



Invitation to Bid

INVITATION TO BID:	IB-103-19
DATE ISSUED:	4/16/2019
TITLE:	FOR SALE TO KENTUCKY STATE AGENCIES & OTHER GOVERNMENTAL ENTITIES: SURPLUS REAL PROPERTY
PROCUREMENT OFFICER:	TERRY L. CUTLER
PHONE NUMBER:	502-852-4276
METHOD OF AWARD:	SEE INSTRUCTIONS

The University of Louisville's Department of Procurement Services will receive sealed Bids at the address listed herein until the time and date shown below.

RETURN ADDRESS:

Deliver By U.S. Mail:

Department of Procurement Services
University of Louisville
Louisville, KY 40292

Delivery by Courier or Overnight Carrier:

University of Louisville
Department of Procurement Services
2215 S. Brook Street
Louisville, KY 40208

BIDS MUST BE RECEIVED NO LATER THAN: 5/10/19 @ 2:00 PM EST

- Bids will be opened and read publicly within specified times unless otherwise stated within this bid document.

AUTHENTICATION OF BID AND STATEMENT OF NON-COLLUSION AND NON-CONFLICT OF INTEREST

I hereby swear (or affirm) under the penalty for false swearing as provided by KRS 523.040:

- That I am the bidder (if the bidder is an individual), a partner in the bidder (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);
- That the attached Invitation to Bid(s) covering University of Louisville's Department of Procurement Services, **IB-103-19** have been arrived at by the bidder independently and have 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 to Bid, designed to limit independent bidding or competition;
- That the contents of the bid or bids have not been communicated by the bidder or its employees or agents to any persons 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 bid or bids;
- That the bidder is legally entitled to enter into the contracts with the Commonwealth of Kentucky and is not in violation of any prohibited conflict of interest, including those prohibited by the provision of KRS 45A.325, 45A.330 to 45A.340, 45A.990 and 164.821(7).
- Bidder and its affiliates are duly registered with the Kentucky Department of Revenue to collect and remit the sales and use tax imposed by KRS Chapter 139 to the extent required by Kentucky law: and will remain registered for the duration of any contract awarded. Furthermore, Bidder is not delinquent on any state taxes or fees owed to the Commonwealth of Kentucky and will remain in good standing for the duration of any contract awarded.
- That I have fully informed myself regarding the accuracy of the statements made above.

NOTICE

- Any agreement of 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.
- Any firm/person who violates any provisions of Kentucky Revised Statute 45A.325 shall be guilty of a felony and shall be punished by a fine not less than five thousand dollars (\$5,000) not more than ten thousand dollars (\$10,000), or be imprisoned not less than one year nor more than five years, or both such fine and imprisonment.

In submitting this bid, it is expressly agreed that, upon proper acceptance by the Department of Procurement Services of any or all items/services bid above, a contract shall thereby be created to the awarded bidder with respect to the items/services accepted.

Name of Company:		Date:
Address:		Phone:
City:	State:	Zip:
Payment Terms:	This offer is valid for _____ calendar days from the date this bid is received	E-Mail Address:
		Web Address:
Shipping Terms: FOB Destination, Freight Prepaid and Added to Invoice	Print Name:	
Federal Employer ID:	Signature:	

FAILURE TO SIGN AND RETURN THIS COVER SHEET SHALL DEEM YOUR BID NON-RESPONSIVE

SCOPE

The University of Louisville has declared the property located at 129 East Broadway, Louisville, KY 40202 (known as Myer's Hall property) as surplus and is hereby soliciting sealed bids for the sale of this property.

Myer's Hall property is at the corner of Broadway and Brook Street. The property is a three-story building plus basement on a .25 acre lot, with an external 27,261 Gross Square Footage. Building construction was completed in 1900.

Property will be sold **AS IS** with **NO GUARANTEES OR WARRANTIES**. Items excluded from the sale are as follows: Fire extinguishers, security panel, fire alarm panel, and reclaim R22 from HVAC units.

Pictures of the property are included on a separate attachment titled "Myers Hall Pictures".

BID CONDITIONS

Should the Bidder or lending institution require an inspection of the property, this will be the sole responsibility of the Bidder.

Bidders must include an approval letter from a lending institution for the amount of their bid.

Bid submittals must include a good faith deposit in the amount of **\$1,000.00** in the form of a certified check, cashier's check, or money order made payable to the University of Louisville. The successful bidder's good faith deposit will be retained and applied toward the purchase price, if it is determined that the property will be sold. Payment of the balance must be made payable to the University of Louisville at the time of delivery of the deed. Closing shall occur no later than forty-five (45) days from the date of bid acceptance. Should the successful bidder fail to purchase the property, regardless of the reason, the good faith deposit will be forfeited to the University of Louisville. The good faith deposit of all unsuccessful bidder(s) will be returned by mail as soon as possible once the bids have been opened and a contract awarded.

The successful bidder or his/her successor in title will be responsible for the payment of all taxes falling due on the property after deliver of the deed, including the deed recording fees.

Prospective bidders who wish to view the property may do so on May 1, 2019 from 1:00 – 3:00 pm EST. Prospective bidders MUST advise their intent to visit the site in advance to Terry Cutler at terry.cutler@louisville.edu.

The responsibility for inspecting the property and determining factors regarding access, zoning, utilities, etc. is incumbent upon the prospective bidder. There will be no refund, price adjustment, or relief of bid made because the property does not meet standards of quality, conditions expected, or for any other reason.

Only bids submitted using the "Bid Sheet" included within this solicitation will be considered valid.

NOTE: As noted in the Invitation to Bid title, property is first being offered to Kentucky state agencies and other governmental entities through May 10, 2019. If not sold to one of these parties, an addendum will be issued and the Invitation to Bid will be open to all interested parties.

The University of Louisville reserves the unqualified right to reject any and all bids.

BID SHEET

Myer's Hall property

129 East Broadway, Louisville, KY 40202

*****AS IS – NO GUARANTEES OR WARRANTIES*****

Subject to terms and conditions of Invitation to Bid IB-103-19

Items excluded from sale:

Fire extinguishers, security panel, fire alarm panel, and reclaim R22 from HVAC units.

BID: \$ _____

Minimum Bid: \$1,410,000.00

If the successful bidder, deed should be made to:

Note: Bids signed by an agent must be accompanied by evidence of his/her authority to do so.

INSTRUCTIONS TO BIDDERS

PREPARATION OF BID

Each Bidder shall furnish the information required by the solicitation. The Bidder shall sign the solicitation, print or type their Name, Firm, Address, Telephone Number and Date. Erasures or other changes must be initialed by the person signing the offer.

AUTHORITY TO CONTRACT

Contractor and the principal signing on its behalf, certifies that it is validly organized with authority to do business and perform the terms hereunder, is qualified to do business in Kentucky, if applicable, and is not prohibited from entering into or performing the terms of this agreement for any reason.

AMENDMENTS TO BIDS & ADDITIONAL INFORMATION

Amendments to this Invitation to Bid may be necessary prior to the closing date and will be furnished in the form of written addenda that will be posted on the University of Louisville's BID/RFP Procurement Services webpage - <http://louisville.edu/purchasing/bids>. Oral communication with any person(s) will not be construed as providing amending data to the specifications unless converted to the form of written addenda and posted to the University of Louisville's BID/RFP Purchasing webpage.

When necessary and as requested the University of Louisville will provide supplemental data via files to the vendor in one of two formats. The first choice will be to use the industry standard of EDI (Electronic Data Interchange) 834. If EDI is not appropriate for the type of information being transmitted a University standard format will be provided. It will be the vendor's responsibility to conform the data to fit the needs of their particular software. Vendor may be required to sign a University Confidentiality Form prior to release of such information should that information contain private or confidential information

INTERPRETATION OF BID

If any person contemplating the submission of a bid has any doubt as to the true meaning, of any part of the invitation, he/she should contact Terry Cutler via email at terry.cutler@louisville.edu. Any interpretation of the specifications will be made by addenda and posted at <http://louisville.edu/purchasing/bids>.

RESTRICTIONS ON COMMUNICATIONS

From the issue date of this bid until a contractor is selected, the bidder's sole point of contact for this bid is:

- Terry Cutler, University Procurement Services

In order to insure fair and equal treatment, only questions submitted in writing by the date stated within this Invitation to Bid will be entertained. Written responses will then be distributed via addendum and posted at <http://louisville.edu/purchasing/bids>.

For violation of this provision, the University shall reserve the right to reject the bid.

QUESTIONS

Vendors requesting clarifications to this Invitation to Bid may submit in writing questions for official response by the University. Questions should be sent via email to Terry Cutler at terry.cutler@louisville.edu **no later than Noon, EST, April 23, 2019.**

All questions received shall be addressed by the University via addenda and sent to all known recipients of the Invitation to Bid. Addenda may also be viewed at: <http://louisville.edu/purchasing/bids>

RECEIPT OF BIDS

Bids must be received in the Department of Procurement Services, 2215 S. Brook St., Belknap Campus, Louisville, Kentucky, in a sealed envelope not later than **2:00 PM** local time, on the specified date, at which time all bids received will be given to the Buyer responsible for the bid. Bids received after this time shall be deemed non-responsive as per 200 KAR 5:307 Section 4 and will not be considered for award.

SUBMISSION OF BIDS

Bids and modifications thereof shall be enclosed in sealed envelopes and addressed to the Office specified in the solicitation. The Bidder shall show the hour and date specified in the solicitation for receipt, the solicitation number, and the name and address of the Bidder on the face of the envelope.

Telegraphic bids and/or telegraphic modifications to a bid shall **NOT** be acceptable. Signed, written bid must be received by the Department of Purchases by the official bid opening date.

NOTE: Bidders sending their Bids via Overnight Courier should send via FedEx or UPS. Overnight Packages delivered by USPS are delivered to a University Lockbox and cannot be guaranteed to be delivered to the Department of Procurement Services prior to the bid due date and time specified.

All vendors are required to enter their bid prices where indicated on the "Bid Sheet".

The Bid/Quote number must appear on the outside of the envelope.

The Bids/Quotes must be signed and delivery dates given.

FAILURE TO SIGN AND RETURN THE COVER SHEET SHALL DEEM YOUR BID NON-RESPONSIVE

MODIFICATION OR WITHDRAWAL OF BIDS

Bids may be modified by written notice received prior to the exact hour and date specified for receipt of offers. A bid may be withdrawn in person by a bidder or his authorized representative, provided his identity is made known and he signs a receipt for the bid, but only if the withdrawal is made prior to the exact hour and date set for receipt of bidders. Bids received at the office designated in the solicitation after the exact hour and date specified for receipt will not be considered. Bids that have clerical errors or any irregularity are subject to correction only with concurrence of the Department of Purchases.

RECIPROCAL PREFERENCE

In accordance with KRS 45A.490 to 45A.494, a resident Bidder of the Commonwealth of Kentucky shall be given a preference against a nonresident Bidder. In evaluating bids, the University will apply a reciprocal preference against an Bidder submitting a bid from a state that grants residency preference equal to the preference given by the state of the nonresident Bidder. Residency and nonresidency shall be defined in accordance with KRS 45A.494(2) and 45A.494(3), respectively. Any Bidder claiming Kentucky residency status shall submit with its bid a notarized affidavit affirming that it meets the criteria as set forth in the above referenced statute.

Forms can be found at <http://louisville.edu/purchasing/forms>.

AWARD OF CONTRACT

The award will be made to the Responsive/Responsible Bidder who offers the best value to the University and meets the terms, specifications and conditions of this Invitation to Bid. If not feasible to award in the manner proposed, the Department of Procurement Services reserves the right to change the method of award

The University reserves the right to reject any or all offers and to waive minor technicalities.

GENERAL TERMS AND CONDITIONS

INDEMNIFICATION

Any liability of the University to indemnify the Contractor as specified shall only be to the extent permitted by Kentucky Revised Statutes (KRS 49.010 through 49.180) by the powers and authority vested in the Kentucky Claims Commission and KRS 45A.225 through 45A.275 (Contract Claims).

ADA COMPLIANCE

When applicable (e.g. webpages) the Contractor's products and services will be in compliance with current Americans with Disability Act (ADA) requirements including the applicable current ADA Standards for Accessible Design, WCAG 2.1, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Section 255 of the Communications Act, as amended and applicable regs.

CONFLICT OF INTEREST

Firms responding to this Invitation to Bid are required to disclose any potential conflict of interest. If the owner of the bidding firm is related to a University of Louisville employee, that relationship must be disclosed in writing and made part of the bid response. Definition of Related Person: Related person to a University employee means a spouse or dependent child of such employee. The term extends to other individuals sharing the same household as well as siblings, parents and non-dependent children (including step and in-law variations of those relationships) in circumstances where the University employee has actual knowledge that such relative is likely to or will benefit from a particular University transaction.

KENTUCKY CAMPAIGN LAWS:

By submitting a bid document, the vendor representative certifies that neither he/she nor any member of his/her immediate family having an interest of 10% or more in any business entity involved in the performance of this contract, has contributed more than the amount specified in KRS121.056(2), to the campaign of the gubernatorial candidate elected at the election last preceding the date of this contract. The signee further swears under the penalty of perjury, that neither he/she or the Company which he/she represents, has knowingly violated any provisions of the campaign laws of the Commonwealth, and that the award of a contract to him/her or the Company which he/she represents will not violate any provisions of the campaign finance laws of the Commonwealth.

COMPLIANCE - STATE LAWS

It is agreed and understood that any transactions as a result of this bid shall be governed under state laws. The rights and obligations of the parties shall be determined in accordance with the laws of the Commonwealth of Kentucky.

VIOLATIONS OF AND COMPLIANCE WITH KENTUCKY LAWS

The contractor shall reveal to the owner any final determination of a violation by the contractor or subcontractor with the previous five (5) year period pursuant to KRS Chapters 136, 139, 141, 337, 338, 341, and 342 that apply to the contractor or subcontractor. The contractor shall be in continuous compliance with the provisions of KRS Chapters 136, 139, 141, 337, 338, 341 and 342 the apply to the contractor or subcontractor for the duration of the contract.

Awarded Contractor will be required to register with the Department of Revenue to collect and remit the sales and use tax imposed by KRS Chapter 139 and in compliance with House Bill 609, date May 21, 2008.

ELIGIBILITY TO PARTICIPATE IN GOVERNMENTAL PROGRAMS CERTIFICATION

Vendor's signature on the solicitation response certifies that the vendor, and where applicable subcontract vendor, or any person performing services under this agreement (i) is not now nor have ever been excluded, suspended, debarred or otherwise deemed ineligible to participate in governmental healthcare, procurement, or other programs; (ii) is not now nor have ever been charged with or been convicted of a criminal offense related to the provision of government healthcare, procurement, or other programs and have not been reinstated in such programs after a period of exclusion, suspension, debarment, or ineligibility. If the vendor, and where applicable subcontract vendor, or any person performing services under this agreement becomes ineligible for participation in such governmental programs in the future, vendor will have a process in place such that subcontract vendor(s) and any person performing services under this agreement will promptly notify the vendor of such ineligibility. The vendor will notify the University buyer of record within seventy-two (72) hours of the vendor becoming aware of the governmental ineligibility of the vendor, any subcontract vendor, or any person performing services under this agreement.