

COMMONWEALTH OF KENTUCKY  
FINANCE AND ADMINISTRATION CABINET  
DIVISION OF REAL PROPERTIES

INVITATION FOR BIDS

# FOR LICENSE

## State-Owned Real Property

Mixed Timber Harvest and Sale  
Grayson Lake WMA  
Carter County, Kentucky

Invitation to Bid: 06292021  
Bid Opens: Tuesday, June 29, 2021 at 3:00 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, 3<sup>rd</sup> Floor, 403 Wapping Street, Frankfort, KY 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. The bid forms or further information be may obtained, Monday – Friday, 8 a.m. – 4:30 p.m., EDT, by contacting Wendell Harris, Property Analyst, Division of Real Properties, at (502) 203-5051, or [wendell.harris@ky.gov](mailto:wendell.harris@ky.gov) or James Woods at (606)-474-8535 or [james.woods@ky.gov](mailto:james.woods@ky.gov) , Josh Frazier at (606)356-9910 or [josh.frazier@ky.gov](mailto:josh.frazier@ky.gov).
4. Anyone interested in the results of this bid opening may participate at the time and date listed by dialing 502-782-2663 and entering the participation code 42014.

**GENERAL TERMS AND CONDITIONS  
INVITATION TO BID  
SALE OF TIMBER**

**GRAYSON WILDLIFE MANAGEMENT AREA  
CARTER COUNTY, KENTUCKY**

**GENERAL TERMS AND CONDITIONS  
Scope of Project**

At the request of the Kentucky Department of Fish and Wildlife Resource, hereinafter referred to as the “KDFWR”, the Division of Real Properties issues this Invitation for Bids to harvest 25 tracts of timber adding up to approximately 365 acres of the Grayson Lake Wildlife Management Area, hereinafter referred to as “Grayson Lake WMA”. The area of interest and inventory data will be provided. The successful bidder shall have 3 years from the date of execution of the resulting license agreement to remove the subject timber from the units, as well as completing all requirements described in this contract. Persons interested in responding to this Invitation to Bid must submit the enclosed sealed bid form of proposal. ***All bids should be submitted on or before 3:00 p.m., Tuesday, June 29, 2021.*** This Invitation to Bid and the bidder’s response, when accepted by KDFWR, will govern any license agreement issued as a result of this Invitation to Bid. The license agreement shall commence on the date executed by the Secretary of the Finance and Administration Cabinet.

**TERMS AND CONDITIONS**

The harvesting of timber, as specified in this bid package, shall be in accordance with all terms and provisions specified herein. The timber sale area is within the Grayson Lake WMA property located in Carter and Elliott Counties, Kentucky. The timber sale boundaries contain approximately 365 acres. Due to United States Fish and Wildlife Service (USFWS) regulations, the cutting of timber/trees is only permitted from August 1- March 31. The winning bidder will also not be allowed to work on the first weekend in November due to the youth rifle hunt. The winning bidder can remove cut timber, dress and/or seed areas within the cutting boundary after March 31st but NO trees are to be cut or damaged under penalty of Federal Law. Boundaries and some leave trees will be marked by KDFWR prior to any operations by the bidder. The timber sale area boundaries will be definitively designated by blue slashes on trees, leave trees will be dotted with blue paint on the up and down hill side. The blue boundary paint will be visible from within the sale boundary and marked boundary trees are to be left standing and unharmed. All stems not marked as a leave tree with a DBH of 3 inches or greater within the timber sale area are to be cut. Leave trees will be marked with blue paint, all other trees are to be taken. It is expected that equipment will be cleaned to prevent the spread of exotic/invasive species on property owned by KDFWR.

This timber sale will be divided into 3 access areas, **Little Brushy Creek** (Area 1, Units 1 and 2), **Frazier Flats** (Area 2, Units 3,4,5,6,7,8,9,10,17,19,21, and 22), and **Deer Creek** (12,13,14,18,23,24,25,26,27,28, and 31). The winning bidder will bid on each access area separately (taking road improvements and rock tonnage into account), but will only open 1 access area at a time. Once the sale is awarded, the winning bidder will pay for the first access area (no particular order) which includes all units within that access area. More than 1 unit can be opened (with approval by KDFWR) within an access area until all units under that access area are completed and closed out, with specified rock amounts applied to road. At this point, the winning bidder will be permitted to move to the second access area and make payment. This process will continue until all 3 access areas are completed and closed out to our specifications.

It will be the bidder's responsibility to address issues on the WMA roads prior to use. This would include rock, dirt work, or drainage that might be needed to facilitate the harvest and extraction of timber. At the completion of each access area the successful bidder will be required to re-rock (1" DGA), grade, clean ditches, and replace culverts if necessary (18-24") on all WMA roads that were used in that access area, regardless if rock was put down prior to facilitate the harvest. At the completion of each access area the successful bidder will be required to show rock tickets showing they have purchased and used the required amount of rock.

**Little Brushy Access Area (3600' of road 250 tons)**  
**Frazier Flats Access Area (18,300' of road 1150 tons)**  
**Deer Creek Access Area (15,950' of road 1000 tons)**

This rock and maintenance work is to be completed to these specifications at the conclusion of timber harvesting at each access area. KDFWR reserves the right to pause logging operations to address drainage and sediment issues that may arise. It is important for bidders to account for rock and road improvements in their bid for each access area.

The purchaser shall make bond or deposit with the State by check or cash within 5 days of the signing of this contract for the sum of \$5,000 to be held in escrow against the full compliance by the purchaser of the conditions and requirements of this contract. A total bond payment of \$10,000, and the lump sum for the first (Access Area), is to be paid in full to the Commonwealth of Kentucky before any activity begins. Bids should indicate a lump sum payment for all timber products identified in each access area that will be paid to KDFWR on a per (Access Area) basis. Upon successful completion of the timber harvest and road work on all three access areas based on the above specifications, the \$10,000 bond will be released back to the winning bidder. The bidder will be responsible for providing receipts or invoices showing the amount of rock for road work in each access area was upheld. The \$10,000 bond or deposit will be forfeited to the state if the purchaser fails to fulfill all the conditions and requirements of the contract. If the logger is found to be falsifying tally sheets, cutting timber outside the harvest units, or neglecting **Best Management Practices**, then the logger forfeits their performance bond and any timber remaining to be harvested. If the fore mentioned conditions occur the logger will vacate the premises and all remaining timber immediately. Upon satisfactory completion to the state of this contract, the bond will be released back to the purchaser.

All improvements to the Grayson Lake WMA shall be removed prior to the expiration of the license or extensions thereof. Any improvements remaining on the premises shall become the property of KDFWR without recourse by the bidder, unless written authorization is issued by KDFWR.

It will be the responsibility of each bidder to examine and survey the areas on which logging operations will take place to make their own determination as to the logistics of removing timber from the above described tract(s). KDFWR must approve all ingress and egress routes to the tracts, skid trail locations prior to the commencement of logging activities, and it will be the responsibility of the bidder to build and maintain suitable skid trails to carry out the logging operation. No skid trails are to be built on ground with less than 15% slope, unless they are pre-existing. KDFWR has inventoried the tracts and our estimations are provided. It is the bidder's responsibility to determine their own timber assessment.

No marked leave trees may be harvested or purposely damaged during the timber operation. Accidental damage to mature hardwood trees must be minimized. Some damage to residual non-pulpwood or leave trees will occur, however damage must be minimized and damage will be assessed for each unit. Provisions for excessive damage will be as follows: for non-harvested trees greater than 6 inches in diameter at breast height, if damage exceeds 10%, a compensation of \$100 (one hundred dollars) per damaged tree above the 10% threshold will be assessed. Damage is defined as knockdown; topping or main stem breakage; over one-third of the main crown removed; stripping or removing bark on the butt log due to skidding; felling or other harvesting operations that exposes over 100 square inches of wood; or trees that are bent over 20 degrees from normal. Minor damage (damage under the specifications listed above) will not be assessed. Special consideration will be provided to account for weather or storm conditions that may occur during or directly before the harvest that might render a higher degree of harvest damage to the residual stand than would normally occur.

All telephone lines, ditches, bridges, roads, pipelines and fences located within or immediately outside the boundaries of the sale areas shall be protected by the bidder during cutting and logging operations. The bidder is required to notify the KDFWR if damage occurs and the bidder is responsible for repairs as soon as possible under the supervision of KDFWR. The bidder will be permitted to erect improvements to carry out the logging operation of this agreement, with all improvements being approved by KDFWR

All roads, trails, and streams shall, at all times, be kept free of logs, brush, and debris resulting from the cutting and logging operations under this license. The bidder is responsible for maintaining public roads and rights-of-way free of soil and logging debris. Practices must be undertaken to restrict the deposition of soil onto public roads. The bidder is also responsible for timely clearing of soil deposited onto public roads. If the bidder fails to keep them clear, then KDFWR will clear them and the bidder shall reimburse KDFWR for the cost.

The bidder assumes his/her full share of the maintenance of any established public and non-public roads and bridges that he/she may use in conducting the operations of cutting and logging the timber under this license. The bidder agrees to maintain during operations said roads and bridges in as good a condition as prior to the beginning of operations. WMA roads that are open to public vehicular traffic must remain open to the public and in acceptable quality for passenger vehicles. Any paved roads used by the contractor must be returned to a condition as good as their condition prior to the beginning of the logging operations at the sole expense of the bidder.

Issues that may arise regarding damage to county-owned and maintained roads by the contractors' equipment and hauling trucks will be the responsibility of the contractor and will not be the responsibility of KDFWR.

The bidder must use all appropriate Best Management Practices for water quality protection as specified by the Kentucky Forest Conservation Act. The KDFWR must approve all stream and channel crossing locations. Improved stream and channel crossings must be used where appropriate and approved by KDFWR prior to installation. All units adjacent to streams must retain a 50' ground distance buffer (regardless of classification), where no trees are to be taken. No skid trails are to be placed within 100' (ground distance) of any intermittent or perennial stream. All active skid trails will have temporary water control structures installed daily between December-March. Retirement of landings, haul roads, and skid trails shall be completed in accordance with the appropriate Best Management Practices (BMPs) referenced above including: the elimination of berms, removal of ruts, and other practices needed to resurface roads, trails, and landings; installation of permanent water control structures; preparation of seedbed; application of seed (seed mixes must be approved by KDFWR); and application of as indicated by soil testing and/or direction from KDFWR. Once landings, haul roads and skid trails have been retired they are to be seeded with the seed mixtures mentioned below. Purchase and application of seed is the responsibility of the winning bidder, any deviation to the seed mixture must be approved by KDFWR. Seed mixes are as follows, for anything below 10% slope- 4# ladino white clover, 4# white clover and 50# wheat. These rates are per acre and should be mixed together and sown. For anything 10% slope and over 8# white clover and 100# wheat per acre.

The bidder agrees not to pollute any streams of the sale area, and to keep the streams and water resources free from soil and logging debris and trash generated from logging operations on said area, and will forever protect, indemnify and hold harmless KDFWR from any and all claims, costs, prosecutions, or actions resulting from any violations by him.

**(All skid trails are to be water barred and seeded)**

(Distances between water bars for retirement of skid trails)

<u>Skid Trail % Slope</u>	<u>Spacing (slope distance in Feet)</u>
1	400
2	245
5	125
10	78
15	58
20	47
25	40
30	35
35	32
40	29

The winning bidder or representative will be required to sign and acknowledge a Unit Entrance/Exit checklist, which summarizes KDFWR's expectations for each unit. Periodic inspections will be conducted and require a signature for each visit as well. If a contract extension is needed, reasonable progress needs to be shown within the original (3) year agreement.

During the term of this license, the bidder agrees to exercise all means in his power to prevent the start of and to suppress all forest fires on the licensed area and in its vicinity. The bidder is responsible for contacting KDFWR and appropriate local authorities in the event of a fire. No fire for any purposes is allowed on the logging operation without approval of KDFWR.

During high and extreme fire hazard weather, KDFWR may prohibit logging. KDFWR reserves the right to suspend logging (harvesting and hauling) operations when weather conditions will lead to rutting that cannot be fixed with equipment that is available and on-site or conditions are deemed as such to produce long-term impairment of the water bodies.

All operations being carried out by the bidder for the cutting and removal of the timber under this sale may be suspended by KDFWR if the conditions and requirements contained in this license are disregarded. Continued failure to comply with any one of the stated conditions and/or requirements shall be sufficient cause for the termination of this license.

Complaints or disagreements by the bidder as to any actions taken by KDFWR respecting this license shall not be considered unless made in writing within thirty (30) days of such action causing a complaint or disagreement by the bidder to the Director of KDFWR. The decision of the Director shall be final in the settling of complaints and disagreements on the part of the bidder as they pertain to the interpretation of the regulations and provisions of this bid package.

When timbering operations are in progress, the bidder shall have, at all times, at the site of activities, a representative who shall be authorized to receive, on behalf of the bidder, any and all notices and instructions in regard to the conditions and requirements set forth in this license and to take such action as may be required under the terms of this license. ***A Kentucky Master Logger must be present on the harvest site at all times while harvesting activities are underway.*** KDFWR will provide contact personnel that will be available on-site in a reasonable period of time.

All records of the bidder as they pertain to the operations being carried out under the terms of this sale shall be open to inspection at any time by KDFWR.

The bidder shall have no right or license to use any part of the area outside the boundary of the area herein described, unless the bidder shall have obtained special written permission from KDFWR describing the limitations of such use.

The mineral and right-of-way rights over, on, in, and under the sale area herein described are in no way affected by this license. KDFWR, nor any licensee, nor successor, nor assignee of it shall be liable to the bidder for any damages because of the exercise of their rights, however, or by whomever conducted, and that the bidder agrees to hold KDFWR harmless from any claims for such damages on the part of the bidder. The successful bidder should coordinate the logging operation at all times with the KDFWR Wildlife Biologist or Forester. KDFWR does not undertake the responsibility to furnish right-of-way over lands belonging to others.

The term "bidder", as used in this sale, shall include and mean any and all representatives of the bidder, his or her employees, individuals or groups with whom the bidder may contract, and the contracting party's employees.

The bidder agrees to comply with all applicable state, federal, and local statutes, rules, and regulations. This includes but is not limited to those involving worker's compensation insurance, OSHA, child labor, and other laws governing timber harvesting.

The license agreement resulting from this bid proposal shall not be assigned in whole or part.

Timber is to be taken on a "where is", "as is" basis without recourse. **KDFWR makes no warranty or guaranty as to the quality, quantity, condition, size, and/or description of timber sold under this contract. A site visit prior to the submission of bid is encouraged.**

KDFWR will be primarily responsible for ensuring that all such provisions are enforced. Major deviations from these provisions will require the prior written approval of the Division of Real Properties and KDFWR. Problems, which arise under any aspect of performance, should first be resolved between the licensee and KDFWR. In the event problems and/or disagreements cannot be resolved, they should be reduced to writing, and referred to the Division of Real Properties for settlement. KDFWR reserves the right to terminate the license immediately for cause in the event of any material breach of these terms and conditions and for convenience.

*As a guarantee of faithful performance of the conditions and requirements of this sale, the bidder agrees that all monies paid under this license shall, upon failure to comply and fulfill all conditions and requirements herein set forth, be retained by KDFWR to be applied as far as may be to the satisfaction of his obligations assumed hereunder.*

It is agreed by the parties hereto that all questions as to the execution, validity, interpretation, construction and performance of the resulting License Agreement shall be governed by the laws of the Commonwealth of Kentucky. Furthermore, the parties hereto further agree that any legal action, which is brought on the basis of said Agreement, shall be filed in the circuit court of Franklin County, Kentucky.

NOTE:

The license will be awarded for the harvest and sale of timber from approximately 365 acres on a highest lump sum bid (All Access Areas less Road Work) to that responsible, responsive bidder whose offer conforming to this Invitation to Bid will be most advantageous to KDFWR. KDFWR expressly reserves the right to reject any or all bids and to waive technicalities and minor irregularities in form of bids submitted. Any bidder's past performance under license shall be a consideration and may be a factor in the award or denial of the license.

Additional terms and conditions may be added to the agreement, as mutually agreed and as necessary between the parties. Nothing in this license shall be construed to convey or grant any right, title, interest, estate, claim, or demand in or to the licensed premises other than the right to use licensed premises for the purposes and under the terms and conditions stated in this license.

The bidder agrees to indemnify, defend, and hold harmless KDFWR, its officers, agencies, and employees from:

- (a) Any claims or losses for services rendered by the bidder, person, or firm performing or supplying, services, materials, or supplies in connection with the performance of the license.
- (b) Any claims or losses to any person or firm injured or damaged by the erroneous or negligent acts of the bidder, its officers, or employees in the performance of the license.
- (c) Any failure of the bidder, its officers, or employees to observe Kentucky laws, including, but not limited to labor laws and minimum wage laws.
- (d) The bidder agrees that all goods and chattels placed in or about the property shall be at the sole risk of the bidder, and KDFWR shall not be liable for injury or damage to property from any cause.

For further Information concerning this sale, the exact location and access to the site, please contact James Woods @ (606) 474-8535, Public Lands Biologist or Josh Frazier @ (606) 356-9910, Wildlife Forester

Information Required in Each Offer

- 1. Contact: Include the name and phone number of the individual who is to be the principal contact with KDFWR.
- 2. Signature: The principal contact must include his/her signature on the bid proposal.
- 3. References: Contact information for up to three (3) landowner references should be provided in the proposal. These landowners will have had timber harvested on their properties within the past five (5) years by the bidder. If no previous timber harvesting has been conducted by the bidder, then character or other work references should be provided.
- 4. Bid: Include a bid amount (lump sum payment for all timber, pulpwood and sawtimber) which will be paid to KDFWR upon the sale of timber harvested under this contract.

Qualifications

After determining that a bid proposal satisfies the requirements of this project, the Commissioner of KDFWR, or a designee, will evaluate the bid proposal based on the following subjective factors.

- 1. Bid Amount.....95%
- 2. Years in Business.....5%

KDFWR reserves the right to conduct discussions/meetings with any offeror to determine their qualifications for further consideration. Discussions shall not disclose any information derived from bid proposal submitted by other offerors.

After determining the best bid proposal received, KDFWR may negotiate a fair and reasonable compensation rate based on the pricing submitted in the offeror’s bid proposal.



**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. 06292021 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 lessee 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 contracts with KDFWR of Kentucky and is not in violation of any conflict of interest, statute, including the provisions of KRS 45A.330 to 45A.340, 45A.990, 45A.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 which restrains, tends to restrain or is reasonably calculated to restrain competition by agreement to bid at a fixed price, or to refrain from bidding, or otherwise, is prohibited.
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), nor more than ten thousand dollars (\$10,000), imprisonment for 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), nor more than twenty thousand dollars (\$20,000).

**STATEMENT OF FINAL DETERMINATION**  
**OF VIOLATIONS PURSUANT TO KRS 45A.485**

Pursuant to KRS 45A.485, the Bidder shall reveal to DMA, prior to the award of a contract, any final determination of a violation by the Bidder within the previous five (5) year period of the provisions of KRS Chapters 136, 139, 141, 337, 338, 341, and 342.

For the purpose of complying with the provisions of KRS 45A.485, please list any final determination(s) of violation(s) of KRS Chapters 136, 139, 141, 337, 338, 341, and 342, which have been rendered against the Bidder within the five (5) years preceding the award of this contract. Please include the date of the determination and the state agency issuing the determination. (Please use extra sheets if necessary.)

KRS Violation

Date

State Agency

The Bidder is further notified that KRS 45A.485 requires that for the duration of this contract, the Bidder shall be in continuous compliance with the provisions of KRS Chapters 136, 139, 141, 337, 338, 341, and 342, which apply to the Bidder's operations. KRS 45A.485 further provides that the Bidder's failure to reveal a final determination of a violation of KRS Chapters 136, 139, 141, 337, 338, 341, and 342, or failure to comply with the above-cited statutes for the duration of the contract, shall be grounds for DMA's cancellation of the contract, and the Bidder's disqualification from eligibility to bid or submit proposals to DMA for a period of two (2) years.

**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 to the best of their knowledge:
  - 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 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 to the best of their knowledge:
  - 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 121.150 to the campaign of the gubernatorial candidate elected in the election last preceding the date of contract award.
  - b. In accordance with KRS 121.330(1) and (2), and if this is a non-bid contract, neither the contractor, nor the officers or employees of the contractor or any entity affiliated with the contractor, nor the spouses of officers or employees of the contractor or any entity affiliated with the contractor, have knowingly contributed more than \$5,000 in aggregate to the campaign of a candidate elected in the election last preceding the date of contract award that has jurisdiction over this contract award.

Solicitation/Contract #: \_\_\_\_\_

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

- c. In accordance with KRS 121.330(3) and (4), and if this is a non-bid contract, to the best of his/her knowledge, neither the contractor, nor any member of his/her immediate family, his/her employer, or his/her employees, or any entity affiliated with any of these entities or individuals, have directly solicited contributions in excess of \$30,000 in the aggregate for the campaign of a candidate elected in the election last preceding the date of contract award that has jurisdiction over this contract.

As a duly authorized representative for the bidder, offeror, or contractor, I have fully informed myself regarding the accuracy of all statements made in this affidavit, and acknowledge that the Commonwealth is reasonably relying upon these statements, in making a decision for contract award and any failure to accurately disclose such information may result in contract termination, repayment of funds and other available remedies under law. If the bidder, offeror, or contractor becomes non-compliant with any statements during the affidavit effective period, I will notify the Finance and Administration Cabinet, Office of Procurement Services immediately. I understand that the Commonwealth retains the right to request an updated affidavit at any time.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

Company Name \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Subscribed and sworn to before me by \_\_\_\_\_  
Affiant) Title)

I, \_\_\_\_\_ of \_\_\_\_\_ (Company Name) is \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

[Seal of notary] [My commission expires: \_\_\_\_\_]