to the University and shall EXCLUDE any and all commissions or fees which shall be paid by bidder.

SIGNATURE:  ____________________________________________________________

SIGNER’S NAME:  __________________________________________________________

COMPANY:  ______________________________________________________________

DATE:  _________________________________________________________________