

Invitation to Bid MOREHEAD STATE UNIVERSITY OFFICE OF PROCUREMENT SERVICES ATTENTION: This is NOT an order. Read all instructions, terms and conditions carefully. IMPORTANT: Sealed bids must be received by	Invitation No. MO-14-19	Date Issued 04/04/19	Method of Award BEST VALUE
	Product or Service PRICE CONTRACT FOR TRADE SERVICE FOR MECHANICAL CRAFT		
	Area Code 606	Telephone Number 783-2018	
	Bid Opening Date 04/24/19	Time 3 PM	Location Procurement Services
SIGNATURE REQUIRED: <i>This Invitation to Bid cannot be considered valid unless the bidders signs and prints or types his name, firm address, telephone number, and date in the spaces provided below. A bid signed by an agent is to be accompanied by evidence of authority, unless such evidence has been previously furnished the issuing office.</i>	Mail or Hand Deliver Copy to: Morehead State University Office of Procurement Services 200 American Legion Way Morehead, KY 40351		
<ol style="list-style-type: none"> 1. Sealed bids for furnishing the following will be received by Morehead State University, Office of Procurement Services, Morehead, KY 40351, until the date and time stated above. 2. Please quote your single best net price on each item, unless a discount from list price is requested, delivered to the address specified, all transportation charges prepaid. Price shall include delivery as specified on invitation. 3. Bids must be firm. Those containing escalator clauses cannot be accepted. To receive consideration, bids must be made on this form and signed in full. Prices must be based on stated units and extended. Delivery guarantee must be shown. 			
AUTHENTICATION OF BID AND STATEMENT 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: <ol style="list-style-type: none"> 1. That I am the bidder (if the bidder is an individual), a partner in the bidder (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 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 vendor 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 communication by the bidder or its employees or agents to any person not an employee or agent of the bidder or its surety on any bond furnished with the bid or bids and will not be communicated to any such person prior to the official opening of the bid or bids; 4. That the bidder is legally entitled to enter into the contracts with Commonwealth of Kentucky and is not in violation of any prohibited conflict of interest, including those prohibited by the provisions of KRS 164.390, 45A.330 to .340; and 5. That I have fully informed myself regarding the accuracy of the statements made above. <p style="text-align: center;">NOTICE</p> <ol style="list-style-type: none"> 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 Kentucky Revised Statute 45A.325 shall be guilty of a felony and shall be punished by a fine of not less than five thousand dollars nor more than ten thousand dollars, or be imprisoned not less than one year nor more than five 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 nor more than twenty thousand dollars. 			
<p>► IMPORTANT: SIGN OFFER BELOW</p> <p>Signed by _____</p> <p>Printed Name _____</p> <p>Firm _____</p> <p>Address _____</p> <p>City _____ State _____ Zip Code _____</p> <p>Email _____</p> <p>Area Code _____ Telephone No. _____</p> <p>Area Code _____ Fax No. _____</p> <p>Date: _____</p>			

INSTRUCTION FOR BIDS

Office of Procurement Services

Prices

Firm pricing is desired and will be given first consideration for contract award. If prices can be held for only a specific period of time, this should be stated by the bidder. Price quotations made, which may be subject to change must be so identified in the bid. If contracts are placed under these prices, the University, upon notification by the vendor of documented market changes which must be submitted prior to contract delivery; may either accept the price change or cancel the contract.

Method of Award

Unless otherwise stated, the award will be made on an item per item basis. However the Office of Procurement Services reserves the right to award or reject bids as deemed to be in the best interest of the University. Additional units may be purchased with the consent of the Vendor.

Multiple Bids

Unless otherwise specified, only one price, brand/or model may be proposed for each item of this Invitation to Bid. Bidders must determine their single best offering based on the quality specified. Bids not conforming to this requirement will be rejected.

Warranty

Manufacturers standard warranty must be submitted to the University for any Contract issued as a result of this Invitation.

Submission of Offers

Offers and modifications thereof shall be enclosed in sealed envelopes. Telegraphic offers will not be considered unless authorized by the solicitation; however, offers may be modified by telegraphic notice, provided such notice is received prior to the hour and date specified for receipt.

Equal Employment Opportunity

All bidders must be in compliance with Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967.

NOTE – Offers must set forth full, accurate, and complete information as required by this solicitation.

Morehead State University
Office of Procurement Services

Invitation No. MO-14-19 Page Number 3 Bidder's Name _____

<u>Item No</u>	<u>Specifications</u>	<u>Unit</u> (Firm)	<u>Total</u>
	<p>YOU ARE INVITED TO BID ON THE FOLLOWING ...</p> <p>Licensed and non-licensed mechanical crafts as needed at various locations on the campus of Morehead State University, Morehead, KY, complete and in accordance with the terms, conditions and specifications attached hereto.</p> <p>The contract established from this invitation to bid will be for the period of one year from date of award with an option to renew for four (4) additional one year periods, both parties consenting.</p> <p>Successful bidder must provide proof of insurance.</p> <p>A 5% Bid Bond or cashier's check must be included with bid to receive consideration if bid price exceeds \$40,000.</p> <p>A 100% Performance Bond will be required of the successful bidder if bid is in excess of \$25,000.00. The Performance Bond must be issued within ten (10) days after notice of award.</p> <p>Bid will close on April 24, 2019 at 3:00 pm. Please drop off or mail to the Office of Procurement Services at 200 American Legion Way, Morehead, KY 40351</p> <p><u>CONTRACT 30 DAY CANCELLATION CLAUSE</u></p> <p>The University may cancel this contract at any time by giving written notice thirty (30) days prior to the effective cancellation date. In the event such action is taken, the contract shall be null and void upon receipt of the notice of cancellation.</p>	<p>Hourly rate: _____</p> <p>(this rate includes one technician, one helper and a truck)</p>	

For use of Office of Procurement Services

Approved _____

(Purchasing Agent)

Date _____

44-19

**MOREHEAD STATE UNIVERSITY
PRICE CONTRACT FOR
TRADE SERVICE**

**INSTRUCTIONS TO BIDDERS
AND
GENERAL CONDITIONS**

ARTICLE 1 - INVITATION

Bids are requested by the Office of Procurement Services, Morehead State University, Morehead, Kentucky 40351, from eligible firms to establish price contracts for licensed and non-licensed mechanical crafts as needed at various locations on the campus of Morehead State University, Morehead, Kentucky, complete and in accordance with terms, conditions and specifications as contained herein.

The price contract awarded from this solicitation are to fill the University's needs on smaller projects. The University will continue to solicit quotes or competitively bid certain projects when it is in the best interest of the University or required by policy.

The hourly rates provided must be all inclusive and reflect the cost of tools, trucks, and mileage. Upon award of a contract, invoices will itemize hourly rates, material costs and equipment rental costs.

Invoicing for diagnostic fees, service calls, trip charges and mileage will not be permitted. The hourly rate bid will be fixed for one year from the time of award of contract.

ARTICLE 2 - METHOD OF BIDDING

Bidders shall submit bids as indicated in the accompanying Bid Form. No other method of bidding will be considered, and the bidder must use the form of bid which is included in and made part of this invitation. Contract will be awarded by low total.

ARTICLE 3 - AWARD OF CONTRACT

- A. The "owner" reserves the right to reject any and all bids, to waive all informalities and/or technicalities of a bid when in the Owner's judgment, the interest of Morehead State University may be served.
- B. In the event the bidder's bid is accepted by the owner and such bidder shall fail to furnish satisfactory performance bond within ten (10) calendar days from the date of notification of the award of the contract, the owner may at its option, determine that the awardee has abandoned the contract. Thereupon the bid shall become null and void, and the bid guarantee which accompanied it shall be forfeited to and become the property of the owner as liquidated damages from such failure. If the bidder shall execute the contract and furnish satisfactory bond, the bid guarantee will be returned to the bidder by the owner.
- C. That a contract is legally entered into will be indicated by the issuance and release of the Morehead State University purchase order.

ARTICLE 4 - INSURANCE

The contractor shall provide proof of the following minimum insurance coverage:

- | | | |
|-----|-----------------------|--|
| (A) | Worker's Compensation | Kentucky Statutes, Worker's Compensation coverage shall also be provided by the contractor for all person's performing work at the job site. |
| (B) | Public Liability | \$ 500,000 One person/Maximum
\$1,000,000 One Accident/ Maximum |
| (C) | Property Damage | \$ 500,000 One Accident/ Maximum
\$1,000,000 Aggregate |
| (D) | Auto | \$ 500,000 One Accident/ Maximum
\$ 1,000,000 One person/Maximum |

(To include all vehicles and equipment owned or non-owned for use on the project)

All certificates of insurance shall contain the statement, "Morehead State University is added as additional insured."

ARTICLE 5 - INSPECTION OF WORK

The owner reserves the right to inspect the work in progress. If any portion of the materials or installation does not meet the required specification, the contractor shall remove and/or replace at the contractor's expense.

The contractor shall permit the owner and/or their representatives to inspect and review work, materials, payrolls, records or personnel, conditions of employment, invoices of materials, books of account, and other relevant data and records with respect to this contract.

The owner has the right to test materials and submit for laboratory testing.

ARTICLE 6 - PERMITS AND CODES

The contractor shall obtain all permits necessary for any and/or all parts of the work from the authorities governing such work. Evidence of such approved permits being issued, shall be furnished to the owner before beginning work. The contractor shall observe all applicable federal, state, and local codes governing the work. Permits shall be provided by the contractor but no fee shall be applicable on projects of the Commonwealth.

ARTICLE 7 - ADDENDA

Any "Addenda or Instructions to Bidder" issued by the Office of Facilities Management prior to the time for receiving bids shall be covered in the bid and in closing a contract they shall become part thereof. Such addenda shall be acknowledged in the Bid. No instructions or changes shall be binding unless documented by a proper and duly issued addendum.

ARTICLE 8 - TAXES, WORKMEN'S COMPENSATION, ETC.

The contractor shall be required to accept liability, make payment, and include in Bid Amount, all payroll taxes, sales and use tax, and all other taxes or deductions required by federal, state, or local laws such as old age pensions, social security, or annuities measured by wages. Morehead State University is not exempt from the provisions of the current Kentucky Sales or Use Tax so that provision for this tax must be included in the bid amount and paid by the contractor.

Morehead State University is entitled to exemption from Federal Excise Tax. Exemption certificates will be furnished to cover excise tax exemption where applicable and when requested by the contractor.

ARTICLE 9 - WITHDRAWAL OF BIDS

- A. Prior to closing date for receipt and opening of bids, any bidder may withdraw his/her bid in person only, at any time prior to the scheduled time for closing of bids.
- B. After receipt and opening of bids, withdrawal of bids will not be permitted for a period of thirty (30) calendar days from the date of receipt and opening of bids.

ARTICLE 10 - OR EQUAL

If any material or equipment and/or specifications, unless specifically designated "no substitution" appear in this Invitation which restricts any bidder from bidding whose product is equal in performance, construction, efficiency, etc., to that specified, then, and in that event the bidder may submit a bid on the lowest and best bid here from. The burden of proof of equality shall be the responsibility of the bidder. If the Architect/Engineer judges the material or equipment not equal to that named in the specifications, the bidder/contractor shall provide material or equipment that is judged to be in compliance with the specifications. The Architect/Engineer's decision shall be final.

The materials, products and equipment detailed, described or referenced to manufacturers' or vendors' names, trade names, catalog numbers, etc., are intended to establish a standard for required function, dimension, appearance and quality. Material, article or equipment of other manufacturers and vendors which will perform adequately the duties imposed by the general design will be considered equally acceptable provided the materials, article or equipment so proposed is, in the opinion and judgment of the Owner, of equal substance and function.

ARTICLE 11 - ALTERNATES

The owner reserves the right to reject any or all alternate bids if provided for in the bid documents. The determination as to the responsive and responsible bid will be made on the basis of the lump sum base bid plus and/or minus any alternate that may be accepted by the owner. Alternates to be used in sequence set forth in the bid if considered for acceptance.

ARTICLE 12 - CLEAN UP

It shall be the duty of the contractor to keep the job policed and clean at all times. Rubbish and trash shall be cleaned out and removed daily and the premises kept in condition satisfactory to the architect or the Owner's appointed representative.

ARTICLE 13 - PROTECTION OF PREMISES

The contractor shall provide and properly maintain protection as required by the governing laws, rules, regulations, and ordinances together with such additional protection as may be required for the safety of workmen and the public.

ARTICLE 14 - DAMAGED FACILITIES

The contractor shall repair and/or replace damaged sections of existing facilities such as sprinkler systems, walls, floors, ceilings, roads, streets, sidewalks, curbs, utilities, structures, etc., caused by work performed under this contract.

ARTICLE 15 - AUTHENTICATION OF BID AND STATEMENT OF NON-COLLUSION AND NON-CONFLICT OF INTEREST

This document, where applicable, must be executed and signed for the bid to be valid.

ARTICLE 16 - LIQUIDATED DAMAGE

The timely completion of this project is very critical and it is necessary the contractor meet the intermediate scheduled dates and contract completion date.

ARTICLE 17 - GENERAL GUARANTEE

Neither the final certificate of payment nor any provision in the contract documents nor partial or entire use of the premises by the owner shall constitute an acceptance of work not done, in accordance with the contract documents or relieve the contractor of liability in respect to any expense warranties or responsibility for faulty material or workmanship.

The contractor shall remedy any defects in the work and pay for any damage to other work resulting therefrom which shall appear within a period of two years from the date of final acceptance of the work, unless a longer period is specified. Manufacturer's guarantee and warranties on equipment shall be furnished to the owner.

ARTICLE 18 - CHANGES IN WORK

- A. The owner, without invalidating the contract, may order extra work or make changes by altering, adding to or deducting from the work, the contract sum being adjusted accordingly.

All such work shall be executed under the conditions of the original contract, except any claim for extensions of time of ordering such change.

- B. In giving instructions, the agency shall have authority to make minor changes in the work, not involving extra cost, and not inconsistent with the purpose of the work, but otherwise, except in any emergency unless in pursuance of a written order from an agency stating that the owner has authorized the extra work or change and no claim for an addition to the contract sum shall be valid unless so ordered and approved by Morehead State University.
- C. The value of any such extra work or change shall be determined in one or more of the following ways.
1. By estimate and acceptance in a Lump Sum.
 2. By unit price named in the contract or subsequently agreed upon.

3. If none of the above methods is agreed upon, the contractor, provided he received an order as above, shall proceed with the work, for which he shall be paid the new cost of said work, plus fifteen percent (15%) of such cost.
- D. It is agreed and understood that only one (1) fifteen percent (15%) shall be added to the actual net cost of the work as defined herein, whether such work be done by the prime contractor with his/her own forces or by his/her subcontractor, and any distribution thereof shall be worked out between the contractor and the subcontractor.
- E. In case (3) the contractor shall keep and present in such form as the University may direct, a correct account of all items comprising the net cost of such work, together with vouchers. The determination of the University shall be final upon all questions of the amount and cost of extra work and changes in the work, and shall include in such the cost to the contractor of all materials used, of all labor, of foremen, trucks, and terms and the fair rental of all machinery used upon the work after the extra work is done.

If said extra work requires the use of machinery to and from the work, then the cost of transportation of such machinery to and from work shall be added to the fair rental, but said transportation shall not cover a distance exceeding one hundred (100) miles. The University shall include in the cost of extra work the cost to the contractor of all insurance applicable to such work as required by these documents or by any other governmental authority having jurisdiction.
- F. The University shall not include in the net cost of the extra work any cost or rental of small tools, building or any portion of the time of the contractor or its superintendent, or any allowance for the use of capital or any job or any additional bond premium or any actual or anticipated profit, or any job or office overhead not previously mentioned, these items being considered as being covered by the added fifteen percent (15%) in case (3).
- G. Pending final determination of value, payments on account or extra work changes shall be made only upon the University estimate.

ARTICLE 19 - CONSTRUCTION AND SAFETY DEVICES

- A. The contractor shall provide safety controls for protection of the life and health of employees. He will utilize precautionary methods for the prevention of damage to property, materials, supplies, and equipment, and for avoidance of work interruptions in the performance of this contract.

In order to provide such safety control aforesaid, the contractor shall comply with all pertinent provisions of the Kentucky Safety Department of Labor and Federal Occupational Safety and Health Construction Standards, plus any other applicable regulations pertaining to this type of work that are in effect at the time this contract is to be performed. Contractor shall also take or cause to be taken such additional measures as directed to be determined reasonable necessary for this purpose. The contractor shall, after receipt of noncompliance notice, immediately initiate all required corrective measures.

- B. Nothing in the aforesaid provisions shall prohibit the United States Department of Labor, or the Kentucky Department of Labor, Division of Occupational Safety and Health, from enforcing pertinent occupational safety and health standards as authorized under Federal and State Occupational Safety and Health Law.

ARTICLE 20 - INDEMNITY

Contractor shall hold harmless from the indemnity the owner and/or architect/engineers against all claims, suits, actions, costs, council, fees, expenses, damages, judgment in decrees by reason or persons or property being damaged or injured by the contractor or any of his/her subcontractors or in a capacity during the progress of the work, whether by negligence or otherwise.

ARTICLE 21 - EMPLOYMENT PRACTICE

- A. The contractor, per State Executive Order 72-51, dated January 18, 1972, shall register from time to time with the State Department Service Contract, nearest the construction site, a complete list of all job requirements and positions necessary to perform this contract.
- B. Where persons referred to the contractor, by the State Employment Service, are found to be qualified, the contractor is urged to utilize and employ said persons for such jobs.
- C. It is the policy of Morehead State University to utilize minority vendors and subcontractors whenever possible in order to help bring them into the mainstream of the American economy.
Therefore, the contractor when looking for subcontractors, should make full faith efforts to locate minority business persons. For assistance in identifying minority vendors or subcontractors, the contractor may contact the Kentucky Office of Minority Business Enterprise, 2329 Capital Plaza Tower, Frankfort, Kentucky 40601, (502) 564-2064.
- D. Apprentices shall be permitted to work only under an apprenticeship agreement approved by the Kentucky Supervisor of Apprenticeship and by the Kentucky Apprenticeship Council, which is recognized by the Bureau of Apprenticeship and Training, U.S. Department of Labor.
- E. It is to be understood that the consumption of alcohol or illegal drugs on the job by any worker is strictly prohibited. Any personnel apprehended under the influence of alcohol and/or illegal drugs at any time will be subject to automatic dismissal by the contractor.

ARTICLE 22 - NON-DISCRIMINATION IN EMPLOYMENT

During the performance of this contract, the contractor agrees as follows:

- A. The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin.

The contractor will take affirmative action to ensure that applicants are treated during employment without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or terminations, rates of pay or other forms of compensation, and selection for training including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided setting forth the provisions of this nondiscrimination clause.
- B. The contractor will, in all solicitation or advertisements placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, or national origin.
- C. The contractor will send to each labor union or representative of workers with which he has a

collective bargaining agreement or other contracts or understanding, a notice to be provided advising the said labor union or worker's representative of the contractor's commitment under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The contractor will take such action with respect to any subcontractor or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

In case the work to be performed is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, loan, insurance, or guarantee, during the performance of this contract, the contractor, in addition, agrees to the following:

- D. The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, or as amended, and by the rules, regulations, and relevant orders of the Secretary of Labor.
- E. The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, or as amended, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records, and accounts by the applicable federal Agency and/or agencies and the Secretary of Labor for purpose of investigation to ascertain compliance with such rules, regulations, and orders.
- F. In the event of the contractor's noncompliance with nondiscrimination clauses of this contract or with any such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part.
- G. The contractor will include the provisions of paragraphs (A) through (G) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor, issued pursuant to Section 20.4 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontractor purchase order as the Federal Agency or Secretary of Labor may direct as a means of enforcing such provisions including actions for noncompliance.

Provided, however, that in the event that the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Federal Agency or Secretary of Labor, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

ARTICLE 23 – KENTUCKY PREFERENCE LAWS

In accordance with KRS 45A.494, a resident Offeror of the Commonwealth of Kentucky shall be given a preference against a non-resident Offeror. In evaluating proposals, the University will apply a reciprocal preference against an Offeror submitting a proposal from a state that grants residency preference equal to the preference given by the state of the nonresident Offeror. Residency and non-residency shall be defined in accordance with KRS 45A.494 (2) and 45A.494 (3), respectively. Any Offeror claiming Kentucky residency status shall submit with its proposal a notarized affidavit affirming that it meets the criteria as set for in the above referenced statute. **Affidavit Form is attached to this Invitation to Bid.**

Further, in accordance with KRS 45A.465 and 45A.470, any bidder wishing to claim qualified bidder status must complete and include an Affidavit for Qualified Bidder Status with their response. In evaluating responses, the University will apply preference in accordance with KRS 45A.470. An Affidavit for Qualified Bidder Status forms is available from the Office of Support Services, upon request.

ARTICLE 24- PERFORMANCE AND PAYMENT BOND

The following guidelines shall be complied with regarding project bonding and bid security.

- The successful bidder for projects in excess of \$25,000.00 shall provide a performance and payment bond within 10 working days from notice of award.
- Project proposals \$40,000.00 or greater shall have a bid bond or cashier's check in the amount of 5% if the bid submitted to Morehead State University and the successful contractor shall also provide a 100% performance and payment bond within 10 working days from notice of award.

ARTICLE 25 - SCHEDULING

The contracts established from this Invitation to Bid will be for the period of one year from date of award with an option to renew for four (4) additional one (1) year periods with both parties consenting.

Bidder **must have and include with bid, copies of any Trade Certificate or Trade License required for** each trade bid on.

Bidder must include at least three references from companies that they have provided services to during the last five years. Provide company names, address, and contact name and phone number.

Bidder must have equipment available within 50 miles of Morehead for the period of the Contract.

REFERENCES

Business	Contact Name	Phone	E-mail

List the address of principle office/branch and any additional locations that would provide the services/equipment necessary to meet the terms and conditions listed in this bid and incorporated into an awarded contract.

Primary Office Address	Principle Contact	Phone	E-mail
Additional Branch Address	Principle Contact	Phone	E-mail

Explain any business practices that would coincide with the University's Sustainability Policy. (Use separate page)

Explain any additional rates for weekends and holidays

Weekends: _____

Holidays: _____

Years in business under the listed name: _____

This Contract between

Morehead State University

And _____

Name of Individual and/or Firm (The Second Party)

The undersigned hereby certifies that neither he/she nor any member of his/her immediate family having an interest of 10% or more in any business entity involved in the performance of this contract, has contributed more than the amount specified in KRS 121.056(2), to the campaign of the gubernatorial candidate elected at the election last preceding the date of this contract. The undersigned further swears under the penalty of perjury, that neither he/she or the Company which he/she represents, has knowingly violated any provisions of the campaign finance laws of the Commonwealth, and that the award of a contract to him/her or the Company which he/she represents will not violate any provisions of the campaign finance laws of the Commonwealth.

CONTRACTOR (SECOND PARTY)

(Signature)

(Title)

(Name of Company or Corporation)

**REQUIRED AFFIDAVIT FOR BIDDERS, OFFERORS AND CONTRACTORS CLAIMING
RESIDENT BIDDER STATUS**

FOR BIDS AND CONTRACTS IN GENERAL:

The bidder or offeror hereby swears and affirms under penalty of perjury that, in accordance with KRS 45A.494(2), the entity bidding is an individual, partnership, association, corporation, or other business entity that, on the date the contract is first advertised or announced as available for bidding:

1. Is authorized to transact business in the Commonwealth;
2. Has for one year prior to and through the date of advertisement
 - a. Filed Kentucky corporate income taxes;
 - b. Made payments to the Kentucky unemployment insurance fund established in KRS 341.49; and
 - c. Maintained a Kentucky workers' compensation policy in effect.

The BIDDING AGENCY reserves the right to request documentation supporting a bidder's claim of resident bidder status. Failure to provide such documentation upon request shall result in disqualification of the bidder or contract termination.

Signature

Printed Name

Title

Date

Company Name _____

Address _____

Subscribed and sworn to before me by _____

(Affiant)

(Title)

of _____ This ____ day of _____, 20____.
(Company Name)

Notary Public

[seal of notary]

My commission expires: _____