



**BOONE COUNTY**  
KENTUCKY



**1.5 TON DUMP TRUCK - #08052021 B**

Boone, Kenton and Campbell County Fiscal Courts (BKCFC)

ACCEPTANCE DATE: 10:00 AM, August 5, 2021

ACCEPTANCE PLACE, ADDRESS AND BID LABELLING:

BKCFC – 1.5 Ton #08052021 B  
Campbell County Fiscal Court  
Finance Office Room 322  
1098 Monmouth St., Newport, KY 41071  
until 10:00 a.m. EST, August 5, 2021

Requests for information related to this bid specification should be directed to:

Billy Angel  
Boone County Fleet Supervisor  
(859) 334-3600  
[bangel@boonecountky.org](mailto:bangel@boonecountky.org)

KEY DATES:

Invitation to Bid issued .....July 16, 2021  
Mandatory Pre-Bid Meeting Call.....11:00 AM, July 28, 2021  
Bid Opening.....10:00 AM, August 5, 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.

## IMPORTANT INSTRUCTIONS TO BIDDERS

1. Definition: BKCFC – Boone, Kenton, Campbell Fiscal Court(s)

On behalf of Boone, Kenton and Campbell County Fiscal Courts, Campbell County will receive sealed for a 1.5 Ton Dump Truck for each of the Fiscal Courts. 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.

2. To be eligible to submit a bid, potential bidders must attend the mandatory Pre-Bid Audio Conference Call on MS Teams.

11:00-11:30 AM July 28, 2021

Please contact Laura Lewis, [LLewis@campbellcountyky.gov](mailto:LLewis@campbellcountyky.gov) for the audio-conferencing information. Bidders not in attendance on the call will not be eligible for consideration and award of this invitation to bid.

3. Each Bid should be in a SEALED ENVELOPE labelled with the **bid # 08052021 B**. Campbell County Fiscal Court will not be responsible for any premature opening or failure to open a bid not properly addressed or identified as stated above. Late, electronically submitted or facsimile bids will not be accepted.
4. All Bids will be opened and read publicly in First Floor Fiscal Courtroom (address above).
5. Bid packets may be obtained from:

Campbell County Fiscal Court  
Finance Office, Suite 322  
1098 Monmouth St., Newport, KY 41071  
Or  
[www.campbellcountyky.gov](http://www.campbellcountyky.gov)

The hearing and/or speech-impaired may call 1-800-648-6057 and an interpreter will call the County for you.

## TERMS AND CONDITIONS

### 1. Intent

The purpose of this invitation is to establish term pricing for 1.5-ton Cab and Chassis Units in accordance with the bid specifications and these Standard Terms and Conditions. Whenever a specific "Brand Name" is used in these specifications, it is used for descriptive purposes only. Whenever or wherever 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 "Option Sheet" and "Bid Form" as NO OTHER SHEET/FORM will be accepted. The Bidder shall also attach to the "Option Sheet" and "Bid Form", any descriptive information and literature showing the items on which the bid was based. Campbell County Fiscal Court shall be the sole judge of whether a bid meets the intent of these specifications.

### 2. **Mandatory** Pre-bid Meeting

A **mandatory** pre-bid conference call will be held at the time listed above. The meeting is to ensure that all prospective bidders are fully cognizant of the contract and specification requirements.

Bidders not in attendance for this mandatory pre-bid conference call shall be deemed non-responsive and ineligible for consideration and award of this invitation to bid.

Any required addendum/clarifications will be issued to all potential bidders after the mandatory pre-bid meeting.

For additional information regarding the pre-bid meeting, contact

Laura Lewis  
Campbell County Fiscal Court - Business Analyst  
859-574- 1825  
[llewis@campbellcountky.gov](mailto:llewis@campbellcountky.gov)

#### 2.1 Questions and Answers

All questions and answers will be available online at:

[www.campbellcountky.gov](http://www.campbellcountky.gov)

### 3. Contract Duration

The term of this contract shall be for one calendar year from the date of the bid opening. All prices contained herein will be firm and fixed for the above-mentioned time period.

### 4. Free on Board (F.O.B.) Destination

The net unit bid price shall include delivery charges, Free on Board (F.O.B.) to;

Boone County Public Works  
5645 Idlewild Road  
Burlington, KY 41005  
859-334-3600

Kenton County Public Works  
420 Independence Station Road  
Independence, KY 41051  
859-392-1630

Campbell County Road Department  
1175 Race Track Road  
Alexandria, KY 41075  
859-635-9100

### 5. Delivery

#### 5.1 Delivery Hours

All F.O.B. deliveries made to designated destinations must be between the hours of 8:00 a.m. and 2:30 p.m., Monday through Friday. Delivery time and date set prior to delivery.

## 5.2 Time Period

Delivery of 100% completed truck, per spec, made no later than 180 days or number of days indicated on bid form, whichever is less, after receipt of Purchase Order. Delivery date/number of days must be submitted in writing on bid form. Failure to meet deadline will result in a penalty of 1.5% per total truck cost per day.

## 5.3 Delivery Rejection

If truck is delivered but not 100% complete per specifications per truck order, an automatic penalty of 1.5% the cost of the truck per day will be assessed until delivery of 100% completed truck. Delivery of truck is rejected until truck is 100% completed and final delivery made. Truck will not be worked on county property. Truck will be sent back for completion and delivery will be attempted again. If truck is still not correct, a 3% penalty per day will be assessed. See 5.2 Time Period, for issues concerning deadlines.

## 5.4 Fuel and Diesel Exhaust Fluid

At time of delivery, at least twenty gallons of diesel fuel will be in tanks and the DEF tank will be full.

## 6. Purchase Orders

Delivery to be made after receipt of purchase order. (See 5.2 Time Period)

## 7. Dealers and Service

It will be the responsibility of the awarded vendor/manufacture to provide a list of truck dealers in the Commonwealth of Kentucky and the State of Ohio who are authorized to provide warranty and service repair. This list shall be submitted with the bid.

## 8. Product Specifications

All parts not specifically mentioned, which are necessary to provide a complete unit, or normally furnished as standard equipment shall be furnished. The parts shall conform in strength, quality of material and workmanship to what is normally provided in the industry.

This equipment must meet ALL Federal and State regulations.

Bidders are required to submit with their bids, the latest literature that fully describes the units being bid.

The signing of this bid shall be considered a certification that the model as bid herein is the latest current, model and will include the manufacturer's latest engineering changes. All engine and exhaust combinations will have at least one-year proven compatibility and be in good working order. Production history of engine and exhaust combination must be submitted with bid.

BKCFC will consider performance history of similar equipment, vendor's service and vendor's overall responsiveness to BKCFC and other entities utility of the products.

## 9. Accept or Reject Bids

BKCFC 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. All terms and conditions of the instructions to bidders are part of and incorporate into the contract between BKCFC and the successful bidder.

10. Bidder

Bidder will be responsible for completing truck build as awarded. Sub-contractor is the responsibility of the bidder. One builder.

11. National Bid(s) - Access to national bids can be used to obtain best pricing.

Sourcewell (NJPA)	
Boone County Fiscal Court -	#60,989
Kenton County Fiscal Court -	#79,027
Campbell County Fiscal Court	#84,754

12. Award

It is the intent of BKCFC to award a contract to the lowest responsible bidder meeting specifications. BKCFC reserves the right to determine the lowest responsible bid/offer on the basis of an individual item, group of items, or in any way determined to be in the best interests of BKCFC. Award will be based on the following factors (where applicable): (a) adherence to all conditions and requirements of the bid specifications; (b) price; (c) qualifications of the bidder/offer or, including past performance, financial responsibility, general reputation, experience, service capabilities, and facilitates; (d) delivery or completion date; (e) product appearance, workmanship, finish, taste, feel, overall quality, and results of product testing; (f) maintenance costs and warranty provisions; (g) repurchase or residual value. Bids accepted by BKCFC will be available to all local government and municipalities in Boone, Kenton and Campbell Counties.

13. Kentucky Preference Law

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.

14. Regulatory Compliance

According to KRS 45A.343, the bidder is required to reveal to BKCFC any confirmation of violation of KRS Chapters 136, 139, 141, 337, 338 and 342 by the bidder within the previous five (5) years; and that the bidder has been and is in continuous compliance with the provisions of KRS Chapters 136, 139, 141, 337, 341, and 342 for the duration of the contract. The failure of a bidder to reveal a final determination of a violation to a local government, or to comply with the statutory requirements, is considered grounds for cancellation of a contract and disqualification of the contractor or vendor from eligibility for any BKCFC contracts for a period of two (2) years.

Successful bidder shall comply with the Kentucky Human Rights Act, HRA 344.150-344.270 as amended and any rules and regulations, including, but not limited to the Equal Employment Opportunity EEO 45.550 – 45.640 which is incorporated by reference. Also, the successful bidder shall comply with the Employment Discrimination Act, EDA 344.040, 344.050 as amended.

## **TRUCK SPECIFICATIONS**

### **Cab & Chassis**

1. Conventional cab with a gross vehicle weight rating 19,500 lbs. +, 4 x 4
2. Conventional towing rating 18,000 lbs. +
3. Stabilizer bars front and rear
4. Wheel base 180" +/-
5. Battery 850 CCA +/- dual batteries
6. Alternator 150-amp output +
7. Diesel with block heater
8. Horsepower 320 +
9. Torque lb-ft 720 +
10. Automatic transmission that accepts gear driven PTO.
11. Axle ratio 4.30+
12. Rear axle limited slip / electric locking
13. Fuel tank 38-gallon single fuel tank +
14. Steering standard full power
15. 225/70r 19.5 tires load range (e) or + mud/snow tread
16. Full size spare load range (e) or +
17. Must seat 3 passengers
18. Dark vinyl covered 40/20/40 split bench
19. Interior color is to be dark
20. Rubberized vinyl floor covering
21. Standard instrumentation with oil pressure, water temperature and ammeter gauges
22. Standard heater and air conditioning
23. Standard lighting group/cab lights
24. Intermittent wipers/cruise control
25. Power windows and door locks
26. 4 sets of keys/fobs keyless entry
27. Bluetooth AM/FM radio w/clock
28. Tilt steering wheel
29. Standard 4wd controls
30. Assist handle front passenger side and drivers side a pillars
31. 4 plus auxiliary switches
32. Trailer brake controller
33. Tow Package
34. Wiring and RV plug to rear plate
35. Mirrors standard folding towing power/heated
36. Poly fenders with steel brackets
37. Dump bed UP light in cab
38. All weather floor mats
39. Reverse light mounted on right rear of truck that comes on when in reverse and not blocked by truck or truck accessories.
40. Two amber LED strobes mounted in grill run from their own switch.
41. Factory Snow Plow Package

### **Dump Bed**

1. Dump Body/Bed shall consist of a 9' stainless steel dump body. No Paint.
2. The dump bed sides and front shall be made of 304 2B polished 10-gauge stainless steel.
3. Bed sides are to be 17" high and tailgate end to be 23" high.
4. Bed side top rails to be designed with brackets to receive 2" X 6" side board extensions
5. Dump bed shall have a double acting scissor hoist and sub frame mounted class 40 and rated at a minimum of 11 tons
6. Tailgate to be double acting.
7. ½ cab shield

8. Four in one (stop, turn, back up, strobe) self-contained lights to be mounted in rear of body with in-cab strobe switch operated and separately fused circuitry. Same switch to run both corners of cab shield which will have forward facing strobes plus left/right on respective corner.
9. FMVSS108 lights and reflectors included
10. In cab - switch operated Sander/Utility light to be mounted on rear of body for operator to maintain sight of spreader pattern and flow
11. All dump controls to be mounted in center of cab between seats and clearly marked for ease of driver operation
12. Electric asphalt tarp
13. Equipped with full length spreader chain and have a top and bottom chain plates,
14. Equipped with heavy duty cast type hardware on top and bottom the tail gate.
15. Tailgate shall have fully boxed bracing
16. Bed shall have a solid cab shield
17. Two spring mounted shovel carriers mounted on bed walls so that they do not interfere with driver sight or tarp operation.

#### Hydraulic Pump, Reservoir, Valves and Controls

1. Furnish and install hot shift P.T.O. with direct mount pump.
2. Force VT12 valve kit enclosure baffled with suction strainer indicator, filter, breather, sight gauge, temperature gauge, ball valve, return filter, electric mono block spool valve for bed raise, lower with 500psi relief, pre-wet capable lines disconnects run to rear of truck for spreader with disconnects on drivers' side. Access to all connections from driver's side of truck.
3. Hydraulic reservoir/valve enclosure shall be frame mounted with a minimum of 12-gallon capacity and have a tank mount return line filter with built in breather and externally mounted sight temperature gauge (Force America Inc. Model # VT12 Valve/Tank Assembly or equivalent).
4. Furnish and install Force America 5100 EX spreader control with LCD backlight, switching functions to operate hoist, ground speed capable, pre-wet functions, Spinnaveyor auger, spinner and pre-wet electric-hydraulic valve sections installed in enclosure. System shall operate in closed loop with auger sensor and all necessary ancillary equipment.
5. Furnish and install Force 5100ex joystick proportional control to operate hoist functions.
6. The valve shall contain low leakage rate spools of less than 5 cc/min. at 1000 PSI.
7. Plow lift and turn functions must be able to be operated simultaneous to dump body hoist and spreader functions
8. Electronic control module mounting shall be approved by each county prior to build and include room for mounting two-way radio (CB).

#### Hitch

1. Weld on hitch plate 2 ½" with a receiver and a 2" slip in reducer installed – Weight rating 20,000 lbs.
2. Furnish and install hitch plate with K bracing, D rings, 10-ton pintle hitch, 20,000 LB. capacity.

#### Tailgate Spreader

1. Sander shall be 96" wide under tail gate spreader of stainless-steel construction
2. Direct drive hydraulic motor with 6" single auger
3. Bi-directional flighting to feed material from both sides of trough
4. Discharge opening to have anti flow cover to prevent loss of material while auger is stopped
5. Poly spinner
6. Controls to be tower mounted between the seats for ease of driver operation
7. Nozzles for pre-wet system located to spray on spinner.

#### Prewet System:

Furnish and install 35-gallon frame mount hydraulic prewet system with powder coated straps, suction plumbing, three discharge nozzles, and hydraulic closed loop power unit which is mounted in stainless steel enclosure, low level switch, and all necessary hoses and ancillary plumbing. Pre-wet pump frame mounted on outside of frame, under dump body.

#### Rust & Corrosion Protection

1. All frame and chassis fabrication, under cab, and under dump/utility body shall be rust proofed with corrosion preventive compound meeting MIL-C-62218 specifications.

#### Plow Package

1. Heavy Duty 9 ft. snow plow Western type
2. Powered angling both right and left
3. Hydraulic equipped plow
4. Hydraulic raise and lower
5. Blade guides and stand
6. Hydraulic quick coupler system for ease of installation.
7. Hydraulic pressure relief valve mounted at disconnects.
8. Controls mounted between seats on tower for ease of driver operation
9. Heavy duty quick release 9' western style plow
10. Heated LED plow lights installed on plow assembly. When Heated LED lights are plugged in OEM truck headlights are cancelled.
11. Road watch ambient air and road temperature sensor unit. Sensor location TBD. Readout location TBD. If Force 5100EX can have air/road temperature in display, delete Road watch.

#### Warranty

Bumper to Bumper: 3 years / 36,000 miles

Powertrain: 5 years / 60,000 miles

Safety Restraint System: 5 years / 60,000 miles

Dump bed and hydraulic system warranted against defects and workmanship for 2 years / unlimited miles.

Corrosion 5 years / unlimited miles

#### Miscellaneous.

BKCFC will accept delivery from dealer stock providing that the vehicle bid meets specifications.



**EXCEPTIONS TO SPECIFICATIONS**

1.

2.

3.

4.

5.

6.

Bidder Name (print): \_\_\_\_\_

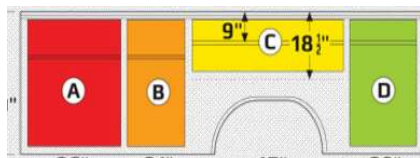
Signature: \_\_\_\_\_

Date: \_\_\_\_\_

## OPTIONS SHEET

1. Mild Steel Dump Bed – Primed and ready for paint - Reduction \$ \_\_\_\_\_

2. Utility Body



- Cabinet depth 19.5"
- LED compartment lighting shall be installed to the inside of each curb street side compartment.
- A lighted rocker switch, power harness with in-line fuse shall be installed with each application.
- A complete undercoating providing an additional layer of corrosion protection shall be applied.
- Spray in bed liner in cargo area and top of boxes.
- Continuous stainless-steel hinges are pry-proof and corrosion-resistant
- Automotive-quality, rotary-style latches make opening and closing easy
- Master Locking System locks down all of the side compartments in one movement.
- Neoprene or similar quality material, door seals and protect compartments from the weather
- The utility body shall be installed on the cab and chassis and painted the same as the cab.
- Headache rack that does not interfere with potential of materials rack installation
- Four in one lights on rear of bed (stop, turn, back up, strobe)

\$ \_\_\_\_\_

3. Utility bed with flip top lids \$ \_\_\_\_\_

4. Weather proof bed slide, 2000 lb capacity – Utility bed \$

5. Extra battery to be charged by vehicle charging system with 3500+ watt power inverter that is turned on/off with in-cab up-fitter switch, powered on/off by ignition.

\$

6. Spray in bed liner equivalent to rhino liner thickness and durability in utility bed \$

7. Overhead materials rack on utility bed, not a ladder rack \$ \_\_\_\_\_

8. Mechanics Utility Bed – PTO driven air compressor with underbody air tanks. Air fittings TBD by county.  
 • Four in one lights on rear of bed (stop, turn, back up, strobe)

\$ \_\_\_\_\_

9. Standard controls for plow, dump bed, and tailgate spreader. Reduction \$ \_\_\_\_\_

10. Delete prewet system. Reduction \$ \_\_\_\_\_

11. VBOX – No Tailgate Spreader

- Buyers #shpe3000 "salt dog" electric driven salt/sand spreader
- (3) cubic yard double wall "poly" hopper (114" long)
- 123.7" long overall x 52.7" high x 49.6" wide

- 6" carbon steel auger with stainless steel trough
- Interlocking gutter system and double door lid
- Stainless steel inverted "v" over auger
- Independent spinner and auger 12-volt dc motors
- Independently powered 12-volt dc vibrator (rated at 400 lbs. Force)
- "Poly" chute and spinner assembly with external adjustable deflector
- Spinner assembly easily removes for cleaning and off-season storage
- 14" poly disc spinner plate
- Black powder coated steel top screens
- #3016934 in cab variable speed controller
- Spreader tie down kit
- Spreader light controlled by switch in cab.
- Fully sleeved fork pockets for easy loading and unloading of vbox into truck.

\$ \_\_\_\_\_

12. VBOX

Same as above, #5, but with prewet system and all necessary controls/equipment.

\$ \_\_\_\_\_

13. VBOX

Same as above, #5, but with prewet system and all necessary controls/equipment for hydraulic powered, stainless steel Vbox.

\$ \_\_\_\_\_

14. FMVSS111 Backup Camera (OEM or Aftermarket with at least 7" monitor, lights and reflectors included.

Camera to be mounted on top of passenger rail/rear corner of dump bed in a protective steel housing. Screen location determined by county.

\$ \_\_\_\_\_

15. Assist Cab Steps

\$ \_\_\_\_\_

16. Paint - Boone and Kenton County – White Cab/Black Mild Steel Dump Bed

\$ \_\_\_\_\_

- Campbell County – Red Cab/Red Mild Steel Dump Bed

\$ \_\_\_\_\_

17. Plow – V Blade - ~9' Electric over hydraulic smart hitch, eliminate hydraulic lines to front of truck

\$ \_\_\_\_\_

18. Plow Deflector – Similar to conveyor belt material

\$ \_\_\_\_\_

19. Flatbed

- Body shall consist of a 9'L X96"W 304 2B stainless steel.
- The bed sides and front shall be made of 304 2B polished 1/8" stainless steel.
- The stainless bulkhead shall be tapered with slotted window
- Four in one lights at rear corners (stop, turn, back up, strobe) Strobe controlled by up fitter switch
- Head ache rack

\$ \_\_\_\_\_

20. Coal shoot in middle of tailgate. Size TBD

21. 20,000lb bolt on pintle hitch, delete receiver.

22. Frost Fighter or equivalent heated windshield/defrost kit for wipers.

\$ \_\_\_\_\_

Diesel Engine

- |  |          |
|--|----------|
| 23. REGULAR CAB CA 60" – 9' Utility Bed  | \$ _____ |
| 24. REGULAR CAB CA 84" – 11' Dump Bed    | \$ _____ |
| 25. REGULAR CAB CA 84" – 11' Utility Bed | \$ _____ |
| 26. CREW CAB CA 60" – 9' Dump Bed        | \$ _____ |
| 27. CREW CAB 60" – 9' Utility Bed        | \$ _____ |
| 28. CREW CAB 84" – 11' Dump Body         | \$ _____ |
| 29. CREW CAB 84" – 11' Utility Body      | \$ _____ |

Gas Engine

- |  |          |
|--|----------|
| 30. REGULAR CAB CA 60" – 9' Dump Bed     | \$ _____ |
| 31. REGULAR CAB CA 60" – 9' Utility Bed  | \$ _____ |
| 32. REGULAR CAB CA 84" – 11' Dump Bed    | \$ _____ |
| 33. REGULAR CAB CA 84" – 11' Utility Bed | \$ _____ |
| 34. CREW CAB CA 60" – 9' Dump Bed        | \$ _____ |
| 35. CREW CAB 60" – 9' Utility Bed        | \$ _____ |
| 36. CREW CAB 84" – 11' Dump Body         | \$ _____ |
| 37. CREW CAB 84" – 11' Utility Body      | \$ _____ |



**BOONE COUNTY**  
KENTUCKY



**BID FORM - BKCFC - 1.5 Ton - 08052021 B**

**Bid Form must be used. If not the bid will be rejected.**

The undersigned certifies that they have familiarized themselves with the Requirements/Specifications of No.08052021 B and with full knowledge thereof proposes to provide said equipment to the Boone, Kenton & Campbell Fiscal Courts. The bidder affirms that the materials/services provided will comply with all Federal, State and local regulations.

Date	
Name of Bidder	
Official Title	
Company	
Address	
Federal ID #	
Phone #	
Fax #	
Email	
Signature	

DELIVERY MADE WITHIN  DAYS FROM ISSUANCE OF PURCHASE ORDER - 180 DAYS MAXIMUM

OPTIONS
---------

1) \$		Reduction	19) \$		37) \$	
2) \$			20) \$			
3) \$			21) \$			
4) \$			22) \$			
5) \$			23) \$			
6) \$			24) \$			
7) \$			25) \$			
8) \$			26) \$			
9) \$		Reduction	27) \$			
10) \$		Reduction	28) \$			
11) \$			29) \$			
12) \$			30) \$			
13) \$			31) \$			
14) \$			32) \$			
15) \$			33) \$			
16) \$			34) \$			
17) \$			35) \$			
18) \$			36) \$			

AUTHENTICATION OF BID AND AFFIDAVIT OF NON-COLLUSION AND NON-CONFLICT OF INTEREST

I hereby swear (or affirm) under the penalty for false swearing as provided by KRS 432.170: That I am the bidder (if the bidder is an individual, a partner (if the bidder is a partnership) or an officer or employee of the bidding corporation having authority to sign on its behalf (if the bidder is a corporation);

That the attached bid or bids covering Boone County and Kenton Fiscal Courts, has been arrived at by the bidder independently and have been submitted without collusion with, and without any agreement, understanding or planned common course of action with any other vendor or materials, supplies, equipment or services described in the invitation to bid, designed to limit independent bidding or competition;

That the contents of the bid or bids 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 or bids and will not be communicated to any such person prior to the official opening of the bid or bids;

That the bidder is legally entitled to enter into the contracts with the Boone County and Kenton County Fiscal Courts and is not in violation of any prohibited conflict of interest, including those prohibited by the provisions of KRS 164.390, 16.092, 61,096 and 42.990; and

(Applicable to corporations only) That as a foreign corporation we are registered with the Secretary of State, Commonwealth of Kentucky, and authorized to do business in the State \_\_\_\_\_ or,  
That as a domestic corporation we are in good standing with the Secretary of State, Commonwealth of Kentucky \_\_\_\_\_. (Check the statement applicable.

That I have fully informed myself regarding the accuracy of the statements made in this affidavit.

NOTICE

Any agreement of collusion among bidders or prospective bidders which restrains, tend to restrain, or is reasonably calculated to restrain completion by agreement to bid at a fixed price, or to refrain from bidding or otherwise, is prohibited. The provision of KRS 355.080 and 305.000 which permit the regulation of resale price by contract do not apply to sales to the State, no sales to Local Governments.

Any person who violates any provisions of Kentucky Revised Statue 42.076 shall be guilty of a felony and shall be punished by a fine not less than five thousand dollars nor more than ten thousand dollars, or be imprisoned not less than one year no more than five years, or both such fine and imprisonment. Any firm, Corporation or association which violates any of the provision of KRS 42.076 shall, upon conviction, be fined not less than ten thousand dollars no more than twenty thousand dollars.

In submitting this bid on the Bid Form, it is expressly agreed that upon proper acceptance by BKCFC of any or all items bid, a contract shall hereby be created with respect to the items accepted.

Signed by: \_\_\_\_\_ Date \_\_\_\_\_

Firm/Company \_\_\_\_\_

Address & Phone \_\_\_\_\_

## 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 Contractors Claiming Resident Bidder Status. The BIDDING AGENCY reserves the right to request documentation supporting a bidder's claim of resident bidder status. Failure to provide such documentation upon request shall result in disqualification of the bidder or contract termination.

A nonresident bidder shall submit, along with its response, its certificate of authority to transact business in the Commonwealth as filed with the Commonwealth of Kentucky, Secretary of State. The location of the principal office identified therein shall be deemed the state of residency for that bidder. If the bidder is not required by law to obtain said certificate, the state of residency for that bidder shall be deemed to be that which is identified in its mailing address as provided in its bid.

**Preferences for a Qualified Bidder or the Department of Corrections, Division of Prison Industries.**

Pursuant to 200 KAR 5:410, and KRS 45A.470, Kentucky Correctional Industries will receive a preference equal to twenty (20) percent of the maximum points awarded to a bidder in a solicitation. In addition, the following “qualified bidders” will receive a preference equal to fifteen (15) percent of the maximum points awarded to a bidder in a solicitation: Kentucky Industries for the Blind, any nonprofit corporation that furthers the purposes of KRS Chapter 163 and any qualified nonprofit agencies for individuals with severe disabilities as defined in KRS 45A.465(3). Other than Kentucky Industries for the Blind, a bidder claiming “qualified bidder” status shall submit along with its response to the solicitation a notarized affidavit which affirms that it meets the requirements to be considered a qualified bidder- affidavit form included. If requested, failure to provide documentation to a public agency proving qualified bidder status may result in disqualification of the bidder or contract termination.



**REQUIRED AFFIDAVIT FOR BIDDERS, OFFERORS AND CONTRACTORS**  
**CLAIMING RESIDENT BIDDER STATUS** - Solicitation/Contract #:08052021 B

**FOR BIDS AND CONTRACTS IN GENERAL:**

The bidder or offer or 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 BIDDING AGENCY (Campbell County Fiscal Court) reserves the right to request documentation supporting a bidder's claim of resident bidder statue. 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: \_\_\_\_\_  
\_\_\_\_\_

Subscribed and sworn to before me by: \_\_\_\_\_

of \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
(Company Name)

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

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
My commission expires

## LIST OF VENDORS

JEFF WYLER BUICK/GMC  
1154 BURLINGTON PIKE  
FLORENCE KY, 41042  
ATTN: ROBERT WHEELER

TOM GILL CHEVROLET  
7830 COMMERCE DRIVE  
FLORENCE KY, 41042  
ATTN: MEL LEHRNER

AIRPORT FORD INC.  
8001 BURLINGTON PIKE  
FLORENCE, KY 41042  
ATTN: COMMERCIAL FLEET SALES

JEFF WYLER  
1154 BURLINGTON PIKE  
FLORENCE, KY 41042

ZIMMER  
1086 BURLINGTON PIKE  
FLORENCE, KY 41042  
ATTN, VICTOR HODGE

BOB HOOK CHEVROLET  
4144 BARDSTOWN ROAD  
LOUISVILLE, KY 40218  
ATTN: ROGER HOOM  
rhoon@bobhook.net  
[www.bobhook.com](http://www.bobhook.com)

JEFF WYLER  
100 ALEXANDRIA PIKE,  
FORT THOMAS, KY 41075  
ATTN: TOM GLEASON

RICK L. AUSBROOKS  
OWNER / SENIOR CONSULTANT  
COMMERCIAL TRANSPORTATION SOLUTIONS, LLC.  
BOWLING GREEN, KENTUCKY  
Rick Ausbrooks [rick@cts-ky.net](mailto:rick@cts-ky.net)

BILL COLLINS FORD  
4220 BARDSTOWN ROAD  
LOUISVILLE, KY 40218  
ATTN: DON HATFIELD

PAUL MILLER FORD  
975 NEW CIRCLE ROAD  
LEXINGTON, KY 40505  
ATTN: BRAD FERGUSON

HAAG FORD INC.  
U.S.50 EAST  
LAWRENCEBURG, IN 47025  
ATTN: JIM FUCHS

MARK WILLIAMS AUTOMOTIVE GR.  
600 OHIO PIKE  
CINCINNATI OH 45245  
ATTN: BRIAN WILLIS