

For LW Personnel Only:  
Contract # PRO-298  
Awardee:  
End Date: September 01, 2031

**INVITATION TO BID  
FOR**

**BID # 26-55/ Heavy Equipment Rental**



**LOUISVILLE WATER COMPANY  
LOUISVILLE, KENTUCKY**

**Bid Submittal Due Date: | July 08, 2026 |**

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## **INVITATION TO BID**

**Bid Number/Title:** 26-55 / Heavy Equipment Rental

**Bid Submittal Due Date:** July 08, 2026

**Brief Scope:** Louisville Water Company is requesting bids for bids for Contract to rent Heavy Equipment for use in LWC projects.

Questions or inquiries relating to this bid must be submitted through the Louisville Water Company web-based portal by the date and time provided on the web portal.

Sealed Bids for the material or service specified above shall be accepted by Louisville Water Company until 11:00 a.m. Eastern Time on the Bid Submittal Due Date cited above. Louisville Water Company is using a web-based portal for accepting and evaluating bid proposals digitally <https://louisvillewater.bonfirehub.com/portal> for this Invitation to Bid. Documents may be uploaded at any time during the open period indicated for each bid. Specifications are on file and may be obtained from the Louisville Water Company designated web portal at <https://louisvillewater.bonfirehub.com/portal>. Bids may not be submitted by other means. All bids received by the bid submittal date and time, will be unsealed electronically and publicly read via a conference call. You may access the public reading by calling 502-709-7361, Conference ID: 317 611 769# at the date and time of the Bid Submittal Due Date for this Bid.

Minority/Women Business Enterprises will be afforded full opportunity to submit Bids, and no Bidder will be discriminated against on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age (over 40), protected veteran status, physical or mental disability which, with or without reasonable accommodation, does not prevent the performance of essential job functions.

The Company will award the Contract to the Bidder presenting a Bid that is responsive to the Specifications, is in substantial compliance with the Contract requirements, and presents the lowest and best price for the material or service. The Company may accept the Bid that the Company determines is in the Company's best interest, which may not necessarily be the least expensive Bid. The Company reserves the right to reject Bids from Bidders disqualified; the right to disqualify Bids deemed to be defective and/or non-responsive; the right to waive defects in Bids where the Company determines that such defects are immaterial; and the right to reject any or all Bids deemed not to be in the best interest of the Company.

The Company follows the Kentucky Bid Law and has not adopted the Kentucky Model Procurement Code. The following entities may also purchase from this Bid: Louisville/Jefferson County Metropolitan Government; Metropolitan Sewer District, Regional Airport Authority, University of Louisville; Jefferson County Public Schools a/k/a Jefferson County Board of Education; and, the Transit Authority of River City a/k/a TARC. Some of these entities have adopted the Model Procurement Code. The Bidder will be required to meet any applicable prequalification requirements of each entity. Bidder will be required to enter into a separate agreement with each entity for any purchases by the other entities from this Bid.

A handwritten signature in cursive script, reading "Renee Fromme", enclosed within a rectangular box.

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**Renee Fromme**  
Procurement Services

## **CHECKLIST**

Failure to upload and submit through the Company web-based portal all of the following to the Company by 11:00 a.m. EST/EDT on the Bid Submittal Due Date may result in disqualification of Bid:

- \_\_\_\_\_ 1. Signed Bidder's Proposal (which includes non-Collusion Statement)
- \_\_\_\_\_ 2. [Technical Information (if required by the Specifications)]
- \_\_\_\_\_ 3. Material/Equipment List (if required by the Specifications)
- \_\_\_\_\_ 4. Samples (if required by the Specifications) – Samples will be delivered as instructed in the specifications.
- \_\_\_\_\_ 5. Any other submittals required by the Company

## **GOODS AND SERVICES BID** **INSTRUCTIONS TO BIDDERS**

### **1. BID CONTACT**

For any questions or clarifications relating to bidding, the Bidder should submit the questions through the designated portal for this bid by the deadline indicated for questions. Bid results are not provided in response to telephone inquiries. Each qualified bidder will be mailed a formal tabulation after the Company has taken official action. Bidders should not call the Purchasing Department for a tabulation of bids.

### **2. ADDENDA**

The Company reserves the right to issue written addenda for the purpose of modifying the Bid and subsequent Contract at any time prior to 11:00 a.m. EST/EDT on the Bid Submittal Due Date. The Bidder shall acknowledge, on the Bidder's Proposal, receipt of each and every addendum. If addenda are issued after Bids have been submitted to the Company but before the Bid Submittal Due Date, Bidders will be provided a copy of the addenda prior to the Bid Submittal Due Date and may withdraw and resubmit the Bid as long as the revised Bid is received prior to the Bid Submittal Due Date and time.

### **3. SUBMISSION OF BIDS**

The Bidder must submit its Bid in accordance with the following:

#### **A. BID PACKAGE**

The signature on the Bidder's Proposal certifies that the Bid meets all of the requirements of the Contract Documents. Submit each Bid through Louisville Water Company's web-based portal digitally at <https://louisvillewater.bonfirehub.com/portal>. Documents may be uploaded at any time during the open period for the bid. No bids shall be accepted outside of the authorized designated Louisville Water Company web-based portal. If you have any technical questions related to your bid submission, please contact Bonfire at [Support@GoBonfire.com](mailto:Support@GoBonfire.com), or visit their help forum at <https://bonfirehub.zendesk.com/hc>.

Failure to use the Company's actual bid forms may subject the Bid to disqualification. Further, if any word or symbol is altered, added or omitted, the Bid may be disqualified.

#### **B. ELECTRONIC BIDS**

The Company is accepting bids submittals for this Invitation to Bid through the Louisville Water Company's web-based portal digitally at <https://louisvillewater.bonfirehub.com/portal>. This may require electronic bidder registration. The Company will comply with all provisions of applicable Kentucky Revised Statutes including KRS 424.260 and all Company procurement policies and procedures.

#### **C. PLACE/TIME**

The bid must be submitted and accepted through the Louisville Water Company web-based portal indicated above prior to the Bid Submittal Due Date and Time for this Bid. Bidders shall be responsible for allowing sufficient time to complete and finalize your bid submission

before the Bid Submittal Date and Time deadline. The Company shall not assume responsibility for any late Bid for any reason.

**D. MULTIPLE/ALTERNATE BIDS OR BIDS CONDITIONED UPON ADDITIONAL TERMS**

LWC will not consider multiple or alternate bids unless expressly called for in the Specifications. Submission by a Bidder of additional terms, conditions and/or agreements with its Bid may result in disqualification of its Bid from consideration.

**E. NO BID**

When a Bid is not submitted the Company requests that the Bidder's Proposal be returned to the Company and marked "no Bid" with reasons a Bid is not submitted.

**F. WITHDRAWING BIDS**

Bids may be withdrawn at any time by an authorized representative of the Bidder through the Louisville Water Company designated web-based portal for the Bid, before 11:00 a.m. EST/EDT on the Bid Submittal Due Date, but may not be withdrawn after the bid-Bid Submittal Due Date and Time has passed.

**G. ACCEPTANCE OF BIDS**

The Company may: (1) disqualify Bids that the Company deems defective and/or non-responsive; (2) waive defects in Bids where the Company determines that such defects are immaterial; and (3) reject any or all Bids that the Company determines are not in the best interest of the Company.

**H. BID PRICE IS INCLUSIVE**

The amount stated in the Bid shall constitute the total compensation for the goods, materials and/or services to be performed, including taxes (see Item L) and, unless otherwise specified, materials and equipment to be installed and utilities and transportation.

**I. CRITERIA FOR AWARD OF CONTRACT**

The Company will award the Contract to the Bidder presenting a Bid that is responsive to the Specifications, is in substantial compliance with the Contract requirements, and presents the lowest and best price for providing the goods, materials and/or services. The Company may accept the Bid that the Company determines is in the Company's best interest, which may not necessarily be the least expensive Bid. The Bid shall be awarded on a total, line item or category basis, at the sole discretion of the Company.

**J. SAMPLES**

If requested, Bidder must provide samples. Bidder must also deliver samples if Bidder proposes to use goods or materials not specifically conforming to the Specifications. Samples will be checked and tested as necessary by the Company for compliance with the Contract specifications. Bidder shall provide technical assistance to the Company as requested in order to conduct testing. Samples are to be properly marked for identification and must include the Contractors' name and Bid number as shown in the Invitation to Bid. All samples are to be furnished to the Company at no cost to the Company, and if Bidder desires samples returned, Bidder shall be responsible for cost to return samples to Bidder. If considered necessary for testing purposes, however, the Company shall have the right to mutilate, consume or otherwise destroy samples. Samples not claimed within thirty (30)

days of the Company's completion of testing and notification to the Bidder shall become the property of the Company.

**K. BID RESULTS**

After the Company issues the Notice of Award, the Company will mail and/or electronically post a formal tabulation of the Bid results to each Bidder. Bid results are not provided in response to telephone inquiries. Please visit our website, <http://www.louisvillewater.com>, for Bid results.

**L. TAXES**

The Bid shall include all applicable governmental fees and taxes, including, but not limited to, Kentucky sales and usage tax. The Company is exempt from the Kentucky Sales and Usage Tax, Exemption No. CT-56-127. The applicable tax exemption form will be provided to the successful Bidder(s) upon request.

**M. QUANTITIES**

The Company anticipates purchasing the quantities listed in the bid specifications and/or Bidder's Proposal. However, the Company reserves the right to increase or decrease the quantities of items purchased under this Contract by any amount. The Company reserves the right to purchase additional quantities, if and when needed, at the same bid price during the Contract period.

Orders shall be released on an as-needed basis by an authorized Company representative. Any requirement for orders of a minimum quantity, whether for individual categories or all items, must be stated in the Bidder's Proposal by Contractor, and then accepted by the company as a part of the Contract, said acceptance being represented by the Company's execution of the Contract. Requiring minimum quantities may result in disqualification if stated minimum quantities do not address or conform to the Company's business needs.

**N. CHANGE OF OWNERSHIP**

In the event that a Bidder's ownership changes between the time of submission of Bids and awarding of the Contract, the Company requires notice of same and reserves the right to review that new owner's financial statement and the terms of that change of ownership before deciding whether to proceed with the award of the Contract.

**O. PROTEST**

Should any Bidder desire to file a protest of a Bid, it must be in writing and received at the office of the Buyer before the Bid Opening Date. Should any Bidder desire to file a protest of an Award, it must be in writing and received at the office of the Buyer within ten (10) working days after the Company issues Notice of Award. The Company will not consider any protest received after the ten (10) day period and will return the protest to the Bidder. A protest shall include:

1. The name, address, telephone number and email address of the protestor.
2. The signature of the protestor or its representative.
3. Bid/proposal number and bid/proposal name.
4. A detailed statement of the grounds for protest including copies of relevant documents.
5. The form of relief requested.



The Company will respond to all Protests not later than ten (10) working days after receipt of the Protest.

**P. REQUIRED BID SUBMITTALS**

**1. BIDDER'S PROPOSAL**

A. The Bidder shall submit and sign the Bidder's Proposal supplied by the Company for the Bid and any other required documents. All blank spaces contained in the Bidder's Proposal form shall be filled with an entry having clear, legible figures written in ink or type-written. Bidder shall bid on all line items or all line items in a particular category if such a requirement to do so is stated in the Specifications. If not bidding a particular line item, Bidder should clearly state "No Bid" for that line item. Bidder must bid on line items with a Zero ("0") quantity in the event the Company places an order for that item during the Contract Term.

B. LWC will not be responsible for errors or omissions on the part of Bidders in preparation of their Bids. However, in the event the Bidder's Proposal presents entries with summation and the Bidder submits entries having obvious or apparent arithmetic errors, then, at the Company's option, said errors may be corrected by the Company upon confirmation by the Bidder.

C. Bidder shall submit, with the Bid, a completed and signed Bidder's Proposal. Only one price, brand and/or model may be proposed for each item, unless stated otherwise herein. Bidders are instructed to determine their single and best offering for each item requested based upon the quality and quantity specified. Bids not conforming to this requirement may be deemed non-responsive.

**GOODS AND SERVICES**  
**TERMS AND CONDITIONS**

By executing the Bidder's Proposal, the Company and the Contractor agree to be bound by the following Terms and Conditions throughout the term and any renewal of the Contract:

**SECTION 1: GENERAL PROVISIONS**

**1.01 DEFINED TERMS**

A. Unless stated otherwise in the Contract Documents, words or phrases having a well-known technical industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

B. When used in these Contract Documents, the terms listed below have the meanings indicated:

1. Affirmative Action Plan - Is defined as set forth in Executive Order 11246.
2. Addenda - Written or graphic documentation issued before the opening of Bids that clarify, correct, or change the Bidding Requirements or the Contract Documents.
3. Bid - A Contractor's offer to supply goods and/or services to the Company pursuant to the Invitation to Bid and the Terms and Conditions of the Contract, submitted using the Bidder's Proposal form included in the Invitation to Bid.
4. Bid Closing Date – The same as the Bid Submittal Due Date, see definition below.
5. Bid Documents - All written documentation given to Bidders prior to the Bid Submittal Due Date.
6. Bid Submittal Due Date - The date on which the Company will open and read all Bids timely submitted by Bidders.
7. Bid Table – Bid pricing or other information required for the bid that shall be submitted electronically through the Company designated web portal.
8. Bidder - The individual and/or legal entity submitting a Bid to supply goods and/or services to Company.
9. CMBE – Certified Minority Business Enterprise; a business that is certified as an entity that is at least 51% minority owned and operated.
10. CWBE – Certified Woman Business Enterprise; a business that is certified as an entity that is at least 51% woman owned and operated.

11. Company - Louisville Water Company, also referred to as the Company or LWC.
12. Contract - The entire, written agreement between the Company and the Contractor.
13. Contract Documents –All documents that comprise the Contract, as set forth in Section 2.02 (a) of the Terms and Conditions.
14. Contractor – The individual, partnership, corporation or other legal entity awarded the Contract as a result of the competitive bid process.
15. Contract Price - The money payable by the Company to the Contractor for the provision of Goods and/or Services in accordance with the Contract Documents.
16. Contract Time - The period of time, including adjustments authorized by the Company, provided in the Contract Documents for the provision of Goods and/or Services.
17. Defective - Unsatisfactory, faulty, or deficient in that it does not conform to the requirements of the Contract Documents.
18. Day-A calendar day consisting of 24 hours, beginning at midnight.
19. EST / EDT - LWC local time is Eastern Standard Time (EST) or Eastern Daylight Time (EDT).
20. LWC - Louisville Water Company, 550 South Third Street, Louisville, Kentucky 40202. Also referred to as “the Company”.
21. May - Indicates something that is not mandatory.
22. Notice of Award - Written notice given by the Company to the Contractor to begin the Contract and be prepared to provide Goods upon receipt of a Purchase Order or to provide the Services. The Notice of Award may be, but does not have to be, a Purchase Order issued by the Company.
23. Owner - Louisville Water Company, also referred to as “Company” or “LWC” and the Board of Water Works of the Louisville/Jefferson County Metropolitan Government.
24. Shall/Must - Indicates a mandatory requirement.
25. Specifications - Written contract requirements for services or requirements for materials, equipment, goods and the performance of any services related to the materials, equipment or goods.
26. Subcontractor or Subsupplier - A person or entity that has a contract with the Contractor to provide a portion of the goods or services required of the Contractor by its Contract with the Company.

## **1.02 EXECUTION OF DOCUMENTS**

- A. Within 10 days of LWC's request, the Contractor shall return all of the Documents required under the Contract properly executed by the Contractor.
- B. If the Company fails to execute the Documents within the time limit specified in the Bid Documents, the Contractor will have the right to withdraw the Bid without penalty. In such event the Company will have no liability to the Contractor under these Contract Documents or otherwise.
- C. Should either party require an extension of any of the time limits stated above, this shall be done only by written mutual agreement between both parties.

## **1.03 RELATIONSHIP OF THE PARTIES**

- A. Contractor shall be an independent Contractor having responsibility for and control over the means and methods of performing under the Contract and shall not be considered an agent of the Company.

# **SECTION 2: THE CONTRACT**

## **2.01 CORRELATION AND INTENT**

- A. The intent of the Contract Documents is to include all items necessary for the provision of Goods and/or Services by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all. Performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.
- B. In the event that the Contractor discovers an inconsistency within or between the Contract Documents, or between the Contract Documents and the applicable standards, codes, and regulations, and the Contractor fails to notify the Buyer of the inconsistency, then the Contractor shall provide the better quality or greater quantity of work, or shall comply with the more stringent requirements.
- C. Statements contained in the Specifications shall prevail in the event of any inconsistency between any document and the Specifications.

## **2.02 ENTIRE AGREEMENT, MODIFICATION, BINDING ON SUCCESSORS**

- A. The Contract Documents state the entire and integrated agreement between the Company and the Contractor and supersedes any and all written or oral representations, statements, negotiations, or agreements previously existing between parties with respect to the subject matter of this Contract. The Contract Documents shall include, but may not be limited to:

1. Invitation to Bid
2. Instructions to Bidders including any Addenda
3. Bidders Proposal
4. Bid Table
5. Terms and Conditions
6. Specifications/Statement of Work
7. Contract Amendments (if applicable)
7. Any and all documents required to be submitted by the Contractor under the terms of this contract, including but not limited to Contractor Insurance Certificates or Endorsements.

B. The Contract can only be amended or modified in writing signed by the Contractor and the Company. Any discussions, negotiations, or representations made by any Company representative do not bind the Company unless committed to writing and signed by the Company and Contractor. The Company will not be bound by any standard contracts, purchase orders or other forms or documents submitted by the Contractor.

C. This Contract shall inure to the benefit of and shall be binding upon the parties, their respective assigns, and successors in interest.

## **2.03 EXECUTION**

A. Execution of the Contract by the Contractor is its acknowledgment that it is familiar with and agrees to comply with the following:

1. The provisions of all applicable federal, state, and local laws, statutes, ordinances, orders, rules and regulations; and
2. Applicable safety standards and regulations established by the Kentucky Labor Cabinet, pursuant to Chapter 338 of the Kentucky Revised Statutes, and all other applicable safety statutes, as well as related standards and regulations set forth by the United States Government and its agencies.
3. Bidder shall be prepared, if requested, to provide contractor's and subcontractor's safety performance and safety programs on a periodic basis.

## **2.04 CONTRACT TERM**

A. The Term of this Contract shall be for 1 year, from September 01, 2026 through August 31, 2031 and shall not be extended, cancelled or terminated except as provided herein.

B. In the event the parties renew a Contract that is based on Unit Pricing the unit sum price may be adjusted annually up to but not exceeding changes in the Consumer Price Index All Urban Consumers (CPI-U) published by the United States Bureau of Labor Statistics for "US City Averages" utilizing 1982-84 = 100 as a reference base. For each price adjustment the adjusted unit sum amount shall bear the same ratio to the CPI-U for July of that year as the

previous unit sum amount bears to the CPI-U for July of the previous year. This format will be used for each renewal period. All renewals will be at the sole discretion of the Company.]

C. The Contractor shall provide goods, materials and/or services under this Contract only after receiving the Company's Notice of Award or Purchase Order from an authorized Company representative. The Contractor shall provide goods, materials and/or services under this Contract to the full and complete satisfaction of the Company.

D. The Contract may be extended at the same terms and conditions other than price by mutual agreement of the parties for a time determined by the Company and the Contractor.

## **2.05 CANCELLATION OR AMENDMENT OF CONTRACT**

A. This Contract may not be cancelled without cause during the initial term stated in paragraph 2.04.

B. After the initial term, this Contract may be terminated by either party upon at least thirty (30) day notice given prior to the end of the then-current renewal contract year. The notice must be in writing and sent to the Buyer as referenced in the contract.

C. Either the Company or the Contractor may cancel this Contract with just cause, including and limited to breach of a material contractual obligation and a condition completely beyond the control of the party requesting cancellation, so long as the party requesting cancellation provides written notice of the deficiency and the non-requesting party is permitted thirty (30) days to correct the deficiency. The party requesting the cancellation of the Contract must make a good faith effort to reasonably consider any and all efforts of the other party to correct the deficiency. The party notified of its deficiency shall make a good faith effort to correct the deficiency. If the deficiency is not corrected to the satisfaction of the party requesting cancellation, the Contract may be cancelled effective after providing seven (7) days written notice to the other party. If due to an emergency or other compelling circumstances, correction cannot occur or due to the timing and business needs of the Company the proposed correction will not adequately remedy the deficiency, this Contract may be terminated immediately upon written notice to the other party. Upon termination of the contract, the Company will pay within thirty (30) days for all goods, materials and/or services provided up to the termination date but shall have no obligations under the Contract thereafter.

D. Contractor may be suspended and removed from the Company's list of authorized bidders for failing to perform the terms of the Contract. Suspensions will occur for reasons including, but not limited to, rescinding an accepted bid, canceling a Contract, poor quality of work and non-performance. The length of the suspension will be determined by the Bids and Awards Committee and a notice will be sent to the Contractor citing the reason for the suspension.

## **SECTION 3: INDEMNIFICATION**

A. To the fullest extent allowed by law, the Contractor shall indemnify, defend and hold the Company, its Officers, Directors, shareholders, employees, agents and insurers harmless from and against any and all claims, demands, liabilities, liens, taxes, losses, damages and fees,

including attorney's fees, costs and expenses arising out of or related to the performance of, or furtherance of, the work, whether caused in whole or in part by any negligent or intentional act or omission or willful misconduct of the Contractor regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. The liability of such indemnifying party shall be ultimately limited by the extent of the negligent acts or omissions of the Contractor, or anyone directly or indirectly employed by the Contractor for this Contract.

B. In claims against any person indemnified under Section 3A above, by an employee of the Contractor, Subcontractor or anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 3A shall not be limited by a limitation on amount or type of damages, compensation or benefits paid by or for the Contractor or Subcontractor under worker's compensation acts, disability benefit acts or other employee benefit acts.

#### **SECTION 4: DELIVERY OF GOODS OR MATERIALS**

Orders shall be released on an as needed basis by an authorized Company representative.

Goods and materials shall be delivered in such a manner as to be unloaded by Company personnel. Warehouse materials shall be delivered such that the shipment can be unloaded by use of a forklift. Warehouse items shall be palletized, like items with like items, on pallets sized 48"W x 42" D x 44" H. Pallet shall indicate the count and description of the items it holds. Failure to follow these requirements may result in the shipment being refused.

Goods and materials shall be shipped in a secure manner to reasonably prevent any damage during shipment. Damaged goods and materials will be refused and returned to Contractor, distributor, or manufacturer at contractor's expense.

Notice of Delivery shall be given to Company personnel with a specific date and time to allow for Company personnel to be present. Standard delivery hours are Monday through Friday from 8:00 a.m. to 2:00 p.m. Eastern Time.

All materials are to be delivered FOB destination to the Company's operation location below:

As Directed

Jobsite as directed Delivery location

Deliveries shall be made according to the schedule required in the Specification or Bidders Proposal. To the extent Contractor does not comply with the Schedule, the Company reserves the right to make the purchase on the open market, with any cost in excess of the Contract Price to be borne by the Contractor and reimbursed to the Company. Failure of the Contractor to meet Contract delivery dates may be cause for cancellation, or modification of the Contract and/or suspension or removal from the Applicable Bidders List.

## **SECTION 5: PRODUCT PERFORMANCE**

### **5.01 COMPLIANCE WITH SPECIFICATIONS**

- A. The Company will determine if goods, materials or services meet the Specifications.

### **5.02 DISQUALIFICATION OF PRODUCTS**

- A. Items will be disqualified for failure to meet performance or technical specifications. If after purchase a product is later determined to fail to comply with performance specifications and conditions, the item will be rejected and returned to the Contractor at Contractor's expense.

- B. Any costs incurred by the Company associated with delivery of inferior or unsatisfactory materials, equipment or supplies shall be reimbursed by the Contractor. Such costs may include, but are not limited to, removal and/or replacement charges, labor, shipping, handling, and delivery charges.

### **5.03 CONSIDERATION OF PRODUCTS OTHER THAN THOSE SPECIFIED**

- A. Generally, an item is considered unsatisfactory if it does not conform to the Company's usual accepted methods, use, application, storage, handling and delivery.

- B. If required by the Company, Contractors desiring to submit a bid offering items not previously used and approved by the Company are required to submit samples and provide descriptive literature.

There is no assurance that a request by Contractor to submit a substitute will be approved or permitted. Contractors shall conform to the Contract and provide agreed upon materials, goods or equipment when the Company, at its sole discretion, determines it will not permit a substitute.

## **SECTION 6: WARRANTIES**

### **6.01 GENERAL WARRANTY**

- A. The Contractor warrants to the Company that goods, materials and/or equipment furnished by the Contractor under the Contract will be new and of good quality unless otherwise required or permitted by the Contract Documents, that they will be free from defects not inherent in the quality required or permitted, and that they will conform to the requirements of the Contract Documents. Goods, materials and/or services not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If required by the Company, the Contractor shall furnish satisfactory evidence as to the kind and quality of goods, materials and equipment offered and/or provided.

- B. Contractor's obligation to supply goods, materials and/or services according to the Contract Documents shall be absolute. Neither statements by an individual Company employee nor payment by the Company pursuant to the Contract shall constitute an acceptance of items not in accordance with the Contract Documents or a release of the Contractor's obligations.



C. Failure on the part of the Company to insist on strict performance by the Contractor of any provision of this Contract is not a waiver of any of the Company's rights and/or remedies, nor shall it relieve the Contractor from performing any subsequent obligations strictly in accordance with the terms of this Contract.

D. The Company may, at its option, waive compliance with any particular Contract requirement. No waiver shall be effective unless in writing and signed by both the Company and the Contractor. Written waivers shall be limited to the specified provisions of this Contract specifically referred to herein, and shall not be deemed a waiver of any other provision. The written waiver shall not constitute a continuing waiver unless it states otherwise.

## **6.02 WARRANTY TIME**

A. Goods and Services shall be warranted for the time period allowed by the manufacturer's warranties or warranties provided under State law, whichever provides the greater benefit to the Company. Company shall be the assignee of all manufacturers' warranties, and all such warranties shall be directly enforceable by the Company, but in no way shall such assignment affect the Contractor's responsibilities and duties during the warranty period.

## **SECTION 7: PAYMENTS TO CONTRACTOR**

### **7.01 FIRM PRICING**

A. During the term of the Contract, Bid Prices must be firm as provided in the Bidders Proposal. Prices submitted subject to qualification (e.g. in effect on receipt of Contract or Purchase Order, escalation) may be disqualified from consideration.

### **7.02 PAYMENT TERMS**

A. Contractor shall submit invoices containing the prices stipulated for good and materials that have been delivered and accepted, and/or services that have been rendered. Invoices must be submitted to Accounts Payable, with detailed matching line items on bidders' proposal descriptions, with the Purchase Order Number and name of the Contractor's representative making the request for payment.

Notwithstanding the above, the Company may withhold payment for goods or services until it has received them, has inspected them, and has determined they are conforming to specifications and requirements of the Contract.

C. Payment for acceptable goods, materials and/or services shall be within thirty (30) days from the date of Contractor's invoice.

D. Contractor shall not bill, and the Company will not pay for additional surcharges, including but not limited to, unloading fees, moving fees or fuel charges.

## **SECTION 8: LIENS**

A. All materials, services and other deliverables supplied to the Company under this Contract shall be free of all liens, other than the security interest held by the Contractor.

## **SECTION 9: INSURANCE**

### **9.01 GENERAL REQUIREMENTS AND CONDITIONS**

A. Louisville Water Co. reserves the right to modify or waive at its discretion any or all of the insurance requirements set out herein by providing written notice to the contracting parties, prior to bid openings.

B. Sub-contractors must comply with the same requirements as the primary contractor as to policy terms, conditions and limits as the general contractor unless modified or waived as set out in paragraph A 1 above.

C. All insurance policies required herein shall be written by insurers with a current rating not lower than A- by The A.M. Best Company and insurers shall be authorized to do business in the Commonwealth of Kentucky.

D. All policies shall contain a provision or endorsement that the coverage afforded will not be materially changed, cancelled or non-renewed until at least 30 days prior written notice has been provided to the Louisville Water Co. risk manager.

E. All required insurance shall be in effect from no later than the date that the work begins until the date that the work is completed and accepted, except that commercial general liability, umbrella, and professional liability insurance shall remain in effect for two years following the date that the work is complete and accepted by Louisville Water Co.

F. All deductibles or self-insured retentions, shall be the responsibility of the contractor, vendor or supplier.

### **9.02 EVIDENCE OF INSURANCE**

A. No goods may be provided nor services rendered until the contractor, vendor or supplier and all sub-contractors shall have furnished to Louisville Water Co. certificates of insurance executed by a duly authorized representative of each insurer evidencing compliance with the insurance requirements of Louisville Water Co.

B. When requested by Louisville Water Co., all certificates shall have attached a copy of an endorsement adding Louisville Water Co. and the Board of Water Works as additional insureds.

C. Failure of Louisville Water Co. to demand certificates of insurance or other evidence of full compliance with these or other insurance requirements or failure of Louisville Water Co. to detect a deficiency in the evidence provided shall not be construed as a waiver of the

contractor's, vendor's, supplier's or sub-contractors' obligations to maintain the required insurance.

D. The insurance coverages and limits specified herein are minimum requirements and Louisville Water Co. does not represent that they will be sufficient to adequately protect the contractor, vendor, supplier or sub-contractor for its own exposures. Further, such coverages and limits shall not be deemed as a limitation upon the contractor, vendor, supplier or sub-contractor liabilities under indemnification granted to Louisville Water Co. elsewhere under in contract or other documents.

E. Certificates of insurance for carriers of chemicals, explosives and other hazardous materials, when required, shall provide evidence of the appropriate Motor Carrier Act endorsement to cover the materials being transported or handled.

### **9.03 COMMERCIAL GENERAL LIABILITY INSURANCE**

All contractors, vendors, suppliers and their sub-contractors shall maintain commercial general liability insurance (CGL) with total limits of not less than \$1 million per occurrence unless otherwise stated in writing by Louisville Water Co. If the policies contain general aggregate limits, those limits shall apply separately by project or location made the subject of a contract.

B. Commercial general liability insurance shall be written on ISO occurrence - basis form CG 00 01 or a comparable form providing equivalent coverage and shall cover liability arising from premises, operations, independent contractors, products / completed operations, and personal and advertising injury, with no exclusions for blasting ( if required under the contract ), collapse or underground or for bodily injury and property damage liability assumed under an insured contract, including the tort liability of others assumed in a business-related contract.

C. When the proposed work is to be done near or upon the property of a railroad, the contractor shall, if so required by the railroad and prior to beginning work under the contract, procure railroad protective liability insurance covering the railroad with policy limits of not less than \$5 million per occurrence. In the alternative, the contractor may pay fees required by the railroad to compensate it for costs to be allocated against blanket railroad protective liability coverage that is in force.

D. Louisville Water Co. and the Board Of Water Works shall be named as additional insureds under commercial general liability policies. That insurance shall apply as primary and non-contributory insurance with respect to any other insurance or self-insured retention maintained by Louisville Water Co. and / or the Board of Water Works.

### **9.04 AUTOMOBILE LIABILITY INSURANCE**

A. Contractors, vendors, suppliers and their sub-contractors shall maintain automobile liability insurance with limits of not less than \$1 million per occurrence covering liability arising out of the use of any auto, including owned, non-owned and hired vehicles.

Contractors, vendors, suppliers and their sub-contractors shall maintain Personal Injury Protection ( no-fault ) insurance for vehicles principally garaged in Kentucky or shall furnish

evidence that the “no-fault” coverage has been rejected as permitted under Kentucky law. For vehicles not principally garaged in Kentucky, evidence shall be provided that applicable coverage automatically provides no-fault coverage when the vehicle is operated in Kentucky

C. Louisville Water Co. and the Board of Water Works shall be named as additional insureds under automobile liability policies. That coverage shall apply as primary and non-contributory insurance with respect to any insurance or self-insured retention maintained by Louisville Water Co. and / or the Board of Water Works.

#### **9.05 UMBRELLA LIABILITY INSURANCE**

Contractors, vendors, suppliers and their sub-contractors may maintain umbrella liability insurance policies to meet the requirements set out herein for Commercial General Liability, Automobile Liability and Employers’ Liability coverage. Umbrella policies shall be “follow form” over underlying policies and there shall be no gaps between the primary policy limits and Umbrella underlying insurance requirements.

#### **9.06 WORKERS’ COMPENSATION AND EMPLOYERS’ LIABILITY INSURANCE**

A. Contractors, vendors, suppliers and their sub-contractors shall maintain workers’ compensation insurance with limits sufficient to meet all Kentucky statutory requirements or, if a qualified self-insurer, shall present a copy of a current certification Form 16 from the Kentucky Department of Workers’ Compensation.

B. Contractors, vendors, suppliers and their sub-contractors shall maintain employers’ liability insurance limits of not less than \$1 million. This limit may be provided by a combination of primary and excess or umbrella liability insurance.

C. If the contractor, vendor, supplier or their sub-contractors are to perform work on or about navigable waters, a U.S. Longshore and Harbor Workers’ Compensation Act endorsement shall be attached to the policy. Jones Act coverage shall also be provided if a vessel of any type is to be used.

#### **9.07 PROFESSIONAL LIABILITY INSURANCE**

Suppliers of professional services shall maintain professional liability insurance, either by endorsement to a general liability policy or by a separate professional liability policy. Minimum limits shall be \$1 million per claim and in the aggregate. If insurance is on the claims-made basis, the [contractor, vendor, supplier] may purchase the extended reporting period or “tail,” by whatever name known, *in lieu* of continuing the insurance for two years, as required above.

#### **9.08 PROPERTY INSURANCE**

Contractors, vendors and suppliers shall maintain Property Insurance on its own property, including materials and equipment to be used in performance of contracts and delivered to the job site. Full replacement cost coverage on a “special causes of loss” form and any other perils specified in any contract, purchase order or notice to any contracting party shall be maintained. The contractor, vendor or supplier shall be responsible for any coinsurance penalties.

## **9.09 SUPPLIERS OF CHEMICALS AND OTHER HAZARDOUS MATERIALS**

A. Certificates of insurance for suppliers of chemicals and other hazardous materials must state that a pollution exclusion in commercial general liability policies does not apply to products / completed operations coverage.

B. If CGL policies of suppliers of chemicals and other hazardous materials do contain pollution exclusions for their own products, the supplier must provide evidence of environmental impairment liability coverage which covers all products supplied to Louisville Water Co. Limits of liability shall be the same as required for CGL coverage and must include an extended reporting provision and subrogation waiver as to Louisville Water Co., its employees, officers and directors.

## **9.10 CARRIERS OF CHEMICALS AND OTHER HAZARDOUS MATERIALS**

A. Certificates of insurance for carriers of chemicals and other hazardous materials, including any contractor, vendor or supplier that brings such chemicals or other hazardous materials to a site for its or anyone else's use, such as by sub-contractors, must provide evidence that no pollution exclusion exists in the applicable Automobile Liability policy for chemicals or materials being transported to the site.

B. If the applicable Automobile Liability policy includes a pollution exclusion for materials being transported, the contractor, vendor or supplier must provide evidence of either hazardous cargo or transporter's environmental impairment coverage. Limits of liability shall be the same as required for Automobile Liability coverage and must include extended reporting provisions if on the claims-made basis and a waiver of recovery rights as to Louisville Water Co., and the Board of Water Works.

## **SECTION 10: K.O.S.H.A. STANDARDS AND HAZARD COMMUNICATION STANDARD 1910.1200**

If applicable, all goods, materials and/or services must meet or exceed Kentucky Occupations Safety & Health Act (K.O.S.H.A) standards and must comply with the Hazard Communications Standard 1910.1200 set forth by the Occupational Safety & Health Administration of the Federal Government.

## **SECTION 11: EQUAL OPPORTUNITY AND AFFIRMATIVE ACTION**

### **11.01 EQUAL OPPORTUNITY**

A. The Company, the Contractor and its subcontractors will not discriminate on the basis of race, color, religion, sex, sexual orientation, gender identity, age (over 40), national origin, protected veteran status, or physical or mental disability which, with or without reasonable accommodations, does not prevent the performance of essential job functions in the award and performance of Contracts.

B. During the performance of this contract, the Contractor agrees to comply with the provisions of KRS Section 45.570 (2), and Executive Order 11246, as supplemented below to include persons with disabilities.

The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, age (over forty), national origin, protected veteran status, physical or mental disability which, with or without reasonable accommodation, does not prevent the performance of essential job functions. The contractor will post in conspicuous places, readily visible and available to the employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, age (over forty), national origin, protected veteran status, physical or mental disability which, with or without reasonable accommodation, does not prevent the performance of essential job functions. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training. However, when layoffs occur, employees shall be laid off according to seniority with the youngest employee being laid off first. When employees are recalled, this shall be done in the reverse of the way the employees were laid off.

The Contractor will state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, age (over forty), national origin, protected veteran status, physical or mental disability which, with or without reasonable accommodation, does not prevent the performance of essential job functions.

The Contractor will send a notice to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding advising the labor union or worker's representative of the Contractor's commitments under the above nondiscrimination clauses and will post notices in conspicuous places, readily visible and available to employees and applicants for employment, setting forth the above clauses; and the Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or any such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government Contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

The Contractor will include the provisions of paragraphs (#1) through (#8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or Contractor.

Unless exempt, the Contractor certifies that he does not and will not maintain any facilities for his employees to perform any services at any location under his control, where segregated facilities are maintained.

#### **11.02 AFFIRMATIVE ACTION**

A. The affirmative action clause set forth by the U.S. Department of Labor, 41 CFR Part 60-2504 is incorporated by reference into this Contract insofar as such clauses are required by such regulations and unless exempt by applicable statutes, rules, regulations or otherwise.

B. The affirmative action clause set forth by Para. 503 of the Rehabilitation Act of 1973, as amended, 41 CFR Part 60-741.1, is incorporated by reference into this Contract insofar as such clauses are required by such regulations and unless exempt by applicable statutes, rules, regulations, or otherwise.

C. Contractor shall maintain an affirmative action plan, unless Contractor is exempt by applicable statutes, rules, regulations, or otherwise, and if Contractor is required to maintain an affirmative action plan, then said affirmative action plan shall be made available to the Company for review at the Company's request.

### **SECTION 12: WEAPONS POLICY – WEAPONS PROHIBITED**

A. The Company is committed to providing a safe environment for its employees and the general public. Therefore, possession of weapons, except a legally possessed firearm, by anyone on Company property or on any Site to which Goods are being delivered or Services are performed under this Contract is strictly prohibited. This includes the possession of a weapon in a vehicle, while in a personal vehicle used for Company business or a personal vehicle while on premises, except it does not include a legally possessed firearm.

B. A weapon refers to any instrument of offensive or defensive combat that can be used to injure a person. Examples include, but are not limited to: explosives, folding knives with a blade length exceeding four (4) inches, or other knives not designed for a work function.

C. Any person who violates this policy will be denied access to or be asked to leave the Company's property by security personnel or a member of management. If any person refuses, law enforcement officials will be contacted immediately.

### **SECTION 13: GOVERNING LAW**

The laws of the Commonwealth of Kentucky shall govern this Contract. All actions shall be brought in the courts, whether federal or state, located in Jefferson County, Kentucky.

## **SECTION 14: AUTHORITY TO DO BUSINESS**

A. The Bidder/Contractor must be duly organized and authorized to do business under the laws of Kentucky. Bidder/Contractor must be in good standing with all government agencies and have full legal capacity to provide the services specified under this Contract. The Bidder/Contractor must have all necessary right and lawful authority to enter into this Contract for the full term hereof and that proper corporate or other action has been duly taken authorizing the Bidder/Contractor to enter into this Contract. The Bidder/Contractor will provide Louisville Water with a copy of a corporate resolution authorizing this action and a letter from an attorney confirming that the Bidder/Contractor is authorized to do business in the State of Kentucky, if requested.

## **SECTION 15: RIGHT TO AUDIT**

A. Louisville Water shall have the right to audit the Bidder/Contractor. Louisville Water may request and audit any supporting evidence necessary to substantiate charges related to this Contract including but not limited to direct and indirect costs, overhead allocations as they may apply to cost associated with this Contract; and any records necessary to permit evaluation and verification of Bidder/Contractor compliance with any and all contract requirements.

B. Louisville Water may request that Bidder/Contractor provide records, data, verification that they comply and are in good standing with all applicable federal, state, local laws, statutes, ordinances, orders, rules, and regulations. Bidder/Contractor shall also be required to include Louisville Water's right to audit provision in the Contracts of all subcontractors, insurance agents, or any other business entity providing goods and services related to this Contract for the Bidder/Contractor.



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## **SPECIFICATIONS FOR 26-55 / Heavy Equipment Rental**

For this Bid, Samples **may be** required. See paragraph 3 J of the Instructions to Bidders, and paragraph 5.03 B of the Terms and Conditions.

1. Contractor shall submit a daily, weekly, monthly, and annual rental rate. LWC is exempt from the Excise Transportation Tax and State Sales Tax. Certification will be forwarded upon request.

### Rate Definitions:

- Daily Rate = 1 to 24 hours from time of site delivery to requested pick up time.
- Weekly Rate = Up to 7 days from time of site delivery to requested pick up time
- Monthly Rate = Up to 31 days from time of site delivery to requested pick up time
- Annual Rate = Up to 365 days from time of site delivery to time contractor is contracted to pick up. Annual rates will be paid in 12 monthly payments.

Rate charges will be calculated in a manner that results in the lowest overall charge for the Company, e.g. a weekly rental used for three weeks will be charged at the monthly rate if that rate is less costly to the Company.

2. Equipment shall be delivered with a full tank of fuel and shall be returned to the contractor likewise.
3. All contractors shall be required to provide technical assistance as required.
4. This shall be a multiple awardee contract per section. LWC shall award specific rental of equipment on an individual basis, based on pricing, proximity to job site, availability, and response time.
5. Bidders must bid on all line items in each section. Failure to bid on all line items in a section may be subject to disqualification.
6. Contractor agrees to hold harmless the company from any and all claims, including deductibles, or self-insured retentions for physical damage to or loss of rented equipment, including any loss of use thereof, unless the loss results from and intentional act of the company or willful failure to protect the equipment from theft or vandalism. All rental unit prices shall include insurance covering LWC for all accidental damage to any rental equipment with no deductible to LWC.
7. All invoices must be received within 30 calendar days of providing materials or services. All invoices must contain the following information:

- Accurate address of work site
  - Work Activity
  - Blanket Purchase Order
  - Task Number
  - Full Name and Employee ID Number of LWC employee requesting equipment or service.
8. Routine Maintenance and Repairs Requirements: LWC shall not be responsible for performing or payment of regular or routine maintenance to rental equipment resulting from normal wear and tear (e.g. street brooms). LWC agrees to maintain fluid levels of equipment with manufacturers approved products for normal machine condition. LWC shall provide site access to contractor for maintenance or repairs within one-hour notice during regular business hours.
  9. No rental agreement, either real or implied, shall supersede any term or condition set forth in this Contract.
  10. Prices listed on the Bid Proposal sheet are total remuneration for work under this contract.
  11. In the event a piece of equipment originally offered with the contract is changed; LWC shall pay the original contract price for the equivalent new piece of equipment.
  12. Relocation shall be defined as the moving of a piece(s) of equipment from one LWC job site to another.
  13. Delivery of equipment shall be within 2 hours of notification if LWC declares an emergency need for equipment and within 1 business day if rental is a planned/scheduled project need. LWC estimates that an emergency will be declared only approximately 25% of the time.

**Heavy Equipment: (All weights and measurements are approximate)**

**Section A – Backhoe Loader (w/12”-36” bucket as needed)**

1. Backhoe loader minimums: dig depth 14’
2. Backhoe loader with extendable stick minimums: dig depth 18’
3. Hydraulic hammer for respective backhoe loader w/1,000-foot pound impact strength

**Section B – Compact Track Loader (Rubberized track with fork and bucket attachments)**

1. Compact Track Loader minimum operating capacity 2,200 lbs.
2. Compact Track Loader minimum operating capacity 3,200 lbs.
3. Landscape Rake/Attachment for compact track loader.
4. Asphalt Milling Drum for compact track loader.
5. Broom attachment for compact track loader.

#### **Section C - Excavator (w/12"-42" bucket as needed)**

1. Excavator minimums: dig depth 7', weight 3,400 lbs. (rubberized tracks)
2. Excavator minimums: dig depth 10', weight 7,500 lbs. (rubberized tracks)
3. Excavator minimums: dig depth 12', weight 13,000 lbs. (rubberized tracks)
4. Excavator minimums: dig depth 14', weight 18,000 lbs., 22' reach (rubberized tracks)
5. Excavator minimums: dig depth 18', weight 28,000 lbs., 26' reach
6. Excavator minimums: dig depth 22', weight 44,000 lbs., 32' reach
7. Excavator minimums: dig depth 22', weight 65,000 lbs., 34' reach
8. Hydraulic Hammer AND Excavator: minimum 1,500 foot pound impact strength
9. Hydraulic Hammer AND Excavator: minimum 3,500 foot pound impact strength
10. Hydraulic Hammer AND Excavator: minimum 5,000 foot pound impact strength
11. Hydraulic Hammer AND Excavator: minimum 8,000 foot pound impact strength

#### **Section D – Miscellaneous**

1. Street Broom (enclosed cab): 8' broom, weight 5,000 lbs.

2. Light Tower (towable trailer mounted): minimum 4,000 watts

#### **Section E – Dozer and Loaders**

1. Dozer minimums: 200 HP, 50,000 lb. weight, six-way blade
2. Track Loader minimums: 160 HP, 32,000 lb. weight, 2.4 cubic yard bucket
3. Track Loader minimums: 200 HP, 43,000 lb. weight, 3.1 cubic yard bucket
4. Wheel Loader minimums: 135 HP, 27,000 lb. weight, 2.6 cubic yard bucket

#### **Section F – Discount**

In the event Louisville Water Company has a need for heavy equipment that is NOT specifically listed within the contracted items, Contractor agrees to rent such equipment to Company using a volume discounted rate as listed

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## BIDDERS PROPOSAL

Contract #: PRO-298

**Failure to use the Company's actual bid forms or make any changes other than response of information may subject the Bid to being rejected.**

**Completed and Signed Bidders Proposal shall be submitted and uploaded through the designated bid portal. Failure to do so shall subject the Bid to being rejected.**

LOUISVILLE WATER COMPANY

**BID# 26-55 / Heavy Equipment Rental**

NAME OF BIDDER: \_\_\_\_\_

ADDRESS OF BIDDER: \_\_\_\_\_

CITY/STATE/ZIP: \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_

NAME OF PARTY SIGNING THE BID: \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

Pricing and information shall be submitted in the bid table for this bid and shall be attached hereto and incorporated herein as part of the Bidders Proposal and any resultant contract.

This bid shall remain valid, and may not be withdrawn, for a period of (60) calendar days after the Bid Opening Date.

Within ten days of written Notice of Award, my firm shall submit the required Certificate of Insurance and any and all other required documents listed herein to be furnished by our firm. Upon timely receipt of the above-listed documents and upon the subsequent acceptance of said documents by the Company, the Company shall accept this proposal where indicated and return a copy to my firm. If my firm does not deliver the above-listed items to the Company as set forth herein, or if the submitted items are not accepted by the Company, the Company may, at its option, elect to void my firm's bid.

**Non-Collusion:** By signing this proposal, I certify that the submission of the Bid did not involve collusion or other anti-competitive practices. Further, my firm has not given, offered to give, and does not intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a Company employee, agent (including Company's independent contractors), assign or public servant in connection with the submitted offer. Signing the Bid with a false statement shall void the Bids and any resulting Contract and may be subject to legal remedies provided by law.

## BIDDERS PROPOSAL

Contract Documents: I have received, agree to be bound by, and understand that the Contract includes, but may not be limited to, the following documents:

Invitation to Bid

Instructions to Bidders including any Addenda

Bidders Proposal

Bid Table

Terms and Conditions

Specifications/Statement of Work

Contract Amendments (if applicable)

Any and all documents required to be submitted by the Contractor under the terms of this contract, including but not limited to Contractor Insurance Certificates or Endorsements.

I acknowledge that I have received the following Addenda (list each one received)

_____	_____
_____	_____

For clarification of the Bid and any other questions the Company should contact the following authorized representative of the Bidder:

Printed Name: \_\_\_\_\_

Address: \_\_\_\_\_

Email: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

|

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## BIDDERS PROPOSAL

Respectfully submitted,

Firm: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
Signature of authorized officer or agent required

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

Accepted for the Louisville Water Company by:

\_\_\_\_\_  
Carol Lyons  
Procurement Manager

Date: \_\_\_\_\_

Approved as to legality and form by:

\_\_\_\_\_

Date: \_\_\_\_\_