



DAVIESS COUNTY FISCAL COURT

221 Allen Street
Owensboro, KY 42303
(270)-685-8424

www.daviessky.org County Government > Current Bid Documents

ISSUED: 07-22-2024

Invitation for Bid: 2425-17: ONE (1) NEW D8-21 WASTE HANDLER DOZER (LANDFILL)

BIDS SHALL BE ACCEPTED UNTIL: **THURSDAY, AUGUST 8, 2024**, @ 2:00 P.M. LOCAL TIME, AT WHICH POINT THEY WILL BE OPENED AND PUBLICLY READ AT THE DAVIESS COUNTY COURTHOUSE.

SPECIFICATION CONTACT

Bryan Collins
West Daviess County Landfill
270-316-5117
bcollins@daviessky.org

CONTRACT CONTACT

Kandace Sturgeon
Daviess 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 Daviess County Fiscal Court 221 Allen Street Owensboro, KY 42303

SEALED BID: *(Bid Name)*

CONTRACT TERM AGREEMENT:
Upon Approval of Daviess 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 Daviess County, Kentucky, upon approval by Daviess 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: 2425-17: ONE (1) NEW D8-21 WASTE HANDLER DOZER (LANDFILL)

MAKE _____

MODEL _____

YEAR _____

TOTAL BID PRICE _____

TRADE-IN (_____) – OPTION 1 (Sec 2.1; V; f)

BID OPTION 1 + _____

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 supply one (1) new D8-21 waste handler dozer (or documented equivalent) for the West Daviess County Landfill.
- II. **DELIVERY:** Delivery will be made to the West Daviess County Landfill, 7772 KY-815, Owensboro, KY 42301.
- III. **MANUALS:** Operator and Maintenance manuals shall be delivered with the equipment. This will include one parts book, two operation and maintenance manuals, and one service manual for each unit.
- IV. **MACHINE EQUIVALENCY CLAUSE:** The bid specifications are specific to a CAT D8-21 Track-Type Tractor. 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.
- V. **FEATURES:** The unit shall include the following features:
 - a. GPS ready
 - b. Front and rear striker bars
 - c. 26" trapezoidal pads and rails
 - d. 40 PSI glass in all cab windows
 - e. Aftermarket final drive guards
 - f. **Trade-in Option(s):** A trade-in is offered, and a value may be assessed by the Vendor and deducted from the Total Bid Price on the Bid Form (Section 2.0). This offer may or may not be accepted by Daviess County Fiscal Court, according to what is most advantageous to the County. Unit(s) offered as a trade-in may be viewed by appointment by contacting the specifications contact for this document at the delivery site. The trade-in details are as follows:
 - i. Option 1 – 2016 CAT D8T Waste Handler. Serial #FMC00670
- VI. **WARRANTY:** Bidder shall submit their bid with a standard base machine warranty and a power train warranty.
- VII. **BID OPTION 1:** Bidder shall provide a price for an 8,000-hour extended machine and power train warranty.
- VIII. **COMPLIANCE:** Bidders shall check (Y)es or (N)o for the compliance of their quoted product in the fields available in the following specifications in order to assist with the comparative evaluation:

BASIC SPECIFICATIONS

- Y___ N___ Basic operating weight of standard D8-21 WH shall not be less than 87,400lbs (39,650 kgs) (includes lubricants, coolant, full fuel tank, 8SU blade with tilt cylinder, ROPS/FOPS cab, single-shank ripper, 610mm (24 in) MS shoes, hydraulic controls, and operator).
- Y___ N___ The overall length of the standard tractor shall not exceed 258 in (6,551 mm) when equipped with an SU bulldozer.
- Y___ N___ The overall width of the standard tractor when measured over the trunnions shall not exceed 120.4 in (3,057 mm).
- Y___ N___ The overall width of the standard tractor when equipped with a universal landfill bulldozer shall not exceed 13ft 6 inches (4123 mm).
- Y___ N___ Ground clearance per SAE J1234 shall be at least 24.1 in (613 mm) when measured from the face of the track shoe for the standard tractor.
- Y___ N___ Basic operating weight of D8-21 LGP WH shall not be less than 92,300 lb (41,850 kg), including lubricants, coolant, full fuel tank, 8SU blade with tilt cylinder, ROPS/FOPS cab, 965mm (38 in) MS shoes, hydraulic controls, and operator.
- Y___ N___ The overall length of the LGP tractor shall not exceed 258 inches (6,551 mm) when equipped with an SU bulldozer.
- Y___ N___ The overall width of the LGP tractor when equipped with an SU WH bulldozer shall not exceed 14 ft 5 in (4,402 mm).
- Y___ N___ Ground clearance per SAE J1234 shall be at least 24.1 in (613 mm) when measured from the face of the track shoes for the LGP tractor.

Y___ N___ **Machine shall have a Waste Handling Arrangement available from factory. The factory arrangement shall at least have special guarding, striker bars, seals to protect against airborne debris; in addition it shall also have Bottom and Final Drive guarding to prevent damage from wrapping debris.**

ENGINE

- Y___ N___ The engine shall be of diesel type, four-stroke cycle, fully equipped with all necessary operating accessories.
- Y___ N___ The engine shall meet Tier 4 Final/Stage IV emission specifications for the U.S. (EPA) and Europe.
- Y___ N___ Engine shall develop at least 354 net fwhp (264kW) under SAE J1349 standard conditions. Standard equipment shall include turbocharger, aftercooler, fan, air cleaner, water pump, fuel pump, muffler, lubricating oil pump, diesel oxidation catalyst and diesel particulate filter.
- Y___ N___ Alternator shall provide a minimum of 150 amps.
- Y___ N___ Engine shall have a turbocharger and aftercooler providing full fwhp to a minimum of 11,700 ft (3,566 m) before altitude deration for standard and LGP arrangements and deration shall be automatic thereafter.
- Y___ N___ Machine shall be equipped with water separator.
- Y___ N___ Machine shall be equipped with 24-volt electrical starting and operating system.
- Y___ N___ Engine air cleaner shall have a service indicator.
- Y___ N___ Engine shall be equipped with an electric fuel priming pump.
- Y___ N___ Shall be equipped with an auto reversing fan standard from factory

POWERTRAIN/TRANSMISSION

- Y___ N___ The transmission shall be controlled by a single control unit for both direction and speed changes.
- Y___ N___ **Transmission shall be a planetary type power shift with lock-up clutch torque converter.**
- Y___ N___ The transmission shall provide at least four speeds forward and four speeds in reverse.
- Y___ N___ Transmission shall have a forward ground speed of at least 7.0 mph (11.3 km/h).
- Y___ N___ Transmission shall have a reverse ground speed of at least 7.3 mph (11.8 km/h).
- Y___ N___ Hydraulic system shall have separate pumps for steering and implement control.
- Y___ N___ Powertrain shall be equipped with four planet, double-reduction planetary final drives

STEERING

- Y___ N___ Integrated electronic steering and transmission shall be available through the tractor manufacturer.
- Y___ N___ Machine shall utilize differential steering to control the direction and degree of turns, forward-reverse shifting, and gear selection in a single control handle.
- Y___ N___ Touch shift buttons on the steering control shall shift the electronically controlled powershift transmission.
- Y___ N___ Tiller bar steering control shall allow operator to work precisely in close areas.

WASTE HANDLING ARRANGEMENT

- Y___ N___ Machine shall be equipped with Fan Debris Guard
- Y___ N___ Machine shall be equipped with fuel tank guard. (Fast Fuel Guard when equipped)
- Y___ N___ Machine shall be equipped with grill debris guard
- Y___ N___ Machine shall be equipped with front suspended striker bars
- Y___ N___ **Machine shall be equipped with Bottom Sealed Guards (Powered Bottom Seal Guards available if requested)**

HYDRAULICS

- Y___ N___ Hydraulics and controls shall have a fully enclosed protected system.
- Y___ N___ Hydraulics and controls shall have a load sensing, variable displacement piston pump which adjusts hydraulic flow to match implement demands.

- Y___ N___ Machine shall have a single lever for dozer control functions.
- Y___ N___ Hydraulic steering pump output shall not be less than 75 gal/min (284 L/min)
- Y___ N___ Hydraulic implement pump output shall not be less than 64 gal/min (244 L/min)
- Y___ N___ Tilt cylinder head end flow shall not be less than 45 gal/min (170 L/min)

UNDERCARRIAGE

- Y___ N___ **Machine shall be equipped with Trapezoidal PPR Track**
- Y___ N___ Standard and LGP undercarriages shall have reinforced box section and tubular track roller frame construction to resist bending and torsional loads.
- Y___ N___ Standard and LGP undercarriages shall have bolt-on, replaceable sprocket segments.
- Y___ N___ Standard and LGP undercarriages shall have the capability of replacing worn sprocket segments without breaking track.
- Y___ N___ Standard and LGP undercarriages shall have heavy-duty sealed and lubricated track to prevent entry of dirt, with oil lubrication of internal bushing and external pin surfaces. Design shall be that of the tractor manufacturer.
- Y___ N___ Standard and LGP undercarriages shall have hydraulic track adjustment by grease gun, fully sealed.
- Y___ N___ Standard and LGP undercarriages shall have roller frame attached to the tractor by a pivot shaft and pinned equalizer bar.
- Y___ N___ Standard and LGP undercarriages shall have a lifetime lubricated carrier roller.
- Y___ N___ Standard and LGP undercarriages shall have lifetime lubricated track rollers.
- Y___ N___ Standard and LGP undercarriages shall have eight (8) track rollers per side.
- Y___ N___ Standard gauge shall be minimum 82 in (2083 mm).
- Y___ N___ Standard shoe shall a minimum width of 24 in (610 mm).
- Y___ N___ Standard length of track on ground shall be minimum 126 in (3206 mm).
- Y___ N___ Ground contact area with standard shoe shall be minimum 6,060 sq in (3.91 sq m).
- Y___ N___ Machine shall have a maximum ground pressure of 13.0 psi (89.6 kPa), per ISO 16754 and when equipped with standard equipment.
- Y___ N___ LGP shall have a minimum 92 in (2337 mm) gauge.
- Y___ N___ LGP shall have a minimum width of 38 in (965 mm) shoe standard.
- Y___ N___ LGP shall have a minimum 126 in (3206 mm) length of track on the ground.
- Y___ N___ LGP shall have a minimum 9,593 sq in (6.2 sq m) ground contact area with standard shoe.
- Y___ N___ LGP shall have a maximum ground pressure of 7.97 psi (53.3 kPa), per ISO 16754 and when equipped with standard equipment.
- Y___ N___ An optional undercarriage attachment shall be provided that provides longer track life by incorporating a rotating bushing and lifetime sealed and lubricated cartridge-style joints.

FINAL DRIVES

- Y___ N___ Final drives shall be fully enclosed.
- Y___ N___ **Final drives shall be double reduction, planetary design.**
- Y___ N___ **Final drives shall be isolated from ground-induced shock loads.**

OPERATORS STATION

- Y___ N___ Modular cab shall be available through the tractor manufacturer.
- Y___ N___ Tractor shall be equipped with electronic indicators and gauges which monitor critical operational systems and alert the operator when potential problems occur.
- Y___ N___ Tractor ripper shall have multi-shank (3) or single-shank (1) adjustable parallelogram design.
- Y___ N___ Operator seat shall include retractable seat belt.
- Y___ N___ Operator compartment shall include adjustable armrests for additional operator comfort.
- Y___ N___ An adjustable contour suspension seat shall be provided as standard with the option of a heated/ventilated seat.
- Y___ N___ Cab shall be equipped with air conditioning and an air circulation system with controls easily accessible from the operator seat.

- Y___ N___ Cab shall feature a 10 amp, 12 volt power converter for the convenient use of radios, wireless phones and laptop computers.
- Y___ N___ The cab shall be 12 volt or 24 volt radio ready and come equipped with speakers, antenna, all necessary wiring and a bracket to hold a radio.
- Y___ N___ A decelerator pedal shall allow the operator to modulate ground speed effortlessly.
- Y___ N___ Machine shall have a switch at ground level to activate lights, improving safety for access during low-light conditions.
- Y___ N___ Machine shall have easily reached grab handles and steps to help operator maintain three points of contact during access or egress.
- Y___ N___ Machine shall be equipped with an operator presence detection system to prevent accidental machine or implement movement when an operator is not in the seat.
- Y___ N___ Machine shall be equipped with dual pane cab glass**
- Y___ N___ Machine shall be equipped with Precleaner with Screen

WORK TOOL OPTIONS

- Y___ N___ Standard 8U shall be maximum 167 in (4251 mm) wide.
- Y___ N___ Standard 8U shall be minimum 68.5 in (1741 mm) high.
- Y___ N___ Standard 8U shall have minimum 39.2 in (996 mm) tilt.
- Y___ N___ Standard 8U shall have minimum 48.8 in (1239 mm) ground clearance.
- Y___ N___ Standard 8U shall have minimum 22.3 in (567 mm) digging depth.
- Y___ N___ Standard 8U shall have minimum dozer capacity of 15.4 cubic yd (11.8 cubic m) per SAE J1265
- Y___ N___ 8SU Landfill with wear plate shall be maximum 13.3 ft in (4042 mm) wide.
- Y___ N___ 8SU Landfill with wear plate shall be minimum 8.4ft (2553 mm) high.
- Y___ N___ 8SU Landfill with wear plate shall have minimum 35.2 in (895 mm) tilt.
- Y___ N___ 8SU Landfill with wear plate shall have minimum 49.41 in (1255 mm) ground clearance.
- Y___ N___ 8SU Landfill with wear plate shall have minimum 22.56 in (573 mm) digging depth.
- Y___ N___ 8SU Landfill with wear plate shall have minimum dozer capacity of 27.8 cubic yd (21.2 cubic m) per SAE J1265
- Y___ N___ 8SU LGP Landfill bulldozer shall be maximum 14.4 ft (4402 mm) wide.
- Y___ N___ 8SU LGP Landfill bulldozer shall be minimum 8 ft (2454 mm) high.
- Y___ N___ 8SU LGP Landfill bulldozer shall have maximum 33.82 in (859 mm) tilt.
- Y___ N___ 8SU LGP Landfill bulldozer shall have minimum 48.35 in (1228 mm) ground clearance.
- Y___ N___ 8SU LGP Landfill bulldozer shall have minimum 22.64 in (575 mm) digging depth.
- Y___ N___ 8SU LGP Landfill bulldozer shall have minimum dozer capacity of 29 cubic yd (22.2 cubic m).
- Y___ N___ Tractor ripper shall have multi-shank (3) or single-shank (1) adjustable parallelogram design.
- Y___ N___ Ripper, winch, drawbar and counterweight shall be optional.
- Y___ N___ Dozer blade shall have as standard a single tilt cylinder with the option of dual tilt available.
- Y___ N___ Rear striker bar shall come installed from factory**

SERVICEABILITY

- Y___ N___ Engine oil change interval shall be no less than 500 hours.
- Y___ N___ A diagnostic test bank shall be included for ease of service.
- Y___ N___ Final drives shall have a minimum 2000 hour oil change period.
- Y___ N___ The transmission shall have a minimum 1,000 hour oil change period.
- Y___ N___ The engine shall be mounted so as to be accessible for adjustment and normal servicing without being detached from the tractor unit.
- Y___ N___ Final drives shall be of a modular design for easy service, and shall allow for removal by only breaking track.**
- Y___ N___ Major components shall be made as modules that can be removed without disturbing or removing others.**
- Y___ N___ Machine shall have a monitoring system that is easily upgradeable by flashing software.

- Y___ N___ Undercarriage shall have lifetime lubricated track rollers.
Y___ N___ Undercarriage shall have lifetime lubricated carrier rollers (if equipped).
Y___ N___ Undercarriage shall have sealed and lifetime lubricated idlers.

MINIMUM SERVICE FILL CAPACITIES

- Y___ N___ Fuel tank capacity shall not be less than 165 gal (627 L).
Y___ N___ Cooling system capacity shall not be less than 22.7 gal (86 L).
Y___ N___ Each final drive shall have a capacity of not less than 3.3 gal (12.5 L)
Y___ N___ Hydraulic tank capacity shall not be less than 19.8 gal (75.0 L)
Y___ N___ Engine crankcase capacity shall not be less than 10 gal (38 L)
Y___ N___ Power train capacity shall not be less than 41 gal (155 L)
Y___ N___ Pivot shaft compartment capacity shall not be less than 10.6 gal (40 L)
Y___ N___ Diesel Exhaust Fluid tank capacity shall not be less than 6.3 gal (24 L).

SUPPORTING DOCUMENTS

- Y___ N___ Electronic copy of complete service manual
Y___ N___ Paper copy of complete service manual
Y___ N___ Electronic copy of Operation and Maintenance Manual
Y___ N___ Paper copy of Operation and Maintenance Manual
Y___ N___ Electronic copy of Parts Manual
Y___ N___ Paper copy of Parts Manual
Y___ N___ Electronic copy of Specifications Manual
Y___ N___ Paper copy of Specifications
Y___ N___ Electronic copy of Disassembly and Assembly Manual
Y___ N___ Paper copy of Disassembly and Assembly Manual
Y___ N___ Electronic copy of Testing and Adjusting Manual
Y___ N___ Paper copy of Testing and Adjusting Manual
Y___ N___ Electronic copy of Systems Operation Manual
Y___ N___ Paper copy of Systems Operation Manual
Y___ N___ Electronic copy of Troubleshooting Manual
Y___ N___ Paper copy of Troubleshooting Manual

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, 221 Allen Street, Owensboro, KY 42303.

SAMPLE ENVELOPE

Vendor Name	
Vendor Address	
Contact Number	Attn: Purchasing Department Daviess County Fiscal Court 221 Allen Street Owensboro, KY 42303
SEALED BID: (Bid Name)	

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 221 Allen Street, 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.