EASTERN KENTUCKY UNIVERSITY
DIVISION OF PURCHASES
REQUEST FOR BID

ATTENTION: This is Not an Order. Read All Instructions, Terms, And Conditions Carefully.

INVITATION NO.  EKU 29-19

NAME OF BUYER  Allen Sizemore
PHONE: (859) 622-7126

IMPORTANT: Sealed Bids Must be Received By:

BID OPENING DATE  07/18/18  
TIME  2:00 PM ET  LOCATION Commonwealth 14th Floor #1411

VENDOR NAME AND ADDRESS

RETURN ORIGINAL COPY OF BID TO:

DIVISION OF PURCHASES  EASTERN KENTUCKY UNIVERSITY  COMMONWEALTH BUILDING, 14th FLOOR,  ROOM 1411  521 LANCASTER AVENUE  RICHMOND, KENTUCKY 40475

1. Sealed Bids for furnishing the following will be received by the Division of Purchases & Stores, Eastern Kentucky University, Commonwealth 14th Floor #1411, 521 Lancaster Avenue, Richmond, Kentucky until the date and time stated above.
2. Please quote your single best net price on each item, unless a discount form list price is requested, delivered to the address specified, all transportation charges prepaid. Price shall include delivery to the agency receiving building.
3. Bids must be firm. Those containing escalator clauses cannot be accepted. To receive consideration, bids must be made on this form and signed in full. Prices must be based on stated units and extended. Delivery guarantee must be shown.

SEE PAGE 2 FOR ANY SPECIAL CONDITIONS

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

I hereby swear (or affirm) under the penalty for false swearing as provided by KRS 523.040:

1. That I am the bidder (if the bidder is an individual), a partner in the bidder (if the bidder is a partnership), or an officer or employee of the bidding corporation having authority to sign on its behalf (if the bidder is a corporation):
2. That the attached bid or bids covering Invitation No. EKU-29-19 have been arrived at by the bidder independently and have been submitted without collusion with, and without any agreement, understanding or planned common course of actions, with, any other contractor of materials, supplies, equipment or services described in the invitation to bid, designed to limit independent bidding or Competitions:
3. That the contents of the bid or bids have not been communicated by the bidder or its employees or agents to any person not an employee or agent of the bidder or its surety on any bond furnished with the bid or bids and will not be communicated to any such person prior to the official opening of the bid or bids;
4. That the bidder is legally entitled to enter into the contracts with Eastern Kentucky University and is not in violation of any prohibited conflict of interest, including those prohibited by the provision of KRS 45A.330 through KRS 45A.340 and KRS 164.390, and
5. That I have fully informed myself regarding the accuracy of the statements made above.

SWORN STATEMENT OF COMPLIANCE WITH CAMPAIGN FINANCE LAWS

In accordance with KRS45A.110(2), the undersigned hereby swears under penalty of perjury that he/she has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky and that the award of a contract to a bidder will not violate any provision of the campaign finance laws of the Commonwealth of Kentucky.

NOTICE

1. Any agreement or collusion among bidders or prospective bidders which restrains, tends to restrain, or is reasonably calculated to restrain competition by agreement to bid at a fixed price, or to refrain from bidding, or otherwise, is prohibited.
2. Any person who violates any provisions of Kentucky Revised Statute 45A.325 shall be guilty of a Class D felony and shall be punished by a fine not less than five thousand dollars, nor more than ten thousand dollars, or be imprisoned not less than one year nor more than five years, or both such fine and imprisonment. Any firm, corporation, or association who violates any of the provisions of KRS 45A.325 shall, upon conviction, be fined not less than ten thousand dollars nor more than twenty thousand dollars.

OFFEROR REPORT OF PRIOR VIOLATIONS OF KRS CHAPTERS 136, 139, 141, 337, 338, 341 & 342

The Offeror by signing and submitting a proposal agrees as required by KRS 45A.485 to submit final determinations of any violations of the provisions of KRS Chapters 136, 139, 141, 337, 338, 341 and 342 that have occurred in the previous five (5) years prior to the award of a contract and agrees to remain in continuous compliance with the provisions of the statues during the duration of any contract that may be established. Final determinations of violations of the statues must be provided to the University by the successful Offeror prior to the award of a contract.

CERTIFICATION OF NON-SEGREGATED FACILITIES

The Offeror, by submitting a proposal, certifies that he/she is in compliance with the Code of Federal Regulations, 41 CFR 60-1.8 that prohibits the maintaining of segregated facilities.

SMOKE FREE ZONE POLICY

The Offeror, by signing and submitting a Proposal, agrees to comply with the University’s Smoke Free Zone Policy.

http://policies.eku.edu/sites/policies.eku.edu/files/policies/tobacco-free_policy_bor_41414.pdf

SUSTAINABILITY POLICY

The University is committed to reducing the adverse environmental impact of its purchasing decisions; it is committed to buying goods and services from contractors who share its environmental concern and commitment. The University encourages bidders to include in their responses economical and environmentally friendly products and service options that serve to minimize waste, reduce excess packing, recycle, reduce, reuse, prevent pollution, and/or offer resource efficiency. It’s the University’s goal to maximize environmental responsibility on its campuses.

PARKING PERMITS FOR BID OPENING DATE

Note: Temporary parking permits are available from EKU Parking and Transportation, Commonwealth Hall, Second Floor, Suite A, 521 Lancaster Avenue, Richmond, KY 40475, 859-622-7275. Please request parking permits at least 72 hours prior to campus visits.

PAYMENT TERMS

We submit the prices and agree to make delivery within ______ days after receipt of order. This offer is for ________ Calendar days from the date this bid is opened.

In submitting this bid, it is expressly agreed that, upon proper acceptance by the Division of Purchases of any or all items bid above, an order shall thereby be created with respect to the items accepted.

IMPORTANT: SIGN BELOW

SIGNER  ____________________________  SIGNATURE:  ____________________________
FIRM  ____________________________  ADDRESS  ____________________________
A/C PHONE NO.  ____________________________  A/C FAX NO.  ____________________________
DATE  ____________________________
1. DEFINITIONS:
As used herein:
(a) The term “solicitation” means Invitation for Bids (IFB) where the procurement is advertised. And Request for Proposal (RFP) where the procurement is negotiated.
(b) The term “offer” means bid where the procurement is advertised, and proposal where the procurement is negotiated.

2. PREPARATION OF OFFERS:
(a) Offerors are expected to examine the drawings, specifications, Schedule, and all instructions. Failure to do so will be at the offeror’s risk.
(b) Each offeror shall furnish the information required by the solicitation. The offeror shall sign the solicitation and print, or type his name, Firm, Address, Telephone Number, and Date. Erasures or other changes must be initialed by the person signing the offer. Offers signed by an agent are to be accompanied by evidence of his authority unless such evidence has been previously furnished to the issuing office.
(c) Unit price for each unit offered shall be shown and such price 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 will be presumed to be correct.
(d) Offers for supplies or services other than those specified will not be considered unless authorized by the solicitation.
(e) Offeror must state a definite time for delivery of supplies or for performance of services unless specified in the solicitation.
(f) Time, if stated as a number of days, will include Saturdays, Sundays and holidays.

3. EXPLANATION OF OFFERORS:
Any explanation desired by an offeror regarding the meaning or interpretation of the solicitation, drawings, specifications, etc., must be requested in writing and with sufficient time allowed for a reply to reach offerors before the submission of their offers. Oral explanations or instructions given before the award of the contract will not be binding. Any information given to a prospective offeror concerning a solicitation will be furnished to all prospective offerors as an amendment of 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 AMENDMENTS TO SOLICITATIONS:
Receipt of an amendment to a solicitation by an offeror must be acknowledged by signing and returning the amendment or by letter. Such acknowledgment must be received prior to the hour and date specified for receipt of offers.

5. SUBMISSION OF OFFERS:
(a) Offers and modifications thereof shall be enclosed in sealed envelopes and addressed to the office specified in the solicitation. The offeror shall show the hour and date specified in the solicitation for receipt, the solicitation number, and the name and address of the offeror on the face of the envelope.
(b) Telegraphic offers will not be considered unless authorized by the solicitation: however, offers may be modified by telegraphic notice, provided such notice is received prior to the hour and date specified for receipt.
(c) Samples of items, when required, must be submitted within the time specified, and unless otherwise specified at no expense. If not destroyed by the testing, samples will be returned at Offeror’s request and expense, unless otherwise specified by the solicitation.

CAUTION - LATE OFFERS See the paragraph of this solicitation entitled “LATE OFFERS AND MODIFICATIONS OR WITHDRAWALS”

6. FAILURE TO SUBMIT OFFER:
If no offer is to be submitted, return the solicitation unless otherwise specified. Failure of the recipient to offer, or to notify the issuing office that future solicitations are desired, may result in removal of the name of such recipient from the mailing list for the type of supplies or services covered by the solicitation.

7. MODIFICATION OR WITHDRAWAL OF OFFERS:
If this solicitation is advertised, offers may be modified or withdrawn by written or telegraphic notice received prior to the exact hour and date specified for receipt of offers. An offer also may be withdrawn in person by an offeror or his authorized representative, provided his identity is made known and he signs a receipt for the offer, but only if the withdrawal is made prior to the exact hour and date set for receipt of offers.

8. LATE OFFERS AND MODIFICATIONS OR WITHDRAWALS:
Offers and modifications of offers (or withdrawals thereof, if this solicitation is advertised) received at the office designated in the solicitation after the exact hour and date specified for receipt will not be considered.

9. AWARD OF CONTRACT:
(a) The contract will be awarded to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the state price and other factors considered.
(b) The state reserves the right to reject any or all offers and to waive irregularities and minor irregularities in offers received.
A written award (or Acceptance of Offer) mailed (or otherwise furnished) to the successful offeror within the time for acceptance specified in the offer shall be deemed to result in a binding contract without further action by either party.

10. KENTUCKY SALES/USE TAX:
Sales of tangible personal property or services to the State of Kentucky and its Constitutional Agencies are not subject to state sales or use taxes.

11. COMPLIANCE - STATE LAWS:
It is agreed and understood that any contracts and/or orders placed as a result of this proposal shall be governed under state laws. The rights and obligations of the parties hereto shall be determined in accordance with the laws of the STATE OF KENTUCKY.

12. CONTRACT CHANGES:
During the period of contract, no change will be permitted in any of its conditions and specifications unless the Contractor receives written approval from the Director of the Division of Purchases.
Should the Contractor find at any time that existing conditions make modification in requirements necessary he shall promptly report such matter to the Director of the Division of Purchases for consideration and decision.

13. SELLER’S INVOICES:
Invoices shall be prepared and submitted in triplicate (one copy shall be marked “original”) unless otherwise specified. Invoices shall contain the following information: Contract and order number (if any), item numbers, description of supplies or services, sizes, quantities, unit prices, and extended totals.

14. ORDER OF PRECEDENCE:
In the event of an inconsistency between provisions of this solicitation, the inconsistency shall be resolved by giving precedence in the following order: (a) Special Conditions: (b) Solicitation Instructions and Conditions: (c) General Provisions: (d) other provisions of the contract, whether incorporated by reference or otherwise and (e) the specifications.

15. FORCE MAJEURE-The term “force majeure” shall mean any cause beyond the control of the Buyer or Seller which wholly or partially prevents loading, delivery or the receiving, transporting, or delivery by common carrier, or the unloading, storing, by the Buyer at its destination. Examples of force majeure include, but are not limited to, the following: acts of God; acts of a public enemy; insurrections;
riots; fires; explosions; floods; unusually severe weather; breakdowns of or damage to equipment, or facilities; unforeseen or unknown faults; interruptions or contingencies of transportation; embargoes; court
order; acts or restraints by government authority; inability to obtain
governmental permits or approvals required by law and any other
cause, whether of the kind or character herein enumerated or
otherwise, which is not within the control of the party claiming excuse.

The Buyer or Seller, as the case may be, shall notify the other party
promptly in writing of the occurrence of an event of force majeure and
shall exert reasonable due diligence to remove such cause. The Seller
shall not be liable for delay or reduction or suspension of shipments
resulting from any cause beyond its reasonable control, and the Buyer
shall not be liable for any inability to accept delivery under this
contract resulting from any cause beyond its reasonable control,
provided the affected party proves prompt written notice of such a
cause, and the cause is eliminated within reasonable time.

NOTE - Offers must set forth full, accurate, and complete
information as required by the solicitation. Offers that contain a
bidder’s own special terms conditions in conflict with this
solicitation and/or state statutes and regulations may be rejected.

SWORN STATEMENT REGARDING CAMPAIGN FINANCE LAWS
PURSUANT TO KRS 45A.110 AND KRS 45A.115, AS AMENDED, A DETERMINATION OF RESPONSIBILITY OF
A BIDDER OR OFFEROR CANNOT BE MADE UNTIL THE BIDDER OR OFFEROR PROVIDES A SWORN
STATEMENT THAT HE HAS NOT KNOWINGLY VIOLATED ANY PROVISION OF THE CAMPAIGN FINANCE
LAWS OF THE COMMONWEALTH AND THAT THE AWARD OF A CONTRACT TO A BIDDER OR OFFEROR
WILL NOT VIOLATE ANY PROVISION OF THE CAMPAIGN FINANCE LAWS OF THE COMMONWEALTH.
TO COMPLY WITH THESE STATUTES THE SWORN STATEMENT REGARDING CAMPAIGN FINANCE LAWS
INCLUDED WITH THIS INVITATION FOR BID SHOULD BE SIGNED AND RETURNED WITH YOUR BID.
THESE STATUTES CURRENTLY READ AS FOLLOWS:

KRS 45A.110:

(1) A written determination of responsibility of a bidder or offeror shall be made and it shall be made in accordance
with administrative regulations promulgated by the secretary of Finance and Administration Cabinet. A
reasonable inquiry to determine the responsibility of a bidder or offeror may be conducted. The failure of a
bidder or offeror to promptly supply information in connection with such an inquiry may be grounds for a
determination of non-responsibility with respect to such a bidder or offeror.

(2) A written determination of responsibility of a bidder or offeror shall not be made until the bidder or offeror
provides the Secretary of the Finance and Administration Cabinet with his sworn statement made under
penalty of perjury that he has not knowingly violated any provisions of the campaign finance laws of the
Commonwealth and that the award of a contract to a bidder or offeror will not violate any provision of the
campaign finance laws of the Commonwealth. “Knowingly” means, with respect to conduct or to a
circumstance described by a statute defining an offense, that a person is aware or should have been aware
that his conduct is of that nature or that the circumstance exists.

(3) Except as otherwise provided by law, information furnished by a bidder or offeror pursuant to this section may
not be disclosed outside of the Division of State Purchasing or the purchasing agency administering the
contract without prior written consent of the bidder or offeror.

KRS 45A.115: Eastern Kentucky University at this time does not prequalify suppliers. Refer to KRS 45A.115 for
qualification requirements for bid opportunities with the Finance and Administration Cabinet.

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

Disbarment
Vendor’s signature on this solicitation response certifies that the vendor, and where applicable subcontract vendor,
or any other person performing service under this agreement (a) is not now nor have ever been excluded,
suspended, disbarred or otherwise deemed ineligible to participate in governmental procurement or other programs
(b) and if disbarred, suspended or excluded during the life of the contract, the vendor will notify the University buyer
of record within seventy-two (72) hours of the vendor becoming aware of the governmental ineligibility.
Insurance
Contractor shall procure and maintain, at its expense, the following minimum insurance coverage insuring all services, work activities, and contractual obligations undertaken in this Contract. These insurance policies must be with insurers acceptable to Eastern Kentucky University.

- Workers’ Compensation: $1,000,000
- General Liability: $2,000,000
- Excess Liability: $1,000,000
- Business Automobile Liability: $1,000,000 (each occurrence, any auto owned, non-owned, hired, or borrowed)
- Umbrella: $2,000,000

Contractor agrees to furnish Certificates of Insurance for each insurance policy to the Purchasing Official. Eastern Kentucky University, its regents, and employees must be added as Additional Insured on the General Liability and Contractor Errors and Omissions Liability policies with regard to the scope of this Contract. Any deductibles or self-insured retentions in the insurance policies must be paid by and are the sole responsibility of the Contractor. Coverage is to be primary and non-contributory with other coverage, if any, purchased by the University. All required insurance policies must include a Waiver of Subrogation in favor of Eastern Kentucky University, its regents, and employees.

**EPU 29-19 Bid Specifications –**

- Through the issuance of EPU 29-19, the University is seeking a contractor to make light bulb replacements on the pole lights at Roy Kidd Field. The successful contractor of this bid will be required to replace all light bulbs as necessary and sockets as necessary, as well as to clean various bird nests or debris found around these lights.
- Because of the locations of the poles, a contractor may be able to use a lift to gain access to the light bulbs for replacement. All other poles will have to be manually climbed.
- No vehicles/lifts/etc may be driven on the field.
- Any field damage caused by the contractor must be corrected as soon as possible using University-approved methods and contractors.
- All contractors should bid EPU 29-19 with the assumption that all poles will have to be climbed manually.
- EPU will be providing all material (light bulbs, sockets) to the contractor for use on this project. Contractors should bid labor only. EPU will handle any ballast replacements as necessary.
- Work is expected to be completed by 08/01/18, or by an earlier agreed upon date with the University. EPU will coordinate all schedules and work to be performed on campus, and the successful contractor will be required to work with EPU on meeting a date prior to the state of seasonal practice.

A pre-bid meeting will be given on Tuesday, July 10, 2018 at 10:00 AM at Roy Kidd Stadium. Interested contractors will be permitted onto the field to examine the project scope and have a chance to ask questions to University staff and members of Procurement. No make-up pre-bid events will be offered unless approved by the University.
INVITATION NO.: EKU-29-19

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<th>Specification/Description</th>
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<th>Unit Price</th>
<th>Total Price</th>
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<td>Total Cost to Replace Light Bulbs/Sockets as Necessary as Outlined by EKU 29-19</td>
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**Bid Notes / Additional Specifications:**
Refer to specifications and notes above. EKU will be providing all material for this project.

**SPECIAL REQUIREMENTS:**
No vehicles will be allowed on field; contractors should provide a bid based on having to manually climb each pole for replacements. Contractors will be required to carry insurance per the above specifications for this project.
This Form of Proposal shall be used in submitting a proposal for the work. Copies will be furnished upon request by the authority issuing the Contract Documents.

THIS PROPOSAL SUBMITTED BY:

__________________________________________

__________________________________________

(name and address of bidder)

DATE: ______________________

TELEPHONE: ____________________________

The Bidder, in compliance with your Invitation to Bid # EKU 29-19 and having carefully examined the drawings and complete Contract Documents as defined in Article I of the General Conditions, as well as the specifications for the work as prepared by Division of Purchases, Eastern Kentucky University, Richmond, Kentucky, hereby proposes to furnish all labor, materials, supplies, and services required to perform the specifics of the Contract Documents, within the time set forth therein and for the stated lump sum bid amount.

The Bidder hereby acknowledges receipt of the following Addenda:

ADDENDUM NO. ___________ DATED ______________
ADDENDUM NO. ___________ DATED ______________
ADDENDUM NO. ___________ DATED ______________

(IF NO ADDENDUM HAS BEEN ISSUED AND RECEIVED, INSERT THE WORD, "NONE".)
Pursuant to KRS 45A.480, the undersigned hereby swears or affirms, under penalty of perjury, that all contractors and subcontractors employed, or that will be employed under the provisions of this contract shall be in compliance with the requirements for worker's compensation insurance under KRS Chapter 342 and Unemployment insurance under established KRS Chapter 341.

______________________________________________
(SIGNATURE)

______________________________________________
(TITLE)

______________________________________________
(NAME OF COMPANY)

State of ________________________________

County of ______________________________

The foregoing statement was acknowledged and sworn to before me this ________ day of __________________

20____, by __________________________________________ _______________________________________________
(Title) (Company)

______________________________________________
Notary Public

My commission expires: ________________________________
Pursuant to 1994's Senate Bill 258, the Bidder/Offeror shall reveal to the University, prior to this 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.

For the purpose of complying with the provisions of Senate Bill 258, please list any final determination (s) of violation(s) of KRS Chapters 136, 139, 141, 337, 338, 341 and 342, which have been rendered against the Bidder or Offeror within the five (5) years preceding the award of this contract.

Please include the date of the determination and the state agency issuing the determination.

<table>
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<tr>
<th>KRS VIOLATION</th>
<th>DATE</th>
<th>STATE AGENCY</th>
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The Contractor is further notified that 1994's Senate Bill 258 requires that for the duration of this contract, the Contractor shall be in continuous compliance with the provisions of KRS Chapters 136, 139, 141, 337, 338, 341 and 342, which apply to the Contractor's operations. Senate Bill 258, further provides that the Contractor's failure to reveal a final determination of a violation of KRS Chapters 136, 139, 141, 337, 338, 341 and 342, or failure to comply with the above-cited statutes for the duration of the contract, shall be grounds for the Contractor's disqualification by the University from eligibility to bid or submit proposals to the University for a period of two (2) years.
**TAXPAYER IDENTIFICATION NUMBER REQUEST**

Eastern Kentucky University requires a Federal Tax Identification number or Social Security number for all vendors or persons doing business with the University in order to comply with Federal Regulations and tax reporting requirements. Please take a few minutes to fill out this information and return to us to ensure prompt payment of your invoices. Thank you for the valuable service you have provided Eastern Kentucky University, and we look forward to a long and lasting relationship.

If sending a W-9, please return this form also.


Printed Name of Authorizing Official: 

### VENDOR INFORMATION

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<tr>
<th>Name of Firm * (Company or Individual)</th>
<th>Phone Number *</th>
<th>Make Checks Payable To *</th>
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<tr>
<td>Name if DBA</td>
<td>Fax Number *</td>
<td>Payment Address *</td>
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<tr>
<td>Address</td>
<td>Web Site Address or E-mail</td>
<td>Payment Address</td>
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<tr>
<td>Address</td>
<td>Vendor Representative</td>
<td>Name on Invoice *</td>
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<td>City *</td>
<td>State *</td>
<td>Zip*</td>
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<tr>
<td>Willing to accept ACH payments *</td>
<td>Yes [ ] No [ ]</td>
<td>Willing to accept credit card payments *</td>
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<tr>
<td>Bank Name &amp; Routing #</td>
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<td>Payment Terms *</td>
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<tr>
<td>Bank Account #</td>
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</table>

*required fields

**Federal Tax ID Number** - This field must be completed if “Name of Firm” is a company name.

**Social Security Number** - This field must be completed if “Name of Firm” is an individual’s name.

### REGISTRATION

Any foreign corporation (outside the State of Kentucky) must obtain a certificate of authority from the Secretary of State as is required by KRS 271B.15-010 & KRS 014A06/010


Claimed exemption:

- Sales Tax Account Number:

### CERTIFICATION

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me) and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U. S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholdings because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct Taxpayer Identification Number.

### Type of Ownership

- **(01) Individual/Sole Proprietorship**
- **(02) Partnership**
- **(03) Corporation-Incorporated in**
- **(04) Non-profit/Education**

### Business Classification

- **(05) Non-Resident Alien**
- **(06) Exempt from backup withholding**
- **Other**

- **(SM) Small Business**
- **(LG) Large Business**
- **(CT) In County (State)**
- **(MN) Minority Owned**
- **(WO) Women Owned**
- **(AL) Alumni Owned**
- **(HZ) Hub Zone Small Business**
- **(GA) Government Agency**
- **(NP) Non-Profit**
- **(SD) Small Disadvantaged Business**


Printed Name of Authorizing Official: ____________________________ Date ________________
Attachment B

Bid #: EKU 29-19

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

(Company Name)

this ___ day of ____________, 20__.

Notary Public

[seal of notary]  My commission expires:  __________