



**DAVIESS COUNTY FISCAL COURT**

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

[www.daviessky.org](http://www.daviessky.org) County Government > Current Bid Documents

**ISSUED: 08-15-2024**

**Invitation for Bid: 2425-24: TWO (2) NEW WALKING FLOOR TRAILERS (TRANSFER STATION)**

BIDS SHALL BE ACCEPTED UNTIL: **THURSDAY, SEPTEMBER 12, 2024**, @ 2:00 P.M. LOCAL TIME, AT WHICH POINT THEY WILL BE OPENED AND PUBLICLY READ AT THE DAVIESS COUNTY FISCAL ADMINISTRATIVE OFFICES AT 221 ALLEN STREET.

**SPECIFICATION CONTACT**

Jared Mattingly  
Daviness County Solid Waste: Transfer Station  
270-688-8138  
[jmattingly@daviessky.org](mailto:jmattingly@daviessky.org)

**CONTRACT CONTACT**

Kandace Sturgeon  
Daviness County Fiscal Court  
270-685-8424  
[ksturgeon@daviessky.org](mailto:ksturgeon@daviessky.org)

[SAMPLE ENVELOPE]

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

**Vendor Name**  
**Vendor Address**  
**Contact Number**

Attn: Purchasing Department  
Daviness County Fiscal Court  
221 Allen Street  
Owensboro, KY 42303

**SEALED BID: (Bid Name)**

**CONTRACT TERM AGREEMENT:**  
Upon Approval of Daviess County Fiscal Court

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

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Authorized Agent (Print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
City/State/Zip Code

\_\_\_\_\_  
E-Mail Address

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

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
Date

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

**2.0 BID FORM: 2425-24: TWO (2) NEW WALKING FLOOR TRAILERS (TRANSFER STATION)**

THE LUMP SUM PRICING BELOW INCLUDES ALL OVERHEAD, PROFIT, INSURANCE, TAXES, DELIVERY FEES, AND OTHER COSTS NECESSARY TO PROVIDE AND DELIVER ALL SPECIFIED UNITS.

UNIT 1  
MAKE \_\_\_\_\_

MODEL \_\_\_\_\_

YEAR \_\_\_\_\_

TOTAL BID PRICE \_\_\_\_\_

TRADE-IN ( \_\_\_\_\_ ) - OPTION 1 (Sec 2.1; V; qq)

NET BID PRICE \_\_\_\_\_

ESTIMATED DELIVERY DATE \_\_\_\_/\_\_\_\_/\_\_\_\_

UNIT 2  
MAKE \_\_\_\_\_

MODEL \_\_\_\_\_

YEAR \_\_\_\_\_

TOTAL BID PRICE \_\_\_\_\_

TRADE-IN ( \_\_\_\_\_ ) - OPTION 2 (Sec 2.1; VI; qq)

NET BID PRICE \_\_\_\_\_

ESTIMATED DELIVERY DATE \_\_\_\_/\_\_\_\_/\_\_\_\_

Any Exceptions to the Bid?\*  Yes  No

\*IF YES, INCLUDE DOCUMENTATION FOR ANY AND ALL EXCEPTIONS AND WHAT SECTIONS THEY PERTAIN TO. FAILURE TO PROPERLY RECORD EXCEPTIONS COULD RESULT IN IMMEDIATE REJECTION OF THE BID.

## 2.1 BID SPECIFICATIONS

- I. **SCOPE:** Daviess County Fiscal Court is seeking a qualified vendor to supply two (2) new walking floor trailers for the Grimes Avenue Transfer Station.
- II. **DELIVERY:** Delivery will be made to the Grimes Avenue Transfer Station located at 2129 Grimes Avenue, Owensboro, KY 42303.
- III. **WARRANTY:** All applicable warranty documents and information must be submitted with bid documents.
- IV. **MANUALS:** Operator and Maintenance manuals shall be delivered with the equipment.
- V. **MACHINE EQUIVALENCY CLAUSE:** The bid specifications in Section 2.1; VI are specific to certain manufacturers and brands. This is merely to convey the target performance desired by the County. It is not the intention of the specifications within this document to eliminate any bidder; however, quoted items must equal or exceed stated specifications. Sufficient documentation is required to verify equivalent or superior performance.
- VI. **FEATURES TO BE INCLUDED**
  - a. **Length:** 48' with overall minimum load dimension of 48' x 100" x 87 ½" for a 107.5 cubic yard water level load capacity.
  - b. **Floor:** Keith #2631 9V high impact hydraulically operated two-way aluminum floor with steel tips and 3.5" drive cylinders.
  - c. **Floor Controls:** Manual controls located mid-body on driver's side.
  - d. **Bottom Rail:** Extruded 6061-T6 aluminum, Z-section design is 5-1/4" wide, .240" thick with 5- 3/4" face and 2" wide groove for conspicuity tape. Continuously welded to side sheet. Stringer plated added for extra strength to bottom rail.
  - e. **Longitudinals:** 10" 6061-T6 extruded aluminum "I" beams from the rear of trailer, forward 20'.
  - f. **Crossmembers:** 5-1/4" 6061-T6 extruded aluminum "I" beams spaced on 12" centers.
  - g. **Fifth Wheel Plate Assembly:** 3/8" steel plate with 2" SAE pin set at 36". Supported with three (3) 5" steel I-beam cross-members and wrapped in 5" wide stainless steel band. Assembly is Huckbolted into bottom rails and bulkhead.
  - h. **Sides:** 100" solid sides of .190" 5454-H34 aluminum sheet. Extends from bulkhead to rear pocket.
  - i. **Top Rail:** Heavy duty 9" x 5-1/2" 6061-T6 (or equal) extruded aluminum. Top is 5/8" thick and the sides are 3/8" thick. Extends full length from bulkhead to rear pockets.
  - j. **Crosspipes:** Two (2) steel crosspipes 3" x 3" x ¼" wa. Bolted to the top rail. One at center of trailer, one at rear of trailer. Red reflective tape taped to the top rail sides to mark location of the crosspipes. Crosspipes painted orange.
  - k. **Vertical Side Posts:** Extruded .156" 6063-T6 (or equal) aluminum. Positioned approximately 30" apart centerlines, 8" wide based tapering to 4" wide face; sits flat on bottom rail and is welded in place before dirt shedder wedge plate is installed for interlocking design.
  - l. **Dirt Sheddors:** .190" x 8" wide smooth aluminum. Continuously welded at junction of bottom rail-side sheet and side posts.
  - m. **Tarp Bar:** ¼" x 3" extruded aluminum with a 1" groove for reflective tape, full length each side.
  - n. **Tarp System(s):** 48' manual side-to-side ratchet style tarp. 48' heavy duty reinforced mesh with front and rear flaps. Tarps to be mounted on the passenger side.
  - o. **Marker Lights:** Three (3) pair of lights top and bottom, each side. Boxed in.
  - p. **Mid-mount Turn Signals:** Large directional arrow turn signals mounted in aluminum bracket located mid-body under bottom rail.
  - q. **Light Panel:** Located in the bottom panel of the tailgate. Wiring: one-piece harness, (2) 4" seal beam lights for stop-turn-tail on each side; (3) 2-1/2" seal beam lights for center markers, and (1) license plate light. All lights are rubber mounted and replaceable 4" wide light shield for protection.
  - r. **Electrical:** A 12-volt system with a 7-way connector on the trailer front. All electrical wiring is jacketed, multi conductor wire with plug together wire harness.
  - s. **Mud flaps:** 16" rubber flaps located ahead of the suspension and 36" rubber flaps located behind the suspension mounted on light panel.
  - t. **Bulkhead:** 3/16" 5454-H32 (or equal) aluminum sheet, full wrap around design with 14" radius. Notched for interlocking fit over top and bottom rails and continuously welded at all joints. Internal reinforcement bands and horizontal bracing added for extra strength. Rung style ladder located on the outside driver's side with full width catwalk and railing. Four 10" wide cast aluminum steps on the extruded bar added to top edge for tarp protection.

- u. **Tailgate:** .175" 5454-H34 (or equal) aluminum sheet-full height – 6061-T6 (or equal) aluminum extrusions used to frame mainsheet. Top and bottom pins are machined to a diameter of 1-1/2" zinc plated wrapped in stainless steel and bolted into top and bottom horizontal extrusions. Three (3) pair of extruded aluminum side swing hinges located on the passenger side with a (4-3-4) design. Latch hardware is cast ductile iron machined for grease fittings at all pivot points. One safety wider with zinc plating and acme threads added to secure gate closed. Safety chain and keyhole on the passenger side of the trailer to hold gate in open position for unloading. Eight 10" wide cast aluminum steps up the outside center of the tailgate.
- v. **Tailgate Controls:** Manual linkage located ahead of suspension on driver's side of trailer under bottom rail.
- w. **Rear Pockets:** 1/4" 5052-H32 (or equal) formed aluminum with extruded rear support notched to fit over top and bottom rails for interlocking fit. All tailgate hardware is bolt-on design and reinforced with 1/4" thick inside liners. 1/2" round extruded bar added to top edge.
- x. **Sub frame:** 18# per foot, 10" wide flange steel beam mechanically fastened to the longitudinals.
- y. **Push Blocks:** Integrated into sub frame with two tow hooks.
- z. **Under Ride Protection Bar:** Must meet necessary 1/98-mandated requirements.
- aa. **Suspension:** Reyco 21B single leaf with 49" axle centers. Wear pads are welded to the cast hangers to help prevent excessive wear.
- bb. **Springs:** Single leaf rated at 12,000 # each.
- cc. **Axles:** 5" round, 5/8" wall, with a beam rating of 25,000#. SKF inner/outer bearings and races with synthetic lube
- dd. **Brakes:** 16 1/2" x 7" quick change, S-cam with auto slacks. 4S/2M anti-lock brake system.
- ee. **Wheels:** Piloted-10 stud steel hub outboard cast drum. (Wheel end system must have 350,000 mile/5 year warranty)
- ff. **Rims:** 8.25 x 22.5 steel disc
- gg. **Tires:** 11R22.5 Bridgestone R 196.
- hh. **Landing Gear:** Jost 2-speed static load capacity 170,000#
- ii. **Hydraulic Hoses:** Two (2) 1" x 108" with butterfly couplers located on driver's side of bulkhead. 1 male coupler and and 1 female coupler (or documented equivalents). Double hose hanger on bulkhead. (4000-PSI hoses minimum – access plate for hoses)
- jj. **Paint:** Metal parts are painted with silver production grade enamel. The aluminum body is natural.
- kk. **Service Manual:** To be shipped with each unit.
- ll. **Warranty:** Two (2) year on material and labor of the body and frame, with extension of the warranty on vendor supplied parts as applicable.
- mm. **Delivery:** Must specify.
- nn. **Dealer:** Must be able to provide full service within maximum radius of 40 miles from the City of Owensboro, KY and have available emergency road service and hours of operation from 7:00 AM to 11:59 PM CST.
- oo. **Exceptions:** Submit a list of exceptions to these specifications with the bid sheet.
- pp. **Notes:** Aluminum alloy for sides and floor is 34,000-PSI yield maximum. 6051-T6 aluminum alloy is 38,000 PSI yield minimum (or equal). Mill certification shall be provided with bid.
- qq. **Trade-In Option(s):** A trade-in is offered, and a value may be assessed by the Vendor and deducted from the Total Bid Price on the Bid Form (Section 2.0). This offer may or may not be accepted by Daviess County Fiscal Court, according to what is most advantageous to the County. Unit(s) offered as a trade-in may be viewed by appointment by contacting the specifications contact for this document at the delivery site. The trade-in details are as follows:
  - a. Option 1 – 2017 East Unloader. Vin # 1E1U2X282HR059844
  - b. Option 2 – 2017 East Unloader. Vin # 1E1U2X284HR059845
- rr. **Catwalk Platform:** 59" wide 30" deep. Hand rails on two sides mounted towards passenger side of the trailer. Floor of catwalk to be at 5' 6" from the top of the trailer with ladder mounted to driver's side of the trailer extending above the catwalk (high enough for safe movement from ladder to catwalk and back).

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

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

**3.02 DEFINITIONS:**

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

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

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

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

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

**3.06 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION**

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

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

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

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

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

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

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

**3.10 BID SUBMISSION INFORMATION:**

Separate sealed bids shall be received by the Daviess County Fiscal Court, 221 Allen Street, Owensboro, KY 42302.

SAMPLE ENVELOPE

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

Bids must be received by the date and time specified on page 1 of this document. Any bids received after that date and time will not be accepted. Specifications are on file at the Daviess County Judge Executive's Office at 221 Allen Street, Owensboro, KY 42303, or by calling 270-685-8424.

- 3.11 BID OPENINGS:** Bids will be publicly opened and read aloud at the time indicated on page 1. The Bidders and the public are invited but not required to attend the formal opening of the bids. No decisions relating to the award of a contract or agreement will be made at the opening.
- 3.12 DELIVERY:** Deliveries shall be made in strict accordance with any delivery schedule or instructions contained in the bid specifications and in the exact quantity ordered. Failure to adhere to delivery schedule is reason for termination in accordance with the Contract Termination clause. If the Contract includes multiple locations for delivery, deliveries are to be made to the locations specified by the County at the time of order.
- 3.13 INSPECTION, ACCEPTANCE AND APPROVALS:** Goods at all times and places, including the period of manufacture, are subject to inspection and test by the County. The County will accept or give notice of rejection of goods delivered within a reasonable time after receipt. Acceptance shall not waive any warranty. All goods supplied are subject to final inspection and acceptance by County notwithstanding payment, prior inspections or approvals. County may require prompt replacement or correction of rejected goods at Supplier's expense, including a reduction in price for rejected goods. Supplier shall not resubmit rejected goods to County without prior written approval and instructions from the County. In addition, Supplier shall identify resubmitted goods as previously rejected. Supplier shall provide and maintain a quality assurance and control system acceptable to the County.
- 3.14 WARRANTY:** Unless otherwise agreed to in writing by the parties, the Supplier warrants that items ordered to specifications will conform thereto and to any drawings, samples or other descriptions furnished or adopted by the County. If the items were not ordered to specifications, the Supplier warrants they will be fit and sufficient for the purpose intended, and that all items will be new, merchantable, of good material and workmanship, and free from defect. Such warranties, together with Supplier's service warranties and guarantees, if any, shall survive inspection, test, acceptance of, and payment for the items and shall run to the County and its assigns. Except for latent defects, the County shall give notice of any nonconformity to the Supplier within one (1) year after acceptance. The County may return for credit or require prompt correction or replacement of the defective or non-conforming goods or have the defective good corrected or replaced at the Supplier's expense. Return to the Supplier of any defective or non-conforming goods and delivery to the County of any corrected or replaced goods shall be at the Supplier's expense. Defective or non-conforming items shall not be corrected or replaced without written authorization by the County. Goods required to be corrected or replaced shall be subject to the provisions of this clause and the clause hereof entitled "Inspection, Acceptance, and Approvals" in the same manner and to the same extent as goods originally delivered under this contract.
- 3.15 CHANGE ORDER:** The County may make changes within the general scope of this contract. If any such changes cause an increase or decrease in the cost of or the time required for the performance of any part of the work, whether changed or not changed by any such order, an equitable adjustment shall be made in the price or delivery schedule or both, and any change order shall be in writing. Any claim by a Supplier for adjustment under this clause shall be asserted within fifteen (15) days from the date of receipt of this written order directing the

change, provided, however, the County, if it decides that the facts justify such action, may receive and act upon such claim asserted at any time prior to final payment.

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

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

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

I. Comprehensive General Liability Insurance

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

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

II. Workers Compensation Insurance

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



### III. Professional Liability Insurance

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

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