



Boone County, Kentucky

INVITATION TO BID # BCFY22-14

TREE CUTTING AND REMOVAL SERVICES FOR BOONE COUNTY, KENTUCKY

ACCEPTANCE DATE: August 31, 2021 at 2:00pm (Local Time)

ACCEPTANCE PLACE: Boone County Fiscal Court
2950 Washington Street
PO Box 960
Finance Department – Room #205
2nd Floor Administration Building
Burlington, Kentucky 41005

Requests for information related to this Invitation should be directed to:

Matthew Webster
E-mail address: mwebster@boonecountyky.org

Issue Date: August 19, 2021

ANYONE IN NEED OF ANY REASONABLE ACCOMMODATION FOR ANY TYPE OF DISABILITY IN ORDER TO PARTICIPATE IN THIS PROCUREMENT, SHOULD CONTACT THE HUMAN RESOURCES OFFICE AS SOON AS POSSIBLE.

The Boone County Fiscal Court will receive sealed bids in the Finance Office, Second Floor, Administration Building, 2950 Washington Street, Burlington, Kentucky 41005, until 2:00 p.m., local time, August 31, 2021, from businesses interested in providing TREE CUTTING AND REMOVAL SERVICES. The services to Boone County will include cutting down dead and damaged trees on public property including parks, golf courses, public right of way and other County owned property. Alternate service price quotes are also requested for full removal of trees, relocation of felled trees on the property and grinding of tree stumps. The County intends to identify multiple companies to be qualified to perform these services. Bids will be accepted until 2:00 p.m., local time, Tuesday, August 31, 2021 and will be opened at that time in the Fiscal Courtroom, First Floor, Administration Building. Late, electronically submitted or facsimile bids will not be accepted.

BID ENVELOPE MUST BE LABELED: "SEALED BID: BC21-TRP." Envelopes must also be labeled with the name and address of the vendor submitting the bid.

Any qualified firm or individual interested in offering these services may obtain a copy of the Notice to Bid information on the Boone County, Kentucky website or by calling Matthew Webster at 859-334-3509. The hearing and/or speech-impaired may call 1-800-648-6057 and an interpreter will call the County for you.

Boone County reserves the right to reject any and all Bids, to waive any informalities and to negotiate for the modifications of any Bid or to accept that Bid which is deemed the most desirable and advantageous from the standpoint of customer value and service and concept of operations, even though such Bid may not, on its face, appear to be the lowest and best price. No Bid may be withdrawn for a period of thirty (30) days after scheduled time of receipt of Bids.

The Boone County Fiscal Court is an Equal Opportunity Employer. WBE/MBE firms are encouraged to respond to this Notice to Bid.

KENTUCKY PREFERENCE LAW

The scoring of bids/proposals is subject to Reciprocal preference for Kentucky resident bidders and Preferences for a Qualified Bidder or the Department of Corrections, Division of Prison Industries. *Vendors not claiming resident bidder or qualified bidder status need not submit the corresponding affidavit.

SPECIFICATIONS

1. General

To provide tree cutting services that include cutting down dead and damaged trees on public property including parks, golf courses, public right of way and other County owned property, as well as a la carte alternate pricing for the complete removal of trees that are cut down, moving felled trees to other areas on the property and stump grinding. The County desires to secure unit pricing for these services that will form the basis for entering into a one-year agreement for the services at the prices quoted as needed by the County. A one-year extension shall be available at the discretion of the County and with agreement from the contractor (s). Multiple contractors may be identified based on bid price and demonstrated qualifications to perform these services.

2. Cutting and Falling

Bidders will provide as part of their bid unit pricing for the cutting and falling of trees identified by Boone County for removal. Trees will remain at or within 12 feet of the original location of the trunk unless unsafe to do so. Separate unit pricing shall be providing for trees defined as “large”, “medium” and “small”.

Definitions of trees for pricing shall be based on the tree’s diameter as follows:

- Large: 36” and above
- Medium: 24” and less than 36”
- Small: less than 24”

The diameter will be determined by measuring the trunk of the tree 4 feet above the ground. Trees with multiple trunks shall be measured according to the diameter of the largest trunk 4 feet above the ground added to ½ the diameter of the smaller trunk (s). The total diameter shall determine the size of the trunk.

3. Complete Tree Removal

Bidders are asked to provide a per/unit cost as an alternate option to be exercised at the discretion of the County for the removal of the tree. Separate unit pricing shall be providing for trees defined as “large”, “medium” and “small”.

Definitions of trees for pricing shall be based on the tree’s diameter as follows:

- Large: 36” and above
- Medium: 24” and less than 36”
- Small: less than 24”

4. Partial Removal of Trees

Bidders are asked to provide a per/unit cost as an alternate option to be exercised at the discretion of the County for the partial removal of the tree. Partial removal of trees will entail physically moving the tree from the area where the tree is felled to another area on the same property to allow the felled tree to be placed in a natural area that is not inconvenient to the facility. Separate unit pricing shall be providing for trees defined as “large”, “medium” and “small”.

Definitions of trees for pricing shall be based on the tree’s diameter as follows:

- Large: 36” and above
- Medium: 24” and less than 36”
- Small: less than 24”

5. Stump Grinding

Bidders are asked to provide a per/unit cost as an alternate option to be exercised at the discretion of the County for stump grinding. Grinding shall include the removal of the tree stump and perimeter root removal by cutting and grinding all growth to a minimum of 4 inches below grade and removing all debris from the site. Separate unit pricing is requested for stumps defined as “large”, “medium” and “small”. Stumps shall be measured at the top of the stump.

Definitions of stumps for pricing shall be based on the tree stump’s diameter as follows:

- Large: 36” and above
- Medium: 24” and less than 36”
- Small: less than 24

6. Response Time

Bidders shall certify that they commit to respond to a request for service within forty-eight (48) hours. Failure to meet this requirement will release the County from the service contract and allow for an alternate provider to perform the work. Three or more instances of not meeting this timeframe will be grounds for termination of the agreement.

BID REQUIREMENTS

1. Eligibility

To be eligible for award, the contractor shall be licensed to do business in the State of Kentucky. The amount of the bid shall not exceed the license limit. The contractor's bid shall describe general relevant corporate experiences in constructing projects similar to the one described in this ITB.

2. Materials

The contractor shall provide all materials, equipment and labor needed to meet the terms of this bid.

3. Worksite Care

Contractor must be able to work within varying terrains, conditions and sites including sensitive areas that may include golf courses, parks and public right of way. Contractor must provide services with care necessary to protect property and assets including golf tees, greens, fairways, irrigation systems, parks equipment, buildings and other real and personal property. Bidder shall be responsible for any damage to personal or real property, including golf course greens, tees, fairways and irrigation systems, except for minor site damage naturally resulting from the scope of work and identified in writing prior to commencing the work. Site shall be left in an acceptable condition defined as no tree debris left outside the immediate work area (five feet) from the tree for trees that are felled and no debris at all for trees which are removed or moved to other parts of the property.

4. Worksite Conditions

The Bidder, or their representative, shall make personal investigation of the site and structures prior to performing work and shall determine to their own satisfaction the conditions to be encountered, the nature of the ground, the difficulties involved in making connections to existing structures and pipes, and any and all other factors affecting the work proposed under the Contract. The Bidder to whom the Contract is awarded shall not be entitled to any additional compensation by reason of conditions being different from those anticipated or by reason of their failure to fully acquaint themselves with the conditions at the site affecting the work once work has commenced.

5. Required Submittals

With submittal of bid, the contractor shall furnish a complete bid including unit pricing for tree cutting and falling. Options for partial and full removal and stump grinding are requested. Bidders shall include three references which may be contacted. Bidders shall provide a general list of equipment available to be utilized on Boone County projects. All attached forms must be submitted as required.

6. Insurance

The contractor will be required to provide proof of insurance including general liability, automobile liability and workers compensation for the duration of the contract. General liability insurance shall be maintained in the amount no less than \$500,000 per accident for bodily injury and \$500,000 per incident for property damage with a minimum of one \$1,000,000 in excess liability coverage. Automobile Liability insurance shall be maintained in the amount of \$500,000 per occurrence for bodily injury and \$500,000 per occurrence for property damage. Workers' compensation shall be consistent with statutory requirements. **Proof of insurance shall be furnished to the County with bid submission. Certificate of insurance naming Boone County Fiscal Court as additionally insured shall be furnished within fifteen (15) days of contract execution and before the successful vendor can commence the project.** All policies of insurance required hereunder shall contain a provision requiring a minimum of thirty (30) days advance written notice to the County in the event of cancellation or diminutions of coverage.

7. Permits and Local Codes

The Contractor shall obtain, at their expense, all other required local licenses and permits and shall comply with any federal, state or local statutes or regulations pertaining to the contracted services.

8. Bid Response

The bid of the successful contractor will be incorporated into the project agreement and will become a part of the subsequent contractual documents. Failure to accept this obligation will result in the cancellation of any award. Any damages accruing to Boone County Fiscal Court, as a result of the contractor's failure to contract, will be recovered from the contractor. The successful contractor shall enter into a contract for the performance of the work bid and the contract shall incorporate all applicable provisions of this bid. Boone County Fiscal Court reserves the right, in its sole discretion, to award the contract to another contractor if contract negotiations do not appear successful.

EXCEPTION SHEET

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Signature required if Exceptions

KENTUCKY PREFERENCE LAWS

The scoring of bids/bids is subject to Reciprocal preference for Kentucky resident bidders and Preferences for a Qualified Bidder or the Department of Corrections, Division of Prison Industries. ***Vendors not claiming resident bidder or qualified bidder status need not submit the corresponding affidavit.**

Reciprocal preference for Kentucky resident bidders

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 the solicitation or advertisement for bids.

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

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

Any individual, partnership, association, corporation, or other business entity claiming resident bidder status shall submit along with its response the attached Required Affidavit for Bidders, Offerors, and Contractors Claiming Resident Bidder Status. 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.

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.

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 the solicitation a notarized affidavit which affirms that it meets the requirements to be considered a qualified bidder- affidavit form included. If requested, failure to provide documentation to a public agency proving qualified bidder status may result in disqualification of the bidder or contract termination.

REQUIRED AFFIDAVIT FOR BIDDERS, OFFERORS AND CONTRACTORS CLAIMING RESIDENT BIDDER STATUS (Not required)

FOR BIDS AND CONTRACTS IN GENERAL:

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

- Is authorized to transact business in the Commonwealth;
- Has for one year prior to and through the date of advertisement
- Filed Kentucky income taxes;
- Made payments to the Kentucky unemployment insurance fund established in KRS 341.49; and
- 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
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Title	Date
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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: _____

REQUIRED AFFIDAVIT FOR BIDDERS, OFFERORS AND CONTRACTORS CLAIMING QUALIFIED BIDDER STATUS (Not Required)

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 My commission expires: _____
[seal of notary]

**BID SHEET - TREE CUTTING AND REMOVAL SERVICES
FOR BOONE COUNTY, KENTUCKY (REQUIRED)**

NOTE TO THE BIDDER: THIS FORM MUST BE USED, IF NOT,
THE BID MAY BE REJECTED

Required Services	Cost
PERFORM TREE CUTTING AND FALLING SERVICES FOR A PERIOD OF ONE YEAR FOR THE SUM OF	
Large: 36" and above	\$
Medium: 24" and less than 36"	\$
Small: less than 24	\$

Optional Services	Cost
COMPLETE REMOVAL AND HAUL AWAY OF TREES THAT HAVE BEEN FELLED	
Large: 36" and above	\$
Medium: 24" and less than 36"	\$
Small: less than 24	\$

Optional Services	Cost
PARTIAL REMOVAL AND HAUL AWAY OF TREES THAT HAVE BEEN FELLED	
Large: 36" and above	\$
Medium: 24" and less than 36"	\$
Small: less than 24	\$

Optional Services	Cost
GRINDING OF STUMPS TO INCLUDE THE REMOVAL OF THE TREE STUMP AND PERIMETER ROOT REMOVAL BY CUTTING AND GRINDING ALL GROWTH TO A MINIMUM OF 4 INCHES BELOW GRADE AND REMOVING ALL DEBRIS FROM THE SITE	
Large: 36" and above	\$
Medium: 24" and less than 36"	\$
Small: less than 24	\$

NAME OF BIDDER: _____ DATE: _____

ADDRESS: _____

FEDERAL ID #: _____

SIGNATURE: _____

OFFICIAL TITLE: _____

PHONE (____) _____

FAX (____) _____

