

The City of Henderson

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

Finance Department
Phone: (270) 831-1200
Fax: (270) 831-1246
E-mail: Finance@hendersonky.gov

January 2, 2026

INVITATION TO BID

Bid Reference No. 26 - 02

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

Burn Room Repairs for Fire Department

Bids will be accepted in the Finance office located on the first floor of the Henderson Municipal Building at 222 First Street, Henderson, Kentucky 42420. Bids may also be mailed to PO Box 716, Henderson, Kentucky 42419. Bids will be accepted until 3:00 pm on Thursday, February 12, 2026, prevailing local time, 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
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| | <u>Enclosed</u> |
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| IV. Lowest Evaluated Bid Price Criteria | <input type="checkbox"/> |
| V. Technical Specifications | <input checked="" type="checkbox"/> |
| VI. Bid Pricing Sheet | <input checked="" type="checkbox"/> |
| VII. KRS 45A.395 State Required (Enclosure A) | <input checked="" type="checkbox"/> |

Only sections marked as “Enclosed” are applicable to bid award.

City of Henderson, Kentucky
Invitation to Bid

INSTRUCTIONS TO BIDDERS

1.1 General

The City of Henderson, Kentucky (“City”) invites competitive sealed bids for the goods or services described in this *Invitation to Bid*. All bids must be prepared and submitted in accordance with the instructions to bidders and all other applicable sections of the bid package.

Failure to comply with these instructions may result in the bid being deemed non-responsive.

1.2 Bid Submission

Bids must be received by the City at the location, date, and time specified in the *Invitation to Bid*. Bids received after the stated deadline will not be accepted and will be returned unopened.

Bids shall be submitted in a sealed envelope clearly marked with the bid reference number and bid title. Separate bids are required for each bid reference number.

1.3 Execution of Bid

Each bid must be signed by an individual authorized to legally bind the bidder.

- Bids submitted by an individual shall be signed by the individual.
- Bids submitted by a partnership shall be signed by a partner or authorized representative.
- Bids submitted by a corporation or other legal entity shall be signed by an authorized officer or representative.

Unsigned bids may be rejected as non-responsive.

1.4 Bid Forms and Required Documents

Bidders shall submit all forms, pricing sheets, affidavits, and certifications identified in the bid package.

Failure to submit any required enclosed document may result in rejection of the bid.

1.5 Bid Pricing

Prices shall be submitted on the Bid Pricing Sheet provided. Prices shall be stated in the units requested and shall include all costs necessary to fulfill the requirements of the bid unless otherwise stated.

In the event of a discrepancy between unit prices and extended totals, the unit prices shall govern.

1.6 Corrections, Alterations, and Irregularities

Bids containing alterations, erasures, or corrections shall be clearly noted and initialed by the bidder. The City reserves the right to waive informalities or minor irregularities that do not affect the responsiveness of the bid.

1.7 Withdrawal or Modification of Bids

A bidder may withdraw or modify a bid prior to the bid opening by submitting a written request to the City. No bid may be withdrawn or modified after the bid opening except as permitted by law.

1.8 Bid Validity

All bids shall remain valid for a period of sixty (60) days following the bid opening unless a longer period is stated in the bid documents.

1.9 Interpretation of Documents

Bidders are responsible for reviewing all bid documents and determining that they understand the requirements. Questions regarding the bid must be submitted in accordance with the procedures and deadlines stated in the *Invitation to Bid*.

No oral interpretations or clarifications shall be binding on the City.

1.10 Contact Information

Questions regarding this solicitation shall be directed to the Finance Manager, Shay Bridges at the Henderson Municipal Building. Please see contact information below:

Phone: 270-831-1200

E-mail: finance@hendersonky.gov

— End of Section —

City of Henderson, Kentucky
Invitation to Bid

GENERAL CONDITIONS

2.1 Authority and Reservation of Rights

The City of Henderson, Kentucky reserves the right to reject any or all bids, to waive informalities or minor irregularities, and to award the bid in the manner determined to be in the best interest of the City and in accordance with applicable law.

The City may award the bid by item, by group, or in its entirety, unless otherwise stated in the bid documents.

2.2 Governing Law and Compliance

This procurement is governed by KRS Chapter 45A and all applicable federal, state, and local laws, regulations, and ordinances.

The successful bidder shall comply with all laws applicable to the performance of the services, including safety, occupational, fire, and environmental regulations.

2.3 Independent Contractor Status

The successful bidder shall perform all services as an independent contractor. Nothing contained in the bid documents or resulting contract shall be construed to create an employer-employee relationship between the City and the bidder or the bidder's employees.

The bidder shall be solely responsible for wages, benefits, taxes, insurance, and compliance with labor laws.

2.4 Pricing and Taxes

All prices submitted shall be firm and shall include all labor, materials, equipment, supervision, overhead, and other costs necessary to perform the services in accordance with the bid documents.

GENERAL CONDITIONS

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The City's sales tax exemption shall **not** be used by the bidder to acquire materials or supplies. Any applicable taxes incurred by the bidder remain the responsibility of the bidder.

2.5 Payment Terms

The City's standard payment terms are net thirty (30) days following receipt of a properly submitted invoice and satisfactory completion of the services.

Payment shall not constitute acceptance of non-conforming or deficient work.

2.6 Performance and Inspection

All work performed shall be subject to inspection and oversight by the City and the Fire Department.

Failure to meet performance, safety, or coordination requirements may result in corrective action, withholding of payment, or termination of the contract.

2.7 Errors, Omissions, and Conflicts

In the event of a conflict between sections of the bid documents, *Special Conditions* shall govern over *General Conditions*, and *Technical Specifications* shall govern over both.

Errors or omissions in the bid documents shall not relieve the bidder from the obligation to perform the services as intended.

2.8 Default and Remedies

If the successful bidder fails to perform the services in accordance with the bid documents, the City may:

- Require corrective action
- Withhold payment for unsatisfactory performance
- Terminate the contract in whole or in part
- Procure the services from another source and hold the bidder responsible for any excess costs

GENERAL CONDITIONS

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These remedies are cumulative and in addition to any other remedies available under law.

This remedy shall be in addition to any other remedies available to the City under law.

2.9 Assignment and Subcontracting

The bidder shall not assign, transfer, or subcontract the contract, in whole or in part, without the prior written consent of the City.

The bidder shall remain fully responsible for the performance of all subcontractors.

2.10 Contract Term

The contract term, including any renewal or extension options, shall be as stated in the Special Conditions. No extensions or renewals shall be implied.

2.11 Validity of Bids

All bids remain valid for a period of sixty (60) days following the bid opening unless a longer period is stated in the bid documents.

2.12 Awarding

Prior to a contract being awarded to the lowest responsible and responsive bidder whose bid meets specifications.

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.

GENERAL CONDITIONS

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2.13 Conflict of Interest

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. 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.
- (4) 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
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SPECIAL CONDITIONS

3.1 Purpose and Scope

These *Special Conditions* apply specifically to the Fire Department Burn Room repairs being procured under this *Invitation to Bid* and shall supplement the *Instructions to Bidders* and *General Conditions*.

In the event of a conflict, *Special Conditions* shall govern.

3.2 Scope of Services

The successful bidder shall perform repairs to the Fire Department Burn Room as described in the *Technical Specifications*.

All work shall be performed strictly in accordance with the requirements set forth in the bid documents and to the satisfaction of the City and Fire Department.

3.3 Scheduling and Coordination

Work shall be scheduled and coordinated with the Fire Department.

3.4 Performance Standards

Services shall be performed in a professional, timely, and workmanlike manner consistent with industry standards and the requirements of the bid documents.

Failure to maintain acceptable performance standards may be grounds for corrective action, withholding of payment, or termination.

3.5 City Oversight and Inspection

The City reserves the right to monitor, inspect, and evaluate service performance at any time during the contract term.

SPECIAL CONDITIONS

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The City may require corrective action if services are determined to be unsatisfactory or not in compliance with the bid requirements.

3.6 Insurance Requirements

The successful bidder shall maintain insurance coverage in the types and amounts specified by the City prior to commencing services and for the duration of the contract.

Insurance requirements, including coverage limits and additional insurance provisions, shall be as stated in the bid documents or incorporated by reference.

Failure to maintain required insurance coverage may result in suspension of services or termination of the contract.

3.7 Licenses, Permits, and Insurance

The successful bidder shall obtain and maintain all licenses, permits, and registrations required to perform the services, including any applicable City occupational license.

Proof of required licenses or permits shall be provided upon request.

During the term of the contract and before any part of the services are performed or the goods are delivered, Bidder shall, at Bidder's sole expense, cause to be issued and maintained not less than the insurance coverage's set forth below:

A. Broad Form Comprehensive General Liability, including Products and Completed Operations.

| | |
|----------------|-----------------------------|
| Bodily Injury: | \$1,000,000 each occurrence |
| | \$2,000,000 aggregate |

| | |
|------------------|-----------------------------|
| Property Damage: | \$1,000,000 each occurrence |
|------------------|-----------------------------|

B. Umbrella Insurance Aggregate limits of liability: \$2,000,000

Bodily injury and Property Damage Liability
Personal and Advertising Injury Liability

SPECIAL CONDITIONS

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C. Workers Compensation for all employees used on the job pursuant to statute.

The City of Henderson shall be listed as an Additional Insured on General Liability with a Waiver of Subrogation.

Certificates of insurance, issued by companies authorized to do business in the state of Kentucky, satisfactory in form to the City and signed by the Bidder's insurer shall be supplied by Bidder to the City evidencing that the above insurance is in force and that not less than thirty (30) calendar days written notice will be given to the City prior to any cancellation or restrictive modification of the policies. Bidder shall replace any cancelled policy within the thirty (30) day notice period so that there is no lapse in coverage at any time during the period covered by this contract.

3.8 Personnel and Conduct

The bidder shall ensure that all personnel performing services are properly trained, qualified, and supervised.

The City reserves the right to require removal of any personnel whose conduct or performance is deemed unsatisfactory or inconsistent with City policies or operational needs.

3.9 Safety and Compliance

The bidder shall be responsible for compliance with all applicable safety standards, regulations, and laws.

The bidder shall take all reasonable precautions to protect persons, property, and City facilities from damage arising out of the performance of services.

— End of Section —

City of Henderson, Kentucky
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TECHNICAL SPECIFICATIONS

4.1 Description of Services

The bidder shall provide the following services:

- Service Description: Repairs to the Henderson, Kentucky Fire Department Burn Room
- Service Location(s): 1131 5th Street, Henderson, Kentucky 42420

Services shall be performed as required to meet the operational needs of the Fire Department.

4.2 Performance Standards

All repairs shall:

- Restore the burn room to a safe and usable condition
- Be suitable for continued training use
- Meet applicable codes, standards, and safety requirements

4.3 Equipment, Materials, and Supplies

Unless otherwise stated, the bidder shall furnish all equipment, materials, supplies, and tools necessary to perform the services.

All equipment and materials shall be suitable for the intended use and maintained in safe working condition.

4.4 Coordination

The bidder shall coordinate all work with the Fire Department.

Access to the facility shall be as directed by the City.

TECHNICAL SPECIFICATIONS

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4.5 Inspection and Acceptance

All work is subject to inspection by the City and Fire Department.

4.6 Compliance with Specifications

Submission of a bid certifies that the bidder understands and agrees to comply with the *Technical Specifications* as stated herein.

4.7 Scope of Services

Henderson Fire Department (HFD) is seeking bids for repair and replacement of the burn room ceiling located at the HFD Training Grounds, 1131 5th Street, Henderson, KY 42420. These repairs are to be made in response to the inspection report provided to HFD by Collins Engineers, Inc. on February 18, 2025. The report states, "The ceiling of the burn room exhibited areas of moderate warping." Their recommendation was replacement of the ceiling in the burn room and replacement of insulation as needed.

1. Remove entire stainless steel, 8'x12' ceiling in training facility burn room.
2. The metal that is removed from the ceiling will be left on site for future use and will not go with the contractor.
3. Upon removal of the ceiling, Division Chief Casey Howard (HFD) will determine if the insulation needs to be replaced.
4. If the insulation is to be replaced, work on the ceiling will be postponed until HFD replaces the insulation. Work would restart after roughly 10 days.
5. If the insulation does not have to be replaced the ceiling installation may continue immediately.
6. Install a new ceiling of 3/16" flat steel sheets.
7. The 3/16" flat steel sheets will be reinforced and held in place by welding 1/4" thick, 2"x2" tubing on the bottom side of the new ceiling. The tubing will be welded to the ceiling panels in approximately a 20 3/4 x 23 3/8 on center (oc) grid pattern. The diagram on the next page shows the approximate layout of the grid pattern. The 16"x16" vent must remain accessible and in working order. The new ceiling should not have any exposed bolts or screws.
8. All welds must be structurally sound and will be made by a certified welder.
9. All exposed material will be ground smooth for appearance and safety.

TECHNICAL SPECIFICATIONS

Page 3

Contact Casey Howard to schedule tours of the facility.

cahoward@hendersonky.gov

(270)903-6872

NOT TO SCALE. All measurements are approximations. It is up to the contractor to determine exact spacing based on the provided approximations.

| Approx. 83" total | | | |
|----------------------------|---------|---------|---------|
| | 20 ¾ oc | 41 ½ oc | 62 ¼ oc |
| | | | |
| 23 3/8 oc | | | |
| | | | |
| 46 ¾ oc | | | |
| | | | |
| 70 1/8 oc 16x16 Vent | | | |
| | | | |
| 93 ½ oc | | | |
| | | | |
| 116 7/8 oc | | | |
| | | | |

Approx. 140" total

Window

140"

TECHNICAL SPECIFICATIONS

Page 4

This picture shows the burn room ceiling. The rectangular hole in the left of the picture was cut for inspection purposes only. The inspection hole shall not be in the new ceiling. The square hatch on the right shall remain. The hatch on the right is ventilation hole that opens to the second floor.



TECHNICAL SPECIFICATIONS

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TECHNICAL SPECIFICATIONS

Page 6



This picture shows a gap between the ceiling and wall.

TECHNICAL SPECIFICATIONS

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This picture shows the current 2x2 tubing used to support the ceiling. The tubing does not need to be replaced.

— End of Section —

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BID PRICING SHEET

Bid Reference No.: 26 - 02

Vendor Name: _____

Instructions: Prices shall be firm and inclusive of all labor, materials, equipment, supervision, overhead, profit, and all other costs necessary to perform the services in accordance with the bid documents. No additional charges will be permitted unless expressly stated.

5.1 Total Bid Price \$ _____

5.2 Certification

By submission of this Bid Pricing Sheet, the bidder certifies that:

- All pricing includes all costs necessary to perform the services
- The bidder understands the *Technical Specifications*.
- The price submitted is accurate, complete, and binding

BID PRICING SHEET

Page 2

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 _____
06-01-14F

— End of Section —

BID PRICING SHEET

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Enclosure A

REQUIRED TO BE SUBMITTED WITH BID

The provisions of KRS 45A.395 required 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 the _____ day of _____, 20__.

(Company Name)

(Typed or printed name)

(Signature)

(Title)