



DAVIESS COUNTY FISCAL COURT

212 St. Ann Street, Room 202
Owensboro, KY 42303
(270)-685-8424

www.daviessky.org County Government > Current Bid Documents

ISSUED: 06-10-2024

Invitation for Bid: 2425-01: TWO (2) NEW TANDEM DUMP TRUCKS (ROAD)

BIDS SHALL BE ACCEPTED UNTIL: **THURSDAY, JUNE 27, 2024**, @ 2:00 P.M. LOCAL TIME, AT WHICH POINT THEY WILL BE OPENED AND PUBLICLY READ AT THE DAVIESS COUNTY COURTHOUSE.

SPECIFICATION CONTACT

Carl Wright
Daviness County Public Works
270-685-8456
cwright@daviessky.org

CONTRACT CONTACT

Kandace Sturgeon
Daviness County Fiscal Court
270-685-8424
ksturgeon@daviessky.org

[SAMPLE ENVELOPE]

MAIL ONE (1) COMPLETE COPY WITH VENDOR AND BID INFORMATION AS SHOWN IN SAMPLE

Vendor Name
Vendor Address
Contact Number

Attn: Purchasing Department
Daviness County Fiscal Court
212 St. Ann Street, Room 202
Owensboro, KY 42303

SEALED BID: (Bid Name)

CONTRACT TERM AGREEMENT:
Upon Approval of Daviness County Fiscal Court

The undersigned certifies that he/she has the authority to bind this company in an agreement/contract to supply the commodity or service in accordance with all terms, conditions, and pricing specified. By signing and submitting this bid, the Vendor acknowledges that they have read, understand and agree to all aspects of the specifications and bid requirements as presented without reservation or alteration. This Bid, if accepted, will constitute an Agreement and Contract with Daviness County, Kentucky, upon approval by Daviness County Fiscal Court. Prices are firm during this agreement term, unless agreed upon in writing by the County.

Company Name

Authorized Agent (Print)

Signature

Title

Address

City/State/Zip Code

E-Mail Address

Phone Number

_____/_____/_____
Date

Fax Number

2.0 BID FORM: 2425-01: TWO (2) NEW TANDEM DUMP TRUCKS (ROAD)

UNIT 1

MAKE _____

MODEL _____

YEAR _____

TOTAL BID PRICE _____

ESTIMATED DELIVERY DATE ____ / ____ / ____

UNIT 2

MAKE _____

MODEL _____

YEAR _____

TOTAL BID PRICE _____

ESTIMATED DELIVERY DATE ____ / ____ / ____

Any Exceptions to the Bid?* Yes No

**IF YES, PLEASE INCLUDE DOCUMENTATION DENOTING ANY EXCEPTION AND WHAT SECTION(S) IT PERTAINS TO. FAILURE TO PROPERLY RECORD EXCEPTIONS COULD RESULT IN IMMEDIATE REJECTION OF THE BID.*

2.1 BID SPECIFICATIONS

- I. **SCOPE:** Daviess County Fiscal Court is seeking a qualified vendor to provide two (2) new tandem dump trucks for the Daviess County Road Department.
- II. **DELIVERY:** Delivery will be made to the Daviess County Operations Center, 2620 Highway 81, Owensboro, KY 42301.
- III. **MANUALS:** Operator and Maintenance manuals shall be delivered with the equipment.
- IV. **MACHINE EQUIVALENCY CLAUSE:** The bid specifications are specific to an International HV507 SFA unit. This is merely to convey the target performance desired by the County. It is not the intention of the specifications within this document to eliminate any bidder; however, quoted items must equal or exceed stated specifications. Sufficient documentation is required to verify equivalent or superior performance.

2.2 BID SPECIFICATIONS CONTINUED

I. HYDRAULIC SYSTEM

HYDRAULIC PUMP: The hydraulic pump shall be an axial piston pressure and flow compensated load-sensing type. The pump shall be cast iron construction and rate to 4.67 cubic inches per revolution at maximum stroke which will deliver 19.2 GPM @ 1000 Engine RPM. The pump shall have a 2" suction line and a ¾" case drain line plumbed directly back to the reservoir. The pump shall be rated for 4000 PSI maximum and 3500 PSI continuous. The pump shall have a severe duty, high pressure outboard Teflon shaft seal that protects the pump shaft bearing and seal from external contamination and salt spray. The pump shall have a 1 ¼" keyed drive shaft and SAE type C mounting flange. The pump shall be a Force America FASD34L-KIT or documented equivalent.

SHUT DOWN SYSTEM: A 1" high pressure ¼ turn ball valve shall be installed at the discharge port of the pump. The ball valve shall be rated to 5000 PSI and have SAE #16 ports.

MOUNTING: The hydraulic pump shall be mounted with shaft centerline parallel to the crankshaft centerline and at a level to create not more than a three-degree angle on the driveline. The pump mounting shall be incorporated with a bracket fabricated to mount in the extended frame rails of the truck.

DRIVE LINE: The hydraulic pump shall be driven directly off the engine crankshaft via a splined driveline to allow for movement. The driveline shall include grease fitting on both u-joints. Driveline shall be a Force America model 1310 series or documented equivalent.

RESERVOIR/VALVE ENCLOSURE:

- The hydraulic reservoir will be of 35 gallons nominal capacity.
- The hydraulic reservoir will be constructed of 10-gauge powder coated mild steel and be internally baffled.
- The valve enclosure lid will protect from both road and pressure washer spray.
- The valve enclosure lid shall be 10-gauge powder coated mild steel.
- The valve enclosure lid shall have a molded integrated handle for ease of removal.
- The valve enclosure lid shall be attached to the reservoir via (4) rubber straps that can be removed without the use of any tools.
- Mounting bracket is to be designed and supplied by the reservoir supplier.
- Mounting system should allow for a 1" frame clearance for frame obstructions.
- Shall be mounted in a manner as to not transmit any truck torsional loads through the tank.
- The enclosure will use a gasket-less passive technology. (No rubber seals, gaskets, or weather stripping).
- The enclosure lid will be removable within seconds by one person without the use of tools.
- All valve fittings, hose ends, filter, filler breather, sending units and any electrical connections are to be protected by enclosure cover.
- The reservoir supplier will provide all valve fittings (JIC connections) and plumb the return line from the valve to the filter.
- The cover will protect from both road and pressure washer spray.
- The use of bulkhead fittings is not permitted.
- The directional control valve must be easily accessible from all (6) sides without the use of tools.
- Hose exit and entrance must allow for components to be mounted adjacent to the enclosure.
- A 2" full flow brass ball valve shall be plumbed at the suction port of the tank.

The valve/tank assembly shall be a Force America Model "VT35G2-B-PP Valve / Tank Assembly" or documented equivalent.

FILTER: Hydraulic oil filter shall be mounted in the reservoir. Hydraulic filter shall be a 16-micron absolute and rated for no less than 70 GPM. Filter shall be model TS1600251S0/ZRE40910 or documented equivalent and include visual and electrical bypass indicators. The filter cartridge shall be constructed of a synthetic media. The return port in the filter shall be SAE #20 or larger. An electrical filter bypass indicator shall be mounted to filter and wired to the spreader control for an onscreen warning. The system shall be delivered with one spare filter element.

HYDRAULIC CONTROL VALVE: Valve shall be a load sensing type with O-ring ports. Mid-inlet section porting will be #16 inlet, #20 outlet, #16 hoist section, #4 load sense port, and #10 or #12 for all other sections. The hoist section shall be stacked to one side of the mid-inlet and all other sections will be stacked on the other side. All ports shall be level with each other so as to lay flat on its base. There will be a main relief in the mid-inlet section that will be set a 2500 PSI to protect the system from being over pressurized.

Valve Section to be Arranged as Follows:

- Hoist, 3-Way for a single acting cylinder; Mid-inlet Transition Section
- Plow Lift, 4-way for a double acting cylinder with flow control
- Plow Angle, 4-way for a double acting cylinder with flow control
- Spin-A-Veyer Section, consisting of two pressure compensated cartridges that are a single piece design with hardened cartridge bores and spools. These shall be operated independently via a 12 VDC pulse width modulated signal. Each valve shall have a heavy duty 7/16-20 UNF screw style manual overrides that are adjustable from no flow to full flow. These valves shall be mounted in a housing that is made of aluminum with gray anodizing for corrosion resistance and durability. This auger/direct liquid shall be a 15 GPM spool and the spinner shall be a 7 GPM spool. The electrical connections shall be DIN type.

Valve shall be a Force America Add-a-Stack 4020 valve or documented equivalent.

HYDRAULIC LINES AND PLUMBING: All hydraulic lines and plumbing shall be of sufficient capacity so as not to create heat or turbulence within hydraulic system. Suction line between reservoir and pump shall be a minimum of 2 in. I.D. with a minimum SAE 100-R4 rating and shall be secured on both ends via heavy duty banding straps, radiator hose clamps unacceptable. All pressure hoses, including signal sense to pump shall have swivel fittings on both ends and have a minimum SAE 100-R2 rating. Return lines and case drain shall have minimum SAE 100-R1 rating.

Hydraulic lines shall be routed to minimize interference with equipment and chassis components requiring periodic servicing. Support brackets, grommets, and tie wraps shall be provided where appropriate to protect lines from damage by abrasion, cutting or impact.

Hoses shall not be routed near exhaust manifolds pipes, bolts, sharp edges, and exhaust system to prevent wear, fatigue, or fire. Pipe fittings are not acceptable in any high-pressure line. Maximum distance between support clamps on all hydraulic lines shall be 24in.

Hoses shall be run to the rear for the spreader with a sufficient size return line to handle return flow from spreader, there shall be hydraulic lines run to the front for snow plow application.

SPREADER CONTROL CONSOLE: The electronic spreader control shall include proportional controls for Auger, Spinner, Prewet and Multilane Anti-Ice spreader functions and shall be integrated into a small, rugged, plastic injection molded, control box. The controller shall also be capable of reversing auger and cross conveyor. The auger, prewet and anti-ice functions shall be operable in manual mode, open loop mode, and closed loop mode. Spread rates for granular, spinner, prewet and anti-ice shall have the ability to be adjustable inside of calibration. Materials shall be capable of being named. A security code shall be selectable in calibration to lock out undesired changes to the calibration settings. An optional supervisor USB key shall be available for quick access to the calibration menu. While in multi-lane mode the left, center and right lane ball valve outputs shall be controlled by comfortable, backlit rocker switches molded into the controller above the display. When all of the lane valves are deactivated, and anti-ice shall enter standby mode automatically.

The controller shall be modular in design for ease of installation and service. The controller shall be capable of being mounted anywhere in the cab. A RAM mount shall be used to allow for easy installation and swivel capabilities. Wiring connectors shall be keyed with wiring labeled throughout. The spreader harness shall include DIN connectors that illuminate when the output is active. All components must be durable for long life and trouble free operation. Spinner and spreader control dials shall be on the right side of the controller to allow for a clear view of the display while being adjusted. The spinner and spreader control knobs shall be color coded and correlated with the granular and spinner settings on the screen. The enclosure shall provide a built in, protective surrounding around the spinner and spreader control knobs to prevent unintentional use and damage to the knobs.

The controller shall offer the ability to operate a straight blade plow and dump body in lieu of the anti-ice feature. The outputs shall be controlled by comfortable, backlit rocket switches molded into the controller above the display. An interlock switch integrated into the back of the controller shall be required to operate the hoist function to comply with all OSHA related regulations. The controller shall be capable of moving the plow up, down, left and right.

The controller shall include off the shelf integration with PreCise brand GPS/AVL systems for advanced material logging and maintenance reporting. The controller shall also provide onboard current event and season totals for granular and prewet materials. An integrated USB port shall be used for data retrieval, firmware upgrades, and for loading and saving of calibration settings.

The controller shall include a 3.5" high brightness, color, touch screen LCD with adjustable backlighting. The touch screen shall be used for calibration only and shall not be needed during normal spreading operation. The touch screen shall allow for easy navigation of calibration menus and data viewing menus. The screen shall display warnings for oil level, oil temp, filter bypass, low granular material, low liquid material, granular and prewet feedback errors, and granular and feedback range errors. Optional audible warnings shall coincide with each visual warning and shall be individually adjustable. There shall also be a dedicated red LED on the face of the controller for an additional body up indicator. This LED shall not rely on software of the controller to operate.

The spreader control shall be tested by a SAE certified testing laboratory. The spreader control shall meet all of the following electrical, RF and environmental testing standards within the specified ranges:

ELECTRICAL & RF TESTING:

- SAE J1113/4: BCI – Sweep Range 1-400MHz, Test at 100mA Levels, CW & 1kHz AM 80% Modulations, 15/45/75cm Injection Distances
- SAEJ1113/11: Load Dump Test – Test Pulse 5A, 24V System, 150V Peak, Applied 5 times, 10s between pulses
- SAE J1113/13: Operating – Operating at 4 & 8kV Direct, 4/8kV Air Discharge, 330pF / 2kohms, 3 each +/-
- SAE J1113/21: Absorber-lined Shielded Enclosure Radiated Immunity – Sweep Range 20-1000MHz, Levels to 100V/m, Use CW, AM, and Pulse (800-1000MHz only) Horiz & Vert Antenna Polarities, 1 DUT Orientation.
- CISPR 25: RF Radiated Emissions – Sweep Range 150kHz – 2.5GHz, 1 DUT Orientation, Horiz & Vert Antenna Polarities
- Pass CISPR Class 3 through entire test range
- Pass CISPR Class 4 from 30MHz – 2.5GHz

ENVIRONMENTAL TESTING:

- SAE J1455 – Sine Vibration – Section 4.10.4.1, 2G Test Level, 10-1000Hz Swept Rate TBD, Run for 3 hours per axis
- SAE J1455 – Random Vibration – Section 4.10.4.2 (Figures 6 through 8) 5-500Hz, 3 hours per axis
- SAE J1455 – Operational Shock – Section 4.11, 20g's, 11ms, ½ Sine Pulse, Apply 3 Shocks each direction each axis [18 Shocks Total]

The electronic spreader control shall be a Force America 5100EX or documented equivalent.

II. DUMP BODY SPECIFICATION

- **BODY LENGTH:** 14 Feet (168")
- **BODY ID:** 87"
- **BODY OD:** 96"
- **FRONT HEIGHT:** 50"
- **FRONT MATERIAL:** 8ga
- **FRONT:** Straight without Pillar
- **SIDE HEIGHT:** 40"
- **SIDE SQUARE:** ¾ Double Wall
- **SIDE MATERIAL:** 8ga
- **OUTER SIDE WALL MATERIAL:** 12ga
- **FLOOR MATERIAL:** ¼"
- **CAB SHIELD:** 24"
- **TAIL GATE RELEASE:** Air Operated/Air Cylinder (Not Brake Chamber)
- **TAIL GATE:** Full Rib 6-Panel
- **WESTERN UNDERSTRUCTURE WITH I-BEAM**
- **RIGID LADDER:** Driver's Side Front
- **AUTO-BLEED CYLINDER**

- **LOAD CAPACITY:** 37.6 Tons
- **SET FOR CENTRAL HYDRAULIC SYSTEM**
- **LIGHT HOLES:** Three light holes in rear pillar.
- **STOP, TURN & TAIL LIGHTS:** LED
- **BACK-UP LIGHTS:** On Body
- **WALK RAIL:** On Both Sides
- **SHOVEL HOLDERS:** (2) on Left Side
- **12" BOLT ON SPREAD APRON**
- **BODY PAINT:** Black
- **3-D RING:** Left Side, Right Side, Tail Gate (7 pin trailer plug)
- **WARRANTY:** 5-Year Warranty

III. WARNING LIGHTS

There shall be two 12Volt Strobe Lights mounted in the rear corner post of the dump body in the holds provided on the body, two Strobe Lights shall be mounted at the front of the truck, visible over plow there shall be a ECCO brand Strobe model #E5580 mounted under the cab protector. All Strobe Lights shall be LED and controlled by one switch in cab.

IV. ELECTRIC ACTUATING TARP

There shall be an electric actuating tarp with aluminum arms and an aluminum front reflector.

V. Towing Package

- 7 pin trailer connector
- Airline with glad hands
- Pintle hitch
- D rings
- 1in steel plate minimum
- 2 Hydraulic pressure lines in rear
- 2 hydraulic return lines in rear

3.00 BID REQUIREMENTS: This and all other pages/sections are inclusive in the bid specifications and are agreed upon in the Contract Term Agreement as Contractual Provisions.

3.01 REQUIRED DOCUMENTS: Bidders must submit the Contract Term Agreement (Page 1) and the Bid Form (Page 2) from this document. This document is agreed to in full by completion of these two pages. All required bonds, licenses, or certificates of insurance must accompany the participant's bid on submission in addition to any and all documentation requested in the bid specifications. Failure to do so risks immediate rejection of the bid.

3.02 DEFINITIONS:

- I. The term "County" means Owner and Daviess County, Kentucky and its designated representatives.
- II. The term "Vendor" means Supplier, Contractor, Bidder, Participant and Seller and includes designated representatives.
- III. The term "Agreement/Contract" means Binding Agreement, Contract, Request for Purchase, Order.

3.03 KENTUCKY OPEN RECORDS LAW: At the time a bid or proposal is submitted to the County, the Vendor shall identify any information that is submitted as a part of the bid that is proprietary or confidential in nature and not subject to release for public inspection. The County will protect any proprietary or confidential information to the extent allowable under the Kentucky Open Records Act.

3.04 NEW GOODS, FRESH STOCK: Where applicable and unless otherwise specified, all contractors shall provide new commodities, fresh stock, latest model, design or package.

3.05 METHOD OF AWARD: This bid will be evaluated on the evaluation criteria established in the bid specification and awarded based on the best evaluated bid.

The County reserves the right to reject any and all bids or parts thereof, and to waive any irregularities in said bids. The right is reserved to award bids based on the best interest and/or what is most advantageous to the County. The County also reserves the right to consider as a part of the bid evaluation the stated warranty, stated delivery schedule and payment terms. Award will be made, according to the opinion of the Daviess County Fiscal Court, to the best evaluated bid.

3.06 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

- I. The Prices in the bid shall be independently determined, without consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to price with any Bidder or other person.
- II. Unless otherwise required by law, the prices shall not have been knowingly disclosed by the Bidder prior to opening.
- III. No attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not to submit a bid.

3.07 LANGUAGE: Bids and all related documents will only be accepted in the English Language.

3.08 PRICE: All prices shall be quoted exclusive of any taxes. The Daviess County Fiscal Court is exempt from Federal Excise Tax and/or Kentucky Sales Tax. Any items supplied directly to Daviess County Fiscal Court from a supplier/manufacturer are exempt from sales tax. Any items purchased by a contractor that will be used in the fulfillment of a contract are not exempt from sales and use tax.

Note 1: In case of a discrepancy in the extension of a unit price, the unit price shall govern the total price.

Note 2: Bidders must provide manufacturer's product literature (if available) and appropriate with the bid submission.

Note 3: Prices quoted shall remain firm and open to acceptance by the County for a minimum period of sixty (60) days after bid opening.

3.09 SHIPPING CHARGES: All items quoted shall be "F.O.B. Destination". No additional freight charges will be allowed.

3.10 BID SUBMISSION INFORMATION:

Separate sealed bids shall be received by the Daviess County Fiscal Court. Bids shall be delivered to Daviess County Fiscal Court, 212 St. Ann Street, Room 202, Owensboro, KY, 42303 or mailed to Daviess County Fiscal Court, P.O. Box 1716, Owensboro, KY 42302-1716.

SAMPLE ENVELOPE

Vendor Name	
Vendor Address	
Contact Number	Attn: Purchasing Department Daviess County Fiscal Court PO Box 1716 Owensboro, KY 42302-1716
SEALED BID: (<i>Bid Name</i>)	

Bids must be received by the date and time specified on page 1 of this document. Any bids received after that date and time will not be accepted. Specifications are on file at the Daviess County Judge Executive's Office at 212 St. Ann Street, Room 202, Owensboro, KY 42303, or by calling 270-685-8424.

3.11 BID OPENINGS: Bids will be publicly opened and read aloud at the time indicated on page 1. The Bidders and the public are invited but not required to attend the formal opening of the bids. No decisions relating to the award of a contract or agreement will be made at the opening.

3.12 DELIVERY: Deliveries shall be made in strict accordance with any delivery schedule or instructions contained in the bid specifications and in the exact quantity ordered. Failure to adhere to delivery schedule is reason for termination in accordance with the Contract Termination clause. If the Contract includes multiple locations for delivery, deliveries are to be made to the locations specified by the County at the time of order.

3.13 INSPECTION, ACCEPTANCE AND APPROVALS: Goods at all times and places, including the period of manufacture, are subject to inspection and test by the County. The County will accept or give notice of rejection of goods delivered within a reasonable time after receipt. Acceptance shall not waive any warranty. All goods supplied are subject to final inspection and acceptance by County notwithstanding payment, prior inspections or approvals. County may require prompt replacement or correction of rejected goods at Supplier's expense, including a reduction in price for rejected goods. Supplier shall not resubmit rejected goods to County without prior written approval and instructions from the County. In addition, Supplier shall identify resubmitted goods as previously rejected. Supplier shall provide and maintain a quality assurance and control system acceptable to the County.

3.14 WARRANTY: Unless otherwise agreed to in writing by the parties, the Supplier warrants that items ordered to specifications will conform thereto and to any drawings, samples or other descriptions furnished or adopted by the County. If the items were not ordered to specifications, the Supplier warrants they will be fit and sufficient for the purpose intended, and that all items will be new, merchantable, of good material and workmanship, and free from defect. Such warranties, together with Supplier's service warranties and guarantees, if any, shall survive inspection, test, acceptance of, and payment for the items and shall run to the County and its assigns. Except for latent defects, the County shall give notice of any nonconformity to the Supplier within one (1) year after acceptance. The County may return for credit or require prompt correction or replacement of the defective or non-conforming goods or have the defective good corrected or replaced at the Supplier's expense. Return to the Supplier of any defective or non-conforming goods and delivery to the County of any corrected or replaced goods shall be at the Supplier's expense. Defective or non-conforming items shall not be corrected or replaced without written authorization by the County. Goods required to be corrected or replaced shall be subject to the provisions of this clause and the clause hereof entitled "Inspection, Acceptance, and Approvals" in the same manner and to the same extent as goods originally delivered under this contract.

3.15 CHANGE ORDER: The County may make changes within the general scope of this contract. If any such changes cause an increase or decrease in the cost of or the time required for the performance of any part of the work, whether changed or not changed by any such order, an equitable adjustment shall be made in the price or delivery schedule or both, and any change order shall be in writing. Any claim by a Supplier for adjustment under

this clause shall be asserted within fifteen (15) days from the date of receipt of this written order directing the change, provided, however, the County, if it decides that the facts justify such action, may receive and act upon such claim asserted at any time prior to final payment.

- 3.16 PAYMENT:** Payment will be made to the Supplier within 30 days or less after delivery of goods or services and submission of certified invoices. Price is tax-exempt. Unless further detailed in the bid specifications, or unless the Contract is for multiple purchases over a given period, a single payment will be issued in the amount of the Total Bid Price.
- 3.17 SELLER'S INVOICES:** Invoices shall contain the following information: Bid Number, Purchase Order Number (if supplied), Contract description of goods or services, sizes, quantities, unit prices and extended totals.
- 3.18 COMPLIANCE WITH APPLICABLE LAWS:** Supplier warrants it has complied with all applicable laws, rules and ordinances of the United States, Kentucky or any other Governmental authority or agency in the manufacture or sale of the goods or services.
- 3.19 CHOICE OF LAW:** This bid and Contract shall be governed and interpreted according to the laws of the State of Kentucky. Venue for any court action shall be in Daviess County, Kentucky.
- 3.20 BID DEPOSITS / BONDS:** Bid deposits / bonds are not required unless specified in the bid specifications section of this document. If required, bid deposits / bonds must be in the exact amount as stipulated.
- 3.21 PERMITS AND CODES:** Unless otherwise set out in the specifications or required by the agencies involved, the Contractor shall make application for, obtain and pay for all licenses and permits necessary for the prosecution of the Work and shall pay for all fees and charges in connection therewith. The Contractor shall be required to comply with all state or municipal ordinances, laws, and/or codes in so far as the same are binding on the Owner.
- 3.22 CONTRACT TERMINATION:**
- I. General: Performance of work may be terminated by the County in whole, or from time to time in part, whenever the County shall determine that such termination is in the best interest of the County with a thirty (30) day written notice. The Vendor may only terminate the Contract with consent of the County in writing, and must give the County a sixty (60) day written notice to request termination of the Contract. In the event of any termination of the Agreement/Contract by the Vendor, the County may purchase such supplies and/or services similar to those terminated and for the duration of the Agreement/Contract period the Vendor will be liable for all costs in excess of the established contract pricing.
 - II. Bankruptcy or Insolvency: In the event bankruptcy proceedings are commenced by or against Supplier or under any provisions of the United States Bankruptcy Act or for the appointment of a receiver or trustee or a general assignment for the benefit of creditors of either party, the County shall be entitled to terminate without further cost or liability. The County may cancel the Agreement/Contract or affirm the Contract and hold the Vendor responsible for damages.
 - III. Default: The County may terminate the whole Contract or any part in either of the following circumstances:
 - A. If Supplier fails to deliver the items required by the contract within the time specified; or
 - B. If Supplier fails to perform any of the other provisions of the Contract, or so fails to make progress as to endanger performance of the contract in accordance with its terms. In the event of termination under subparagraph B, the County shall have the right to procure, on such terms and in such manner as it may deem appropriate, items similar to those terminated, and to recover from Supplier the excess cost for such similar items provided, however, Supplier shall not be liable for such excess costs where the failure upon which the termination is based has arisen out of causes beyond the control of Supplier and without the fault or negligence of Supplier. Such causes shall be deemed to include fires, floods, earthquakes, strikes, and acts of the public enemy. The rights of the County provided in subparagraph B shall be in addition to any other rights provided by law or the Contract.
 - C. In the event of the Supplier's non-compliance with the provisions as set forth, this Contract may be cancelled, terminated or suspended in whole or in part and the Supplier may be declared ineligible for

further County contracts. The rights and remedies of the County provided in this paragraph shall not be exclusive but are in addition to any remedies provided in this Contract or as provided for by law.

- 3.23 RENEWAL OPTION:** If applicable, the County reserves the right to extend the awarded contract for one (1) additional one-year term with the written consent of the awarded Vendor for up to a maximum of four (4) consecutive extensions.
- 3.24 NON-EXCLUSIVE AGREEMENT:** The Contractor shall understand and agree that the Contract shall not be construed as an exclusive agreement and further agrees that the County may secure identical and/or similar services or projects from other sources at any time in conjunction with or in replacement of the Contractor's services.
- 3.25 BUSINESS LICENSE:** Where applicable, the Contractor must have a valid City of Owensboro or Daviess County Fiscal Court business license for the prosecution of work. The Contractor must provide proof of this license to the County either by attachment to bid submission or post award (for applicable Contracts). The Contractor must pay any Occupational Tax / Net Profit Tax resulting from business activity within Daviess County.
- 3.26 INSURANCE REQUIREMENTS:** Where applicable, the Vendor/Contractor shall purchase and maintain insurance with an insurance company licensed to do business in the State of Kentucky or in the state where the Vendor is incorporated or otherwise licensed to do business and which shall remain, at all times during the term of any contract with the County, in full force and effect. Preference will be given to a Vendor/Contractor who provides insurance with an insurance company licensed to do business in the State of Kentucky, but in any event said Vendor/Contractor shall provide said insurance at its own expense. Such insurance shall be provided and will protect the Vendor/Contractor from claims which may arise out of or result from the Vendor/Contractor's execution of the work, whether such execution be by himself, his employees, agents, or by anyone for whose acts any of them may be liable. If any such work covered by the Contractor is to be performed on County owned or leased premises, the Vendor agrees to carry liability and workman's compensation insurance, satisfactory to the County, and to indemnify the County against all liability, loss, and damage arising out of any injuries to persons and property caused by the Vendor, his sub-contractors, employees or agents. The insurance coverage shall be such as to fully protect the County and the general public from any and all claims for injury and damage resulting by any actions on the part of the Vendor/Contractor or its forces as enumerated above. All policies must name the County as an additional insured. Any disputes regarding a breach, insurance amounts, liability, coverage, lapse or otherwise shall be litigated in the Circuit Court of Daviess County, Kentucky and the same shall be incorporated into any Contract agreed to by the parties.

WHERE APPLICABLE, THE COUNTY REQUIRES A CURRENT AND VALID CERTIFICATE OF INSURANCE OR BINDER SHOWING REQUIRED INSURANCE COVERAGE BE PROVIDED WITH EACH BID. DAVIESS COUNTY MUST BE ADDED AS AN ADDITIONAL INSURED AFTER AWARD OF THE BID. ANY LAPSE IN INSURANCE COVERAGE OR CANCELLATION THEREOF BY THE CONTRACTOR OR SUB-CONTRACTORS DURING THE TERMS OF THE CONTRACT SHALL IMMEDIATELY BE DEEMED A MATERIAL BREACH UNDER THE TERMS OF ANY CONTRACT.

I. Comprehensive General Liability Insurance

The Vendor/Contractor shall maintain and keep in full force and effect during the terms of this Contract such comprehensive general liability insurance as shall protect them from claims which may arise from operations under this Contract, whether such operations be by themselves or by anyone directly or indirectly employed by them. The amounts of this insurance shall not be less than:

- \$1,000,000 Each Occurrence Limit
- \$1,000,000 Personal & Advertising Injury Limit
- \$1,000,000 Products – Completed Operations Aggregate Limit
- \$1,000,000 General Aggregate Limit (Other than Products-Completed Operations)

II. Workers Compensation Insurance

The Vendor/Contractor or his sub-contractor or contractors shall maintain and keep in force of this Contract such Workers Compensation insurance limits as required by the statutes of the State of Kentucky and Employer's Liability with limits no less than the Kentucky Workers Compensation statutory limits.

III. Professional Liability Insurance

Where applicable, the Vendor/Contractor shall provide the County with proof of Professional Liability Insurance, which shall protect the County against any and all claims which might arise as a result of the operation of the Vendor/Contractor in fulfilling the terms of this Contract during the life of the Contract. The minimum amounts of such insurance will be \$1,000,000. Should any work be subcontracted, these limits will also apply.

3.27 ALTERNATE & EQUIVALENT BIDS: It is not the intention of the specifications within this document to eliminate any bidder; however, quoted items must equal or exceed stated specifications. Sufficient documentation is required to verify equivalent or superior performance.