

# **THE LEWIS COUNTY SCHOOL DISTRICT**

## **LAWN CARE**

### **BID DOCUMENTS**

**INVITATION TO BID**  
**THE LEWIS COUNTY SCHOOL DISTRICT**  
**P.O. BOX 159; 65 Central Elementary**  
**Vanceburg, Kentucky 41179**  
**606-796-2811 phone**  
**606-796-3081 fax**

**LAWN CARE**

The Lewis County School District (hereinafter called The Board of Education) will receive sealed bids for the items and/or services listed herein. You are invited to submit a sealed bid, subject to the terms and conditions of this invitation to bid. Please read all the instructions and specifications carefully. **Failure to comply with these instructions shall disqualify your bid.**

Bids shall be mailed or delivered to Jamie Weddington, Superintendent, Lewis County School District, P.O. Box 159, 65 Central Elementary, Vanceburg, KY 41179, in a **sealed envelope marked "LAWN CARE" in the lower left hand corner.**

Copies of this invitation may be obtained at the board office, at the above address, between 8:00 a.m. and 4:00 p.m., Monday through Friday, prior to the time and date specified for bid opening.

**PERIOD OF CONTRACT**

The period of the contract will be from April 1, 2020 or the date of Board approval (whichever is later) through November 1, 2021. If agreed upon by both parties in February of each year, the agreement may be extended annually up to two additional annual renewals. Either party may give the other party written notice of termination of contract at least 14 days prior to the effective date of such termination.

**TIME OF BID OPENING**

Bids will be opened at **2:00 p.m. on Wednesday, February 26, 2020.** All bids must be received by 1:00 p.m. on Wednesday, February 26, 2020 and none will be considered thereafter. **Failure to have bid in prior to the bid opening will automatically prevent the reading of your bid.**

The Board of Education cannot assume the responsibility for any delay as a result of failure of the mails to deliver bids on time.

**LOCATION OF BID OPENING**

Bids will be opened and read at the offices of the Lewis County School District, 65 Central Elementary, Vanceburg, KY 41179. Bidders may be present at the bid opening.

**BID AWARD:**

Contract(s) may be awarded to the lowest and/or best evaluated bidder(s) meeting all specifications and conditions, and subject to all other provisions of this invitation to bid, on a per item basis, on a group basis, or on a total basis, whichever is deemed to be in the best interest of The Board of Education. Bids shall be awarded or rejected at the regular board meeting held on March 9, 2020.

**PROHIBITION AGAINST CONFLICT OF INTEREST, GRATUITIES AND KICKBACKS**

ANY EMPLOYEE OR ANY OFFICIAL OF THE BOARD OF EDUCATION OF LEWIS COUNTY, KENTUCKY ELECTIVE OR APPOINTIVE, WHO SHALL TAKE, RECEIVE, OR OFFER TO TAKE OR RECEIVE, EITHER DIRECTLY OR INDIRECTLY, ANY REBATE, PERCENTAGE OF CONTRACT, MONEY, OR OTHER THINGS OF VALUE, AS IN INDUCEMENT OR INTENDED INDUCEMENT, IN THE PROCUREMENT OF BUSINESS, OR THE GIVING OF BUSINESS, FOR OR TO, OR FROM, ANY PERSON, PARTNERSHIP, FIRM OR CORPORATION, OFFERING BIDDING FOR, OR IN OPEN MARKET SEEKING TO MAKE SALES TO THE BOARD OF EDUCATION OF LEWIS COUNTY, KENTUCKY SHALL BE DEEMED GUILTY OF A FELONY AND UPON CONVICTION SUCH PERSON OR PERSONS SHALL BE PUNISHED BY A FINE NOT TO EXCEED FIVE THOUSAND DOLLARS (\$5000) OR BY IMPRISONMENT IN THE PENITENTIARY FOR NOT LESS THAN ONE (1) YEAR NOR MORE THAN TEN (10) YEARS, OR BOTH SO FINED AND IMPRISONED IN THE DISCRETION OF THE JURY.

EVERY PERSON, FIRM, OR CORPORATION OFFERING TO MAKE, OR PAY, OR GIVE, ANY REBATE, PERCENTAGE OF CONTRACT, MONEY OR ANY OTHER THING OF VALUE, AS IN INDUCEMENT, OR INTENDED INDUCEMENT, IN THE PROCUREMENT OF BUSINESS, OR THE GIVING OF BUSINESS, TO ANY EMPLOYEE OR TO ANY OFFICIAL OF THE BOARD OF EDUCATION OF LEWIS COUNTY, KENTUCKY, ELECTIVE OR APPOINTIVE, IN HIS EFFORTS TO BID FOR, OR OFFER FOR SALE, OR TO SEEK IN THE OPEN MARKET, SHALL BE DEEMED GUILTY OF A FELONY AND SHALL BE PUNISHED BY A FINE NOT TO EXCEED FIVE THOUSAND DOLLARS (\$5000) OR BY IMPRISONMENT IN THE PENITENTIARY FOR NOT LESS THAN ONE (1) YEAR NOR MORE THAN TEN (10) YEARS, OR BOTH SO FINED AND IMPRISONED IN THE DISCRETION OF THE JURY.

NOTE: IT IS A MISDEMEANOR NOT TO HAVE THIS PROHIBITION ON EVERY SOLICITATION OR CONTRACT DOCUMENT. THE PENALTY IS A \$5000 FINE OR ONE (1) YEAR IMPRISONMENT OR BOTH ON CONVICTION.

**GENERAL BID INSTRUCTIONS AND CONDITIONS**  
**(PLEASE READ CAREFULLY)**

A. ACCEPTANCE OF BIDS

The Board of Education reserves the right to accept any bid, to reject any or all bids, to waive any irregularities or informalities in bids received where such acceptance, rejection or waiver is considered to be in its best interest. The Board of Education also reserves the right to reject any bid where evidence or information submitted by the bidder does not provide satisfactory proof that the bidder is qualified to carry out the details of the contract.

B. BID DOCUMENTS

Bid forms are provided with this "Invitation to Bid". All Proposals shall be submitted on the "Bid Form".

C. SPECIFICATIONS

Specifications are attached and are a part of this proposal. All materials or services furnished must be in conformity with the specifications and will be subject to inspection and approval of the Purchasing Agent after delivery. The right is reserved to reject and return at the risk and expense of the supplier, any item that may be defective or fail to comply with these specifications.

It is important that each person submitting a bid follow carefully the specifications detailed herewith. The bidder is instructed to complete all blanks and spaces where information concerning any item is requested. Only items meeting the requirements are to be quoted on the regular bid form.

The Board of Education reserves the right to waive compliance of any material or services with any particular specification where such waiver is considered to be in its best interest, including but not limited to cases where such waiver is necessary due to technical errors or inconsistencies in the preparation of such specifications.

D. MODEL PROCUREMENT REGULATIONS

The Model Procurement Regulations adopted by the Board of Education shall be deemed incorporated by reference in these specifications as though fully quoted herein. In the event of any conflict between this invitation to bid and the Model Procurement Regulations, the Regulations shall control.

E. PERFORMANCE BOND

The Board of Education reserves the right to determine the ability of any bidder to perform the work and any bidder shall, upon request, furnish such information as may be necessary to determine such ability, including performance bond, if requested.

F. EXCUSE FOR NON-PERFORMANCE

The successful vendor(s) shall be excused from performing hereunder during the time and to the extent that they are prevented from obtaining, delivering, or performing in the customary way because of fire, strike, partial or total interruption of, loss or shortage of transportation facilities, lockout, commandeering of raw materials, products, plants or facilities by the government when satisfactory evidence thereof is presented to the other party, providing it is satisfactorily established that the non-performance is not due to the fault of negligence of the party not performing.

G. PENALTIES

In case of default by the vendor, the Board of Education may procure the articles or services from other sources and may deduct from any unpaid balance due the vendor the amount of the excess cost so paid, and the price paid shall be considered the prevailing market price at the time such purchase is made.

H. TAXES

Lewis County School's tax exempt status applies in accordance with revenue policy 51P370 P370 revised 060183 and in accordance with 103 KAR 26:070. A state sales tax exempt certificate upon request shall be provided to the awarded bidder.

I. NON-DISCRIMINATION

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

The contractor shall not discriminate against any employee, applicant, or subcontractor because of age, color, creed, handicap condition, marital or parental status, national origin, race, sex, veteran status, or political opinion or affiliation. The contractor shall take affirmative action to ensure that applicants are employed without regard to their age, color, creed, handicap condition, marital or parental status, national origin, race, sex, veteran status, or political opinion or affiliation. Such action shall include, although not limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Seller agrees to post in conspicuous place notices setting forth the provisions of the Equal Opportunity clause.

The Contractor shall in all solicitations and/or advertisements for employees placed by or on behalf of the Seller state that all qualified applications shall receive consideration for employment with regard to age, color, creed, handicap condition, marital or parental status, national origin, race, sex, veteran status, or political opinion or affiliation.

The Contractor shall cause any subcontractor engaged to perform any services required by this Contract to include this Equal Opportunity clause in all solicitations, advertisements and employment practices it shall perform.

J. K.O.S.H.A. STANDARDS AND HAZARD COMMUNICATION STANDARD 1910.1200

If applicable, all materials and services must meet or exceed K.O.S.H.A. (Kentucky Occupations & Safety Health Act) Standards, and must comply with the Hazard Communications Standard 190.1200 of the Occupational Safety & Health Administration.

K. BIDS

Businesses that fail to respond to invitations for bid or notices of availability on two (2) consecutive procurements of similar items may be removed from the applicable bidder mailing list.

Successful bidders will be notified by Wednesday March 11, 2020.

Any bids received after scheduled time of opening will be returned unopened to the bidder.

Each bid must be in a separate sealed envelope with the bid name appearing in the lower left-hand corner of the envelope.

No bid can be corrected or altered or signed after being opened. The Board of Education shall not be responsible for errors or omissions on the part of bidders in the creation of their bids. Any bids received unsigned shall be rejected.

All regular bids must be submitted in accordance with specifications on the bid form supplied with this invitation. The submission of a bid on the bid form certifies that the product meets any and all specifications except as noted on such form.

P. PRICES

All prices quoted by the various bidders must be firm for a maximum period of sixty (60) days to allow acceptance by the Board of Education. If awarded the contract, the prices shall then be firm for the time period that is indicated under "Period of Contract".

All prices and quotations must be in ink or typewritten. No pencil figures will be permitted. Mistakes are to be crossed out with correction inserted adjacent thereto and initialed by person signing the bid. Also, corrections made with correction tape or fluid are to be initialed.

Quote on each item separately. Prices must be stated in units specified herein.

Bids that have clerical errors or irregularities are subject to correction only with concurrence with the Purchasing Agent. Unit prices should be listed, extended, and totaled. Should errors exist in the extended price, the unit price will prevail.

Q. OR EQUAL CLAUSE

Whenever, in any of the contract documents, an article, materials or equipment are described by use of a proprietary product or by using the name of a manufacturer or vendor, the term "or equal", if not inserted, is implied.

The use of a specific article or manufacturer's name shall be construed as an indication of the type of equipment, design, general construction, quality and finish. Such use shall not be construed as limiting or excluding any manufacturer's product of comparable quality, design and efficiency.

R. DESCRIPTIVE LITERATURE AND/OR MANUFACTURER'S SPECIFICATIONS

The Board of Education reserves the right to waive any discrepancies or inconsistencies between the submitted manufacturer's descriptive literature and/or specifications and the requirements of this invitation to bid, if; (1) the bidder actually submits a sample which conforms to all material requirements of this invitation to bid; or (2) the bidder certifies to the Board of Education that the bidder can actually supply products which conform to all material requirements of this invitation to bid.

NOTE: Descriptive literature and/or manufacturer's specifications should not be submitted unless expressly requested.

S. SUBSTITUTIONS:

If during the period of the contract, a vendor finds it necessary to make substitutions, they must obtain prior approval from Jamie Weddington, Superintendent.

T. REQUIREMENTS

All deliveries must be complete within sixty (60) days from receipt of purchase order unless otherwise stated in the bid specifications and conditions. The vendor must furnish invoices as follows:

One (1) copy to the warehouse with material at time of delivery

Two (2) copies of invoice (original and one copy) to the Accounts Payable Department along with a signed delivery receipt as proof of delivery.

No more than one (1) back order or partial delivery may be allowed on these items, unless otherwise stated herein. Ship complete within sixty (60) days or cancel.

All deliveries must be made to the location indicated on the purchase order and signed for by a responsible Board Official. Signatures of custodial or maintenance personnel are not acceptable.

All invoices must show the purchase order number, date of delivery, and name of location and list of items delivered by item name.

U. OTHER CONDITIONS

All blanks and information requested are to be completed on the Bid Form in order to qualify your bid.

The Board of Education reserves the right to make multiple awards to two or more companies on the same item where more than one standard of quality is desired.

Do not bid any special groupings other than those listed herein.

V. LEGAL AND CONTRACTUAL REMEDIES

Any actual or prospective bidder, offeror or contractor who is aggrieved in connection with the solicitation of an award of a contract may protest to the Purchasing Agent or the Superintendent, as the case shall require. The protest shall be submitted in writing, within fourteen (14) days after such aggrieved person knows, or should have known, of the facts giving rise thereto. Either the Purchasing Agent or the Superintendent, as the case may require, shall have the authority to settle and resolve a protest of any aggrieved bidder, offeror or contractor, actual or prospective, concerning the solicitation or award of a contract. The authority shall be exercised in accordance with these regulations and may be supplemented by regulations promulgated by the respective designee's office.

If the protest is not resolved by mutual agreement, either the Purchasing Agent or the Superintendent shall promptly issue a decision in writing. The decision shall state the reason for the action taken, and inform the protestant of its right to administrative review.

A copy of the decision shall be mailed or otherwise furnished immediately to the protestant and any other party intervening. A decision shall be final and conclusive, unless modified pursuant to these regulations. In the event of a timely protest, the Board shall not proceed further with the solicitation or with the award of the contract until the Purchasing Agent and the Superintendent enter into consultation, and thereafter make a written determination that the award of the contract, without delay, is necessary to protect the substantial interest of the Board. In addition to any other relief, when a protest is sustained and the protesting bidder or offeror should have been awarded the contract under the solicitation but is not, then the

protesting bidder or offeror shall be entitled to the reasonable costs incurred in connection with the solicitation, including the bid preparation costs, other than attorney's fees or profit.

The decision of the Superintendent or his designee shall be final and conclusive, unless determined by a court of competent jurisdiction to have been fraudulent or clearly arbitrary and capricious or contrary to law.

W. CORRECTIVE ACTION REQUEST (C.A.R.)

In the event that an incident may occur with a contracted vendor which is deemed to be unacceptable, The Lewis County School District may issue a Corrective Action Request (C.A.R.) to the vendor.

X. RECIPROCAL PREFERENCE

In accordance with 200 KAR 5:400 **ALL BIDDERS** must complete the attached "REQUIRED AFFIDAVIT FOR BIDDERS, OFFERORS AND CONTRACTORS CLAIMING RESIDENT BIDDER STATUS" and include this completed form with the bid submittal. If the non-resident bidder is from a state which gives a preference to its own resident bidders/vendors, but not to Kentucky vendors the Kentucky resident bidder gets a preference on the Kentucky bid opportunity equivalent to the preference given in the non-resident bidder's home state to that state's resident bidder

For any clarification relative to this bid, email all questions to [Joseph.kennedy@lewis.kyschools.us](mailto:Joseph.kennedy@lewis.kyschools.us)

**RETURN THE FOLLOWING:**

- All Bid Forms
- Conflict of Interest Form
- Required Affidavit for Bidders, Offerors and Contractors claiming resident bidder status.



## SPECIAL CONDITIONS

### **FIRM PRICES:**

Price(s) are to remain firm for the period of the contract.

**WORKMANSHIP AND QUALIFICATIONS:** The work outlined shall be done by an experienced, qualified contractor that will perform in a professional manner in strict compliance with safety requirements prescribed in current standards of O.S.H.A., state, and local codes. Where there is a conflict in the minimum standards to be met among the various codes, the most stringent will take precedence. **As a requirement of this bid, the bidder must submit with their proposal a reference list of at least three previous customers.**

**REFUSE:** All refuse resulting from the work performed under this contract(s) will be properly disposed of by the contractor.

**INSURANCE:** General Conditions require contractors working for the Lewis County Board of Education at a minimum to carry liability and workmen's compensation insurance and to furnish proof of such coverage. The minimum coverage acceptable is:

- a. Statutory Workman's Compensation Insurance
- b. General Public Liability and Property Damage Liability, including Contractual Liability, with limits of not less than \$1,000,000 single limit per occurrence.
- c. Automobile Liability Insurance, including all Owner, non-Owner or hired vehicles, with limits of not less than \$500,000.00 single limit per occurrence.

---

### **Upon Bid Submittal Bidder Shall Provide the Following;**

- Completed Attached Bid Form
- Three Work References with company names, addresses, phone numbers, contact names, and e-mail addresses
- Proof of Required Insurance
- Signed and Dated Conflict of Interest Form
- Kentucky Weed Control / Applicators Certificate
- Required Affidavit for Bidders, Offerors and Contractors claiming resident bidder status.

The awarded contractor(s) shall provide a tentative mowing schedule to the superintendent/designee one week prior to commencement of work for approval.

## **BID SPECIFICATIONS**

The awarded contract shall include mowing, trimming, edging, and cleaning of sidewalks for complex.

**The number of mowings vary depending upon weather conditions and as directed by the Lewis County School District. For bid evaluation purposes 22 mowings will be assumed. The lawn shall be cut to a height of 3" +/- 1/4". Grass shall be cut when it reaches an overall height exceeding 5 1/2" +/- 1/4".**

**The bank along Route 8 at the Lewis County Central Elementary location and the bank to the east of Lewis County High School and Lewis County Middle School will only need cutting every other mowing.**

We reserve the right to award the bid to more than one vendor, if deemed in the best interest of the Board of Education.

Contractor shall work with the **Principal** at each individual school to be sensitive to student movement and playground activity. Contractor shall notify the school **Principal** by 2:00 p.m. the day before each site will be cut. Contractor shall notify the Principal by 7:30 AM if unable to cut that day.

The Superintendent/designee shall be responsible for inspecting the work performed. If deficiencies are noted the awarded contractor shall have two working days to correct prior to re-inspection.

Lewis County Schools reserves the right to deduct 25% from the unit price per mowing if deficiencies are not corrected.

Contractor shall maintain the cutting edge of all mowing equipment in sharp condition and proper adjustment. All mowing equipment shall be maintained in accordance with manufacturers' instructions and shall meet safety requirements specified. Equipment guards, shields, and mufflers shall be kept intact and capable of performing their intended functions.

All work shall be accomplished during the day from 7:00 am to 8:00 p.m. (During Daylight)

Contractor shall not mow over debris and is required to pick up trash before mowing.

**Lawn Mowing Contractor shall include the removal of grass and weeds (Using Roundup) in cracks of curbs, sidewalks, paver stones, under bleachers, all fence lines, as needed or requested, etc. and in all finishing work around obstacles including, but not limited to trees, backstops, goals, drainage ditches, storm drains, manhole covers, fences, buildings, sidewalks, parking lots, playground equipment and curb and gutters. This work shall be completed during the time the grass is cut at each location. Contractor shall sweep or blow grass clippings off all walks, sidewalks, and curbs. Each location shall be completed before starting work at another location.**

**BID SPECIFICATIONS - Continued**

Contractor shall take all precautions necessary to avoid damaging obstacles including, but not limited to trees, plants, fences, signs, drain covers, sewer clean outs, playground equipment, lights, and turf, etc. Any damage caused by the contractor shall be repaired by the contractor at their expense, to the satisfaction of the superintendent/designee. If damages are not repaired within 10 days Lewis County Schools will have the damages repaired at the Contractor's expense.

Contractor and its employees shall not enter the school building except to check in or out unless on official business. (ALL contractors MUST sign in at main office of school during school hours ) Contractor shall be responsible for any barricades or protective equipment required by Contractor to make the work site safe. Contractor shall take every precaution while working on school grounds to insure the safety of students, school personnel, and the public. Lewis County Schools considers a safe zone to cut from children to be 100 yards. Failure to maintain a safe distance and speed from children is considered a Breach of Contract and grounds for termination.

Contractor shall request assistance by the Principal to move students to other areas so that the turf can be cut. Contractor shall remove keys, or make equipment inoperable when not being attended by its operator.

All Bidders must submit with their bid a copy of their Kentucky Weed Control / Applicators Certificate. Bids submitted without this certification shall not be considered.

**AWARDING OF CONTRACT(S)**

It is the intention of the board to award contracts for each separate school in the district or for the district as a whole. The district reserves the right to reject or accept any bid or combination of bids.

Overall Cost (May be looked at on an individual school, group basis, and/or total basis)	90%
References	10%
Total	100%

*Overall Cost Calculation:*

The Overall Cost figure shall be arrived at by awarding the low bidder a score of 90 points. The other bidders shall be awarded a percentage of the total using the low priced bidder as the baseline.

- i.e. Bidder A bids \$100.
- Bidder B bids \$110.

Bidder A receives 80 points.

Bidder B receives points as follows:  $(1 - ((\text{Bid B} - \text{Bid A}) / \text{Bid A})) \times 90 = 81$  points

*References:*

A list of three existing customer references shall be supplied with your bid. Each of these three references will be contacted and asked "Overall on a scale of 1-10 please rank this company". The three scores shall be averaged and this average will be the bidders score. If a bidder is greater than 10 points from the lead bidder, this bidder's references shall not be contacted. Note: If a current vendor of the board of education - the board reserves the right to provide the sole score.

**LEWIS COUNTY BOARD OF EDUCATION  
P.O. Box 159; 65 Central Elementary  
Vanceburg, KY 41179**

**BID FORM - PAGE 1**

**OPTION #1 – Individual Locations**

The following locations are bid assuming 22 mowings per year (The price to mow all sports fields are to be included – dryer or wetter mowing seasons will necessarily change the number of required mowings).

<b>LOCATION</b>	<b>PRICE PER MOWING</b>
Lewis County High School Campus (including all high school, middle school, vocational school, and athletic fields) 79 Lions Lane Vanceburg, KY 41179	
Lewis County Central Elementary 86 Walter Street Vanceburg, KY 41179	
Garrison Elementary 79 Garrison Elementary Garrison, KY 41141	
Tollesboro Elementary 2431 W KY 10 Tollesboro, KY 41189	
Old Lock and Dam Site/Bus Garage 55 Old Lock 32 Spur Vanceburg, KY 41179	
Old Grade School 103 John Street Vanceburg, KY 41179	

**\*Price per mowing should also include costs for weed control.**

**Upon Bid Submittal Bidder Shall Provide the Following;**

- Completed Attached Bid Form
- Completed Three Work Reference
- Proof of Required Insurance
- Signed and Dated Conflict of Interest Form
- Kentucky Weed Control / Applicators Certificate (for weed kill applications)
- Required Affidavit for Bidders, Offerors and Contractors claiming resident bidder status.

**THREE WORK REFERENCE SHEET  
(Return with Bid)**

**REFERENCE #1**

**Company/Individual Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City, State, & Zip:** \_\_\_\_\_

**Contact Name & Title:** \_\_\_\_\_

**Telephone & Fax #'s:** \_\_\_\_\_

**E-Mail Address:** \_\_\_\_\_

**REFERENCE #2**

**Company/Individual Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City, State, & Zip:** \_\_\_\_\_

**Contact Name & Title:** \_\_\_\_\_

**Telephone & Fax #'s:** \_\_\_\_\_

**E-Mail Address:** \_\_\_\_\_

**REFERENCE #3**

**Company/Individual Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City, State, & Zip:** \_\_\_\_\_

**Contact Name & Title:** \_\_\_\_\_

**Telephone & Fax #'s:** \_\_\_\_\_

**E-Mail Address:** \_\_\_\_\_

## CONFLICT OF INTEREST

1. It shall be a breach of ethical standards for any employee with procurement authority to participate directly in any proceeding or application; request for ruling or other determination; claim or controversy; or other particular matter pertaining to any contract, or subcontract, and any solicitation or proposal therefor, in which to his knowledge:
  - a) He, or any member of his immediate family has a financial interest therein; or
  - b) A business or organization in which he or any member of his immediate family has a financial interest as an officer, director, trustee, partner, or employee, is a party; or
  - c) Any other person, business, or organization with whom he or any member of his immediate family is negotiating or has an arrangement concerning prospective employment is a party. Direct or indirect participation shall include but not be limited to involvement through decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing, or in any other advisory capacity.
2. 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 purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling or other determination, claim or controversy, or other particular matter, pertaining to any contract or subcontract and any solicitation or proposal therefor.
3. It is 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 to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.
4. The prohibition against conflicts of interest and gratuities and kickbacks shall be conspicuously set forth in every local public agency written contract and solicitation therefor.
5. It shall be a breach of ethical standards for any public employee or former employee knowingly to use confidential information for his actual or anticipated personal gain, or the actual or anticipated personal gain of any other person.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

References: KRS 156.480, OAG 80-32, Model Procurement Code 45A.455

**NOTE: THIS CERTIFICATE MUST BE SIGNED AND ATTACHED TO THE BID FORM IN ORDER FOR YOUR BID TO BE QUALIFIED.**

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

**FOR BIDS AND CONTRACTS IN GENERAL:**

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

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

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

Signature	Printed Name
Title	Date
Company Name	
Address	

Subscribed and sworn to before me by \_\_\_\_\_ (Affiant) \_\_\_\_\_ (Title)  
of \_\_\_\_\_ this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.  
(Company Name)

\_\_\_\_\_  
Notary Public  
[seal of notary] My commission expires: \_\_\_\_\_