

(9/9/16)

COMMONWEALTH OF KENTUCKY
FINANCE AND ADMINISTRATION CABINET
DIVISION OF REAL PROPERTIES

INVITATION FOR BIDS

FOR LICENSE

Model Aircraft Flying Site

E.P. Tom Sawyer State Park
Administered by the Department of Parks
Jefferson County, Kentucky

INVITATION NO: 03152019
BID OPENS: Friday, March 15, 2019 @ 3 p. m.

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) Bidders are invited to attend bid openings.
- (4) If you plan to attend the bid opening and have a disability that requires accommodations, please contact our office by Thursday, March 14 so that reasonable arrangements can be made.
- (5) For further information or to obtain a bid package, contact Wendell Harris, State Properties Branch, Division of Real Properties, Bush Building, 3rd Floor, 403 Wapping Street, Frankfort, KY 40601-2607 (ph: 502-564-9831 or email: wendell.harris@ky.gov), Nick Price, Park Manager, E.P. Sawyer State Park, 3000 Freys Hill Rd, Louisville, KY 40241-2172 (ph: 502-429-3280 or nick.price@ky.gov).

GENERAL TERMS AND CONDITIONS
INVITATION TO BID
E. P. Tom Sawyer State Park

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/use of the Department of Parks' existing, model aircraft flying site (as shown on the attached Exhibit), to operate a model aircraft flying area and activities located at E. P. Tom Sawyer State Park.

Bids quoted in response to this Invitation to Bid shall be for a stated monetary sum which the Bidder will pay to the Commonwealth to utilize the property and operate the model aircraft flying program at E. P. Sawyer State Park.

Section II
SITE VISIT

Bidders are urged and expected to inspect the designated site (see attached topographical map) 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 AFTER AWARD OF THE BID

Note: For further information concerning the exact location and access to the site, please contact: Nick Price, Park Manager, E. P. Tom Sawyer State Park, 3000 Freys Hill Rd, Louisville, KY 40241-2172. Phone: 502-429-3280.

Section III
PERFORMANCE

The Bidder shall assume responsibility for all costs involved in the operation and maintenance of the model aircraft flying site, office/ticket sales area, and ancillary, supporting facilities, including furnishing all equipment, labor, supplies and etc. The Commonwealth will not be liable/responsible for damage to the aircraft site.

The Bidder shall not engage nor permit their employees to engage in any offensive, injurious, or abusive use of the park premises. All model aircraft flying events and 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.

Inspection: The agents and employees of the department shall have the right at all reasonable times during the term of this agreement to inspect the premises, equipment and personnel, owned used, or employed by the Bidder in its concession operation at the park.

Such improvements, structures and equipment so placed in or upon or attached to the premises shall remain the property of the Commonwealth, unless such improvements, structures, 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. 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 effect the removal or repair required herein.

Prior to initiating any renovation or alteration or construction to the licensed premises, such renovation or alteration or construction must be approved by the Commonwealth; the Division of Engineering/Finance and Administration Cabinet; and the Department of Housing, Building and Construction/Public Protection and Regulation Cabinet.

Bidder shall comply with all standards set by the State Fire Marshal’s Office, and the Kentucky Occupational Safety and Health Standards Board.

Nothing in the this bid package shall in any way be deemed or construed as constituting an order or request by the Commonwealth, expressed or implied, to any contractor, subcontractor, supplier, materialman, or laborer, for the construction of any improvements on, alteration to, or other improvements of the licensed premises; nor as giving the Bidder any right, power or authority to contract for or permit the rendering of any services or furnishing of materials that would give rise to the filing of any mechanic liens against the Commonwealth’s property or the Bidder’s license hold interest in the licensed premises by reason of work supplied to the Bidder. If a mechanic’s or materialman’s lien shall be filed against the licensed premises at any time, the Bidder shall immediately notify the Commonwealth in writing of such lien, and shall cause the same to be discharged within thirty (30) days after the notice of filing thereof by payment, deposit, bond, or Order of Court of competent jurisdiction or otherwise. If the Bidder, in good faith, disputes the validity or correctness of any lien, then the Bidder shall immediately notify the Commonwealth in writing of such dispute and may refrain from paying or causing the same to be discharged of record, but the Bidder shall diligently proceed to initiate and conduct appropriate proceedings to determine the correctness or validity of such lien. The Bidder shall not be deemed to be in default under resulting agreement while such proceedings are being conducted in good faith by them. However, if the Bidder fails to cause any such lien to be discharged with the period aforesaid or fails to contest the same as provided above, the Bidder shall be deemed to be in default of the resulting agreement, which shall be a basis for termination of said agreement under the “Termination for Default”

condition contained 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 agency. If such problems and/or disagreements cannot be so resolved, either party in writing should refer them to the Division of Real Properties for settlement.

Section IV
HOURS OF OPERATION

Any outdoor, organized program held pursuant to Section 5 herein shall commence no earlier than 7:00 a.m. and end not later than 9:30 p.m. and Licensee shall be responsible for assuring that all visitors and participants have left the premises by 10:00 p.m., the Park closing time.

Section V
THE LICENSE

Purposes of the License: The purpose of this License is to permit the operation of the said model aircraft flying events for public activities and recreation.

Section VI
METHOD OF AWARD

The license will be awarded for use of the model aircraft flying site and operation of the E. P. Sawyer Model Aircraft Flying, 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 License shall be a consideration and may be a factor in the award of the license.

Section VII
LICENSE PERIOD

Upon acceptance of bid, the term of resulting license agreement will for the period beginning the date of execution of the license agreement by the Secretary of the Finance and Administration Cabinet and ending on December 31, 2029. At expiration, the license may automatic be extended for five (5) additional one (1) year periods. Each party must give thirty (30) days written noticed prior to automatic renewal date of January 1 each year in order to change any terms of the contract.

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 E. P. Sawyer Model Aircraft Flying events are subject to, and the Bidder shall comply with, all applicable state and federal statutes and regulations.

Section VIII
MINIMUM BID

The minimum bid accepted is \$10.00 per year, per person registered by a participating owner in addition to all monies over a working capital of \$5,000.00 which is in the Licensee's general fund (excluding monies retained in special funds for major purchases or capitalization projects such as mower replacement, site improvements, etc.) at the end of each business year. Monies or fees collected for advance registration will not be considered working capital for the current fiscal year.

Section IX
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 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 X
ROUTINE MAINTENANCE, PARK SERVICES AND IMPROVEMENTS

Licensee shall be responsible for keeping the licensed premises in a clean and sanitary condition during the hours of permitted use, and shall leave said premises in a clean and orderly condition upon completion of its use of the premises each day.

The Licensee shall construct, add, operate, or maintain no buildings, facilities, structures, landscaping, etc, of any kind on the premises, except such as are constructed, added, operated, and maintained in accordance with plans and specifications which shall first have received the written approval of the Kentucky Department of Parks. All such buildings, facilities, or structures as may be placed in or upon or attached to the licensed premises shall be and remain the property of the licensee, which may remove such buildings, facilities, or structures, or any thereof, the Licensee shall promptly repair any damage to the licensed premises resulting from installation or removal of the same. Structures not removed from the licensed premises at the termination of the License shall become property of the Licensor, which may, at its sole discretion, assess the Licensee the reasonable costs of removal or repair herein. All buildings, facilities, or structures of the License placed in or upon or attached to the licensed premises shall be so placed or attached at the sole risk of the said Licensee. The parties hereto expressly recognize the need for landscaping the premises in setting priorities for funding and development.

Section XI
UTILITIES

The Licensee shall be responsible for all payments of all utilities required by its performance or perpetuation of the activity describe in Section 5 herein.

Section XII
INDEMNITY, RELEASE AND INSURANCE

The Licensee shall indemnify and save the Licensor harmless from any and all claims, demand, damages, actions, costs, and charges to which Licensor may be subject or which Licensor may have to pay by reason of any injury to any person and the agents, offices, and employees thereof or property or loss of life or property resulting from Licensee's operation of said Model Aircraft Flying activities and program and conduct of public model aircraft flying events, activities unless such injury or loss arises solely from the negligence of Licensor. Licensee shall, at its own expense, assume the defense of such claims and actions for damages arising out of such injuries and losses which may be brought against Licensor by third persons, and shall carry public liability insurance and show proof of such insurance. It is understood and agreed that Licensee cannot control use of or access to the Park and said model aircraft site at other times and this indemnity agreement does not apply to injuries to any person or property or loss of life or property at times other than Licensee's operation of said model aircraft flying activities or when due to Licensor's negligence. Licensee's operation of said model aircraft flying shall consist of scheduled model aircraft flying events, activities, practices, maintenance, renovation, and development of the model aircraft flying site pursuant to Section 10 herein. It is understood that other organized groups per park approval may use the aircraft flying site.

Each participant shall sign the "Waiver of Liability" to release and discharge the Commonwealth, the E. P. Tom Sawyer State Park and employees and agents of said entities and the organized/participants of the Model Aircraft Flying activities or events of any damages, demands or action in any manner. Copies of all "Waiver of Liability" forms shall be submitted to the Commonwealth.

The Licensee shall be required to obtain from a reputable insurance company authorized to do business in the Commonwealth of Kentucky, and carry a liability or indemnity insurance policy providing as a minimum, a combined single limit of Two Million Five Hundred Thousand Dollars (\$2,500,000.00) for any number of persons or claims arising from any one incident with respect to bodily injuries or death resulting therefrom and \$2,500,000.00 for damage to property or persons resulting from the operation conducted on the licensed premises. The Licensee shall furnish a copy of the insurance policy to the Licensor prior to the commencement of the Licensee's operation on the licensed premises.

Section XIII
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 XIV
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 XV

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 XVI

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 XVII

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 XVIII

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 XIX

DEPARTMENT OF PARKS USE OF THE PREMISES

However unlikely, it is understood that the Department of Parks and other organized groups per

Parks approval may use the licensed premises under the limited conditions. Parks has the option to suspend use of the licensed premises during special events. These groups will be required to supplement site maintenance. All unforeseen events shall be identified in writing by the Department of Parks at least 90 days in advance as to give proper notice to the Licensee.

Section XX
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 XXI
CHANGE OF 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 XXII
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.

Section XXIII
ALTERATION OF PREMISES AND RESPONSIBILITY FOR LOSS

The bidder shall make no alteration to the license premises, except as set forth below:

- a). The Commonwealth, their agents and employees, shall not be responsible for loss of personal property or for personal injury of any member or participant of the bidder, or other injury of any member or participant of the bidder, or other individuals participating in the bidder's events and programs.

- b). The Commonwealth covenants and agrees that it will permit the Bidder to utilize the runway as shown on Exhibit B attached hereto and made a part hereof. The bidder, at its option, but in any event at its sole expense, may cause the runway to be paved. The model

aircraft flying site is a defined archaeological site known as site (15JF642) and may be eligible for a listing in the National Register of Historic Places. The successful bidder must consult with State Archaeologist prior to paving. The successful bidder will be required to obtain written approval from the State Archaeologist prior to the Commonwealth granting approval to pave.

c). The Commonwealth covenants and agrees that it will permit the bidder to provide a grass pit areas as shown on Exhibit B attached hereto and made a part hereof.

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. 03152019

BID OPENING DATE: March 15, 2019

BID OPENING TIME: 3 p.m. ET

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 to the Commonwealth of Kentucky the following amount:

For the license/use of the existing, designated model aircraft flying site for the operation/recreational of a model aircraft flying activities or events, located within the E.P. Tom Sawyer State Park, I propose to pay the Commonwealth of Kentucky \$_____ dollars for each person registered to participate in the model aircraft flying program.

(Minimum bid per participant registered is \$10.00)

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 finish 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 of 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 (usually about 60 days).

AUTHENTICATION OF BID AND AFFIDAVIT 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:

1. That I am the Bidder (if the Bidder is an individual), a partner, (if the Bidder is a partnership), or an officer or employee of the bidding corporation having authority to sign on its behalf (if the Bidder is a corporation);
2. That the attached bid or bids covering Kentucky Division of Real Properties Invitation No. 03152019 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 Bidder of materials, supplies, equipment, or services described in the Invitation To Bid designed to limit independent bidding or competition;
3. That the contents of the bid or bids have not been communicated by the Bidder or its employees or agents to any person not an employee or agent of the Bidder or its surety on any bond furnished with the bid or bids and will not be communicated to any such person prior to the official opening of the bid or bids;
4. That the Bidder is legally entitled to enter into the contracts with the Commonwealth of Kentucky and is not in violation of any prohibited conflict of interest, including those prohibited by the provisions of KRS 45A.330 to .340, 45A.990,164. 390 or KRS 11A.040 of the Executive Branch Code of Ethics; and,
5. That I have fully informed myself regarding the accuracy of the statements made above.

NOTICE

1. Any agreement or collusion among Bidders or prospective Bidders that restrain, tend 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.
2. Any person who violates any provisions of KRS 45A.325 shall be guilty of a felony and shall be punished by a fine not less than five thousand dollars (\$5,000.00), nor more than ten thousand dollars (\$10,000.00), nor be imprisoned not less than one (1) year, nor more than five (5) years, or both such fine and imprisonment. Any firm, corporation, or association which violates any of the provisions of KRS 45A.325 shall, upon conviction, be fined not less than ten thousand dollars (\$10,000.00), nor more than twenty thousand dollars (\$20,000.00).
3. If you plan to attend the bid opening and have a disability that requires accommodations, please contact out office by Thursday, March 14, 2019 so that reasonable arrangements can be made.

ANNUAL AFFIDAVIT FOR BIDDERS, OFFERORS AND CONTRACTORS

Affidavit Effective Date: _____
Affidavit Expiration Date: _____
Maximum Length One-Year

REQUIRED AFFIDAVIT FOR BIDDERS, OFFERORS AND CONTRACTORS PAGE 1 OF 2

FOR BIDS AND CONTRACTS IN GENERAL:

- I. Each bidder or offeror swears and affirms under penalty of perjury, that:
- a. In accordance with KRS 45A.110 and KRS 45A.115, neither the bidder or offeror as defined in KRS 45A.070(6), nor the entity which he/she represents, has knowingly violated any provisions of the campaign finance laws of the Commonwealth of Kentucky; and the award of a contract to the bidder or offeror or the entity which he/she represents will not violate any provisions of the campaign finance laws of the Commonwealth.
 - b. The bidder or offeror swears and affirms under penalty of perjury that, to the extent required by Kentucky law, the entity bidding, and all subcontractors therein, are aware of the requirements and penalties outlined in KRS 45A.485; have properly disclosed all information required by this statute; and will continue to comply with such requirements for the duration of any contract awarded.
 - c. The bidder or offeror swears and affirms under penalty of perjury that, to the extent required by Kentucky law, the entity bidding, 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, and will remain registered for the duration of any contract awarded.
 - d. The bidder or offeror swears and affirms under penalty of perjury that the entity bidding 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.
 - e. The bidder or offeror swears and affirms under penalty of perjury that the entity bidding is not delinquent engaged in, and will not for the duration of the contract engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which Kentucky can enjoy open trade, as defined in Executive Order No. 2018-905.
 - f. The bidder or offeror swears and affirms that the entity bidding, and all subcontractors therein, have not violated any of the prohibitions set forth in KRS 11A.236 during the previous ten (10) years, and further pledge to abide by the restrictions set forth in such statute for the duration of the contract awarded.

FOR "NON-BID" CONTRACTS (I.E. SOLE-SOURCE; NOT-PRACTICAL OR FEASIBLE TO BID; OR EMERGENCY CONTRACTS):

- II. Each contractor further swears and affirms under penalty of perjury, that:
- a. In accordance with KRS 121.056, and if this is a non-bid contract, neither the contractor, nor any member of his/her immediate family having an interest of 10% or more in any business entity involved in the performance of any contract awarded, have contributed more than the amount specified in KRS 121.050 to the campaign of the gubernational candidate elected in the election last preceding the date of contract award.

