



Boone County, Kentucky

INVITATION FOR BID # BCFY22-15

UNIFORMS, SHOP TOWELS, TABLECLOTHS & MAT RENTAL For the Boone County Fiscal Court

ACCEPTANCE DATE: Prior to 2:00 p.m., September 21, 2021 “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:

Lisa A. Hoffmann, CPPB
(859) 334-2200
E-mail address: lhoffmann@boonecountyky.org

Issue Date: September 2, 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.

The Boone County Fiscal Court will receive sealed bids in the Finance Department, Second Floor, Administration Building, 2950 Washington Street, Burlington, Kentucky 41005, **until 2:00 p.m., September 21, 2021 for uniforms, shop towels, tablecloths and mat rental for the Boone County Fiscal Court.** Bids will be opened and publicly read aloud 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: UNIFORMS- BCFY22-15." Envelopes must also be labeled with the name and address of the vendor submitting the bid

Specifications may be obtained in the Finance Department, Second Floor, Administration Building, 2950 Washington Street, Burlington, KY 41005 or by visiting our website at [https://www.boonecountyky.org/government_administration/current_request_for_proposals_\(rfps\)/index.php](https://www.boonecountyky.org/government_administration/current_request_for_proposals_(rfps)/index.php)

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 No bid may be withdrawn for a period of thirty (30) days after scheduled time of receipt of bids.

INTENT

Whenever a specific "Brand Name" is used in these specifications, it is used for descriptive purposes only. Whenever or where the Bidder takes exceptions to the Specifications, such exceptions shall be listed on the "Exception Sheet," of these specifications, and signed by the Bidder. The Bidder must use the attached "Bid Form" as no other form will be accepted. The Bidder shall also attach to the Bid Form, descriptive information and literature showing the items on which the Bid was based. The Boone County Public Works Fleet Supervisor shall be the sole judge of whether a Bid meets the intent of these specifications.

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.

A. General Terms and Conditions

1. Boone County intends these specifications to set forth and convey to prospective bidders the general type, character and quality of uniforms, shop towels, tablecloths and floor mats desired by Boone County. However, these specifications are in no way intended to be unduly restrictive.
2. Boone County requires deviations from these specifications to be clearly noted. Adequate information **must** be provided to allow Boone County to evaluate the exceptions. These deviations must be clearly noted on the “Exception to Specifications” sheet.
3. Boone County reserves the right to reject all bids and to waive informalities in bids.
4. Boone County requires that questions concerning this bid be directed to Ms. Lisa Hoffmann, CPPB, at 859-334-2200 or by e-mail at lhoffmann@boonecountyky.org.
5. Bid envelopes containing bids must be sealed and addressed to the Boone County Fiscal Court, Finance Department, Second Floor, Administration Building, 2950 Washington Street, Burlington, Kentucky 41005. The title of the bid as specified in the IFB documents must be shown on the outside of the envelope. The Company name and address must also be shown on the outside of the envelope.
6. Boone County requires descriptive literature, samples, and other materials requested herein to accompany the IFB. Additionally, they shall be marked with the name of the vendor submitting them. Failure to do so may result in disqualification of bid. Samples will be retained until new uniforms are delivered to check for compliance.
7. Vendors are to bid as specified herein or bid an approved equal. Determination of equality is solely Boone County's responsibility.
8. Vendors shall hold their price firm and subject to acceptance by Boone County for a period of thirty (30) working days from the date of the bid opening.
9. Boone County will not accept late, electronically submitted or facsimile bids.
10. Boone County will not accept alternate bids (those not equal to specifications) unless authorized by the invitation for bid.
11. Boone County reserves the right, in case of vendor default, to procure the articles or services from other sources and hold the defaulting vendor responsible for any excess costs occasioned thereby.
12. Boone County requires that vendors deliver all products/services procured from the bid free of freight charges. Delivery FOB destination.

B. Special Terms and Conditions

1. Boone County intends to establish a two-year contract with a vendor for the provision of the services listed herein. The resulting contract may be renewed for four (4) additional one-year periods, one at a time, upon the mutual consent of both parties. This extension must have the written approval of the vendor and the Boone County Fiscal Court. Boone County 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. Pricing will be a firm fixed price during the entire contract periods.
2. Price adjustments: Unless otherwise specified, the prices established by this bid award shall be firm for the contract period subject to the following:
 - a. **Price Increases:** A price increase will not be allowed during the first twenty-four (24) months of the contract. Only one price increase will be allowed during any contract period, once the initial contract has been completed. The price increase must be based on industry wide price changes. The vendor must request in writing a price increase sixty (60) days prior to the effective date and shall provide firm proof that the price increase is justified. This request must be addressed to the Boone County Fiscal Court, attention Benjamin T Reece, Treasurer and mailed to Post Office Box 960, Burlington, KY 41005. Boone County may request additional information or justification. If the price increase is denied, the vendor may withdraw from the contract without prejudice upon written notice and approval of the Boone County Fiscal Court. Notice of withdrawal must be provided a minimum of forty-five (45) days prior to effective date.
 - b. **Price Decreases:** The contract price shall be reduced to reflect any industry wide price decreases. The vendor is required to furnish the Boone County Fiscal Court with notice of any price decrease 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 “2a. Price Increases.”
3. Vendor failure to meet the terms of delivery, cleanliness, and quantities will result in the termination of this contract.
4. Boone County requires that all items be delivered looking neat, professional and presentable to include tablecloths and mats. Therefore, all uniform items are to be laundered with tunnel finish or pressed with no rips, tears, stains or buttons missing. Flame Resistant clothing must be laundered in a manner that does not compromise the flame retardant capabilities. Any Flame-Resistant clothing offered or provided are subject to industry standards, state and federal codes, rules and regulations.

5. All damaged uniforms will be repaired by the vendor and returned to employee within seven (7) working days.
6. Patches applied to uniforms shall be attached in a professional manner and be presentable.
7. All items received as a part of this bid shall have a pleasant aroma or at least be aroma neutral.
8. Employees will receive the proper size of uniforms.
9. Employees will receive back the same number of uniforms as were deposited for cleaning.
10. Minor repairs for ARC (arc flash rated) and flame-resistant clothes are permitted (i.e., button, zipper or Velcro), all other repairs will require replacement.
11. **Boone County will not accept improperly sized, wrinkled, dirty, permanently stained or otherwise unacceptable items.** All uniforms must be new and unused at the start of this contract. Like-new or used uniforms are **not** acceptable. The successful Vendor must maintain the uniforms in an acceptable condition throughout the term of this contract. Acceptable condition of the uniform rests solely with the respective department supervisor and will be unconditionally accepted by the vendor. The appearance of the uniforms, tablecloths and mats reflects on the County and your uniform company. Uniforms will be clean, pressed, well mended (no holes or rag torn ends), and professionally altered as necessary. They should fit, look good, be comfortable and be maintained at a high level of cleanliness and service. Uniforms furnished under resulting contract will be maintained in good repair and first-class condition and will be altered or replaced as required to maintain such appearance. Uniforms, tablecloths and mats not in such condition at time of delivery will not be accepted and will be removed from invoice until replaced or altered to acceptable condition.
12. Deliveries are to be made on a weekly basis. Vendor shall indicate on the bid form the day of delivery. If different delivery dates will be needed for the departments, then it shall be noted on the bid form. Laundered and pressed uniforms will be delivered to the specified department location the same day the soiled uniforms are picked up. If the vendor fails to deliver all of the required uniforms on the regular delivery day, they will make a special delivery of any missing uniforms no later than the next day (24 hours) after the regularly scheduled delivery day. If the vendor is unable to deliver the shortage items within the 24-hour period, then a full week credit for the shortage items shall be granted. Vendor must make arrangements for delivery of uniforms during County holidays based on the list of designated County Holidays-Section D.
13. Boone County has quoted approximate usages per week on the Specification sheets.
14. Boone County requires that all OSHA and other safety rules be adhered. Specifically, OSHA guideline 29CFR 1910.1030 must be adhered to in all matters concerning blood on garments.

15. Vendor shall have the delivery driver count garments coming in and going out and confirm such in the presence of the County Representatives. The vendor is required to establish a check-in/check-out inventory system at the locations (i.e., departments) where uniforms will be utilized. Vendor shall submit a copy of the check-in/check-out form to be used with their quote. The form will reflect, at a minimum, the quantity of each items turned in by each employee, and the number of items delivered by the successful Vendor each week. The form shall also reflect additions and deletions, if any, effective the next week. A copy of the check-in/check-out form shall be retained by both the driver and the County upon weekly delivery.
16. Vendor shall provide one person as the account contact for Boone County. The vendor shall assign a specific account representative to the County to handle any problems regarding billing, deliveries, discrepancies, etc. The account representative shall not be the same person as the route person or route supervisor. Vendor shall indicate the contact information for the account representative on the bid form.
17. Vendor shall measure all Boone County employees to ensure that the correct sizes are ordered. The Vendor shall supply, without additional cost, a skilled fitter to measure and fit all uniforms. This must be done throughout the contract period on a single person basis whenever uniforms are needed. All measurements or alterations shall be made at the expense of the vendor, and at the convenience of the County. All measurements or alterations necessary must be made no later than seven (7) working days after notification. Each item of uniform must be correctly fitted for the employee. Initial measuring of staff will be scheduled by Lisa Hoffmann, CPPB, all other subsequent measuring shall be scheduled by the respective County department. There shall not be any additional set-up cost for initial order, replacement or damage orders, or any additional orders during the contract. Set-up charge shall be included in the weekly rental cost.
- 18. Vendor shall have thirty days from effective date of notification of bid award to complete outfitting all employees with new uniforms, supply tablecloths and mats. Pre-worn (used) uniforms will not be accepted. The vendor shall supply services to measure individual employees, at the job site, to insure proper fit of uniforms. The successful vendor shall be prepared to start measuring for uniforms upon notification of award.**
19. Rental rates shall not be charged for employees who are temporarily absent for reasons such as illness or leave of absence. The County will notify the vendor of such absences.
20. Rental rates shall not be charged for seasonal employees during off-season times.
21. All uniforms must be 65% cotton and 35% polyester, unless stated otherwise. Sizes range from small to 4x. Also, the County will need to purchase Tall within the same size range. Any differentiation in price, for tall, must be noted on the bid form.

22. Name badges must be sewn onto the uniforms.
23. Uniforms shall be re-sized on an as needed basis at no additional costs to the County and returned to the employee within seven (7) days.
24. Vendor will note that the specifications for each department will differ. Each employee may or may not receive all items listed.
25. Uniforms for new/additional employees shall be supplied within 10 business days, from the time of sizing. Sizing shall take place within 2 days of notification of new/additional employee.
26. Employees may opt to launder their uniforms, vendor shall offer a lease service without laundering of uniforms on a weekly basis and the route driver shall check with the Department representative for any items in need of repair or replacement. The route driver shall submit documentation of what is being delivered and what is being picked up by employee.

C. Samples

1. Samples must be identified by solicitation number, manufacturer, style number, line-item number and vendor name. Failure to properly label products submitted may render the bid non-responsive. All samples must be packaged, as items would be delivered to a particular location.
2. Fabric testing data shall accompany sample.
3. Workmanship shall be first rate quality, no seconds, and free from defects. Garments will be inspected for quality issues to include but not limited to: stitching, logo placement, proper amount of wash cycles listed in the specs while retaining ANSI 107-2010 background requirements. All sizing shall meet federal commercial standards. All items are to have size label, which include manufacturer's name and fiber content labels to meet Federal Fiber Identification Act. Please note the following web address for information regarding the Federal Fiber Identification Act:
<https://www.ftc.gov/enforcement/statutes/textile-fiber-products-identification-act>
4. Samples will be evaluated based on the following criteria:
 - a. Compliance with specifications.
 - b. Logo samples as specified within.
5. Upon completion of award, bidders will be notified, and samples submitted by unsuccessful bidders may be picked up. The successful bidder (vendor) will be notified once the new uniforms are delivered, and compliance has been reviewed. The Boone County Fiscal Court will not re-pack or return ship samples to bidders. Samples not picked up within thirty (30) days of notification will become the property of the Boone County Fiscal Court.

D. Holidays

The Boone County Fiscal Court shall establish the following holiday schedule:

1. The first day of January (New Year's Day),
2. The First Monday following the 15th day of January (Martin Luther King, Jr. Day)
3. The third Monday of February (President's Day)
4. The Friday before spring holiday (1/2 day)
5. The last Monday in May (Memorial Day)
6. The fourth of July (Independence Day)
7. The first Monday in September (Labor Day)
8. The second Monday in October (Columbus Day)
9. The 11th day of November (Veteran's Day)
10. The fourth Thursday in November (Thanksgiving Day)
11. The fourth Friday in November (day after Thanksgiving Day)
12. The 24th of December (Christmas Eve)
13. The 25th of December (Christmas Day)

Vendor will need to ensure that uniforms are delivered during the week in which a Holiday falls, either the day before or the day after the normal scheduled pick-up day.

E. Number of Garments

1. The number of garments supplied shall consist of a total of eleven (11) complete uniforms per individual, which will permit sufficient shirts and pants, including jeans and cargo pants, to allow for five (5) complete changes per week.
2. Two (2) winter jackets complete with emblems shall be provided.
3. If the option for coveralls is decided, two (2) will be provided to select employees.
4. If the option for shorts is decided, five (5) will be provided to select employees.
5. If the option of jeans is decided, five (5) will be provided to select employees. Still making only a total of 11 pants for the employee.
6. As needed, additional sets of uniforms may be added by written order of the County at the bid price. The additional sets of uniforms must be of new.
7. The number of sets of uniforms may be decreased by reason of an employee leaving (force reduction) and charges for it shall stop when all garments issued to that individual by the Vendor, or the value of said garments, has been recovered by the Vendor.

F. Delivery

1. Garments shall be delivered to six (6) Boone County Fiscal Court departments by the Vendor:
 - a. Building Inspector at 2950 Washington Street, 3rd Floor, Burlington, Kentucky 41005
 - b. Boone Links Golf Course at 19 Clubhouse Drive, Florence, Kentucky 41042
 - c. Lassing Pointe Golf Course at 2266 Double Eagle Drive, Union, Kentucky 41091
 - d. Parks & Recreation Shop at 5643 Idlewild Road, Burlington, Kentucky 41005
 - e. Public Works at 5645 Idlewild Road, Burlington, Kentucky 41005
 - f. Property Maintenance at 2950 Washington Street, 4th Floor, Burlington, Kentucky 41005
2. The Vendor shall provide suitable receptacles for soiled uniforms and returned hangers, which shall be picked up, coincident with the weekly deliveries.
3. Laundered garments shall be delivered weekly at a time mutually agreed to by the County and the Vendor.
4. Uniforms shall be delivered on hangers and placed by the Vendor where designated by the County.
5. Quantity shall be confirmed with a department representative at the time of delivery and pick-up.

G. Uniforms and Service Charges

1. Payment for uniforms and service shall be based on the Unit Price bid. This price bid shall include laundering, ironing or pressing, and maintaining garments (repairing as necessary) so that they are delivered in a presentable and wearable condition.
2. Garments not properly laundered or maintained shall be rejected by the County and charges for same canceled by the Vendor.
3. All garments requiring repairs, replacements and/or additional laundering will be properly indicated on the garment by the County. All requests so marked shall be completed within one (1) week by the Vendor.
4. Should garments need to be replaced by the Vendor during the life of the contract, any replacement garments shall be Grade "B" (nearly new) or better.
5. All employees must receive a full allotment of usable garments on a weekly basis.
6. All garments shall remain in the property of the Vendor and the Vendor shall be responsible for all damages resulting from normal wear and tear by County employees.

7. Vendor shall state in the bid the cost per each garment and the depreciation rate per week. These two factors will be used to determine the value for any garment(s) lost, stolen or destroyed beyond use by misuse or gross neglect while in the possession of the County.
8. Should problems arise, the Vendor will respond to the County by the second workday following the complaint.
9. All pricing submitted must be inclusive of all fees and service charges.

H. Emblems for non-supervisory uniforms

1. Shall be designated by the County.
2. Shall be sewn on shirts and jackets as directed by the County.
3. Shall remain in the property of the County and the Vendor shall be responsible for replacement in kind of all damaged or lost emblems.
4. Cost for additional emblems will be indicated in the Bid. Five emblems having the logo and department name as follows:

Property Maintenance
Golf Course
Public Works
Building Inspector
Parks & Recreation

I. Payment of Work

Payment to the Vendor will be made monthly upon presentation of a properly documented invoice. All billings should be made to the Boone County Fiscal Court with the Department indicated.

Each invoice shall contain at least the following information:

1. Employee Name.
2. List of items for the employee.
3. Unit prices.
4. Extended totals.

J. Kentucky Sales and Use Taxes

Sales of tangible personal property or services to the State of Kentucky and its agencies are not subject to state sales or use taxes. Upon request, the Boone County Fiscal Court will give the Vendor a copy of its tax-exempt certification. Tax-exempt number is CO-008-100.

Specifications

Non-Supervisory Employees

Approximate number of employees wearing this uniform **61**

Jackets

Three options needed based on labor.

Option 1-Slash Pocket Jacket

Outer shell 65% polyester; 35% cotton; 7 ½ oz. twill
Quilted lining 100% nylon tricot

Option 2-Team Jacket

Outer shell 65% polyester; 35% cotton; 7 ½ oz. twill
Quilted lining 100% nylon tricot
Rib knit cuffs and waistband 100% polyester

Option 3-Hip Length Jacket

Outer shell 65% polyester; 35% cotton; 7 ½ oz. twill
Quilted lining 100% nylon tricot

Shirts

Employee will have the choice of striped or solid; long or short sleeve and which option or combination of options to rent.

Option 1- Work

Soil-release fabric
Lined collar and cuffs
Fully cut with two-piece yoke
65% polyester; 35% cotton

Option 2 -Work

Soil-release fabric
5 oz. cotton twill
Lined collar and cuffs
100% cotton

Option 3-Work Flame-Resistant

7 oz. cotton twill
Lined collar
Must have a Protection ARC rating of 12 cal/cm² or greater.

Pants

Option 1-Men's twill work pants

65% polyester; 35% cotton
8 oz. twill permanent press

Option 2-Men's Cotton work pants

8 ¼ oz., 100% cotton
Two slack-style front pockets

Option 3-Work Flame-Resistant

9 oz. cotton twill
Must have a Protection ARC rating of 12 cal/cm² or greater.

Option 4-Men's Pre-Washed Denim Dungaree

Two deep scoop pockets
Two oversized reinforced hip pockets
Flame-resistant, 14.75 oz. 100% Cotton Denim
Arc Rating ATPV 21 calories/cm²

Option 5-Men's Cargo Pants

Two slack-style front pockets
Two set-in hip pockets
Two bellow cargo pockets with pocket flaps and snap closures

Work Shorts (optional)

65% polyester; 35% cotton twill
Two slack-style with front pockets

Coveralls

Optional for employees.

Option 1-Twill Coveralls

65% polyester; 35% cotton
Safety stitched seams
7 ½ oz. cotton twill

Option 2-Flame-Resistant Coveralls

9 ½ oz. cotton twill
Must have ARC rating of 25cal/cm² or greater.

Supervisory Personnel

Approximate number of employees wearing this uniform **16**

Shirts (Color of choice; long or short sleeve)

Men's oxford dress shirt

60% cotton 40% polyester
4 1/4 oz. yarn-dyed

Women's oxford dress shirt

60% cotton 40% polyester
4 1/2 oz. yarn-dyed

Pants (Color of choice)

Men's dress uniform pants

65% polyester; 35% cotton
7 1/2 oz. brushed twill

Women's dress uniform pants

65% polyester; 35% cotton
7 1/2 oz. brushed twill

Other

Floor Mats (blue, brown or black) 4' x 6'; 3'x5' and 3' x 10'

Terry Cloth Shop Towels

Bath Towels

Red Shop Rags

White Round 136" Tablecloths

EXCEPTION TO SPECIFICATIONS

Signature required, if exceptions are noted

Bid Form

Pricing submitted is inclusive of fees and/or service charges. Please note in parenthesis the cost for non-laundered uniforms if employee chooses to launder themselves.

ITEMS	PRICE PER EACH WEEK Sizes S-4X/Tall
1. Slash Pocket Jacket (option one)	\$ _____
2. Team Jacket (option two)	\$ _____
3. Hip Length Jacket (option three)	\$ _____
4. Non-supervisory work shirts (option one)	\$ _____
5. Non-supervisory work shirts (option two)	\$ _____
6. Non-supervisory work shirts (option three)	\$ _____
7. Non-Supervisory work pants (option one)	\$ _____
8. Non-Supervisory work pants (option two)	\$ _____
9. Non-Supervisory work pants (option three)	\$ _____
10. Non-Supervisory work pants (option four)	\$ _____
11. Non-Supervisory work pants (option five)	\$ _____
12. Shorts	\$ _____
13. Coveralls (option one)	\$ _____
14. Coveralls (option two)	\$ _____
15. Supervisory Men's Oxford	\$ _____
16. Supervisory Women's Oxford	\$ _____
17. Supervisory Men's Dress Pants	\$ _____
18. Supervisory Women's Dress Pants	\$ _____

- 19. Mats 4' x 6' \$ _____ (each)
- 20. Mats 3' x 5' \$ _____ (each)
- 21. Mats 3' x 10' \$ _____ (each)
- 22. Terry Cloth Shop Towels \$ _____ (100 issued)
- 23. Bath Towels \$ _____ (20 issued)
- 24. Red Shop Rags \$ _____ (100 issued)
- 25. White Round 136" Tablecloths \$ _____ (30 issued)

Delivery Schedule (what day of the week and state either am or pm): _____

Account Representative Name and Contact Information _____

In the event any uniform/garment is lost or stolen while in the possession of the County, the charge for same shall be at the rate listed below.

COST	DEPRECIATION PER WEEK IN USE
Supervisory pleated pants: _____	_____ percent
Oxford Shirts: _____	_____ percent
Work Trousers (options 1-3): _____	_____ percent
Pre-Washed Denim Dungaree: _____	_____ percent
Cargo Pants: _____	_____ percent
Non-supervisory work shirts: _____	_____ percent
Slash Pocket Jackets: _____	_____ percent
Team Jackets: _____	_____ percent
Hip Length Jackets: _____	_____ percent
Coveralls: _____	_____ percent
Shorts: _____	_____ percent

Setup fee for embroidery on emblem \$ _____

Cost to sew on embroidery emblem \$ _____

Cost to iron-on embroidery emblem \$ _____

In compliance with this Bid and subject to all conditions thereof, the undersigned offers and agrees to furnish any or all items and/or services upon which prices are quoted, at the price quoted as specified.

My signature certifies that the accompanying bid is not the result of or affected by any act of collusion with another person or company engaged in the same line of business or commerce, or any act of fraud. I hereby certify that I am authorized to sign this bid for the bidder.

NAME OF BIDDER: _____

DATE: _____

ADDRESS: _____

FEDERAL ID #: _____

(Please enclose w-9 with bid)

SIGNATURE: _____

OFFICIAL TITLE: _____

PHONE (____) _____ FAX (____) _____

References

Company _____

Person _____

Telephone Number _____

Years of Service _____

Company _____

Person _____

Telephone Number _____

Years of Service _____

Company _____

Person _____

Telephone Number _____

Years of Service _____

Company _____

Person _____

Telephone Number _____

Years of Service _____

KENTUCKY PREFERENCE LAWS

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.**

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 Vendors 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.

Solicitation/Contract #: BCFY22-15

REQUIRED AFFIDAVIT FOR BIDDERS, OFFERORS AND VENDORS 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)

of _____ this _____ day of _____, 20____.

(Company Name)

Notary Public

[seal of notary]

My commission expires: _____

Solicitation/Contract #: BCFY22-15

REQUIRED AFFIDAVIT FOR BIDDERS, OFFERORS AND VENDORS 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 subVendors 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: _____