# INVITATION FOR BID

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

<table>
<thead>
<tr>
<th>INVITATION NO.:</th>
<th>K-0907-20</th>
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<tbody>
<tr>
<td>Issue Date:</td>
<td>5/3/19</td>
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<tr>
<td>Title:</td>
<td>Sale of Crisp Building, Paducah, KY</td>
</tr>
<tr>
<td>Contracting Officer:</td>
<td>Rebecca Purcell</td>
</tr>
<tr>
<td>Phone/Email:</td>
<td>859-257-5479/rpurcell@uky.edu</td>
</tr>
</tbody>
</table>

**RETURN ONE ORIGINAL COPY AND ONE CD OF BID TO:**
UNIVERSITY OF KENTUCKY
PURCHASING DIVISION BID DESK,
BID # K-0907-20, BID DATE 7/9/19
322 PETERSON SERVICE BLDG.
411 South Limestone
LEXINGTON, KY 40506-0005

**Issue Date:** 5/3/19

**Title:** Sale of Crisp Building, Paducah, KY

**Contracting Officer:** Rebecca Purcell

**Phone/Email:** 859-257-5479/rpurcell@uky.edu

**IMPORTANT:** BIDS MUST BE RECEIVED BY 7/9/19 @ 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](http://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](http://www.uky.edu/Purchasing/ccphome.htm), apply to the Invitation for Bid.

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**AUTHENTICATION OF BID AND STATEMENT OF NON-COLLABORATION 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.

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**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.

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**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 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.

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**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.

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**ALL BIDS ARE TO BE “F.O.B. DESTINATION – FREIGHT PREPAID AND ALLOWED”**

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**THIS AREA MUST BE COMPLETED**

<table>
<thead>
<tr>
<th>DELIVERY AFTER RECEIPT OF ORDER:</th>
<th>NAME OF COMPANY:</th>
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<tbody>
<tr>
<td>FEDERAL EMPLOYER ID NO.:</td>
<td>ADDRESS:</td>
</tr>
<tr>
<td>PAYMENT TERMS:</td>
<td>ADDRESS:</td>
</tr>
<tr>
<td>SHIPPING TERMS: F.O.B. DESTINATION – FREIGHT PREPAID AND ALLOWED</td>
<td>CITY, STATE &amp; ZIP CODE:</td>
</tr>
<tr>
<td>DUNS #</td>
<td>SIGNATURE:</td>
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</table>

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 January 5, 2017
UNIVERSITY OF KENTUCKY
INSTRUCTIONS TO BIDDERS

All University of Kentucky 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 of Kentucky including the University of Kentucky’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 of Kentucky 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 Invitation For Bids. 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 University of Kentucky 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 University of Kentucky 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 Invitation For Bids.

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.

3 Specification Requirements

3.1 Unless otherwise specified in the solicitation, all items bid are to be new, unused, and not remanufactured in
any way.

3.2 Whenever a trade name, brand name, or model and catalog numbers followed by the words “or equal” or
“approved equal” are used in the bid invitation it is for the purpose of item identification and to establish
standards of quality, style, and features. Bids on equivalent items, substantially the same, are invited.
However, to receive consideration, sufficient descriptive literature and/or specifications to clearly identify the
item and provide for competitive evaluation must accompany the bid. The University will be the sole judge of
quality and suitability. If bidder does not identify exceptions to the specifications shown in the IFB, bidder
will be required to furnish the brand name(s), models, numbers, etc. specified in the IFB.

3.3 Unless stated otherwise in the solicitation, alternate bids will be considered. Alternate bids may be made in
addition to responding to the solicitation or as the only response to the solicitation. However, the University is
under no obligation to consider or accept an alternate bid and it reserves the right to reject any and all such
bids.

3.4 The University reserves the right to request samples of any or all items bid in order to determine compliance
with the specifications. The bidder must provide the samples within ten (10) days of the request and at no
charge to the University. Samples are non-returnable. Failure to comply may be cause for rejection of the bid.

3.5 Bidders shall clearly delineate any deviations or exceptions from the bid specifications.

3.6 Except as otherwise provided in the solicitation, all bid prices must be firm. Prices subject to qualifications,
such as escalation or other variables, may be rejected as non-responsive.

3.7 Unless otherwise stipulated in the solicitation, all quantities are estimates and do not represent a minimum
guarantee. The University is obligated to purchase only those quantities needed during the term of the contract
and it reserves the right to purchase more or less than the estimated quantities. The University is obligated
only for those quantities ordered.

3.8 Proposed delivery dates shall be stated in number of calendar days after receipt of order.

3.9 All offers shall be F.O.B. destination, freight prepaid and allowed.

4 Bid Evaluation and Award

4.1 Bids will be evaluated and the award made to the lowest responsive, responsible bidder who offers the best
value to the University and meets the terms, conditions and specifications of the Invitation For Bids.

4.2 The term “Responsible Bidder” means a person, company, or corporation who 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 a Bidder 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; and adversarial relationship between the Bidder and the University that is so serious
and compelling that it may negatively impact the work performed under this Invitation for Bid; or any other
cause determined to be so serious and compelling as to affect the responsibility of the Bidder.

4.3 The University reserves the right to accept or reject any and all bids or part of a bid and waive informalities,
technical defects and minor irregularities in the bids received. Further, the University reserves the right to
make a single award, split awards, make multiple awards or no award whichever is in the best interest of the University.

4.4 Unless stated otherwise in the solicitation, the University reserves the right to award the contract to the lowest aggregate bidder for all items, on an item by item basis, or a group of like items whichever is found to be in the best interest of the University. The University will consider bids submitted on an “all or nothing” basis if the bid is clearly designated as such.

4.5 In accordance with KRS 45A.494, a resident bidder of the Commonwealth of Kentucky shall be given a preference against a nonresident bidder. In evaluating proposals, the University will apply a reciprocal preference against a bidder submitting a proposal from a state that grants residency preference equal to the preference given by the state of the nonresident bidder. Resident bidder and nonresident bidder shall be defined in accordance with KRS 45A.494(2) and 45A.494(3), respectively. Any Respondent claiming Kentucky residency status shall submit with its proposal a notarized affidavit affirming that it meets the criteria as set for in the above referenced statute.

4.6 The University shall issue a price contract or purchase order as its notification of award to the successful bidder(s). Until such date a price contract or purchase order is issued, nothing shall be construed to constitute a binding agreement between the University and the bidder.

5 Payment and Taxes

5.1 The successful bidder shall be paid, at the prices stipulated, for items or services delivered and accepted, upon the submission of proper invoices to the billing address shown on the purchase order. The University’s standard payment terms are net 30 days after acceptance.

5.2 Bidders may offer prompt payment discounts. The University will not consider any prompt payment discounts in determining the bid award.

5.3 The University utilizes a procurement card program as the preferred method of payment. The University assumes that all successful bidders will accept the University’s procurement card as a method of payment unless a specific exception is stated in the bidder’s response to the IFB. No additional charges may be added for acceptance of the procurement card.

5.4 The University is tax exempt from the provisions of the Kentucky Sales and/or Use Tax (Tax Exemption # A00276) on materials and equipment under this solicitation. The University is also entitled to exemption from the Federal Excise Tax. All bidders shall take this into consideration when submitting their bid. Exemption certificates will be furnished upon request. Bidders are informed that material purchased by the contractor for the performance of this contract for the University are not exempt from the provisions of the Kentucky Sales and/or Use Tax. All adjustments and allowances for the current sales and/or use tax shall be included in the bid price.

6. 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.
SCOPE

This Invitation for Bids is to accept bids for the sale of the Crisp Building in Paducah Kentucky for the University of Kentucky, Lexington, Kentucky.

TERMS AND CONDITIONS

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

RESTRICTIONS ON COMMUNICATIONS WITH UNIVERSITY STAFF

From the issue date of this IFB until a Contractor is selected and a contract award is made, Bidders are not allowed to communicate about the subject of the IFB with any University administrator faculty, staff, or members of the Board of Trustees except:

- The Purchasing Office representative, any University Purchasing Official representing the University administration, or others authorized in writing by the Purchasing Office and
- University Representatives during Bidders presentations.

If violation of this provision occurs, the University reserves the right to reject the Bidder’s proposal.

INVITATION SUBMISSION AND DEADLINE

The University of Kentucky accepts deliveries of IFB’s Monday through Friday from 8:00 am – 5:00 pm Lexington Kentucky time. However, IFB’s must be received by 3:00 pm Lexington Kentucky time on the date specified on the IFB in order to be considered.

NOTE: Bidders are requested to include a CD with their bid response in addition to the printed hard copy of the bid.

PROPOSAL FORM

Property located at 3000 Irvin Cobb Drive, Paducah, KY 42003 (Crisp Building former site of The Murray State University Challenger Learning Center and prior to that, the Pepsi Cola Bottling Company) owned by the University of Kentucky.

In accordance with Kentucky laws applicable to the sale or disposition of real property, the University of Kentucky (the University) is soliciting bids for the sale of real property located at 3000 Irvin Cobb Drive, located in Paducah, Ky. The University desires to sell the property in its entirety.

The property consists of approximately seven (7) acres of real estate located in the Tyler Park Urban Renewal Project in the City of Paducah, Kentucky. The property is bounded to the east by Bethel Street and to the north by Irvin Cobb Drive. The McCracken County Property Valuation Administrator currently identifies the subject property as a portion of Map #120-23-00-043 and 42.01

This property was appraised on August 8, 2018 by Trifecta Real Estate Services for Five Hundred Eighty Five Thousand Dollars ($585,000) see Attachment A. There was also a Boundary Survey done, See Attachment B.

LEGAL DESCRIPTION

Parcel No. 1 - Commencing at the point of intersection of the northerly right-of-way line of Irvin Cobb Drive and the easterly right-of-way line of Bethel Street; thence along said easterly right-of-way line of Bethel Street, 30 feet from and parallel to the center line thereof, N. 34°-18'-38" E., 628.25 feet to a ½" rebar located at the northwest corner of Tract No. 3 of the Tyler Park Urban Renewal Project (Ky. R-15) as shown by a plat of said Tract recorded on plat book “G”, page 342 in the McCracken County Court Clerk’s Office; thence along the northerly line of said Tract No. 3, S. 55°-41'00" E., 404.88 feet to a ½" rebar located at the northeast corner of said Tract No. 3, and said ½" rebar being the true point of beginning of the property herein described; thence along the easterly line of said Tract No. 3, S. 16°-43'-10" W., 115.40 feet to a ½" rebar; thence on a new line, N. 55°-41'-00" W., 86.39 feet to a ½" rebar; thence on a new line, N. 34°-19'-00" E. 110.00 feet to a ½" rebar located on the northerly line of said Tract No. 3; thence S. 55°-41'-00" E., 51.50 feet to the point of beginning, containing 7,584 square feet or 0.174 acre.

Parcel No. 2 - Beginning where the easterly right-of-way line of Bethel Street intersects the northerly right-of-way line of Irvin Cobb Drive, said right-of-ways being located 30 feet and 42.75 feet, respectively, from and parallel with the center lines of the aforesaid street and Drive, said beginning point also being the southwesterly corner of Tract No. 21 of the Tyler Park Urban Renewal Project (KY. R-15) as shown by plat of record in plat section “G”, page 134 of the McCracken County Court Clerk’s office; thence N. 34°-18'-38" E. along and with the easterly right-of-way line of said Bethel Street, 30 feet east of the center line thereof, 398.25 feet to the northwesterly corner of said Tract No. 21, the same being the southwesterly corner of Tract No. 3 of said Urban Renewal Project, said Tract No. 3 being shown by plat of record in plat section “G”, page 342 of the aforesaid Clerk’s office; thence continuing along and with said easterly right-of-way line, N. 34°-18'38" E. a distance of 230.00 feet to a ½" steel rod found at the northwesterly corner of said Tract No. 3, the same being the southwesterly corner of Tract No. 2 of the aforesaid Urban Renewal Project; thence S. 55°-41'-00" E. along and with the southerly line of the aforesaid Tract No. 2, a distance of 353.38 feet to a ½" steel rod situated at the northwesterly corner of Parcel No. 1 as shown by plat of record in plat section “J”, page 1483 of the aforesaid Clerk’s office; thence S. 34°-19'-00" W. along and with the westerly line of said Parcel No. 1, a distance of 110.00 feet to a ½" steel rod at the southeasterly corner of said Parcel on the easterly line of the aforesaid
Tract No. 3; thence S. 16°-43'-10" W. along said easterly line, 125.89 feet to a ½” steel rod located at the southeasterly corner of said Tract No. 3 or the northeasterly corner of Tract No. 22 as shown by the aforesaid plat of record in plat section “g”, page 134, said steel rod being located S. 55°-41'-00” E. a distance of 27.80 feet from a 4” x 4” concrete monument found at the northwesterly corner of the aforesaid Tract No. 22 or the northeasterly corner of the aforesaid Tract No. 21; thence S. 16°-43'-10” W. continuing along and with the easterly line of the aforesaid Tract No. 22, a distance of 418.83 feet to the northerly right-of-way line of the aforesaid Irvin Cobb Drive at the southeastern corner of said tract No.22; thence N. 55°-08'-40” W. along and with said right-of-way line 104.09 feet; thence N. 55°-41'00” W. continuing with said northerly right-of-way line 50.30 feet to the southwesterly corner of the aforesaid tract No. 22 or the southeasterly corner of the aforesaid Tract No. 21; thence continuing along and with said right-of-way line and the southerly line of said Tract No. 21, N. 55°-41'-00” W. a distance of 450.00 feet to the point and place of beginning, containing 309,403 square feet or 7.102 acres.

Also, a 20 foot wide easement for ingress and egress, 10 feet on either side of center line, with the center line of said easement more particularly described as follows: Beginning at a point located on the northerly right-of-way line of Irvin Cobb Drive and located S. 55°-41'-00” E., 309.35 feet from the intersection of the northerly right-of-way line of Irvin Cobb Drive and the easterly right-of-way-line of Bethel Street; thence N.34°- 27'-59” E., 338.98 feet; thence N. 53°-07'-05” E., 102.62 feet; thence N. 34°-19’,-00” E., 82.12 feet to a point located N. 55°-41’-00” W., 10.00 feet from the southwest corner of the above described Parcel No. 1; thence continuing on the same line, 10 feet from and parallel to the westerly line of said Parcel No. 1, N. 34°-19’-00” E., 70.00 feet to the end of this easement, with the easement containing a total area of 11,875 feet or 0.273 acre.

Bearings on the above descriptions are based upon bearings shown on plat of Tyler Park Urban Renewal Project (Ky. R-15).

Both parcels being the same property as shown on a plat filed in Plat Book J, Page 1483 in the office of the McCracken County Court Clerk.

Being the same property conveyed to the Commonwealth of Kentucky, for the use and benefit of the University of Kentucky, by the Marion Pepsi-Cola Bottling Company, Inc., a Missouri corporation, by deed dated December 16, 1993, and of record in Deed Book 803, Page 562, in the McCracken County Clerk’s Office.

Said Tract II being part of the same property conveyed to the Commonwealth of Kentucky, for the use and benefit of the Kentucky Community and Technical College System (KCTCS), from the Commonwealth of Kentucky, for the use and benefit of the University of Kentucky, by Deed dated March 30, 2009, and of record in Deed Book 1169, page 592, in the McCracken County Clerk’s Office.

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 July 9, 2019.

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

University of Kentucky
Purchasing Division
Room 322 Peterson Service Building
Lexington, KY  40506-0005

Bid Number – K-0907-20
2. Bid Form
   a. All bids must be submitted on the Bid Proposal Form contained in this Invitation for Bid. The bid must include Page 1 of this Invitation for Bid, 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 1% 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 of Kentucky. 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 Letter of Credit, the one (1%) percent good faith deposit made payable to the University of Kentucky 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 a.m. and 5 p.m. Checks not picked up 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 Invitation For Bids 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 Invitation for Bid, the successful bidders Bid Form, and the University’s written acceptance shall constitute the sale and purchase contract documents.
7. **Acceptance of Bid**

   a. The University intends to accept the responsive and responsible bidder with the highest cash offer, in accordance with applicable state law(s).

   b. 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 to 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 p.m. Lexington Time on July 9, 2019 will not be considered.

10. **Bid Opening**

    Bids will be opened publicly in Room 379 of the Peterson Service Building on July 9, 2019 at 3 p.m. All bids must be turned in at Room 322 Peterson Service Building, Lexington, KY 40506-0005.

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 1% of the bid, made payable to the University of Kentucky.

12. **Broker’s Commission**

    The University will allow the use of duly licensed real estate brokers in the purchase of this property. A six (6%) percent Buyer’s Premium will be added to the successful bid to cover the real estate fee.

13. **Surveys**

    The tract 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 of Kentucky 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 to 45) 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 General Warranty deed. In addition, the property will be sold in its “as is” condition.

18. Title to Land

3000 Irvin Cobb Drive, Paducah Kentucky 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:

Rebecca Purcell  
Contracting Officer  
University of Kentucky  
Purchasing Division  
Room 322 Peterson Service Building  
Lexington, KY  40506-0005  
Telephone: (859) 257-5479  
E-mail: rpurcell@uky.edu

20. Interpretation of Invitation for Bids Document

Any person contemplating submitting a bid, pursuant to this Invitation For Bids, who is in doubt as to the true meaning of any part of the document may submit a written request for an interpretation thereof. Any interpretation or correction of the document will be made only by written addendum. The University will not be responsible for any other explanations or interpretation of the documents.

21. Site Visit

A site visit will be held at 3000 Irvin Cobb Drive in Paducah, Kentucky on May 22, 2019 from 11:00 AM until 3:00 PM Paducah, KY time 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.
BID PROPOSAL FORM

FOR THE SALE OF PROPERTY LOCATED AT 3000 Irvin Cobb Drive, Paducah, KY 42003 (Crisp Building former site of The Murray State University Challenger Learning Center and prior to that, the Pepsi Cola Bottling Company) owned by the University of Kentucky.

UNIVERSITY OF KENTUCKY
INVITATION FOR BID NO. K-0907-20

$_______________________________   *

* This total must be the net amount payable to the University and shall EXCLUDE the six (6%) percent Buyer’s Premium that will be added to this amount.

(See BUYER’S BROKER/BUYER REGISTRATION FORM on next page if bidder is represented by a licensed Real Estate Broker)

SIGNATURE:  

SIGNER’S NAME:  

COMPANY:  

DATE:  

UNIVERISTY OF KENTUCKY PURCHASING DIVISION
INVITATION TO BID

BUYER’S BROKER/BUYER REGISTRATION FORM

Bid Property: 3000 Irvin Cobb Drive
               Paducah, KY 42003

Bid Due Date: July 9, 2019

Dear Real Estate Broker/Agent:

NAI Isaac and UK invites the participation of Brokers/Agents in the above referenced Invitation to Bid. We are offering a sales commission of three (3%) percent of the successful bid price on the property. This fee will be paid to the Broker/Agent whose Buyer is the successful bidder and who meets the following criteria:

1. This form must be completed and submitted to NAI Isaac prior to the bid being submitted. (Time is of the Essence). You may email jimkemper@naiisaac.com or bruceisaac@naiisaac.com your signed and dated registration form.

***THE ONLY FORM THAT IS TO BE RETURNED TO NAI ISAAC IS THIS FORM, NOT YOUR RESPONSE TO THE INVITATION FOR BIDS. YOUR RESPONSE MUST BE RETURNED TO THE PURCHASING DEPARTMENT AT THE UNIVERSITY OF KENTUCKY AS STATED ON PAGES 1, 5, 7, AND 9 OF THE IFB.***

2. The REFERRING Agent MUST be licensed and in good standing.
3. Your registered Buyer must be the successful bidder.
4. The transaction must close.

Buyer’s Name (Please Print)  Buyer’s Signature  Date

Broker / Agent’s Company Affiliation  Broker’s / Agent’s Signature  Date

If you have any questions, please call Jim Kemper or Bruce Isaac at 859-224-2000.

Date and Time received by NAI Isaac: ________________________________

This Buyer’s Broker / Buyer Registration is hereby accepted / declined by: __________________________

________________________
Date