

The City of Henderson

P.O. Box 716
Henderson, Kentucky 42419-0716

Finance Department

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November 17, 2016

TO: All Prospective Bidders

FROM: Penny Hahn, Assistant Finance Director

SUBJECT: Bid Reference 16-32; Rebranding and Refurbishing of Entrance Signs

This letter is to clarify questions that have been asked regarding Bid Reference 16-32; Rebranding and Refurbishing of Entrance Signs.

Question: General questions that we have - what are the sizes (dimensions) of the signs, and are the signs S/F or D/F?

Answer: The vendor should inspect each sign location for exact material style and size of each.

Question: Does the bid include painting the whole sign?

Answer: Yes it does include painting the whole sign(s) at each location.

Question: The new sign, sign #6, will this be a replacement of the faces only? And are they to be aluminum or pan faces?

Answer: The sign #6 is the Municipal Service Center sign, and there is an aluminum panel in it now.

If you have any other questions, please let me know.

Thanks,

Penny Hahn
Assistant Finance Director

The City of Henderson

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November 10, 2016

INVITATION TO BID

Bid Reference No. 16-32

Competitive sealed bids will be received by the City of Henderson, Kentucky for the following:

Rebranding and Refurbishing of Entrance Signs

Bids will be accepted in the Office of the Director of Finance, 222 First Street, Henderson, Kentucky, 42420, until 1:30 p.m., prevailing local time, on Tuesday, November 29, 2016, at which time the bids will be publicly opened and read.

The bids are being solicited pursuant to KRS 45A.365.

City of Henderson, Kentucky
Invitation to Bid

Bid Reference No. 16-32

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City of Henderson, Kentucky
Invitation to Bid

INSTRUCTIONS TO BIDDERS

1. Each bid must be signed by the bidder with his usual signature. Bids by a Partnership must be signed with the partnership name by one of the members of the partnership, or by an authorized representative, followed by the signature and title of the person signing. Bids by Corporations must be signed with the name of the corporation, followed by the signature and designation of the president, secretary, or person authorized to legally bind the corporation.
2. Bids must be received prior to the specified time of closing as designated in the invitation. Bids received late will be returned unopened to the bidder.
3. Envelopes must be sealed when submitted and must be properly noted with the bid reference number. Separate bids must be submitted for each reference number.
4. Bids containing erasures or corrections thereon will be rejected unless said erasures or corrections are noted over the initials or signature of the bidder.
5. Bids may be submitted on any one item or any group of items unless otherwise stated herein. The unit price must be shown for each item or group of items as requested.
6. References in the *Technical Specifications* describing the material, supplies, or services required of a particular trade name, catalog or model number are made for descriptive purposes to guide the bidder in interpreting the type of material or supplies or nature of the work described. They should not be construed as excluding offers on other type of materials and supplies or of performing the work in a manner other than specified. However, the bidders attention is called to Paragraph 6 of the *General Conditions* which must be strictly adhered to.
7. Bids are to be mailed to or delivered to the Office of the Director of Finance, Henderson Municipal Center, 222 First Street, PO Box 716, Henderson, Kentucky 42419.
8. The City's sales tax exemption status may not be used by the bidder to acquire materials or supplies on a sales tax exempt basis. Any sales taxes or other taxes incurred by the bidder remain the responsibility of the bidder. It is assumed that all such costs incurred by any bidder are included in his bid price.

- End of Section -

City of Henderson, Kentucky
Invitation to Bid

GENERAL CONDITIONS

1. The City of Henderson reserves the right to reject any and all bids, and unless otherwise specified by the bidder, to accept any item or group of items in the bid. In case of error in extending the total amount of the bid, the unit price will govern.
2. The City of Henderson's payment terms are net 30.
3. In case of default by the bidder or contractor, the City of Henderson may procure the articles or services from other sources and hold the bidder or contractor responsible for any excess cost occasioned thereby.
4. Prices shall be stated in units of quantities specified.
5. Prices quoted, unless otherwise stated by bidder, will be considered as being based on delivery to destination as designated and to include any charges for packing, crating, containers, etc., and being in strict accordance with specifications as shown.
6. Whenever a reference is made in the specifications or in describing the materials, supplies or services required, or a particular trade name, manufacturer's catalog, or model number, the bidder, if awarded a contract, will be required to furnish the particular item referred to in strict accordance with the specifications or description unless a departure or substitution is clearly noted and described in the proposal by the bidder.
7. The bidder, if awarded an order or contract, agrees to protect, defend, and save harmless the City against any demand for the use of any patented materials, process, article, or device, that may enter into the manufacture, construction, or form a part of the work covered by either order or contract and he further agrees to indemnify and save harmless the City from suits or actions of every nature and description brought against it, for or on account of any injuries or damages received or sustained by any party or parties, by or from any of the acts of the contractor, his servants, or agents.
8. Samples, when requested, must be furnished free of expense prior to the opening of bids and if not destroyed will, upon request, be returned at the bidder's expense.
9. Terms and conditions, unless stated otherwise herein, are to be effective for one year from the date of bid acceptance by the City Commission.

GENERAL CONDITIONS

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10. All bids shall remain valid for a period of thirty (30) days after bid opening unless a longer period is otherwise stated herein.
11. Bidder may be required to obtain a City of Henderson Occupational License within ten days of contract award.
12. All federal, state, and local law requirements must be followed.
13. The City accepts responsibility of merchandise upon receipt at the City's delivery point unless otherwise noted herein.
14. Prior to a contract being awarded to the lowest responsible and responsive bidder whose bid meets specifications, 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.

Bids will be evaluated and awarded on the following basis (*as marked*):

Lowest Bid Price; or

Lowest Evaluated Bid Price. The objective measurable criteria for this evaluation are enclosed.

“Responsible bidder” means a person who has the capability in all respects to perform fully the contract requirements, and the integrity and reliability which will assure good faith performance.

15. Special Conditions, if any, are enclosed. A conflict between *Special Conditions* and *General Conditions* shall be construed in favor of the *Special Conditions*.
16. Prevailing Wage Requirements: Pursuant to KRS Chapter 337.505 to 337.550 and federal Davis-Bacon and Related Act Requirements, prevailing wages must be paid by the successful contractor and all of his subcontractors for certain construction contracts. If applicable, a Wage Decision will be enclosed that establishes the minimum rate that must be paid under the contract. Contractor certification concerning labor standards and prevailing wage requirements, ongoing payroll documentation, and other information will also be required for contracts that must comply with prevailing wage requirements.
17. The Description of Requirements and Specifications (technical specifications) for the procurement are enclosed herewith.

18. Conflict of interest -- Gratuities and kickbacks -- Use of confidential information.
(KRS 45A.455)

- (1) 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:
 - (a) He, or any member of his immediate family has a financial interest therein; or
 - (b) 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
 - (c) 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, 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.
- (2) 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 connection 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 and any solicitation or proposal therefore.
- (3) 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 prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.
- (4) The prohibition against conflicts of interest and gratuities and kickbacks shall be conspicuously set forth in every local public agency written contract and solicitation therefore.
- (5) 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 any other person.

Effective: April 9, 1980

History: Amended 1980 Ky. Acts ch. 250, sec. 16, effective April 9, 1980. --
Created 1978 Ky. Acts ch. 110, sec. 92, effective January 1, 1980.

- End of Section -

City of Henderson, Kentucky
Invitation to Bid

Bid Reference No. 16-32

SPECIAL CONDITIONS AND TECHNICAL SPECIFICATIONS

The City of Henderson is requesting bid proposals for the rebranding and refurbishing of signs located within the City corporate limits. The specific sign locations are as follows:

1. US 41 North - at entrance to the Bi-State Vietnam Gold Star Memorial Bridge (twin bridges)
2. US 60 East - at Wathen Lane
3. US 60 West – ½ mile past the Henderson Community College
4. US 41 South / Pennyrile Parkway (access off Airline Road at Henderson County Road Department located on Sam Ball Way)
5. Red Banks Park – at Merrit Drive and 6th Street
6. Henderson Municipal Service Center – at 1449 Corporate Court

SCOPE OF WORK:

- Removal of existing sign panel. Replace with ¼” aluminum panel and ¼” routed aluminum letters painted white. The feather artwork shall be of a vinyl material (3-M product or approved equal)
- Sign framework shall be thoroughly cleaned and prepared in accordance with paint manufacturer’s recommendation. Paint shall be an oil-based product and suitable for use on existing surfaces. Two coats of paint are required.
- Paint shall be applied in accordance with manufacturer’s recommendation.
- Vendor shall visit each of the locations to verify size, materials, access and existing sign ground conditions.
- Warranty: Painted surfaces – 2 years. Sign face and vinyl artwork – 3 years.
- Time Frame:
 - Proof development – 2 weeks
 - Proof approval – 1 week
 - Refurbished sign base and installation of new sign faces – 6 to 8 weeks

Weather conditions and delays will be considered in the time frame.

- Each sign shall be temporarily covered until all signs are completed. An official dedication is planned and signs will be unveiled on the same date.

SPECIAL CONDITIONS AND TECHNICAL SPECIFICATIONS

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- Safety: Vendor is responsible for its own safety program and implementation. The owner may advise vendor if safety concerns arise but takes no responsibility for the vendor's safety program. Several sign locations are along State Highways and vendors must follow State requirements for parking and working within the right-of-way.
- Pricing: Each sign location shall have a price shown with a total price of all signs. The individual prices shall be used as a basis for contract award.
- **The City of Henderson reserves the right to have some but not all signs done at the same time.** Vendor may offer a discounted price total if all signs are completed in this contract at the same time.
- Please refer to attached page 14 for the specific branding requirements as to color, font and file usage. **The desired background color is 'primary color' PMS 2410 C (dark green).** Any variation must be approved.
 - For signs # 1 – 4 refer to attached Exhibit A;
 - For sign # 5 – refer to attached Exhibit B;
 - For sign # 6 – refer to attached Exhibit B without the words "welcome to." The current sign at site # 6 is attached as Exhibit C.

- End of Section -

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BID PRICING SHEET

US 41 North: \$ _____
US 60 East: \$ _____
US 60 West: \$ _____
US 41 South/Pennyrile Parkway: \$ _____
Red Banks Park: \$ _____
Henderson Municipal Service Center: \$ _____
Total price of individual signs: \$ _____

OR Total “discounted” price (if completed at same time): \$ _____

Addendum # received _____

Non-Collusive Bid Statement: The undersigned bidder, having fully informed himself regarding the accuracy of the statements made herein, certifies that: (1) The bid has been arrived at by the bidder independently and has been submitted without collusion with, and without any agreement, understanding, or planned common course of action with any other vendor of materials, supplies, equipment, or services described in the bid, designed to limit independent bidding or competition, and (2) The contents of the bid have not been communicated by the bidder or its employees or agents to any person not an employee or agent of the bidder or its surety on any bond furnished with the bid, and will not be communicated by any such person prior to the official opening of the bid.

Signature of Authorized Official

Name and Title (printed)

Legal Name of Business

Address

Address

Telephone Number

Date

Affix seal below if bid is by corporation.

This seal was herewith affixed in the presence of:

Signature _____ Title _____

City of Henderson, Kentucky
Invitation to Bid

Bid Reference No. 16-32

REQUIRED AFFIDAVIT FOR BIDDERS CLAIMING KENTUCKY RESIDENT BIDDER
STATUS

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 City of Henderson 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 _____, 20____.
(Company Name)

Notary Public

[seal of notary]

My commission expires: _____



H e n d e r s o n C o l o r s , F o n t s a n d F i l e U s a g e

COLOR PALETTE

PRIMARY:

-  PMS 2410 C
CMYK: 77 46 88 28
RGB: 68 90 62
HEX: 445A3E
-  PMS Warm Gray 11 C
CMYK: 26 36 38 68
RGB: 110 98 89
HEX: 6E6259

SECONDARY:

-  PMS 174 C
CMYK: 8 86 100 36
RGB: 150 56 33
HEX: 963821
-  PMS 2379 C
CMYK: 81 64 41 38
RGB: 59 69 89
HEX: 3B4559
-  PMS 453 C
CMYK: 11 7 35 15
RGB: 191 187 152
HEX: BFB898
-  PMS 7527 C
CMYK: 3 4 14 8
RGB: 214 210 196
HEX: D6D2C4

RECOMMENDED TYPEFACE FAMILIES

TYPEFACE FAMILIES:

- HEADLINES:** Shimmer Bold
The quick brown fox jumps over the lazy dog
ABCDEFGHIJKLMNPOQRSTUVWXYZ
abcdefghijklmnopqrstuvwxyz 0123456789!@#%&*~(){}
<https://www.fontspring.com/fonts/blue-vireo/fonts/shimmer-ot>
- BODY COPY:** Source Sans Pro
The quick brown fox jumps over the lazy dog
ABCDEFGHIJKLMNPOQRSTUVWXYZ
abcdefghijklmnopqrstuvwxyz 0123456789!@#%&*~(){}
<https://www.fontsquirrel.com/fonts/source-sans-pro>
- LOGOTYPE 1:** Adelle Regular
The quick brown fox jumps over the lazy dog
ABCDEFGHIJKLMNPOQRSTUVWXYZ
abcdefghijklmnopqrstuvwxyz 0123456789!@#%&*~(){}
<https://www.myfonts.com/fonts/type-together/adelle/>
- LOGOTYPE 2:** Adelle Sans Regular
The quick brown fox jumps over the lazy dog
ABCDEFGHIJKLMNPOQRSTUVWXYZ
abcdefghijklmnopqrstuvwxyz 0123456789!@#%&*~(){}
<http://www.myfonts.com/fonts/type-together/adelle-sans/>
- TAGLINE:** Adelle Bold Italic
The quick brown fox jumps over the lazy dog
ABCDEFGHIJKLMNPOQRSTUVWXYZ
abcdefghijklmnopqrstuvwxyz 0123456789!@#%&*~(){}
<https://www.myfonts.com/fonts/type-together/adelle/>
- OFFICE USE:** Franklin Gothic Regular
The quick brown fox jumps over the lazy dog
ABCDEFGHIJKLMNPOQRSTUVWXYZ
abcdefghijklmnopqrstuvwxyz 0123456789!@#%&*~(){}
<https://www.myfonts.com/fonts/ascender/tahama/>

FILE USAGE

Use of digital artwork in different applications requires the use of different digital file formats.

To ensure the best quality reproduction, the following file format uses are suggested:

WORD

- .EPS
- .BMP
- .JPG
- .GIF
- .TIF

POWER POINT

- .PNG
- .BMP
- .JPG
- .GIF
- .TIF

WEB (HTML)

- .JPG
- .GIF

INDESIGN

- .EPS
- .TIF



Exhibit A



Exhibit B



Exhibit C