

COUNTY WATER DISTRICTS

REQUEST FOR PROPOSAL VOIP Phone System/Services November 3, 2020

Warren County Water District 523 US 31W Bypass Bowling Green, KY 42101 (270) 842-0052 bjmalone@warrenwater.com

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PART ONE – GENERAL INFORMATION

1.1 Introduction

Warren County Water District (WCWD), located in Bowling Green, Kentucky, is the state's second largest water district. WCWD provides drinking water and sanitary sewer services for nearly 30,000 and 7,500 customers respectively. With adjacent service areas, WCWD also manages Simpson County Water District (SCWD) and Butler County Water System, Inc (BCWS).

We are soliciting proposals for the replacement of our existing VOIP phone system which supports all three water system's business operations.

Proposals shall be accepted until 4:30 PM (CT) on December 4, 2020. Instructions on submitting a proposal are identified in Section 1.8.

All questions regarding this Request for Proposals shall be submitted in writing, via email, prior to November 16, 2020 at 4:30 PM (CT). The RFP should be referenced in the subject line and submitted to:

B. J. Malone, Manager of IT/GIS

bjmalone@warrenwater.com

This RFP contains instructions governing the proposals to be provided, requirements which must be met for eligibility consideration and general evaluation criteria. The proposal must remain valid for at least ninety (90) days. The contents of the proposal of the successful bidder shall become the basis for the contractual obligations when a contract is awarded. The payment amount for the services to be rendered will be negotiated with the firm selected and said firm will be required to enter into a formal agreement with the Owner. If a satisfactory contract cannot be negotiated, negotiations will be terminated. Contract negotiation will then begin with the next alternate Proposer.

Warren Water reserves the right to retain all proposals. By submitting a proposal, the firm is providing a guarantee that, if selected, they will be able to provide the proposed services outlined in this RFP. Warren Water reserves the right to delete or amend any of the services as listed and described in this RFP and reserves the right to reject any or all proposals for any reason and seek new proposals or take other action.

1.2 Scope of Work

Warren Water seeks a firm that can provide an on-premise Voice over Internet Protocol (VoIP) telecommunications system. The system will replace the current on-premise VoIP system and must be capable of meeting future needs. The project requires the design, implementation, training, and support of an on-premise VoIP telephone system. Preference will be given to the Vendor that provides a comprehensive, cost-effective solution for current specifications and ongoing service and support.

Current Setup

ADTRAN Netvanta 7060

Current phone system supports 65 users, and 14 simultaneous calls. It includes 3 fax numbers and support for 3 locations. PBX is located in the WCWD data center with both branch offices (SCWD and BCWS) voice traffic being routed through site to site VPN to the WCWD data center. Current phones are a mix of Polycom Soundpoint IP 650 and Adtran IP 706/712. All existing phones are PoE capable.

The current system operates on a SIP trunk (provided by Bowling Green Municipal Utilities) to PRI gateway.

Warren County Water District

Bowling Green, Kentucky

57 Users

53 Phones

Ancillary Services (2 Fax)

Internet Service Provider - Bowling Green Municipal Utilities

Bandwidth 30 Mbps symmetrical

Simpson County Water District

Franklin, Kentucky

3 Users

2 Phones (One cordless)

Ancillary Services (1 fax using VOIP gateway)

Internet Service Provider - Comcast

Bandwidth 50 Mbps download speed/ 10 Mbps upload speed

Butler County Water System, Inc.

Morgantown, Kentucky

5 Users

3 Phones (Line requirements, cordless, conference)

Ancillary Services (1 fax using VOIP gateway)

Internet Service Provider – Fastnet with Bluegrass Cellular Failover (VoIP Traffic currently on failover due to quality)

Bandwidth 20 Mbps download speed/ 20 Mbps upload speed

1.3 ACTIVITIES AND SERVICES SOLICITED

VoIP System Requirements (Basic requirements for all users)

The list below is a partial list of features that have been requested. It is provided as a baseline and as a starting point for the expected operations of the system. WCWD expects the successful vendor will have had experience with municipalities, corporations, and other businesses of WCWD's size and scope and will be able to provide consulting advice, input and insight regarding feature sets utilized by similar and like sized companies.

Proposed system shall be designed to accommodate an equal number of users and desk phones as listed in the existing system above.

The following list describes features desirable for WCWD to have in the phone system. Vendors will not be disqualified for not providing a certain feature; however, you must clearly indicate, in Section 2.7, any features your proposed system cannot provide. Also, please include any feature that your system can provide that is not listed.

- Centralized Device Management
- Supports SIP Trunking
- Automated Attendants (multilevel)
- Three (3) Digit Extension Dialing to all phones on system

- Corporate Directory (Listing all User Names & Extensions, sortable by first name, last name, extension, group, location)
- Voice Mail with Message Waiting Indicator
- Inbound Caller ID displayed on handsets and Caller ID transferred to mobile phones when using
- Outbound Caller ID (Ability to out-pulse both main number and/or Individual DID Numbers)
- Busy Lamp Field (line monitor)
- Call Forwarding (user activated)
- Call Forwarding capability to external numbers
- Call Hold
- Call Park
- Call Pickup Groups
- Call Transfers
- Call Waiting
- Call Queuing
- Calling Name & Number (Caller ID)
- Custom Holiday Mode Greetings (Single program point, companywide effect)
- System Scheduler (configurable modes: i.e., night, lunch, weekend)
- Conference Calling (Up to 5 Participants)
- Dedicated "All Call" Extension Programmed to page all extensions per office by dialing a dedicated extension
- Distinctive Ringing
- Do Not Disturb
- Call detail records and recording capabilities
- Directed Call Pickup (permits an extension user to intercept any type of call ringing another extension)
- Direct Inward Dialing (DID) & Direct Outward Dialing (DOD)
- Electronic Fax Capability / Inbound & Outbound Fax Messaging
- Electronic Fax to Email
- Find Me/Follow Me (Forwarding to Cell Phone or Other Number)
- Music/Message on Hold Capability (Vendor-Provided Source Recordings)
- Hunt Groups
- Mobile App Integration/softphone capable.
- User Portal & Admin Web Portal
- Voicemail to email
- Return call from voicemail being able to quickly and easily call a client back from their recorded voicemail on the handset (without dialing the phone number)

- Simultaneous Ring
- Selective Call Acceptance
- Selective Call Rejection
- Speed Dialing 4 Digits or less requested
- Advanced Call Routing
- Active Directory Integration
- PoE capable phones
- API integration capabilities desired (not a requirement)

Minimal Call Queue Requirements

- Call queue extension calling
- Round-robin (Longest Idle)
- Ring all (All available agents)
- Linear hunt- (Available agents in predefined order)
- Linear cascade –(Groups of agents in predefined order)
- Call Park- (Places caller on hold until agent can answer)
- Message on hold
- Music on hold
- Record Calls
- · Call downloading capability for managers
- Real time monitoring
- Statistical reporting

Maintenance & Support Requirements

Vendors are required to provide standard chat, email, and telephone support services Monday thru Friday, 8:00 am to 5:00 pm (CST) for routine service requests. 24/7/365 support service will be required for issues deemed as urgent.

Software Upgrades

All planned end-of-life or obsolescence must be listed in Vendor's response.

Software upgrades, patches or system revisions which are subsequently developed to correct problems or malfunctions must be provided at no additional charge, regardless of the inclusion of enhancements, for the full term of the contract.

1.4 RFP TIMELINE

Event	Date
Release of RFP	November 3, 2020
Deadline for Receipt of Questions	November 16, 2020
Response to Questions Posted	November 18, 2020
Proposals Due	December 4, 2020
Interviews and Demos begin	January 6, 2021
Selection of Consultant	January 27, 2021

1.5 GENERAL TERMS AND CONDITIONS

We will review all proposals for completeness and compliance with the terms and conditions of the RFP. Proposals clearly inconsistent with the RFP requirements will be eliminated from further consideration.

Owner's Decision

The Owner shall in all cases determine the amount, quality, acceptability, and fitness of the several kinds of finished work and materials which are to be paid for hereunder, and shall decide all questions which may arise as to fulfillment of this contract on the part of the Vendor, and the Owner's interpretation of the contract and the Owner's determination and decision thereon shall be final and conclusive; such determinations and decisions, in case any question arises, shall be a condition precedent to the Vendor's right to receive any money hereunder. The Owner shall have the right to correct all clerical, mathematical, or minor errors or omissions in the specifications when such corrections are necessary for the proper coordination of the Contract Documents.

Standard Equipment and Equipment Installation

Except where special equipment is required, it is the general intent of this Request for Proposals (RFP) that manufacturers' standard equipment shall be furnished, and minor variations from the RFP to accommodate manufacturers' standard equipment will be permissible, provided that the proposed equipment complies substantially with the RFP, and that it will accomplish the required results, all to the Owner's satisfaction. In addition to the requirements specified in the RFP, each item of equipment shall have all features and accessories as standard with its manufacturer and/or required for a complete operational unit.

Standards for Materials

All materials shall be new. Used or salvaged materials shall not be considered unless specifically authorized by the Owner.

Patents

The Vendor shall hold and save harmless the Owner and its officers, agents, servants, and employees from liability of any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the contract, including its use by the Owner, unless otherwise specifically stipulated in the Contract Documents.

Subcontracting

The Vendor shall not award any subcontract to any Subcontractor without the Owner's prior approval. Only those Subcontractors of proven ability, whose reputation is known to the Owner for executing first-class work, will be approved. The Owner's approval will not be given until the Vendor submits to the Owner an itemized written statement designating the name of each Subcontractor, and the amount of each subcontract. This statement shall also designate the items of the contract which the Vendor proposes to execute directly with his own organization. The amount of these items, combined with the amounts of the various subcontract proposals, shall correspond to the contract price for the entire project. The contract will not be signed until all subcontracts have been approved.

The Vendor shall be as fully responsible to the Owner for the acts and omissions of his Subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.

The Vendor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind Subcontractors to the Vendor by the terms of the General Provisions and other Contract Documents insofar as applicable to the work of Subcontractors, and give the Vendor the same power as regards terminating any subcontract that the Owner may exercise over the Vendor under any provisions of the Contract Documents.

Nothing contained in this contract shall create any contractual relation between any Subcontractor and the Owner. It is specifically pointed out that the contractual relationship shall exist between the Owner and the Vendor only. It is the Vendor's duty, in his own interest, to enter into subcontractural agreements in strict accordance with all provisions of the Contract Documents. The failure of the Vendor to make the proper agreements with his Subcontractors and suppliers shall in no way relieve the Vendor of his responsibilities and obligations to the Owner.

The Vendor and all Subcontractors for the various branches of work employed on the project shall cooperate fully with each other to facilitate the progress of the work, and to avoid all interferences between the various parts of the work.

Warranty

The Vendor shall warrant all material and labor furnished by the Contractor, covered by the RFP and official modifications thereof, for a period of two years from the date of acceptance by the Owner. All necessary repairs or modifications required during this period due to defective workmanship or material shall be made promptly by the Contractor at the Owner's site, without cost to the Owner, including all costs for transportation in both directions between the manufacturer's facilities and the delivery site.

Notices and Service Thereof

All notices, demands, requests, instructions, approvals, and claims shall be in writing. Each notice to or demand upon the Vendor shall be sufficiently given if delivered at the office of the Vendor shown by him in the Proposal (or at such other office as the Vendor may from time to time designate to the Owner in writing), or if deposited in the United States mail in a sealed postage-prepaid envelope. Each such notice or demand shall be deemed to have been given or made as of the time of actual delivery, or (in the case of mailing) when it should have been received in due course of post.

Rights of the Owner to Terminate Contract

If the Vendor should be adjudged bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed for the Vendor or any of his property, or if he should persistently or repeatedly refuse or fail to supply enough properly skilled workmen or proper material, or if he should refuse or fail to make prompt payment to persons supplying labor or material for the work under the Contract, or persistently disregard instructions or fail to observe or perform any provisions of the Owner's instructions, or fail to observe or perform any provisions of the Contract Documents, or otherwise be guilty of a substantial violation of any provision of the Contract Documents, then the Owner may by at least five days prior written notice to the Vendor without prejudice to any other rights or remedies of the Owner in the premises, terminate the Vendor's right to proceed with the work. The foregoing provisions are in addition to, and not in limitation of, the rights of the Owner under all other provisions of the Contract Documents.

Assignment of Contract

The Vendor shall not assign the whole or any part of this contract or any monies due or to become due hereunder without the Owner's written consent. In case the Vendor assigns all or any part of any monies due or to become due under this contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any monies due or to become due to the Vendor shall be subject to prior liens of all persons, firms, and corporations for services rendered or materials supplied for the performance of the work called for in this contract.

Interpretations - Addenda

Interpretations and Addenda for questions concerning the meaning or intent of the Contract Documents and response of these will be made through the issuing of Addenda. All Addenda are incorporated, by reference, into the Contract. Failure of any Vendor or sub-bidder to receive any addenda shall not relieve the Bidder of any obligation with respect to his Proposal.

1.6 CRITERIA FOR EVALUATION OF PROPOSALS

A Selection Committee will evaluate the proposals using established review criteria. During the evaluation process Warren Water reserves the right, as it deems appropriate, to request additional information or clarifications from firms submitting proposals. The top two or three Proposers are anticipated to be invited to participate in on-site or remote presentations. Upon completion of the evaluation process, an agreement will be negotiated.

A proposal must meet the following minimum standards to be reviewed. Proposals not meeting these minimum standards are considered non-responsive and will not be reviewed or scored. The proposal must:

- Have been submitted by the deadline of December 4, 2020
- Be complete with all required attachments
- Be for specific services requested and described in the RFP packet.
- Contain no evidence of real or apparent conflict of interest.

All proposals will be screened for inclusion of all required information prior to release to the evaluation team. We may exclude from further consideration for contract award any non-responsive proposal or portion of a proposal.

All proposals will be evaluated under the following structure:

- Technical system requirements: (25%)
- Quoted Price (30%)
- Interview and Customer References (15%)
- Statement of Work (15%)
- Proposal Qualifications and Experience (15%)

1.7 EXECUTION

Upon completion of proposal evaluations and investigations, the Owner shall select the Vendor whom, in their judgement, can provide the best system to meet the immediate and long-term needs. The Owner will forward three original copies of the Agreement (Appendix B) to the Vendor for execution. Within 15 calendar days of receipt, the Vendor shall execute the Agreement and return them to the Owner. Within 10 days of receipt, the Owner shall issue a Purchase Order(s) for specific work described in the Agreement, RFP, and Proposal.

1.8 Instructions to Proposers

It is the intent of this Request for Proposals that the responder shall provide a complete solution for all aspects of the project. Vendor shall provide all design, planning, system architecture, installation, network analysis, training, and post-installation support for the project.

All proposals shall be prepared in compliance with the Format for Proposals described in Part Two of this document.

Proposers must include in the proposal the "Proposal Form" as provided in Appendix A.

Vendor shall create one (1) digital PDF proposal, signed by the firm's authorized agent. The submission shall be submitted via email to the following:

B. J. Malone

Manager of IT/GIS

bjmalone@warrenwater.com

The email subject line should read "VoIP Proposal" and should be sent on or before 4:30 p.m. CT December 4, 2020.

PART TWO – FORMAT FOR PROPOSAL

2.1 STATEMENT OF QUALIFICATIONS

In a brief and concise manner, provide an overview of your company and your understanding of WCWD's objective for this project. At a minimum please include:

- Services your company performs
- Details about your team
- Summary of Services to be performed
- Signature of authorized agent of the Consultant

2.2 PRELIMINARY SCOPE OF SERVICES

The Proposal must outline how the Consultant proposes to conduct the implementation of a new VOIP phone system for WCWD. The outline should include but not be limited to the following:

- The Consultant's proposed Scope of Services that demonstrate a clear and complete understanding
 of this project.
- Detailed summary of hardware/software specifications and features of the proposed phone system
- Statement on how the consultant is uniquely qualified to assist WCWD including the following:
 - Overview of how you will meet your objectives
 - Summary of project management including timeline
 - Summary of system design process
 - Overview of Training plan
 - Overview of Transition to new system providing details to provide little or no impact on ongoing operations
- Other Notable

2.3 EXPERIENCE

A summary of the Consultant's qualifications and experience in providing VOIP phone system design and implementation to include the following:

- State the number of years' experience, qualifications, and references the Consultant has had in providing services in telecommunications.
- Qualifications and experience of personnel assigned to all elements of the work specified in this RFP.

List relevant certifications that members of your team hold.

2.4 CLIENT REFERENCES

List 5 businesses for which the Consultant has provided similar VOIP phone implementations for. Preference should be given to utilities or similar size organizations and should include the following for each client reference:

- Name, address, telephone number, contact person, email address, the type of business provided by the company.
- A general description of the consulting services provided to each business listed as a reference.
- For each business, provide the date period for when the consulting services were provided.

2.5 ACCEPTANCE OF CONDITIONS

Indicate any exceptions to the general terms and conditions of this. Consultant must list in detail any variances or exceptions to specifications, terms and conditions of this project.

2.6 PRICING SCHEDULE

Provide a pricing matrix including information found below for all equipment, labor, licensing, and services. All prices on equipment must be itemized by device. The pricing must also reflect the cost of shipping and handling or any other costs of implementation. The respondent must list any and all charges, expenses, and/or costs to be incurred by Warren Water. Failure to specifically and thoroughly enumerate such items may be a cause for disqualification.

Equipment (Hardware & Software)

- Provide a detailed list of costs for all equipment that will be part of your proposed solution. Optional equipment should be clearly identified in the form.
- Item Description, Quantity, Unit Price, and Total (Include all charges)
- (Vendor add additional lines as needed)

Labor

- Provide the costs for all labor involved with your proposed implementation plan. Present the training options that are available.
- Task Description, # of Hours, Hourly Rate, and Total (Include all charges)
- (Vendor add additional lines as needed)

Training

- Item Description, # of Sessions, Cost per Session
- Advanced training for Admin users

- End-User Training "Train the Trainer" sessions for end-users
- (Vendor add additional lines as needed)

Maintenance

- Description Length of Term Total (Include all charges)
- Full maintenance: supporting hardware and software 8 am-5 pm Mon-Fri with NBD onsite response
- Full maintenance: supporting hardware and software seven (7) days a week, 24 hours a day, with four (4) hour onsite response
- Emergency response in case of critical failure to include response times.
- Software Upgrade cost
- (Vendor add additional lines as needed)

2.7 FEATURE CHECKLIST

A list of features was provided in Section 1.3. Please provide a list of all features and clearly identify which features are included, not included, or available at an added cost. As this is not a complete list, please indicate any additional features that you feel are important to note.

APPENDIX A - PROPOSAL FORM

PROPOSAL FORM

Proposal of	(hereinafter called "Proposer") organized and
existing under the laws of the State of	doing business as* to
Warren County Water District, 523 US 31W Bypass,	, Bowling Green, Kentucky 42101 (hereinafter called "Owner").
*Insert "a corporation", "a partnership", or "an indi	ividual" as applicable.
In compliance with the Notice of Request for Propos	sals, dated November 3, 2020, Proposer hereby proposes to perform
all Work for <u>VoIP Phone System/Services</u> in strict ac	ccordance with the Request for Proposals for the following total fee,
as detailed in the Proposal, \$.
By submission of this Proposal, each Proposer cert	ifies, and in the case of a joint Proposal each party thereto certifies
as to its own organization, that this Proposal has be	een arrived at independently, without consultation, communication
or agreement as to any matter relating to this Prop	osal with any other Proposer or with any competitor.
Proposer hereby agrees to commence Work under t	this Contract upon execution of the Agreement and to fully complete
the Project within the time agreed to by the Owner	and Vendor.
Proposer acknowledges receipt of the following Ad	dendum (indicate date of receipt of each):
	SEAL - (if Proposal is by a corporation)
Submitted by:	
Signature	Address
Name	City, State, Zip
Title	Phone
Date	Email
Attest	

APPENDIX B – AGREEMENT

AGREEMENT

AGREEMENT made as of	, between Warren County Water District (hereinafter called
the "Owner"), and	(hereinafter called the "Vendor"), a corporation organized and
existing under the laws of the State of	·
WHEREAS, the Owner and the Vendor of	desire to enter into this contract for the furnishing of software, programming,
materials, equipment, and labor (herei	nafter called "Work") for the upgrade of the Owner's VoIP Phone System as
described in the Request for Proposals d	lated November 3, 2020.
NOW THEREFORE, in consideration of th	e mutual undertakings herein contained, the parties hereto agree as follows:
	ARTICLE I - GENERAL
The Vendor agrees to sell and deliver to	the Owner and the Owner agrees to purchase and receive from the Vendor the
following Work in accordance with the	provisions of the Request For Proposal, Vendor's Proposal, Proposal Form and
other items, attached hereto and made	part hereof.
	ARTICLE II – CONTRACT PRICE
The Owner shall pay the Vender for com	npletion of the Work in accordance with the Contract Documents the following
amount stated in the Vendors proposal,	as negotiated, pursuant to this Agreement:
TOTAL PRICE \$	(dollars)
	(use words)
	ARTICLE III - PAYMENT
The Vendor may request payments for it	tems of each Phase of Work according to the following schedule:
Approval of system design	10%
System Installation	25%
Successful Startup	55%
Final Acceptance	10%

The Vendor shall submit all payment requests to the Owner for approval. Within 10 days of each pay request, the Owner shall approve the payment request for payment or return to the Vendor for substantiation. The Owner shall make payment to the Vendor within thirty (30) days of approval.

ARTICLE IV - DEFECTIVE MATERIALS AND WORKMANSHIP

SECTION 1. All Work furnished hereunder shall be subject to the inspection, tests, and approval of the Owner and the Vendor shall furnish all information required concerning the nature or source of any Work.

SECTION 2. The Work furnished hereunder shall become the property of the Owner when fully installed, tested, and functioning in accordance with the Proposal, RFP, and the Contract Documents. The Owner may reject any such Work as do not comply with the Proposal for Work and warranties of the Vendor and manufacturers and any defective Work either before or after incorporation of such Work into the Project; provided such rejection is made in accordance with Warranty requirements of the attached Proposal. Upon any such rejection, the Vendor shall replace the rejected Work with Work complying with the Specifications for Materials and warranties at the original delivery destination(s). The Owner shall return the rejected materials, if applicable, at the same destination(s). In the event of the failure of the Vendor to replace rejected Work, the Owner may make such replacement and the cost and expense thereof shall be paid by and recoverable from the Vendor.

ARTICLE V - MISCELLANEOUS

SECTION 1. All manufacturer's guaranties of Work shall be transferred and assigned to the Owner upon delivery of any Work and before payment is made for such Work. Such guaranties shall be in addition to those required of the Vendor by other provisions of this contract.

SECTION 2. The Vendor shall hold harmless and indemnify the Owner, its agents and employees, from any and all claims, suits and proceedings for infringement of any patent or patents covering Work purchased hereunder. The Vendor shall defend any suit or proceeding brought against the Owner, its agents or employees, based upon a claim that the Work or any part thereof constitute an infringement of any patent, or if the Vendor shall fail to defend such suit or proceeding, the Owner may do so and the Vendor shall make reimbursement for the expense of such litigation. If the Work, or any part thereof, are held to constitute infringement and the use thereof is enjoined the Vendor shall, at its own expense, either procure for the Owner the right to continue to use the Work, or such part thereof, or shall replace the Work, or such part thereof, with non-infringing Work.

SECTION 3. Simultaneously with the final payment to the Vendor, as provided herein, the Vendor shall deliver to the Owner duplicate original releases of lien of subcontractors, if any.

SECTION 4. In the event that any of the provisions of this contract are violated by the Vendor or by any of the Vendor's subcontractors, the Owner may serve a written notice of intention to terminate such contract upon the Vendor, which notice shall specify the reasons therefor. Unless within ten (10) days after the serving of such notice upon the Vendor such violation shall cease and an arrangement for the correction thereof satisfactory to the Owner be made, this contract shall, upon the expiration of the said ten days, cease and terminate. In the event of any such termination, the

Owner may purchase the Materials and/or Services necessary for complete performance of this contract for the account and at the expense of the Vendor, and the Vendor shall be liable to the Owner for any excess cost occasioned thereby. The foregoing shall be in addition to every right or remedy now or hereafter existing at law or in equity or by statute.

SECTION 5. Each and all of the covenants and agreements, herein contained shall extend to and be binding upon the successors and assigns of the parties hereto. However, the Vendor shall not assign this contract or any part thereof or enter into any contract with any person, firm or corporation for the performance of the Vendor's obligations hereunder, or any part thereof, without the approval in writing, of the Owner.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives all as of the day and year first above written.

Owner: Warren County Water District 523 US Hwy 31W Bypass Bowling Green, KY 42101	Vendor:
Signed	Signed
Name	Name
Title	