



CITY OF FORT MITCHELL, KENTUCKY  
INVITATION TO BID FOR  
DIXIE HIGHWAY REMOVAL AND REPLACEMENT  
OF STREET TREES

Bid Due October 11, 2021 11:00 a.m.  
2355 Dixie Highway, Fort Mitchell, KY 41017

The City of Fort Mitchell, Kentucky, will accept sealed bids for Dixie Highway Corridor Removal and Replacement of Street Trees. Copies of the specifications may be obtained on our website, [www.fortmitchell.com](http://www.fortmitchell.com).

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## INSTRUCTIONS TO BIDDERS

1. Each bid must be signed by the bidder with his/her usual signature. Bids by a partnership, corporation, or limited liability company must be signed by a representative authorized to legally bind the entity, followed by the signature and title of the person signing.
2. Bids must be received prior to the specified time of closing as designated in the invitation. Bids received late will be returned unopened to the bidder.
3. Bids containing erasures or corrections thereon will be rejected unless said erasures or corrections are noted over the initials or signature of the bidder.
4. References in the Technical Specifications describing the material, supplies, or services required of a particular trade name, catalog or model number are made for descriptive purposes to guide the bidder in interpreting the type of material or supplies or nature of the work described. They should not be construed as excluding offers on other type of materials and supplies or of performing the work in a manner other than specified. However, the bidder's attention is called to Paragraph 6 of the General Conditions which must be strictly adhered to.
5. Bids shall include a completed Bid Pricing Sheet, along with any other materials specified in the Special Conditions. Bids are to be mailed to or delivered to the Office of the City Clerk, City of Fort Mitchell, 2355 Dixie Highway, Fort Mitchell, Kentucky 41017. **ALL BIDS MUST BE RECEIVED ON OR BEFORE Monday, October 11, 2021 at 11:00 a.m.** Bids will be accepted and publicly opened at that time. Bids shall be sealed in an envelope, which is clearly marked on the exterior **Dixie Highway Removal and Replacement of Street Trees Phase III**.
6. Interested bidders are strongly encouraged to review the Dixie Highway Trolley Line Tree Removal and Replacement Plan that was completed in May 2018. The plan is available on the City Website at <http://fortmitchell.com/government-2/boards-committees/>.
7. The Tree Board will review all submissions and anticipates awarding the bid in mid-October. Once a contractor is chosen, they may be required to attend a council meeting with members of the Tree Board to present their plan to complete the project.
8. The City's sales tax exemption status may not be used by the bidder to acquire materials or supplies on a sales tax-exempt basis. Any sales taxes or other taxes incurred by the bidder remain the responsibility of the bidder. It is assumed that all such costs incurred by any bidder are included in his bid price.

## GENERAL CONDITIONS

1. The City reserves the right (a) to reject any and all bids; (b) to waive any informality or irregularity in any bids; (c) to negotiate with the bidder submitting the apparent lowest and best bid; (d) to use its discretion in determining which, if any, bid it intends to accept; (e) to accept any item or group of items in the bid.
  2. In case of error in extending the total amount of the bid, the unit price will govern.
  3. The City of Fort Mitchell's payment terms are net-30 (i.e., all invoices will be paid within 30 days).
  4. In case of default by the bidder or contractor, the City of Fort Mitchell may procure the articles or services from other sources and hold the bidder or contractor responsible for any excess cost occasioned thereby.
  5. Prices shall be stated in units of quantities specified.
  6. Whenever a reference is made in the specifications or in describing the materials, supplies or services required, or a particular trade name, manufacturer's catalog, or model number, the bidder, if awarded a contract, will be required to furnish the particular item referred to in strict accordance with the specifications or description unless a departure or substitution is clearly noted and described in the proposal by the bidder.
  7. The bidder, if awarded an order or contract, agrees to protect, defend, and save harmless the City against any demand for the use of any patented materials, process, article, or device, that may enter into the manufacture, construction, or form a part of the work covered by either order or contract, and the bidder further agrees to indemnify and save harmless the City from suits or actions of every nature and description brought against it, for or on account of any injuries or damages received or sustained by any party or parties, by or from any of the acts of the contractor, its employees, servants, or agents.
  8. Samples, when requested, must be furnished free of expense prior to the opening of bids and if not destroyed will, upon request, be returned at the bidder's expense.
  9. Terms and conditions, unless stated otherwise herein, are to be effective for one year from the date of bid acceptance.
  10. All bids shall remain valid for a period of thirty (30) days after bid opening unless a longer period is otherwise stated herein.
  11. Bidder is required to obtain a City of Fort Mitchell Occupational License within

ten days of contract award.

12. All federal, state, and local law requirements must be followed.
13. Bids will be evaluated and awarded on the following basis (as marked):
  - Lowest and Best Bid.
  - Lowest Evaluated Bid Price. The objective measurable criteria for this evaluation are enclosed.
14. “Responsible bidder” means a person who has the capability in all respects to perform fully the contract requirements, and the integrity and reliability which will assure good faith performance.
15. Unless otherwise indicated, any Special Conditions are enclosed. A conflict between Special Conditions and General Conditions shall be construed in favor of the Special Conditions.
16. Unless otherwise indicated, the Technical Specifications for this bid are enclosed.
17. Unless otherwise indicated, the applicable Vendor Insurance Requirements for this bid are enclosed.
18. Pursuant to KRS 45A.490 to 45A.494, prior to a contract being awarded to the lowest and best responsible and responsive bidder whose bid meets specifications, 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. A copy of KRS 45A.490 to 45A.494 is enclosed and made a part of this Invitation to Bid. Any bidder wishing to claim a preference as a resident bidder must complete the enclosed affidavit.
19. Unless otherwise indicated, the successful bidder will be required to enter into a Contract with the City of Fort Mitchell, which is enclosed.
20. Contractors shall not discriminate on the basis of race, color, religion, sex, age forty (40) and over, disability, veteran status, or national origin. The contract to be executed by the successful bidder will contain the non-discrimination language required by KRS 45.570.

- End of Section -

## SPECIAL CONDITIONS

The City of Fort Mitchell is soliciting sealed bids for removal and replacement of street trees on Dixie Highway Corridor.

### BID PROCEDURE

- The bid shall be submitted using the attached bid sheet.
- If there are technical questions, contact Jennifer Gulick, Urban Canopy Works (the City's agent) at jenny@urbancanopyworks.com, (office) 859-493-4132 or (cell) 859-533-5787.
- Read and understand all of the technical specifications (call if clarification is needed).
- Furnish three (3) references as specified.
- Read, completely fill out, sign and return the City of Fort Mitchell's Bid Pricing Sheet.

**Return all requested information to the City Clerk's Office by the Date and Time indicated.**

### REFERENCES

Three (3) references shall be included with the bid. These references must be from past or current contracts preferably with municipal and/or commercial scale projects. They are to include

- Contact Person Name and Company
- Contact Person's telephone number

- End of Section -

## TECHNICAL CONDITIONS

1) **Work to be performed:** The removal and replacement of street trees along the Dixie Highway corridor. For this phase, a total of eleven (11) trees will be removed and twenty-six (26) trees planted.

2) **Work location areas and types:**

- a) Intersection of Woodlawn and Dixie Highway
  - On southwest corner, (1) Hawthorn to be removed and replaced (replacement must be Japanese treelilac)
  - On the southwest corner, 2 additional trees to be planted
  - On the northwest corner in front of 2274 Dixie Highway, (1) Hawthorn to be removed and replaced with Japanese treelilac
- b) Across from City Building on Dixie Highway
  - 2 trees to be replaced (must be 3 inch tree-form redbuds)
- c) Dixie Highway across from 2364 Brice
  - Callery pear to be removed and replaced
  - 2 additional trees to be planted
- d) Dixie Highway across from 2366 Brice
  - 2 hawthorns to be removed and replaced
- e) Brice hillside (open area)
  - 3 trees to be planted
- f) Burdsall to Pleasant Ridge
  - Remove 3 Callery pears, 2 crabapples, and 1 hawthorn
  - Replace/plant 8 trees
- g) Superior to Cornell
  - 6 trees to be planted

3) **Contractor experience and certification requirements:** We would like the awarded contractor to perform all work requested. For the tree removal work, the contractor must have an ISA Certified Arborist on-site while work is being performed.

4) **Work guidance:** Conceptual planning for this project is guided by the Dixie Highway Corridor Tree Removal & Replacement Plan completed in 2018. This plan is available on the City website at <http://fortmitchell.com/government-2/boards-committees/>. Additionally, site-specific plans for the work locations will be made available to bidders; see Attachment A. Contractor must meet with the City or their agent to determine final species selection and mark planting locations. Trees for removal will be discreetly marked by the City.

5) **Scope of Work:** To provide all supervision, material, labor, equipment, service, operations and expertise required to deliver, locate, remove, plant and guarantee street trees in the City of Fort Mitchell as specified herein. Contractor has responsibility to:

- A. Furnish, transport and plant trees.
- B. Remove select trees and grind stumps
- B. Reserve work space along streets.
- C. Contact 811 to mark utilities prior to planting.
- D. Mark tree planting sites.
- E. Excavate soil, plant trees, backfill and water.
- F. Furnish and place mulch.
- G. Remove excess material and clean-up site.
- H. Guarantee trees for one year and make appropriate replacement planting.
- I. Keep work site safe at all times.
- J. Any work incidental to above.

**6) Materials Specifications:** Mention of any product name neither constitutes an endorsement of that product nor excludes the use of similar products meeting specifications.

A. Nursery Stock: May be balled & burlapped or plants grown in containers. All trees healthy, vigorous and well grown, showing evidence of proper root and top pruning, single trunked, high branched specimens suitable for use along streets. All trees 2.0 inch caliper unless otherwise noted. All plants meet American Nursery Stock Standard Z-60.1 for top grade. Trees of the same species to be installed shall be the same size, height, and form. Label attached to each tree at nursery indicating botanical name and common name. Labels remain on trees for one year. The City of Fort Mitchell has final approval of species or variety used and nursery from which trees are obtained.

B. Root Balls & Burlap: Ball shape and size conform to Z-60.1. Only rottable burlap and rottable rope permitted. Root balls are adequately protected at all times from sun, heat, freezing and drying. The City will reject any cracked or manufactured root balls. Container stock is acceptable if it conforms to Z-60.1 standards and its size equals or exceeds 2 inch caliper.

C. Mulch: Dark colored, processed hardwood bark mulch is acceptable.

D. Soil Amendments: Products such as Biochar, Hydrogel A1000, Soil Moist, Supersorb C, or Terra-Sorb may be incorporated as per label direction into all backfill. Contractor provides a copy of label and manufacturer's directions for product chosen at the time the list of nursery suppliers is submitted to the City.

**7) Tree Removal Work Procedures:**

Removals include all operations necessary to safely remove the assigned trees. No trees or trunks are felled onto pavement. Work includes removal of basal sprout and brush and weeds within three feet of the trunk. The tree stump will be ground out to a depth of at least twelve (12) inches below the normal surface level including all surface roots. Immediately after grinding each stump, the grindings must be removed from the work area. Adjacent sidewalks, lawns, streets, and gutters will be cleaned. Unless a replacement tree is planned for the immediate area, backfill consisting of clean earthen soil should be used to fill the cavity, free



of debris, to normal ground level and seeded with an approved seeding mix. Do not backfill with wood chips. All labor, supervision, equipment, materials, and supplies necessary for the execution of this work must be provided for by the contractor at no additional cost to the city. All debris disposal must be provided by the contractor at no additional cost to the city. The Contractor will be required to follow the ANSI Z-133 Standards for tree worker safety.

## 8) Tree Planting Work Procedures:

**A. Source of Supply:** The Contractor submits in writing to the City or their agent complete and detailed information concerning the source of supply for each item of plant material specified in the planting list.

**B. Tree Location:** Before nursery orders are finalized, the City or their agent and the Contractor lay out the location of all planting holes with suitable marks. Marks are paint and flags to be provided by contractor.

**C. Underground Utilities:** Contractor ensures that underground gas, electric, water, telephone, cable television, telecommunication, sewer and all other such underground utility lines are marked by respective agency or company at least 48 working hours before planting.

**D. Tree Location Adjustment:** After underground utilities have been marked, a follow up inspection is performed by Contractor and the City or their agent to adjust tree locations and to obtain final counts of trees to be planted.

**E. Delivery:** Trees transported with adequate protection. Trees covered with tarpaulin during transit or transported in closed truck. Trees in leaf sprayed before shipping with "Wiltpruf" or other antidessicant approved by the City or their agent. The City reserves the right to reject trees improperly shipped.

**F. Temporary Storage:** Root systems of trees not immediately planted after delivery to be adequately protected by mulch or heeling in and watering until planting occurs. Contractor assumes all risk and expense of temporary storage. The City reserves the right to reject trees improperly stored.

**G. Planting Holes:** Hand dug or ground out with stump grinder or trencher. Dug to a diameter 24 inches more than rootball diameter. Depth should be no greater than depth of rootball. Dug with vertical, rough sides and flat, rough bottom. Dug only on day tree is planted. Augers not allowed. Contractor makes all holes safe until tree is planted and mulched.

**I. Surplus Excavation:** Removed and disposed of by Contractor at their expense.

**J. Planting Procedure:** Containers removed before placing tree in hole. Wire baskets may be left on root ball, but must be cut to a lower horizontal ring to eliminate the possibility of wire becoming a tripping or puncture hazard. All ropes, twine, and strapping material removed from the job site. Burlap on top of root ball cut off and removed from the job site. Sides of burlap cut in at least 10 places around the ball to encourage outward growth of roots. Ends of broken or damaged roots over 1/4 inch in diameter pruned with a clean cut, removing only the injured portion. Trees placed at same depth as in the nursery or up to two (2) inches higher than that level. Trees with forked top oriented with main forks parallel to the street. Tree trunks kept vertical in all directions.

**K. Backfill:** Planting holes backfilled with shredded or pulverized soil ground out from planting holes and mixed properly with any amendments used. Backfill tamped lightly as it is placed into hole to eliminate air pockets.

**L. Top Pruning & Wound Treatment:** Pruning done to make trees shapely and typical of species. Pruning done according to Part 3.5 (Young Tree Pruning) of ANSI A300 Standards and instructions of the City or their agent. Trees pruned to clear pedestrians, vehicles, and view to vehicles as much as possible. Accidental damage during planting not great enough to warrant branch removal or tree replacement promptly traced according to recognized horticultural practices. No wound dressing used.

**M. Mulching:** Mulch placed loosely around trees within 24 hours after planting to uniform depth of four (4) inches and a diameter of four (4) feet where possible. Mulch shall not be placed directly against tree trunks.

**N. Watering:** Done thoroughly to settle backfill within 24 hours after all backfill is in place. Contractor may use semi-permanent supplemental watering systems installed at ground level, such as Ooze Tube and Tree Diaper, but is responsible for maintaining these systems. The City is not responsible for damage to the systems. Gatorbags or similar products may not be used unless the Contractor removes them after 24 hours of filling them.

**O. Wrapping & Staking:** Trees are neither wrapped nor staked, unless specified by the City or their agent during the guarantee period. If Contractor provides staking, it must be a below-ground system that is biodegradable. All staking and guying done to ANSI standards. At the direction of the City or their agent, stakes and wrapping are removed by Contractor at the end of the guarantee period. Contractor bears the cost of wrapping and staking.

**P. Supervision:** Contractor consults with the City or their agent concerning details and scheduling of all work. Contractor has a competent person in charge of work at all times to whom the City or their agent may issue directions and who is authorized to accept and act upon such directives.

## **9) Inspections:**

- A. **Nursery inspection:** The City or their agent, at its discretion, inspects and tags nursery stock purchased under this contract before digging. Tags remain on trees until final inspection is made. Contractor pays transportation costs for the City representative doing inspection and tagging. Alternatively, if the nursery source is known and approved, photographs of the selected and tagged trees may be submitted to the City or their agent.
- B. **Planting Inspection:** The City or their agent, at its discretion, inspects planting operations and temporarily stored trees.
- C. **Guarantee Period Inspection:** The City or their agent inspects planting work to verify completion and begin the guarantee period. Contractor requests this inspection in writing at least ten (10) days before its scheduled date. After inspection, the City or their agent notifies Contractor in writing of date of beginning of guarantee period or of deficiencies to correct before guarantee period begins.
- D. **Correction Inspection:** Two months before end of guarantee period, the City or their agent inspects work and notifies Contractor of replacements and other corrections required to make work acceptable.

- E. **Final Inspection:** At end of guarantee period, the City or their agent inspects trees to determine final acceptance. Contractor requests this inspection in writing at least ten (10) days before its scheduled date.
- F. **Other Inspections.** The City or their agent reserves the right to inspect on-site work at any time without notice.

**10) Guarantee:**

Contractor guarantees that all plants remain alive and healthy until the end of a one (1) year guarantee period.

- A. **Tree Replacement.** During the guarantee period, Contractor immediately removes, then replaces during the next appropriate planting season, as specified, and at their expense, any dead trees and any trees, that in the opinion of the City or their agent, have become unhealthy or unsightly or have lost their natural shape due to dead branches, improper pruning or maintenance, or any other cause due to the Contractor's negligence, or weather conditions.
- B. **Tree Support.** Contractor straightens and guys, if necessary, any leaning trees, bearing the entire cost. Guy wires, stakes and wrapping are removed by Contractor after the next growing season.
- C. **Future Guarantee.** Each replacement tree is guaranteed in a like manner for one year from the date the replacement tree is planted.
- D. **City-Requested Replacement.** At the City's discretion, Contractor, following these specifications, replaces any plant killed or damaged beyond repair by vandals, vehicular accident, or other causes beyond Contractor's control. The City will bear cost of these replacements at specified bid rate.

**11) Bid information:** Contractors should contact Jennifer Gulick of Urban Canopy Works ([jenny@urbancanopyworks.com](mailto:jenny@urbancanopyworks.com) or 859-493-4132), the City's agent for this project to request more information or ask technical questions. No pre-bid site meeting will be held.

**12) City reserves right:** To revise bid quantities for tree planting and/or removal to conform to budget with awarded bidder.

- End of Section -

## VENDOR INSURANCE REQUIREMENTS

Prior to commencement of your services, you must provide the city with a certificate of insurance evidencing the following insurance coverage. **Any and all liability coverage shall name the City of Fort Mitchell as Additional Insured on a primary and non-contributory basis. A satisfactory certificate of insurance evidencing the coverage outlined above shall be provided before any services are rendered.**

- Commercial General Liability Insurance on ISO form CG00011001 (or a substitute providing equivalent coverage). The limit shall not be less than \$1,000,000 per occurrence. If you are providing construction services, you must use additional insured endorsements CG20100704 AND CG20370704.
- Comprehensive Owned And Non-Owned Automobile Liability Insurance with a minimum combined single limit of \$1,000,000.
- Workers' Compensation Coverage specific to the State of Kentucky.
- Professional Liability / Errors or Omissions Coverage in the amount of \$1,000,000 per occurrence (required for professional services, e.g., legal, architectural, etc.).
- Commercial Umbrella Liability Policy with a minimum limit of \$1,000,000 (required for services involving pyrotechnics, mechanical amusement devices, inflatable amusement devices, animals of any type (including petting zoo or pony rides), or any other services in the discretion of the City)
- Liquor Liability Coverage with a minimum limit of \$1,000,000 (required for services involving the sale of alcohol).
- Other:
- No insurance requirement.

- End of Section -

**BID PRICING SHEET**

Total Bid for Removal & Replacement of Street Trees \$ \_\_\_\_\_

Price for 1 year of Watering and Maintenance \$ \_\_\_\_\_

*(This is an optional task the City may elect to include as part of the planting project)*

**1. Intersection Woodlawn Avenue and Dixie Highway**

Number of trees identified for removal 2 (9” cal. hawthorns)

Cost for tree removal:

Price per tree \_\_\_\_\_

Total cost \_\_\_\_\_

Number of 2”-2.5” trees identified for replacement 4

Tree species*	Quantity	Price per tree
Tree lilac <i>Syringa reticulata</i> 'Ivory Pillar' 'Golden Eclipse'	2	
Redbud <i>Cercis canadensis</i> (tree form)	2	

Total Cost\*\* \_\_\_\_\_

**2. West side of Dixie Highway Across from City Building**

Number of 3”-3.5” trees identified for replacement 3

Tree species*	Quantity	Price per tree
Redbud <i>Cercis canadensis</i> (tree form)	3	

Total Cost\*\* \_\_\_\_\_

**3. – 5. West side of Dixie Highway across from 2364 Brice, 2366 Brice, and Thompson Avenue**

Number of trees identified for removal 3 [(1)9” cal. Callery pear; (2) 8” hawthorns]

Cost for tree removal:

Price per tree \_\_\_\_\_

Total cost \_\_\_\_\_

Number of 2”-2.5” trees identified for replacement 7

Tree species*	Quantity	Price per tree
<i>Cornus mas (tree form)</i>	2	
Katsura ( <i>Cercidiphyllum japonicum</i> )	2	
Serviceberry ( <i>Amelanchier canadensis</i> )	3	

Total Cost\*\* \_\_\_\_\_

**6. Burdsall to Pleasant Ridge**

Number of trees identified for removal (3) 10-12” Callery pears; (2) 9” crabapples; (1) 9” hawthorn

Cost for tree removal:  
 Price per tree \_\_\_\_\_  
 Total cost \_\_\_\_\_

Number of 2”-2.5” trees identified for replacement \_\_\_\_\_ 8 \_\_\_\_\_

Tree species*	Quantity	Price per tree
Serviceberry ( <i>Amelanchier canadensis</i> )	4	
Corneliancherry dogwood ( <i>Cornus mas</i> )	4	

Total Cost\*\* \_\_\_\_\_

**7. Superior to Cornell**

Number of 2”-2.5” trees identified for replacement \_\_\_\_\_ 6 \_\_\_\_\_

Tree species*	Quantity	Price per tree
Shantung maple ( <i>Acer truncatum</i> )	6	

Total Cost\*\* \_\_\_\_\_

\*Substitutions in species and cultivar and/or quantity must be approved by the City or its agent.

\*\*Cost to include one-year guarantee and maintenance.

Non-Collusive Bid Statement: The undersigned bidder, having fully informed himself regarding the accuracy of the statements made herein, certifies that: (1) The bid has been arrived at by the bidder independently and has been submitted without collusion with, and without any agreement, understanding, or planned common course of action with any other vendor of materials, supplies, equipment, or services described in the bid, designed to limit independent bidding or competition, and (2) The contents of the bid have not been communicated by the bidder or its employees or agents to any person not an employee or agent of the bidder or its surety on any bond furnished with the bid, and will not be communicated by any such person prior to the official opening of the bid.

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Name and Title (printed)

\_\_\_\_\_  
Legal Name of Business

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Date

Affix seal below if bid is by corporation.

This seal was herewith affixed in the presence of:

Signature \_\_\_\_\_ Title \_\_\_\_\_

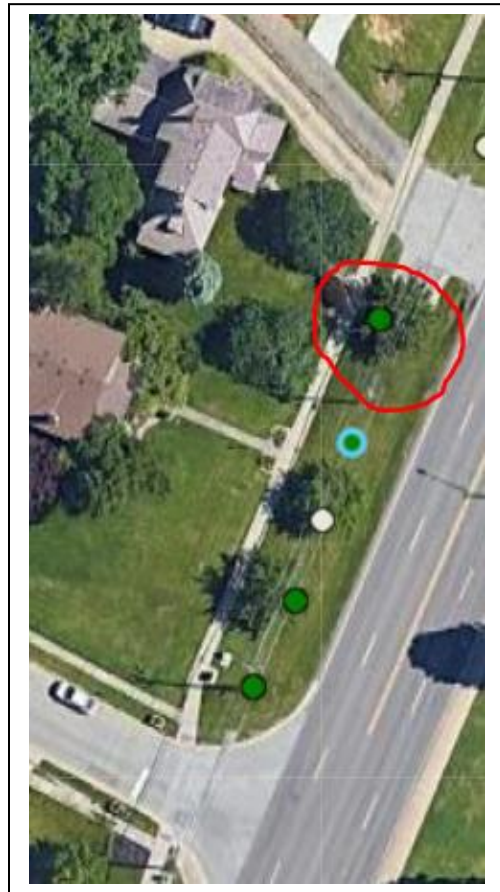
- End of Section -

## Attachment A. Work Site Locations



**Work Area 1.** Woodlawn/Dixie Highway Intersection – (Image on left) Approximate planting and removal locations. Removal indicated in green; three (3) replacement trees in white.

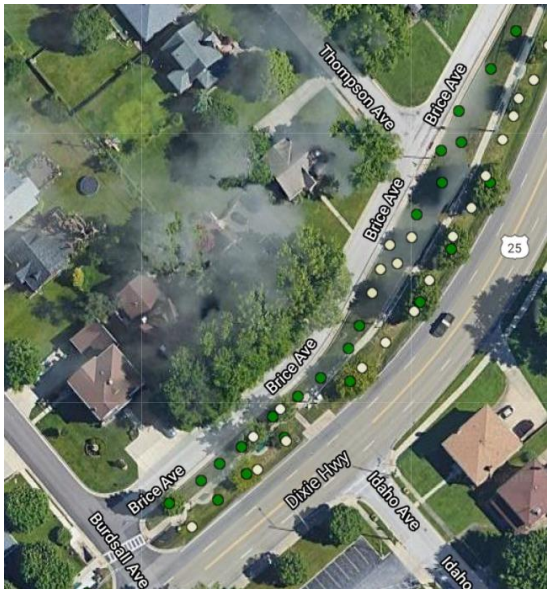
(Image below) Hawthorn removal and replacement location in front of 2274 in red.







**Work Area 2** – Approximate planting location for two (2) 3” tree form redbuds (trees will be planted to replace missing trees within the previously planted area).



**Work Areas 3 – 5.** Dixie Highway across from 2364 Brice; across from 2366 Brice; and across from Thompson. General area where three (3) trees will be removed and seven (7) trees will be planted as replacements or to fill gaps.



**Work Area 6.** – Burdsall to Pleasant Ridge. Approximate removal locations for seven (7) existing trees and replacement planting of eight (8) trees.



**Work Area 7.** – Superior to Cornell. Approximate planting location for six (6) trees to fill in gaps of existing plantings.

## RESIDENT BIDDER PREFERENCE

### **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.

- End of Section -

RESIDENT BIDDER AFFIDAVIT  
*Required for bidders claiming Kentucky resident bidder status*

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 corporate 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 City of Fort Mitchell reserves the right to request documentation supporting a bidder's claim of resident bidder status. Failure to provide such documentation upon request shall result in disqualification of the bidder or contract termination.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

Company Name \_\_\_\_\_

Address \_\_\_\_\_

STATE OF \_\_\_\_\_ )

\_\_\_\_\_  
COUNTY OF \_\_\_\_\_ )

Acknowledged, subscribed and sworn to before me this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires