



INVITATION TO BID (#22-59)

.....
ONE (1) 20' BOX TRUCK
.....

ATTENTION: This is not an order. Read all instructions, terms, and conditions carefully.

IMPORTANT: Bids must be received no later than 2:00 p.m. Eastern Time (ET) on Thursday, August 25, 2022.

BID INVITATION #: 22-59

DATE ISSUED: August 4, 2022

**KENTON COUNTY AIRPORT BOARD
INVITATION TO BID
ONE (1) 20' BOX TRUCK (#22-59)**

Pursuant to the provisions of KRS 424.260, the Kenton County Airport Board ("KCAB") will receive bids for **ONE (1) 20' Box Truck** at the Cincinnati/Northern Kentucky Int'l Airport ("CVG"). Bids will be received no later than August 25, 2022, at 2:00 p.m. ET. No bids will be accepted after that time unless such date or time is extended pursuant to an addendum issued by KCAB.

KCAB reserves the right to waive any informality or irregularity in any proposal or bid guaranty, to reject any or all proposals, to award or refrain from awarding a contract for the work, and to negotiate with the apparent qualified responsible proposer to such extent as may be beneficial to KCAB.

Preference for Kentucky resident bidders will be applied in accordance with Kentucky law.

KCAB in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Further information and copies of the Invitation to Bid (ITB) may be downloaded from our website <http://www.cvgairport.com/bids> - PlanetBids & New Vendor Registration.

**KENTON COUNTY AIRPORT BOARD
Candace S. McGraw, Chief Executive Officer
CINCINNATI/NORTHERN KENTUCKY INTERNATIONAL AIRPORT
Hebron, KY 41048**

**KENTON COUNTY AIRPORT BOARD
INVITATION TO BID
ONE (1) 20' BOX TRUCK (#22-59)**

SCHEDULE OF EVENTS

- | | |
|-----------------------------------|---|
| • August 15, 2022 | Deadline for questions to be submitted. |
| • August 18, 2022 | Answers to questions issued. |
| • August 25, 2022 at 2:00 p.m. ET | Bids due. |

KCAB reserves the right to modify or alter the schedule of events to such extent as may be beneficial to KCAB.

SECTION A - GENERAL INFORMATION & BID INSTRUCTIONS

A.1 BACKGROUND AND SCOPE

The Kenton County Airport Board (“KCAB”) is soliciting bids for a 20’ Box Truck for use by the Supply Chain Management Department at the Cincinnati/Northern Kentucky International Airport (“CVG”).

A.2 SUBMISSION OF BIDS

Responses to this ITB must be submitted electronically through KCAB’s online bidding system which can be accessed at <http://www.cvgairport.com/bids> under “PlanetBids & New Vendor Registration”. Select the project titled **One (1) 20’ Box Truck (Invitation #22–59)** and follow the instructions for submittal. The completed and signed bid (together with all required attachments) must be transmitted and received in the system no later than **August 25, 2022, at 2:00 p.m. ET**. Bidders should allow for sufficient time to upload and transmit all required information. Bidder is solely responsible to ensure its submission is transmitted prior to the due date and time. KCAB will not accept submissions after the due date and time and is not responsible for any error in transmission including but not limited to power outage, internet connectivity, unauthorized access, etc.

A.3 BID QUESTIONS

KCAB is not bound by, and bidders may not request or rely on, any oral interpretation or clarification of this ITB. Therefore, any questions regarding this ITB are encouraged and must be submitted electronically using the Q&A tab of this ITB on KCAB’s online bidding system, which can be accessed at <http://www.cvgairport.com/bids> under “PlanetBids & New Vendor Registration”.

Questions received on or before the Deadline to Submit Questions in the Schedule of Events will be posted on the Q&A tab of this ITB on the bidding system per the Schedule of Events. Answers to questions from any Bidder will be available to all Bidders.

All communications regarding this invitation to bid shall only be through the Contract and Procurement Administration Department. No communication is to be directed to any other KCAB personnel unless otherwise instructed by the Contract and Procurement Administration Department. Failure to comply may result in the disqualification of bidder’s submittal.

A.4 ADDENDA

In the event it becomes necessary to revise, change, modify or cancel this ITB or to provide additional information, KCAB will issue addenda to all recipients of this ITB.

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A.5 SPECIFICATIONS

KCAB is soliciting bids for a 20' Box Truck for use by the Supply Chain Management Department that must meet the following specifications. The specifications are based on a 2023 Isuzu N-Series NRR model. Other models/manufacturers will be considered if equal to the minimum comparable features. It is incumbent upon the bidder to adequately demonstrate to KCAB that any alternatives proposed are in substantial compliance with this invitation to bid and meet or exceed the specifications included herein.

A.5.1 2022 or Newer Cab Chassis, 3U4 176" WB, 153.5" CA, 19,500 GVWR, White, 30 Gallon Stainless Steel In-Rail Fuel Tank, w/ Power Windows, Power Door Locks and Air Conditioning.

- Engine: Minimum of 215 HP @ 2550 RPM
- Fuel: Will consider Gas or Diesel
- Transmission: Automatic
- Wheelbase: 176" minimum
- Battery: Dual
- Color: White

A.5.2 **Body and Liftgate to be as follows:**

A.5.2.1 Standard Features

- 3-year Body Limited Warranty
- 12 Ga. Steel Floor Frame
- 12 Ga. Hat Section XMembers 16" Centers
- 10 Ga. Steel Floor Frame Flush Rear Door Sill
- 12 Ga. Steel Rear Door Structure
- Steel ICC Rear Dock Bumper
- 2X6 Shiplap Dense Pine Floor
- Complete Body Undercoating
- Protective Rear Mud Flaps
- T-Shaped White Cab Seal
- ½" FRP Solid Bulkhead
- Aluminum Sidewall Framed Construction
- Bottom Body Wrap
- 1-1/2" Aluminum I-Beam Sidewall Studs, 16" Centers
- Galvanized Roof Bows on 16" Centers
- .030 Exterior Roof Aluminum
- 3/8" Plywood Sidewall Liner
- .040 Buck Riveted Exterior Sidewall Aluminum
- Extruded .125 Aluminum 3" Radius Corner Posts
- Extruded .125 Aluminum Roof Siderail
- .130 Aluminum Protective Rub Rail
- ICC Running Lights & Reflectors
- Interior Dome Light w/ Switch

A.5.2.2 Optional Features Included in Lieu of Standard Features

- Radius Front w/ Cast Corners

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- 20' Translucent Roof – S&P or FRP
- Qty (2) 2500 Lumen Hi-Output LED Cargo Lights
- Flush Rear Sill
- Thieman M30 Metal 84x36+6 Aluminum Platform w/ Power Down and Remote Pendant
- 3M Process ILO of Buck Rivets 20'
- LED Rear Brake and Turn Signal Back-Up Lights
- Standard Solid Bulkhead (No Cutout, No Door)
- E-Track 20' Two Rows (Each Side)
- 20' x 1-1/8" Laminated Hardwood Kit
- Composite Roll-Up Rear Door
- Grab Handles
- LED Clearance Lights

A.5.4 Product/Performance and Literature

A.5.4.1 Technical Publications – Contractor shall provide one (1) paper set and one (1) electronic version of the following product documentation and support information upon delivery:

A.5.4.2 Operation, Maintenance, and Troubleshooting manuals.

1. Operator's Manual. The operator's manual includes lubrication charts and instructions.
2. Maintenance and Service Manual. A maintenance and service manual provides guidance to non-specialists performing routine services. The manual should also describe in detail with appropriate schematics the overhaul and major maintenance procedures required to maintain the vehicle.

A.5.4.3 Supplied equipment manual.

A.5.4.4 Parts manual identifying and listing all parts, components, and sub-assemblies used in the fabrication of the unit including schematics for electrical and hydraulic systems.

A.5.4.5 Software. Contractor shall provide any technical software that will assist the maintenance staff with diagnosis of engine or hydraulic service.

A.5.5 It is expected that the manufacturer will either perform all warranty work at KCAB Fleet Maintenance or have a service center within 100 miles of KCAB Fleet Maintenance.

A.5.6 Optional Warranty

- 5-year full warranty for parts and labor

A.6 BID REQUIREMENTS

Each bid must include the following written information:

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- A.6.1 Pricing must be all-inclusive, firm fixed and delivered to the address specified inclusive of all transportation charges FOB Cincinnati/Northern Kentucky International Airport.
Bids must be submitted electronically using the Line Items tab on KCAB's electronic bidding system. Submittals must be confirmed by a duly authorized official of the bidding company.
- A.6.2 List current lead time of proposed unit in Comment section of Line Items tab.
- A.6.3 Make, model and complete specifications of proposed unit.
- A.6.4 All warranty documentation, standard and extended.
- A.6.5 Completed applicable bidder residence form.

A.7 ACCEPTANCE PERIOD

Bids in response to this ITB shall indicate that they are valid for a period no less than 90 days from the closing date.

A.8 AWARDS

- A.8.1 KCAB intends to award a purchase order(s) resulting from this solicitation to the responsible bidder whose bid represents the best value after evaluation.
- A.8.2 KCAB reserves the right to waive any informality or irregularity in any bid guaranty, to reject any or all bids, to award or refrain from awarding a contract for the work, and to negotiate with the apparent qualified responsible bidder to such extent as may be beneficial to KCAB.
- A.8.3 KCAB intends to evaluate bids and award a purchase order(s) without discussions with bidders. Therefore, the bidder's initial bid should contain the bidder's best terms from a cost or price and technical standpoint.
- A.8.4 KCAB reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered.
- A.8.5 KCAB reserves the right to make multiple awards if, after considering the bids submitted, it is in KCAB's best interest to do so.
- A.8.6 KCAB has the right, at its sole election, to alter the specifications, frequency of services, and/or quantities of goods required and tailor the price to said change (increase or decrease).

A.9 PERFORMANCE AND PAYMENT

- A.9.1 KCAB will issue a Purchase Order to the successful bidder(s) ("Vendor"). The Purchase Order shall govern the agreement between KCAB and the Vendor and incorporate all the specifications, terms, and conditions included in this invitation, its addenda, and all proposal documents.
- A.9.2 Vendor shall submit one (1) invoice per delivery which KCAB will pay on a net thirty (30) basis.

A.10 BONDS AND SURETIES (Not applicable for this ITB.)

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A.11 RECORDS/FINANCIALS

In submitting bids on any item to be purchased by KCAB, the bidder hereby agrees to make available any and all records, books of account, correspondence, or other information reasonably necessary to enable KCAB or its designated agents to investigate the responsibility of the bidder in terms of its financial status, capacity to produce, sources of supply, performance record in the business or industry, and any other matter reasonably related to the bidder's probable ability to perform adequately under a contract if it is awarded to the bidder.

A.12 GRATUITIES AND KICKBACKS

It is a breach of ethical standards for any person to offer, give, or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any proposal, contract or subcontract.

It is a breach of ethical standards for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime vendor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

In the event that any gratuities or kickbacks are offered or tendered to any KCAB employee, the bid shall be disqualified and shall not be reinstated.

A.13 NON-COLLUSIVE VENDOR CERTIFICATION

By the submission of this bid, the bidder certifies that:

- A.13.1 The bid has been arrived at by the bidder independently and has been submitted without collusion with any other vendor.
- A.13.2 The contents of the bid have neither been communicated by the bidder nor, to its best knowledge and belief, by any of its employees or agents, to any person not an employee or agent of the bidder or its surety on any bond furnished herewith and will not be communicated to any such person prior to the official opening of the bid.
- A.13.3 No bidder shall submit more than one bid for this purchase. It shall be the responsibility of each bidder to obtain the prior written permission of KCAB before bid opening in every situation in which the bidder, due to corporate association or other affiliation, may be found to be impermissibly associated with another vendor. Failure to observe this requirement could result in all such affiliated bids being rejected.

A.14 GOVERNMENT PROVISIONS

EQUAL EMPLOYMENT OPPORTUNITY. During the performance of this Contract, the Contractor agrees to comply with all Federal, state and local laws respecting discrimination in employment and non-segregation of facilities including, but not limited to, requirements set out at 41 CFR 60-1.4, 60-250.4, 60-300.5(a), 60-741.4, and 60.741.5(a), which equal opportunity clauses are hereby incorporated by reference. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered

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prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability. Notification is hereby given that compliance with these clauses may require you to file annually certain reports (e.g. the EEO-1 Report and the VETS-100 Report) with the Federal government and may require you to develop written Affirmative Action Programs for Women and Minorities, Covered Veterans and/or Persons with Disabilities.

CIVIL RIGHTS ACT OF 1964, TITLE VI-49 CFR PART 21. During the performance of this Contract, Contractor for itself, its assignees and successors in interest agree as follows:

1. Compliance with Regulations. Contractor shall comply with regulations relative to non-discrimination in federally assisted programs of the Department of Transportation (DOT) Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (Regulations) which are herein incorporated by reference and made a part of this Contract.
2. Non-Discrimination. Contractor, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, gender, color or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Contract covers the program set forth in Appendix B of the Regulations.
3. Solicitations for Subcontractors, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Contractor of its obligations under this Contract and the Regulations relative to non-discrimination on the grounds of race, gender, color or national origin.
4. Information and reports. Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information and its facilities as KCAB or the FAA may determine to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of Contractor is in the exclusive possession of another who fails or refuses to furnish this information, Contractor shall so certify to KCAB or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.
5. Sanctions for non-compliance. In the event of Contractor's non-compliance with this Contract's non-discrimination provisions, KCAB shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:
 - a. withholding payments to Contractor under the Contract until Contractor complies, and/or
 - b. cancellation, termination or suspension of the Contract in whole or in part.
6. Incorporation of provisions. Contractor shall include the provisions of paragraphs (1) through (5) in every subcontract, including procurements of materials and leases of equipment, unless exempted by the Regulations or directives issued pursuant thereto. Contractor shall take such action with respect to any subcontract or procurement as KCAB or the FAA may direct as a means of enforcing such provisions including sanctions for non-compliance. Provided, however, that in the event Contractor becomes involved in or is threatened with, litigation with a subcontractor or a supplier as a result of such direction, Contractor may request KCAB to enter into such litigation to protect the

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interest of KCAB and, in addition, Contractor may request the United States to enter into such litigation to protect the interest of the United States.

Title VI List of Pertinent Nondiscrimination Authorities

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).

DISADVANTAGED BUSINESS ENTERPRISE POLICY.

1. Policy. It is the policy of the United States DOT that Disadvantaged Business Enterprises (DBE) as defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds. Consequently, the DBE requirements of 49 CFR Part 26 may apply to this Contract.

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2. **DBE Obligation.** The Contractor and its subcontractors, successors and assigns agree to ensure that DBEs as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds. In this regard, the Contractor and its subcontractors, successors and assigns shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that DBEs have the maximum opportunity to compete for and perform contracts. The Contractor, its subcontractors, successors and assigns, shall not discriminate on the basis of race, color, national origin, gender, physical disability or veteran's status in the award and performance of DOT assisted contracts.

AIRPORT AND AIRWAYS IMPROVEMENT ACT OF 1982. Contractor assures that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, gender, age or physical disability, be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision obligates Contractor, its subcontractors, successors or assignees for the period during which Federal assistance is extended to the airport program, except where Federal assistance is to provide, or is in the form of personal property or real property or an interest therein or structures or improvements thereon. In these cases, the provision obligates the Contractor, its subcontractors, successors and assigns for the longer of the following periods:

1. the period during which the property is being used by the airport sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or,
2. the period during which the airport sponsor or any transferee retains ownership or possession of the property. In the case of contractors, this provision binds the contractors from the bid solicitation period to the completion of the contract.

INCORPORATION OF REGULATIONS. Contractor agrees to negotiate in good faith the incorporation into this Contract any and all statutes, rules and regulations which may now or during the term of this Contract be required by the FAA or other governmental agency as a prerequisite to or a condition of KCAB and/or Contractor receiving any federal or state grant or loan or other governmental assistance.

Federal Fair Labor Standards Act (Federal Minimum Wage). This Contract incorporates by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers. The Contractor has full responsibility to monitor compliance to the referenced statute or regulation. The Contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

Occupational Safety and Health Act of 1970. This Contract incorporates by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

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A.15 BID CONDITIONS AND PROVISIONS

A.15.1 All participating bidders shall comply with all of the conditions, requirements and instructions of this ITB. Any alteration, erasure or interlineation by the bidder may constitute cause for rejection by KCAB. Should KCAB omit anything from this ITB which is necessary to a clear understanding of the work, or should it appear that various instructions are in conflict, then the bidder shall notify the Contract and Procurement Administration Department prior to the deadline for question submissions as per the time and date shown in the Schedule of Events.

Typographical errors in entering quotations on this bid may result in the disqualification of this bid.

All bidders shall complete all information requested in this ITB. Failure to do so may result in the disqualification of bid.

Unit price for each item must be shown for the unit of measurement indicated. In case of error in extension of prices, the unit price will govern.

The successful bidder shall comply with all of this ITB's specifications, terms and conditions.

A.15.2 In submitting bids on any item to be purchased by the Kenton County Airport Board, the bidder hereby agrees to:

A.15.2.a Provide technical specifications together with any other data to evaluate properly brands of products or equipment offered as equal to those specified in the invitation prior to the date the bid is to be opened and to state clearly, on the bid proposal or in an attached letter, any deviation of the brand offered from the brand specified.

A.15.2.b Provide new and current commodities (latest model) unless this Invitation to Bid specifies otherwise.

A.15.2.c Accept any purchase order awarded on the price, terms and conditions stated in the submitted bid.

A.15.3 The bidder further agrees that the Kenton County Airport Board may, in addition to any other remedies to which it may be entitled under a purchase order, agreement, or contract arising from this ITB, or which may otherwise be available to it under law or equity, cancel any contract for the following causes.

A.15.3.a Failure to make delivery within the time specified in the contract.

A.15.3.b Failure to provide commodities, supplies or equipment that conforms with the specifications in the contract, or that fails to conform with samples the bidder submitted.

A.15.3.c Where there is sufficient evidence to show that the contract was obtained by fraud, collusion, conspiracy or other unlawful means or the contract violates any statutory or constitutional provision of the Commonwealth of Kentucky or of the United States.

A.15.4 The bidder further agrees that the following items may be included as compensable damages for any breach of contract with the Kenton County Airport Board:

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- A.15.4.a. Replacement cost;
 - A.15.4.b. Any cost of repeating the competitive bidding procedure; and
 - A.15.4.c. Expenses incurred as the result of delay in obtaining replacements.
- A.15.5 The enumeration of compensable damages contained in this section is not intended to be exclusive and will not operate to bar recovery by the Kenton County Airport Board for any other damages occasioned by the bidder's breach of a contract. However, in cases where the contract provides for liquidated damages, said liquidated damages are in lieu of all other damages, including those enumerated.
- A.15.6 Neither any failure nor any delay on the part of KCAB in exercising any rights, power or privilege hereunder, or under any document or instrument delivered or executed pursuant hereto, shall operate as a waiver thereof, nor shall a single or partial exercise thereof preclude any right, power or privilege.
- A.15.7 KCAB is not liable for any costs incurred by bidder in the preparation of bids or for any work performed in connection therein.

A.16 ELECTRONIC SIGNATURES

By submitting a proposal, the proposer consents to its use and acceptance of electronic signatures to execute any awarded contract and associated agreements. Proposer agrees to be bound by electronic signatures to the same legal effect and extent as if manually signed. KCAB expects the successful proposer will execute any awarded contract using KCAB's electronic signature service unless the proposer includes an exception with its proposal signifying its desire to sign manually. Included with the proposal, proposers must identify the following information regarding the person with full authority to legally bind proposer and sign agreements on its behalf:

1. Full Name;
2. Position Title; and
3. Email Address.