

**Impact Outdoor Adventures  
Request for Bid (RFB)  
Asphalt Paving  
(AML) Pilot Project  
RFB IOP-40-20230002**

**Issued by  
Eastern Kentucky PRIDE, Inc.  
Solicitation Contact: Tammie Nazario, President/CEO**

**Release Date: July 24, 2023  
Mandatory Site Visit: July 26, 2023, 10:30 AM ET  
Vendors' Written Questions Due: July 28, 2023, 4:00 PM ET**

**CLOSING DATE AND TIME: August 11, 2023, 2:00 PM ET  
Bid opening immediately following Closing Time  
at the PRIDE Office, Somerset, KY (2nd Floor Board Room)**

Bid Firm Through Date (Must be a minimum of 90 calendar days for this submittal) \_\_\_\_\_

Name of Organization \_\_\_\_\_

Phone \_\_\_\_\_ Email \_\_\_\_\_

Address: \_\_\_\_\_ City \_\_\_\_\_ St. \_\_\_\_\_ Zip \_\_\_\_\_

**TOTAL BID AMOUNT:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

By Signing below, I certify I am an authorized representative of the above named Organization, authorized to submit this offer on behalf of the above named organization. I further certify I have read the terms of this solicitation in its entirety and do hereby offer the above listed bid for a period of not less than 90 days from the date listed above.

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Signature of Authorized Individual Title Date

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Printed Name of Individual (Required)

## BID SUBMISSION CHECKLIST

The vendor **MUST** include the following with the bid submission. If the items highlighted below are not submitted with the bid submission, Eastern Kentucky PRIDE, Inc. **MUST** deem the bid non-responsive and SHALL NOT consider for award.

All other items **MUST** be submitted prior to award.

- FACE OF SOLICITATION – COMPETED & SIGNED (see Section 10)**
- LATEST ADDENDUM (If Applicable) - SIGNED (see Section 10)**
- REVENUE FORM 10A100 KENTUCKY TAX REGISTRATION APPLICATION (see Section 37)
- CERTIFICATE OF AUTHORITY - REGISTRATION WITH SECRETARY OF STATE BY A FOREIGN ENTITY (see Section 39)
- SITE VISIT VALIDATION FORM (Attachment B)**
- REQUIRED AFFIDAVIT(S) (see Attachment C)**
- Contractor-Subcontractor Information Form (See Attachment D)**
- Campaign Finance Compliance Form (See Attachment E)**

**ATTACHMENT A  
Impact Outdoor Adventures  
Request for Bid (RFB)  
Asphalt Paving  
(AML) Pilot Project  
RFB IOP-40-20230002**

Issued by  
Eastern Kentucky PRIDE, Inc.  
Solicitation Contact: Tammie Nazario, President/CEO  
Solicitation Email: [administrator@kywildlands.com](mailto:administrator@kywildlands.com)

Release Date: July 24, 2023  
Mandatory Site Visit: July 26, 2023, 10:30 AM ET  
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(888) 577-4339  
Fax: (606) 677-6150

**PLEASE READ THIS SOLICITATION AND ITS INSTRUCTIONS IN ITS ENTIRETY. This is a Request for Bid (RFB). Vendors shall comply with the terms and conditions stated in the solicitation. Any efforts to negotiate these terms and conditions SHALL NOT be accepted and SHALL cause the bid to be deemed non-responsive.**

**All proposed pricing shall remain valid for a minimum of ninety (90) calendar days after the bid due date.**

**This Contract shall be awarded as Group All. Vendors shall bid all line items, otherwise bid shall be deemed non-responsive.**

Vendors should review and comply with the general bidding requirements listed under “**Procurement Laws, Preference, Regulations and Policies**” and “**Response to Solicitation**” located on the eProcurement Web page at <http://eprocurement.ky.gov> and <http://finance.ky.gov/services/eprocurement/Pages/VendorServices.aspx> respectively. The vendor must comply with all applicable statutes, regulations and policies related to this procurement.

**Solicitation  
Terms and Conditions  
Award Contract**

**Section 1 - Scope of Contract**

Eastern Kentucky PRIDE, Inc. (PRIDE) issues this solicitation to establish an **Award Contract** for: Asphalt paving, the blacktop will begin from Hwy 687 and continue a total of 4550 feet along the access road and loop within the campground in Manchester, Kentucky. The **Award Contract** will be between Impact Outdoor Adventures and the successful bidder.

**Section 1a - Scope of Work**

**Impact Outdoor Adventures** is seeking bids for Asphalt paving for an access road to Cross Mtn Campground located in Manchester Ky. The paving will begin from Hwy 687 and continue a total of 4,485 feet along the access road and loop within Cross Mtn Campground. This is one bid but will be in three sections. Award will be made by phases, depending on funding availability. Section #1 will include 630 feet of Base Asphalt four inches in depth, and 1 inch of Surface Asphalt 18 feet wide. This section will need ditching, flowable fill rock, and gradework for the entirety of the 630 ft. Section #2 will include 1,250 feet in length, 18 feet wide. Asphalt will be 3 inches in depth of base asphalt, and 1 inch of surface asphalt. This section will need roadway stone as required to fill in holes in roadway. No ditching will be needed in this section. Section #3 will be 1,400 total feet of asphalt, with 200 feet being 20 feet wide at the start of the loop, and the remaining 1,200 feet being 18 feet in width to finish the loop around the campground area. Asphalt will be 3 inches of base asphalt and 1 inch of surface asphalt. This area will include 210 LF of combination ECB drain ditch, construction of a concrete dropbox, and 40 LF of 18" HDPE pipe. All required Federal, State or local permits will be the contractor's responsibility.

The site is located in the Manchester Quadrangle. The site is at 37° 9' 8.4" N, 83° 47' 15" W. To reach the all the sites from Hal Rogers parkway at KY 80 (Manchester) turn off onto KY 80 north. Go to the stoplight and turn left onto KY 2076. Go 0.9 miles and turn left onto KY 687. Go 0.6 miles and turn left onto Stone Coal Rd and immediately turn right onto the sites gravel access road.

**All work should be completed within 60 calendar days of contract award.** Project start date must be pre- approved by Eastern Kentucky PRIDE, Inc.

**Insurance**

Vendor shall keep in effect at all times the following insurance coverage:

1. Vendor's Commercial General Liability: \$1,000,000 combined limit per occurrence for bodily injury, personal injury and property damage with \$3 million annual aggregate.
2. Automobile Liability: \$500,000 combined single limit occurrence for bodily injury and property damage.
3. Kentucky Worker's Compensation: Workers Compensation with statutory benefits without limit, as required by the Kentucky Workers Compensation Act and Employers

Liability Limits of \$1,000,000 per occurrence.

4. All Risks Insurance: Contractor shall provide all Risks Insurance in an amount of not less than one hundred percent (100%) of the insurable value of all the work. All Risks Insurance must be dated and in force on the date indicated in the Contract to begin work.

Vendor must provide all proof of insurance within 5 days of notice of award with the certificate holder listed as:

Eastern Kentucky PRIDE, Inc.  
2292 S. Hwy 27  
Somerset, KY 42501

Failure to provide insurance within 5 days of notice, may result in cancellation of contract. It shall be the contractor's responsibility to maintain this insurance coverage at all times, failure to do so shall result in cancellation of contract.

**Site Visit and Validation Form (Attachment B) –**

A site visit validation form is required from every bidder. Bidders are required to inspect the site where services are to be performed and to satisfy themselves as to all general and local conditions that may affect the cost of performance of the contract to the extent such information is reasonably obtainable. In no event shall a failure to inspect the site constitute grounds for a claim after award of the contract.

Pricing information shall not be made known in any form to agency representatives during the site visit. Failure to comply with this requirement shall render the bid non-responsive. After touring the facility, the vendor shall obtain the signature of the agency representative in the space provided at the bottom of the Site Validation Form and submit it with his/her bid to be considered for award. Failure to tour the facility and to obtain the required signature shall result in the disqualification of the bid response. It is the bidder's responsibility to verify the actual square footage of the location. Vendors are not to ask questions during the site visit(s). Any questions are to be submitted in writing to the PRIDE contact listed in this solicitation (**SEE SECTION 28**).

Potential bidders should clearly understand that any verbal representations made or assumed to be made during any oral discussions held between representatives of potential bidders and any state employee or official **are not binding** on PRIDE.

For violation of this provision, PRIDE shall reserve the right to disqualify the bid/proposal.

**Section 2 - Bid Specifications**

Requirements that include the words "Shall", "Will", "Must" indicate a mandatory requirement.

**Section 3 - Purpose**

The purpose of this solicitation is to request vendor responses in order to provide these items under contract to PRIDE as set forth in the Scope of Work, Section 1a.

**Section 4 - General**

This solicitation specifies requested items. It is not the intention of this solicitation to eliminate vendors or manufacturers of similar or equal equipment of the types specified. It should be noted, however, that these requested items are written around specific needs of PRIDE. PRIDE reserves the right to consider bids non-responsive if they do not comply with the specifications contained herein.

#### **Section 5 - Initial Contract Period**

Not applicable to this solicitation.

#### **Section 6 - Renewal Clause – Optional Renewal Period**

Not applicable to this solicitation.

#### **Section 7 - Exceptions to Specifications**

Vendors are cautioned that changes made to the solicitation other than in the designated fields for response shall render the response invalid and result in a non-responsive bid. Otherwise, it will be considered that items/services offered are in strict compliance with these specifications, and the successful bidder shall be held responsible for delivering materials/services that meet these specifications. Any exceptions shall be marked as such within the body of the bid and explained on a separate page. PRIDE is not bound to accept any exceptions.

#### **Section 8 - Alternate Brands/Specifications**

Not applicable to this solicitation

#### **Section 9 - Recycle Requirements**

Prospective bidders are required to comply with Recycle Requirements for the purchase of goods, supplies, equipment, materials and printing with a minimum recycled content to the extent practicable per 200 KAR 5:330. This regulation can be viewed on the Internet at <<http://www.lrc.state.ky.us/kar/200/005/330.htm>>.

#### **Section 10 - Signing Solicitation**

An authorized representative shall **complete and sign** where indicated on the solicitation sheet that is the front page of this solicitation and elsewhere as identified in this solicitation. **FAILURE TO DO SO SHALL RESULT IN A NON-RESPONSIVE BID/PROPOSAL.**

#### **Acknowledgment of Addenda to Solicitations**

**It is the vendor's responsibility to check the website for any modifications to this solicitation.** If modifications have been made, the vendor's signature is required on the latest addendum. Acknowledgment shall be received prior to the hour and date specified for receipt of offers. Verbal acknowledgment shall not be accepted.

**Failure to acknowledge the latest addendum of this solicitation shall cause the bid to be deemed non-responsive if the latest addendum is material to the procurement.**

#### **Section 11 - Solicitation Submission Requirements**

Vendors shall submit one (1) signed original of the solicitation response under sealed cover, which shall be received no later than the date and time indicated on the face of this solicitation. Any response received after this date and time **shall be rejected** and returned

unopened to the bidder. Any response not under sealed cover **shall be rejected**.

*\*For purposes of this proposal, PRIDE defines SEALED as "a closure that must be broken to be opened and that thus reveals tampering". (Merriam-Webster Dictionary, <http://www.merriam-webster.com/dictionary/seal>)*

**A bidder shall identify their response to a solicitation on the response envelope for a hard copy bid. Any response not sufficiently identified on the sealed cover, requiring it to be opened for identification, shall be rejected.**

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**Bid Responses shall be addressed and submitted to:**

**EASTERN KENTUCKY PRIDE, INC.**

**ATTN: TAMMIE NAZARIO**

**2292 S. Hwy 27**

**Somerset, KY 42501**

**The outside cover of the package containing the Bid Response, at a minimum, shall be marked with:**

**NAME OF SOLICITATION  
SOLICITATION NUMBER  
NAME OF VENDOR SUBMITTING RESPONSE  
DATE AND TIME OF BID OPENING**

**Fax Bid Response copies and Electronic Bid Responses are NOT acceptable for this RFB and shall be considered non-responsive.**

### **Section 12 - Method of Award**

Unless otherwise specified, it is the intent of Eastern Kentucky PRIDE Inc. to award a contract to the vendor, whose offer, conforming to the solicitation, is the most advantageous on the basis of "best value" for all products, services and requirements contained herein. 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 will not be considered. In the event no satisfactory bids are received, PRIDE reserves the right to award on an alternate basis or to re-bid the project.

An evaluation committee, or a designated individual, will evaluate the information provided by the vendor. The Division of Abandoned Mine Lands, Energy and Environment Cabinet must also concur with this award, pending an AVS check. The included Contractor-Subcontractor Information Form as well as the included Campaign Finance Compliance Form must be completed and submitted with all bids.

Each vendor is responsible for submitting all relevant, factual and correct information with their offer to enable the evaluator(s) to afford each vendor the maximum opportunity based on the available data submitted by the Vendor. VENDOR SHALL ENTER UNIT PRICE AND TOTAL PRICE ON THE BID SHEET. If adequate space is not available, the vendor must attach additional information that clearly cross-references the appropriate location in the solicitation (i.e. page number, paragraph, subject, etc.).

A bidder shall submit one (1) response to a solicitation. Multiple or alternate bids offering more than one (1) bid price in total or by line item shall be rejected.

Vendors responding with the minimum Best Value requirements in this solicitation shall not be credited with Best Value points. Vendors responding with greater than the minimum requirements shall receive Best Value points.



Best Value scoring is subject to **Reciprocal Preference for Kentucky Resident Bidders and Preferences for a Qualified Bidder or the Department of Corrections, Division of Prison Industries (KAR 200 5:410).**

**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. PRIDE 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 (KAR 200 5:410).**

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.

**Past Vendor Performance may be considered in the award of this Contract. Vendors with a record of poor performance in the last 12 months may be found non-responsible and ineligible for award.**

### **Section 13 - Vendor Terms and Conditions**

Solicitation or quotation forms that include terms and conditions not in conformity with the terms and conditions of this solicitation or the Statutes of the Commonwealth of Kentucky may be deemed non-responsive.

PRIDE shall not be bound by any part(s) of the bidder's response to this solicitation that contains information, options, conditions, terms, or prices neither requested nor required in the solicitation. In the event of any conflicts between the specifications, terms and conditions indicated by PRIDE and those indicated by the contractor, those of PRIDE take precedence. The contract supersedes all bids or other prior agreements, oral or written, and all other communications between the parties relating to this subject.

#### **Section 14 - Post Contract Agreements**

The resulting contract shall constitute the entire agreement between PRIDE and awarded contractor. Unless contractually provided, PRIDE **will not be required to enter into nor sign further agreements, leases, company orders or other documents to complete or initiate the terms of a contract resulting from this solicitation or offer.** Any such documents so obtained will be non-binding on PRIDE and will be cause for breach of contract.

#### **Section 15 - Equipment**

Not applicable to this solicitation.

#### **Section 16 - Quantity Basis of Contract – Estimated Quantities**

Any and all quantities mentioned in this solicitation are purely estimates, and are not to be implied nor inferred as being guarantees. PRIDE is obligated to buy only that quantity needed during the term of the contract. Requirements may exceed the quantities shown and the contractor will be required to furnish all requirements shown on Delivery Orders dated during the life of the contract.

#### **Section 17 - Manuals and Distribution of Literature**

Not applicable to this solicitation.

#### **Section 18 - Vendor's Report**

Not applicable to this solicitation.

#### **Section 19 - FOB Basis of Shipment – Vendor Responsible**

Quotations of unit prices on this solicitation shall be **F.O.B. Destination Freight Prepaid and Allowed.** The vendor shall be fully responsible for all shipments and freight charges involved to PRIDE.

#### **Section 20 - Cancellation Clause – 30 Day Notice**

PRIDE may cancel the contract established from this solicitation by giving written notice thirty (30) days prior to effective cancellation date. In the event such action is taken, the contract shall be null and void upon receipt of a Contract Modification from PRIDE.

#### **Section 21 - Exception to Required Use of Contract**

The establishment of this Award Contract is not intended to preclude the use of similar products. PRIDE reserves the right to contract for large requirements by using a separate solicitation.

#### **Section 22 - Service Performance**

All services performed under this contract, if applicable, shall be in accordance with the terms and provisions of the contract. It will be PRIDE's responsibility to ensure that such services rendered are performed and are acceptable.

The relationship between PRIDE and the Contractor is that of client and independent contractor. No agent, employee, or servant of the contractor or any of its subcontractors shall be or shall be deemed to be an employee, agent, or servant of PRIDE for any reason. The contractor will be solely and entirely responsible for its acts and the acts of its agents,

employees, servants and subcontractors during the performance of this contract.

Major deviations of services performed will not be made without the written approval of PRIDE.

**Section 23 - Addition or Deletion of Items or Services**

PRIDE reserves the right to add new and similar items, with the consent of the vendor, to any contract awarded from this solicitation. PRIDE will issue a Contract Modification to effect this change. Until such time as the vendor receives a Contract Modification, the vendor shall not accept Delivery Orders from any agency referencing such items or services.

**Section 24 - Agreement between Parties**

By submitting a bid, the bidder acknowledges and agrees to be bound by the terms and conditions of the solicitation.

The bidder agrees that a resulting contract is the complete and exclusive statement of the agreement between the parties, which supersedes all prior agreements, oral or written, and all other communications between the parties relating to the subject matter of this solicitation. It is further agreed between the parties, that any valid modification of contractual agreement must be formalized by issuance of a Contract Modification from PRIDE.

Purchase or Sales Agreements, supplied by the bidder making an offer, in reply to the solicitation, will not be accepted. The only terms and conditions acceptable to the PRIDE are as outlined in the solicitation. Bids not conforming will be considered as non-responsive.

**Section 25 - Governmental Restrictions**

In the event any Governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship, or performance of the items offered on this proposal prior to delivery, it shall be the responsibility of the successful bidder to notify PRIDE in writing, indicating the specific regulation which requires such alterations. PRIDE reserves the right to accept any such alterations, including any subsequent price adjustments, or to cancel the contract.

**Section 26 - Payments**

The vendor shall be paid, upon the submission of proper invoices to PRIDE at the prices stipulated for the supplies delivered and accepted, or services rendered. Unless otherwise specified, payment will not be made for partial deliveries accepted. Payments will be made within thirty (30) working days after receipt of a vendor's invoice in accordance with KRS 45.453 and KRS 45.454.

**Section 27 - Inspection**

All supplies, equipment and services shall be subject to inspection or tests by PRIDE or its designee prior to acceptance. In the event supplies, equipment or services are defective in material or workmanship or otherwise not in conformity with specified requirements, PRIDE shall have the right to reject the items or services or require acceptable correction at the Vendor's expense.

## **Section 28 - Inquiries**

All questions shall be submitted in writing by **July 28, 2023, 4:00 PM ET** to the PRIDE contact listed below. No questions shall be accepted after the date(s) listed unless the question(s) is considered material to the procurement. PRIDE shall respond to salient questions in writing by issuing an addendum to the solicitation. The addendum shall be posted to the RFP announcement website.

## **Sole Point of Contact**

The PRIDE contact listed below shall be the sole point of contact throughout the procurement process. All communications, oral and written (regular, express, or electronic mail, or fax), concerning this procurement shall be addressed to:

Tammie Nazario, President/CEO  
EASTERN KENTUCKY PRIDE, INC.  
2292 S. HWY 27  
SOMERSET, KY 42501  
888-577-4339  
Fax: (606) 677-6150  
Email: [administrator@kywildlands.com](mailto:administrator@kywildlands.com)

## **Restrictions on Communications**

From the issue date of this solicitation until a contractor(s) is selected and the selection is announced, offerors are not allowed to communicate with any PRIDE Staff, members of the Impact Outdoor Adventures, any Commonwealth of Kentucky staff, including engineer assigned to this project, concerning this solicitation except:

- The Sole Buyer cited in this solicitation or
- Via written questions submitted to the Sole Point of Contact

Potential bidders should clearly understand that any verbal representatives made or assumed to be made during any oral discussions held between representatives of potential bidders and any official or staff member noted above are not binding on PRIDE.

For violation of this provision, PRIDE shall reserve the right to disqualify the bid/proposal.

## **Section 29 - Subcontracts**

The contractor is permitted to make subcontract(s) with any other party for furnishing any of the work or services herein. All such subcontracts must comply with the terms of this Solicitation and any resulting contract with PRIDE. The contractor shall be solely responsible for performance of the entire contract whether or not subcontractors are used. PRIDE shall not be involved in the relationship between the prime contractor and the subcontractor. Any issues that arise as a result of this relationship shall be resolved by the prime contractor.

All references to the contractor shall be construed to encompass both the contractor and any subcontractors of the contractor.

## **Section 30 - Federal Tax Exempt Purchases**

Contracts Direct With Manufacturer: In the event a manufacturer bids direct and is awarded

a contract, the Office of Procurement Services shall request the contractor to furnish evidence of registration with the U.S. Internal Revenue Service. This registration shall be in accordance with the "Temporary Rules, 1958 Excise Tax Act". After such registration, individual Excise Tax Exemption Certificates are not necessary on each individual order issued against the contract by the Office of Procurement Services. Therefore, quoted prices must be exclusive of Federal Excise Taxes.

**Contract With Other Than Manufacturer:** If successful bidder is other than the manufacturer, the Office of Procurement Services will furnish a Tax Exemption Certificate with each individual order issued against this contract. Therefore, quoted prices must be exclusive of Federal Excise Taxes.

### **Section 31 - Governing Law**

This solicitation shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky and any litigation with respect to this solicitation shall be brought in state or federal court in **Franklin County, Kentucky in accordance with KRS 45A.245.**

### **Section 32 - Access to Records**

The contractor, as defined in KRS 45A.030 (9) agrees that PRIDE, the Finance and Administration Cabinet, the Auditor of Public Accounts, and the Legislative Research Commission, or their duly authorized representatives, as well as the Department of Interior, the Comptroller General of the United States, or any authorized representatives, shall have access to any books, documents, papers, records, or other evidence, which are directly pertinent to this contract for the purpose of financial audit or program review. Records and other prequalification information confidentially disclosed as part of the bid process shall not be deemed as directly pertinent to the contract and shall be exempt from disclosure as provided in KRS 61.878(1)(c). The contractor also recognizes that any books, documents, papers, records, or other evidence, received during a financial audit or program review shall be subject to the Kentucky Open Records Act, KRS 61.870 to 61.884. Also, in accordance with OMB Circular 2 CFR 200.333, all records must be maintained for a period of three years from project completion.

### **Section 33 - Registration with the Secretary of State by a Foreign Entity**

Pursuant to KRS 45A.480(1)(b), an agency, department, office, or political subdivision of the Commonwealth of Kentucky shall not award a state contract to a person that is a foreign entity required by [KRS 14A.9-010](#) to obtain a certificate of authority to transact business in the Commonwealth ("certificate") from the Secretary of State under [KRS 14A.9-030](#). **Therefore, foreign entities should submit a copy of their certificate with their solicitation response.** If the foreign entity is not required to obtain a certificate as provided in [KRS 14A.9-010](#), the foreign entity should identify the applicable exception in its solicitation response. Foreign entity is defined within [KRS 14A.1-070](#).

Businesses can register with the Secretary of State at <https://secure.kentucky.gov/sos/ftbr/welcome.aspx>.

### **Section 34 - Accessibility**

Vendor hereby warrants that the products or services to be provided under this contract comply with the accessibility requirements of section 504 of the Rehabilitation Act of 1973,

as amended (29 U.S.C. § 794d), and its implementing regulations set forth at Title 36, Code of Federal Regulations, part 1194. Vendor further warrants that the products or services to be provided under this contract comply with existing federal standards established under Section 255 of the Federal Telecommunications Act of 1996 (47 § 255), and its implementing regulations set forth at Title 36, Code of Federal Regulations, part 1193, to the extent the vendor's products or services may be covered by that act. Vendor agrees to promptly respond to and resolve any complaint regarding accessibility of its products or services which is brought to its attention.

### **Section 35 - Funding Limitations**

If any or all responses received exceed the amount of funding available, then PRIDE reserves the right to cancel this RFB.

### **Section 36 - Provisions for Termination of the Contract**

Any contract resulting from this solicitation shall be subject to the termination provisions set forth in 200 KAR 5:312.

### **Section 37 - Disclosure of Violation of Statutes**

Pursuant to KRS 45A.485, contractors are required to reveal final determinations of violation of certain statutes incurred within the last five (5) years and be in continuous compliance with those statutes during the contract. Where applicable, the vendor is required to complete and submit Report of Prior Violations of Tax and Employment Laws.

### **Section 38 - Discrimination (Effective April 8, 2015)**

Discrimination (because of race, religion, color, national origin, sex, sexual orientation, gender identity, age, or disability) is prohibited. During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, sex, sexual orientation, gender identity, or age. The contractor further agrees to comply with the provisions of the Americans with Disabilities Act (ADA), Public Law 101-336, and applicable federal regulations relating thereto prohibiting discrimination against otherwise qualified disabled individuals under any program or activity. The contractor agrees to provide, upon request, needed reasonable accommodations. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, national origin, sex, sexual orientation, gender identity, age or disability. 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 compensations; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, sex, sexual orientation, gender identity, age or disability.

3. The contractor will send to each labor union or representative of workers with which he has 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. The contractor 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.
4. The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965 as amended, and of the rules, regulations and relevant orders of the Secretary of Labor.
5. The contractor will furnish all information and reports required by Executive 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 administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
6. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further government contracts or federally-assisted construction 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 or as otherwise provided by law.
7. The contractor will include the provisions of paragraphs (1) through (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 administering agency may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

### **Section 39 - 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.

### **Section 40**

ALL PROVISIONS OF THIS SOLICITATION (RFB IOP-40-201700001) SHALL BE PART OF ANY RESULTING AWARD CONTRACT.



## **Section 41 Performance and Payment Bonds**

Contractor shall furnish the following bonds to PRIDE within five business days of award:

1. A **Performance Bond** satisfactory to PRIDE executed by a surety company authorized to do business in the Commonwealth, or otherwise supplied, satisfactory to PRIDE, in an amount equal to one hundred percent (100%) of the contract price as it may be increased and;
2. A **Payment Bond** satisfactory to PRIDE executed by a surety company authorized to do business in the Commonwealth, or otherwise supplied, satisfactory to PRIDE, for the protection of all persons supplying labor and material to the contractor or his subcontractors, for the performance of the work provided for in the contract. The bond shall be in an amount equal to one hundred percent (100%) of the original contract price.

## **Section 42**

Individuals or companies that have been debarred are ineligible to receive federal funds per OMB 2 CFR 200.212. All contractors will be required to complete form CD-512, CERTIFICATIONS REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION-LOWER TIER COVERED TRANSACTIONS AND LOBBYING.

## **Section 43 Contract Provisions**

Vendor is required to comply with Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontracts on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each subcontractor or sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Vendor is required to comply with the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352) for bids that exceed \$100,000.00, and are required to file certification.

Vendor is required to comply with the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 125101387), as amended, for contracts in excess of \$150,000.00.

For any "funding agreement" under 37 CFR § 401.2(a), Vendor will be required to provide rights to inventions made under the contract or agreement.

All contracts for supplies or construction materials require compliance with the Buy American Act (41 U.S.C. Chapter 83).

## **Section 44 Attachments**

Attachments indicated below may be downloaded by accessing the "Attachment" link found on the Solicitation Details View page where this RFP was downloaded. Once the Attachment link is accessed, select the file name you wish to download, and select the "Download Attachment" hyperlink. For assistance with downloading these attachments please contact Cathy Lenox, PRIDE Executive Administrator at 888-577-4339.

**ATTACHMENT A – This RFB Document**

**ATTACHMENT B – Site Visit Validation Form**

**ATTACHMENT C – Campaign Finance Law Compliance**

**ATTACHMENT D – AML Contractor/Subcontractor Information Form**

**ATTACHMENT E – Required affidavits**

**ATTACHMENT F – Addendum IF NEEDED**

It is the policy that supplier diversity (M/W/DV/BE) and small disadvantaged business concerns (SB/SDB) shall have the maximum practical opportunity to participate in the performance of government and commercial subcontracts awarded by consistent and efficient performance while balancing cost, timeliness, quality, technical suitability, legal requirements and other business best value considerations. PRIDE recognizes that providing competitive opportunities for M/W/DV/BE and small businesses supports the free enterprise system in which it operates. Additionally, broad-based competition contributes to the goal of providing all clients with the highest quality services at competitive costs. Therefore, it is the intention to aggressively pursue, wherever practical, subcontracting opportunities which support our clients' objectives and requirements in accordance with applicable laws and regulations.

Site Visit Validation Form

IMPACT OUTDOORS

Asphalt Paving  
(AML) PILOT PROJECT

**BIDDERS SHALL RETURN THIS DOCUMENT WITH BID TO BE CONSIDERED FOR AWARD**

**SITE VISIT WILL BE HELD July 26, 2023, 10:30 AM ET**

Only *this page* of the Solicitation shall be detached from the remainder of the Solicitation Packet and taken to the PRIDE representative for his/her signature. The signed Site Visit Validation Form shall then be submitted with the bidder's response in order for his/her bid to be considered responsive. **Pricing information shall not be made known in any form to the PRIDE representative, AML (Abandoned Mine Lands) Agent or Impact Outdoor Adventures representatives during the site visit. Failure to comply with this requirement shall render the bid non-responsive.**

Bidders are encouraged to inspect the site where services are to be performed and to satisfy themselves as to all general and local conditions that may affect the cost of performance of the contract; to the extent such information is reasonably obtainable. In no event shall a failure to inspect the site constitute grounds for a claim after award of the contract.

After viewing the area, the vendor shall obtain the signature of the PRIDE representative in the space provided at the bottom of this page and submit it with his/her bid to be considered for award. Failure to perform a site visit and obtain the required signature shall result in disqualification of the bid response. It is the bidder's responsibility to verify the actual measurements of the location.

Site Visit Construction/Utilities  
Manchester, Kentucky

I verify the above representative has viewed the site mentioned in this bid and that no pricing information has been provided to me.

\_\_\_\_\_  
Signature of authorized PRIDE Representative Date

\_\_\_\_\_  
Printed Name (Required)

\_\_\_\_\_  
Company Name (Required)

\_\_\_\_\_  
Signature of Company Representative Visiting Site (Required) Date

\_\_\_\_\_  
Printed Name (Required)

Solicitation/Contract #: \_\_\_\_\_

**REQUIRED AFFIDAVIT FOR BIDDERS, OFFERORS AND CONTRACTORS**

PAGE 1 OF 2

**FOR BIDS AND CONTRACTS IN GENERAL:**

- I. Each bidder or offeror swears and affirms under penalty of perjury, that:
  - a. In accordance with [KRS 45A.110](#) and [KRS 45A.115](#), neither the bidder or offeror as defined in [KRS 45A.070\(6\)](#), nor the entity which he/she represents, has knowingly violated any provisions of the campaign finance laws of the Commonwealth of Kentucky; and the award of a contract to the bidder or offeror or the entity which he/she represents will not violate any provisions of the campaign finance laws of the Commonwealth.
  - b. The bidder or offeror swears and affirms under penalty of perjury that, to the extent required by Kentucky law, the entity bidding, and all subcontractors therein, are aware of the requirements and penalties outlined in [KRS 45A.485](#); have properly disclosed all information required by this statute; and will continue to comply with such requirements for the duration of any contract awarded.
  - c. The bidder or offeror swears and affirms under penalty of perjury that, to the extent required by Kentucky law, the entity bidding, and its affiliates, are duly registered with the Kentucky Department of Revenue to collect and remit the sales and use tax imposed by [KRS Chapter 139](#), and will remain registered for the duration of any contract awarded.
  - d. The bidder or offeror swears and affirms under penalty of perjury that the entity bidding is not delinquent on any state taxes or fees owed to the Commonwealth of Kentucky and will remain in good standing for the duration of any contract awarded.

**FOR "NON-BID" CONTRACTS (I.E. SOLE-SOURCE; NOT-PRACTICAL OR FEASIBLE TO BID; OR EMERGENCY CONTRACTS, ETC):**

- II. Each contractor further swears and affirms under penalty of perjury, that:
  - a. In accordance with [KRS 121.056](#), and if this is a non-bid contract, neither the contractor, nor any member of his/her immediate family having an interest of 10% or more in any business entity involved in the performance of any contract awarded, have contributed more than the amount specified in [KRS 121.150](#) to the campaign of the gubernatorial slate elected in the election last preceding the date of contract award.
  - b. In accordance with [KRS 121.330\(1\) and \(2\)](#), and if this is a non-bid contract, neither the contractor, nor officers or employees of the contractor or any entity affiliated with the contractor, nor the spouses of officers or employees of the contractor or any entity affiliated with the contractor, have knowingly contributed more than \$5,000 in aggregate to the campaign of a candidate elected in the election last preceding the date of contract award that has jurisdiction over this contract award.

Solicitation/Contract #: \_\_\_\_\_

**REQUIRED AFFIDAVIT FOR BIDDERS, OFFERORS AND CONTRACTORS**

**PAGE 2 OF 2**

- c. In accordance with [KRS 121.330\(3\) and \(4\)](#), and if this is a non-bid contract, to the best of his/her knowledge, neither the contractor, nor any member of his/her immediate family, his/her employer, or his/her employees, or any entity affiliated with any of these entities or individuals, have directly solicited contributions in excess of \$30,000 in the aggregate for the campaign of a candidate elected in the election last preceding the date of contract award that has jurisdiction over this contract.

As a duly authorized representative for the bidder, offeror, or contractor, I have fully informed myself regarding the accuracy of all statements made in this affidavit, and acknowledge that the Commonwealth is reasonably relying upon these statements, in making a decision for contract award and any failure to accurately disclose such information may result in contract termination, repayment of funds and other available remedies under law.

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

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

Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Subscribed and sworn to before me by

\_\_\_\_\_  
(Affiant)

\_\_\_\_\_  
(Title)

of \_\_\_\_\_  
(Company Name)

this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

[seal of notary]

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

Solicitation/Contract #: \_\_\_\_\_

**REQUIRED AFFIDAVIT FOR BIDDERS, OFFERORS AND CONTRACTORS CLAIMING QUALIFIED BIDDER STATUS**

**FOR BIDS AND CONTRACTS IN GENERAL:**

I. The bidder or offeror swears and affirms under penalty of perjury that the entity bidding, and all 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 nonprofit corporation that furthers the purposes of KRS Chapter 163

\_\_\_\_\_ Per KRS 45A.465(3), a "Qualified nonprofit agency for individuals with severe disabilities" means an organization that:

- (a) Is organized and operated in the interest of individuals with severe disabilities; and
- (b) Complies with any applicable occupational health and safety law of the United States and the Commonwealth; and
- (c) In the manufacture or provision of products or services listed or purchased under KRS 45A.470, during the fiscal year employs individuals with severe disabilities for not less than seventy-five percent (75%) of the man hours of direct labor required for the manufacture or provision of the products or services; and
- (d) Is registered and in good standing as a nonprofit organization with the Secretary of State.

The BIDDING AGENCY reserves the right to request documentation supporting a bidder's claim of qualified bidder status. Failure to provide such documentation upon request may result in disqualification of the bidder or contract termination.

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

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

Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Subscribed and sworn to before me by

\_\_\_\_\_  
(Affiant) (Title)

of \_\_\_\_\_  
(Company Name)

this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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

[seal of notary]

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

Solicitation/Contract #: \_\_\_\_\_

**REQUIRED AFFIDAVIT FOR BIDDERS, OFFERORS AND CONTRACTORS CLAIMING RESIDENT  
BIDDER STATUS**

**FOR BIDS AND CONTRACTS IN GENERAL:**

The bidder or offeror hereby swears and affirms under penalty of perjury that, in accordance with KRS 45A.494(2), the entity bidding is an individual, partnership, association, corporation, or other business entity that, on the date the contract is first advertised or announced as available for bidding:

1. Is authorized to transact business in the Commonwealth;
2. Has for one year prior to and through the date of advertisement
  - a. Filed Kentucky 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 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 \_\_\_\_\_  
(Company Name)

this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

[seal of notary]

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

**AML CONTRACTOR/SUBCONTRACTOR INFORMATION FORM ATTACHMENT D**

The requested information is necessary to obtain an AVS data evaluation to determine eligibility to work on AML-funded projects. Provide the requested information for the prime contractor and for each subcontractor.

**Part A: General Information**

Contractor Name: \_\_\_\_\_  
Tax Payer ID No.: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_  
State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
Phone : \_\_\_\_\_

**Part B: Legal Structure**

Corporation       Sole Proprietorship       Partnership       LLC  
 Other \_\_\_\_\_

**Part C: Ownership/Control Information**

Provide information for the following relationships: officers/directors; persons/companies owning greater than 10% of the voting stock; partners; members; person(s) who commit the financial, real estate or working assets; and person(s) who have the authority to determine the manner in which the AML work is conducted.

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Position/Title: \_\_\_\_\_  
Phone: \_\_\_\_\_  
% of Ownership: \_\_\_\_\_ Fed I.D. #: \_\_\_\_\_

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Position/Title: \_\_\_\_\_  
Phone: \_\_\_\_\_  
% of Ownership: \_\_\_\_\_ Fed I.D. #: \_\_\_\_\_

Attach additional pages as needed.

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

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



**Campaign Finance Law Compliance**

In accordance with the provisions of KRS 45A.110 and KRS 45A.115, each bidder or offeror shall submit this affidavit with the bid or proposal.

I hereby swear or affirm under penalty of perjury that:

- (1) neither the bidder or offeror as defined in KRS 45A.076(6), nor the entity which he/she represents, has knowingly violated any provisions of the campaign finance laws of the Commonwealth of Kentucky, and
- (2) the award of a contract to the bidder or offeror or the entity which he/she represents will not violate any provisions of the campaign finance laws of the Commonwealth of Kentucky.

I have fully informed myself regarding the accuracy of the statement made above.

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

\_\_\_\_\_  
Title Date

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

Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Subscribed and sworn to before me by \_\_\_\_\_,  
(Affiant) (Title)

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

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

(seal of notary) My commission expires:\_\_\_\_\_