



Boone County, Kentucky

BID # BCFY22-23

**LED SPORT LIGHTING RETROFIT
At Various Park Locations
for the Boone County Fiscal Court**

ACCEPTANCE DATE: **Prior to 2:00 p.m., November 2, 2021 "Local time"**

ACCEPTANCE
PLACE

Boone County Fiscal Court
2950 Washington Street
PO Box 960
Finance Department
2nd Floor Administration Building
Burlington, Kentucky 41005

Requests for information related to this Invitation should be directed to:

David Whitehouse, CPRP
Director of Parks & Recreation
(859) 334-2133
E-mail address: dwhitehouse@boonecountyky.org

Issue Date: October 21, 2021

IF YOU NEED ANY REASONABLE ACCOMMODATION FOR ANY TYPE OF DISABILITY
IN ORDER TO PARTICIPATE IN THIS PROCUREMENT, PLEASE CONTACT OUR OFFICE
AS SOON AS POSSIBLE.

NOTICE

The Boone County Fiscal Court will receive sealed bids in the Finance Department, Second Floor, Administration Building, 2950 Washington Street, Burlington, Kentucky 41005, **until 2:00 p.m. (local time), November 2, 2021 for LED Sport Lighting Retrofit at various park locations for the Boone County Fiscal Court.** Bids will be opened and publicly read aloud at that time in the Fiscal Courtroom, First Floor, Administration Building. Late, electronically submitted, or facsimile bids will not be accepted.

A non-mandatory pre-bid meeting will take place the week of October 25th – October 29th. To schedule, call David Whitehouse at 859-801-2552.

BID ENVELOPE MUST BE LABELED: "SEALED BID: LED Sport Lighting- BCFY22-23." Envelopes must also be labeled with the name and address of the vendor submitting the bid.

Specifications may be obtained in the Finance Department, 2950 Washington St, Second Floor, Administration Building, 2950 Washington Street, Burlington, KY 41005 or by visiting our website at www.boonecountyky.org/publicnotices

Boone County reserves the right to reject any and all bids, to waive any informalities and to negotiate for the modifications of any bid or to accept that bid which is deemed the most desirable and advantageous from the standpoint of customer value and service and concept of operations, even though such bid may not, on its face, appear to be the lowest and best price. No bid may be withdrawn for a period of thirty (30) days after scheduled time of receipt of bids.

INTENT

Whenever a specific "Brand Name" is used in these specifications, it is used for descriptive purposes only. Whenever or where the Bidder takes exceptions to the Specifications, such exceptions shall be listed on the "Exception Sheet" of these specifications and signed by the Bidder. The Bidder must use the attached Bid Form as no other form will be accepted. The Bidder shall also attach to the Bid Form, descriptive information and literature showing the items on which the Bid was based. The Boone County Fiscal Court shall be the sole judge of whether a Bid meets the intent of these specifications.

KENTUCKY PREFERENCE LAW

The scoring of bids/proposals is subject to Reciprocal preference for Kentucky resident bidders and Preferences for a Qualified Bidder or the Department of Corrections, Division of Prison Industries. *Vendors not claiming resident bidder or qualified bidder status need not submit the corresponding affidavit.

INSTRUCTIONS AND CONDITIONS

- (1) **These documents constitute the complete set of specification requirements and bid response forms. The bidder is responsible for ensuring that all pages and all addenda are received.** The Boone County Fiscal Court advises all bidders to closely examine this ITB package, and to immediately direct any questions regarding the completeness of this ITB package and any addenda thereto to the Finance Department. **Unless otherwise directed in writing by the Finance Department, the bidder must submit all bid responses on the bid response form provided with this ITB.**
- (2) All bid responses must be typewritten or written legibly in ink and signed by an individual authorized to bind the bidder. **Properly notarized signatures are required where indicated; failure to comply with this requirement shall be cause for rejection of bid response.** Erasures, white-outs and type-overs, and other modifications must be initialed. Bidders are cautioned to verify their bid response prior to submission.
- (3) Bid responses must be submitted in a sealed, properly marked envelope and filed on or before the date and time specified for the receipt of bids responses. **No late bid responses will be accepted.** The Boone County Fiscal Court shall not be responsible for bid responses that are mailed or sent via private delivery services.
- (4) **The Boone County Fiscal Court will not accept bid responses submitted by fax or electronic mail.**
- (5) Any contract awarded pursuant to this ITB shall be awarded to the lowest responsive and responsible bidder whose bid response meets the requirements and criteria set forth in this ITB. A “responsive bidder” means a person who has submitted a bid response which conforms in all material respects to the ITB. A “responsible bidder” means a person who has the capacity in all respects to perform fully the contract requirements and the integrity and reliability which will assure good faith performance.
- (6) Any changes made to this bid document may delay any contract award and execution. Additionally, changes made to this bid document may disqualify the bid response as non-responsive.
- (7) Substitutions will not be permitted unless specifically provided for in this ITB. If this ITB specifies that substitutions are permitted, any particular manufacturer, brand, model, make, or detailed description set forth in the specifications is for descriptive purposes only and a bidder may substitute articles so long as they are of similar character, quality and design as that specified, and will serve the purpose for which the article is to be used equally well as that specified and is equally suited to the needs of the Boone County Fiscal Court as that specified. If bidding a substitute article, a bidder must provide the manufacturer’s name and catalogue reference, specifications for the substitute article, and/or other information that will enable the Boone County Fiscal Court to make the determination of similarity, serviceability and suitability of the substitute. The Boone County Fiscal Court reserves the right to be the sole judge in making such determination. **UNLESS THIS ITB SPECIFIES THAT A SUBSTITUTE ARTICLE IS PERMITTED, IT IS UNDERSTOOD THAT THE ARTICLE TO BE PROVIDED BY THE BIDDER, IF SUCCESSFUL, WILL BE OF THE SAME MANUFACTURE, BRAND, MODEL, MAKE AND/OR WILL MATCH THE DETAILED DESCRIPTION SET FORTH IN THE SPECIFICATIONS.**
- (8) **ALL BIDDERS WHO ARE AWARDED CONTRACTS AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS SET FORTH BELOW:**
 - a) The awarded bidder shall not assign, transfer, convey or otherwise dispose of the contract, or the right, title or interest in or to the same of any part thereof, without the prior written consent of the Boone County Fiscal Court, and the awarded bidder shall not assign by power of attorney or otherwise any of the moneys to become due and payable under the contract. Breach of this provision shall be a material breach.

- b) It is understood that it is necessary for the Boone County Fiscal Court to have a continuous and uninterrupted flow of supplies and materials and services and the awarded bidder must furnish and make the deliveries of supplies, materials, and services accordingly.
 - c) The contract is subject to all charter and code provisions of the Boone County Fiscal Court. It is hereby agreed that the provisions of all ordinances and resolutions of the Boone County Fiscal Court relating to bidders and contractors are hereby made a part of the contract.
 - d) Should awarded bidder fail to fulfill, in a timely and proper manner, its obligations under the contract, or if it should violate any of the terms of the contract, the Boone County Fiscal Court shall have the right to immediately terminate the contract. The Boone County Fiscal Court may terminate the contract at any time, with or without cause, upon sixty (60) days written notice to bidder. Should funding for the contract be discontinued, the Boone County Fiscal Court shall have the right to terminate the contract immediately upon written notice to the awarded bidder.
 - e) The Boone County Fiscal Court, at its option, and in lieu of immediate termination, may request that the awarded bidder repair or replace any defective goods or correct performance by written notice to awarded bidder. In that event, awarded bidder shall take corrective action within thirty (30) days. Exercise of this option shall not relieve awarded bidder of any liability to the Boone County Fiscal Court for damages sustained by virtue of awarded bidder's breach.
 - f) The contract may be modified only by written amendment executed by all parties and their signatories hereto.
 - g) No waiver of any provision of the contract shall affect the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.
 - h) Awarded bidder agrees that, in the event either party deems it necessary to take legal action to enforce any provision of the contract, and in the event the Boone County Fiscal Court prevails, awarded bidder shall pay all expenses of such action including the Boone County Fiscal Court's attorney fees and costs at all stages of the legal action.
 - i) Contractor shall indemnify and hold harmless the Boone County Fiscal Court, its officers, agents and employees from:

any claims, damages, costs, and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts of omission of awarded bidder, its officers, employees and/or agents, including its sub or independent contractors, in connection with the performance of this contract; and

any claims, damages, penalties, costs, and attorney's fees arising from any failure of awarded bidder, its officers, employees and/or agents, including its sub or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.
 - j) Awarded bidder shall maintain insurance sufficient to cover any claims arising from the acts of the awarded bidder in connection with the performance of this contract and subject to the approval of the Boone County Fiscal Court.
- (12) Bidder is entitled to protest to the Assistant County Administrator in connection with the ITB or award of a contract. A protest or notice of other controversy must be filed promptly and in any event within two (2) calendar weeks after such aggrieved person knows or should have known of the facts giving rise thereto. All protests or notices of other controversies must be in writing. The Assistant County Administrator shall promptly review the protest and issue his recommendation to the County Administrator. In turn, the County Administrator shall issue a decision in writing. A copy of the decision shall be mailed or otherwise furnished to the aggrieved party and shall state reasons for the action. The decision of the County Administrator shall be final and conclusive. (Boone County Administrative Code 408.0)
- (13) The Boone County Fiscal Court does hereby expressly reserve the right to reject any and all bid responses, the right to request additional information, the right to clarify bids, the right to award a contract for only some but not all the articles or items in the bid and does further expressly reserve the right to waive minor irregularities. The Boone County Fiscal Court does not warrant or guarantee that a contract will be awarded as a result of this ITB.

- (14) Any prospective Bidder desiring an explanation or interpretation of this ITB, drawings, specifications, etc., must request such explanation in writing no later than two (2) days prior to the bid submission date. Any information provided by the Boone County Fiscal Court to a prospective bidder concerning this ITB shall be in the form of a written addendum furnished to all prospective bidders, at the sole discretion of the Boone County Fiscal Court.
- (15) Where more than one item is listed, any item(s) not bid upon should be indicated "No Bid". Any and all items left blank will be considered a "No Bid" for that item.
- (16) A bidder desiring to bid "No Charge" must so indicate; otherwise, the bid will be construed as incomplete and may be rejected.
- (17) Bidders are cautioned that any condition, qualification, provision, or comment in its bid response, or in other correspondence transmitted with their bid response, which in any way modifies, takes exception to, or is inconsistent with the specifications, requirements, or any of the terms, conditions, or provisions of this ITB, shall be sufficient cause for the rejection of its bid response as non-responsive.
- (18) **BIDDER, BY SIGNING AND MAKING THIS BID, MAKES THE FOLLOWING AFFIRMATIVE DECLARATION AND STATEMENT AS OF THE DATE SAID BID IS SIGNED, TO WIT:**
- a) Bidder, after being first duly sworn, affirms that by its employment policy, standards and practices, it does not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to the individual's race, creed, color, national origin, age or sex and it is not in violation of and will not violate any applicable laws concerning the employment of individuals with disabilities.
 - b) It is the policy of the Boone County Fiscal Court not to discriminate on the basis of age, race, sex, color, national origin, or disability in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities. With regard to all aspects of this contract, Contractor certifies and warrants it will comply with this policy.
 - c) Bidder understands that it shall be a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therefore.
 - d) Bidder also understands that it shall be a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract of the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.
 - e) Bidder also understands that it shall be a breach of ethical standards for a person to be retained, or to retain a person to solicit or to secure a Boone County Fiscal Court contract upon the agreement or understanding for a contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business.
 - f) Bidder represents that bidder has not retained any person in violation of the previous paragraph.
 - g) A breach of ethical standards could result in civil and/or criminal sanctions and/or debarment or suspension from being a contractor or subcontractor under Boone County Fiscal Court contracts.
- (19) **BIDDER, BY SIGNING AND MAKING THIS BID**, does further declare, in determining the prices and/or amounts of the bid, that bidder has not colluded with any other person, firm, corporation or association in arriving at said prices and/or

amounts or in any way violated the terms, conditions and/or spirit of the provisions of 15 U.S.C. 1 through 7 (Sherman Anti-Trust Act).

- (20) Price quoted must be the price for new merchandise that is free from defects. Any bid responses which modify the requirements of this ITB will not be considered and may result in a determination that a bid response is deemed non-responsive.
- (21) Deliveries of all items shall be made as stated in the bid specifications. In the appropriate blank on the bid response form, the Bidder must indicate the best delivery date after receipt of order. Deliveries resulting from this ITB are to be made during the normal working hours of the Boone County Fiscal Court. Time is of the essence and the bidder's delivery date must be specified and adhered to. Should the awarded bidder fail to deliver items on or before its stated date, the Boone County Fiscal Court reserves the right to cancel the order or contract. The awarded bidder(s) shall be responsible for making any and all claims against carriers for missing or damaged items.
- (22) Delivered items will not be considered "accepted" until an authorized agent for the Boone County Fiscal Court has, by inspection or test of such items, determined that they fully comply with specifications. The Boone County Fiscal Court may return, for full credit and at no expense to the Boone County Fiscal Court, any item(s) received which fail to meet the specifications as stated in this ITB.
- (23) All deliveries made pursuant to this ITB and a contract award must be made pursuant to written purchase order of the Boone County Fiscal Court Purchasing Agent ("Purchasing Agent"). **The Boone County Fiscal Court assumes no liability for goods and/or services provided without a written purchase order from the Purchasing Agent.** Unless otherwise specified in this ITB, delivery charges are to be prepaid and included in the bid price.
- (24) The Boone County Fiscal Court is exempt from federal and state taxes. Upon request, the Purchasing Agent will provide an exemption certificate to the awarded Bidder. Vendors doing business with the Boone County Fiscal Court shall not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations to the Boone County Fiscal Court, nor shall any vendor be authorized to use the Boone County Fiscal Court's Tax Exemption Number in securing such materials.
- (25) If awarded Bidder subcontracts any portion of the contract for any reason, it must provide, in writing, the name and address of the subcontractor, name of the person to be contacted including telephone number and extent of work to be performed. This information should be submitted with bid response; however, if not included, it shall be the responsibility of the awarded Bidder to submit to the Boone County Fiscal Court the subcontractor for approval prior to commencement of work. The Boone County Fiscal Court reserves the right to reject a bid response of any bidder if, in the sole discretion of the Boone County Fiscal Court, the bid response names a subcontractor who has previously failed in the proper performance of an award or failed to deliver on time contracts of a similar nature, or who is not in a position to perform properly under the award.
- (26) Payment will be made by the Boone County Fiscal Court after commodities and/or services have been received, accepted, and properly invoiced as indicated in the contract and/or purchase order. **Invoices must bear the purchase order number.**
- (27) The awarded bidder must strictly comply with federal, state, and local building and safety codes. Equipment must meet all federal and state safety regulations for grounding of electrical equipment and for lockout/tagout processes.
- (28) Bidder certifies that all material, equipment, processes, etc., contained in its bid response meets all OSHA, ANSI, NFPA and all other federal and state requirements. Bidder further certifies that, if it is the successful bidder, and the material, equipment, etc., delivered is subsequently found to be deficient in any of the aforementioned requirements in effect on the date of delivery, all costs necessary to bring the material, equipment, processes, etc., into compliance shall be borne by the awarded bidder.

SPECIFICATIONS

Objective

Boone County Fiscal Court seeks sealed bids for removal and upgrade to LED sports lights at the following locations, to be completed during the time of December 1, 2021 and March 15, 2022.

1. Central Park, 9190 Camp Ernst Rd, Union, KY 41091
2. Central Park Baseball Field #1
3. Central Park Baseball Field #2
4. Central Park Baseball Field #3
5. Central Park Baseball Field #4
6. Central Park Baseball Field #5
7. Central Park Baseball Field #6
8. Central Park Soccer Field #1
9. Central Park Tennis Courts (4) and New Pickleball Court (4)
10. Boone Woods Park, 6000 Veterans Way, Burlington, KY 41005
11. Boone Woods Tennis (6)
12. Boone Woods Volleyball Court
13. Boone Woods Horseshoe Pits

Scope of Services

The primary goals of this sports lighting project are:

1. Life Cycle Cost: The preferred lighting system shall be energy efficient and cost effective to operate.
2. Environmental Light Control: Lighting should not negatively impact the community or spectators with excessive spill light or glare.
3. Guaranteed Constant Light Level: The Lighting system is to be designated so that constant light levels are guaranteed for a period of 15 years, for the safety of players and enjoyment of spectators.

Work and Product Requirements

1. The Successful contractor shall supply and install LED sports lighting equipment **on existing poles.**
2. The Contractor will provide and install equipment necessary to provide a complete operational system that is energy efficient and cost effective to operate, does not negatively impact the community with excessive spill light or glare and provides guaranteed specified light levels for 15 years.
3. Items to be provided and installed by the contractor include, but shall not be strictly limited to the following:

- a. LED sports lighting with at 15-year warranty and maintenance program on existing poles.
- b. Electrical wire or conductors shall be approved for the application in wet locations.
- c. New electrical distribution panel boards.
- d. All labor and materials necessary to new contactors and controls.
- e. All new wiring from ground to top of pole.
- f. All labor and materials necessary to aim lighting.
- g. All labor and materials necessary to install lamps and reflectors on pole top assembly.

Lighting Performance

1. Illumination levels and design factor shall be based on guaranteeing light levels for 15 years. Light levels shall not drop below specified targeted lighting levels during the 15 years' operating hours.
2. Horizontal illumination levels shall be based at any point on a parallel plane 36" above the playing surface. Lighting calculations shall be placed on a grid as shown in the specifications.
3. Lighting Level minimums:
 - a. Baseball Class 3 ~ 50-foot candles infield & 20-foot candles outfield.
 - b. Soccer Field & Tennis/Hardcourt areas - Class 3 ~ 30-foot candles.

EXCEPTIONS TO SPECIFICATIONS

Signature required if exceptions are noted

BID FORM

In compliance with this Bid and subject to all conditions thereof, the undersigned offers and agrees to furnish any or all items and/or services upon which prices are quoted, at the price quoted as specified.

The cost to include labor, supplies and installation of Led Sport Lighting Retrofit at Various Parks Locations as mentioned in the objective, per the specifications described herein, for the lump sum of:

\$ _____ (price includes all 13 locations)

Can bidder have project completed during the time of December 1, 2021 and March 15, 2022

Yes _____ No _____

My signature certifies that the accompanying bid is not the result of or affected by any act of collusion with another person or company engaged in the same line of business or commerce, or any act of fraud. I hereby certify that I am authorized to sign this bid for the bidder.

NAME OF BIDDER: _____ DATE : _____

ADDRESS: _____

FEDERAL ID #: _____

SIGNATURE: _____

OFFICIAL TITLE: _____

PHONE (____) _____

FAX (____) _____

KENTUCKY PREFERENCE LAWS

The scoring of bids/proposals is subject to Reciprocal preference for Kentucky resident bidders and Preferences for a Qualified Bidder or the Department of Corrections, Division of Prison Industries. ***Vendors not claiming resident bidder or qualified bidder status need not submit the corresponding affidavit.**

Reciprocal preference for Kentucky resident bidders

KRS 45A.490 Definitions for KRS 45A.490 to 45A.494.

As used in KRS 45A.490 to 45A.494:

- (1) "Contract" means any agreement of a public agency, including grants and orders, for the purchase or disposal of supplies, services, construction, or any other item; and
- (2) "Public agency" has the same meaning as in KRS 61.805.

KRS 45A.492 Legislative declarations.

The General Assembly declares:

- (1) A public purpose of the Commonwealth is served by providing preference to Kentucky residents in contracts by public agencies; and
- (2) Providing preference to Kentucky residents equalizes the competition with other states that provide preference to their residents.

KRS 45A.494 Reciprocal preference to be given by public agencies to resident bidders -- List of states -- Administrative regulations.

- (1) Prior to a contract being awarded to the lowest responsible and responsive bidder on a contract by a public agency, a resident bidder of the Commonwealth shall be given a preference against a nonresident bidder registered in any state that gives or requires a preference to bidders from that state. The preference shall be equal to the preference given or required by the state of the nonresident bidder.
- (2) A resident bidder 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:
 - (a) Is authorized to transact business in the Commonwealth; and
 - (b) Has for one (1) year prior to and through the date of the advertisement, filed Kentucky corporate income taxes, made payments to the Kentucky unemployment insurance fund established in KRS 341.490, and maintained a Kentucky workers' compensation policy in effect.
- (3) A nonresident bidder is an individual, partnership, association, corporation, or other business entity that does not meet the requirements of subsection (2) of this section.
- (4) If a procurement determination results in a tie between a resident bidder and a nonresident bidder, preference shall be given to the resident bidder.
- (5) This section shall apply to all contracts funded or controlled in whole or in part by a public agency.

(6) The Finance and Administration Cabinet shall maintain a list of states that give to or require a preference for their own resident bidders, including details of the preference given to such bidders, to be used by public agencies in determining resident bidder preferences. The cabinet shall also promulgate administrative regulations in accordance with KRS Chapter 13A establishing the procedure by which the preferences required by this section shall be given.

(7) The preference for resident bidders shall not be given if the preference conflicts with federal law.

(8) Any public agency soliciting or advertising for bids for contracts shall make KRS 45A.490 to 45A.494 part of the solicitation or advertisement for bids.

The reciprocal preference as described in KRS 45A.490-494 above shall be applied in accordance with 200 KAR 5:400.

Determining the residency of a bidder for purposes of applying a reciprocal preference

Any individual, partnership, association, corporation, or other business entity claiming resident bidder status shall submit along with its response the attached Required Affidavit for Bidders, Offerors, and Contractors Claiming Resident Bidder Status. 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.

A nonresident bidder shall submit, along with its response, its certificate of authority to transact business in the Commonwealth as filed with the Commonwealth of Kentucky, Secretary of State. The location of the principal office indentified therein shall be deemed the state of residency for that bidder. If the bidder is not required by law to obtain said certificate, the state of residency for that bidder shall be deemed to be that which is identified in its mailing address as provided in its bid.

Preferences for a Qualified Bidder or the Department of Corrections, Division of Prison Industries.

Pursuant to 200 KAR 5:410, and KRS 45A.470, Kentucky Correctional Industries will receive a preference equal to twenty (20) percent of the maximum points awarded to a bidder in a solicitation. In addition, the following "qualified bidders" will receive a preference equal to fifteen (15) percent of the maximum points awarded to a bidder in a solicitation: Kentucky Industries for the Blind, any nonprofit corporation that furthers the purposes of KRS Chapter 163 and any qualified nonprofit agencies for individuals with severe disabilities as defined in KRS 45A.465(3). Other than Kentucky Industries for the Blind, a bidder claiming "qualified bidder" status shall submit along with its response to the solicitation a notarized affidavit which affirms that it meets the requirements to be considered a qualified bidder- affidavit form included. If requested, failure to provide documentation to a public agency proving qualified bidder status may result in disqualification of the bidder or contract termination.

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 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: _____

REQUIRED AFFIDAVIT FOR BIDDERS, OFFERORS AND CONTRACTORS CLAIMING QUALIFIED BIDDER STATUS

FOR BIDS AND CONTRACTS IN GENERAL:

I. The bidder or offeror swears and affirms under penalty of perjury that the entity bidding, and all subcontractors therein, meets the requirements to be considered a "qualified bidder" in accordance with 200 KAR 5:410(3); and will continue to comply with such requirements for the duration of any contract awarded. Please identify below the particular "qualified bidder" status claimed by the bidding entity.

_____ A nonprofit corporation that furthers the purposes of KRS Chapter 163

_____ Per KRS 45A.465(3), a "Qualified nonprofit agency for individuals with severe disabilities" means an organization that:

- (a) Is organized and operated in the interest of individuals with severe disabilities; and
- (b) Complies with any applicable occupational health and safety law of the United States and the Commonwealth; and
- (c) In the manufacture or provision of products or services listed or purchased under KRS 45A.470, during the fiscal year employs individuals with severe disabilities for not less than seventy-five percent (75%) of the man hours of direct labor required for the manufacture or provision of the products or services; and
- (d) Is registered and in good standing as a nonprofit organization with the Secretary of State.

The BIDDING AGENCY reserves the right to request documentation supporting a bidder's claim of qualified bidder status. Failure to provide such documentation upon request may 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: _____