



REQUEST FOR PROPOSALS

**SHADE CANOPIES
NOBLE PARK**

Paducah, Kentucky

ISSUE DATE: April 30, 2026

DUE DATE: May 14, 2026

Contract Manager: Amie Clark, Director of Parks & Recreation

Contact Information: aclark@paducahky.gov



CITY OF PADUCAH, KENTUCKY
REQUEST FOR PROPOSALS
NOBLE PARK SHADE CANOPIES PROJECT

INVITATION

The City of Paducah Parks and Recreation Department is seeking proposals from qualified vendors for the furnishing, delivery, and installation of new shade canopies in Noble Park.

This project is funded in whole or in part through a Community Development Block Grant (CDBG) and all applicable federal, state, and local requirements shall apply.

Qualified vendors must be licensed and authorized to operate in the Commonwealth of Kentucky and must demonstrate experience in the design, supply, and installation of shade canopies for public park facilities in compliance with all applicable standards.

The selected vendor shall provide all labor, materials, equipment, permits, demolition, hauling, installation, and related services necessary to complete the project in accordance with the specifications contained herein.

The total project budget shall not exceed \$120,000, and must be inclusive of all services, materials, installation, and applicable fees.

Vendors are invited to submit a proposal in accordance with the requirements as described herein no later than **10:30 am on Thursday, May 14, 2026**.

BACKGROUND

Bob Noble Park is celebrating its 100-yr anniversary in 2026. The park includes a public swimming pool, splash pad, baseball fields, dog parks, basketball courts, tennis courts, pickleball courts, pavilions, playgrounds, and an amphitheater.

The city seeks to improve the user experience by installing new shade structures at the public swimming pool facility and tennis court facility.

MINIMUM VENDOR QUALIFICATIONS

Respondents must meet or exceed the following minimum qualifications:

1. Be legally authorized to operate within the Commonwealth of Kentucky.
2. Experienced in the design, supply, and installation of shade structures for public park facilities.
3. Demonstrate compliance with ASTM standards for design and layout.
4. Demonstrate compliance with Kentucky Building Code and IBC requirements.
5. Meet applicable ASTM, NRPA, CPSI, ADA accessibility standards.
6. Procure, at vendor's expense, all permits, certificates, and licenses required for project completion.
7. Comply with all federal, state, and local laws, ordinances, and regulations.

8. Provide no fewer than three (3) references for similar completed playground projects.
9. Provide insurance meeting City of Paducah requirements.
10. Obtain and maintain a current City of Paducah Business License.
11. Be in good standing with the City of Paducah and McCracken County.
12. Comply with all applicable federal labor standards and grant requirements associated with CDBG funding.

SCOPE OF WORK

Furnish and Install Commercial Shade Canopy Systems

The Contractor shall provide all labor, materials, equipment, engineering (if required), fabrication, delivery, permits, demolition, installation, inspections, and closeout documentation necessary for the complete installation of permanent commercial-grade shade canopy systems for the City's outdoor pool facility and tennis facility located in Noble Park.

The city prefers manufacturer-certified pre-manufactured commercial shade canopy systems designed for permanent public recreational use. Custom-engineered systems may be proposed as an approved alternate only if they meet or exceed all requirements of this RFP and do not negatively impact project schedule or budget.

All systems shall comply with applicable federal, state, and local codes and be suitable for public park and recreational use under Kentucky climate conditions.

Temporary canopies, portable structures, residential-grade products and event tents shall not be accepted.

Contractor shall provide separate pricing and design considerations for the pool facility and tennis facility as outlined below.

BASELINE REQUIREMENTS (APPLICABLE TO ALL SYSTEMS)

1. General Performance Requirements

All Canopy systems shall:

- Be designed for permanent public recreational use
- Withstand Kentucky environmental conditions including:
 - i. High UV exposure
 - ii. Rain and wind events
 - iii. Freeze/thaw cycles
 - iv. Snow and ice loads where applicable
- Provide long-term durability with minimal maintenance
- Meet or exceed all applicable building codes and safety standards
- Be suitable for high-occupancy public use areas

Minimum wind load requirement: 90 MPH or greater as required by local code.

2. Approved System Types

The City will accept:

- Manufacturer-certified pre-manufactured commercial shade canopy systems (preferred),
or
- Custom-engineered systems (approved alternate only)

All systems must include documentation verifying structural performance and code compliance.

3. **Materials – General Requirements**

Shade Fabric (All Locations)

- Commercial-grade solution-dyed HDPE or solution-dyed acrylic fabric
- Minimum 95% UV blockage
- Minimum UPF 50+
- Fade-resistant (solution-dyed only; surface coatings not acceptable)
- High tear strength and tension-rated for permanent installation
- Mildew, mold, and stain resistant
- Flame-resistant where required by code

Structural Frame (All Locations)

- Hot-dip galvanized steel with powder-coated finish preferred
- Marine-grade aluminum acceptable if approved by owner
- Stainless steel hardware required
- Engineered for permanent installation and public use
- Designed for corrosion resistance in outdoor environments

4. **Engineering and Code Compliance**

Contractor shall provide either:

- Pre-Manufactured Systems
 - Manufacturer specifications
 - Standard engineered drawings
 - Structural load ratings (wind/snow)
 - Anchoring and installation requirements
 - Code compliance documentation
- Custom-Engineered Systems
 - Site-specific engineered drawings stamped by a Professional Engineer licensed in Kentucky
 - Structural calculations
 - Wind and snow load calculations
 - Foundation and anchoring design
 - Shop drawings and installation plans

All systems shall comply with:

- Kentucky Building Code
- Current International Building Code (IBC)
- Local permitting requirements
- ADA accessibility requirements where applicable

5. **Installation Requirements**

Contractor shall provide:

- Concrete footings and/or engineered mounting systems
- Layout verification prior to installation
- Utility locates prior to excavation
- Restoration of disturbed areas
- Safe construction sequencing around active public facilities
- Final tensioning, adjustments, and commissioning

6. **Warranty Requirements**

Minimum warranties

- Fabric – 10 years
- Structural frame – 10 years
- Workmanship – 2 years

Warranty shall cover:

- Excessive fading
- Fabric degradation or failure
- Structural corrosion or failure
- Connection failure
- Normal public recreational use conditions

7. **Project Schedule Requirements**

Contractor shall provide:

- Procurement and fabrication timelines
- Delivery schedule
- Installation schedule
- Substantial completion date
- Lead time disclosure for all major components

All work shall be completed no later than **August 31, 2026**.

The City reserves the right to require a liquidated damages provision in the agreement with contractor in the event this deadline is not met.

8. **Pricing Requirements**

Provide itemized pricing using:

- Exhibit A – Pool Facility Canopy System
- Exhibit B – Tennis Facility Canopy System

The City reserves the right to accept or reject individual scope items.

The City reserves the right to include or exclude individual items from the final contract award.

Substitutions and alternates shall be considered only as approved equal products and must be submitted with complete supporting documentation at the time of bid submission.

OUTDOOR POOL FACILITY SPECIFIC REQUIREMENTS

Provide permanent shade canopy structures for pool deck seating areas, spectator areas, and family gathering spaces.

Structural frames shall remain installed year-round. Shade fabric shall be designed for seasonal installation and removal from approximately May through August.

The system shall allow repeated seasonal fabric installation and removal without damage to the frame, hardware, or fabric.

9. **Additional Fabric Requirements**

In addition to baseline requirements, fabric shall:

- Be resistant to chlorine exposure and pool chemicals
- Be suitable for repeated seasonal handling and storage

- Maintain dimensional stability through repeated installation cycles

10. **Additional Structural Requirements**

In addition to baseline requirements, structure shall be:

- Designed for repeated seasonal fabric attachment and removal
- Frame must withstand winter conditions without fabric installed
- Corrosion resistance enhanced for high-moisture, chlorine-adjacent environment
- Designed for multiple users and high occupancy zones

TENNIS FACILITY SPECIFIC REQUIREMENTS

Provide permanent shade canopy systems installed over existing bleachers systems adjacent to tennis court enclosures.

The canopy system shall provide continuous year-round shade and weather protection while maintaining safe clearance for spectator seating areas and surrounding fencing.

11. **Additional Fabric Requirements**

In addition to baseline requirements, fabric shall:

- Be rated for continuous year-round exposure
- Resist snow, ice, and prolonged wet conditions
- Maintain long -term tension stability under variable weather loads

12. **Additional Structural Requirements**

In addition to baseline requirements, structure shall:

- Be designed specifically for installation over existing bleachers
- Accommodate fence enclosure geometry and clearance requirements
- Include engineered drainage to prevent water pooling and sagging
- Be designed for snow and ice load conditions per Kentucky codes
- Maintain long-term fabric tension without deformation
- Prevent ponding through slop, tensioning, or drainage design

ALTERNATE MANUFACTURER SYSTEMS

Pre-manufactured commercial systems are the preferred basis of design. Custom-engineered systems may be submitted only as an approved alternate.

All alternates must:

- Meet or exceed all performance requirements
- Maintain project schedule requirements
- No increase to project costs beyond available funding constraints
- Be approved in writing by the City

The City reserves sole discretion in determining equivalency and acceptance.

Owner reserves the right to request additional engineering documentation if necessary.

FOUNDATIONS AND INSTALLATION

Contractor shall provide:

- Concrete footings and/or engineered surface mounting systems

- Layout verification prior to installation
- Utility locates prior to excavation
- Restoration of disturbed surfaces
- Final fabric tensioning and commissioning
- Safe construction phasing around active public facilities

Work shall be coordinated to minimize disruption to pool and tennis facility operations.

CDBG REQUIREMENTS

Because this project is funded through a Community Development Block Grant (CDBG), the selected vendor must comply with all applicable federal requirements and any agreement with the City shall include, but not be limited to, the following:

- Section 3 of the Housing and Urban Development Act of 1968, as amended
- Equal Employment Opportunity requirements
- Federal labor standards, including Davis-Bacon Act requirements if applicable
- Contract Work Hours and Safety Standards Act
- Copeland Anti-Kickback Act
- Debarment and Suspension requirements
- Compliance with Executive Order 11246
- Disadvantaged Business Enterprise outreach requirements
- Certification regarding non-collusion and non-segregated facilities
- Compliance with all applicable HUD grant requirements

In addition, the vendor must comply with the following:

Vendor shall not use grant funds to promote “gender ideology” as defined in Executive Order (E.O.) 14168, Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government.

Vendor agrees that it’s compliance in all respects with all applicable Federal anti-discrimination laws is material to the U.S. Government’s payment decisions for purposes of section 3729 (b) (4) of title 31, United States Code.

Vendor certifies that it does not operate any programs that violate any applicable Federal anti-discrimination laws, including Title VI of the Civic Rights Act of 1964.

Vendor must administer its funding in accordance with all applicable immigration restrictions and requirements, including the eligibility and verification requirements that apply under Title IV of the Personal Responsibility Work Opportunity Reconciliation Act of 1996, as amended (8 U.S.C., 1601-1646) (PRWORA) and any applicable requirements that HUD, the Attorney General, or the U.S. Citizenship and Immigration Services may establish from time to time to comply with PRWORA Executive Order 14218, or other Executive Orders or immigration laws.

The vendor shall cooperate with all reporting, documentation, payroll verification, and compliance monitoring required for CDBG-funded projects.

EVALUATION AND AWARD

Proposals will be reviewed by the City’s Evaluation Committee.

Award may be made to the vendor submitting the lowest responsive and responsible proposal that best meets the City's specifications, project schedule, and grant compliance requirements.

The City reserves the right to:

1. Reject any or all proposals
2. Waive informalities or irregularities
3. Terminate this process at any time without penalty prior to the execution of an agreement with the selected vendor
4. Request clarification of submitted proposals
5. Accept the proposal deemed to be the best bid and in the best interests of the city

The lowest proposal may not necessarily be selected if it does not fully satisfy project requirements.

EVALUATION CRITERIA

- Qualifications and Experience – 20 points
- Compliance with specifications and amenities – 20 points
- Estimated Project Costs – 20 points
- References – 15 points
- Project Timeline, Expected Completion Date – 25 points

CONTRACT AWARD

Following evaluation, the City may recommend award to the selected vendor subject to approval by the Board of Commissioners.

A formal contractual agreement must be approved by the Board of Commissioners prior to execution.

Following approval, the City will issue a Notice of Award.

The selected vendor shall have 10 calendar days from notification to secure all required permits, licenses, and approvals necessary to begin work.

EXISTING CONDITIONS

Respondents are responsible for reviewing the project site and understanding all existing conditions which may affect the work. No consideration will be given to claims based on lack of knowledge of existing site conditions. Site can be viewed online via Google Earth:

Noble Park
2800 Park Ave
Paducah, KY 42001

SUBMISSION REQUIREMENTS

Submit three (3) hard copies of your complete proposal no later than:

Thursday, May 14, 2026, at 10:30 am

Deliver to:

**City Clerk's Office, City of Paducah
Attn: Noble Park Canopy Project
300 S. 5th Street
Paducah, Kentucky 42003**

Late submissions will not be accepted and will be returned to sender. Digital submissions will not be accepted.

REQUIRED SUBMITTALS

Each proposal shall include:

1. Completed Exhibit A – Cost Estimate Form – Pool Facility
2. Completed Exhibit B – Cost Estimate Form – Tennis Facility
3. Proposed project timeline
4. Product specifications and equipment details
5. Warranty information
6. Proof of licensing and insurance
7. Three (3) project references
8. Confirmation of CDBG compliance requirements
9. Any required certifications and federal forms associated with grant – funded procurement

GENERAL CONDITIONS

All materials and supplies shall be new.

The selected vendor shall provide and pay for all labor, tools, materials, equipment, transportation, permits, and licenses necessary to complete the work.

Any work performed outside normal working hours, including Sundays or legal holidays, shall be completed without additional cost to the City.

All costs associated with the preparation and submission of proposals shall be the sole responsibility of the respondent.

CONTACTING THE CITY

No vendor submitting a response to this RFQ, (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 RFQ 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 proposals shall be submitted in writing not later than May 5, 2026, 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 RFQ, 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.

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 within 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.

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/responses 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 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 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. Field 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
EXHIBIT A – COST ESTIMATE FORM – POOL FACILITY CANOPY SYSTEM**

(To be completed by vendor)

BASE BID – PRE- MANUFACTURED

Item	Description	Cost
1.	Engineering/Submittals	\$ _____
2.	Fabrication/Materials	\$ _____
3.	Structural Frame System	\$ _____
4.	Foundations and Installation	\$ _____
5.	Site Restoration	\$ _____
6.	Permits / Mobilization / Misc.	\$ _____
7.	Seasonal Fabric Components	\$ _____
	TOTAL BASE BID	\$ _____

ALTERNATE BID (If applicable)

Item	Description	Cost
Alt 1.	Optional Alternate Canopy System (Describe)	\$ _____

LEAD TIME:

- Fabrication: _____
- Delivery: _____
- Installation: _____
- Total Completion Estimate: _____

Vendor Name (Print)

Authorized Signature

Date

**CITY OF PADUCAH PARKS & RECREATION
EXHIBIT B – COST ESTIMATE FORM – TENNIS FACILITY CANOPY SYSTEM**

(To be completed by vendor)

BASE BID – PRE- MANUFACTURED

Item	Description	Cost
1.	Engineering/Submittals	\$ _____
2.	Fabrication/Materials	\$ _____
3.	Structural Frame System	\$ _____
4.	Foundations and Installation	\$ _____
5.	Site Restoration	\$ _____
6.	Permits / Mobilization / Misc.	\$ _____
7.	Drainage/Tensioning System	\$ _____
	TOTAL BASE BID	\$ _____

ALTERNATE BID (If applicable)

Item	Description	Cost
Alt 1.	Optional Alternate Canopy System (Describe)	\$ _____

LEAD TIME:

- Fabrication: _____
- Delivery: _____
- Installation: _____
- Total Completion Estimate: _____

Vendor Name (Print)

Authorized Signature

Date

CITY OF PADUCAH, KENTUCKY
REQUEST FOR PROPOSALS
KOLB PARK PLAYGROUND PROJECT

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	20		
2	Compliance with Specifications and Amenities	20		
3	Estimated Project Costs	20		
4	References	15		
5	Project Timeline & Expected Completion Date	15		

BIDDER’S OVERALL TOTAL SCORE _____