



DATE: January 23, 2023

Dear Supplier:

Enclosed you will find Request for Proposals (RFP) # KL-23-020 for the acquisition of Uninterruptible Power Supply (UPS) System and Battery Replacement on behalf of the Kentucky Lottery Corporation (KLC).

To assist you in the completion of the Proposal package the following information is provided as a summary of what is required to have your response considered valid:

1. The deadline to respond to this RFP is 02/14/2023 at 10:00 A.M. ET. Electronic e-mailed Proposals are not acceptable.
2. Your Proposal must contain original signatures. Signature stamps are not acceptable.
3. Your Proposal must follow the enclosed RFP format. Substitutes are not acceptable.
4. All questions regarding this RFP must be addressed only to the Buyer that is identified in the Proposal packet.
5. Any and all discounts for which the KLC may be entitled should be identified in your response.
6. In signing the RFP form located as part of Section 9.1 herein, you affirm to the KLC your authority to make an offer on behalf of your organization.
7. Refer to Part VIII for a summary of all the Proposal submission requirements.

The KLC encourages competition in all of its procurements and welcomes suggestions on ways to improve our procurement process. Any suggestions should be addressed to my attention.

Thank you for your interest in the Kentucky Lottery Corporation.

Respectfully,

Darrell E. Wilson

Darrell E. Wilson, CPPB, CPM
Director of Purchasing



KENTUCKY LOTTERY CORPORATION REQUEST FOR PROPOSALS (RFP)

| | | | |
|---|-----------------------------|--|-----------------------------------|
| Solicitation No.: KL-23-020 | | Date Issued: January 23, 2023 | |
| Goods or Services: Uninterruptible Power Supply (UPS) System and Battery Replacement | | | |
| Name of Buyer: LaRon Hobson | | Area Code: 502 | Telephone No.: 560.1767 |
| PROPOSAL DUE DATE: February 14, 2023 | TIME: 10:00 AM ET | E-Mail Address: LaRon.Hobson@kylottery.com | |
| ISSUER: KENTUCKY LOTTERY CORPORATION 1011 WEST MAIN STREET LOUISIVILLE KY 40202-2623 ATTENTION: PURCHASING DEPARTMENT WEBSITE: www.kylottery.com | | | |

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PART I - INTRODUCTION

1.1 PURPOSE

The purpose of this Request for Proposals (hereafter RFP or Solicitation) is for the Kentucky Lottery Corporation (KLC) to enter into one or more contracts for removal and replacement of UPS system and battery(s), as specified in Part VI (SCOPE OF WORK). For the purposes of this Solicitation, any purchase order issued as a result of this Solicitation shall be considered a contract. (Hereafter, any reference to Successful Offeror shall include Successful Offerors in the event more than one contract is awarded.)

1.2 ISSUING OFFICE & BUYER

This Solicitation is issued by the KENTUCKY LOTTERY CORPORATION, Purchasing Department, 1011 West Main Street, Louisville, Kentucky 40202-2623, Our website is located at: www.kylottery.com The Buyer and point of contact for all questions or requests for additional information regarding this Solicitation is:

LaRon Hobson
 TEL. NO.: 502.560.1767
 Email: LaRon.Hobson@kylottery.com

OFFERORS SHALL NOT CONTACT ANY KLC EMPLOYEE, OFFICER, OR DIRECTOR OTHER THAN THE BUYER REGARDING THIS SOLICITATION UNTIL AFTER THE AWARD OF A CONTRACT. ANY SUCH UNAUTHORIZED CONTACT MAY RESULT IN OFFEROR BEING DISQUALIFIED FROM FURTHER CONSIDERATION.

1.3 SUMMARY OF KEY DATES AND DEADLINES

- 01/23/2023** - Solicitation issue date
- 01/30/2023 – 1/31/2023 Mandatory Site visits**
- 02/03/2023** - Deadline for receipt of final written questions 10:00 AM ET
(Emailed questions will be accepted)
- 02/07/2023** - Issuance of written responses to questions (Addendum).
(Offerors not receiving notification of an Addendum by the third business day following the date of issuance of the Addendum, should contact the Buyer identified above)
- 02/14/2023** - Deadline for receipt of Proposals is 10:00 AM ET

Mandatory Site Visits: Mandatory Site Visits shall **only** be allowed on the dates listed above from 9:00 AM to 4:00 PM ET. Please confirm your time via email with LaRon Hobson at LaRon.Hobson@kylottery.com

The KLC reserves the right to change any of the dates or times. If any changes are made to the original Solicitation, the changes will be posted on the KLC website. Offerors shall be responsible for monitoring the website for changes throughout this Solicitation process. Unless otherwise requested by the Offeror.

PART II – SOLICITATION INSTRUCTIONS AND GENERAL CONDITIONS

This Solicitation is issued pursuant to Section III.C of the KLC’s Procurement Procedures. All Offerors must abide by the KLC’s “Solicitation Instructions”, and “General Conditions” dated July, 2013, which are incorporated by reference and are attached as Attachments “A” & “B”. Offerors should note the date on the documents to determine whether revisions have been made since the Offeror last responded to a Solicitation.

PART III – SPECIAL CONDITIONS**3.1 CONTRACT TERM**

The initial term of any contract resulting from this Solicitation shall begin on the date set forth in the contract and continue for a period of one (1) year. The contract may be renewed, at the option of the KLC, on an annual basis for four (4) additional years upon terms and conditions mutually agreeable to the parties, for a total contract period not to exceed five (5) years. The KLC reserves the right to negotiate different contract terms, provided the total contract period does not exceed the maximum number of years set forth above.

3.2 DURATION OF PROPOSAL

Unless otherwise agreed, all Proposals shall be binding for one-hundred and eighty (180) calendar days from the Proposal due date.

3.3 SUBCONTRACTING

Subcontractors may be used in providing the good or services pursuant to this Solicitation; however, all subcontractors must be approved in advance by the KLC. Any contractor intending to use subcontractors shall identify each subcontractor or freelance contractor and provide a detailed description of the work to be performed in its Statement of Work. If the KLC approves use of subcontractors, the subcontractors shall also be subject to the terms and conditions of this Solicitation and any subsequent contract.

PART IV – QUALIFICATIONS AND OBLIGATIONS OF OFFERORS**4.1 EXPERIENCE AND REFERENCE**

The Successful Offeror must have experience in providing the goods or services specified in this Solicitation and must furnish proof of that experience to the satisfaction of the KLC. Therefore, all Offerors shall provide the KLC with a minimum of three (3) references for which the Offeror supplied goods or services similar to those being sought by this Solicitation. For each reference listed, the following information must be provided:

- A. Client Name
- B. Contact Name
- C. Address
- D. Telephone Numbers & E-Mail Address
- E. Years of Association with Client
- F. Description of Goods or Services Provided
- G. Dates Goods or Services Provided
- H. Approximate Value of Goods or Services Provided.
- I. Current License(s)

4.2 ACCOUNTING RECORDS

Accounting records pertaining to any contract awarded pursuant to this Solicitation shall be maintained and made available to the KLC, its auditors, and the Auditor of Public Accounts for the Commonwealth of Kentucky during the contract period and for three (3) years from the expiration date of the contract or final payment, whichever is later.

4.3 INDEMNIFICATION

Each Offeror shall indemnify, hold harmless and forever defend the KLC, the Commonwealth of Kentucky, their respective officers, directors, agents and employees from losses, claims, damages, costs (including fees of attorneys of the KLC’s choice and court costs), expenses and all liability of any nature of kind arising out of or relating to its Proposal or the Successful Offeror’s performance or failure to perform under any contract which may result from this Solicitation. This clause shall survive the cancellation of this Solicitation, the award of a contract to the Successful Offeror or a third party, or the termination of any subsequent contract.

4.4 INSURANCE

The Successful Offeror shall submit proof of insurance acceptable to the KLC including, but not limited to, the name, address, contact name and telephone number of their insurance company in which the insurance company agrees to give the KLC thirty (30) days advance notice of any termination, failure to renew, or default. A certificate of insurance listing the KLC as a named certificate holder shall be acceptable.

4.5 EQUAL EMPLOYMENT OPPORTUNITY

The Successful Offeror shall comply with all executive orders of the President’s Committee on Equal Employment Opportunity and all executive orders of the Governor of the Commonwealth of Kentucky regarding Equal Employment Opportunity.

4.6 EQUAL BUSINESS OPPORTUNITY PROGRAM

The KLC promotes procurement from minority businesses. As a result, the Successful Offeror shall state whether it is a certified minority supplier and provide a current certification certificate acceptable to the KLC. If not, the Successful Offeror will be expected to make a good faith effort to provide meaningful procurement opportunities to minority businesses when providing goods or services to the KLC pursuant to this Solicitation. Therefore, prior to award of contract, the Successful Offeror (if not a certified minority business) shall state the extent to which minority businesses are to be utilized as subcontractors or material suppliers. After award of contract, the Successful Offeror must provide periodic reports documenting minority business utilization and the name, telephone number and email address of the Supplier Diversity contact person. For information concerning qualified minority businesses or the KLC's Equal Business Opportunity Program, please contact the KLC's Director of Purchasing at 502.560.1773.

4.7 KLC BUSINESS CODE OF CONDUCT

For the duration of this procurement process and any subsequent contract period, Offerors, their employees and any representatives, designees, agents or any Related Entity (as defined by KRS 154A.010) shall refrain from the following practices:

- A. Providing any bribe, commission, kickback, payment, gratuity, gift, favor, meal or entertainment for any KLC officer, director, employee, agent or representative of the KLC or the spouse, cohabitant, parents, parents-in-law, brothers, sisters, brothers-in-law sisters-in-law, or any children thereof; and
- B. Any other action prohibited by any contract which may result from this Solicitation.

4.8 SUPPLIER PROFILE

All Offerors must complete the Supplier Profile along with the W-9 form that is attached as Attachment "C". The Profile must be completed in its entirety and returned with the Proposal.

4.9 REGISTRATION WITH THE SECRETARY OF STATE BY A FOREIGN ENTITY

Pursuant to KRS 45A.480 (1)(b), an agency, department, office, or political subdivision of the Commonwealth of Kentucky shall not award a state contract to a person that is a foreign entity required by KRS 14A.9-010 to obtain a certificate of authority to transact business in the Commonwealth ("certificate") from the Secretary of State under KRS 14A.0-030 unless the person produces the certificate within fourteen (14) days of the bid or Proposal opening. Therefore, foreign entities should submit a copy of their certificate with their solicitation response. If the foreign entity is not required to obtain a certificate as provided in KRS 14A.9-010, the foreign entity should identify the applicable exception in its solicitation response. Foreign entity is defined within KRS 14A.1-070. **For all foreign entities required to obtain a certificate of authority to transact business in the Commonwealth, the foreign entity's solicitation response shall be deemed non-**

responsive or the awarded contract shall be cancelled, if a copy of the certificate is not received by the KLC within the time frame specified above.

Businesses can register with the Secretary of State at:
<https://secure.kentucky.gov/sos/ftbr/welcome.aspx>

PART V – EVALUATION OF PROPOSALS

5.1 EVALUATION COMMITTEE

The KLC intends to conduct a comprehensive, fair and impartial evaluation of Proposals Received in response to this Solicitation. All Proposals that are properly submitted will be evaluated by a Committee consisting of a team of designated KLC employees that shall make recommendations for award to the President of the KLC.

5.2 EVALUATION CRITERIA

The criteria and the weights to be used by the Evaluation Committee shall consist of the following:

| <u>CRITERIA</u> | <u>POINTS</u> |
|--|------------------|
| A. TECHNICAL (NON-PRICE) | |
| 1. Form & Content of Response | PASS/FAIL |
| <ul style="list-style-type: none"> • Does the Proposal meet all the requirements of this Solicitation as summarized in Part VIII? | |
| 2. Experience and Capability (Including past experience with the KLC) | <u>25</u> |
| <ul style="list-style-type: none"> • Does the Offeror have experience in providing Comparable goods or services as specified in this Solicitation? • Are the references submitted by the Offeror favorable? • If a past KLC supplier, were goods or services provided in a satisfactory manner? | |
| 3. Statement of Work (SOW) | <u>40</u> |
| <ul style="list-style-type: none"> • Does the SOW meet or exceed the needs of the KLC? • Does the proposed warranty meet or exceed the needs of the KLC? | |

- Does the on-going maintenance and support meet or exceed the needs of the KLC?

4. Plan to minimize system downtime during installation 10

- Is the plan sound and does it offer the KLC a workable time window to minimize risk

B. PRICE (NON-TECHNICAL) 25

- Is the price fair and reasonable to the KLC?

TOTAL POINTS AVAILABLE 100

5.3 RECIPROCAL PREFERENCE for KENTUCKY RESIDENT BIDDERS & PREFERENCE FOR QUALIFIED BIDDERS

The scoring of cost is subject to Reciprocal preference for Kentucky Resident Bidders (KRS 45A.A94 and 200 KAR 5:400) and Preferences for a Qualified Bidder or the Department of Corrections, Division of Prison Industries (KRS 45A.485 and KAR 200 5:410). **Vendors not claiming Resident Bidder or Qualified Bidder status need not submit the corresponding affidavit.**

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

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

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

KRS 45A.492 Legislative declarations.

The General Assembly declares:

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

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

- (1) Prior to a contract being awarded to the lowest responsible and responsive Bidder on a contract by a public agency, a resident Bidder of the Commonwealth shall be given a preference against a nonresident Bidder registered in any state that gives or requires a preference to Bidders from that state. The preference shall be equal to the preference given or required by the state of the nonresident Bidder.
- (2) A resident Bidder is an individual, partnership, association, corporation, or other business entity that, on the date the contract is first advertised or announced as available for bidding:
 - (a) Is authorized to transact business in the Commonwealth; and

- (b) Has for one (1) year prior to and through the date of the advertisement, filed Kentucky corporate income taxes, made payments to the Kentucky unemployment insurance fund established in KRS 341.490, and maintained a Kentucky workers' compensation policy in effect
- (3) A nonresident Bidder is an individual, partnership, association, corporation, or other business entity that does not meet the requirements of subsection (2) of this section.
- (4) If a procurement determination results in a tie between a resident Bidder and a nonresident Bidder, preference shall be given to the resident Bidder.
- (5) This section shall apply to all contracts funded or controlled in whole or in part by a public agency.
- (6) The Finance and Administration Cabinet shall maintain a list of states that give to or require a preference for their own resident Bidders, including details of the preference given to such Bidders, to be used by public agencies in determining resident Bidder preferences. The cabinet shall also promulgate administrative regulations in accordance with KRS Chapter 13A establishing the procedure by which the preferences required by this section shall be given.
- (7) The preference for resident Bidders shall not be given if the preference conflicts with federal law.
- (8) Any public agency soliciting or advertising for bids for contracts shall make KRS 45A.490 to 45A.494 part of this solicitation or advertisement for bids.

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

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

A Bidder claiming resident Bidder status shall submit along with its response the attached Required Affidavit for Bidders, Offerors, and Contractors Claiming Resident Bidder Status (Attachment “D “). The KLC reserves the right to request documentation supporting a Bidder’s claim of resident Bidder status. Failure to provide such documentation upon request shall result in disqualification of the Bidder or contract termination.

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

Preferences for a Qualified Bidder or the Department of Corrections, Division of Prison Industries (KRS 45A.470 and KAR 200 5:410).

Pursuant to 200 KAR 5:410, and KRS 45A.470, Kentucky Correctional Industries will receive a preference equal to twenty (20) percent of the maximum points awarded to a Bidder in a solicitation. In addition, the following “qualified Bidders” will receive a

preference equal to fifteen (15) percent of the maximum points awarded to a Bidder in a solicitation: Kentucky Industries for the Blind, any nonprofit corporation that furthers the purposes of KRS Chapter 163 and any qualified nonprofit agencies for individuals with severe disabilities as defined in KRS 45A.465(3). Other than Kentucky Industries for the Blind, a Bidder claiming “qualified Bidder” status shall submit along with its response to this solicitation a notarized affidavit which affirms that it meets the requirements to be considered a qualified Bidder (Attachment “E”). If requested, failure to provide documentation to a public agency proving qualified Bidder status may result in disqualification of the Bidder or contract termination.

5.4 INITIAL PASS/FAIL REVIEW

Each Proposal will be evaluated for general conformity to the submission requirements summarized in Section 8.1 on a pass/fail basis. Proposals that are incomplete or otherwise do not meet submission requirements may be considered non-responsive and eliminated from further consideration.

5.5 TECHNICAL EVALUATION

Proposals that meet the pass/fail criteria as stated above will be distributed to the members of the Evaluation Committee for a technical evaluation using the weighted criteria set forth above. **PRICING WILL NOT BE A FACTOR IN THE TECHNICAL EVALUATION.** Proposals that do not receive a minimum technical score of **50%** of the total technical points available may be disqualified from further consideration. In addition, failure to score at least **50%** of total points available on any one of the technical criteria may result in the disqualification of the Proposal.

5.6 PRICE EVALUATION

Price evaluation will occur after technical scoring and will involve only Proposals that were not previously disqualified. The Evaluation Committee will award the points available for price, using an objective formula that takes into consideration the price of the Proposal being evaluated in relation to the lowest cost Proposal.

5.7 COMBINED SCORING

The Evaluation Committee will combine all technical and price points to determine the total score for each Proposal, and the Proposals shall be ranked accordingly.

5.8 DISCUSSIONS

Before or after the ranking of Proposals, the Evaluation Committee may conduct discussions with responsible Offerors who submit Proposals determined to be reasonably susceptible of being selected for award of contract. The discussions shall be conducted for the purpose of clarification to assure full understanding of, and conformance to, this Solicitation requirements, and revisions may be permitted after submissions and prior to

award for the purpose of obtaining best and final offers. Offerors shall be accorded fair and equal treatment with respect to the opportunity for discussion and revisions of Proposals, except that discussions may be held with only the best qualified Offeror.

5.10 RECOMMENDATION FOR AWARD

After the final ranking of Proposals, the Evaluation Committee shall recommend to the KLC President an Apparent Successful Offeror whose Proposal, as determined by the Evaluation Committee, is most advantageous to the KLC, taking into account price and evaluation factors set forth in this Solicitation.

5.11 CONTRACT NEGOTIATIONS

Upon approval by the President and, if necessary, the KLC Board of Directors, the KLC shall enter into negotiations with the Apparent Successful Offeror. If the conditions and price of a contract cannot be successfully negotiated within a reasonable amount of time (as determined by the KLC), negotiations will be terminated and negotiations with the next highest-ranking Offeror will commence. Negotiations shall continue at the sole option of the KLC until a contract is signed or all Proposals are rejected, and this Solicitation is withdrawn.

5.12 AWARD OF CONTRACT

An award will be made to one (1) or more responsive and responsible Offeror whose Proposal is determined to be the most advantageous to the KLC, taking into consideration the price and the evaluation factors set forth in this Solicitation. Notice of intent to contract, however, does not constitute the award of a contract.

5.13 NOTICE OF AWARD

All Offerors submitting a response to this Solicitation will be notified in writing of the award of a contract, if and when an award is made. If no award is made, all Offerors will be notified accordingly.

PART VI – SCOPE OF WORK

6.1 BACKGROUND

The KLC was created as a “de jure municipal corporation and political subdivision of the Commonwealth of Kentucky” pursuant to KRS 154A.010, et seq. The KLC currently employs approximately 160 employees with its corporate offices and operations located at 1011 West Main Street, Louisville, Kentucky 40202.

The current UPS is a Liebert model AP301 65kVA unit with a 30 sealed lead-acid battery string was installed in 1998 as KLC took occupancy of the building. The unit is 25 years old and was installed when KLC took occupancy of the building. Street power feeding the UPS is 3 phase 480-volt service. Current load runs approximately 25% – 35%. The UPS is connected to a switch gear unit and an Onan NTA855 350 kw standby generator. Switchover time from loss of street power to generator takeover is approximately 8 seconds. The UPS system feeds clean, stable power to KLC mission critical computer systems housed in the data center. The data center is approximately 2000 square feet of raised floor space that is climate controlled for temperature and humidity.

The current unit sits on raised floor and is oriented in the room with the back of the unit against a wall and the right side of the unit 8 inches from an adjoining wall. The unit is oriented with the power connections on the right and the battery string on the left. The unit is 28.5 inches deep and 90.625 inches long. There is a door to the room that when open leaves an 11.5-inch gap between it and the left end of the unit. There is potentially sufficient space in the room for any pre-assembly of a new unit to help to minimize the overall downtime if that is built into the plan, offerors can validate during site visit. The current unit feeds a series of four (4) daisy chained breaker panels within the same room. The switchgear room where street/generator power feeds the unit is approximately 30 feet away.

6.2 STATEMENT OF WORK

All Offerors must submit a written “Statement of Work” prepared in a straight-forward manner, describing the Offeror’s ability to meet the requirements of this solicitation, as part of their Proposals and shall include a basic overview of the project approach.

Final determination of all measurements shall be the responsibility of the Offeror. Any and all necessary measurements should be taken during the mandatory site visit; including measurements for ingress/egress of the old unit and the proposed new unit.

6.3 MINIMUM SPECIFIC REQUIREMENTS

THE FOLLOWING SPECIFICATIONS ONLY ESTABLISH THE MINIMUM STANDARDS WITH WHICH EACH OFFEROR MUST COMPLY. OFFERORS ARE EXPECTED AND ENCOURAGED TO PROPOSE PRODUCTS OR SERVICES THAT EXCEED THE MINIMUM SPECIFICATIONS. INNOVATIVE PRODUCTS OR SERVICES MAY BE PROPOSED AS AN OPTION TO THE KLC.

The KLC is seeking proposals from qualified firms to remove and replace an aging enterprise UPS system in the Louisville data center located at 1011 W. Main St Louisville, KY 40202. The KLC is looking for a turnkey process where the new unit is fully connected, tested, and functional upon completion of the project. This project shall have a start date no earlier than July 1, 2023.

A. Minimum Hardware Requirements:

1. No less than 35 kVA
2. Battery run time at least 20 minutes, 30+ minutes preferred
3. Alarm/Attenuator panel installed in control room within the same raised floor space. Approximately 40 feet from the actual UPS unit
4. Must be compatible with current building environmental control system
5. Offerors must provide literature on the system their proposing

B. Minimum Labor Requirements:

1. Labor to remove and dispose of old unit
2. Labor for install of unit/battery string, attenuator panel, and all electrical connections to street power and generator switch gear
3. All electrical work must be performed by a licensed electrician and in compliance with federal, state and local electrical codes
4. All data connections to building control system shall be performed by successful Offeror
5. Decommissioning and disposal of the replaced unit/batteries
6. Successful Offeror shall be responsible for obtaining all required permits
7. Final determination of all measurements is the responsibility of the Offeror and shall include measurements for ingress/egress of both old unit as well as new unit
8. The output shall feed a series of four (4) daisy chained electrical panels
9. All critical power down work shall be performed in one (1) weekend starting Friday 5 PM finishing prior to Monday at 4 AM. It is expected that the KLC will return to normal operations with the new UPS fully functional by start of business day on the Monday following the agreed upon installation weekend KLC is open to negotiations for pre-staging equipment onsite prior to the installation weekend to make critical power down window as small as possible.

C. Minimum Warranty Requirements

Offerors shall provide their written warranty as part of their proposal. The KLC requires a minimum of a one-year warranty to include parts and labor.

D. Minimum Ongoing Support and Maintenance Requirements

Offerors (or suitable subcontractor) shall provide details on a minimum of 4 years of preventative maintenance plan to take over after warranty period, broken down by cost per year. Offeror (or suitable subcontractor) shall include 24/7 emergency support for the unit/batteries.

- E. Offeror shall submit as a part of their proposal a plan on how they will minimize total downtime for electric service to computer room during installation, to include a backout plan if unforeseen issues compromise the expected downtime window

While the window to complete the installation will be over a period of 59 hours, the KLC would like to limit loss of power to critical systems to as little as is possible. Offeror should detail any plans that they will utilize to accomplish this need.

- F. Offeror shall submit as a part of their proposal new system specifications documents, operating instructions as well as operations walkthrough for regular standard operating processes and alarm details

While UPS systems generally require very little operating instructions and/or intervention, the KLC wants to ensure proper documentation for any normal steps to be completed outside of preventative maintenance schedule. This should include any training materials and list with description/actions to take for all alarms the unit could send.

6.5 COMPLIANCE/EXCEPTIONS

Offerors are expected to comply with the terms and conditions of this Solicitation, including the Minimum Specific Requirements set forth above. Therefore, each Offeror must specifically agree to comply with the terms and conditions of this Solicitation unless an exception is taken to any particular term or condition. **IF AN OFFEROR AGREES TO THE TERMS AND CONDITIONS, THE OFFEROR MUST STATE IN ITS PROPOSAL THAT “WE UNDERSTAND AND WILL COMPLY WITH ALL SECTIONS OF THIS SOLICITATION.” IF AN EXCEPTION IS TAKEN TO ANY SECTION, THE OFFEROR MUST IDENTIFY THE SECTION AND PROVIDE A DETAILED EXPLANATION AS TO WHY THE EXCEPTION WAS TAKEN. ANY EXCEPTION MAY BE GROUNDS FOR DISQUALIFICATION.**

PART VII – PRICING

7.1 PRICING SCHEDULE

Offerors must complete the pricing schedule that is attached as Exhibit “A”. All prices proposed herein shall be firm through the initial term of the contract. Pricing information must be submitted in a **SEPARATE, SEALED ENVELOPE** (without copies) and clearly marked as such. Pricing shall **NOT** be included at any other place within the Proposal.

PART VIII – SUBMISSION REQUIREMENTS

8.1 MANDATORY SUBMISSIONS

Offeror’s Proposals shall be loosely bound and indexed according to this Solicitation outline. Each Offeror responding to this Solicitation must submit the following:

- A. List of References as required by Section 4.1
- B. Completed Supplier Profile, as required by Section 4.8

- C. Registration with the Secretary of State by a Foreign Entity “Certificate of Authority to Transact Business in the Commonwealth of Kentucky” as required by Section 4.9
- D. “Required Affidavit for Bidders, Offerors, and Contractors Claiming Resident Bidder Status” or Non-Resident Bidder’s “Certificate of Authority to Transact Business in the Commonwealth of Kentucky” as required, by Section 5.3
- E. Statement of Work as required by Section 6.2
- F. Literature on proposed system as required by Section 6.3.A.5
- G. Proposed Warranty as required by Section 6.3.C
- H. System Downtime Plan as required by Section 6.3.E
- I. Specification documents and operating instructions on proposed system as required by Section 6.3.F
- J. List of any Compliance/Exceptions to Solicitation as required by Section 6.5
- K. Completed Pricing Schedule as required by Section 7.1
- L. Completed and signed Proposal Certification as required by Section 9.1

PART IX – COMPLETION REQUIREMENTS

9.1 PROPOSAL CERTIFICATIONS

By submitting a Proposal in response to this Solicitation and signing below, the Offeror hereby certifies as follows:

- A. The person signing has authority to sign on behalf of the Offeror.
- B. The Offeror agrees to be bound by all the terms and conditions of this Solicitation (including the Solicitation Instructions and the General Conditions in Attachments A & B), except for any terms and conditions for which an exception was taken and identified in the Proposal pursuant to Section 6.5.

Offeror Name _____

By _____
(Signature) (Date)

Title of person signing: _____

(If Offeror is a Corporation, the President or a Vice President must sign. If Offeror is a partnership, a general partner must sign. If Offeror is a limited liability corporation, the manager or the owner of a beneficial interest must sign.)

9.2 OFFEROR CONTACT INFORMATION

Contact Person: _____

Address: _____

Telephone Number: _____ Mobile Number: _____

Email Address: _____

9.3 DELIVERY OF PROPOSALS TO THE KLC

The Offerors original Proposal and three (3) hard copies with SEPARATELY SEALED PRICING must be placed in a sealed envelope. **The original cost Proposal (without copies)** shall be clearly labeled and placed in a separate, sealed envelope inside the envelope containing the original Proposal.

Offerors must also include an electronic copy of the Proposal. The electronic copy must be searchable and printable on USB device in the following “read-only” format(s): MS Word or PDF AND MUST NOT INCLUDE PRICING. The electronic copy must be included with the associated original Proposal.

All Proposals must be labeled as follows:

“CONFIDENTIAL SEALED BID DO NOT OPEN”

From:
Solicitation #:
Closing Date & Time:

Addressed to: Purchasing Department
Kentucky Lottery Corporation
ATTN: (Buyer’s Name-as listed in Section 1.2)
1011 W Main Street
Louisville, KY 40202-2623

(If an overnight courier is used, the name of the Offeror and this Solicitation number should also be placed on the outside of the overnight courier envelope.) Proposals must be mailed or hand delivered to the above address by the deadline stated in Section 1.3.

E-MAILED PROPOSALS WILL NOT BE ACCEPTED.



ATTACHMENT A SOLICITATION INSTRUCTIONS

DEFINITIONS

(a) As used herein, the term "Solicitation" means Invitation for Bids (IFB) if a contract is to be awarded by competitive sealed Bids, or Request for Proposals (RFP) if a contract is to be awarded by competitive negotiation.

(b) The term "Offer" means bid if a contract is to be awarded by competitive sealed bidding, or Proposal if the contract is to be awarded by competitive negotiation.

2. PREPARATION OF OFFERS

(a) Offerors shall examine and adhere to any drawings, specifications, schedules, and instructions contained in the Solicitation. Failure to do so shall be at the Offeror's risk.

(b) Offerors shall set forth full, accurate and complete information as required by the Solicitation. Offers which contain an Offeror's own special terms and conditions in conflict with the terms and conditions of the Solicitation may be rejected.

(c) Each Offeror shall sign and date the Solicitation in ink and shall print or type his or her name, business, address, telephone number, and number. Erasures or other changes must be initialed in ink by the person signing the Offer.

(d) Cash discounts shall not be considered in making the award of a contract.

(e) Discounts for early payment may be considered if deemed to be in the best interest of the KLC.

(f) All products quoted shall be new (latest model) and unused unless otherwise specified.

(g) Offers for goods or services other than those specified shall not be considered unless authorized by the Solicitation.

(h) Offerors shall state a definite time for delivery of goods or for performance of services unless otherwise specified.

(i) Unless otherwise stated, time, if stated as a number of days, shall include Saturdays, Sundays and holidays.

(j) Offerors shall bear all costs associated with their Offers, including but not limited to, preparation, copying, postage, and delivery fees.

3. INQUIRIES

(a) Any inquiries regarding the Solicitation must be made in writing by the deadline for written questions stated in the Solicitation or, if no deadline is specified, within sufficient time for a reply to reach the Offeror before the submission deadline stated in the Solicitation. Inquiries must not include cost data.

(b) Oral explanations or instructions given before the award of the contract shall not be binding on the KLC.

(c) Any information given to a prospective Offeror concerning a Solicitation shall be furnished to all prospective Offerors as an addendum or an amendment to the Solicitation, if they would be prejudiced by not having the information. The specific Offeror making the inquiry shall not be identified.

4. ACKNOWLEDGMENT OF ADDENDA AND AMENDMENTS TO SOLICITATIONS

Receipt of an addendum or amendment to a Solicitation shall be acknowledged in writing by all Offerors. Unless otherwise specified, the acknowledgment shall be submitted with the Offer.

5. SUBMISSION OF OFFERS

(a) Offers shall be enclosed in sealed envelopes and received by the KLC Purchasing Department prior to the deadline specified in the Solicitation. The Bidder shall insert its name, address and the Solicitation number on the face of the sealed envelope. The official date and time of receipt of the Offer shall be determined by the KLC's date and time stamp.

(b) Offers will not be considered unless expressly authorized by the Solicitation.

(c) Any samples required by the Solicitation must be submitted within the time specified and, unless otherwise specified, at the Offeror's expense. Unless otherwise stated in the Solicitation, samples shall become the property of the KLC.

6. MODIFICATION OR WITHDRAWAL OF OFFERS

(a) Offers may be modified or withdrawn by written or 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 its authorized representative, provided his or her identity is made known and he or she 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.

(b) If a modification relates to the price quoted in the Offer, actual dollar amounts shall not be stated. Instead, Offeror must state the increase or decrease in price in terms of percentages or change in the dollar amount (e.g., increase/decrease price by 10% or increase/decrease unit price by \$1.00).

7. LATE OFFERS, MODIFICATIONS, OR WITHDRAWALS

Offers, modifications or withdrawals thereof received by the KLC after the exact hour and date specified for receipt shall not be considered unless consideration would not be prejudicial to competition as determined by the KLC in its sole discretion.

8. MULTIPLE AND ALTERNATE OFFERS

Offeror shall submit only one Offer in response to the solicitation and shall not propose more than one price, model, or brand for each item. Multiple or alternate Offers shall be rejected unless specifically requested in the solicitation.

9. AWARD OF CONTRACT

(a) For IFB's, the contract shall be awarded to the responsible and responsive Offeror whose Offer meets the requirements and criteria set forth in the solicitation and offers the Best Value to the KLC. For RFP's, the contract shall be awarded to the responsive & responsible Offeror whose Proposal is determined to be the most advantageous to the KLC, taking into consideration the price & evaluation factors set forth in the Solicitation.

(b) Unless otherwise specified, the KLC reserves the right to award a contract based upon a low total, low subtotal, or low item basis. In addition, the KLC reserves the right to reject any or all offers and to waive informalities and minor irregularities in offers received if not prejudicial to competition as determined by the KLC in its sole discretion.

(c) A written award (or Acceptance of Offer) mailed or otherwise furnished to the Successful Offeror within the time for acceptance specified in the Solicitation may, in the sole discretion of the KLC, be deemed to result in a binding contract without further action by either party.

10. DISCLOSURE AND OFFER CONFIDENTIALITY

The contents of each Offer shall be made available for public inspection after the execution of a contract, except for proprietary information. Proprietary information must be submitted separately in a sealed envelope which clearly indicates that the envelope contains proprietary materials. Data which may be designated as proprietary is defined in KRS 154A.040 and KRS 61.870 to 61.884. Materials designated in this manner and determined by the KLC to be proprietary shall not be disclosed except under a court order, pursuant to an Attorney General's opinion or as provided in the contract which results from the Solicitation.

11. RESERVATIONS OF RIGHT

The KLC reserves the right to accept Offers in whole or in part, to negotiate with any Offeror in any manner necessary to serve the best interests of the KLC, and to reduce the scope of goods or services required after selection of the Successful Offeror. The KLC also reserves the right to withdraw or cancel any Solicitation at its discretion, to waive technicalities or minor irregularities, and to obtain any information from any lawful source regarding past business history and practices of an Offeror. Such information, including past business dealings with the KLC, other governmental entities of the Commonwealth, and other Lotteries, may be taken into consideration in evaluating any Offers.



ATTACHMENT B GENERAL CONDITIONS

1. KENTUCKY SALES/USE TAX

Sales of tangible personal property or services to the KLC are not subject to state sales or use taxes.

2. GOVERNING LAW, VENUE & ASSOCIATED COSTS

Any contracts and or orders placed as a result of the Solicitation shall be deemed to have been made and accepted in Jefferson County, Kentucky and shall be governed by laws of the Commonwealth of Kentucky. Furthermore, any litigation shall be commenced and prosecuted in the Courts of Jefferson County, Kentucky. If litigation is commenced and the KLC is the prevailing party, the KLC shall be entitled to all costs, including court costs and attorney's fees.

3. CONTRACT MODIFICATIONS

During the contract period, no change will be permitted in any contract conditions or specifications unless the Contractor receives express written approval from the KLC. The Contractor shall promptly report any necessary modifications to the Director of Purchasing for consideration and decision.

4. INVOICING

All invoices shall be made on the Contractor's invoice form and submitted after the goods or services have been received. Invoices must be itemized in accordance with the contract and shall include, at a minimum, the SOLICITATION number, the purchase order number provided by the KLC, a description of supplies or services, and any applicable item numbers, sizes, quantities, unit prices or extended prices. Failure to submit a properly completed invoice shall be cause for delay in payment because incomplete invoices shall be returned to the Contractor.

5. ORDER OF PRECEDENCE

Any inconsistencies between the terms and conditions of the Solicitation, the Offer or the Contract shall be resolved in the following order: (a) Contract, (b) Special Conditions of the Solicitation, (c) Specifications of the Solicitation, (d) General Conditions of the Solicitation, (e) Offer Instructions of the Solicitation, and (f) Offer, unless any provision of the Offer exceeds the requirements of the Solicitation, in which case the provisions of the Offer shall apply.

6. TERMINATION FOR CAUSE AND OTHER REMEDIES

(a) In the event of default under the contract, the KLC shall be entitled to seek all remedies available to it at law or in equity. Election of any one remedy by KLC shall not foreclose KLC from seeking any other remedy available to it hereunder. The waiver by KLC of any breach of any provision of the contract shall not operate or be construed as a waiver of any subsequent breach.

(b) In addition to all other remedies available to the KLC in the contract, at law or in equity, the KLC may terminate a contract for failure in whole or in part to perform the contract according to its terms and conditions or whenever the contractor has obtained the contract by fraud, collusion, conspiracy, or other unlawful means. In the event of default, the KLC may purchase the products or services on the open market, with any excess of the contract price to be paid by the Contractor.

(c) In addition to the remedy of contract termination, the KLC may in its sole discretion accept partial, incomplete or otherwise non-complying performance, and may deduct from the price to be paid a sum which reasonably reflects the difference in value between the contracts as it was to have been performed and as it was actually performed.

7. TERMINATION FOR CONVENIENCE

(a) The KLC may terminate, for its own convenience, all contracts for the procurement of goods and/or services when the KLC, in its sole discretion, has determined that termination is in the KLC's best interests, and the President of the KLC or his or her designee shall be authorized to negotiate a settlement with the contractor according to terms deemed just and equitable by the KLC.

(b) Compensation to a contractor for lost profits on a contract terminated for convenience of the KLC shall not exceed the amount set forth in the contract or, if no amount is set in the contract, 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. No payments will be made for finished work, work in progress, or raw materials acquired unnecessarily in advance or in excess of the KLC's requirements.

(c) When a contract is terminated for the convenience of the KLC, the contractor shall have the burden of establishing the amount of compensation to which it believes itself to be entitled by the submission of complete and

(c) When a contract is terminated for the convenience of the KLC, the contractor shall have the burden of establishing the amount of compensation to

which it believes itself to be entitled by the submission of complete and accurate cost data employed in submitting the Offer 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.

8. FILING OF PROTEST

Any actual or prospective Offeror or contractor who is aggrieved in connection with the solicitation or award of a contract may file a protest with the President of the KLC. A protest must be in writing and must be filed within fourteen (14) calendar days after such aggrieved person knows or should have known of the facts giving rise to the protest.

9. WARRANTIES

Unless otherwise specified in the Solicitation, the manufacturer's most favorable warranty offered to preferred customers shall apply to all goods or services specified in the Solicitation. A copy of the warranty shall be furnished to the KLC upon delivery of the goods or services

10. DELIVERIES

Unless otherwise specified in the Solicitation, all Offers in response to the Solicitation shall include shipping, F.O.B. destination. Deliveries shall be made from 8:00 am to 4:00 pm, Eastern Time, Monday through Friday, excluding holidays.

11. FIRM PRICING

Except as otherwise provided, prices offered must be firm for the initial term of the contract. Offers with prices which are subject to qualifications or change may be rejected.

12. INSPECTION

All goods shall be subject to inspection or tests by the KLC prior to acceptance. If goods are defective in material or workmanship or otherwise not in conformity with specified requirements, the KLC shall have the right to reject them or require acceptable correction at the Contractor's expense.

13. NON-EXCLUSIVE RIGHTS

Unless otherwise stated, no contract resulting from the Solicitation shall grant to the Contractor exclusive rights. If the KLC determines that different or additional goods or services are required, the KLC reserves the right to purchase the goods or services from any supplier the KLC deems appropriate.

14. FINAL CONTRACT

The award of any contract pursuant to a Solicitation may be subject to the negotiation and execution of a definitive contract between the Successful Offeror (s) and the KLC, which contract(s) shall incorporate the Solicitation and the Offer by reference. The contract(s) shall be acceptable to the KLC in form and substance and may include terms and conditions in addition to those summarized in the Solicitation.

15. COVENANT AGAINST CONTINGENT FEES

By submitting an Offer in response to the Solicitation, the Offeror warrants that no person or selling agency has been employed or retained to solicit or secure an agreement pursuant to the Solicitation upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by the Offeror for the purpose of securing business. For breach of this warranty, the KLC shall have the right to terminate any contract and, in its sole discretion, to deduct or recover from any contract the full amount of such commission, percentage, brokerage or contingent fees.

16. FORCE MAJEURE

Neither the KLC nor the Successful Offeror shall be liable for delays or performance failures caused by acts beyond the control of the party. Such acts shall include, but not be limited to, acts of God, acts of war, epidemics, acts of Federal or State agencies or other disasters or events. However, any such delay must be beyond the control of and without the fault or negligence of the non-performing party.

17. OWNERSHIP

All Offers shall become the property of the KLC upon receipt and shall not be returned to the Offerors. The KLC shall have the right to use or to adopt all ideas contained in any Offer submitted in response to the Solicitation without compensation. Except where otherwise agreed in writing by the KLC, all materials, processes, and works developed and submitted in fulfilling any contract will become the exclusive property of the KLC.

18. ASSIGNMENT

The Successful Offeror's obligations under any contract shall not be assigned or transferred to any other person, firm, corporation, or entity without the prior written consent of the

RETURN TO:
 KENTUCKY LOTTERY CORPORATION
 PURCHASING DEPARTMENT
 1011 WEST MAIN STREET
 LOUISVILLE, KY 40202-2623



| |
|--------------------------|
| Supplier ID No. _____ |
| (TO BE ASSIGNED BY KLC) |

INTERNAL SENSITIVE-FOR INTERNAL AND SUPPLIER USE ONLY

SUPPLIER PROFILE

Please "PRINT or TYPE" information

| | |
|--|--|
| 1. Applicant's Firm Name and Address _____ _____ _____ | 2. Contact Person: _____ Telephone No: _____ Alternate No: _____ E-mail Address: _____ |
| 3. Remit to Address: _____ _____ _____ | 4. Kind of Ownership: (Check One) <input type="checkbox"/> Individual/Sole Proprietor <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation |
| 5. Does your firm maintain a bona fide place of business in Kentucky? <input type="checkbox"/> Yes <input type="checkbox"/> No | |
| 6. List all the following tax account numbers your company holds with the Kentucky Revenue Cabinet: <input type="checkbox"/> Sales & Use Tax _____ <input type="checkbox"/> Employer's Withholding Tax _____ <input type="checkbox"/> Corporation Tax _____ <input type="checkbox"/> Coal Tax _____ <input type="checkbox"/> SSN _____ | |
| If assistance is needed, please contact the Taxpayer Registration Section, Kentucky Revenue Cabinet, P.O. Box 299 Frankfort, Kentucky, 40602, Phone number (502) 564-3306 | |
| 7. Minority Owned <input type="checkbox"/> Yes <input type="checkbox"/> No | Minority Owned is a firm where 51% or more is owned by person(s) of minority races. Must include copy of current certification |
| 8. Female Owned <input type="checkbox"/> Yes <input type="checkbox"/> No | Female Owned is a firm where 51% or more is female ownership. Must include copy of current certification. |
| 9. Supplier Diversity Contact Person: _____ | Telephone No: _____ E-Mail: _____ |
| 10. Applicant's Federal Employer's ID No | <input type="checkbox"/> Corporate Federal ID: _____ <input type="checkbox"/> Partnership: _____ Individual SSN: _____ |
| Applicant certification (Must be signed in Ink) I hereby certify that I am duly authorized to submit and certify this application and to the best of my knowledge all information provided herein is true and accurate as of this date. | |
| _____ Typed Name | _____ Title |
| _____ Signature | _____ Date |
| OFFICIAL USE ONLY – DO NOT WRITE BELOW THIS LINE | |
| Application Review By: _____ Date: _____ | |
| Application Accepted: <input type="checkbox"/> Yes <input type="checkbox"/> No | |

ATTACHMENT C

(Continued)

THE FOLLOWING IS A LIST OF CURRENT KENTUCKY LOTTERY COMMODITY CODES. PLEASE CHECK UP TO FOUR THAT APPLY. IF "OTHER" IS CHECKED, PELASE DESCRIBE IN DETAIL.

| CODE | DESCRIPTION | ✓ | CODE | DESCRIPTION | ✓ |
|------|---|---|-------|------------------------------------|---|
| ACC | ACCOUNTING & AUDITING SERVICES | | MAL | MAIL SERVICES, LABELS | |
| ADS | AD SPECIALTIES | | MAT | MATERIAL HANDLING EQUIPMENT | |
| ADY | ADVERTING SERVICES | | MEC | MECHANICAL | |
| ART | ART SUPPLIES | | MFG | MANUFACTURING | |
| AUD | AUDIO VISUAL SERVICES | | MKT | MARKETING SERVICES | |
| AWA | AWARDS | | MLE | MAILROOM, EQUIPMENT & SERVICES | |
| BEN | BENEFITS ADMINISTRATION | | MOV | MOVING (RELOCATION) SERVICES | |
| BIL | BILL ACCEPTOR PARTS | | MTL | METAL FABRICATIONS | |
| BOX | BOXES | | OFE | OFFICE EQUIPMENT | |
| CAM | CAMERAS & SUPPLIES | | OFS | OFFICE SUPPLIES | |
| CAT | CATERING SERVICES, BUSINESS | | OSP | OFFSET PRINTERS | |
| CNF | CONFERENCE & LODGING ARRANGEMENTS | | PAG | PAGERS | |
| COF | COFFEE SERVICES | | PAI | PAINTING SERVICES | |
| COP | COPIER MACHINE SERVICES & SUPPLIES | | PAP | PAPER | |
| COS | COMPUTER SUPPLIERS, RIBBONS, ETC | | PLU | PLUMBING SERVICES | |
| COU | COURIER SERVICES | | PRT | PRINTING | |
| CRE | CREDIT REPORTING SERVICES | | PUB | PUBLISHING | |
| CSI | CONSULTING, COMPUTING (HARDWARE & SOFTWARE) | | REC | RECYCLING SUPPLIES & SERVICES | |
| CS2 | CONSULTING, MANAGEMENT | | RUB | RUBBERS & PLASTICS | |
| CS3 | CONSULTING, MARKETING | | SAF | SAFETY PRODUCTS | |
| DIS | DISPENSERS, TICKETS | | SEC | SECURITY GUARD SERVICES & SYSTEMS | |
| EDU | EDUCATION | | SHR | SHREDDING SERVICES, PAPER & OTHER | |
| ELE | ELECTRICAL SERVICES | | STA | STAMPS, RUBBER | |
| EMP | EMPLOYMENT RELATED SERVICES | | STO | STORAGE FACILITIES, OFF SITE | |
| ENV | ENVELOPES | | TAL | TALENT | |
| EVR | ENVIRONMENTAL SPECIALTY SERVICES | | TEL | TELECOMMUNICATIONS EQUIPMENT | |
| FEN | FENCING | | TKT | TICKETS, INSTANT & PULL-TABS | |
| FOR | FORMS, BUSINESS | | TLS | TELEPHONE SERVICES | |
| FRM | FRAMING, PICTURES & DOCUMENTS, ETC. | | TRA | TRAVEL AGENCIES | |
| FST | FIRST AID SERVICES | | TRN | TRANSPORTATION | |
| FUR | FURNITURE, OFFICE & OTHER | | TSV | TELECOMMUNICATION SERVICES | |
| GRA | GRAPHICS | | TVB | TELEVISION BROADCASTING | |
| HDW | HARDWARE SUPPLIES, TOOLS, ETC. | | TYP | TYPESETTERS | |
| HEA | HEATING & AIR | | UNI | UNIFORMS | |
| IND | INDUSTRIAL SUPPLIES | | VED | VENDING MACHINES, TICKETS | |
| INF | INFORMATION MANAGEMENT (OPTICAL DISK, ETC) | | VEH | VEHICLES | |
| INS | INSURANCE | | VEN | VENDING SERVICE (FOOD & BEVERAGES) | |
| INT | INTERIOR DESIGNS | | VER | VEHICLE REPAIRS | |
| JAN | JANITORIAL SERVICES | | VID | VIDEO, SERVICES & SUPPLIES | |
| LCS | LANDSCAPING, INTERIOR, EXTERIOR | | WAS | WASTE DISPOSAL | |
| LGL | LEGAL, ATTORNEY SERVICES | | WAT | WATER, BOTTLED, ETC | |
| LOC | LOCK SERVICES (LOCKS, KEYS, ETC) | | WHS | WAREHOUSE EQUIPMENT | |
| LOT | LOTTERY RELATED EQUIPMENT | | O | | |
| MAI | MAINT SVCS, PROPERTY & FACILITY | | OTHER | | |

ATTACHMENT C (Continued)

Form **W-9**
(Rev. November 2017)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

| | | |
|--|--|---|
| | 1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. | |
| | 2 Business name/disregarded entity name, if different from above | |
| See Specific Instructions on page 3. Print or type. | 3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ▶ _____ | 4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i> |
| | 5 Address (number, street, and apt. or suite no.) See instructions. | Requester's name and address (optional) |
| | 6 City, state, and ZIP code | |
| | 7 List account number(s) here (optional) | |

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| Part I Taxpayer Identification Number (TIN) | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> , later. Note: If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter. | <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="10" style="text-align: center;">Social security number</td> </tr> <tr> <td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td> </tr> <tr> <td colspan="4" style="text-align: center;">-</td> <td colspan="2" style="text-align: center;">-</td> <td colspan="4"></td> </tr> <tr> <td colspan="10" style="text-align: center;">or</td> </tr> <tr> <td colspan="10" style="text-align: center;">Employer identification number</td> </tr> <tr> <td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td> </tr> <tr> <td colspan="4" style="text-align: center;">-</td> <td colspan="6"></td> </tr> </table> | Social security number | | | | | | | | | | | | | | | | | | | | - | | | | - | | | | | | or | | | | | | | | | | Employer identification number | | | | | | | | | | | | | | | | | | | | - | | | | | | | | | |
| Social security number | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| Employer identification number | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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|--|
| Part II 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. citizen or other U.S. person (defined below); and |
| 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct. |
| Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding 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 TIN. See the instructions for Part II, later. |

| | | |
|------------------|----------------------------|--------|
| Sign Here | Signature of U.S. person ▶ | Date ▶ |
|------------------|----------------------------|--------|

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

ATTACHMENT C (Continued)

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

| IF the payment is for . . . | THEN the payment is exempt for . . . |
|--|---|
| Interest and dividend payments | All exempt payees except for 7 |
| Broker transactions | Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012. |
| Barter exchange transactions and patronage dividends | Exempt payees 1 through 4 |
| Payments over \$600 required to be reported and direct sales over \$5,000 ¹ | Generally, exempt payees 1 through 5 ² |
| Payments made in settlement of payment card or third party network transactions | Exempt payees 1 through 4 |

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

ATTACHMENT C (Continued)

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLÉ accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

| For this type of account: | Give name and SSN of: |
|--|---|
| 1. Individual | The individual |
| 2. Two or more individuals (joint account) other than an account maintained by an FFI | The actual owner of the account or, if combined funds, the first individual on the account ¹ |
| 3. Two or more U.S. persons (joint account maintained by an FFI) | Each holder of the account |
| 4. Custodial account of a minor (Uniform Gift to Minors Act) | The minor ² |
| 5. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law | The grantor-trustee ¹ The actual owner ¹ |
| 6. Sole proprietorship or disregarded entity owned by an individual | The owner ³ |
| 7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A)) | The grantor* |
| For this type of account: | Give name and EIN of: |
| 8. Disregarded entity not owned by an individual | The owner |
| 9. A valid trust, estate, or pension trust | Legal entity ⁴ |
| 10. Corporation or LLC electing corporate status on Form 8832 or Form 2553 | The corporation |
| 11. Association, club, religious, charitable, educational, or other tax-exempt organization | The organization |
| 12. Partnership or multi-member LLC | The partnership |
| 13. A broker or registered nominee | The broker or nominee |

| For this type of account: | Give name and EIN of: |
|---|-----------------------|
| 14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments | The public entity |
| 15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B)) | The trust |

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

*Note: The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

ATTACHMENT C (Continued)

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

ATTACHMENT D

Solicitation/Contract#: KL-23-020

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 KRS45A.494(2), the entity bidding is an individual, partnership, association, corporation, or other business entity that, on the date the contract is first advertised or announced as available for bidding:

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

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

Signature Printed Name

Title Date

Company Name: _____

Address: _____

Subscribed and sworn to before me by _____

(Affiant)

(Title)

of _____ this _____ day of _____

(Company Name)

_____, 20____.

Notary Public

[Seal of notary]

My commission expires: _____

ATTACHMENT E

Solicitation/Contract#: KL-23-020

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

FOR BIDS AND CONTRACTS IN GENERAL:

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

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

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

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

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

| | |
|--------------------|-----------------------|
| _____ Signature | _____ Printed Name |
| _____ Title | _____ Date |

Company Name: _____

Address: _____

Subscribed and sworn to before me by _____ (Affiant) _____ (Title)
of _____ this ____ day of _____, 20__.
(Company Name)

Notary Public
[Seal of notary]

My commission expires: _____

EXHIBIT A
PRICING SCHEDULE

KL-23-020 Uninterruptible Power Supply (UPS) System and Battery Replacement

All Offerors must complete the Pricing Schedule using the required format below. All prices proposed herein shall be firm through the initial term of the contract. Pricing information must be submitted in a **SEPARATE, SEALED ENVELOPE** (without copies) and clearly marked as such. Pricing shall **NOT** be included at any other place within the Proposal.

Pricing shall be all inclusive of UPS System and battery replacement project, at minimum; removal and disposal of old system, install of new system, testing, implementation, all labor, parts and supplies.

TOTAL COST OF PROJECT \$ _____

Breakdown of total cost:

UPS System and battery: \$ _____

Labor Costs: \$ _____

On Going Maintenance and Support:

1st Year of Maintenance and Support (including all parts and labor): Included

2nd Year of Maintenance and Support (including all parts and labor): \$ _____

3rd Year of Maintenance and Support (including all parts and labor): \$ _____

4th Year of Maintenance and Support (including all parts and labor): \$ _____

5th Year of Maintenance and Support (including all parts and labor): \$ _____

Total Maintenance and Support (including all parts and labor)
Year (1-5): \$ _____

Company Name

Signature

Printed Name

Date