

BID FORM

ATTENTION: This is not an order. Read all instructions, terms and conditions carefully.

Method of Award: Bid - Please send by email to jfalconberry@centertech.com or mail to Eastern Kentucky PRIDE, 2292 South Highway 27, Somerset, KY 42501. For information Contact: Jan Falconberry, Phone 888-577-4339 or 606-677-6150.

Bids are requested on the following: Eastern Kentucky PRIDE Inc. is soliciting bids for up to 7 mobile homes to be set from present to June 30, 2014 in PRIDE's 42 county region in southern and eastern Kentucky. **Bid is for price of individual mobile home.** The two and three bedroom mobile homes must comply with KHC Minimum Design Standards and the Universal Design Standards in addition to HUD standards that need to be incorporated into the design of the manufactured units. In cases where the requirements of KHC conflicts with the 3550.73 or 24 CFR Part 3280, KHC's requirements prevail. The KHC requirements are in addition to the Kentucky Residential Code and KHC Universal Design. One exception to the Minimum Design standard is that now a minimum width of 15' rather than the 20' width stated in the Minimum Design is required. The manufactured homes require Zone III Compliance specifications. Bidders must submit a complete set of building and site specifications including but not limited to porches, stairs, MH floor plan, pier foundation drawings, foundation perimeter wall etc. Those standards along with the Single Family Plan Review Checklist, the HUD 92005 "Description of Materials" and other design standards can be found using the following link: <http://kypride.org/?p=3010>.

Bids will be received at the office of Eastern Kentucky PRIDE, 2292 South Hwy 27, Somerset, KY 42501 until May 13th, 2013 at 4:00 pm EST. **Bids may be emailed to jfalconberry@centertech.com, faxed to 606-677-6055 or mailed to PRIDE at 2292 South Hwy 27, Somerset, KY 42501.**

Attention of bidders is particularly called to the requirements of employment to be observed and minimum wage rates to be paid under the contract according to Section 3 of the HUD Act of 1968, Section 109 of Title 1 of the Housing and Community Development Act of 1974, Executive Order 11246 and Title VI of the Civil Rights. Minority and Women-Owned Business enterprises are encouraged to bid. Eastern Kentucky PRIDE is an Equal Opportunity Employer.

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| <ol style="list-style-type: none"> 1. Bids will be received by Eastern Kentucky PRIDE Inc. 2292 South Hwy 27, Somerset, Kentucky 42501 until the time and date stated above. 2. Please quote your single best price on the project. Submission of two (2) separate bids may result in disqualification of both bids. 3. Bids must be firm. To receive consideration, bids must be made on this form and signed in full. Bids will be rejected unless filled out in ink or on typewriter and signed in ink. 4. Bidders should be familiar with the Universal Design Standards and Minimum Design standards and meet those standards. Also must adhere to HUD 92005 "Description of Materials" and address every applicable item. |
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IMPORTANT: Bidder must show proof of \$300,000 in liability insurance, performance and payment bond coverage and worker's compensation insurance coverage.

BIDS ARE TO BE RECEIVED BY May 13, 2013 4:00PM Eastern Standard Time

Return this form with a copy of your company's performance and payment bonding coverage, proof of \$300,000 in liability insurance and proof of worker's compensation insurance by email to jfalconberry@centertech.com.

Bid Firm Through:	No. & Street	Fax:
	City, State & Zip Code	
Total Bid Amount \$ _____	Signature	Date:
	Typed or Printed Name	

NOTICE

1. Any agreement or collusion among bidders or prospective bidders which restrains, tends to restrain, or is reasonably calculated to restrain competition by agreement to bid at a fixed price or to refrain from bidding, or otherwise, is prohibited.
2. Any person who violates any provisions of KRS 45A.325 shall be guilty of a felony and shall be punished by a fine of not less than five thousand dollars nor more than ten thousand dollars, or be imprisoned not less than one year nor more than five years, or both such fined and imprisonment. Any firm, corporation, or association which violates any of the provisions of KRS 45A.325 shall, upon conviction, be fined not less than ten thousand dollars nor more than twenty thousand dollars.

AUTHENTICATION OF BID AND STATEMENT OF NON-COLLUSION OF INTEREST

I hereby swear (or affirm) under the penalty for false swearing as provided by KRS 523.040:

1. 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):
2. That the attached 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 contractor of services described in the Request for Bid, designed to limit independent bidding or competition;
3. 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:
4. That the bidder is legally entitled to enter into contracts with Eastern Kentucky PRIDE Inc. and is not in violation of any prohibited conflict of interest including those prohibited by the provisions of KRS 164.390.61.096 and 42.990 and:
5. That I have fully informed myself regarding the accuracy of the statement made above.

METHOD OF AWARD

Unless otherwise specified, it is the intent of Eastern Kentucky PRIDE Inc. to award this Request For Bid based upon total cost and services delivered. Each bid shall be evaluated on the basis of the reasonableness of the bid amount in relation to the services to be provided. Further, a bid from any person or organization that has defaulted on prior bids or is progressing in an unsatisfactory manner on any current bid funded under the Home Owner Septic System Grant Program may be rejected as unsatisfactory. In the event no satisfactory bids are received, PRIDE reserves the right to award on an alternate basis or to re-bid the project.

GENERAL CONDITIONS

The following GENERAL CONDITIONS are applicable to each Request For Bid issued by Eastern Kentucky PRIDE Inc. and to each purchase made by any authorized method of acquisition. Each firm submitting a bid or selling to Eastern Kentucky PRIDE Inc. shall be deemed to have assented to these conditions by the act of bidding and/or acceptance of a purchase request.

Additional conditions may be incorporated in specific Request for Bid, Invitations to Bid, and Request for Proposals and are generally termed "Special Conditions." Such special conditions will in no way operate to alter or nullify the general conditions and each bidder shall be responsible for compliance with both the general and special conditions. However, in cases of irreconcilable conflict, the special conditions will govern.

I BID SUBMISSION COMPLIANCE AND PROVISIONS:

A. In submitting bids to Eastern Kentucky PRIDE Inc. the bidder agrees to:

1. Submit only one bid response for each option.
2. Submit one original and one copy of each bid, quotation, or proposal in legible form.
3. Have the bid signed, before the bid opening, by a proper agent of the firm. No bid will be considered valid unless signed in the space provided on Eastern Kentucky PRIDE Inc. bid form.

4. Submit bids in such a way as to ensure that they arrive at Eastern Kentucky PRIDE Inc. before the set time for the bid opening. The time shown on the clock in the Business Director's office at Eastern Kentucky PRIDE Inc. being agreed upon as the official time. Bids received after the time set for opening shall be considered "late bids" and will not be eligible for award of contract unless no valid bid is received. To be considered for an award of contract, a late bid must be postmarked before the opening date and must be the only responsive bid received.
 5. Maintain as a firm offer any and all bids with respect to price, terms and conditions after they are opened, it being understood that bids may be withdrawn after they are opened, and prior to an award only where evidence is presented to the Business Director which clearly demonstrates that the bidder has made a bona fide error in the preparation of the bid and that the error will result in a substantial loss to the bidder if he or she is forced to perform under the contract.
 6. Accept contracts awarded on the price, terms and conditions stated in the bid.
 7. Make available records, papers, books or other documents whether during performance or in connection with a preliminary investigation of bidder's financial status. Such information shall be limited to the information generally available to the public, provided it satisfactorily indicates the bidder's ability to perform as specified under the contract. If the initial investigation does not reasonably satisfy Eastern Kentucky PRIDE Inc. that the contract can be performed, Eastern Kentucky PRIDE Inc. may request additional information before a contract is awarded. The bidder further agrees, if so requested, to furnish Eastern Kentucky PRIDE Inc. a list of names of several users of the bidder's services.
 8. Refrain from assigning any interest, right or duty in any contract with Eastern Kentucky PRIDE Inc. to any other persons without the written consent of Eastern Kentucky PRIDE Inc. except for procurement of a master plumber by the contractor. Notice of any such assignment must be given by the vendor, contractor or his assignee to Eastern Kentucky PRIDE Inc., and the invoice submitted by the vendor must clearly show both his name and address and his assignee's name and address. The voucher or check issued by Eastern Kentucky PRIDE Inc. will be payable in such case jointly to the vendor and the assignee and will be forwarded to the assignee.
 9. Refrain from imposing conditions, when responding to a Request For Bid, which would modify the terms and conditions of the solicitation or limit the bidder's liability to Eastern Kentucky PRIDE Inc. on the contract awarded on the basis of such Request.
- B. Modification or withdrawal of bids prior to the closing time and date designated for receipt of bids may be accomplished under circumstances as follows:
1. Bids submitted early may be withdrawn only by a properly identified representative of the bidding firm whose name appears on the bid envelope. If the bidder decides to withdraw the bid but is unable to appear or have an authorized representative appear in person prior to official closing and opening date for bids, the bid will be opened, read and tabulated along with any other bids. Any written request for bid withdrawal will be reviewed and evaluated in accordance with policies as stated herein.
 2. Withdrawn bids may be resubmitted up to the closing time designated for receipt of bids. A bid may not be modified, withdrawn or canceled by the bidder during the stipulated time period following the time and date designated for receipt of bids without approval of the appropriate PRIDE OFFICIAL and subject to the forfeit of award and suspension of future bidding privileges.
- C. When Eastern Kentucky PRIDE Inc. requests written bids or quotes, telephone or facsimile responses shall not be accepted.

II COMPLIANCE WITH STATE AND FEDERAL LAW:

The contractor further agrees that in addition to any other remedies at law or equity, Eastern Kentucky PRIDE Inc. may cancel any contract where there is sufficient evidence to show that:

- A. The contract was obtained by fraud, collusion, conspiracy or other unlawful means.
- B. The contract conflicts with any statutory or Constitution provision of the Commonwealth of Kentucky or of the United States.

III GOVERNING LAW

- A. It is mutually agreed by and between Eastern Kentucky PRIDE Inc. and the contractor that any contract agreement entered into with PRIDE, Inc. shall be governed by the laws of the Commonwealth of Kentucky.

IV COMPENSABLE DAMAGES FOR BREACH:

The contractor agrees that the following items shall be included as compensable damages for any breach of a contract with Eastern Kentucky PRIDE Inc.

- A. The cost of repeating the competitive bidding procedure.
- B. Expenses incurred as the result of delay in completing scope of services as outlined.

The enumeration of compensable damages contained in this section is not intended to be exclusive and will not operate to bar recovery by PRIDE, Inc. for any other damages occasioned by the vendor's breach of a contract. However, in cases where the contract provides for liquidated damages, said liquidated damages shall be in lieu of all other damages, including those enumerated.

V CONTRACT PROVISIONS BY REFERENCE:

It is mutually agreed by and between Eastern Kentucky PRIDE Inc. and the contractor that Eastern Kentucky PRIDE Inc.'s acceptance of the contractor's offer by the issuance of an order shall create a contract between the parties thereto containing the following:

- A. All specifications, terms and conditions in the Request For Bid and the Bid Form; except as amended in the contract.
- B. The provisions of the awarded contract to include all terms, special conditions and specifications.
- C. Eastern Kentucky PRIDE Inc.'s GENERAL CONDITIONS.

VI Debarment

Individuals or companies that have been debarred are ineligible to receive federal funds per OMB Circular A-110, Section .13 and A-102, Section .35. The Homeowners Septic System Grant Program is federally funded; therefore, debarred contractors are disallowed.

VII CONTRACT CHANGES:

Eastern Kentucky PRIDE Inc. may at any time by a written order` make changes, within the general scope of the contract providing it does not conflict with the Terms and Conditions of the grant agreement. If any change causes an increase or decrease in the cost of, or the time required for, the performance of any part of the work under the contract, whether changed or not changed by any such order, an equitable adjustment shall be made in the contract price or delivery schedule, or both, and the contract shall be modified in writing accordingly. Any claim by the contractor for adjustment under this clause must be asserted within 30 days from the date or receipt by the contractor of the notification of changes; provided, however, that Eastern Kentucky PRIDE Inc. decides that the facts justify such action, may receive and act upon any such claim asserted at any time prior to final payment under this contract. Failure to agree to any adjustment shall be disputed concerning a question of fact within the meaning of the clause of the contract entitled "Disputes". However, nothing in the clause shall excuse the contractor from proceeding with the contract as changed. ANY CHANGES OR ADDITIONAL WORK UNDERTAKEN BY CONTRACTOR WITHOUT PRIOR APPROVAL WILL BE SUBJECT TO NON-PAYMENT.

VIII CONTRACT DISPUTES:

- A. Except as otherwise provided in the contract, any dispute concerning a question of fact arising under any contract which is not resolved by agreement shall be decided by the Business Director. A written determination shall be made and provided to the vendor. The decision of the Business Director shall be final and conclusive unless, within 30 days from the date of receipt of such copy, the contractor mails or otherwise furnishes a written appeal addressed to the Executive Director of Eastern Kentucky PRIDE Inc. The decision of the Executive Director or duly authorized representative for the determination of such appeal, shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. In connection with any appeal proceeding under this

clause, the contractor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, the contractor shall proceed diligently with the performance of the contract and in accordance with Eastern Kentucky PRIDE Inc.'s decision.

- B. This "Disputes" clause does not preclude consideration of law questions in connection with decisions provided for in paragraph (1) above: Provided, that nothing in the contract shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

IX EQUAL EMPLOYMENT COMPLIANCE:

During the performance of each contract the vendor agrees:

- A. That they will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, sex, or handicap. They will take affirmative action to ensure the applicants are employed and that employees are treated during employment without regard to their race, religion, color, national origin, sex or handicap. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. They agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of the nondiscrimination clause.
- B. That they will, in all solicitations or advertisement for employees placed by or on behalf of them, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, sex, or handicap.
- C. That they will send to each labor union or representative of workers, with which they have a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representative of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment. They will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

X ADDITIONAL EQUAL EMPLOYMENT PROVISIONS UNDER CONTRACT UTILIZING FEDERAL FUNDS:

In case the work to be performed is paid for in whole or in part with funds obtained from the Federal Government pursuant to a grant, contract, loan, insurance or guarantee, or undertaken pursuant to any Federal programs involving such grant, contract,

loan, insurance or guarantee, during the performance of this contract, the contractor agrees that the afore stated conditions (1, 2 & 3) will be followed and in addition, the contractor agrees to the following:

- A. The contractor will comply with all provisions of Rehabilitation Act of 1973, Order No. 11246 of September 24, 1965, as amended, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- B. In the event of the contractor's nondiscrimination clauses of the contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 23, 1965, as amended, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- C. The contractor will include the provisions of Paragraphs (1) and (7) of Section 202 of Executive Order 11246 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

XI DEFAULT TERMINATION:

- A. Eastern Kentucky PRIDE Inc. may, subject to the provisions of this clause, by written notice of default to the contractor, terminate the whole or any part of this contract in any one of the following circumstances:
 - 1. If the contractor fails to perform the services within the time specified herein or any extension thereof; or
 - 2. If the vendor fails to perform any of the other provisions of the contract, or so fails to make progress as to endanger performance of the contract in accordance with its terms, and in either of the two circumstances does not cure such failure within a period of ten (10) days after receipt of notice specifying such failure.
- B. In the event Eastern Kentucky PRIDE Inc. terminates the contract in whole or in part, Eastern Kentucky PRIDE Inc. may procure services similar to those so terminated and the vendor shall be liable for any excess costs. The vendor shall not be liable for any excess costs if the failure to perform arises out of causes beyond the control and without the fault or negligence of the vendor. Such causes may include, but are not restricted to acts of God or of the public enemy, acts of the Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without the fault or negligence of the vendor. If the failure to perform is caused by the default of a subcontractor or supplier, and such default arises out of causes beyond the control of both and without fault or negligence by either party, the vendor shall not be liable for any excess costs unless the supplies or services are obtainable from other sources in sufficient time to permit the vendor to meet the required delivery schedule.
- C. If after notice of termination of the contract under the provisions of this clause, it is determined for any reason that the vendor was not in fault or that default was excusable, the right and obligations of the parties shall be the same as if the notice of termination has not been issued.
- D. In the event of default and/or termination under the terms of this or other provisions of this contract will subject vendor to disqualification from eligibility for further awards funded under the Home Owner Septic System Grant Program

XII AFFIRMATIVE ACTION COMPLIANCE

Eastern Kentucky PRIDE Inc. requires all contractors to agree that he/she is in compliance with the Code of Federal Regulation No. 41 CFR 60-1.8(b) that prohibits the maintaining of segregated facilities.

LIABILITY INSURANCE AND WORKER'S COMPENSATION INSURANCE REQUIREMENTS

Proof of a minimum of \$300,000 liability insurance is required with each bid and must be included in the bidders envelope. . Proof of workers compensation is also required to be included in the bidders envelope. Proof of Performance and Payment Bonding is required.

I hereby agree to the foregoing terms and conditions.

Signature