



**REQUEST FOR PROPOSALS**

**Design Build Services  
Robert Coleman Spray Ground and Restroom Facility**

**Paducah, Kentucky**

**ISSUE DATE: March 19, 2025**

**DUE DATE: April 2, 2025**

Contract Manager: Amie Clark, Director of Parks & Recreation

Contact Information: [aclark@paducahky.gov](mailto:aclark@paducahky.gov)



**CITY OF PADUCAH, KENTUCKY**  
**REQUEST FOR PROPOSALS DESIGN BUILD CONSTRUCTION SERVICES**  
**ROBERT COLEMAN PARK SPRAY GROUND AND RESTROOM FACILITIES**

**INVITATION**

The City of Paducah Parks and Recreation Department is seeking proposals for the renovation of an existing spray ground and restroom facility located at Robert Coleman Park in Paducah's southside neighborhoods. Respondents should include all aspects of design and construction services (design-build) for pool circulation and filtration equipment and related piping, plumbing, water play features and amenities, improved play surfaces, restroom facilities, shade structures, and site furnishings.

The City of Paducah is accepting responses to this Request for Proposals (RFP) from organizations that are:

- a) licensed/certified to operate in the Commonwealth of Kentucky;
- b) experienced in working with the design and construction of aquatic facilities;
- c) experienced in working with the Kentucky Building Code and the Kentucky Department of Public Health in the area of aquatics;
- d) experienced in designing aquatic facilities, according to the national standards for Parks and Recreation Agencies;
- e) experienced in ensuring all renovations meet Kentucky Public swimming and Bathing Facilities Regulations.

Organizations responding to this RFP must be prepared to undertake, in the most efficient manner, all aspects of design-build services.

Respondents to this RFP will be expected to meet or exceed the minimum qualifications set forth in this RFP. The intent of this RFP is to identify those entities that are qualified and capable of completing the contracted services for the City of Paducah, Parks and Recreation Department. Organizations are invited to submit a proposal as described herein by the submission deadline set for **10:30 am on Wednesday, April 2, 2025**.

**BACKGROUND**

In 2005, the City of Paducah Parks and Recreation Department converted a city pool to an above ground spray pad with restroom facility. Since that time, the spray ground facilities have undergone several repairs to the filtration system and replacement of the features.

**SELECTION PROCESS AND CRITERIA** The Selection Committee, comprised of representatives from the City of Paducah, will review and evaluate all responses to this RFP and will identify qualified entities according to the evaluation criteria.

Respondents must meet or exceed the following criteria:

1. The entity must be legally capable of operating within the Commonwealth of Kentucky.

2. The entity must, at its own expense, procure all permits, certificates, and licenses required by law for the execution of this project.
3. The entity must comply with all federal, state and local laws, ordinances or rules and regulations relating to the performance of the work.
4. The entity must provide no fewer than three references from clients with similar projects.
5. The entity must be able to provide insurance in accordance with the City's requirements.
6. The entity will be required to obtain a Paducah Business License to perform the work and the business license will need to be kept current throughout the duration of the contract.
7. The entity will be required to withhold and submit payroll tax to the City of Paducah.
8. The entity may be asked to provide a roster of employees and subcontractors used for the contracted services with the City of Paducah.
9. The entity must have experience in working with the design and construction of aquatic facilities.
10. The entity must have experience in working with the Kentucky Building Code and the Department of Health and Human Services in the area of aquatics.
11. The entity must be in good standing with the City of Paducah and McCracken County.

The City of Paducah reserves the right to accept or reject any or all proposals. All proposals become the property of the City of Paducah. The City of Paducah has the right to waive any irregularities in the Request for Proposals process. The City of Paducah reserves the right, at its sole discretion, to terminate this process at any time or reject any or all proposals without penalty prior to the execution of an agreement with the selected agency. Any agreement resulting from this process shall be done so as deemed in the best interests of the City.

The City has a variety of ordinances and policies which may or may not apply to a subsequent agreement including, but not limited to background checks of employees, licensing requirements, and others. Application of these requirements will be determined based on the structure of any subsequent agreement.

### **SELECTION**

The City's selection committee will review all proposals after the RFP deadline has expired. The City reserves the right to contact respondents with request(s) for additional clarification. The selection committee will evaluate the proposals based upon the specifications and scoring criteria referred to herein and make a determination as to which bid is in the best interest of and/or provides the best value to the City of Paducah. It should be noted that the lowest bid is not always deemed to be the "best" bid, as is illustrated by the scoring criteria below.

### **SCORING CRITERIA**

Proposals will be scored according to the following criteria and associated weight:

- Qualifications and Experience – 25 points
- Project Design Ideas and Suggestions – 15 points
- Estimated Project Costs – 20 points
- References – 15 points
- Past History with the City – 10 points
- Project Timeline, Expected Completion Date – 15 points

### **CONTRACT NEGOTIATION**

The City will enter into contract negotiations with the preferred agency soon after the completion of the selection process. The finalists not selected will be placed on standby pending the successful completion of contract negotiations and ratification of the contract by all parties.

## **RECOMMENDATION**

The selection committee will make a recommendation to the Board of Commissioners for approval of a negotiated contract with the selected agency.

## **APPROVAL**

The Contract Agreement must be considered for approval by the Board of Commissioners prior to execution of the contract. Once approved, a contractual agreement will be executed with the selected firm.

## **CONTRACT AWARD AND NOTICE TO PROCEED**

The City will issue a Notice of Award and a Notice to Proceed to the selected Contractor in the days following approval by the Board of Commissioners. The contractor will have 10 days from the time of the notification to secure all associated licenses and permitting required for the advancement of the project.

## **SCOPE OF SERVICES**

The Scope of Work, including but not limited to:

1. Review Existing Conditions
  - a) Coordination of onsite visits with the City Team to review, evaluate, and assess the current facility and property, infrastructure, operations, deficiencies, etc.
  - b) Review of as built plans from the previous renovation
2. Design and Engineering Services
  - a) Provide a quality public aquatics play facility for families and children.
  - b) Coordination of meetings with owner to discuss needs and building program to include requirements of the spaces to be designed
  - c) Coordination of public engagement opportunities to include meetings, surveys, etc.
  - d) Written program and scope of work narrative to include site needs, building and facility renovation and construction needs, architectural design, civil, electrical, and mechanical engineering needs
  - e) Submission of all design elements to the City for review prior to construction.
  - f) Development of design package to include facility layouts, mechanical and chemical systems, details, building plans, and deck plans
  - g) Development of opinion of cost
  - h) Provide presentations to the City Commission of plans and cost estimates for review and discussion
  - i) Development of construction documents
  - j) Acquisition of required permitting and approvals
  - k) Construction Administration and Management of the design build project
3. Construction/Build Services
  - a) Project coordination and construction management to include:
    1. Pre-Construction Meeting(s)
    2. Weekly site visits with the owner and contractor,
    3. Bi-Monthly project meetings with owner and contractor to include meeting agendas and minutes distributed to owner and contractor
    4. Submission of RFI's and Contract Modifications to owner for review and approval
    5. Submission of payment requests to owner for review and approval
    6. Development of punch list items for review and completion by contractor
    7. Project Close Out
  - b) Address deficiencies identified in site visit(s)

- c) Demolish and remove all existing facility electrical and mechanical equipment and deck equipment, if determined necessary
  - d) Demolish existing pump house and construct new facility to house pump/mechanical equipment, storage areas for chemicals and janitorial, and heated restroom facilities to service the public during park hours
  - e) Replace and furnish all new circulation and filtration equipment and related piping/plumbing
  - f) Provide water play features and amenities
  - g) Provide flatwater, preferably with a zero-depth entry
  - h) Furnish and install all required safety equipment and include shade elements and structures
  - i) Furnish and install safety surface for water play
  - j) Complete any backfilling or ground work to finish surface areas
4. Compensation
- a) Provide itemization of services provided as specified herein with pricing breakout
  - b) Provide itemization of services available and not specified herein with pricing breakout
  - c) Provide total cost for services provided
5. Project Schedule
- a) Provide project timeline and anticipated completion schedule for the project to include design and construction

It is understood that except as otherwise specifically stated in the contract, the vendor shall provide and pay for all materials, labor, tools, equipment, and transportation of every item, necessary to execute, complete and deliver the work within the specified time.

Permits and licenses (including the City of Paducah) necessary for the execution of work shall be secured by the vendor but no fees will be charged to the vendor.

All supplies and material shall be new.

Any work necessary to be performed after regular working hours, such as work performed on Sundays or legal holidays shall be performed without additional expense to the City of Paducah.

**EXISTING CONDITIONS**

The vendor, in undertaking the work under this contract, is assumed to have reviewed the site and to have taken into consideration all conditions which might affect the work. No consideration will be given to any claims based on lack of knowledge of existing conditions.

Site can be viewed online via Google Earth, as well as the City’s website at the following addresses:

Google Earth – 1100 Walter Jetton Blvd

City’s website – [Robert Coleman Park | City of Paducah \(paducahky.gov\)](http://www.paducahky.gov)

The existing site is 3000 sq ft of aquatic facility space that includes in ground and above ground water features and sprays, a 600 sq ft building housing 2 restrooms, mechanical room and storage, and a recirculating filtration system. The site includes one confined entry space that is a water holding tank with 2200 gal capacity.

## **PROPOSAL TIMELINE**

### 1. RFP Issued

This RFP is officially issued on Wednesday, March 19, 2025.

### 2. Proposals Due

Your completed proposals are due back to the City Clerk's Office by 10:30 am, Wednesday, April 2, 2025. Please submit 3 hardcopies by mail or hand deliver to:

**City Clerk's Office  
City of Paducah  
Attn: Coleman Park Project  
300 S. 5<sup>th</sup> Street  
Paducah, Kentucky 42003**

### 3. Review and Selection

Proposals will be reviewed and scored using Rubric attached. The best evaluated bid will be recommended to the Board of Commissioners for approval.

### 4. Board of Commissioners Project Award

The Contract Agreement must be considered for approval by the Board of Commissioners prior to execution of the contract. Once approved, a contractual agreement will be executed with the selected firm.

## **CONTENT OF PROPSAL**

At a minimum, the following information should be included in the response to this RFP. This outline is not all-inclusive, and respondents can provide additional information as deemed appropriate. To ensure a uniform review process and to obtain the maximum degree of comparability, the submissions in response to this RFP must be organized in the following manner:

### 1. General Information

- a) Provide a transmittal letter that specifically states the respondent's understanding of the work to be accomplished and briefly outlines the respondent's strengths in providing the required services. The letter should also state that the respondent meets or exceeds the minimum qualification criteria outlined previously. The letter should also clearly express any specific competitive advantage the responding firm brings to the project. This letter should be signed by an authorized corporate officer for each entity included as a team proposal. Provide confirmation that the respondent is authorized to make the proposal.
- b) Include the name of respondent's firm/entity, address, telephone number, name of contact person, and the title of the RFP.
- c) Provide a description of the proposing entity's current legal status (i.e. Corporation, Partnership, Sole Proprietor, Joint Venture, etc.)
- d) Provide the proposing entity's current Federal Identification Numbers.
- e) Provide estimated project timeline and completion date, keeping in mind that the City intends to open the Spray Ground to the public on Memorial Day 2026 and will require a liquidated damages provision for late completion in the ultimate contractual agreement.
- f) Provide estimated project costs.

### 2. Background and Qualifications

- a) Provide a profile of the responding organization and describe its legal and organizational structure. The respondent must identify and distinguish between its own experience and

qualifications and that of any parent entity, predecessor and/or wholly-owned or partially-owned subsidiary of the respondent. If the respondent is a newly formed entity comprised of multiple individuals or entities that is compiling projects from prior experience, respondent must state this clearly.

- b) Provide a copy of any organization profile, sales brochure, or other documentary information pertaining to the organization.
  - c) Provide resumes of key personnel of the organization. To include the name and contact information for the **primary contact** that will be tasked with the completion of the scope of services described herein.
  - d) Provide the year and month when the organization was formed. Provide the number of years the organization has been in business.
  - e) Provide the organization's experience in providing scope of services to other similar organizations.
  - f) Provide the organization's past experience with the City of Paducah or McCracken County (if applicable).
3. Compensation
- a) The respondent shall provide a proposed cost for the provision of the scope of services defined herein for the City's consideration, to include an itemized cost for services provided, services available, purchase of products and materials, freight, and any and all labor.
4. Duration
- a) All proposals must be valid for a minimum of 90 days after proposal opening.
5. Costs
- a) Proposers responding to this RFP do so solely at their own expense, and the City is not responsible for any Proposer's expense associated with responding to this RFP.
6. Return of Proposals
- a) All proposals become the property of the City and will not be returned to the proposer. Once received and opened the contents of the proposal will be placed in the public domain and be open to public disclosure pursuant to state law.
7. Alternate Proposals
- a) It is not the intention of the specifications contained herein to eliminate any proposer, however, quoted items must equal or exceed specifications herein. Alternate proposals will be accepted for consideration only when such alternates have been requested in writing by the proposal prior to proposal submission deadline.
8. Bid Bond
- a) Proposal must include
9. Submission
- a) Proposals submitted after the deadline will not be accepted and will be returned to the proposer.
  - b) Digital copies of proposals will not be accepted.

- c) The City is not responsible for the premature opening of, or failure to open, a proposal that is not properly addressed or identified.

10. Contractual Agreement

- a) This request for proposals does not constitute an offer by the Owner to enter into a contract and is not an offer which can be accepted by the proposer to form a contract. A Contractual Agreement shall be executed with the selected firm after Board of Commission approval of accepted proposals.

**COMPLIANCE WITH LAWS**

The selected consultant agrees to be bound by all Federal, State, and Local laws, regulations, and directives as they pertain to the performance of the agreed upon contract.

**CONTACTING THE CITY**

No person or entity submitting a Proposal in response to this RFP, (nor any officer, employee, agent, representative, relative or vendor representing such a person/entity), may contact or engage in discussion concerning the award of this contract with any member, officer, Commissioner, or employee of the City of Paducah during the period beginning on the date of Proposal issue and ending on the date of selection of the vendor except as follows:

Contact with City of Paducah staff during such time period must be limited to technical questions and must be submitted in writing. Any and all questions and requests for clarifications or information pertaining to this request for proposal shall be submitted in writing not later than March 26, 2025 to Amie Clark by email at aclark@paducahky.gov. No oral questions will be answered. The City may issue supplemental information at any time. Any contact with City staff other than through this means shall be grounds for disqualification of the proposer.

**CHANGES TO REQUEST FOR PROPOSALS**

Any change or clarification to this solicitation, procurement process or conditions will be issued in the form of written Addendum to the RFP, which will be issued as follows: digital Addendum available on the City's website at www.paducahky.gov/Request-for-Bids . Proposers are responsible for making themselves aware of, obtaining and incorporating any changes made in any Addendum to their final proposal. Each proposer shall acknowledge their receipt of Addenda in his/her proposal. All Addenda so issued shall become part of the Contract documents.

**PERFORMANCE AND PAYMENT BONDS**

Contract Performance and Payment Bonds KRS 45A.435

- 1. When a construction contract is awarded in an amount in excess of one hundred thousand dollars (\$100,000.00), the following bonds shall be furnished to the local public agency, and shall become binding on the parties upon the award of the contract:
  - a. Performance Bond  
The vendor will be required to furnish a one hundred (100) percent performance bond. Bond shall be furnished within ten (10) working days after receipt of Notice of Award.

Should the vendor fail to perform as indicated herein the City reserves the right to procure the required services elsewhere at its discretion, either temporarily or permanently, and to either suspend or cancel all or part of the contract. Should such action be taken, the vendor shall be responsible for all excess costs incurred by the City. In addition, should the vendor fail to perform as indicated herein the performance bond may be forfeited in part or in its entirety.



b. **Payment Bond**

The vendor will be required to furnish a payment bond in an amount equal to one hundred (100) percent of the contract amount to assure payment as required by any or all persons supplying labor and materials in the execution of the work provided herein. Bond shall be furnished within ten (10) working days after receipt of Notice of Award.

Attorneys-in-fact who sign bid Bonds, Payment Bonds, or Performance Bonds must file with each bond a certified and effective dated copy of their power of attorney.

Nothing in this section shall be construed to limit the authority of the local public agency to require a performance bond or other security in addition to those bonds, or in circumstances other than specified in subsection (1) of this section, including, but not limited to, bonds for the payment of taxes and unemployment insurance premiums.

**BID BONDS**

Bid Bonds KRS 45A.430

1. Bidder security shall be required for all competitive sealed bidding for construction contracts when the price is estimated by the local public agency to exceed one hundred thousand dollars (\$100,000.00). Bidder's security shall be a bond provided by the surety company authorized to do business in the Commonwealth, or the equivalent in cash, in a form satisfactory to the local public agency. Nothing herein prevents the requirement of such bonds on construction contracts under one hundred thousand dollars (\$100,000.00) when the circumstances warrant.
2. Bidder's security shall be in an amount equal to at least five (5) percent of the amount of the bid.
3. When the invitation for bids requires that bidder security be provided, noncompliance requires that the bid be rejected, provided, however, that the local public agency may set forth by regulation exceptions to this requirement in the event of substantial compliance.
4. After the bids are opened, they shall be irrevocable for the period specified in the invitation for bids, provided that, if a bidder is permitted to withdraw his bid before award because of a mistake in the bid as allowed by law or regulation, no action shall be had against the bidder or the bidder's security.

**RETAINAGE**

The City will hold ten (10) percent of the construction cost as retainage until final walk through, approval, and close out.

**FAILURE TO PERFORM**

Any vendor awarded a contract who fails to fulfill all obligations on this contract may be disqualified from bidding on any City of Paducah proposal for a period of up to five (5) years. Should the vendor fail to perform as indicated herein the City of Paducah reserves the right to procure the required services elsewhere at its discretion, either temporarily or permanently, and to either suspend or cancel all or part of the contract. Should such action be taken, the vendor shall be responsible for all excess costs incurred by the City of Paducah.

**TERMINATION FOR CAUSE**

City may terminate a contract because a vendor fails to perform its contractual duties. If a vendor is determined to be in default, City shall notify the vendor in writing and may either 1) terminate the contract immediately or 2) set a date by which the vendor shall cure the identified deficiencies. City may proceed with termination if the vendor fails to cure the deficiencies within the specified time. A default in performance by a vendor for which a contract may be terminated shall include, but not be limited to:

- Failure to make delivery within the time specified or according to a delivery schedule fixed by the contract;
- Failure to diligently advance the work under a contract for services;
- The filing of a bankruptcy petition by or against the vendor; or
- Actions that endanger the health, safety or welfare of City or its citizens.

In the event that, during the terms of this Contract, funds are not appropriated for the payment of the City's obligations hereunder, the City's rights and obligations herein shall terminate on the last day for which an appropriation has been made.

**AT WILL TERMINATION**

Notwithstanding the above provisions, the City may terminate this contract at will in accordance with the law upon providing thirty (30) days written notice of that intent. Payment for services or goods received prior to termination shall be made by the City provided those goods or services were provided in a manner acceptable to the City. Payment for those goods and services shall not be unreasonably withheld.

**SAFETY**

Vendor must perform work in a safe and timely fashion, maintain a clean and safe work environment, follow safety requirements established by OSHA and the City of Paducah, and may be required to provide safety equipment. If, in the opinion of the City, safety precautions are not in existence, work will cease immediately until corrective action is taken. Work will begin again only when vendor demonstrates to the satisfaction of the City that conditions are without risk. The vendor is responsible for any damage to the work area and/or surrounding areas.

**INSURANCE REQUIREMENTS**

The successful Proposer, as the primary and noncontributory party, covenants and agrees to maintain and keep in force during the term of the contract worker's compensation, property, casualty and general liability in the following minimum amounts:

Type of Insurance	Limits
Worker's Compensation	Statutory
Commercial General Liability	\$1,000,000 (per occurrence)/\$2,000,000 (aggregate)
Professional Liability	\$1,000,000
Commercial Automobile Liability	\$1,000,000
Professional Liability	\$1,000,000

On all general and automobile liability policies of insurance, as primary and noncontributory, vendor shall have the City named as an additional insured and shall further require that their liability carrier(s) notify the City at least thirty (30) days prior to the effective date of any change(s) in or cancellations of said insurance policies. A waiver of subrogation shall also be provided for all insurance policies. A current copy of proposer's insurance certificate providing proof of insurance as stated above must be on file with the City prior to bid award. Submission of insurance certificate copy may be included with the proposal package.

**TITLE VI**

The selected consultant agrees to abide by Federal, State, and Local laws and regulations, and directives as they pertain to Title VI.

### **EQUAL OPPORTUNITY STATUTES**

The City of Paducah is an equal opportunity employer and does not discriminate on the basis of race, color, religion, sex, national origin, age, marital status, physical or mental disability, or any other characteristic protected by law. The City of Paducah is also committed to employing only United States citizens and aliens who are authorized to work in the United States. The City of Paducah complies with the Immigration Reform and Control Act of 1986. Therefore, the successful Proposer must demonstrate to the satisfaction of the City of Paducah that he also conforms to all Federal, state, and local equal opportunity statutes. Further, the vendor will reimburse the City of Paducah for any damages incurred due to any violation of the above mentioned statutes by the vendor while under contract to the City of Paducah.

### **DISCRIMINATION**

The vendor agrees that in the performance of this agreement with the City, he/she will not discriminate against any workers because of race, creed, color, religion, national origin, handicap, sex, sexual orientation or gender identity and will comply with all applicable Federal, State or local laws and regulation prohibiting such discrimination. The aforesaid provision shall include, but not be limited to the following: Employment and upgrading, demolition or transfer, recruitment and recruitment advertising, lay-off or termination, rates of pay or other forms of compensation, selection for training including apprenticeship. The vendor agrees to post thereafter in conspicuous places, available for employees and all applicants for employment, notices setting forth the provisions of the above non-discrimination clause. The vendor further agrees to insert the foregoing provision in all sub-contracts hereunder.

### **PROHIBITED INTEREST**

No member officer, or employee of the City or the Vendor during his tenure or for one year thereafter shall have any financial interest, direct or indirect, in this Contract or the proceeds thereof as identified in KRS 45A.340. The City and the Vendor shall comply with the requirements of the Executive Branch Code of Ethics KRS Chapter 11 A.

### **CONFLICTS OF INTEREST**

**All Proposers are responsible for complying with the following KRS 45A.455: Conflicts of Interest - Gratuities and Kickbacks - Use of Confidential Information.**

It shall be a breach of ethical standards for any employee with procurement authority to participate directly in any proceeding or application; request for ruling or other determination; claim or controversy; or other particular matter pertaining to any contract or subcontract, and any solicitation or proposal therefore, in which to his knowledge: He, or any member of his immediate family has a financial interest therein; or a business or organization in which he or any member of his immediate family has a financial interest as an officer, director, trustee, partner, or employee, is a party; or any other person, business, or organization with whom he or any member of his immediate family is negotiating or has an arrangement concerning prospective employment is a party. Direct or indirect participation shall include but not be limited to involvement through decision, approval, disapproval, recommendations, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing, or in any other advisory capacity. It shall be a breach of ethical standards for any person to offer, give, or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment, in concoction with any decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling or other determination, claim or controversy, or other particular matter, pertaining to any contract or subcontract any solicitation or proposal therefore.

It is a breach of ethical standards for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the price vendor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order. The prohibition against conflicts and gratuities and kickbacks shall be conspicuously set forth in every local public agency written contract and solicitation therefore. It shall be a breach of ethical standards for any public employee or former employee knowingly to use confidential information for his actual or anticipated personal gain, or the actual or anticipated personal gain of another person. For further information on the conflict of interest statutes, see the “Recovery of Value of Anything Transferred or Received in Breach of Ethical Standards” at KRS 45A.460, and “Definitions for Terms Used in KRS 45A.445 to 45A.460” at KRS 45A.445.

**WARRANTY**

Warranty information on materials and labor should be provided by the vendor as part of the bid proposal and include a minimum 5-year manufacturer’s warranty on all parts and equipment, and a 1-year workmanship warranty on all labor.

**SITE VISIT**

To arrange a site visit, please contact the Parks office at 270-444-8508 or email to [aclark@paducahky.gov](mailto:aclark@paducahky.gov).

**STATEMENT REQUIRED PURSUANT TO KRS 45A.395**

The provisions of KRS 45A.395 require that any bidder or offeror submit a sworn statement in conformity with such statute as a prerequisite to a determination that such bidder or offeror is a responsible bidder.

The undersigned, individually and as the \_\_\_\_\_  
(office or title) of \_\_\_\_\_ (bidder or  
offeror) states under penalty of perjury that neither he (she), nor, to the best of his (her) knowledge,  
anyone acting on behalf of Bidder or Offeror, has knowingly violated any provision of the campaign  
finance laws of the Commonwealth of Kentucky and that the award of a contract to the Bidder or Offeror  
will not violate any provision of the campaign finance laws of the Commonwealth. "Knowingly" means,  
with respect to conduct or to a circumstance described by a statute defining an offense, that a person is  
aware or should have been aware that his conduct is of that nature or that the circumstance exists.

This \_\_\_\_\_ day of \_\_\_\_\_, 2025

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

**VENDOR’S STATEMENT PURSUANT TO KRS 45A.343**

45A.343 Local Public Agency may adopt provisions of KRS 45A.345 to 45A.460 – Effect of adoption – Contracts required to mandate revealing of violations of and compliance with specified KRS chapters – Effect of nondisclosure or noncompliance.

The undersigned, as a duly authorized office of \_\_\_\_\_ pursuant to KRS45A.343 states;

1. To the best of my knowledge, information and belief, \_\_\_\_\_ has not been finally determined to have violated any of the provisions of KRS Chapters 136, 139, 141, 337, 338, 341, or 342 that apply to it within the five (5) year period preceding this statement.
2. \_\_\_\_\_ acknowledges that it will be required to be in compliance with those provisions of KRS Chapters 136, 139, 141, 337, 338, 341, and 342 that apply to it for the duration of the Contract to be entered into with the City of Paducah, KY.
3. \_\_\_\_\_ acknowledges that if it fails to reveal any final determination of violation of KRS chapters 136, 139, 141, 337, 338, 341, 342, or to comply with the applicable provision of those statues for the duration of the aforesaid contract, such shall be grounds for the City of Paducah, Kentucky to:
  - a. Cancel its contract with \_\_\_\_\_, and;
  - b. Disqualify \_\_\_\_\_ from eligibility for future contracts awarded by the City of Paducah for a period of two (2) years.

This \_\_\_\_\_ day of \_\_\_\_\_, 2025

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

\_\_\_\_\_  
Print Name, Title

\_\_\_\_\_  
Signature

## **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.

### **KRS 45A.490 Reciprocal Preference for Kentucky Resident Bidders**

Definitions for KRS 45A.490 – 45A.494

As used in KRS 45A.490-45A.494:

1. “Contract” means any agreement of a public agency, including grants and orders, for the purchase or disposal of supplies, service, 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, associate, 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 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.

**Preference 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 the individuals with sever 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 request, 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 Vendors Claiming Qualified Bidder Status**

For Bids and Contracts in General:

1. The bidder or offeror swears and affirms under penalty of perjury that the entity bidding, and all subcontractors therein, meets the requirements to be considered a “qualified bidder” in accordance with 200 KAR 5:410(3); and will continue to comply with such requirements for the duration of any contract awarded. Please identify below the particular “qualified bidder” status claimed by the bidding entity.
  - a. \_\_\_\_\_ A nonprofit corporation that furthers the purposes of KRS Chapter 163
  - b. \_\_\_\_\_ Per KRS 45A.465(3), a “Qualified nonprofit agency for individuals with severe disabilities” means an organization that:
    - i. Is organized and operated in the interest of individuals with severe disabilities; and
    - ii. Complies with any applicable occupational health and safety law of the United States and the Commonwealth; and
    - iii. 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 (75) percent of the man hours of direct labor required for the manufacture or provision of the products or services; and
    - iv. 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 \_\_\_\_\_, 2025.  
Company Name

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

[seal of Notary & ID]

My Commission expires: \_\_\_\_\_

**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 (1) 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 worker's 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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

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

Address \_\_\_\_\_

Subscribed and sworn to before me by \_\_\_\_\_  
Affiant Title

of \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

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

[Seal of Notary & ID]

My commission expires: \_\_\_\_\_

**CITY OF PADUCAH PARKS & RECREATION  
REQUEST FOR PROPOSALS DESIGN BUILD SERVICES  
ROBERT COLEMAN PARK SPRAY GROUND AND RESTROOM FACILITIES**

**PRICING BREAKDOWN FORM**

Design and Engineering Fees	\$ _____
General Conditions and Permitting	\$ _____
Demolition/Removal of Items	\$ _____
Circulation and Filtration Systems and Equipment	\$ _____
Piping, Main Drain, Sanitary Sewer/Septic	\$ _____
Electrical and Mechanical	\$ _____
Water Play Features	\$ _____
Shade Structures	\$ _____
Site Furnishings and Amenities	\$ _____
Concrete/Water Play Surface Work	\$ _____
Earthwork	\$ _____
Labor	\$ _____
Other:	\$ _____

Please List all other items included in this price:

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TOTAL PRICE: \$ \_\_\_\_\_

**CITY OF PADUCAH PARKS & RECREATION  
 REQUEST FOR PROPOSALS DESIGN BUILD SERVICES  
 ROBERT COLEMAN PARK SPRAY GROUND AND RESTROOM FACILITIES**

**BID PROPSAL EVALUATION FORM**

DATE:

BIDDER:

Grading Criteria:

Evaluate the Bidder’s Criteria on a rated value scale:

0 = the lowest value to 10 = the highest value for each item listed below.

Rating x Weighted Percent = Criterion Score

The Sum of all Criterion Scores shall be the Owner’s basis of the Bidder’s Overall Score.

**GRADING CRITERIA**

No.	Criteria Items	Weighted Percent	Rating Value (0-10)	Criterion Score
1	Qualifications & Experience	25		
2	Project Design Ideas & Suggestions	15		
3	Estimated Project Costs	20		
4	References	15		
5	Past Experience with the City	10		
6	Project Timeline & Expected Completion Date	15		

**BIDDER'S OVERALL TOTAL SCORE** \_\_\_\_\_