

**NOTICE OF INVITATION FOR BID (“IFB”)  
SURPLUS REAL PROPERTY – 249 PERSHING  
CITY OF COVINGTON, KENTUCKY**

City Owned Property for Sale

Notice is hereby given that the City of Covington, Kentucky will accept sealed bids for the:

**SALE OF SURPLUS- REAL PROPERTY LOCATED AT 249 PERSHING AVENUE,  
COVINGTON, KENTUCKY**

The purpose of the sale is to return a currently underutilized property back to a productive community asset. The City of Covington seeks qualified buyers to acquire and redevelop the property. The property was declared surplus by the City of Covington on July 7, 2015 via Order/Resolution #227-15. The sale of this property shall be by means of sealed bids, pursuant to KRS § 82.083(4)(e).

Interested parties may tour the building on **Wednesday, April 18, 2018 from 1 p.m-3 p.m.**, subject to the submission by the interested party of a signed Accident and Waiver Release of Liability Form, which is attached hereto.

Any questions regarding the sale should be directed to Jeremy Wallace, Community Development Manager, at 859-292-2147 or [jwallace@covingtonky.gov](mailto:jwallace@covingtonky.gov).

**I. Property Description**

249 Pershing Avenue (the “Property”) is a 1,428 square foot, two-story, brick, single-family attached building located in the Mainstrasse neighborhood. It is located in an RU-2A Urban Residential Zone and in the Mainstrasse Historic Preservation Overlay Zone.

**II. Conditions of Sale**

The Property is being offered “as is” in its present condition with no express or implied warranties of any kind, including but not limited to compliance with Code, Zoning or building requirements and City will make no repairs to the property after execution of any sale resulting from this IFB. 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. The submission of a bid indicates that the bidder has inspected the property and acknowledges the overall condition and presentation of the property. Bidders are further responsible to verify and affirm clean title of the property. The City will convey the real estate to the selected bidder via a Special Warranty Deed.

### **III. Bid Guidelines**

The City has established a minimum bid amount for the subject Property of **Five Thousand Dollars (\$5,000.00)**. Bidders should clearly stipulate any contingencies or conditions associated with a submitted bid including, but not limited, required zoning amendments, permitting, financing or other contingencies.

### **IV. Bid Award**

The City will evaluate each submitted bid and award the bid to the highest and best responsive bid. Responsiveness shall be determined by consideration of the following criteria:

- The dollar amount of the bid;
- The effect of any contingency or condition(s) of acceptance noted in the bid submission;
- Submission of all required affidavits and certifications attached hereto;
- The completeness of the bid submission; and
- Any other factors that, in the opinion of the City, affect the likelihood that the successful bidder will promptly execute the real estate transaction with the City.

Pursuant to Ordinance O-11-06, applicants and affiliated persons and/or entities for this bid 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.

Said bids will be tabulated and referred to the City Manager for recommendation to the City Commission. The City Commission reserves the right to reject any and all bids. The City reserves the right to waive as an informality any irregularities contained in any bid. No bid may be withdrawn for a period of thirty (30) days after scheduled time of receipt of bid.

### **V. Submission of Bid/Bid Opening Time**

All bids must be submitted on the attached "Proposal- Bid Sheet". Said bid shall be delivered to and time stamped by the **Finance Department, First Floor Window, 20 West Pike Street, Covington, KY 41011** no later than **2:00 p.m.**, prevailing time, **Wednesday, April 25, 2018**. Envelopes shall be closed, sealed and marked "**Sale of Surplus Real Property- 249 Pershing Avenue**".

Bids will be opened and read in public by the City Clerk, or her alternate, at that time and date in the 1<sup>st</sup> floor Commission Chambers, 20 W. Pike Street, Covington, KY 41011.

## **VI. Payment**

The successful bidder is responsible to close and make payment for the surplus 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.

## **VII. Conditions of Sale**

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.

The Purchaser shall bear the responsibility for any associated closing costs and recording fees related to the transfer of the Property.

## **VIII. General Terms /Submission Requirements of Invitation for Bid**

- A. **Non-Discriminatory Statement.** The City expressly prohibits discrimination of any kind or manner. The City does not discriminate against any individual or vendor/ provider based on disability, age, sex, race, color, religion, ancestry, national origin, sexual orientation, gender identity, familial status, marital and/or parental status. City of Covington Code of Ordinances § 37.01
  
- B. **Governing Law.** This IFB and any agreement resulting from this IFB shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. Any dispute arising under this IFB or any agreement resulting from this IFB shall be resolved in a court of competent jurisdiction in Kenton County, Kentucky.
  
- C. **Acceptance of Terms and Conditions.** By submitting a Bid, the Bidder acknowledges and agrees to be bound by the terms and conditions herein.
  
- D. **Conflicts of Interest.** By submitting a Bid, Bidder acknowledges that it is aware of the prohibitions against gratuities, kickbacks, and conflicts of interest as set forth in KRS 45A.455, and agrees that it shall not violate those provisions. The terms of KRS 45A.455 are specifically incorporated herein.
  
- E. **Non-Collusion Affidavit.** Each Bidder must execute and include a copy of the attached Non-Collusion Affidavit with its Bid.

- F. **Campaign Finance Affidavit.** Each Bidder must execute and include a copy of the attached Campaign Finance Affidavit with its Bid.
- G. **Fraud Hotline.** All contractors and suppliers 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](http://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
- H. **Claims Against the City.** In consideration for the right to respond to this IFB, Bidder, 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 IFB, 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.

# PROPOSAL

## *(BID SHEET)*

The undersigned hereby proposes to purchase and redevelop the following real estate from the City of Covington, Kentucky in accordance with the Invitation to Bid dated (insert date here) and at the following price:

**Property:** 249 Pershing Avenue, Covington, Kentucky 41011

**Bid Price:** \$ \_\_\_\_\_ (minimum bid \$5,000.00)

Signed: \_\_\_\_\_  
(Individual, Corporation, Firm or Company)

BY: \_\_\_\_\_  
(Print Name of Officer, Authorized Individual or Owner)

Title: \_\_\_\_\_

Mailing  
Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

E-Mail: \_\_\_\_\_

## 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 **249 Pershing Avenue, 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,

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Print Name

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Signature- Interested Party

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Date





**NON-COLLUSION AFFIDAVIT OF BIDDER**

STATE OF \_\_\_\_\_:

SS:

COUNTY OF \_\_\_\_\_:

\_\_\_\_\_ being first duly sworn, deposes and says that he is

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

of \_\_\_\_\_, who on \_\_\_\_\_

(Name of Bidder)

(Date Bid Submitted)

20\_\_, submitted to \_\_\_\_\_

\_\_\_\_\_ a bid as set forth in the attached copy; that all statements of fact in such bid are true; that such bid was not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization, or corporation; that such bid is genuine and not collusive or sham; that said bidder 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 bidder or anyone else interested in the proposed contract; and further, that prior to the public opening and reading of bids, said bidder,

- (a) did not directly or indirectly, induce or solicit anyone else to submit a false or sham bid;
- (b) did not directly or indirectly, collude, conspire, connive or agree with anyone else that said bidder or anyone else would submit a false or sham bid, or that anyone should refrain from bidding or withdraw his bid;
- (c) did not, in any manner, directly or indirectly, seek by agreement, communication or conference with anyone to raise or fix the bid price of said bidder or of anyone else, or to raise or fix any overhead, profit or cost element of his bid 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 bidder in his business; and

- (e) did not include in his bid price any fees, dues, charges, or assessments because required to do so by reason of his 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 would do so.

Signed: \_\_\_\_\_

Title: \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

(SEAL OF NOTARY HERE)

\_\_\_\_\_

Notary Public in and for

\_\_\_\_\_

My commission expires \_\_\_\_\_.

++ END OF NON-COLLUSION AFFIDAVIT OF BIDDER ++

**CAMPAIGN FINANCE AFFIDAVIT OF BIDDER**

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 \_\_\_\_\_,

(Name of Bidder)

(Date Bid Submitted)

20\_\_, submitted to \_\_\_\_\_

\_\_\_\_\_ a bid as set forth in the attached copy; that bidder has not knowingly violated any provision of the campaign finance laws of the Commonwealth and the award of a contract to the bidder would not violate any provision of the campaign finance laws of the Commonwealth.

Signed: \_\_\_\_\_

Title: \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

(SEAL OF NOTARY HERE)

\_\_\_\_\_

Notary Public in and for

\_\_\_\_\_

My commission expires \_\_\_\_\_.

++ END OF CAMPAIGN FINANCE AFFIDAVIT OF BIDDER ++