COMMONWEALTH OF KENTUCKY
FINANCE AND ADMINISTRATION CABINET
DIVISION OF REAL PROPERTIES

INVITATION TO BID

FOR LICENSE

For the Operation of a Free Standing, Stand-Alone Wireless Automated Teller Machine (ATM)
AT

Natural Bridge State Resort Park

2135 Natural Bridge Rd
Slade, KY 40376

Invitation No: 06082018
Bid Opens: Friday, June 8, 2018 @ 3 P.M. ET

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, not later than the specified "bid opening" time and date.

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

(3) Bidders are invited to attend public bid Opening.

(4) For further information, contact Wendell.Harris@ky.gov, Property Analyst, State Properties Branch, Division of Real Properties, Bush Building, 403 Wapping Street, Frankfort, Kentucky 40601-2607, PH: (502) 564-9831, or tim.hibbard@ky.gov, (606) 663-2214.

(5) If you plan to attend the bid opening and have a disability that requires accommodations, please contact our office by Thursday, June 7 so that reasonable arrangements can be made.

GENERAL TERMS AND CONDITIONS

INVITATION TO BID

OPERATE AN AUTOMATED TELLER MACHINE (ATM)

SECTION I
Scope of Contract

Issued by Commonwealth of Kentucky (COK), Finance and Administration Cabinet (FAC) on behalf of Department of Parks (DOP) hereinafter referred to as the "Commonwealth", through the Division of Real Properties for License for:

> A free standing, stand-alone wireless automated teller machine (small footprint ATM, cash dispense) to be installed, operated, and maintained by the Bidder, located in the lodge of the Natural Bridge State Resort Park, 2135 Natural Bridge Rd, Slade, Kentucky 40376. The licensed premises shall be used exclusively for the operation of an ATM.

Bids submitted shall be for a stated monetary sum based on the ATM transaction fee. The bidder should also indicate any groups or affiliates that will not be charged a fee for use of the ATM.

SECTION II
License Period

The License Agreement established from this Sealed Bid will be for the period from upon date of execution of agreement by the Secretary of the Finance and Administration Cabinet to expiration one year thereafter, with the option to renew for five (5) additional one year periods, unless either party gives the other party 30 days prior written notice of its intent not to continue the license agreement.

The Bidder's occupancy and use of the licensed premises are subject to, and the Bidder shall comply with, all applicable state and federal statutes, rules and regulations.

SECTION III
Basis of Bid Quotations

Bids quoted in response to this Invitation shall remain firm for the initial license period of the resulting License Agreement. However, at the end of each license period and prior to any renewal of the resulting License, the Commonwealth shall review the current monetary consideration given by the Bidder and shall determine whether there is a need to increase the rental consideration paid by the Bidder. If the parties agree on a rental increase, then the License Agreement shall be amended to reflect the change.

SECTION IV
Site Visit

Bidders are required to inspect the site where services are to be performed to satisfy themselves as to all general and local conditions that may affect the cost of performance of the License; to the extent such information is reasonably obtainable. In no event will failure to inspect the site constitute grounds for a claim after award of the license. **The site visit will begin May 25, 2018 at 2 p.m. ET and ends June 4, 2018 at 4 p.m. ET.**

NOTE: For further information concerning the building that is being furnished and access to the gift shop, please contact Wendell Harris, Property Analyst, @ (502) 564-9831 or Tim Hibbard, Manager, @ (606) 663-2214.

SECTION V
Bid Deposit

Bidders are instructed to furnish a **Good Faith bid deposit of $100.00 as part of this bid**. This sum will be returned to all unsuccessful bidders. The bid deposit must be submitted by certified check or cashiers check made payable to the Kentucky State Treasurer.

SECTION VI
Method of Award

The resulting Agreement will be awarded for the license and operation of an ATM in the lodge of the Natural Bridge State Resort Park at the lowest bid amount to the responsible, responsive Bidder whose offer conforming to this Invitation for Bid will result in the best value and therefore be the most advantageous to the Commonwealth. The Commonwealth of Kentucky reserves the right to reject any and all bids and to waive technicalities.

SECTION VII
Service Performance

The Bidder must be a federally insured, organized financial institution, operating under the laws of the Commonwealth of Kentucky and capable of providing the ATM. The Bidder shall be responsible for any and all expenses associated with the installation/operation of the stand-alone Automatic Teller Machine (ATM) and other such services that are of the highest quality commensurate with industry standards prevailing in similar facilities in the general geographic area. The Bidder agrees to comply with such standards of quality as may from time to time be adopted by the Commonwealth.

The ATM must be a free standing, stand-alone wireless unit. The Department of Parks will determine the location of the ATM unit.

The Bidder shall have access to the ATM during all hours the lodge is open to the employees/public upon presenting proper identification to security personnel located at the building. The type of identification necessary for admittance to said building shall be determined by the parties to this agreement. The premises are to be used for the operation of an automated teller machine, for no other use or purpose. The Bidder shall not do, or permit to be done, in or about the premises, or in

connection with its operation of the ATM, anything which is illegal or unlawful, or which is hazardous or dangerous.

The Bidder shall comply with all provisions of the American Disabilities Act as it relates to the Bidder's operation of an ATM. The employees, servants and agents of the Commonwealth shall have the right to enter upon the licensed premises at all reasonable times during the term of the resulting license for purposes of inspecting the licensed premises and monitoring the Bidder's compliance with the terms and conditions of the resulting Agreement.

SECTION VIII
Hours of Operation

The ATM shall be open to the staff and visitors at the same hours and dates established for the said lodge.

SECTION IX
Equipment

Any equipment/fixtures needed by the Bidder for the operation of an ATM shall be supplied by the Bidder, at the Bidder's expense. All goods and chattels placed in or upon or attached to the premises shall be so placed or attached at the sole risk of the Bidder and the Commonwealth shall not be liable for injury or damage to property for any cause.

The Bidder shall be responsible for obtaining insurance coverage for all damages, which may be incurred by the operation of the ATM, including any inventory owned by the Bidder. Said insurance shall be obtained from a reputable insurance company authorized to do business in the Commonwealth of Kentucky. This coverage shall protect all personal property, including but not limited to, supplies, inventory and equipment related to the Bidder's operation of its business. The Bidder shall be responsible for furnishing to the Finance and Administration Cabinet a copy of the certificate of insurance and any renewal thereof.

SECTION X
Renovation/Alteration of Licensed Premises

The Bidder may, with prior written consent of the Commonwealth, renovate or alter the licensed premises, erect structures and install equipment in or upon the licensed premises at the Bidder's sole expense. Such improvements, structures and equipment so placed in or upon or attached to said 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 Bidder initiating any renovation or alteration to the licensed premises, such renovation or alteration must be approved by the Commonwealth; the Finance and Administration Cabinet, the Division of

Engineering/Finance and Administration Cabinet and the Department of Housing, Buildings and Construction/Public Protection and Regulation Cabinet.

The Bidder shall not hang any sign, bunting, or other advertising or decorative materials on the premises without the prior written consent of the Commonwealth. All advertising of any kind by the Bidder shall be subject to the advance approval of the Commonwealth in its sole discretion.

The Bidder agrees that it shall be responsible for paying for the cost of labor, materials and supplies, which are expended as the result of any repair work that is done to the licensed premises during the resulting License.

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

Nothing in this Agreement 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 or litigation are being conducted in good faith by them. However, if the Bidder fails to cause any such lien to be discharged within 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 Section XIII.

SECTION XI
Utilities, Telephone, Maintenance and Garbage Collection

The Commonwealth will only provide the 110-volt outlet through the facilities of the Commonwealth of Kentucky. Any charges for electrical service, which are incurred by the Bidder as a result of operating the ATM, shall be paid by the Commonwealth. However, the Bidder shall be responsible for providing at its sole expense a dedicated phone line, if required.

The Bidder shall be solely responsible for paying all costs relating to telephone service.

The Bidder shall, at its own expense, be responsible for maintaining and making repairs to the Bidder's equipment.

The Commonwealth shall be responsible for maintaining and making structural repairs to the exterior

of the demised premises, except in the case of damage arising from the negligent acts of the Bidder and the Bidder's agents or employees. Those repairs required as a result of the negligent acts of the Bidder, its agents or employees, will be made by the Bidder, at the expense of the Bidder. The Commonwealth shall also be responsible for maintaining and repairing all existing internal systems, including but not limited to the existing plumbing, electrical, and HVAC systems. However, the Commonwealth will not be responsible for maintaining or repairing any renovation or alterations, which may be agreed upon under Section X "Renovation/Alteration of Licensed Premises." Furthermore, the Commonwealth shall not be responsible for maintaining and repairing those improvements, structures and additions erected and made by the Bidder, which relate solely to the operation of the ATM.

Garbage and trash collection for the premises including, but not limited to, areas immediately surrounding the ATM, shall be the responsibility of the Commonwealth. The Bidder shall store all trash, refuse and garbage in leak proof garbage containers, which the Bidder shall install and keep in repair at the Bidder's sole expense. The Commonwealth shall further be responsible for the general cleanliness or orderliness of the interior of the licensed premises.

SECTION XII
Cancellation Clause

Either party may terminate the resulting License by giving notice to the other party specifying the date of termination, such notice to be given not less than thirty (30) days prior to the date of such termination, time to be computed from date of mailing notice.

SECTION XIII
Termination for Default

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

SECTION XIV
Liability Insurance

The Bidder 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 may 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 sole 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 judgments, 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 $100,000.00 per person and an aggregate of $300,000.00 per accident for personal injury, and $100,000.00 property damage. Said insurance shall name the Commonwealth as an additional insured and shall contain a non-cancellation clause notifying the Commonwealth at least thirty (30) days in advance of any proposed cancellation. Copies of all insurance policies shall be submitted to the Commonwealth annually for review and approval.

The Bidder shall be responsible for annually furnishing the Commonwealth with a copy of the certificate of renewal for the insurance policies required by Section IX "Equipment" and Section XIV "Liability Insurance."

SECTION XV
Rules and Regulations

The Bidder shall abide by all municipal, county, state and federal laws, ordinances, rules and regulations in effect from time to time. The Bidder shall also obtain all necessary and required property licenses, permits, authorizations or certificates.

The Bidder shall be held to be an independent contractor and all persons employed by it in the exercise of the rights granted hereunder shall be its employees, servants, and agents only. The Bidder shall be responsible for complying with the workers compensation statutes, and other applicable statutes and regulations relating to its operation.

The Bidder agrees to conform to all laws and applicable regulations prohibiting discrimination against any employee or applicant for employment because of race, color, religion, sex, national origin, age (except as provided by law), marital status, political affiliation, or disability.

The Bidder shall pay all ad valorem taxes, which may be lawfully imposed by the State of Kentucky and its political subdivisions upon the structures and equipment of the Bidder in or upon the premises, promptly.

SECTION XVI
Assignment, Sublicense

The Bidder shall not voluntarily, involuntarily, or by operation of law assign, sublet, or transfer the resulting Agreement or any interest established herein, or mortgage or otherwise encumber all or any part of the premises to any other person, partnership, corporation or other entity without first obtaining in each and every instance the Commonwealth and the Finance and Administration Cabinet's prior written consent, and any attempt to assign, sublet, or transfer the resulting Agreement or any interest established herein, or mortgage or otherwise encumber all or any part of the premises without such consent shall be void. If an assignment of the License is made with the consent of the Commonwealth and the Finance and Administration Cabinet, then Bidder shall not be relieved from the payment of all rent according to the terms hereof or for the performance of all other terms, covenants and conditions of the License. If the Bidder is a corporation, then any transfer of this License by merger, consolidation or liquidation, or any change in ownership of, or power to vote the majority of its outstanding voting stock shall constitute an assignment. Consent to an assignment shall not relieve the Bidder of the requirement of obtaining Finance's consent to any subsequent

assignment or subletting. No assignment will be effective or binding against the Commonwealth until such time as the assignee executes an amendment reflecting such assignment.

SECTION XVII
Accounting

The Bidder shall keep adequate records, books, and accounts covering the business operations conducted upon the premises, in such form as the Commonwealth may prescribe, and shall employ an independent audit agency to perform annual post audits, when at the discretion of the Commonwealth an audit is desirable. Such records and books of account shall be open for inspection or audit by the agents and employees of the Commonwealth at all reasonable times. All records of products, sales, maintenance, and sanitation are to be made available to the Commonwealth for inspection upon request.

SECTION XVIII
Responsibility for Repairs or Reconstruction in the Event of Fire or Other Casualty

(a) If the demised premises shall, without fault of the Bidder, be destroyed by fire or other casualty, or damaged as to become wholly or partially untenantable, the Commonwealth may, by written notice delivered to the Bidder within thirty (30) days after such destruction or damage, elect to rebuild or repair the premises within a reasonable time after election, returning the premises to a structurally sound and tenantable condition. For that purpose, the Commonwealth may enter the premises, and rent shall abate during the time the premises are untenantable. If the Commonwealth does not elect as previously mentioned to rebuild or repair, then the Bidder shall have and surrender to the Commonwealth such possession. At that time, the License Agreement shall become void and license term created shall end. On such delivery and surrender being made, or on the recovery of the premises by the Commonwealth, but not before such time, the obligation to pay rent shall cease. However, all rent due prior to the fire or other casualty shall be prorated up to the time of such casualty.

(b) The Bidder shall be responsible to the Commonwealth for all damages to the licensed premises caused by fire or other casualty, which is the result of the Bidder's negligent use of the licensed premises or willful conduct.

SECTION XIX
Amendment of Resulting License Agreement

It is agreed by the parties to the resulting License Agreement that all prior negotiations have been merged into said resulting Agreement, which may not be modified, altered or amended, except by an "Amendment to License Agreement", executed by all parties to the resulting Agreement.

SECTION XX
Construction of Resulting License Agreement

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 brought on the basis of said Agreement shall be filed in the circuit court of Franklin County, Kentucky.

SECTION XXI
Financial Auditor or Program Review

The Licensee, as defined in K.R.S. 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 this 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 contract 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 to the execution of the License. The Secretary of the Finance and Administration Cabinet shall not restrict the public release of any information, which would otherwise be subject to public release if a state government agency were providing the service.

SECTION XXII
Taxes

The successful bidder shall be responsible for paying all state, federal and local taxes, including by not limited to, ad valorem, taxes assessed against the operations of the ATM.

SECTION XXIII
Attorney Fees

In event the that either party deems it necessary to take legal action to enforce any provision of the subsequent license agreement, and in the event the Commonwealth prevails, the bidder agrees to pay all expenses of such action, including attorney's fees and costs at all states of litigation as set by the court or hearing offices. County of Venue shall be in Franklin.

SECTION XXIV
Property

The successful bidder shall be responsible for the proper care and custody of the property finished for the successful bidder's use in connection with the performance of the resulting license. The responsibility includes the repair and/or replacement due to loss, damage or negligence, normal wear and tear expected.

SECTION XXV
Conflict of Interest

No official or employee of the Commonwealth or no other public official of the Commonwealth of Kentucky who exercises any functions or responsibilities in the review of approval of the undertaking or carrying out of the project shall, prior to the completion of the project, voluntarily

acquire any personal interest, direct or indirect, in the license.

SECTION XXVI
Right of Entry

The right is hereby reserved to the Commonwealth, its officers, agents and employees, to inspect the premises, operation and equipment, or for any purposes in connection with work necessary to the benefit of the Commonwealth.

FORM OF PROPOSAL (SEALED BID)

To: Finance and Administration Cabinet
Departments for Facilities and Support Services
Division of Real Properties
Third Floor, Bush Building
403 Wapping Street
Frankfort, Kentucky 40601-2607

Invitation No: 06082018_____

Bid Opening: Friday, June 8, 2018_

At: 3 p. m. ET

BID FORM

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

For the placement and operation of one stand-alone wireless ATM in the lodge at Natural Bridge State Resort Park, I propose to charge a transaction fee of $_____ per transaction.

No transaction fees will be charged to the following group/affiliates:

_____

_____

_____

_____

For the placement and operation of one (1) ATM, I offer the following services in addition to cash disbursement:

_____

_____

_____

_____

I have enclosed my bid good faith deposit equal to $100.00.

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. 06082018** 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 the Commonwealth 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).

SOLICITATIONS AND CONTRACTS FOR SERVICES

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

REQUIRED AFFIDAVIT FOR BIDDERS, OFFERORS AND CONTRACTORS

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.

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

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 121.150 to the campaign of the gubernatorial slate 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 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.

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.

_____ _____
Signature Printed Name

_____ _____
Title Date

Company Name _____

Address _____

_____

Phone/Email _____

Subscribed and sworn to before me by _____ _____
(Affiant) (Title)

of _____ this _____day of _____,20___.
(Company Name)

_____
Notary Public
[seal of notary] My commission expires: _____