

COMMONWEALTH OF KENTUCKY  
FINANCE AND ADMINISTRATION CABINET  
DIVISION OF REAL PROPERTIES

INVITATION FOR BIDS

# FOR LICENSE

## Operation of Cumberland Falls Waterfall Viewing Concession

Cumberland Falls State Resort Park  
Administered by the Department of Parks  
Corbin/Whitley County, Kentucky

INVITATION NO: 03092026

BID OPENS: March 9, 2026

### INSTRUCTIONS TO BIDDERS

(1) Bid must be submitted on the "Form of Proposal" included within and made part of this invitation, appropriately signed and received at the Division of Real Properties, State Properties Branch, Bush Building, 3rd Floor, 403 Wapping Street, Frankfort, Kentucky 40601-2607, no later than the specified "bid opening" date and time.

(2) The Commonwealth of Kentucky reserves the unqualified right to reject any or all bids.

(3) Bids will be "publicly" read aloud, and Bidders may access the bid opening through a conference call. To access the conferencing bridge, Bidders may either dial 502-782-CONF (2663). Bidders will be prompted to enter a code. Enter conference ID 240522021, then PRESS #. Enter Participant ID 77330. PRESS #. Please be mindful that the conference call will not begin until the Moderator (Buyer: Jamie Bryant) is logged in

and the conference call will end once the Moderator disconnects the call.

(4) For further information or to obtain a copy of the bid package, contact Jamie Bryant, Division of Real Properties, Bush Building, 3rd Floor, 403 Wapping Street, Frankfort, KY 40601; [Jamie.Bryant@Ky.Gov](mailto:Jamie.Bryant@Ky.Gov); or (502) 782-0363.

**GENERAL TERMS AND CONDITIONS  
INVITATION TO BID  
OPERATION OF A CUMBERLAND FALLS WATERFALL VIEWING CONCESSION**

Section I  
SCOPE OF LICENSE

At the request of the Department of Parks, the Division of Real Properties issues this Invitation to Bid on the license and use of the Department of Parks' premises for the privilege of operating a Cumberland Falls Waterfall Viewing Concession, at Cumberland Falls State Resort Park. This Concession will operate multiple rafting trips daily departing from the Beach Area at Cumberland Falls State Resort Park, paddling to view Cumberland Falls and returning. In addition, the successful Bidder may establish a temporary concession area on site at Cumberland Falls State Resort Park for daily operation of concession.

For additional information pertaining to Cumberland Falls State Resort Park, please visit <https://parks.ky.gov>.

The Commonwealth solicits bid proposals from prospective Bidders, who can demonstrate the necessary capability to finance, design and construct, maintain, operate and manage a waterfall viewing concession and adjacent parking lot, at optimum potential at Cumberland Falls State Resort Park. In consideration of the benefits derived from this attraction, and revenues derived, the Commonwealth is willing to License the Successful Bidder(s) the necessary property for an initial License period of one (1) year, beginning the date that the License Agreement is signed by the Secretary of Finance or upon approval of successful bid by Secretary of Finance and date of issuance of a right-of-entry to the Successful Bidder(s), and ending one year thereafter, with an option to renew for five (5) additional one (1) year renewal periods upon mutual consent.

Section II  
SITE VISIT

Bidders are urged and expected to inspect the designated site (see attached topographical map marked **Exhibit A**) and to satisfy themselves as to all general and local conditions that may affect the cost of compliance with the agreement, to the extent such information is reasonably obtainable. In no event will a failure to inspect the site constitute grounds for a claim afterward of the bid.

For further information concerning the exact location and access to the site, please contact: Maggy Kriebel, Resort Park Manager, Cumberland Falls State Resort Park, Corbin, Kentucky 40701, via phone (606) 528-4121, or email [Maggy.Kriebel@ky.gov](mailto:Maggy.Kriebel@ky.gov).

Contact should be limited to **only** scheduling a site visit to the park at least two business days prior to the deadline for submissions, and **no later than March 5, 2026**. The Park Manager, (Maggy Kriebel) shall maintain and forward to the Commonwealth Buyer (Jamie Bryant) a listing of those potential bidders, visiting the Park, as well as any questions from potential bidders. **The only official response to potential bidders' questions will be made in writing by an amendment to this bid package and posted on <https://vss.ky.gov/vssprod-ext/Advantage4>.**

### Section III PERFORMANCE

The Bidder shall assume responsibility for all costs involved in the operation and maintenance of the Cumberland Falls Waterfall viewing concession and ancillary supporting facilities, including furnishing all equipment, labor, supplies, etc.

The Bidder shall not engage nor permit their employees to engage in any offensive, injurious, or abusive use of the park premises or Bidder's equipment. All services shall be conducted in the highest professional manner that will be a credit to the park. Bidder shall maintain good order at all times and shall keep the park premises used by the Bidder in a clean and sanitary condition throughout the entire term of this agreement, whether operating or not.

The Bidder agrees and covenants not to engage in any illicit or unlawful business nor to engage in any illicit social relationships with park employees, vendors, performing artists, and park guests or any other entity that would interfere with the business activity contemplated in the resulting agreement or impair the public perception of the good image of "the Nation's Finest" park system of the Commonwealth of Kentucky during the term of the resulting license. The Bidder's failure to perform this term or condition is deemed to be a material breach of the resulting agreement.

Daily Waterfall Viewing Concession: Inquiries as to the physical facilities at the location should be made to the Park Manager or the Department of Parks, Division of Recreation, at ParksRec@ky.gov. The resulting agreement shall merely give the successful Bidder the privilege to operate a daily rafting concession on park premises and to use certain park structures and premises as herein specified.

Additional Permit/Notification Requirements: Successful Bidder must acquire any additional necessary permits from the United States Forest Service, Daniel Boone National Forest.

Successful bidder shall also notify and receive written approval from the Office of Kentucky Nature Preserves, 300 Sower Building, Frankfort, KY 40601 or by contacting naturepreserves@ky.gov.

Maximum Cost: The maximum cost per raft ride shall be recommended and submitted by the Bidder, with final approval of the maximum cost determined by the Department of Parks, prior to beginning operations. Thereafter, the Bidder may request, in writing, a price adjustment, only between the months of June 15 and August 15 of each year.

Current rates: Current rates shall be posted upon the park premises at a central location of the Cumberland Falls Waterfall Viewing Concession area.

Customer Hold Harmless Disclaimer: Customers shall sign a "Hold Harmless Disclaimer" at the time of purchasing tickets for the Cumberland Falls Waterfall Viewing Concession, for the benefit of the vendor and the Park. The vendor shall provide a copy of their Hold Harmless to the Department of Parks for review and approval.

Ancillary Supporting Facilities: Bidder shall be responsible for all costs associated with the installation and maintenance of a temporary mobile type structure (including extending utilities to site) to be located on the licensed premises for the operation of a waterfall viewing concession and any other ancillary supporting facilities and all costs associated with the inventory of such operation. The waterfall viewing concession shall be open to the general public, The Bidder shall determine the size suitable for providing the office and ancillary supporting facilities. Any charges for electrical, water, and telephone services and any other utilities, which are incurred by the Bidder as the result of operating the waterfall viewing concession and water rafting shall be paid by the Bidder.

Such mobile improvements, and equipment so placed in or upon or attached to the premises shall remain the property of the Commonwealth, unless such improvements, and equipment can be removed without damage to the Commonwealth's property. Upon the removal of said improvements, structures, and equipment, or any portion thereof, the Bidder shall promptly repair any damage to the licensed premises resulting from the installation or removal of same and return the licensed premises to its original condition, at the Bidder's sole expense. Mobile structures and equipment not removed from the premises at the termination, cancellation or expiration of the resulting license shall become the property of the Commonwealth, which may, at its sole discretion, assess the Bidder the costs of removal or repair incurred by said Commonwealth as a result of the Bidder's failure, howsoever caused, to affect the removal or repair required herein.

The Department of Parks shall be responsible for ensuring that such provisions are enforced. Major deviations from these provisions will not be made without the prior written approval of the Division of Real Properties and the Department of Parks. Problems that arise under any aspect of performance should first be resolved between the Bidder and the Cumberland Falls State Resort Park and the Kentucky Department of Parks. If such problems and/or disagreements cannot be resolved, either party in writing should refer them to the Division of Real Properties for settlement.

#### Section IV HOURS OF OPERATION

The Waterfall Viewing Concession shall operate from at minimum, Wednesday through Sunday as safe daylight hours & weather conditions allow. These hours and days may be extended at the discretion of the awarded bidder as seasonal daylight hours and weather dictate. All deviations from the schedule above should be approved by the Department of Parks. The operating schedule for the balance of the year shall be at the mutual consent of the park and the Bidder. Any variation from the park hours during June through August shall require a request from the Bidder to the park manager 48 hours prior to the proposed schedule variation and approval by the park manager.

#### Section V PROTECTION OF WORK, PROPERTY, EMPLOYEES, AND PUBLIC

The Licensee shall continuously maintain adequate protection of all its work from damages and shall protect the Licensors' property from injury or loss arising in connection with this License. The Licensee shall make good any such damage, injury, or loss.

The Licensee shall take all necessary precautions for the safety of employees on the work site and shall comply with all applicable provisions of the Kentucky workers compensation laws and all federal, state, and municipal safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to the premises where the work is being performed. The Licensee shall designate a responsible member of its organization on the work site as safety officer, whose duty shall be to enforce safety regulations.

The bidder's employee(s) shall be attired in appropriate uniforms/clothing.

Bidder's employees shall have the knowledge and offer information regarding Cumberland Falls State Resort Park such as: location of all facilities and hours of operation.

Bidder shall offer select employee(s) of Cumberland Falls State Resort Park, one free trip in order to familiarize them with the operation. These employees include Park Management, recreation and front desk staff that regularly interact with guests while on park.

Bidder's employee(s) shall have River Rescue training provided by a nationally recognized and/or certified training provider and provide copies of the certificates for each employee to the Department of Parks. Any questions regarding approved training requirements for employees should be provided to the Department of Parks for agreement on prior to beginning operations.

The Bidder shall not advertise or otherwise communicate there is an additional fee to pay to park on the licensed premises or to pay for access to the licensed premises and shall not include add on costs associated with the water falls rafting concession.

The Bidder must seek approval from Parks for design and color of clothing, concession establishment, and boats, etc.

#### Section VI DEPOSIT

A deposit for each Bid equal to **\$500** shall be due and payable to the Commonwealth as "Kentucky State Treasurer" and submitted with Bidder's Bid ***no later than MARCH 9, 2026***. Bid deposit(s) shall be returned to unsuccessful Bidder(s). Bid deposit of successful Bidder shall be kept and amount deducted from first month's rental due to the Commonwealth.

#### Section VII METHOD OF AWARD

The license will be awarded for use of the Cumberland Falls Waterfall Concession, on a highest bid amount to that responsible, responsive Bidder(s) whose offer conforming to this Invitation to Bid will be most advantageous to the Commonwealth. The Commonwealth reserves the right to reject any and all bids and to waive technicalities. The Bidder's past performance under lease shall be a consideration and may be a factor in the award of the license.

Section VIII  
LICENSE PERIOD

Upon acceptance of bid, the term of resulting license agreement will be for the period beginning the date of execution of the license agreement by the Secretary of the Finance and Administration Cabinet and terminating one year thereafter. At expiration, the license may be renewed and extended for five (5) additional one (1) year renewal periods, upon mutual consent of the parties.

The Commonwealth of Kentucky reserves the right to renegotiate any terms and/or conditions as may be necessary to meet requirements for the extended period. The Bidder shall be advised of any proposed revisions prior to the renewal period. In the event proposed revisions cannot be agreed upon, either party shall have the right to withdraw from either exercising the option or continuing the license in an extended period.

The Bidder's use of the premises and operation of the Cumberland Falls Waterfalls Concession are subject to, and the Bidder shall comply with, all applicable state and federal statutes and regulations.

Section IX  
RENTAL PAYMENT

Bidders shall submit payment for a percentage of gross receipts derived from the operation of Cumberland Falls Viewing Concession (excluding Kentucky and federal sales or excise taxes).

The Bidder shall complete the Park's Concession Report and deposit the park's percentage of gross receipts to the Park Manager or Business Manager no later than the 10<sup>th</sup> (tenth) day of the following month in which the receipts are generated. Beginning the 11<sup>th</sup> day a one (1%) percent late penalty fee shall be added each day payment is not received.

The balance of the license payment for the term of the resulting license shall become due and payable within thirty (30) calendar days of the acceptance of the successful bid. Payment shall be made payable to Cumberland Falls State Resort Parks, 7351 Highway 90, Corbin, KY 40701.

Section X  
CANCELLATION OF LICENSE

The Commonwealth reserves the right to cancel the license for convenience when requirements under the license no longer exist, or changes in general conditions render the license as not responsive to the needs of the Commonwealth. A written notice will be given to the Bidder(s) at least thirty (30) days prior to such proposed termination date. Upon the termination date specified in the written notice, all privileges of Bidder shall cease, and Bidder shall no longer be permitted to use park structures or premises and shall remove any personal property of Bidder from premises by the cancellation date. Upon cancellation of the resulting license, the Bidder shall remove its personal property and restore the park premises and structures used in Bidder's operation in as good a condition as of the date the license was entered into by the parties. Reasonable wear and tear and damage by the elements is expected.

Section XI  
ROUTINE MAINTENANCE

The bidder shall be responsible for daily clean-up and maintenance, at its sole expense.

Bidder shall maintain a clean and litter-free area throughout the leased premises.

The Cumberland Falls Waterfalls operation and rafting excursion ready for tourists by 10:00 a.m.

**Absolutely no smoking, vaping, or chewing tobacco** is permitted in or around the facilities or in guest view. Appropriate “No tobacco” signs will be posted. Patrons or concessionaire shall not permit smoking, vaping, or chewing tobacco on the premises at any time and concessionaire shall inform riders or/and shoppers of the “No Smoking, vaping or chewing tobacco” requirement. Persons smoking in authorized areas shall insure their cigarettes and ashes are properly extinguished and discarded.

Section XII  
UTILITIES

All costs for utilities required for development/operation of the Cumberland Falls viewing concession and rafting excursion, and the mobile office/ticket sales area, shall be borne by the Bidder. The Bidder shall also be responsible for paying all costs associated with the monthly use of utilities and shall be solely responsible for paying all costs related to any telephone services required for this project.

Section XIII  
ALTERATIONS/RENOVATIONS OF THE LEASED PREMISES

The parties hereto agree that the premises are to be utilized in their “as is” condition.

The Bidder shall not renovate or alter the licensed premises, erect structures, or install equipment in or upon the licensed premises. The Commonwealth shall not provide any structural, electrical, or other infrastructure support for the Cumberland Falls viewing and rafting excursion.

Section XIV  
HOLD HARMLESS

The bidder shall hold the Commonwealth harmless from any and all claims, demands, actions, costs and charges to which the park may be subject or which the park may have to pay by reason of any injury to an person or property, or loss of life or property, resulting from or in any way connected with the Bidder’s privilege to operate a Cumberland Falls viewing concession and a rafting excursion on park premises, unless such injury or loss arises solely from the negligence of the agents or employees of the park. Bidder shall, at his sole expense, assume the defense of such claims and actions for damages arising out of such injuries or losses that may be brought against the park by third persons and shall pay any such judgements that may be rendered in such actions.

Injuries to persons related in any manner to the operation of the Cumberland Falls viewing concession and/or rafting excursion shall be reported to the park manager immediately. An accident report will need to be filed with the park manager as soon as possible.

Section XV  
INSURANCE

The Bidder(s) shall indemnify and save the Commonwealth harmless from any and all claims, demands, damage actions, costs, including attorney's fees, and charges to which the Bidder any be subject or which said Commonwealth may have to pay by reason of any injury to any person or property, or loss of life or property resulting from or in any way connected with the character, or use of the structures, premises, or any means of ingress thereto or egress therefrom described herein. The Bidder shall, at its own expense, assume the defense of any such claims and actions for damages arising out of such injuries or losses which may be brought against the Commonwealth by third persons, and shall pay judgements which may be rendered in any such actions.

Bidder shall carry and maintain public liability insurance, during the term of the resulting agreement, in the minimum amounts of \$300,000.00 per person and an aggregate of \$1,000,000.00 per accident per personal injury, and \$100,000.00 Property Damage.

Said insurance policy shall name the Commonwealth as an additional insured and shall also provide that said policy shall not be subject to cancellation, termination or change without at least thirty (30) days prior written notice to the Commonwealth. Successful Bidder(s) must furnish a copy of its insurance policy to the Department of Parks prior to commencement of operations, and on an annual basis thereafter for the full term of the license and any renewals thereof.

After award of the license, the minimum liability amounts of required coverage established under this Section shall be subject to modification by the Commonwealth upon sixty (60) days written notice to the Successful Bidder(s).

Section XVI  
RECORDS AND INSPECTION

The Bidder shall keep adequate records, books and accounts covering the business operation conducted upon the premises, in such form as the park/department may prescribe, including dates, times, etc. Such records and books of account shall be open for inspection or audit by the agents and employees of the park at all reasonable times. Bidder shall employ an independent audit agency to perform annual audits, when at the discretion of the Commonwealth an audit is required.

The Bidder, as defined by KRS 45A.030(10), agrees that the Finance and Administration Cabinet, the Auditor of Public Accounts, and the Legislative Research Commission, or their duly authorized representatives, shall have access to any books, documents, papers, records, or other evidence, which are directly pertinent to the resulting license for the purpose of financial audit or program review. Furthermore, any books, documents, papers, records, or other evidence provided to the Finance and

Administration Cabinet, the Auditor of Public Accounts, or the Legislative Research Commission, which are directly pertinent to the resulting license shall be subject to public disclosure regardless of the proprietary nature of the information, unless specific information is identified and exempted and agreed to by the Secretary of the Finance and Administration Cabinet as meeting the provisions of KRS 61.878(1)(c) prior or subsequent to the execution of the license. The Secretary of the Finance and Administration Cabinet shall not restrict the public release of any information that would otherwise be subject to public release if a state government agency were providing the service.

Section XVII  
TERMINATION FOR DEFAULT

If at any time during the period in which the resulting License Agreement is in effect, the Bidder defaults on any obligation incurred hereunder, then the Agreement shall be subject to termination by the Commonwealth with no right of recourse remaining in the Bidder. All rights and benefits herein conferred shall be deemed forfeited, and the Bidder covenants that it shall quietly surrender possession of the licensed premises to the Commonwealth, provided however, that before any termination shall occur under this Paragraph, the Bidder shall be given written notice and be allowed thirty (30) days from the date of receipt of such notice in which to cure such or noncompliance. If said default or noncompliance is cured within the above time period, then the License Agreement shall remain in full force and effect.

The procedure for termination of the License Agreement under this Paragraph shall be as follows:

- The Commonwealth shall deliver, by certified mail, to the Bidder, a “Notice of Termination” which shall specify (i) the reason(s) for termination of the License Agreement; (ii) the extent to which performance under this License Agreement is to be terminated; and, (iii) the date upon which termination shall become effective.
- The Bidder shall stop performance under the License Agreement on the date indicated and to the extent specified in said “Notice of Termination”, unless the default or noncompliance is cured within the time period stated in the notice.
- The rights and remedies of the Commonwealth provided in the Paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or in equity.

Section XVIII  
TAXES

The Bidder shall pay all taxes which may be lawfully imposed by the Commonwealth and its political subdivisions and shall secure and pay for all permits and licenses which may be required by the Commonwealth or a political subdivision.

Section XIX  
ASSIGNMENT

The Bidder shall not voluntarily, involuntarily or by operation of law assign, sublet, or otherwise transfer the License Agreement or any interest created therein, to any other person, association,

partnership, corporation or other entity without first obtaining in each and every instance the Commonwealth's prior written consent. Any attempt to assign, sublet, or otherwise transfer the License Agreement, or any interest created therein, without such consent shall be void. If an assignment, sublet or transfer is made with the consent of the Commonwealth, then the Bidder shall not be relieved from the performance of all terms, covenants and conditions of the License Agreement. If the Commonwealth to any such assignment, subletting, or transfer once gives consent, such consent shall not operate as a waiver of the necessity for obtaining the Commonwealth's consent to any subsequent assignment, subletting, or transfer. No assignment will be effective or binding against the Commonwealth until such time as the assignee executes an amendment, signed by all parties, reflecting such assignment.

Section XX  
INDEPENDENT CONTRACTOR STATUS

The Bidder shall be held to be an independent contractor and all persons employed by him/her in the exercise of the privileges granted therein shall be employees, agents and servants of Bidder only and not the park.

Section XXI  
MODIFICATIONS/CHANGES

No modification or change of any provision in this bid shall be made, or construed to have been made, except with the prior written agreement of both parties through an amendment to the License Agreement executed by all parties. Memoranda of Understanding and correspondence shall not be construed as amendments to the license.

If any provision of the license is declared or found to be illegal, unenforceable, or void, then both the park and the Bidder shall be relieved of all obligations arising under such provision. If the remainder of the license is capable of performance, it shall not be affected by such declaration or finding and shall be fully performed.

Section XXII  
ENTIRE AGREEMENT

This bid package represents the entire agreement between the parties with respect to the subject matter hereof and supercedes all prior negotiations, representations or agreements, either written or oral, between the parties hereto relating to the subject matter hereof and shall be independent of and have no effect upon any other agreement.

Section XXIII  
GOVERNING LAW AND VENUE

The laws of the Commonwealth of Kentucky shall govern this bid and the resulting License Agreement. Any legal proceeding against the Commonwealth or the departments regarding this agreement or any resultant agreement shall be brought in Commonwealth of Kentucky

administrative or judicial forms. Venue will be in Franklin County, Commonwealth of Kentucky.

In the event that either party deems it necessary to take legal action to enforce any provision of this Agreement, and in the event the park/department prevails, the Bidder agrees to pay all expenses of such action, including attorneys' fees and costs at all states of litigation, as set by the court or hearing officer.

Section XXIV  
DEFINITION OF GROSS RECEIPTS

“Gross Receipts” shall be the total amount of cash or credits received by the Bidder from ALL Business, including receipts from sale of tickets, food/grocery items, paraphernalia, souvenirs, any and all other incidental income, including the total sale of consigned items, resulting from the term of the License Agreement. Gross Receipts as defined in reference to revenue derived from any and all consigned items, such as vending machines, located on or about the properties, shall mean total dollar sales derived from the sale of said items, as opposed to commissions received by the Bidder.

Gross Receipts shall also include, for the purposes of the resulting License, Kentucky Tax, writing fees for licenses, and Federal Excise Tax on those items subject to it, which are exempt from the Gross Receipts for fee purposes.

Section XXV  
ADDITIONAL TERMS/CONDITIONS

Additional items/services, terms and/or conditions that come within the scope of the license agreement and are found to be needed by the department may be added to the license with the mutual consent of the Bidder and department.

FORM OF PROPOSAL (SEALED BID)

TO: Finance and Administration Cabinet  
Department for Facilities and Support Services  
Division of Real Properties  
Bush Building, 3rd Floor  
403 Wapping Street  
Frankfort, Kentucky 40601-2607

INVITATION NO: 03092026

BID OPENING DATE: March 9, 2026

BID OPENING TIME: 2:00 P.M. EDT

BID FORM

Subject to the General Terms and Conditions and Authentication of Bids and Affidavit of Non-Collusion and Non-Conflict of Interest, I propose to pay the Commonwealth of Kentucky the following amount:

For the license/use of the premises for the privilege of operating a waterfall viewing concession and ancillary supporting facilities, located within Cumberland Falls Resort State Park, I propose to pay the Commonwealth of Kentucky \_\_\_ percentage of gross receipts derived from the operation of the Cumberland Falls viewing concession and rafting excursion.

It is my recommendation that the maximum cost per raft ride shall be \_\_\_\_\_. The maximum length of the ride shall be \_\_\_\_\_.

**I have enclosed my Bid Deposit equal to \$500.00**, with a summary of past experience in operating water rafting excursion concessions, and retail business.

Prices quoted in this bid package shall remain firm for the initial period of the resulting license. After this time, prices are subject to revision, which may be either increases or decreases. Said revisions may be requested in writing. The requesting party must furnish documented evidence substantiating the validity of the request. The party to whom the request is presented must notify the requesting party of his decision within 30 days after receipt of the request or satisfactory supporting documentation whichever occur later. In the event the requested revision is refused, the requesting party shall have the right to withdraw from the license, without prejudice. Provided, however, that the Bidder must continue service, at the bid-specified price, until a new license can be established

NOTE: Minimum acceptable monthly bid amount for this agreement is ten percent (10%) of Gross Receipts derived from all concession operations on the premises by the Bidder.

A SOLE BIDDER MAY BE AWARDED A LICENSE AGREEMENT FOR THIS RFB.



**Required Affidavit for Bidders, Offerors  
and Contractors  
(KRS 45A.110 & 45A.115)**

**Affidavit Effective for One (1) Year from Date of Execution**

**Instructions:** Pursuant to [KRS 45A.110](#) and [45A.115](#), a bidder, offeror, or contractor ("Contractor") is required to submit a Required Affidavit for Bidders, Offerors, and Contractors to be awarded a contract, or for the renewal of a contract. An authorized representative of the contracting party must complete the attestation below, have the attestation notarized, and return the completed affidavit to the Commonwealth.

**Attestation**

As a duly authorized representative for the Contractor, I swear and affirm under penalty of perjury, that that the Contractor has not knowingly violated campaign finance laws of the Commonwealth of Kentucky and that the award of a contract will not violate any provision of the campaign finance laws of the Commonwealth. For purposes of this attestation, "Knowingly" means that the bidder or offeror is aware or should have been aware of the existence of a violation. The bidder or offer understands that the Commonwealth retains the right to request an updated affidavit at any time.

_____	_____
Signature	Printed Name
_____	_____
Title	Date

Bidder or Offeror Name: \_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

Commonwealth of Kentucky Vendor Code (If known): \_\_\_\_\_

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

State of: \_\_\_\_\_ Notary: \_\_\_\_\_

County of: \_\_\_\_\_ My Commission Expires: \_\_\_\_\_

