

**HARDIN COUNTY FISCAL COURT  
RESOLUTION NO. 2022-140**

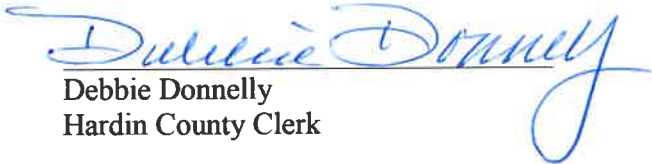
**BE IT RESOLVED**, upon recommendation of Judge/Executive Harry L. Berry, to approve the purchase of a T770 T4 Bobcat Compact Track Loader (State Contract # MA 7581800000615) from Bobcat Enterprises Louisville, KY at the price of \$73,707.98.

**BE IT FURTHER RESOLVED**, to pay invoices for the total amounts.

**ADOPTED**, by the Hardin County Fiscal Court in its regular meeting of 26 July 2022.

  
Harry L. Berry  
Hardin County Judge/Executive

ATTEST:

  
Debbie Donnelly  
Hardin County Clerk



# Commonwealth of Kentucky

## MASTER AGREEMENT MODIFICATION

### CONTRACT INFORMATION

**MASTER AGREEMENT NUMBER:** MA 758 1800000615

Effective Date: 4/1/18

Record Date: 6/11/21

Expiration Date: 3/31/22

Procurement Folder: 48026

Document Description: Construction Equipment

Procurement Type: Standard Goods and Services

Cited Authority: Competitive Sealed Bidding-Goods and Services

Version Number: 5

### CONTACT INFORMATION

**ISSUER:**

Carrie Willard

502-564-6515

Carrie.Willard@ky.gov

### REASON FOR MODIFICATION

To renew for a one (1) year period (4/1/2021 - 3/31/2022) in accordance with the terms and conditions and written agreement of the vendor.

Models on Commodity Lines 2, 4, and 7 have been updated and Commodity Line 8 have been marked as inactive as the model is no longer available.

No other changes have been made, documentation is on file with OPS.

### VENDOR INFORMATION

Name /Address:	Contact:
KY0028761: CLARK EQUIPMENT DBA: BOBCAT COMPANY 250 EAST BEATON DRIVE  WEST FARGO ND 58078-6000	RANDY FUSS 701-241-8746 RANDY.FUSS@DOOSAN.COM
KY0028328: BOBCAT ENTERPRISES INC  1309 CAHILL DR  LEXINGTON KY 40504	NO CONTACT IDENTIFIED 859-254-3936
KY0044092: GATEWAY BOBCAT OF MISSOURI INC DBA: BOBCAT OF BOWLING GREEN 401 WEST OUTER ROAD  VALLEY PARK MO 63088	LINDA GAUGH 636-225-2900 LGAUGH@BOBCATOFSTL.COM
KY0028328: BOBCAT ENTERPRISES INC  13117 MIDDLETOWN INDUSTRIAL  LOUISVILLE KY 40223	NO CONTACT IDENTIFIED 859-254-3936

### COMMODITY / SERVICE INFORMATION

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Total
1	0.00000		\$0.00000	\$0.00			\$0.00

Bobcat Attachments

**Extended Description:**

24% discount off the published list price for Bobcat Attachments



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**MASTER AGREEMENT  
FOR  
CONSTRUCTION EQUIPMENT  
BETWEEN  
THE COMMONWEALTH OF KENTUCKY  
AND  
CLARK EQUIPMENT COMPANY DBA: BOBCAT COMPANY  
250 BEATON DRIVE  
WEST FARGO, NORTH DAKOTA 58078  
701-241-8759  
JESSE RHEAULT  
[Jesse.Rheault@doosan.com](mailto:Jesse.Rheault@doosan.com)**

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## Section 1

### Scope of Contract

The Office of Procurement Services establishes this Master Agreement for:

**Construction Equipment  
(Bobcat Tracked Excavators and Skid Steer/Compact Loaders)**

Units furnished under this contract shall be new models or the latest improved model in current production (as offered to the construction trade), and shall be of good quality as to workmanship and materials used. Units meeting specifications and being provided as a standard unit shall be presented with net pricing. Units shall be provided with three (3) sets of keys. Any equipment not specifically mentioned in this specification, but listed in the manufacturer's literature, as standard equipment shall be furnished.

**SUGGESTED MODELS:** Models that are provided shall be done so as they relate to a specific Line Item and the specifications described therein.

**REGULATIONS:** Units shall meet any state or federal OSHA regulations as applicable.

**STANDARD EQUIPMENT:** Units shall contain all standard equipment listed as such in the manufacturer's latest literature unless otherwise stated within these specifications.

**ADDITIONAL EQUIPMENT:** Units shall contain any additional equipment, not specifically mentioned but necessary, to make a complete and workable unit.

**OPTIONAL UPGRADES & ENHANCEMENTS:** Any item that is of an enhancement or upgrade shall be listed as such and will be considered an option to make each unit bid a complete and workable unit when accessories and equipment are requested.

**PAINT:** Unit shall be painted manufacturer's standard color with lead-free paint. This shall include all component parts that are normally painted.

**MANUALS:** Unit shall include owner/operator manuals, parts and service/maintenance manuals (CD's are acceptable in lieu of books). Manuals shall be concurrent with unit delivered.

**DELIVERY:** Units shall be delivered to Frankfort with any delivery and shipping cost associated with such being factored into the actual net cost of the unit. However, freight and shipping cost shall be optional based on mileage for any

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units that may be delivered outside of Frankfort or from vendor location, that being of the lesser of mileage to the designated delivery location.

**PRE-SERVICE:** All new equipment must be pre-serviced to the manufacturer's recommendations and in first class operating condition when delivered. All service work shall be done in the vendor's place of business or in another location provided by the vendor. No major assembly or servicing of equipment will be allowed on state property. Only minor modifications to equipment necessary to bring the item into compliance with specifications will be permitted on state property. Units shall have a minimum of 1/4 tank of fuel when delivered.

**WARRANTY:** Unit shall have a manufacturer's warranty against defective parts and materials for a period of no less than one- (1) year or 1,000 operating hours. Warranty shall include 100 percent parts and labor for warranted repairs. All warranty repairs shall be performed "only" by a manufacturer's authorized technician. A warranty card or document shall be provided with each unit.

**PARTS AND SERVICE:** OEM repair parts/service shall be provide within 72 hours after receiving notification of equipment breakdown. Service work shall only be performed by manufacturer trained and certified technician employed by a manufacturer's certified dealer.

**TRAINING:** Shall provide one day of training regarding safety, operation, and preventive maintenance. This shall be provided at a designated location/s as requested by the user.

## Section 2

### Administrative Fee

The Contractor agrees to provide a quarterly administrative fee to the Commonwealth of Kentucky as part of the Contractor's unit prices and is not to be charged directly to the customer in the form of a separate line item. The administrative fee percentage is only applicable to the actually received by the contractor during the quarter and is not applicable to the amounts ordered by customers but not yet paid. The administrative fee shall be paid in the form of a check payable to the Commonwealth of Kentucky – Office of Procurement Services for an amount equal to one percent (1%) of the net sales (less any returns, credits, or adjustments) under this PA for the period. Fees shall be paid 45 days after the close of the quarter. Check to be mailed to the Office of Procurement Services, 702 Capitol Avenue, New Capitol Annex, Room 095, Frankfort, Kentucky 40601.

## Section 3

### Initial Contract Period

This contract shall be for the initial period of one (1) year from April 1, 2018 through March 31, 2019.

## Section 4

### Renewal Clause – Optional Renewal Period

This contract may be extended at the completion of the initial contract period for four (4) additional one-year periods. This extension must have the written approval by all parties. The Commonwealth of Kentucky reserves the right to renegotiate any terms and/or conditions as may be necessary to meet requirements for the extended period. The vendor will be advised of any proposed revisions prior to the renewal periods. In the event proposed revisions cannot be agreed upon, either party shall have the right to withdraw without prejudice from either exercising the option or continuing the contract in an extended period.

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## **Section 5**

### **Agencies to be Served**

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

#### **All State**

#### **Political Subdivisions**

Under Kentucky Statutes, political subdivisions of this State including cities of all classes, counties, and school districts may participate in All State Agency Master Agreements to the same extent as agencies of the Commonwealth.

## **Section 6**

### **Tax Exempt Status**

Do not include Federal Excise Tax, Kentucky Sales or Use Tax in prices.

## **Section 7**

### **Basis of Price Revisions**

PRICE ADJUSTMENTS: Unless otherwise specified, the prices established by this contract shall remain firm for the contract period subject to the following:

- A. Price Increases: A price increase shall not occur during the first twelve (12) months of the contract. A vendor may request a price increase after twelve (12) months of the contract, which may be granted or denied by the Commonwealth. Any such price increase shall be based on industry wide price changes. The contract holder must request in writing a price increase at least thirty (30) days prior to the effective date, and shall provide firm proof that the price increase(s) is justified. The Office of Procurement Services may request additional information or justification. If the price increase is denied, the contract holder may withdraw from the contract without prejudice upon written notice and approval by the Office of Procurement Services. Provided, however, that the vendor must continue service, at the contract prices, until a new contract can be established (usually within sixty (60) days).
- B. Price Decreases: The contract price shall be reduced to reflect any industry wide price decreases. The contract holder is required to furnish the Office of Procurement Services with notice of any price decreases as soon as such decreases are available.
- C. Extended Contract Periods: If the contract provides for an optional renewal period, a price adjustment may be granted at the time the contract is renewed, subject to price increase justification as required in Paragraph A "Price Increases" as stated above.

## **Section 8**

### **Post Contract Agreements**

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

## **Section 9**

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### **Quantity Basis of Contract – Estimated Quantities**

The State is obligated to buy only that quantity needed by its agencies during the term of the contract. The contractor will be required to furnish all requirements shown on Delivery Orders dated during the life of the contract.

### **Section 10**

#### **Vendor's Report**

The vendor may be asked to furnish the buyer, Office of Procurement Services, a report showing volume which has been sold to the Commonwealth and its using agencies each six (6) months of the contract period. The report will include political subdivisions and university purchases. This report may be the vendor's computer printout sheet or form. This shall apply to all items, which are to become a part of this contract. This report must reference usage by brief description, product number or other format designated by the Office of Procurement Services.

### **Section 11**

#### **FOB Basis of Shipment – Vendor Responsible**

Delivery shall be F.O.B. Destination Freight Prepaid and Allowed. The vendor shall be fully responsible for all shipments and freight charges involved to the ordering agency.

### **Section 12**

#### **Cancellation Clause – 30 Days Notice**

The Commonwealth may cancel this contract by giving written notice thirty (30) days prior to effective cancellation date. In the event such action is taken, the contract shall be null and void upon receipt of a Modification from the Office of Procurement Services canceling the contract.

### **Section 13**

#### **Exception to Required Use of Contract**

The establishment of this Master Agreement is not intended to preclude the use of similar products when requested by the agency. The Commonwealth of Kentucky reserves the right to contract for large requirements by using a separate solicitation.

### **Section 14**

#### **Service Performance**

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

The relationship between the State and the Contractor is that of client and independent contractor. No agent, employee, or servant of the contractor or any of its subcontractors shall be or shall be deemed to be an employee, agent, or servant of the State for any reason. The contractor will be solely and entirely responsible for its acts and the acts of its agents, employees, servants and subcontractors during the performance of this contract.

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

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## **Section 15**

### **Addition or Deletion of Items or Services**

The Office of Procurement Services reserves the right to add new and similar items, with the consent of the vendor, to any contract. The Office of Procurement Services to effect this change will issue a contract Modification. Until such time as the vendor receives a Modification, the vendor shall not accept Delivery Orders from any agency referencing such items or services.

## **Section 16**

### **Agreement between Parties**

This contract is the complete and exclusive statement of the agreement between the parties, which supersedes all prior agreements, oral or written, and all other communications between the parties. It is further agreed between the parties, that any valid modification of contractual agreement must be formalized by issuance of a Contract Modification from the Office of Procurement Services.

## **Section 17**

### **Governmental Restrictions**

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

## **Section 18**

### **Payments**

The vendor shall be paid, upon the submission of proper invoices to the receiving agency at the prices stipulated for the supplies delivered and accepted, or services rendered. Unless otherwise specified, payment will not be made for partial deliveries accepted. Payments will be made within thirty (30) working days after receipt of goods or a vendor's invoice in accordance with KRS 45.453 and KRS 45.454.

## **Section 19**

### **Inspection**

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

## **Section 20**

### **Subcontracts**

The contractor is permitted to make subcontract(s) with any other party for furnishing any of the work or services herein. The contractor shall be solely responsible for performance of the entire contract whether or not subcontractors are used. The Commonwealth shall not be involved in the relationship between the prime contractor and the subcontractor. Any issues that arise as a result of this relationship shall be resolved by the prime contractor.

All references to the contractor shall be construed to encompass both the contractor and any subcontractors of the contractor.

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## **Section 21**

### **Federal Tax Exempt Purchases by the Commonwealth of Kentucky**

**Contracts Direct With Manufacturer:** In the event a manufacturer bids direct and is awarded a contract, the Office of Procurement Services shall request the contractor to furnish evidence of registration with the U.S. Internal Revenue Service. This registration shall be in accordance with the "Temporary Rules, 1958 Excise Tax Act". After such registration, individual Excise Tax Exemption Certificates are not necessary on each individual order issued against the contract by the Office of Procurement Services. Therefore, quoted prices must be exclusive of Federal Excise Taxes.

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

## **Section 22**

### **Governing Law**

This contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky and any litigation with respect to this contract shall be brought in state or federal court in Franklin County, Kentucky in accordance with KRS 45A.245.

## **Section 23**

### **Access to Records**

The contractor, as defined in KRS 45A.030 (9) agrees that the contracting agency, the Finance and Administration Cabinet, the Auditor of Public Accounts, and the Legislative Research Commission, or their duly authorized representatives, shall have access to any books, documents, papers, records, or other evidence, which are directly pertinent to this contract for the purpose of financial audit or program review. Records and other prequalification information confidentially disclosed as part of the bid process shall not be deemed as directly pertinent to the contract and shall be exempt from disclosure as provided in KRS 61.878(1)(c). The contractor also recognizes that any books, documents, papers, records, or other evidence, received during a financial audit or program review shall be subject to the Kentucky Open Records Act, KRS 61.870 to 61.884.

## **Section 24**

### **Accessibility**

Vendor hereby warrants that the products or services to be provided under this contract comply with the accessibility requirements of section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794d), and its implementing regulations set forth at Title 36, Code of Federal Regulations, part 1194. Vendor further warrants that the products or services to be provided under this contract comply with existing federal standards established under Section 255 of the Federal Telecommunications Act of 1996 (47 U.S.C. § 255), and its implementing regulations set forth at Title 36, Code of Federal Regulations, part 1193, to the extent the vendor's products or services may be covered by that act. Vendor agrees to promptly respond to and resolve any complaint regarding accessibility of its products or services which is brought to its attention.

## **Section 25**

### **Provisions for Termination of the Contract**

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This contract shall be subject to the termination provisions set forth in 200 KAR 5:312.

## **Section 26**

### **Discrimination (Effective April 8, 2015)**

Discrimination (because of race, religion, color, national origin, sex, sexual orientation, gender identity, age, or disability) is prohibited. This section applies only to contracts utilizing federal funds, in whole or in part. During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, sex, sexual orientation, gender identity, or age. The contractor further agrees to comply with the provisions of the Americans with Disabilities Act (ADA), Public Law 101-336, and applicable federal regulations relating thereto prohibiting discrimination against otherwise qualified disabled individuals under any program or activity. The contractor agrees to provide, upon request, needed reasonable accommodations. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, national origin, sex, sexual orientation, gender identity, age or disability. Such action shall include, but not be limited to the following; employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensations; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, sex, sexual orientation, gender identity, age or disability.
3. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representative of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.
4. The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965 as amended, and of the rules, regulations and relevant orders of the Secretary of Labor.
5. The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
6. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations or orders, this contract may be cancelled, terminated

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or suspended in whole or in part and the contractor may be declared ineligible for further government contracts or federally-assisted construction contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended, and such other sanctions may be imposed and remedies invoked as provided in or as otherwise provided by law.

7. The contractor will include the provisions of paragraphs (1) through (7) of section 202 of Executive Order 11246 in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor, issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

**ALL PROVISIONS OF SOLICITATION RFB 758 1800000379 AND THE PROVISIONS OF FAP-110-10-00 SHALL BE PART OF THIS MASTER AGREEMENT.**



Commonwealth of Kentucky  
FINANCE AND ADMINISTRATION CABINET  
Office of the Controller  
Office of Procurement Services

ANDY BESHEAR  
Governor

Room 096 Capitol Annex  
Frankfort, Kentucky 40601  
(502) 564-4510  
(502) 564-1434 Facsimile

HOLLY M. JOHNSON  
Secretary

ED ROSS  
Controller

JOAN GRAHAM  
Executive Director

**VENDOR MASTER AGREEMENT RENEWAL**

<b>Today's Date:</b> December 15, 2021	<b>Agency:</b> All State
<b>Buyer and Email Address:</b> Carrie Willard <a href="mailto:Carrie.willard@ky.gov">Carrie.willard@ky.gov</a>	<b>Vendor:</b> Clark Equipment <b>DBA:</b> Bobcat Company
<b>MA Number:</b> MA 758 1800000615	<b>Contact:</b> Randy Fuss
<b>Commodity:</b> Construction Equipment	<a href="mailto:Randy.fuss@doosan.com">Randy.fuss@doosan.com</a>

The above referenced Master Agreement expires **March 31, 2022**. The terms of the contract allow for a **One (1) year** renewal through **March 31, 2023** all parties (Commonwealth and Vendor) concurring, leaving **Zero (0)** renewal options remaining on this contract. Please indicate your concurrence or refusal below and return the signed form by email to the Buyer listed above no later than **January 14, 2022**. Vendor requests for contractual revisions, including price increases/decreases must accompany the renewal form. Failure to return the completed form by the due date will result in the forfeiture of all renewals **and the issuance of a new solicitation**. The Commonwealth cannot renew your Master Agreement after the expiration date.

Also return the attached affidavit (Attachment A) **and any updates to the contract, if applicable**, to the buyer listed above by **January 14, 2022**. The formatted catalog template can be downloaded from <https://finance.ky.gov/office-of-the-secretary/Pages/finance-forms.aspx> if applicable. If there are any questions, please contact the buyer listed above.

- ☒ Yes, I agree to renew.  
☐ No, I do not wish to renew. (Please explain why)

**EEO Requirements**

The Equal Employment Opportunity Act of 1978 applies to All State government projects with an estimated value exceeding \$500,000. The contractor shall comply with all terms and conditions of the Act. Return applicable EEO reports with Renewal Agreement. <https://finance.ky.gov/office-of-the-secretary/Pages/finance-forms.aspx>

**Randy L. Fuss**    **12/16/2021**    [randy.fuss@doosan.com](mailto:randy.fuss@doosan.com)    **701-241-8746**  
Signature (REQUIRED)    Print/Typed Name    Date    E-mail Address    Telephone Number

## ANNUAL AFFIDAVIT FOR BIDDERS, OFFERORS, AND CONTRACTORS

Affidavit Effective Date: 04/01/2022

Affidavit Expiration Date: 03/31/2023

Maximum Length One-Year

### REQUIRED AFFIDAVIT FOR BIDDERS, OFFERORS AND CONTRACTORS

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#### FOR BIDS AND CONTRACTS IN GENERAL:

- I. Each bidder or offeror swears and affirms under penalty of perjury, that to the best of their knowledge:
  - a. In accordance with KRS 45A.110 and KRS 45A.115, neither the bidder or offeror as defined in KRS 45A.070(6), nor the entity which he/she represents, has knowingly violated any provisions of the campaign finance laws of the Commonwealth of Kentucky; and the award of a contract to the bidder or offeror or the entity which he/she represents will not violate any provisions of the campaign finance laws of the Commonwealth.
  - b. The bidder or offeror swears and affirms under penalty of perjury that, to the extent required by Kentucky law, the entity bidding, and all subcontractors therein, are aware of the requirements and penalties outlined in KRS 45A.485; have properly disclosed all information required by this statute; and will continue to comply with such requirements for the duration of any contract awarded.
  - c. The bidder or offeror swears and affirms under penalty of perjury that, to the extent required by Kentucky law, the entity bidding, and its affiliates, are duly registered with the Kentucky Department of Revenue to collect and remit the sales and use tax imposed by KRS Chapter 139, and will remain registered for the duration of any contract awarded.
  - d. The bidder or offeror swears and affirms under penalty of perjury that the entity bidding is not delinquent on any state taxes or fees owed to the Commonwealth of Kentucky and will remain in good standing for the duration of any contract awarded.
  - e. The bidder or offeror swears and affirms under penalty of perjury that the entity bidding, is not currently engaged in, and will not for the duration of the contract engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which Kentucky can enjoy open trade, as defined in KRS 45A.607.
  - f. The bidder or offeror swears and affirms that the entity bidding, and all subcontractors therein, have not violated any of the prohibitions set forth in KRS 11A.236 during the previous ten (10) years, and further pledge to abide by the restrictions set forth in such statute for the duration of the contract awarded.

#### FOR "NON-BID" CONTRACTS (I.E. SOLE-SOURCE; NOT-PRACTICAL OR FEASIBLE TO BID; OR EMERGENCY CONTRACTS, ETC):

- II. Each contractor further swears and affirms under penalty of perjury, that to the best of their knowledge:
  - a. In accordance with KRS 121.056, and if this is a non-bid contract, neither the contractor, nor any member of his/her immediate family having an interest of 10% or more in any business entity involved in the performance of any contract awarded, have contributed more than the amount specified in KRS 121.150 to the campaign of the gubernatorial slate elected in the election last preceding the date of contract award.

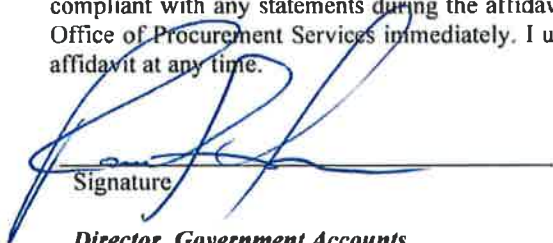
# ANNUAL AFFIDAVIT FOR BIDDERS, OFFERORS, AND CONTRACTORS

## REQUIRED AFFIDAVIT FOR BIDDERS, OFFERORS AND CONTRACTORS

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- b. In accordance with KRS 121.330(1) and (2), and if this is a non-bid contract, neither the contractor, nor officers or employees of the contractor or any entity affiliated with the contractor, nor the spouses of officers or employees of the contractor or any entity affiliated with the contractor, have knowingly contributed more than \$5,000 in aggregate to the campaign of a candidate elected in the election last preceding the date of contract award that has jurisdiction over this contract award.
- c. In accordance with KRS 121.330(3) and (4), and if this is a non-bid contract, to the best of his/her knowledge, neither the contractor, nor any member of his/her immediate family, his/her employer, or his/her employees, or any entity affiliated with any of these entities or individuals, have directly solicited contributions in excess of \$30,000 in the aggregate for the campaign of a candidate elected in the election last preceding the date of contract award that has jurisdiction over this contract.

As a duly authorized representative for the bidder, offeror, or contractor, I have fully informed myself regarding the accuracy of all statements made in this affidavit, and acknowledge that the Commonwealth is reasonably relying upon these statements, in making a decision for contract award and any failure to accurately disclose such information may result in contract termination, repayment of funds and other available remedies under law. If the bidder, offeror, or contractor becomes non-compliant with any statements during the affidavit effective period, I will notify the Finance and Administration Cabinet, Office of Procurement Services immediately. I understand that the Commonwealth retains the right to request an updated affidavit at any time.

  
 Signature  
Director, Government Accounts  
 Title

Randy L. Fuss  
 Printed Name  
12/16/2021  
 Date

Company Name Clark Equipment Company dba Bobcat Company  
 Address 250 East Beaton Dr.  
West Fargo, ND 58078

Commonwealth of Kentucky Vendor Code (if known) \_\_\_\_\_

Subscribed and sworn to before me by

Randy L. Fuss Director, Gov't Accts  
 (Affiant) (Title)

of Clark Equipment Company dba this 16<sup>th</sup> day of DECEMBER, 2021  
Bobcat Company

  
 Notary Public  
 (seal of notary)

My commission expires: 06/23/2024

**SUSAN NEHRING**  
 State of North Dakota  
 Notary Public  
 My Commission Expires June 23, 2024