COMMONWEALTH OF KENTUCKY
FINANCE AND ADMINISTRATION CABINET
DIVISION OF REAL PROPERTIES

INVITATION FOR BIDS

FOR LEASE

State-Owned Real Property

Operation of a Canteen Services at
Wendell H. Ford Regional Training Center
Building 212
Greenville, Muhlenberg County, Kentucky 42345

Invitation No: 07162019
Bid Open: Tuesday, July 16, 2019 @ 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 openings.

(4) For further information contact Wendell Harris, State Properties Branch, Division of Real Properties, Bush Building, 3rd Floor, 403 Wapping Street, Frankfort, Kentucky 40601-2607 at (502) 564-9831 or via email: wendell.harris@ky.gov or Eric Lyons, Facilities Branch Manager, Department of Military Affairs, at (502) 607-7303 or via email: eric.g.lyons.nfg@mail.mil.

Notice to Bidder: If you plan to attend the bid opening and have a disability which requires accommodations, please contact our office by **Monday, July 15** so that reasonable arrangements can be made.

GENERAL TERMS AND CONDITIONS

INVITATION TO BID

CANTEEN OPERATION

SECTION I
Scope of Contract

At the request of the Department of Military Affairs (hereinafter referred to as the "Commonwealth", the Division of Real Properties issues this Invitation for Bid on:

> The Canteen Operation at Wendell H. Ford Regional Training Center in Building 212, in which is 800 square feet, located in Muhlenberg County, Kentucky. The leased premises shall be used exclusively for canteen operation.

Bids submitted shall be for a flat monthly rate. Minimum bid will be $250.00.

SECTION II
Lease Period

The Lease Agreement established from this Sealed Bid will be for the period from August 1, 2019, through August 1, 2020, with the option to renew automatically for five (5) additional one (1) year lease periods of each, unless the Lessor gives the Lessee written notice, as provided for herein, thirty (30) days prior to the expiration of the term or any extension, that it will not be extended, however, no extension shall prolong the term of the Lease Agreement beyond August 1, 2025.

The Bidder's occupancy and use of the leased 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 lease period of the resulting Lease Agreement. However, at the end of each lease period and prior to any renewal of the resulting Lease, 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 Lease 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 Lease, 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 lease. Bids will not be accepted from those Bidders who do not visit and inspect the site. The Director, Department of Military Affairs will keep a listing of people that have visited the site, and the Division of Real Properties will be notified of the names of the listing prior to the bid opening.

NOTE: FOR FURTHER INFORMATION CONCERNING THE BUILDING THAT IS BEING FURNISHED AND ACCESS TO THE FACILITY, PLEASE CONTACT ERIC LYONS, FACILITY BRANCH MANAGER, WENDELL H. FORD REGIONAL TRAINING CENTER AT (502) 607-7303.

SECTION V
Bid Deposit

Bidders are instructed to furnish a 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 cashier's check made payable to the Kentucky State Treasurer.

SECTION VI
Method of Award

A Lease Agreement will be awarded to responsive and responsible bidder submitting the proposal offering the best value to the Commonwealth. Such proposal shall be for the lease and operation of the canteen at the Wendell H. Ford Regional Training Center. Proposal shall be evaluated based on price and experience. The Division of Real Properties reserves the right to reject any and all bids and to waive technicalities. Bidders are instructed to furnish, with the bid proposal, a description of the Bidder's past experience in operating a canteen and in retail business in general.

SECTION VII
Canteen Operation and Retail Experience

Bidders are instructed to furnish, with the bid proposal, a description of the bidder's past experience in a canteen and in retail business in general.

SECTION VIII
Service Performance

The Bidder will be expected to provide first class quality convenience foods, beverages (to include a selection of spirits, beer and wine), tobacco products (to include smoke and smokeless), personal hygiene items and other such services as 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 Bidder shall comply with such prices and quality standards as the Commonwealth may from time to time require and shall promptly change, correct, modify the price or quality of any item after written notice to do so. The selection, prices, and quality of all items so established shall not be changed without the prior written consent of the Commonwealth.

The premises are to be used as a canteen operation (primarily) and for food (including microwavable products), packaged snacks, milk, beverages, personal hygiene products as a canteen store and 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 canteen store anything which is illegal or unlawful, or which is hazardous or dangerous.

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 must provide employee background screenings for access to the installation and the bidder must inform the Facilities Branch Manager of changes to their employee status in reference to criminal charges that would prevent their access to the installation.

The Bidder shall comply with all provisions of the American with Disabilities Act as it relates to the Bidder's operation of a canteen facility. The Bidder shall, at its own expense, provide an adequate number of personnel required to serve properly the patrons at the premises. Such personnel shall be trained in food handling, shall be courteous, efficient, and sanitary. Persons handling the food and beverage items under the resulting Agreement shall be clean and free from any communicable diseases. The employees, servants and agents of the Commonwealth shall have the right to enter upon the leased premises at all reasonable times during the term of the resulting lease for purposes of inspecting the leased premises and monitoring the Bidder's compliance with the terms and conditions of the resulting Agreement.

SECTION IX
Hours of Operation

The canteen facility shall be open to the public based on the training and number of soldiers at the facility. A weekly occupation schedule may be provided to the vendor. Hours of operation and service, other than stated previously, shall be set by the Bidder based on the Bidder's assessment of

when those hours should be. However, whatever hours of operation are set by the Bidder, the hours of operation shall be conspicuously posted at the facility. The Bidder must provide the Facilities Branch Manager a list of employees that must gain access to the installation to perform their required job duties. All employees are subject to a background check.

SECTION X
Rental Payments

The successful bidder shall tender rent under the Lease Agreement to the Department of Military Affairs monthly at Department of Military Affairs, Facilities Division, Building 162, Boone National Guard Center, Frankfort, Ky. 40601. Rent shall be paid in advance of the month for which the rent accrues, and in no event later that the first (1st) of the month.

SECTION XI
Fixture and Equipment

All existing equipment/fixtures used by the Bidder for the operation of the canteen store is the property of the Commonwealth. 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 successful Bidder shall submit a $1,000.00 refundable deposit. Any equipment/fixtures installed by the Bidder that requires permanent attachment to the building's structure (floor, wall or ceiling) may be removed by the Bidder upon termination of the Lease Agreement subject to returning the premises to as good or better condition. In the event the Lease Agreement is terminated for default, the Bidder shall not be entitled to any compensation from the Commonwealth for such equipment/fixtures. In the event the Lease Agreement terminates for any other reason, the Bidder shall be permitted to submit a claim for its expenses pursuant to 200 KAR 5:312.

The Bidder shall be responsible for obtaining insurance coverage for all damages which may be incurred by the contents of the structure, 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.

SECTION XII
Renovation/Alteration of Leased Premises

The Bidder may, with prior consent of the Department of Military Affairs, Facilities Division, and the Finance and Administration Cabinet, Department for Facilities and Support Services, renovate or alter the leased premises, erect structures and install equipment in or upon the leased 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, subject to the provisions

of Section XI hereunder, 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 leased premises resulting from the installation or removal of same and return the leased 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 Lease 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 leased premises, such renovation or alteration must be approved by the Commonwealth; 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, or employ loudspeakers, phonographs, or radio broadcasts either indoors or outdoors, without the prior 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 which is done to the demised premises during the resulting Lease.

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 leased 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 leasehold interest in the leased premises by reason of work, supplied to the Bidder. If a mechanic's or materialman's lien shall be filed against the leased 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 they 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 fail 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 XIV.

SECTION XIII
Utilities, Telephone, Maintenance and Garbage Collection

Utilities Expense: The Lessor will be responsible for paying all utility bills.

Heating and Air Conditioning: It is the further understanding of the parties that Lessor shall be solely responsible for the utility costs associated with heating and air conditioning of the occupied area, including costs related to portable units and fuel. As to the portable units and fuel, the Bidder shall use and operate the units and fuel in a safe manner and in compliance with all safety instructions and applicable laws and regulations. Further, the Bidder shall indemnify and hold harmless the Lessor from any and all claims, demands, damages, actions, costs, including attorney fees, and charges to which the Lessor may be subject, or which the Lessor may have to pay by reason of the bidder's use or operation of the portable units and fuel. This clause is meant to compliment and is partially duplicative of, and shall not be construed to be in conflict with, section XVI. Further, this clause shall not be construed to limit the bidder's liability in any manner.

Telecommunication/Telephone: The Lessor shall provide communication systems and facilities, which it will install and maintain upon request. Billing for these services will be processed to the bidder monthly. The bidder shall have the option to select any commercial communications vendors to service the premises that it occupies. The Lessor is obligated to provide a point of presence to that vendor. If the bidder chooses to install its own wiring and communications system it must have prior approval from the Lessor provides to other tenants.

Janitorial Services: The bidder shall be responsible for janitorial services in the areas it occupies. The bidder is authorized to separately contract for janitorial services for the areas it occupies.

Maintenance and Repair of Utilities: The Lessor is responsible for the maintenance and repair of utilities up to the utility meter, or five feet from where the utility enters or exits the subject building, unless said maintenance or repair is the result of the negligence of the Bidder, its employees, agents, assigns, independent contractors, or successors. In the event that said maintenance or repair is the result of the negligence of the Bidder, its employees, agents, assigns, independent contractors, or successors, the Bidder shall promptly reimburse the Lessor for the cost of the maintenance or repair, including but not limited to, labor and materials. The Bidder is responsible for the maintenance and repair of the utilities within the area of the building which it occupies, including but not limited to, utilities inside of the walls, ceilings, and floors, unless said maintenance or repair is the result of negligence of the Lessor, its employees, agents, assigns, independent contractors, or successors. In the event that said maintenance or repair is the result of the negligence of the Lessor, its employees, agents, assigns, independent contractors, or successors, the Lessor shall promptly reimburse the bidder for the costs of the maintenance or repair, including but not limited to, labor and materials.

Refuse Collection: The KYDMA shall provide refuse collection and disposal of waste materials,

except as provided herein, the common-use areas and from the grounds. The bidder is responsible for disposal of waste materials that it or its employees create in the leased area(s). The KYDMA retains the authority to require the bidder to maintain the areas adjacent to its leased space clean of trash. If the bidder fails to clean up its area after being requested to do so by the KYDMA, the Lessor may have the area cleaned and bill the bidder for the time and material required to dispose of the refuse. The KYDMA shall not collect nor dispose of any waste and/or material which is subject to regulation by any governmental agency, for example, the Kentucky Natural Resources and Environmental Protection Cabinet, the United States Environmental Protection Agency, or the United State Department of Energy.

SECTION XIV
Cancellation Clause

Either party may terminate the resulting Lease 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 XV
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 within the resulting lease shall be deemed forfeited and the Bidder shall quietly surrender possession of the demised 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 XVI
Indemnity and 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 $300,000.00 per person and an aggregate of $1,000,000.00 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 XI Equipment and Section XVI Liability Insurance.

SECTION XVII
Rules and Regulations

The Bidder shall abide by all municipal, county, state and federal laws, ordinances, rules and regulations of the Commonwealth as in effect from time to time (to the extent that Commonwealth's rules and regulations are not inconsistent with the terms of the Lease Agreement). The Bidder shall also obtain all necessary and required property leases, permits, authorizations or certificates. The Bidder agrees that should its operation be shut down for its willful or negligent failure to comply with the requirements of the Health Department of Commonwealth of Kentucky, the Bidder shall be in default of the Lease Agreement and same Agreement will be terminated under Section XV.

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), material status, political affiliation, or disability.

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 shall be paid promptly by the Bidder.

SECTION XVIII
Assignment, Sublease

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 Lease 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 Lease. If the Bidder is a corporation, then any transfer of this Lease 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 of obtaining Finance's consent to any subsequent assignment of subletting. No assignment will be effective or binding against the

Commonwealth until such time as the assignee executes an amendment reflecting such assignment.

SECTION XIX
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 XX
Holdover

In the event the Bidder remains in possession of the leased premises after the expiration date of the resulting Lease Agreement, and without execution of a new Lease or Lease Renewal Addendum, the Bidder, at the option of the Commonwealth, shall be deemed to be occupying the leased premises as a Lessee from month-to-month, subject to all of the conditions, provision and obligations of the Lease Agreement insofar as the same are applicable to a month-to-month lease.

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

(a) If the demised premises shall, without fault of the Bidder, (see (b) below) be destroyed by fire or other casualty, or damaged as to become wholly or partially untenantable, the Commonwealth may, be 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 aforesaid to rebuild or repair, then the Bidder shall have and surrender to the Commonwealth such possession. At that time, the Lease Agreement shall become void and lease 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 leased premises caused by fire or other casualty which is the result of the Bidder's negligent use of the leased premises or willful conduct.

SECTION XXII
Amendment of Resulting Lease Agreement

It is agreed by the parties to the resulting Lease 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 Lease Agreement, executed by all parties to the resulting Agreement.

SECTION XXIII
Construction of Resulting Lease Agreement

It is agreed by the parties hereto that all questions as to the execution, validity, interpretation, construction and performance of the resulting Lease 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 Franklin County, Kentucky.

SECTION XXIV
Financial Auditor or Program Review

The Leasee, as defined in KRS 45A.030(10), agrees that the Department of Military Affairs, 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 Lease for the purpose of financial audit or program review. Furthermore, any books, documents, papers, records or other evidence provided to the Department of Military Affairs, 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 Lease. 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 was providing the service.

FORM OF PROPOSAL (SEALED BID)

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

INVITATION NO: 07162019

BID OPENING: Tuesday, July 16, 2019

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 lease of the Canteen Facility, I propose to pay a flat rate rental fee of $_____ per Month.

NOTE: **The minimum bid excepted will be $250.00 per month. Use reverse side of form if additional space is needed to detail bid.**

I have enclosed my bid deposit equal to $100.00, my summary of past experience in the canteen operation and retail business.

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 in 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. **07162019** 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 prohibited conflict of interest, including those prohibited by 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.

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

Pursuant to KRS 45A.485, the Bidder shall reveal to the Commonwealth, 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 the Commonwealth's cancellation of the contract, and the Bidder's disqualification from eligibility to bid or submit proposals to the Commonwealth for a period of two (2) years.

ANNUAL AFFIDAVITT FOR BIDDERS, OFFERORS AND CONTRACTORS

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 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 under penalty of perjury that the entity bidding, in not currently engaged in, and will not for the duration of the contract engage in, the boycott of a person or an entity based on or doing business with a jurisdiction with which Kentucky can enjoy open trade, as define 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 statue 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.

Solicitation/Contract #: _____

REQUIRED AFFIDAVIT FOR BIDDERS, OFFERORS AND CONTRACTORS

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.

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, 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 and/or Cell _____

_____

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

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

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