



Boone County, Kentucky

BID # BCFY22-0019

SNOW PLOW SERVICES FOR BOONE COUNTY PUBLIC WORKS

ACCEPTANCE DATE: **July 30, 2021, 2:00 pm “local time”**

ACCEPTANCE
PLACE

Boone County Fiscal Court
2950 Washington Street
Finance Department
2nd Floor Administration Building
Burlington, Kentucky 41005

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

Dave Neff
Public Services Supervisor
E-mail address: dneff@boonecountyky.org

Issue Date: July 16, 2021

IF YOU NEED ANY REASONABLE ACCOMMODATION FOR ANY TYPE OF
DISABILITY IN ORDER TO PARTICIPATE IN THIS PROCUREMENT, PLEASE
CONTACT OUR OFFICE AS SOON AS POSSIBLE.

SCOPE OF WORK

Boone County invites and will accept sealed bids from Contractors, Companies or Individuals who wish to provide a truck, driver and equipment for snow removal and road de-icing services on County or State Maintained Streets and Roads in unincorporated Boone County. Work shall include all labor, equipment and services to remove snow and ice from county streets and roads (salt will be provided). The County intends to use the results of this process to award a contract(s) for snow/ice removal and road de-icing services.

MINIMUM EQUIPMENT REQUIREMENTS

Truck	4X4 and Minimum ¾ ton (or 4X4 and 6,000 lb gvwr)
Truck Age	Twelve (12) years or newer and in good operating condition with inspection
Plow	Minimum 7.5' – Remote operated (up/down/right/left)
Spreader	Minimum 1 ½ CY
Lighting	Cab mounted strobe light, functioning hazard lights and plow lights
Insurance	According to Specifications (See section 17, page 15)
Inspection	Truck and equipment must pass inspection prior to being accepted

- A. Plowing county streets shall be in correlation with Boone County Public Works' snow removal operations. Upon notification, contractor trucks shall report to Boone County Public Works (5645 Idlewild Road, Burlington, KY) ***within two hours***.
- B. Salt to be provided and loaded by the county.
- C. Operations shall be continuous until Boone County crews cease operations.
- D. Contract drivers ***should not exceed 12 continuous hours***; therefore, replacement drivers may be required depending on the duration of the event.
- E. Once a contractor is called into service by the County, the drivers shall be strictly dedicated to County Streets.
- F. Drivers shall not stop work on County Streets to perform private work.

BIDDING DOCUMENTS

To be considered responsive, bidders shall submit the following documents as part of their bid packet:

Form A	Bid Form
Form B	Renewal Form
Form C	Equipment & Personnel Form
Form D	Signature Affidavit
Form E	Questionnaire
Form F	Resident Bidder Form
Form G	Qualified Bidder Form
	Proof of Insurance

Please Note: A contractor can submit bids for multiple vehicles.

In the event a contractor wishes to submit multiple vehicles, *please complete forms A thru C for each vehicle*. Forms D-G only need submitted once.

FORM "A"
BID FORM

BID SUBMITTED BY:

Company Name: _____

DBA: _____

Contractor's Name: _____

Location Address: _____

Mailing Address (if different from Location): _____ Phone

#: (_____) _____ Fax #: (____) _____

Cell #: (_____) _____ Office #: (____) _____

EMAIL: _____ @ _____

Contractor's

Website : _____

Taxpayer ID #: _____

For the price(s) listed below, our firm hereby offers to provide snow removal in the accordance with the terms, conditions and specifications of this bid:

- Prices quoted shall be firm for the current season.
- One (1) Snow/Ice Trucks (equipped as noted) with driver
- Hourly rate shall include all necessary labor and equipment costs

Preparedness Payment:	\$2,000.00 (Price fixed by County and Payable upon successful inspection and contract award)
Hourly Rate for Truck & Driver	\$
Accomplishment Payment:	\$2,000.00 (Price fixed by County and based on % of successful time worked when required. Payable April 30, 2022)

FORM "B"

PROPOSAL FOR POSSIBLE ONE-YEAR RENEWAL OPTION

Beginning November 1, 2022 through April 30, 2023

BID SUBMITTED BY:

Company Name: _____

DBA: _____

Contractor's Name:

For the price(s) listed below, our firm hereby offers to provide snow removal in the accordance with the terms, conditions and specifications of this bid:

- Prices quoted shall be firm for the current season.
- One (1) Snow/Ice Trucks (equipped as noted) with driver
- Hourly rate shall include all necessary labor and equipment costs

Preparedness Payment:	\$2,000.00 (Price fixed by County and Payable upon successful inspection and contract award)
Hourly Rate for Truck & Driver	\$
Accomplishment Payment:	\$2,000.00 (Price fixed by County and based on % of successful time worked when required. Payable April 30, 2023)

FORM "C"

EQUIPMENT AND PERSONNEL FORM

Beginning November 1, 2021 through April 30, 2022

INFORMATION SUBMITTED BY:

Company Name: _____

DBA: _____

Contractor's Name:

EQUIPMENT:

Provide as much information as possible. Details to be verified during inspection.

Equipment:	
Truck (Make/Model)	
Truck Age	
Plow (Make/Size)	
Spreader (Make/Size)	
Lighting	
Insurance (Provider) (See Insurance Requirements)	

Provide a list of appropriately licensed drivers for the vehicle(s) being bid	
Personnel Name:	DL #:

List any deviations from required specifications:

-
-
-
-

FORM "D"

BOONE COUNTY KENTUCKY AFFIDAVIT FORM

SIGNATURE AFFIDAVIT

In signing this bid, we also certify that we have not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of free competition; that no attempt has been made to induce any other person or firm to submit or not to submit a bid; that this bid has been independently arrived at without collusion with any other bidder, competitor or potential competitor; that this bid has not been knowingly disclosed prior to the opening of bids to any other bidder or competitor; that the above statement is accurate under penalty of perjury.

The undersigned, submitting this bid, hereby agrees with all the terms, conditions, and specifications required by the County in this Request for Bid, and declares that the attached bid and pricing are in conformity therewith.

Company Name/OBA (print or type): _____

Bidder's Name and Title (print or type): _____

Address: _____

Signature: _____

Date: _____

Phone#: _____ Fax#: _____

Person the County can contact regarding questions about your bid (if different from above).

Name: _____ Title: _____

Phone: _____ Fax: _____

Email: _____

FORM "E"

BOONE COUNTY KENTUCKY QUESTIONNAIRE FORM

Please answer all questions. Attach additional sheets if necessary.

BUSINESS IDENTIFICATION:

1. Name of the firm under which you do business: _____
2. Permanent main office address: _____
3. Phone #: _____
4. Fax#: _____
5. E-mail address: _____

Type of Organization: (*Check all applicable*)

Individually Owned Partnership Corporation Joint Venture Private
 Public Profit Non-profit

If a corporation, enter the date of incorporation and the state in which incorporated:

Date: _____ State: _____

Enter the number of years you have been in business under the present firm name: _____

Identify number of employees: _____ (Locally) or _____ (Nationwide)

QUALIFICATIONS & EXPERIENCE: Contractor shall furnish written information about your experience. State all locations, and dates of operation; the types and size of events; if appropriate, the numbers, names and titles of the employees involved; and any other relevant details which would indicate your capability to perform such operations. Attach as many sheets as needed to fully set forth this information. Describe the general background and services provided by the organization: Use additional sheets as necessary.

FORM "F"

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

FOR BIDS AND CONTRACTS IN GENERAL:

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

- 1. Is authorized to transact business in the Commonwealth;
- 2. Has for one year prior to and through the date of advertisement
 - a. Filed Kentucky 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
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Title	Date
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Company Name _____

Address _____

Subscribed and sworn to before me by _____

(Affiant)	(Title)
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this ____ day of _____, 20__.

_____ (Company Name)

Notary Public

[seal of notary]

My commission expires: _____

FORM "G"

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: _____

SPECIFICATIONS

The term of this contract shall be effective on November 1, 2021 and shall be in force through April 30, 2022, with a possible one-year renewal option beginning November 1, 2022 through April 30, 2023.

SPECIAL INSTRUCTIONS:

1. Boone County Fiscal Court will receive sealed bids in the Finance Department, Second Floor, Administration Building, 2950 Washington Street, PO Box 960, Burlington, Kentucky 41005, until no later than **2:00 p.m. (local time) on Friday, July 30, 2021**. Bids will be opened and publicly read aloud at that time in the Fiscal Courtroom, First Floor, Administration Building.
2. Late, electronically submitted or facsimile bids will not be accepted.
3. Bid enveloped must be sealed and labeled: "Sealed Bid: Snow Removal Services."
4. 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 sixty (60) days after scheduled time of receipt of bids.

SCOPE OF WORK:

Boone County invites and will accept bid proposals from Contractors, Companies or Individuals who wish to provide a truck, driver and equipment for snow removal and road de-icing services on County and or State Maintained Streets and Roads in unincorporated Boone County. Work shall include all labor, equipment and services to remove snow and ice from county streets and roads (salt will be provided). The County intends to use the results of this process to award a contract(s) for snow/ice removal and road de-icing services.

1. **Note to Bidders:**

Any questions concerning this Bid must be submitted in writing thru email to dneff@boonecountyky.org at least **TWO WORKING DAYS** prior to bid opening. Requests submitted after that time **WILL NOT** be considered.

2. **Contract Administration:**

- a) The contract(s) resulting from this ITB will be administered by the County Engineer.
- b) The County Engineer or its duly authorized designee will coordinate work with the successful vendor.
- c) In the event the County Engineer is unavailable, the Public Works Public Services Supervisor will coordinate winter road services.

- d) The County Engineer and Public Works Public Services Supervisor will be responsible for monitoring this contract to ensure service requirements are met. Any changes to existing contract or contract renewals shall be communicated to the County Engineer subject to approval by the Fiscal Court.

3. Competency of Bidder:

No contract will be awarded except to responsible bidders capable of performing the class of work contemplated. Before the award of a contract any bidder can be required to show they have the necessary facilities, experience, abilities and financial resources to perform the work in a satisfactory manner and within the time stipulated. If the contract contains special items for materials, work of a complicated nature or the character of which will depend upon the contractor's skill or experience contractor may be required to show proof that contractor has a satisfactory record of similar work performed or materials furnished. Bidders may be required to furnish the County sworn statements as to their experience. References will be required and shall be submitted with each bidder's proposal.

4. Pricing:

- a) All prices, costs, and conditions outlined in the bid shall remain fixed and valid for acceptance for sixty (60) calendar days starting on the due date of the bid.
- b) Term Pricing. Prices will remain firm for the duration of the agreement. Bidders must also indicate proposed subsequent years pricing on the bid proposal form page.
- c) The price quoted shall include all labor, equipment, and other costs necessary to fully complete the services in accordance with specifications of this request for bid.

5. Invoicing & Payment:

- a) Contractor shall submit a MONTHLY invoice no later than the 30th of each month to the Public Works Department, for amounts properly due under this Agreement. Subject to the conditions for payment and limitations on liability set forth herein, the County's normal payment terms are net 30 days. Payment will generally be made the next day following the Fiscal Court Meeting after completion of the work, subject to approval. Invoices shall include a detailed, itemized statement of all charges for which payment is sought, specifying for each date services were rendered and the unit price charged therefor, and the location, date, snow depth, start and stop times for each piece of snow removal equipment used and its applicable hourly rate including labor. If snow is removed from site, invoice must include equipment used, number of hours and hourly rate including labor.
- b) If the County contests any invoice or portion thereof, the contested part of the invoice shall not be due until the dispute has been resolved. All invoices for payments shall contain complete and accurate information.
- c) Contractor shall submit a monthly invoice detailing services rendered at each location. All invoices shall be sent to the address specified by the designated agency representative.

- d) In no instance shall bidder invoice the County for more than it is authorized by the County under this contract unless written authorization is obtained.

6. Performance:

Contractor shall perform all Services diligently and in a good, professional and first class manner, using good quality materials, equipment and workmanship and sufficient trained personnel (including supervisors when appropriate) to complete the Services in a safe and timely manner which does not unduly interfere with the operation of the Property, the businesses therein and their suppliers. Contractor shall obtain and maintain, at its expense and at all times during the term of this Agreement, all necessary licenses, permits, training or other authorizations which may be necessary to perform the Services.

7. Default and Remedies:

If Contractor fails to perform the Services as required by this Agreement or otherwise defaults under this Agreement, the County, on behalf of Owner, may, in its sole discretion and in addition to any other rights at law or in equity, (1) send notice of the default to Contractor and demand strict performance of the terms of this Agreement; (2) cancel this Agreement by notice to Contractor; or (3) cure the default, after reasonable written notice to Contractor, and deduct the cost to cure and any direct and consequential damages from any payment due to Contractor at the time of default or coming due thereafter; provided, if no further payments are due to Contractor, then Contractor shall, immediately on presentation of Agent's invoice, reimburse Agent or Owner for the cost of curing Contractor's default and such direct or consequential damages.

8. Notices:

Any notice by Contractor to the County shall be sent or delivered in writing to the County at the address listed above, and any notice by County to Contractor shall be sent or delivered in writing to Contractor or by fax to the "Fax#" provided on the affidavit or by certified mail, return receipt requested, to the "Contractor's Address" that is provided on the affidavit.

9. State Sales Tax & Federal Excise Tax:

Bids and invoices shall **NOT** include Federal Excise and Kentucky Sales Taxes, as the Boone County Fiscal Court is exempt from payment of such taxes. Sales tax exemption can be provided upon request.

10. Contract Term and Extensions/Options:

The term of this contract shall be effective on December 1, 2020 and shall be in force through April 30, 2021, with a possible one-year renewal option beginning November 1, 2021 through April 30, 2022.

These are not automatic extensions. Contracts will be reviewed by the County before a decision is made. Upon mutual agreement of both parties, the contract may be extended under the same terms and conditions on the anniversary date for an additional one-year period.

11. Selection and Award:

- a) The County will award the bid to the responsive and responsible bidder whose bid is most advantageous to the County. In determining the most advantageous bid, the County will consider criteria such as, but not limited to, cost, bidder's past performance, and/or service reputation, and service capability, quality of the bidder's staff or services, customer satisfaction, extent to which the bidder's staff or services meet the County's needs, bidder's past relationship with the County, total long term cost to the County, and any other relevant criteria listed elsewhere in this solicitation.
- b) The County may opt to establish alternate selection criteria to protect its best interest or meet performance or operational standard.
- c) Boone County reserves the right to split the bid award and award by individual location only or for all locations listed or not award specific parts of the bid.
- d) The County reserves the right to accept any bid or to reject any or all bids, or to award a contract on such basis as deemed to be in the agency's best interest. The right is reserved to reject any and all bids without any reason for such rejection(s).

12. Evaluation Criteria:

Bids must be submitted on the attached bid forms. Boone County reserves the right to accept or reject any and all bids submitted; and to accept such bid(s) deemed to be in the best interest of the County.

13. Additions to Contract:

The County reserves the right to add new locations at a price conforming to other like items on the contract. The procedure for such items shall be as follows:

- a) The County will send the vendor a letter requesting pricing for the item(s) to be added.
- b) The vendor, within three working days, should respond in writing and include the bid number, contract period and the price for each item or service provided. Upon receipt,
- c) the County shall issue a Change Order adding the service or product(s) to the Contract. The County reserves the right to accept or reject prices and obtain bids on the open market for these add-ons.
- d) Boone County reserves the right to reduce the scope of services during the term of the contract.

14. Termination of Contract:

If for any reason the successful contractor fails to fulfill the requirements of the contract for providing snow removal services, the County shall have the right to

cancel the contract at any time and negotiate for the services with another contractor. The County may terminate the contract at any time at its sole discretion by delivering ten (10) days written notice to the contractor. The County, by written notice may terminate this contract, in whole or in part, when it is in the County's interest. If this contract is terminated, the County shall be liable only for payment under payment provisions of this contract for services rendered before the effective date of termination.

15. Subcontracting or Assignment by Contractor:

This contract and any part thereof shall not be subcontracted or assigned to another contractor without prior written permission of the County. The Contractor shall be directly responsible for any subcontractor's performance and work quality when used by the Contractor to carry out the scope of the job. Subcontractors must abide by all terms and conditions under this contract.

16. Permits, Licenses, Bonding:

The contractor selected under this bid shall be required to obtain the necessary permits, licenses, and bonds prior to performing any work under this contract. The contractor will be required to demonstrate valid possession of appropriate required licenses and will keep them in effect for the term of this contract. Contractor must be financially responsible for obtaining all required permits, licenses, and bonds to comply with pertinent regulations, municipal, county, State of Kentucky and federal laws, and shall assume liability for all applicable taxes.

17. Insurance Requirements:

- a) CONTRACTOR shall produce and keep in full force and effect throughout the term of this agreement, all insurance policies specified herein, as required by the contract documents or otherwise required by law of the Commonwealth of Kentucky and Federal Government including but not limited to a general liability policy with limits not less than **\$500,000.00** and a **Workers' Compensation Policy**; and CONTRACTOR shall furnish to County a Certificate of such insurance coverages, the same to be kept on file with the Purchasing department during the period of this agreement. ***Proof of insurance shall be furnished to the County with bid/proposal submission.***
- b) **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.**

18. Applicable Law:

This contract shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of Kentucky and Kentucky Courts. The parties to this contract agree and covenant that for all purposes, including performance and execution that this Contract will be enforceable in Boone County, Kentucky; and that if legal action is necessary to enforce this contract, exclusive venue will lie in Boone

County, Kentucky.

19. Satisfactory Work:

Any work found to be in any way defective or unsatisfactory shall be corrected by the Contractor at its own expense at the order of the County. The County also reserves the right to contract out services not satisfactorily completed and to purchase substitute services elsewhere. The County reserves the right to charge the vendor with any or all costs incurred or retain/deduct the amount of such costs incurred from any monies due or which may become due under this contract.

20. Proven Experience & Qualifications:

The County will evaluate the experience of the Contractor in providing the proposed services. Each bidder must provide information with their bid that will certify that they are experienced with or meets the requirement of this specification. To be eligible for a contract award, you must be qualified and able to provide the following as required: The duration and extent of experience in the operation of snow plowing service. Bidders must be in the business of providing snow-plowing service for the past three years.

21. Inspection of Premises:

Bidders may inspect street(s) prior to submitting bids to determine all requirements associated with the project. Failure to do so will in no way relieve the successful bidder from the necessity of providing, without additional cost to the County, all necessary services that may be required to carry out the intent of the resulting contract.

22. Inspection of Records:

All contractor records with respect to any matters covered by this contract shall be made available to the County or its designees at any time during normal business hours, as often as the County deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data.

23. Specifications:

Bidders should bid on all locations, but bidders should expect to plow/treat subdivision streets in the Burlington area. Boone County reserves the right to award the bid it feels is most advantageous to the County.

24. General Requirements:

The contractor shall have adequate equipment and staff to complete the job in a timely manner. Contractor and employees shall have prior experience providing this service and shall perform their work in a professional manner. Work shall be performed in compliance with all applicable federal, state, and local codes. Contractor shall correct any substandard work without additional cost to the County.

25. Hours and Directives:

Plowing county streets shall be in correlation with Boone County Public Works' snow removal operations. Upon notification, contractor trucks shall report to Boone County Public Works (5645 Idlewild Road, Burlington, KY) within two hours. Salt will be provided and loaded by the county. Operations shall be continuous until Boone County crews cease operations. Contract drivers should not exceed 12 continuous hours; therefore, replacement drivers may be required depending on the duration of the event. Drivers shall be strictly dedicated to County Streets once they are called to service. Drivers shall not stop work on County Streets to perform private work. **Contractors will be paid from the hourly rate from the time they report to Public Works until the time they have been asked to cease operations and have completely unloaded any unused salt.**

26. Materials and Equipment:

Fuel will not be supplied for the equipment.

Salt (supplied by the County) for assigned streets (only) following plowing with partial salt dusting or full salt application to be determined by the County shall be applied in a manner to prevent excess tracking and/or damage to adjacent vegetation within public rights-of-ways.

The County Engineer and Public Works Public Services Supervisor or other appointed designee shall be responsible for coordinating proper and adequate decisions regarding this contract, which may include but not limited to, such items as weather reports, snow depth predictions, temperatures, additional plowing and salt dusting and/or full salt applications or other issues impacting the safety of the public during snow events and emergencies.

- a) Snow between parked cars and mailboxes shall be removed as much as feasibly possible with equipment. Plow drive lanes, fire lanes and parking areas.
- b) All fire hydrants must be kept free from snow and easily accessible in case of emergencies.
- c) Salt usage per application will be determined by the County.
- d) Storage of equipment required to perform the job (e.g., trucks, snow plow, etc.) shall be the responsibility of the contractor. The Contractor is responsible for providing all equipment, tools and maintenance items needed to perform the job.
- e) Contractors may clean their equipment at the county facility; but **will not be paid the hourly rate for the time used during cleaning.**
- f) **Contractors will not be paid the hourly rate for any time they are out of**

service due to equipment failure or downtime.

- g) Contractors should be aware that salt loading will occur with large equipment, and the county shall not be held responsible for routine damage or “wear and tear” that occurs during salt loading or during the routine operations of clearing and salting roadways.

27. Damage:

Concrete curbs, asphalt, fences and lawn conditions shall be inspected prior to each season and at the end of the season. The contractor shall be responsible for excessive, negligent or intentional damage to curbs, curb stops, sidewalks, vehicles, including mailboxes, concrete or asphalt driveway aprons etc.; caused by the plowing operation; the contractor shall notify the County of damage within one day of occurrence. It is understood minor damage may occur to lawns/shoulders from plow operations. A certificate of insurance will be required from the successful bidder(s) prior to bid award. The County reserves the right to repair any damages with other sources if the contractor fails to do so within a reasonable time of notice and repair and will be deducted from future payments.

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.