



Commonwealth of Kentucky

SOLICITATION

TITLE: Press Clipping/Media Reporting Services

DATE ISSUED 2008-10-14	SOLICITATION CLOSES Date: 2008-10-29 Time: 13:30:00	SOLICITATION NO. RFB 758 0800003337
----------------------------------	--	---

I S S U E D B Y	Room 096 Capitol Annex Richard Mize	A D D R E S S T O	Please see the Terms and Conditions For Information on where to submit Your Bid/Proposal.
V E N D O R	Name:	R E M I T T O	Name:
	Address:		Address:
	City, State Zip Code:		City, State Zip Code:
	Phone #:		Phone #:
	Email Address:		Email Address:
	Contact Name:		Contact Name:
	Contact Email:		Contact Email:
	Vendor Customer (VC) #:		Vendor Customer (VC) #:

FOR INFORMATION CALL:
Richard Mize
502-564-4510

ONLINE BIDDING PROHIBITED
Yes

OWNERSHIP TYPE:
☐ Sole Proprietorship ☐ Partnership ☐ Corporation

SIGNATURE OF AUTHORIZED AGENT IS REQUIRED UNLESS RESPONSE IS SUBMITTED ELECTRONICALLY
FAILURE TO SIGN SHALL RENDER THE BID INVALID.

Signature X _____ FEIN# _____ DATE _____

All offers subject to all terms and conditions contained in this solicitation.

Line Items

Line Group: Default Commodity Group						
Line	CL Description	Due Date	Quantity	Unit Issue	Unit Cost	Line Total Or Contract Amt
1	MEDIA REPORTING SERVICES		12.00	MO		
Comm Code	Comm Description	Manufacturer		Model #		Man Part #
91564	Media Clipping Services: Clippings, Outtakes, Critiques, Sum					

Extended Description

MEDIA REPORTING SERVICES (PRESS CLIPPING SERVICES)

Vendor shall make DAILY reports via e-mail to KY Department of Agriculture of mentions of ...
The KY Dept of Agriculture
The Commissioner of KY Dept. of Agriculture
The KENTUCKY PROUD Program

occurring in PRINT MEDIA , including magazines and newspapers distributed in Kentucky as well as regional out-of-state publications with KY coverage and distribution areas, as well as a log of INTERNET mentions with hyperlinks to the mention. Regional newspapers with KY coverage include the Cincinnati Enquirer (Ohio), The Huntington Herald-Dispatch (WV) and Evanville Courier & Press (IN). The daily report shall include source name, publication date, Headline, location with-in publication, publication circulation, and equivalent advertising value.

B I L T O	523221	S H I P T O	523221
	AGR STRATEGIC PLANNING/ADM		AGR STRATEGIC PLANNING/ADM
	500 MERO STREET		500 MERO STREET
	7TH FLOOR		7TH FLOOR
	FRANKFORT KY 40601		FRANKFORT KY 40601
	US		US

Evaluation Criteria			
The following criteria will be used when determining the award of this solicitation			
Code	Criteria Description	Points	Vendor Response (DO NOT LIST PRICES IN THIS SECTION. UNIT PRICES AND TOTAL PRICES MUST BE FILLED IN ADJACENT TO THEIR LINE ITEMS.)

PRICE	Lowest Bidder Receives Points	1000
-------	-------------------------------	------

0800003337	Document Phase Final	Document Description Press Clipping/Media Reporting Services	Page 4 of 31
------------	-------------------------	---	-----------------

SECTION 1.00 NOTICES TO VENDORS

BID SUBMISSION INSTRUCTIONS: THE OFFICE OF PROCUREMENT SERVICES HAS MOVED.

Vendors shall submit one (1) marked original of the bid response packet under sealed cover, which shall be received no later than the date and time indicated on the face of this Solicitation. **Fax bid response copies and Electronic Bids are NOT acceptable for this Solicitation and shall be considered non-responsive.** Vendors shall also provide descriptive literature, catalogs, sample materials, warranties, and complete specifications covering the products offered, if not the brand specified. Responses not meeting this requirement will be cause for bid rejection.

The outside cover of the package containing the bid proposal shall be marked as below and submitted to:

**BID CLERK
COMMONWEALTH OF KENTUCKY
OFFICE OF PROCUREMENT SERVICES
Capitol Annex
702 Capitol Avenue, Room 096
FRANKFORT KY 40601**

TITLE OF REQUEST FOR BID

NAME OF VENDOR SUBMITTING BID RESPONSE

Specify BID CLOSING DATE and Time

Specify RFB Number.

NOTE NEW ROOM NUMBER.

It is the Bidder's responsibility to insure that their bid is delivered to the new address, ROOM 096, prior to the closing date and time.

THIS IS IN THE BASEMENT OF THE CAPITOL ANNEX.

***ALL PUBLIC BID OPENINGS WILL BE CONDUCTED
IN ROOM 093 OF THE CAPITOL ANNEX.***

Revenue Form 10A105, "State Vendor Eligibility Request Form", effective

0800003337	Document Phase Final	Document Description Press Clipping/Media Reporting Services	Page 5 of 31
------------	--------------------------------	--	-------------------------------

July 2008, is a form to be completed by any person or entity wishing to contract with the Commonwealth to provide goods or services subject to sales and use tax pursuant to KRS 139.200. The form is located at this web-link below as Attachment 5:

<http://eprocurement.ky.gov/attachments.htm>

In accordance with administrative regulation 200 KAR 5:390, this form has to be completed and submitted, before a contract can be awarded. Section 2 of the regulation also notes: "Failure to submit the required documentation or to remain registered and in compliance with the sales and use tax filing and remittance requirements of KRS 139.540 and KRS 139.550 throughout the duration of the contract shall constitute a material breach of the contract and the contract may be terminated."

1.01

Electronic format

Requests for Bid documents are now downloadable in PDF format. These files may be saved locally to your PC. A free download of the necessary software to view Adobe PDF documents may be obtained at [Adobe - Reader Download](#).

The Request for Bid may also have other attachments in various other file formats, such as Microsoft WORD and EXCEL.

To download a free Microsoft Word viewer, or other Microsoft downloads, follow the link below. Vendors using the viewer will be able to print out the solicitation document, complete manually and send in to the address give as indicated.

<http://office.microsoft.com/Downloads/9798/wd97vwr32.aspx>

In the event of any conflict or variation between the solicitation or modification as issued by the Commonwealth and the vendor's response, the version as issued shall prevail.

1.02

Increased security Affecting access

All bidders are cautioned to be aware of increased security in the Capitol Annex in Frankfort. Effective immediately in-person or courier delivered bids/proposals in response to a Commonwealth Solicitation should be delivered a minimum of thirty minutes to an hour earlier than the published closing time to allow for a

0800003337	Document Phase Final	Document Description Press Clipping/Media Reporting Services	Page 6 of 31
------------	--------------------------------	--	-------------------------------

security check-in. Delays due to building security checks shall not be justification for acceptance of a late bid or proposal. Vendor attention to this advisory is appreciated.

1.03

Sole Point of Contact- Commonwealth Buyer

The Commonwealth Buyer listed below shall be the **sole point of contact** throughout the procurement process. All communications, oral and written (regular, express, or electronic mail, or fax), concerning this procurement shall be addressed to:

Richard Mize
Office of Procurement Services
Finance and Administration Cabinet
702 CAPITOL AVE RM 096
FRANKFORT KY 40601
Telephone: (502) 564-6521
FAX: (502) 564-1434
E-mail: richard.mize@ky.gov

Potential bidders should clearly understand that any verbal representations made or assumed to be made during any oral discussions held between representatives of potential bidders and any State employee or official are not binding on the Commonwealth of Kentucky.

1.04

Restrictions on Communications

From the issue date of this Solicitation until a Contractor(s) is selected and the selection is announced, Offerors are not allowed to communicate with any Commonwealth Staff concerning this Solicitation except:

- ✂ The Commonwealth Buyer cited in this Solicitation
- ✂ Commonwealth representatives during the Vendors' Conference; or
- ✂ Via written questions submitted to the Commonwealth Buyer

[For violation of this provision, the Commonwealth shall reserve the right to disqualify the bid/proposal.](#)

1.07

Change in Vendor Notification of Solicitation Issuance –

The Office of Material and Procurement Services (DMPS) has implemented an

0800003337	Document Phase Final	Document Description Press Clipping/Media Reporting Services	Page 7 of 31
------------	--------------------------------	--	-------------------------

upgrade to its Procurement software, effective July 1, 2006.

It is to the Vendor's benefit to go to the NEW VSS E-Procurement web page and update your Vendor information.

There are two reasons for this update. The first reason being that when you update the Vendor information database with your company e-mail address, future notices of Solicitations and Modifications will be sent to your e-mail address notifying you that the State has issued a Solicitation / Modification on a Commodity that you are interested in. The second item to update is the Commodities that you are interested in being notified about release of Solicitations and Modifications. This new procedure should greatly aid in Vendors locating Solicitations and Modifications that they need. Please access our E-Procurement Web Site at [Kentucky: eProcurement - eProcurement](http://Kentucky.eProcurement-eProcurement). From that page there is a link to the VSS (Vendor Self Service) Web site at <https://emars.ky.gov/online/vss/Advantage>

FOR ASSISTANCE WITH ACCESSING THE WEB SITE, REGISTERING OR UPDATING YOUR VENDOR REGISTRATION PLEASE CALL (877) 973-4357.

1.08

Campaign Finance Law Compliance

A Campaign Finance Law Compliance affidavit is required. This must be signed by the vendor's authorized representative, notarized, and included with your bid package submission. Bid submissions that do not include this signed statement may be deemed as non-responsive, and ineligible for award of contract. The affidavit is included at the end of the clauses.

1.09

Firm Offer 60 Days

All offers submitted in response to this Request-for-Bid shall be valid for a minimum of 60 days from closing pending evaluation of offers received and any resulting award of Contract.

SECTION 2.00 GENERAL TERMS AND CONDITIONS

2.00 Scope of Contract

The Office of Material and Procurement Services issues this Solicitation to establish a

0800003337	Document Phase Final	Document Description Press Clipping/Media Reporting Services	Page 8 of 31
------------	--------------------------------	--	-------------------------------

Master Agreement for:

PRESS CLIPPING/MEDIA REPORTING SERVICES

2.01 Initial Contract Period

The contract established from this Solicitation will be for the initial period of ONE YEAR from date of award.

2.02 Renewal Clause

This contract may be extended at the completion of the initial contract period for FOUR additional one-year periods. This extension must have the written approval of the vendor and the Office of Material and Procurement Services.

2.03 Renewal Clause – Optional Renewal Period

If the contract resulting from this Solicitation provides for an optional renewal period, the Commonwealth of Kentucky reserves the right to renegotiate any terms and/or conditions as may be necessary to meet requirements for the extended period. The vendor will be advised of any proposed revisions prior to the renewal periods. In the event proposed revisions cannot be agreed upon, either party shall have the right to withdraw without prejudice from either exercising the option or continuing the contract in an extended period.

2.04 Agencies to Be Served

This contract shall be for use by the following agencies of the Commonwealth of Kentucky:

KENTUCKY DEPT OF AGRICULTURE

2.07 Basis of Price Quotations/Revisions – Price Firm for Initial Period

Except as otherwise provided, bid prices must be firm. Prices bid subject to qualifications such as; "in effect on receipt of contract/order", "escalation" or other variables shall be rejected as non-responsive.

Prices shall remain firm for the initial period of the resulting contract. After this time, prices are subject to revisions, which may be either increases or decreases. Such revisions may be requested by either of the contracting parties and must be requested in writing. The requesting party must furnish documented evidence substantiating the validity of the request. The party to whom the request is presented must notify the requesting party of the decision within 30 days after receipt of the request or satisfactory supporting documentation whichever occurs later. In the event the requested revision is refused, the requesting party shall have the right to withdraw from the contract, without prejudice. Provided,

0800003337	Document Phase Final	Document Description Press Clipping/Media Reporting Services	Page 9 of 31
------------	--------------------------------	--	-------------------------

however, that the vendor must continue service, at the contract prices, until a new contract can be established (usually about 60 days).

2.08 Vendor Terms and Conditions

Solicitation or quotation forms that include terms and conditions not in conformity with the terms and conditions of this Solicitation or the Statutes of the Commonwealth of Kentucky SHALL BE REJECTED.

2.09 Post Contract Agreements

The resulting contract shall constitute the entire agreement between the State and awarded contractor. Unless contractually provided, State agencies utilizing this contract will not be required to enter into nor sign further agreements, leases, company orders or other documents to complete or initiate the terms of a contract resulting from this Solicitation or offer. Any such documents so obtained will be nonbinding on the State and agents of the State and will be cause for breach of contract.

2.10 Multiple Bids

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

2.11 Alternate Brands/Specifications

Unless otherwise specified, brands and specifications referenced in this Solicitation are meant to establish a minimum standard of quality only. Bidders may bid brands they consider to be equal by specifying the brand(s) and inserting the brand name(s), model number(s), etc. on which they are bidding. Bids offering "equal" products will be considered for award if such products are clearly identified in the bid and are determined by the State to meet or exceed fully the minimum essential specifications and salient characteristics referenced in the Solicitation. Products, which fail to meet the minimum essential requirements, will be rejected.

Bidders proposing alternate brands should enclose descriptive literature with their bids so that the equality can be verified. Failure to enclose sufficient literature may result in the rejection of the bid.

If the brands are not changed the contracts will be written accordingly and the successful bidders will be required to deliver the brands named.

2.12 Bidder's Exception to Specifications

0800003337	Document Phase Final	Document Description Press Clipping/Media Reporting Services	Page 10 of 31
------------	--------------------------------	--	--------------------------------

If a bidder takes exception to any part of the specifications as set forth in this Solicitation, they must note and explain the exception on the bid or may, if they so desire, set forth their exception in a separate letter which must accompany their bid. If no exceptions are noted, or set forth in a separate letter, the Office of Material and Procurement Services is assured that the bidder guarantees to furnish and deliver the “as specified” product and at the price bid.

2.15 FOB Basis of Shipment – Vendor Responsible

The vendor shall be fully responsible for all shipments FOB Destination to the Kentucky agency indicated on each order. Quotations of unit prices on this Solicitation shall be FOB Destination - which is the receiving agency.

2.16 Exception to Required Use of Contract

The establishment of this Master Agreement is not intended to preclude the use of similar products when requested by the agency.

The Commonwealth of Kentucky reserves the right to contract for large requirements on the open market.

2.17 Service Performance

All services performed under contract shall be in accordance with the terms and provisions of the contract. It will be the agency’s responsibility to ensure that such services rendered are performed and are acceptable.

Major deviations of services performed will not be made without the written approval of the Office of Material and Procurement Services. Problems, which arise under any aspect of performance, should first be resolved between the vendor and the agency. Either party should refer in writing any such problems and/or disagreements that cannot be resolved to the Office of Material and Procurement Services for settlement.

2.18 Funding-Out Provision

Other provisions of this agreement notwithstanding, the vendor agrees, if funds are not appropriated to the agency or are not otherwise available for the purpose of making payments hereunder, then the agency shall be authorized, upon 60 (sixty) days written notice to the vendor, to terminate this agreement without obligation for the payment of any cancellation or termination charges which may be fixed by the agreement without any other obligation or liability hereunder.

2.19 Addition or Deletion of Items or Services

The Office of Material and Procurement Services reserves the right to add new and similar items, with the consent of the vendor, to any contract awarded from

0800003337	Document Phase Final	Document Description Press Clipping/Media Reporting Services	Page 11 of 31
------------	--------------------------------	--	-------------------------

this Solicitation. A Contract Modification will be issued by the Office of Material and Procurement Services to effect this change.

2.20 Agreement between Parties

By submitting a bid, the bidder acknowledges and agrees to be bound by the terms and conditions of the Solicitation.

The bidder agrees that a resulting contract is the complete and exclusive statement of the agreement between the parties, which supersedes all prior agreements, oral or written, and all other communications between the parties relating to the subject matter of this Solicitation. It is further agreed between the parties, that any valid modification of contractual agreement must be formalized by issuance of an Contract Modification from the Office of Material and Procurement Services.

Purchase or Sales Agreements, supplied by the bidder making an offer, in reply to the Solicitation, will not be accepted. The only terms and conditions acceptable to the Commonwealth of Kentucky are as outlined in the Solicitation. Bids not conforming will be considered as non-responsive.

2.21 Governmental Restrictions

In the event any Governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship, or performance of the items offered on this proposal prior to delivery, it shall be the responsibility of the successful bidder to notify the Office of Material and Procurement Services in writing, indicating the specific regulation which requires such alterations. The Commonwealth reserves the right to accept any such alterations, including any subsequent price adjustments, or to cancel the contract.

2.22 Inspection

All supplies, equipment and services shall be subject to inspection or tests by the Commonwealth prior to acceptance. In the event supplies, equipment or services are defective in material or workmanship or otherwise not in conformity with specified requirements, the Commonwealth shall have the right to reject the items or services or require acceptable correction at the vendor's expense.

2.23 Federal Tax Exempt Purchases by the Commonwealth of Kentucky

Contracts Direct With Manufacturer: In the event a manufacturer bids direct and is awarded a contract, the Office of Material and Procurement Services shall request the contractor to furnish evidence of registration with the U.S. Internal Revenue Service. This registration shall be in accordance with the "Temporary Rules, 1958 Excise Tax Act". After such registration, individual Excise Tax

0800003337	Document Phase Final	Document Description Press Clipping/Media Reporting Services	Page 12 of 31
------------	--------------------------------	--	-------------------------

Exemption Certificates are not necessary on each individual order issued against the contract by the Office of Material and Procurement Services. Therefore, quoted prices must be exclusive of Federal Excise Taxes.

Contract With Other Than Manufacturer: If successful bidder is other than the manufacturer, the Office of Material and Procurement Services will furnish a Tax Exemption Certificate with each individual order issued against this contract. Therefore, quoted prices must be exclusive of Federal Excise Taxes.

2.28

Contract Termination

In accordance with 200 KAR 5:312 the Commonwealth shall be authorized to terminate for its own convenience, or for cause, all contracts for the procurement of supplies and services when the purchasing official has determined that such termination will be in the Commonwealth's best interests. When it has been determined that a contract should be terminated for the convenience of the Commonwealth, the purchasing agency shall be authorized to negotiate a settlement with the contractor according to terms deemed just and equitable by the purchasing agency.

Compensation to a contractor for lost profits on a contract terminated for convenience of the Commonwealth shall not exceed an amount proportionate to the sum that the contractor's total expected margin of profit on the contract bore to the contract price, based on the total out of pocket expense incurred by the contractor as of the date of termination of the contract. Whenever a contract is terminated for the convenience of the Commonwealth, the contractor shall have the burden of establishing the amount of compensation to which he believes himself to be entitled by the submission of complete and accurate cost data employed in submitting his bid or proposal for the contract, and evidence of expenses paid or incurred in performance of the contract from the date of award through the date of termination. Payment of the sum agreed to in settlement of a contract terminated for convenience of the Commonwealth shall be made from the same source of funds or accounts as the original contract.

2.29

Filing of Protest (Decision by Secretary)

(1) The Secretary of the Finance and Administration Cabinet, or his designee shall have authority to determine protests and other controversies of actual or prospective bidders or offerors in connection with the solicitation or selection for award of a contract.

0800003337	Document Phase Final	Document Description Press Clipping/Media Reporting Services	Page 13 of 31
------------	--------------------------------	--	-------------------------

(2) Any actual or prospective bidder, offeror, or contractor who is aggrieved in connection with solicitation or selection for award of a contract may file a protest with the Secretary of the Finance and Administration Cabinet. 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.

(3) The Secretary of the Finance and Administration Cabinet shall promptly issue a decision in writing. A copy of that decision shall be mailed or otherwise furnished to the aggrieved party and shall state the reasons for the action taken.

(4) The decision by the Secretary of the Finance and Administration Cabinet shall be final and conclusive. (KRS 45A.285).

The address of the Finance Cabinet Secretary is

Jonathan Miller, Secretary
Finance and Administration Cabinet
702 Capitol AV RM 383
Frankfort, Kentucky 40601

Tel: 502-564-4240
Fax: 502-564-6785

2.30

Contract Provisions by Reference

It is mutually agreed by and between the Commonwealth of Kentucky and the bidder that the Commonwealth's acceptance of the bidder's offer by the issuance of a contract shall create a contract between the parties thereto containing the following:

(1) All specifications, terms and conditions in the Invitation for Bid and the Bid Form; except as amended in the contract.

(2) The provisions of the awarded contract to include all terms, special conditions and specifications.

0800003337	Document Phase Final	Document Description Press Clipping/Media Reporting Services	Page 14 of 31
------------	--------------------------------	--	-------------------------

(3) The Kentucky General Conditions issued to bidders on State contracts.

(4) It is agreed further that no contract shall be binding on the Commonwealth of Kentucky until an encumbrance of funds has been made for the payment of the sums due under the provisions of the contract.

2.31

Compliance With Federal Requirements

Where this procurement involves the expenditure of federal assistance or contract grant funds, the awarded contractor shall comply with such federal law and authorized regulations which are mandatorily applicable and which are not presently set forth elsewhere in this solicitation. Office of Management and Budget Circular A-102, Appendix "O" requires but is not limited to, compliance with the following provisions;

(1) All contracts awarded in excess of \$10,000 by grantees and their contractors or subgrantees require compliance with Executive Order 11246, entitled "Equal Employment Opportunity", as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60).

(2) All negotiated contracts (except those awarded by small purchase procedures) awarded by grantees provide that the grantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the contractor which are directly pertinent to this specific contract, for the purpose of making audit, examination excerpts and transcriptions. Contractors are to maintain all required records for three years after grantees make final payments and all other pending matters are closed.

(3) Contracts, subcontracts and subgrants of amounts in excess of \$100,000 requires compliance with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857 (h)), Section 508 of the Clean Water Act 33 U.S.C. 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15), which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. This provision requires reporting of violations to the grantor agency and to the U.S.E.P.A. Assistant Administrator for Enforcement.

0800003337	Document Phase Final	Document Description Press Clipping/Media Reporting Services	Page 15 of 31
------------	--------------------------------	--	-------------------------

SECTION 3.00

METHOD OF AWARD-BEST VALUE RANKING APPROACH

The Commonwealth intends to award a contract to the vendor, whose offer, conforming to the solicitation, is the most advantageous on the basis of "best value" for all products, services and requirements contained herein.

An agency evaluation committee, or a designated individual, will evaluate the information provided by the vendor(s) in response to the established measurable criteria contained in the solicitation.

With the ranking approach price is one of the measurable criteria components of the solicitation. The measurable criteria are added together to determine the vendor's total score. The vendor with the highest score has the highest ranking. Award is made to the vendor with the highest ranking. If there is only one best value response to the solicitation, the evaluation process may be waived and award may be made to the only responsive, responsible vendor.

For example, if vendor "A" is evaluated by one evaluator and received a total score of 95 points then that vendor would have a 95 ranking. And if vendor "B" (responding to the same solicitation) received a total score of 90 points then he would have a 90 ranking. If more than one evaluator is used then the combined score of all evaluators for each vendor is the score to be used to determine the ranking for the vendor. Again, award will be made to the vendor with the highest ranking.

3.01 Criteria by which your bid will be evaluated.

PRICE **1000 points**

Each vendor is responsible for submitting all relevant, factual and correct information with their offer to enable the evaluator(s) to afford each vendor the maximum score based on the available data submitted by the vendor. The information will be furnished in the spaces provided below or as directed. If adequate space is not available, the vendor will attach additional information that clearly cross-references the appropriate location in the solicitation (i.e. page number, paragraph, subject, etc.).

3.02 Price 1000 Points

The bidder with the lowest price receives the maximum score of 1000 Points.

0800003337	Document Phase Final	Document Description Press Clipping/Media Reporting Services	Page 16 of 31
------------	--------------------------------	--	--------------------------------

The bidder with the next lowest price receives points calculated by dividing his price into the lowest price and multiplying the possible points by the resulting factor. For example, if \$50,000 is the low offer, then that bidder receives the maximum 1000 points. If the next best offer is \$55,000, then $\$50,000/\$55,000 = .91 \times 1000 = 910$ Points, etc.

BIDDERS SHALL ENTER THEIR PRICE OFFER IN THE SPACE PROVIDED, BOTH UNIT AND EXTENDED PRICE, AT THE LINE ITEM IN THE SOLICITATION.

SECTION 4.00 GENERAL CONDITIONS AND INSTRUCTIONS FOR SOLICITATIONS AND CONTRACTS

The following general conditions shall be incorporated by reference in each Solicitation and resulting contract for commodities or services issued by the Commonwealth of Kentucky.

By submitting a bid to the Commonwealth, a bidder agrees to these conditions.

1. DEFINITIONS:

- a. "Bid" means an offer, proposal, solicitation response, or quotation.
- b. "IFB" means an Invitation For Bids.
- c. "Offer" means a bid or a proposal.
- d. "Online Bid Response" means an electronic offer in the state's procurement system, if authorized by the solicitation for electronic response, which is in formal bid status.
- e. "RFI" means a Request for Information.
- f. "RFP" means a Request for Proposals.
- g. "RFQ" means a Request for Quotations.
- h. "Solicitation" means an IFB, RFI, RFP, or RFQ.

0800003337	Document Phase Final	Document Description Press Clipping/Media Reporting Services	Page 17 of 31
------------	--------------------------------	--	-------------------------

- i. "Tiered Pricing" means a determination of price based on volume, where the larger the volume, the larger the discount offered.

2. PREPARATION OF OFFERS:

- a. An offeror shall examine the drawings, specifications, schedule, and all instructions.
- b. An offer shall set forth full, accurate, and complete information as required by the solicitation. An offer that contains special terms and conditions in conflict with the terms of the solicitation or Commonwealth statutes and regulations may be rejected.
- d. The offeror shall submit an original hard copy offer. The offeror shall sign the hard copy solicitation in ink and type or print in ink his name, firm, address, telephone number, and date. The person signing the offer shall initial an erasure or other change in ink.

**ELECTRONIC, FAXED OR INTERNET BASED BID
SUBMISSIONS ARE NOT PERMITTED
FOR THIS REQUEST FOR BID.**

- e. Unit price for each unit offered shall be shown and shall include packing, unless otherwise specified. A total shall be entered in the amount column of the schedule for each item offered. In case of discrepancy between a unit price and extended price, the unit price shall govern.
- f. Cash discounts shall not be considered in making the award of the contract.
- g. Trade discounts, if offered, shall be deducted by the vendor in calculating the unit price quoted, unless otherwise stated.
- h. Quantity discounts, if offered, shall be included in the price of the item. The unit price shown on the contract shall be the net price less the discount unless otherwise stated. Tiered pricing may also be used.
- i. Time discounts shall be considered if the Office of Material and Procurement Services or the purchasing agency deems it in the Commonwealth's best interest.

0800003337	Document Phase Final	Document Description Press Clipping/Media Reporting Services	Page 18 of 31
------------	--------------------------------	--	-------------------------

- j. An offer for supplies or services other than those specified shall not be considered unless authorized by the solicitation.
 - k. An offeror shall state a definite time for delivery of supplies or performance of services unless otherwise specified in the solicitation.
 - l. Time, if stated as a number of days, shall include Saturdays, Sundays, and holidays.
- 3. OFFEROR CLARIFICATION - REQUEST AND RESPONSE:** Any explanation desired by an offeror regarding the meaning or interpretation of the solicitation drawings or specifications shall be requested via electronic or written communication not less than seven (7) calendar days prior to the bid opening date. Oral explanations or instructions given before the award of the contract shall not be binding. Any information given to a prospective offeror concerning a solicitation shall be furnished to all prospective offerors as a modification to the solicitation, if such information is necessary to offerors in submitting offers on the solicitation or if the lack of such information would be prejudicial to uninformed offerors.
- 4. ACKNOWLEDGMENT OF MODIFICATIONS TO SOLICITATIONS:** Receipt of a modification to a solicitation shall be acknowledged by the offeror. Written or electronic acknowledgment shall be received prior to the hour and date specified for receipt of offers. Verbal acknowledgment shall not be accepted. Failure to acknowledge a modification shall cause the bid to be considered non-responsive, unless waived in accordance with 200 KAR 5:306 § 7. Acknowledgment of the most recent modification shall constitute acknowledgment of all prior modifications.
- 5. BID SUBMISSION COMPLIANCE AND PROVISIONS:** A bidder shall:
- Submit a bid or quotation in legible form via hard copy Request For Quotation form. .
 - c. Ensure the hard copy is signed by a proper agent of the firm prior to the bid opening. No hard copy bid shall be considered valid unless filled out in ink or typewritten and signed in ink in the space provided on the Solicitation. An electronic bid shall be authorized by the proper agent of the firm, prior to sending, and shall include the appropriate authentication code recognized by the Office of Material and Procurement Services.
 - d. Specify brand name, trademark, model number and catalog number for

0800003337	Document Phase Final	Document Description Press Clipping/Media Reporting Services	Page 19 of 31
------------	--------------------------------	--	-------------------------

each item bid, if appropriate.

- e. Offer only one price for each item bid and offer only one product for each item of the Solicitation, unless the Solicitation specifically states that more than one product may be bid for a single item of the contract. Offering more than one product for any item of the Solicitation shall constitute multiple bidding and shall automatically disqualify the entire bid, unless multiple bids are requested by the Solicitation.
- f. Extend prices for items, if applicable, and provide an extended total and a grand total, if appropriate. If an error is made in an extension of prices, the unit price shall prevail.
- g. Quote prices F.O.B. destination, freight prepaid and included in the unit pricing, unless otherwise stated in the Solicitation. "F.O.B. Factory-Freight Allowed" or other such terms shall not be quoted.
- h. Provide technical specifications and any other data the Office of Material and Procurement Services needs to properly evaluate the brands of products offered as equal to those specified in the Solicitation prior to the date the Solicitation is closed, and state clearly, on the bid proposal or in an electronic attachment, any deviation from the brand specified.
- i. Not include federal excise taxes, Kentucky sales or Kentucky use taxes in the bid.
- j. Provide new and current commodities and latest models, unless otherwise specified in the Solicitation.
- k. Provide firm prices, unless otherwise stated in the Solicitation.
- l. Ensure the bid response arrives in the Office of Material and Procurement Services before the time specified in the Solicitation. The time shown in the Bid Receipt Room in the Office of Material and Procurement Services for hard copy responses shall be considered the correct time. To be considered for an award of contract, a late bid response shall be postmarked before the date specified in the Solicitation and shall be the only responsive bid received. A hand-delivered bid shall not be considered unless it is delivered before the time and date specified in the Solicitation. The Commonwealth conducts business in different time zones. The vendor shall be aware of the current time zone for the Solicitation to which the vendor responds.

0800003337	Document Phase Final	Document Description Press Clipping/Media Reporting Services	Page 20 of 31
------------	--------------------------------	--	-------------------------

- m. Maintain a bid as a firm offer with respect to price, terms and conditions for the period of time specified in the Solicitation. After closing, a bid shall be withdrawn prior to an award only if evidence is presented to the director of the Office of Material and Procurement Services that clearly demonstrates that the bidder has made a bona fide error in the preparation of the bid and that the error will result in a substantial loss to the bidder if forced to perform under the contract. Prior to opening, a bid shall be withdrawn at the vendor's request.
- n. Accept any contract awarded on the terms and conditions stated in the Solicitation.
- o. Submit a bid bond or check, if specified in the Solicitation. A bid may be rejected for failure to comply with conditions or specifications regarding either bonds or checks.
- p. Comply with the Solicitation Instructions and requests regarding the submission of samples, and pay shipping costs for samples either sent to or returned from the Office of Material and Procurement Services. Samples shall become the property of the Commonwealth unless a bidder requests return within 30 days after award of a contract. If not destroyed by testing, samples shall be returned at an offeror's request and expense, unless otherwise specified by the solicitation.
- q. Make available records, papers, books, or other documents during performance or in connection with a preliminary investigation of bidder's financial status. Information to be made available shall be limited to the information generally available to the public, if it satisfactorily indicates the bidder's ability to perform as specified in the contract. If the initial investigation does not reasonably satisfy the Office of Material and Procurement Services that the bidder can perform the contract, the Office may request additional information before a contract is awarded.
- r. File a performance bond, if requested by the Office of Material and Procurement Services, whether or not a bond was required by the Solicitation. The bidder shall sign the bond as principal and shall have the bond signed by a surety company authorized to do business in the Commonwealth of Kentucky. If the surety has its authority to do business in Kentucky revoked or withdraws from doing business in the Commonwealth, the bidder shall promptly obtain another surety on the bond. A bond furnished shall be conditioned upon the full performance of

0800003337	Document Phase Final	Document Description Press Clipping/Media Reporting Services	Page 21 of 31
------------	--------------------------------	--	-------------------------

- all obligations imposed on the bidder by his contract with the Commonwealth and shall provide for recovery by the Commonwealth of all damages suffered by it by reason of the bidder's failure to perform any contract obligations. Recovery shall be permissible from the bidder and the surety, or either of them.
- s. Obtain a bond meeting the requirements of the Solicitation from the bidder's source of supply, if requested to do so by the Office of Material and Procurement Services. If a bond is required, it shall be issued to the Commonwealth of Kentucky and shall be conditioned on the source of supply making available to the bidder such equipment or products as will enable the bidder to fulfill its obligations under the contract with the Commonwealth.
 - t. Submit the required bonds in a form approved by the Office of Material and Procurement Services.
 - u. Not assign any interest, right or duty in any contract with the Commonwealth without the written consent of the Commonwealth, except that an assignment of benefits may be executed in accordance with FAP 120-08-07. If an assignment of benefits is a partial assignment, the warrant issued by the Division of Statewide Accounting Services shall be payable jointly to the vendor and the assignee and shall be forwarded to the assignee. An assignee shall be subject to the set-off rights of the Commonwealth provided in KRS 371.040 and KRS 44.030.
 - v. Indicate the Solicitation number, opening date, and time on the lower left corner of the response envelope for a hard copy bid.
 - w. If state offices are closed on days other than scheduled holidays, bid openings scheduled for that day shall be held on the next normal working day at the scheduled hour. The Commonwealth may modify the Solicitation to extend the bid closing date and time to accommodate online bid responses. If revised, the bid closing date and time shall be posted on the Commonwealth's procurement website
 - x. If operating hours of the issuing office are delayed, bid openings at the issuing office shall be delayed by the same amount of time. The closing date and time for online bid submissions shall not be extended.

6. COMPLIANCE WITH STATE AND FEDERAL LAW: In addition to any other

0800003337	Document Phase Final	Document Description Press Clipping/Media Reporting Services	Page 22 of 31
------------	--------------------------------	--	--------------------------------

remedies at law or in equity, the Office of Material and Procurement Services may cancel any contract if there is sufficient evidence to show that:

The contract was obtained by fraud, collusion, conspiracy or other unlawful means, or

b. The contract conflicts with any statutory or Constitutional provision of the Commonwealth of Kentucky or of the United States.

7. GOVERNING LAW: The laws of the Commonwealth of Kentucky shall govern contracts or orders placed as a result of the offer. The rights and obligations of the parties shall be determined in accordance with the laws of the Commonwealth of Kentucky. An offer conditioned upon governance by the laws of a state other than Kentucky shall not be considered.

8. COMPENSABLE DAMAGES FOR BREACH: The following items shall be included as compensable damages to the Commonwealth of Kentucky for any breach of contract with the Commonwealth:

a. Replacement costs.

b. The cost of repeating the competitive bidding procedures.

c. Expenses incurred as the result of delay in obtaining replacements.

The enumeration of compensable damages contained in this section is not intended to be exclusive and shall not operate to bar recovery by the Commonwealth for any other damages occasioned by the vendor's breach of contract. However, if the contract provides for liquidated damages, the liquidated damages shall be in lieu of all other damages, including those enumerated.

9. DELIVERY, TRANSPORTATION AND PACKAGING: If awarded a contract, the bidder shall:

a. Make delivery as stated in the contract. Delivery shall be made by the end of the state's fiscal year in which the contract is awarded unless otherwise specified in the contract.

b. Make delivery during normal working days and hours to the point or points specified in the Solicitation. Normal working hours are 8:00 a.m. to 4:30 p.m., Monday through Friday, except holidays.

0800003337	Document Phase Final	Document Description Press Clipping/Media Reporting Services	Page 23 of 31
------------	--------------------------------	--	--------------------------------

- c. Pay all packing, transportation, and delivery charges to the delivery point specified by the using agency. If the delivery point specified is changed by the using agency, the vendor shall be entitled to reimbursement for any increased cost of transportation from the F.O.B. point shown in the contract document to the delivery point utilized by the agency.
- d. Adequately pack all commodities and equipment, according to accepted commercial practice and the packaging and marketing instructions in the contract document. No charges shall be made for packing cases, bailing, crating, barrels, drums, bags or other containers, except that if the bid so specifies, the vendor may make a memorandum charge and require the using agency to return the containers for credit with transportation costs paid by the vendor or pay for the containers if not returned in a reasonable length of time.

12. ADDITIONAL EQUAL EMPLOYMENT PROVISIONS UNDER CONTRACTS UTILIZING FEDERAL FUNDS: The contractor shall comply with all provisions of Presidential Executive Order 11246 (41 CFR, Part 60-1.4) as amended.

14. CONTRACT DISPUTES: Except as otherwise provided in the contract, a dispute concerning a question of fact arising under the contract that is not disposed of by agreement shall be decided by the secretary of the Finance and Administration Cabinet or a designated purchasing official, who shall reduce the decision to writing and furnish a copy to the contractor. The decision of the purchasing official shall be final unless, within 30 days from the date of receipt of the decision, a written appeal is received, addressed to the secretary of the Finance and Administration Cabinet. The decision of the secretary of the Finance and Administration Cabinet or his duly authorized representative for the determination of such appeals shall be final unless fraudulent. Pending final decision of a dispute, the contractor shall proceed diligently with the performance of the contract and in accordance with the Commonwealth's decision.

15. EQUAL EMPLOYMENT COMPLIANCE: During the performance of a contract, the contractor or vendor shall:

- a. Not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, disability, or national origin.
- b. Take affirmative action in regard to employment, upgrading, demotion,

0800003337	Document Phase Final	Document Description Press Clipping/Media Reporting Services	Page 24 of 31
------------	--------------------------------	--	-------------------------

transfer, recruitment, recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, so as to ensure that applicants are employed and that employees during employment are treated without regard to their race, color, religion, sex, age, disability, or national origin. However, if layoffs occur, employees shall be laid off according to seniority with the most recently hired employee being laid off first. Employees shall be recalled in the reverse of the way the employees were laid off.

- c. State in all solicitations or advertisements for employees placed by or on behalf of the contractor that all qualified applicants shall receive consideration for employment without regard to race, color, religion, sex, age, disability, or national origin.
- d. Post notices in conspicuous places, available to employees and applicants for employment, setting forth the provision of the nondiscrimination clauses required by this section.
- e. Send a notice to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding advising the labor union or workers' representative of the contractor's commitments under the nondiscrimination clauses.

16. COMPLIANCE WITH FEDERAL REQUIREMENTS: If a procurement involves the expenditure of federal assistance or contract grant funds, the awarded contractor shall comply with federal law and authorized regulations that are mandatorily applicable and that are not set forth in the Solicitation.

17. TERMS FOR PROMPT PAYMENT: A bill shall be paid within 30 working days of either the receipt of correct invoice, or receipt of goods or services in satisfactory condition. A penalty payment of one percent (1%) per month shall be added to the amount due the vendor for each full or partial month that the payment exceeds 30 working days. As an incentive for earlier payment, bidders for state contracts are encouraged to offer discounts for payments made in less than the prescribed 30 days.

18. MODIFICATION OR WITHDRAWAL OF OFFERS: An offer may be modified or withdrawn by electronic or written notice received prior to the hour and date specified for receipt of offers. An offer may also be withdrawn in person by an offeror or his authorized representative, if his identity is made known and he signs a receipt for the offer, but only if the withdrawal is made prior to the hour and date set for receipt of offers. A vendor may withdraw or modify an online

0800003337	Document Phase Final	Document Description Press Clipping/Media Reporting Services	Page 25 of 31
------------	--------------------------------	--	--------------------------------

bid response before the time set for opening bids by applying the appropriate electronic signature and following the procedure in the state's procurement system.

19. LATE OFFERS AND MODIFICATIONS: The state's procurement system will not allow submission of online responses after the published date and time for bid closing. A hardcopy offer or a modification of an offer received at the office designated in the solicitation after the hour and date specified for receipt shall not be considered for an award of contract, unless:

- a. No bids are received other than the late bid; and
- b. The need of an agency is determined to preclude the re-solicitation of bids; and
- c. The offer is evaluated and found to serve the best interest of the Commonwealth.

20. MULTIPLE AND ALTERNATE BIDS: A bidder shall submit one response to the solicitation and shall not propose more than one model and brand for each bid item. Except for tiered pricing, multiple or alternate bids offering more than one bid price in total or by line-item shall be cause for rejection, unless specifically called for in the Solicitation.

21. AWARD OF CONTRACT:

- a. A contract shall be awarded to the responsible offeror whose offer conforming to the solicitation provides the best value.
- b. The Commonwealth reserves the right to reject any offers and to waive informalities and minor irregularities in offers received.
- c. An electronic or a written award furnished to the successful offeror within the time for acceptance specified in the offer shall constitute a binding contract, without further actions by either party.

22. CONTRACT MODIFICATIONS: During the period of the contract, a modification shall not be permitted in any of its conditions and specifications, unless the contractor receives electronic or written approval from the Office of Material and Procurement Services. If the contractor finds at any time that existing conditions make modification in requirements necessary, the contractor shall report the matter promptly to the Office of Material and

0800003337	Document Phase Final	Document Description Press Clipping/Media Reporting Services	Page 26 of 31
------------	--------------------------------	--	--------------------------------

Procurement Services for consideration and decision. All contract modifications shall be subject to the provisions of 200 KAR 5:311.

23. **SELLER'S INVOICES:** Invoices, if required, shall be prepared and transmitted to the agency receiving the goods or services. One copy shall be marked "original" unless otherwise specified. Each invoice shall contain at least the following information:

a. Contract and order number;

Item numbers;

Description of supplies or services;

Sizes;

Quantities

Unit prices; and

Extended totals.

SECTION 5.00 CURRENT OR FORMER STATE EMPLOYEE SEEKING TO DO BUSINESS WITH THE STATE?

In the 1992 regular legislative session, the General Assembly passed Senate Bill 63 (codified as KRS 11A), the Executive Branch Code of Ethics, which applies, in part, to current and former state officials and employees of the executive branch. The Code was amended during the 1994 Legislative Session.

5.01

Current State Employees Seeking to Do Business With the State

KRS 11A.040(4) Provides:

(4) No public servant shall knowingly himself or through any business in which he owns or controls an interest of more than five percent (5%), or by any other

0800003337	Document Phase Final	Document Description Press Clipping/Media Reporting Services	Page 27 of 31
------------	--------------------------------	--	-------------------------

person for his use or benefit or on his account, undertake, execute, hold, or enjoy, in whole or in part, any contract, agreement, lease, sale, or purchase made, entered into, awarded, or granted by any state agency. This provision shall not apply to a contract, purchase, or good faith negotiation made pursuant to KRS Chapter 416 relating to eminent domain or to agreements which may directly or indirectly involve public funds disbursed through entitlement programs.

5.02

Former State Officers and Elected Officials Seeking Employment From Entities Who Do Business With the State

KRS 11A.040(6) Provides:

No present or former officer or public servant listed in KRS 11A.010(9) (a) to (i) shall, within six (6) months following termination of his office or employment, accept employment, compensation, or other economic benefit from any person or business that contracts or does business with the state in matters in which he was directly involved during the last 36 months of his tenure. This provision shall not prohibit an individual from returning to the same business, firm, occupation, or profession in which he was involved prior to taking office or beginning his term of employment, provided that, for a period of six (6) months, he personally refrains from working on any matter in which he was directly involved during the last 36 months of his tenure in state government. This subsection shall not prohibit the performance of ministerial functions including, but not limited to, filing tax returns, filing applications for permits or licenses, or filing incorporation papers.

5.03

FORMER STATE EMPLOYEES WHO SEEK TO REGISTER AS LOBBYISTS.

KRS 11A.040(7) provides:

A former public servant shall not act as a lobbyist or lobbyist's principal for a period of one (1) year after the latter of:

(A) The date of leaving office or termination of employment; or

(B) The date the term of office expires to which the public servant was elected.

5.04

FORMER STATE EMPLOYEES CONTEMPLATING REPRESENTATION OF

0800003337	Document Phase Final	Document Description Press Clipping/Media Reporting Services	Page 28 of 31
------------	--------------------------------	--	--------------------------------

ANOTHER BEFORE A STATE AGENCY

KRS 11A.040(8) provides:

A former public servant shall not represent a person in a matter before a state agency in which the former public servant was directly involved, for a period of one (1) year after the latter of:

(A) The date of leaving office or termination of employment; or (B) The date the term of office expires to which the public servant was elected. "OR BY ANY OTHER PERSONS FOR HIS USE OR BENEFIT" includes spouse.

5.05 DEFINITIONS

"OR BY ANY OTHER PERSON FOR HIS USE OR BENEFIT" includes spouse.

"DOES BUSINESS WITH" also includes any regulatory relationship between a state agency and a business, utility or person regulated by the state.

"MATTERS IN WHICH HE WAS DIRECTLY INVOLVED" applies only to matters on which the former employee personally worked or over which the employee had some authority.

"LOBBYIST" also includes executive agency lobbyists--those persons attempting to influence a decision of an executive agency official concerning state expenditures.

"REPRESENT" means to attend an agency proceeding, write a letter, or communicate with an employee of an agency on behalf of someone else.

"IN WHICH HE WAS DIRECTLY INVOLVED" modifies the word "matter" and not the words "state agency". In other words the prohibition operates to prohibit employees from representing individuals in matters in which the employee was directly involved while the employee was at the state agency. The employee would be permitted to represent individuals before the state agency so long as the subject matter of the representation was not something in which the employee was directly involved while at the state agency.

These laws are intended to promote public confidence in the integrity of state government and to declare as public policy the idea that state employees should view their work as a public trust and not a way to obtain private benefits.

0800003337	Document Phase Final	Document Description Press Clipping/Media Reporting Services	Page 29 of 31
------------	--------------------------------	--	--------------------------------

If you worked for the executive branch of state government within the past year, or were elected to an executive branch term of office which expired within the past year, you may be subject to the prohibitions of the law.

IN CASE OF DOUBT, THE LAW PERMITS YOU TO REQUEST AN ADVISORY OPINION FROM

Jill LeMaster, Executive Director
Executive Branch Ethics Commission
The Vest-Lindsey House
401 Wapping Street
Frankfort, Kentucky 40601
502-564-7954
Fax: 502-564-2686
<mailto:jill.lemaster@ky.gov>

SECTION 6.00

REPORT OF PRIOR VIOLATIONS OF TAX AND EMPLOYMENT LAWS;

6.01

KRS 45A.485 Requires Vendor To Report Prior Violations:

KRS 45A.485 requires the bidder to reveal to the Commonwealth, prior to the award of a contract, any final determination of a violation by the contractor within the previous five (5) year period of the provisions of KRS Chapters 136, 139, 141, 337, 338, 341, and 342. These statutes relate to the state sales and use tax, corporate and utility tax, income tax, wages and hours laws, occupational safety and health laws, unemployment insurance laws, and workers compensation insurance laws, respectively.

To comply with the provisions of KRS 45A.485, each bidder shall report any, if any, such final determination(s) of violation(s) by listing below the KRS violated, the date of the final determination, and the state agency which issued the final determination. This form shall be submitted with the bid if any final determinations were issued during the applicable 5-year period.

KRS VIOLATED DATE of FINAL DETERMINATION STATE AGENCY

0800003337	Document Phase Final	Document Description Press Clipping/Media Reporting Services	Page 30 of 31
------------	--------------------------------	--	--------------------------------

6.02

Continuous Compliance

KRS 45A.485 also requires that, for the duration of any contract, the contractor shall be in continuous compliance with the provisions of the above statutes that apply to the contractor's operations. The contractor's failure to reveal a final determination as described above 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 contractor's disqualification from eligibility to bid or submit proposals to the Commonwealth for a period of two (2) years.

CAMPAIGN FINANCE COMPLIANCE AFFIDAVIT.

Request for Bid 758 0800003337

- A. In accordance with the provisions of KRS 45A.110 and KRS 45A.115, each bidder or offeror shall swear or affirm under penalty of perjury that:
- (1) 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
 - (2) 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. I also hereby swear and affirm under penalty of perjury that the entity bidding is properly authorized under the laws of the Commonwealth of Kentucky to conduct business in this state; is duly registered with the Kentucky Secretary of State to the extent required by Kentucky law; and will remain in good standing to do business in the Commonwealth of Kentucky for the duration of any contract awarded.
- C. **I hereby swear and affirm 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.**

I have fully informed myself regarding the accuracy of the statements made above.

SIGNATURE

Printed Name

0800003337	Document Phase Final	Document Description Press Clipping/Media Reporting Services	Page 31 of 31
-------------------	---------------------------------------	--	--

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: _____