

**REQUEST FOR DEVELOPMENT PROPOSALS
FOR CITY-OWNED REAL PROPERTY
LOCATED AT
1316 GREENUP STREET
FOR ECONOMIC DEVELOPMENT PURPOSES
APRIL 25, 2018**

PROPOSAL DEADLINE: May 23, 2018



1316 Greenup Street, view of SW corner of building.

RFP Issued by:
City of Covington – Economic Development Department
20 West Pike Street
Covington, KY 41011
www.covingtonky.gov

Contact:
Tom West, Economic Development Director
at twest@covingtonky.gov for issues specific to this RFP.

INTRODUCTION

On behalf of the City of Covington, KY, the Economic Development Department is seeking development proposals for a vacant building that the City owns at 1316 Greenup Street, Covington, Kentucky. The purpose of the sale is to return a long-time vacant property back to a productive community asset. The City of Covington seeks qualified buyers to acquire and redevelop the property for Economic Development Purposes. The parcel is centrally located and on a highly visible corner in the Eastside Neighborhood on a primary northbound traffic route.

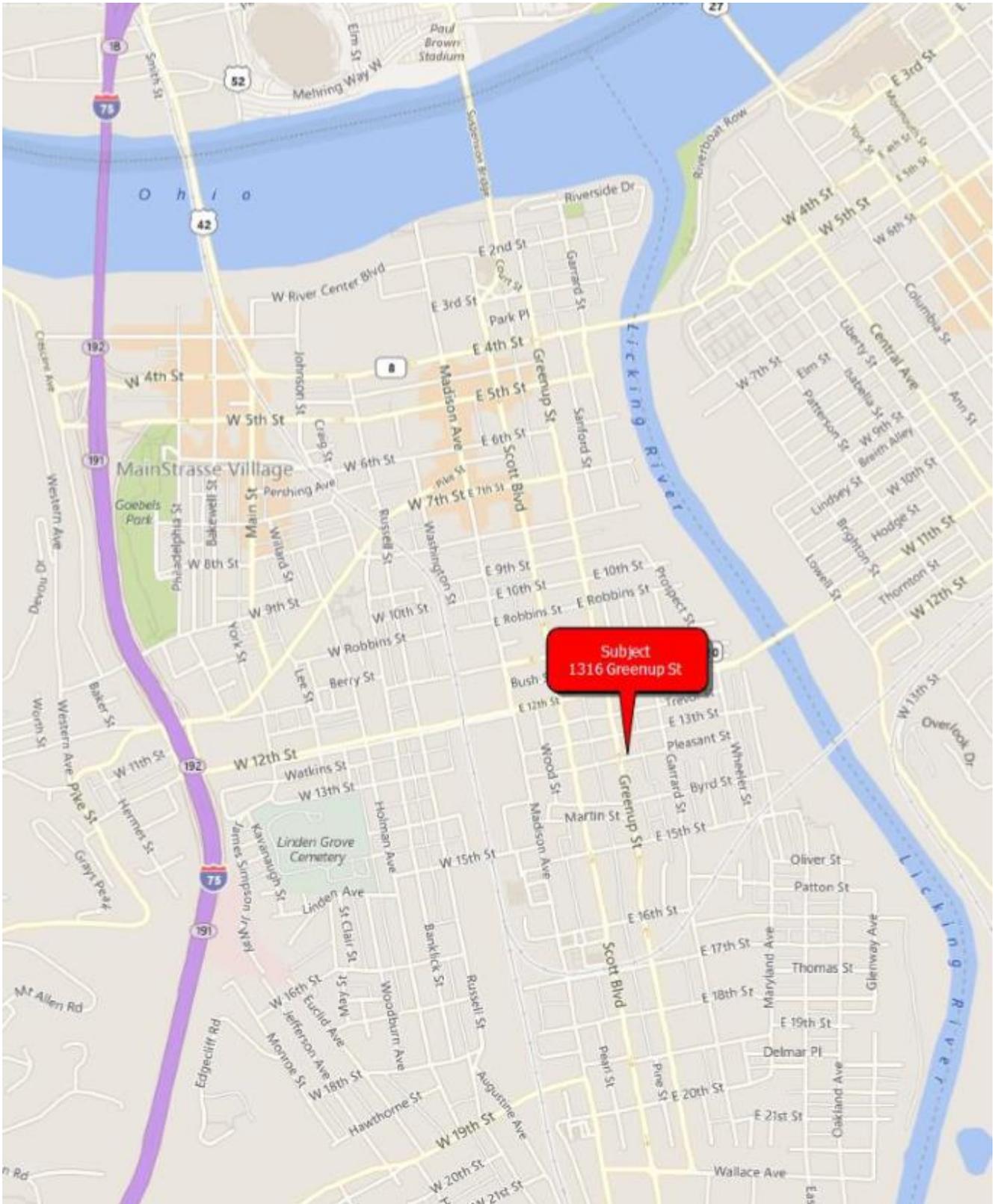
The City's development goals for the site include:

1. Maximizing the site's development potential and contributing to the vibrancy of the area with a well-designed development project that will serve the needs of the neighborhood, create jobs, and attract residents, customers, guests and/or visitors to the area.
2. Maximizing retail opportunity/space on the ground floor. Proposals should include retail fronting along Greenup Street.

More information about this development opportunity and the Request for Proposals process follows:

AUTHORIZATION

The City is seeking proposals for the disposition of real property pursuant to the authorization in KRS 82.083(4)(b). Any transfer resulting from this request shall be for economic development purposes, and will involve land or a permanent interest in land as described in KRS 45A.345(26).



1316 Greenup Street – Area Map

BACKGROUND INFORMATION

- **Location and Description of Parcel and Building**

1316 Greenup Street is located on the block between Pleasant Street and 13th Street, and Garrard Street and Greenup Street.

1316 Greenup Street is a 2.5 Story Full Brick Structure with 2-Car Detached Garage located in the Eastside neighborhood. Total gross building area is approximately 2,659 square feet. The 1st floor storefront includes 1,019 SF; the 2nd floor 1,040 SF and the 3rd floor 600 SF.

The parcel is approx. 2,298.5 SF or 0.05 acres in size and roughly 25.6 feet by 90 feet (per GIS estimated measurements). The parcel is generally flat.

- **Planning Framework**

The parcel is zoned RU-2B (Urban Residential). The Urban Residential zone is intended to accommodate moderate-density residential development consisting of a wide variety of housing types that is in keeping with the established character of some areas of the city. The RU-2B zone is primarily intended to be applied in already built-up areas with excellent transportation access and a full range of urban facilities and services. Special infill development standards apply in built-up areas to help ensure that new development is compatible with the surrounding context.

Interested developers are encouraged to review the City of Covington's Zoning Ordinance for potential permitted and conditional uses of the property at:

http://www.pdskc.org/portals/pdskc/documents/zoning_pdf/covington/covord.pdf

As with all proposed development in the city, final plans are subject to compliance with all City policies and ordinances.

- **Development goals and vision, possible uses, scale, streetscape, parking and service**

As noted, the overall goal is a development/project that will complement the neighborhood and maximize the development potential of the site. Proposals for the site should enhance the vitality of this area by creating a unique place that will serve the needs of the neighborhood, create jobs, and attract residents, customers, guests and/or visitors to the area.

Ground-floor active uses are essential to the desired project, and active uses that are open to the public should be the goal. Examples of active public uses are commercial uses (restaurant or coffee shop, retail, food-related retail such as a deli or bakery, neighborhood services) and arts and culture uses that invite activity for much of the day.

The goal is to achieve a redeveloped site that is pedestrian-friendly and active with people and that supports potential additional development in the adjacent area.

The Eastside Neighborhood in which the site is located is home to numerous historic homes and buildings. The development on the site in question will be expected to maintain that character and tradition in design and materials.

- **Land sale terms**

Proposal submittals must include a proposed price; price will be one of several factors considered in evaluation.

The property is being offered “as is” in its present condition with no express or implied warranties of any kind. The submission of a proposal indicates that the proposer has inspected the property and acknowledges the overall condition and presentation of the property. Proposers are further responsible to verify and affirm clean title of the property. The City will convey the real estate to the selected proposer via a Special Warranty Deed.

The parcel will be sold pursuant to a redevelopment agreement that will include a number of terms. Please note that any request for public financial assistance may trigger additional requirements. The development agreement will contain a preservation covenant which requires all exterior work conform to the Secretary of the Interior's Standards for Rehabilitation. Once drafted, this covenant must be reviewed and approved by the Kentucky Heritage Council.

The City of Covington does not currently have any available development financial incentives or subsidies for the 1316 Greenup Street development project.

IF YOU ARE INTERESTED...

- **Optional Pre-Proposal Building Tour**

There will be a representative on site to offer an opportunity to tour the building and view the site on **this date only**:

Wednesday, May 2, 2018 1:00 pm – 3:00 pm

QUESTIONS?

- **Whom to contact**

Questions regarding the RFP should be directed via EMAIL ONLY to the following City staff representative no later than 4:00 p.m. on May 11, 2018.

Tom West, Economic Development Director
twest@covingtonky.gov

SUBMITTING A PROPOSAL...

- **Proposal submission**

Proposers must submit copies of their proposals as follows: one unbound copy, and one electronic version in PDF format on USB drive. Hard copy proposals must be submitted on standard 8 ½" by 11" paper. All supporting documentation must be on paper no larger than 11' by 17". Proposals and supporting documentation must be submitted in a sealed envelope labeled "**1316 Greenup Street RFP.**" Faxed proposals will not be accepted.

Proposers may choose to provide additional sets if and when invited to do so for presentation purposes. Submissions will not be returned.

Proposals shall be delivered to the City on or before: May 23, 2018

To:

**City of Covington, KY – Economic Development Department Director
Proposals for 1316 Greenup Street
20 West Pike Street
Covington, Kentucky 41011**

**Hand delivered copies must be delivered and stamped
"RECEIVED" by the Finance Department window located in
the lobby of City Hall.**

Proposals received after the deadline will not be accepted.

- **Proposal Contents**

The information requested through this RFP is necessary for the City of Covington to adequately evaluate all proposals. Failure to supply the requested information may result in rejection of the proposal. The City is not responsible for the costs incurred by proposers or their subcontractors in connection with this RFP process, including, but not limited to costs associated with preparing a proposal or participating in any presentations or negotiations related to this RFP.

Proposals must include the following:

1. A **cover page** that includes the following information:
 - a. Developer's name and mailing address
 - b. Developer's current legal status: corporation, partnership, sole proprietor, etc.
 - c. Federal ID number or Social Security number
 - d. Contact person's name, title, phone number, fax number and e-mail address
 - e. Signature of authorized corporate officer for each entity proposing as a partnership or team

2. **An Identification of the Entities** that will be involved, a description of the roles they will play (e.g., developer, building owner, tenant, professional consultant) and a summary of the team's past experience in working together. A description [of 300 words or less] of the entities' experience in developing similar projects must be included, including location, type of development, proposer's role(s), cost of project, funding sources, status of project and information about any continued financial or operating interest in each. Identify the principal person who will speak for the development team and any other key participants who will be involved in negotiating the project terms. Specify whether the development entity is or intends to form a corporation, a general or limited partnership, a joint venture or other type of business association to carry out the proposed development. The developer must also provide two years of financial statements, which may be submitted confidentially under separate cover. Design consultants on the team must be licensed in the State of Kentucky, and contractors must be licensed to work in the City of Covington; the submission must include a certification that identified team members meet these requirements.
3. A preliminary **capital pro forma showing the sources and uses of funds** (debt, equity and other) to acquire the parcel and construct the development (including any tenant improvements). Information as to the status of securing those funds should be included, and inclusion of a conditional financing commitment is strongly encouraged.
4. **A description of the public benefits** [in 300 words or less] that will result from the development, e.g., the creation or retention of jobs (including the estimated number, type and wage levels), tax base enhancement, the provision of retail goods and services, public realm improvements, etc. This should include an estimate of the taxable real estate value upon completion.
5. **Intended Use of the Property** a description (narrative of 500 words or less) of the proposed development (e.g., size of building and square footage of specific components, nature of improvements for each floor of the building and accessory structure, and how they would bring active public uses to the site, anticipated materials and design style/concept, any proposed public realm improvements, and loading/service provisions) to be developed on the site.
6. **A proposed timeframe for the development**, including identification of any conditions that must be met before the proposal can become a reality. The schedule should include the time needed to obtain financing, complete design and secure permits and approvals, prepare the site, and start and complete construction.
7. **Additional Materials** developer may submit additional information that may help City staff understand and evaluate the concept.

The contents of the proposal and any clarification to the contents submitted by the successful proposer may become part of the contractual obligation and be

incorporated by reference into the redevelopment contract between the selected developer and the City.

- **Payment**

The successful proposer is responsible to close and make payment for the property purchased within thirty (30) days after notification of award. Payment shall be in the form of cash, cashier's check or certified check. All checks must be made payable to the City of Covington. Specific payment instructions will be included with the Notice of Award. Purchaser shall be responsible for all closing costs including deed recording.

- **Conditions of Sale**

This property is being sold "as is." The City makes no representations or warranties concerning the condition of the property, compliance with Code, Zoning or building requirements and will make no repairs to the property after execution of this sale. Purchaser acknowledges responsibility for taking such action as it believes necessary to satisfy itself that the property is in an acceptable condition and agrees to accept the property in the condition existing at the time of sale.

Proposers should clearly stipulate any contingencies or conditions associated with a submitted proposal including, but not limited to, required zoning amendments, permitting, financing or other contingencies.

Pursuant to Ordinance O-11-06, applicants and affiliated persons and/or entities for this proposal must not have made or filed pending adverse claims against the City in the form of settlement demands and/or lawsuits; nor shall they be delinquent in their obligations to pay loans, fines, liens, or other obligations owed to the City of Covington.

- **Review/Evaluation Criteria**

The City will evaluate each submitted proposal and award the project to the best proposal, determined by consideration of the following criteria:

- The experience and the financial and organizational capacity of the developer in successfully planning and completing development projects of similar type and scale, on time and within budget. The developer's development track record with the City of Covington, including any history of meeting (or not meeting) its contractual commitments to the City.
- The market and financial feasibility of the project, and its ability to secure necessary private funds.
- The public benefits to be provided by the development (e.g., the generation of real estate taxes, the creation or retention of jobs, the provision of commercial goods and services).
- Proposed Purchase Price;
- Intended Use of the Property for each floor and accessory structure(s);
- Demonstrated commitment of an identified commercial tenant to be located at this property;
- Estimated Annual Payroll, including:
 - Number of FTEs
 - Number of PTEs;
- Hiring Plan (city/local residents?)
- Total Proposed Investment
 - soft costs (design, engineering, etc.)
 - construction/rehab costs
 - capital equipment
 - other
- Financing
 - Verified Source of Funds OR Proof of Financing to Complete Project;
- Timeline for project completion
- List of any past City Incentives this purchaser has ever received
- Intention to apply for City Incentives for this project
- The effect of any contingency or condition(s) of acceptance noted in the proposal submission;
- The completeness of the proposal, and
- Any other factors that, in the opinion of the City, affect the likelihood that the successful proposer will promptly execute the real estate transaction with the City.

Final award will be contingent on the proposer submitting an acceptable development proposal for the property, which will include detailed answers to the foregoing list of items.

The City may, in its sole discretion, expand or reduce the criteria upon which it bases its final decisions regarding selection of the developer for this parcel.

- **Review/selection process**

A committee that will include City representatives will review proposals. Some or all of the proposers may be requested to present their proposals to the review committee. During the review process, proposers may be asked questions to clarify their proposals, but cannot modify their submissions.

Said proposals will be evaluated by the committee and preferred developer referred to the City Manager for recommendation to the City Commission. The City Commission reserves the right to reject any and all proposals. The City reserves the right to waive as an informality any irregularities contained in any proposal.

The City reserves the right to reject any or all proposals or parts of proposals, to negotiate modifications of proposals submitted, and to negotiate specific work elements with a proposer into a project of lesser or greater magnitude than described in this RFP or the proposer's reply.

SCHEDULE

Following is the anticipated tentative timeline:

RFP Release Date		April 25, 2018
Pre-proposal Building Inspection	1:00 – 3:00 pm	May 2, 2018
Proposal Due Date		May 23, 2018
Review/evaluation of proposals:		May 24 – 29, 2018
Recommendation of selected developers to City Manager		May 30, 2018
Anticipated Action Date by City Commission:		June 26, 2018

CITY CONTRACTING REQUIREMENTS

The selected developer will be required to enter into a redevelopment contract with the City and comply with any applicable City requirements.

The redevelopment contract also will provide that the City will not close on sale of the parcel to the selected developer until the proposed project is ready to proceed, as evidenced by the provision of evidence of financing, approval by the City of detailed plans and other conditions precedent.

GENERAL TERMS AND CONDITIONS

Acceptance of Terms and Conditions – By submitting a response to this RFP, the submitter acknowledges and agrees to be bound by these General Terms and Conditions.

Assignment of Contract – The successful submitter shall not assign or subcontract any portion the final project contract without the express written consent of the City. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that the City shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of the City.

No Waiver – No failure or delay by the City in exercising thereof, nor the exercise of any other right, remedy, power or privilege shall operate as a waiver hereof or thereof. No failure or delay by the City in exercising any right, remedy, power or privilege under or in respect of this contract shall affect the rights, remedies, powers or privilege under on in respect of this Contract shall affect the rights, remedies, powers or privileges of the City hereunder or shall operate as a waiver thereof.

Authority to do Business – Submitter must be a duly organized and authorized to do business under the laws of the Commonwealth of Kentucky and of the City of Covington, KY. Submitter must be in good standing and have full legal capacity to provide the services specified under this Contract. The Submitter must have all necessary right and lawful authority to enter into any Final Agreement for the full term.

Non-Appropriation – In the event that no funds or insufficient funds are appropriated and budgeted in any fiscal period of the City for payments to be made under any Final Agreement, if applicable, then the City will notify the Prevailing Submitter of such occurrence and the Final Agreement shall terminate on the earlier of the last day of the fiscal period for which sufficient appropriation was made or whenever the funds appropriated for payment under the Final Agreement are exhausted. No payments shall be made or due to any Prevailing Submitter under any Final Agreement, if applicable, beyond the amounts that are appropriated and budgeted by the City to fund payments hereunder.

Claims Against the City – In consideration for the right to respond to this RFP, the Submitter waives any claim, liability or expense whatsoever against the City and its Staff, Commissioners and agents by reason of any or all of the following: Any aspect of this RFP, the Selection Process or any part thereof, any informalities or defects in the Selection Process, the failure to enter into any agreement, any statements, representations, acts or omissions of the City, the exercise of any discretion set forth or concerning any of the foregoing, and any other matters arising out of all or any of the foregoing.

Force Majeure – Neither party shall be considered in default in the performance of its obligations under any Final Agreement to the extent that performance of its obligations is prevented or delayed by any cause beyond its reasonable control, including, without limitation, acts of God; acts or

omissions of governmental authorities or the other party, strikes, lockouts or other epidemics; floods; hurricanes; tornadoes; and any other similar acts, events, or omissions. When determined that *force majeure* results in a delay of the work to be provided under any final agreement resulting from this RFP (the "Work"), the date of delivery or performance of any other obligations of the Prevailing Submitter shall be extended for a period of equal duration to the time lost by reason of the delay. Prevailing Submitter shall notify the City in writing within ten (10) calendar days after recognition of the occurrence of any event that Prevailing Submitter believes will result in a delay. In the absence of such notification, Prevailing Submitter waives the right to claim that Work was delayed by the occurrence of such event. If, however, Prevailing Submitter's performance of other obligations is delayed, or it is reasonable to anticipate that performance will be delayed, for a continuous period of six (6) months from the scheduled date for performance, City shall have the right, in its discretion, to cancel the Agreement upon payment to Prevailing Submitter for work performed up to the time of cancellation.

Zoning – The City makes no representations or warranties regarding the zoning of the parcel described herein. By submitting a proposal, submitter affirms that it has conducted its own zoning research and evaluation of the property.

The opinions expressed in this RFP are based upon the current version of the Covington Zoning Ordinance and the City assumes no responsibility to update the recipient with regards to subsequent amendments that may impact the opinions expressed herein.

Governing Law – This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. Any dispute arising under this Agreement shall be resolved in a court of competent jurisdiction in Kenton County, Kentucky.

Prohibition against Conflicts of Interest - By submitting a proposal, the Submitter affirms that is aware of the prohibition against conflicts of interest, gratuities, and kickbacks as set forth in KRS 45A.455, and agrees not to violate these provisions. The provisions of KRS 45A.455 are specifically incorporated herein by reference.

CITY'S RIGHTS

In addition to the rights available at law or equity, under this Request for Proposals the City shall have the following rights:

Right to Substitute or Modify Specifications – Throughout the Selection Process, the City shall have the right, in its sole discretion, to modify the specifications provided herein. Such modification shall include the ability to add, substitute or remove items from each sub-part for any reason.

Right to Modify the Selection Process – The City reserves the right at any time and from time to time, and for its own convenience, in its sole and absolute discretion, to modify or suspend any and all aspects of the Selection Process, including, but not limited to this RFP, and all or any portion of the Selection Process in or subsequent to the RFP; to obtain information from any successful applicant, to waive any defects as to form or content of this RFP or any other step in the Selection Process; to reject any and all responses submitted; to reissue the RFP; procure the desired services by any other means or not proceed in procuring the services; to negotiate with any, all or none of the respondents to this RFP as to fees, scope of services, or any other aspect of the RFP or services; to negotiate and modify any and all terms of an agreement; and to accept or reject any applicant for entry into a Final Agreement.

Cancellation – It is the intention of the City of Covington to purchase material from sources of supply

that will give prompt and convenient service. Any failure of the Prevailing Submitter to satisfy the requirements of the City of Covington shall be reason for termination the Final Award. Any bid may be rejected in whole or in part for good cause when in the best interest of the City of Covington.

Quality Terms – The City of Covington reserves the right to reject any or all materials if, in its judgment, the item reflects unsatisfactory workmanship or manufacturing or shipping damages.

INTERPRETATION

Terms and Conditions Incorporated – In the event of conflicting terms, the documents relating to this RFP shall have the following priority:

- 1) The Final Agreement
- 2) City's Specifications
- 3) General Terms and Conditions
- 4) Submitter's Specifications and Agreements

LEGAL REQUIREMENTS AND REGULATIONS

Tax-Exemption – The City of Covington, KY is exempt from sales tax and Federal Excise Tax: Certificate Number 61-6001804.

Compliance with Legal Requirements – The Prevailing Submitter agrees to comply with all statutes, rules and regulations governing safe and healthful working conditions, including Occupational Health and Safety Act of 1970, 29 U.S.C. 650, et. seq., as amended, and KRS Chapter 338. The Prevailing Submitter also agrees to notify the City in writing immediately upon detection of any unsafe and/or unhealthful working conditions at all job sites.

Royalties & Patents – The Prevailing Submitter shall pay all royalties and license fees for equipment or processes in conjunction with the equipment he/she is furnishing. He/she shall defend all suits or claims for infringement of any patent right and shall hold the City of Covington, KY harmless from loss on account thereof and cost and attorney's fees incurred therefore.

Good Standing – By submitting its proposal, the Submitter affirmatively states that there are no actions, suits or proceedings of any kind pending against the Submitter or, to the knowledge of the Submitter, threatened against the Submitter before or by any court, governmental body or agency or other tribunal or authority with would, if adversely determined, have materially adverse effect on the authority or ability of the Submitter to perform its obligations under any Final Agreement, or which question the legality, validity or enforceability hereof or thereof.

Code of Ethics – With respect to this RFP, if any submitter violates or is a party to a violation of the Code of Ethics of the City of Covington, KY, or the City's procurement regulations and/or the Commonwealth of Kentucky statutes, such submitter may be disqualified from furnishing the goods or services for which the proposal is submitted and shall be further disqualified from submitting any future proposals or bids for goods and services for the City of Covington, KY.

Open Records – All submissions shall be subject to the Kentucky Open Records Act, KRS. 61.870, et seq. Any submitter that wishes to protect certain materials must mark the pages that it wishes to protect with the **CONFIDENTIAL TRADE SECRETS** and include an explanation of the reason that the disclosure of the materials would present an unfair advantage to competitors. Upon receipt of an open records request the City shall make every effort to protect materials so marked, but makes no representation as to any ability to prevent disclosure as all open records decisions are subject to the final decision of the Kentucky Attorney General.

Legal Requirements – It shall be the responsibility of each submitter and supplier to assure compliance with an OSHA, EPA and/or Federal, Commonwealth of Kentucky and City of Covington, KY rules, regulations or other requirements, as each may apply.

Fraud Hotline. All entities doing business with the City of Covington, if you see or suspect fraud or misconduct by any City of Covington employee or elected or appointed official, please report to the Covington Workplace Fraud Hotline via the following: Report online at: www.reportlineweb.com/covingtonky, or call toll-free: (855) 807-3265, 24 hours a day, 7 days a week. You do not have to give your name

Indemnification. Submitter shall indemnify and save harmless the City of Covington, its employees and elected leaders from and against all claims, suits, actions, damages, or causes of action arising during the terms of the resulting agreement for any personal injury, loss of life, or damage to property sustained by reason of or as a result of the performance of the services or delivery of goods for which the resulting agreement was entered into, or its agents, employees, invitees, and all other persons, and for and against any orders, judgments, or decrees, which may be entered thereto, and from and against all costs, attorney's fees, expenses and liabilities incurred in or by reason of the defense of any such claim, suit or action, and the investigation thereof. Nothing in the award, resulting agreement, contract or Purchase Order shall be deemed to affect the rights, privileges and immunities of the City of Covington as set forth in Kentucky Statutes. The Submitter(s) agree to indemnify and save harmless the City of Covington, its employees and elected leaders and to defend from all cost, expenses, damages, attorney's fees, injury or loss to which the City may be subjected by any person, firm, corporation, or organization by reason of any wrongdoing, misconduct, want, or need of care or skill, negligence or default or breach of contract, guaranty, or warranty, by the successful Submitter(s), his employees, his agents or assigns.

EXHIBITS

1. Accident Waiver and Release of Liability
2. Non-Collusion Affidavit
3. Campaign Finance Affidavit

Exhibit 1
ACCIDENT WAIVER AND RELEASE OF LIABILITY

This is an Accident Waiver and Release of Liability agreement between the City of Covington, Kentucky, (hereafter Covington) and _____ (hereafter **Interested Party**).

Interested Party wishes to enter the following City of Covington owned properties for **measurements, photographs, inspection** (hereafter the "Activity").

The structures are at **1316 Greenup Street, Covington, KY** (hereafter the "Buildings").

Covington has agreed to accommodate **Interested Party** and allow him, her, or them to enter the Buildings in order that the Activity may be undertaken. For adequate consideration, receipt of which is hereby acknowledged, Covington and the undersigned hereby agree as follows:

Interested Party and its employees, agents, sub-contractors and any and all persons retained by or associated with **Interested Party** that will perform the above services related to the Activity agree to ASSUME ALL OF THE RISKS OF PARTICIPATING IN THIS ACTIVITY, including but not limited to any risks that may arise from negligence or carelessness on the part of those being released (Covington, its departments, employees, agents, firemen, administrators, mayor, city commissioners, and any other persons affiliated with or employed by Covington) from dangerous or defective equipment or property owned, maintained or controlled by Covington, or because of its possible liability without fault.

Covington and the undersigned hereby certify that anyone engaging in the above Activity is physically fit, has sufficiently prepared or trained for participation in the Activity, and has not been advised to not participate by a qualified medical professional; and, certifies that there are no health-related reasons or problems which preclude participation in the Activity. The undersigned acknowledges that this Accident Waiver and Release of Liability Form will be relied upon by Covington and that it will govern the undersigned's actions and responsibilities in regard to the Activity.

For adequate consideration, the undersigned hereby takes action for the undersigned, its/his/her executors, administrators, heirs, next of kin, successors, agents, sub-contractors~ affiliates, employees and assigns as follows:

(A) I WAIVE, RELEASE, AND DISCHARGE from any and all liability, including but not limited to, liability arising from the negligence or fault of the entities or persons released, for my death, disability, personal injury, property damage, property theft, or actions of any kind which may hereafter occur to me including my traveling to and from this event.

(B) I INDEMNIFY, HOLD HARMLESS, AND PROMISE NOT TO SUE the entities or persons being released from any and all liabilities or claims made as a result of participation in the Activity, whether caused by the negligence of release or otherwise.

The undersigned acknowledges that Covington and those being released are NOT responsible for the

errors, omissions, acts, or failures to act of any party or entity related to the Activity.

The undersigned acknowledges that this Activity may involve a test of a person's physical and mental limits and may carry with it the potential for death, serious injury and property loss. The risks may include, but are not limited to, those caused by terrain, facilities, temperature, weather, condition of buildings, condition of participants, equipment, vehicular traffic, actions of other people including, but not limited to city employees, participants, volunteers, and spectators.

The undersigned hereby consents to receive medical treatment which may be deemed advisable in the event of injury, accident, and/or illness during this activity or event.

I CERTIFY THAT I HAVE READ THIS DOCUMENT, AND I FULLY UNDERSTAND ITS CONTENT. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT AND I SIGN IT OF MY OWN FREE WILL. I AM SIGNING IT FREELY AND VOLUNTARILY AND I UNDERSTAND I DO NOT HAVE TO SIGN IT.

Signed,

Print Name

Signature- Interested Party

Date

EXHIBIT 2

NON-COLLUSION AFFIDAVIT OF RFP SUBMITTER

AFFIDAVIT OF PRINCIPAL CONTRACTOR

STATE OF _____ :
SS:
COUNTY OF _____ :

_____, being first duly sworn, deposes and says that
he/she is

(Sole Owner/Partner/President/Secretary/Other Title)

of _____, who on _____, 20____,
(Name of Submitter) (Date Bid Submitted)

submitted to

a proposal as set forth in the attached copy; that all statements of fact in such proposal are true; that such submission was not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization, or corporation; that such submission is genuine and not collusive or sham; that said submitter has not directly or indirectly, by agreement, communication of conference with anyone attempting to induce action prejudicial to the interests of the public body which is to award the contract, or of any other submitter or anyone else interested in the proposed contract; and further, that prior to the public opening and reading of proposals, said submitter,

(a) did not directly or indirectly, induce or solicit anyone else to submit a false or sham proposal;

(b) did not directly or indirectly, collude, conspire, connive or agree with anyone else that said submitter or anyone else would submit a false or sham proposal, or that anyone should refrain from submitting or withdraw his/her proposal;

(c) did not, in any manner, directly or indirectly, seek by agreement, communication or conference with anyone to raise or fix the proposal price of said submitter or of anyone else, or to raise or fix any overhead, profit or cost element of his proposal price, or that of anyone else;

(d) did not, directly or indirectly, submit his bid price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent

thereof, or to any individual or group of individuals, except to the awarding authority or to any person or persons who have a partnership or other financial interest with said submitter in his/her business; and

(e) did not include in his/her bid price any fees, dues, charges, or assessments because required to do so by reason of his/her membership in or affiliation with any association, organization, corporation, partnership, company, individual or group of individuals, or because of any agreement or understanding with anyone that he/she would do so.

Name of Organization: _____

Signature and Date: _____

Typed or Printed Name: _____

Title: _____

Subscribed and sworn to before me this ____ day of _____, 2018.

(SEAL OF NOTARY HERE)

Notary Public in and for
My commission expires _____.

EXHIBIT 3

CAMPAIGN FINANCE AFFIDAVIT OF SUBMITTER

AFFIDAVIT OF PRINCIPAL CONTRACTOR

STATE OF _____ :
SS:
COUNTY OF _____ :

being first duly sworn, deposes and says that he is

(Sole Owner/Partner/President/Secretary/Other Title)

of _____, who on _____, 20__ ,
(Name of Submitter) (Date Bid Submitted)

submitted to
a proposal as set forth in the attached copy; that submitter has not knowingly violated any provision of the campaign finance laws of the Commonwealth and the award of a contract to the prevailing submitter would not violate any provision of the campaign finance laws of the Commonwealth.

Name of Organization: _____

Signature and Date: _____

Typed or Printed Name: _____

Title: _____

:
Subscribed and sworn to before me this ____ day of _____, 2018.

(SEAL OF NOTARY HERE)

Notary Public in and for _____
My commission expires _____.