



LEXINGTON

Bid 4-2026

Martin's Sanitation Service, Inc. Supplier Response

Event Information

Number: Bid 4-2026
Title: Portable Restroom Units Rental and Service
Type: Competitive Bid
Issue Date: 1/7/2026
Deadline: 1/21/2026 02:00 PM (ET)
Notes: ONLY ONLINE BIDS WILL BE ACCEPTED FOR THIS SOLICITATION.

Contact Information

Contact: Kristie Thomas
Address: Central Purchasing
Government Center Building
200 East Main Street
Lexington, KY 40507
Phone: (859) 2583320
Fax: (859) 2583322
Email: kthomas@lexingtonky.gov

Martin's Sanitation Service, Inc. Information

Address: 285 Ruddlesmill Road
Paris, KY 40361
Phone: (859) 987-2529
Fax: (859) 987-2583
Web Address: www.martins-services.com

ONLY ONLINE BIDS WILL BE ACCEPTED! By submitting your response, you certify that you are authorized to represent and bind your company and that you agree to all bid terms and conditions as stated in the attached bid/RFP/RFQ/Quote/Auction documents.

Kimberly Holbrook
Signature

kholbrook@mss-kpt.com
Email

Submitted at 1/21/2026 10:02:11 AM (ET)

Response Attachments

Martin's Sanitation LFUCG Bid #4-2026.pdf

Martin's Sanitation LFUCG Bid #4-2026

Bid Attributes

1 Bid package

Have you completed and attached your bid package? This is a contractual agreement and required for all bids.

YES

Bid Lines

1 12.1R REGULAR MONTHLY UNIT PER SPECIFICATIONS

(Line excluded from response total)

Quantity: 1 UOM: EA Price: Total:

2 12.1A ADA MONTHLY UNIT PER SPECIFICATIONS

(Line excluded from response total)

Quantity: 1 UOM: EA Price: Total:

3 12.2R REGULAR WEEKLY UNIT PER SPECIFICATIONS

(Line excluded from response total)

Quantity: 1 UOM: EA Price: Total:

4 12.2A ADA WEEKLY UNIT PER SPECIFICATIONS

(Line excluded from response total)

Quantity: 1 UOM: EA Price: Total:

5 12.3R REGULAR DAILY UNIT PER SPECIFICATIONS

(Line excluded from response total)

Quantity: 1 UOM: EA Price: Total:

6	12.3A ADA DAILY UNIT PER SPECIFICATIONS <i>(Line excluded from response total)</i> Quantity: <u> 1 </u> UOM: <u> EA </u> Price: <input type="text" value="\$125.00"/> Total: <input type="text" value="\$125.00"/>
7	12.4R REGULAR UNIT - CLEANING OF SPECIAL EVENT UNIT PER SPECIFICATIONS <i>(Line excluded from response total)</i> Quantity: <u> 1 </u> UOM: <u> EA </u> Price: <input type="text" value="\$45.00"/> Total: <input type="text" value="\$45.00"/>
8	12.3A ADA UNIT - CLEANING OF SPECIAL EVENT UNIT PER SPECIFICATIONS <i>(Line excluded from response total)</i> Quantity: <u> 1 </u> UOM: <u> EA </u> Price: <input type="text" value="\$45.00"/> Total: <input type="text" value="\$45.00"/>
9	12.5 PORTABLE HANDWASHING STATION PER SPECIFICATIONS <i>(Line excluded from response total)</i> Quantity: <u> 1 </u> UOM: <u> EA </u> Price: <input type="text" value="\$125.00"/> Total: <input type="text" value="\$125.00"/>

Response Total: \$0.00



LEXINGTON

Lexington-Fayette Urban County Government

Lexington, Kentucky
Horse Capital of the World

Division of Procurement

Date of Issue: January 7, 2026

INVITATION TO BID #4-2026 Portable Restroom Units Rental and Service

Bid Opening Date: January 21, 2026

Bid Opening Time: 2:00 PM

Address: All bids must be submitted on line at <https://lexingtonky.ionwave.net/>

Type of Bid: Price Contract

Pre Bid Meeting: N/A

Pre Bid Time: N/A

Address: N/A

Sealed bids will ONLY be received online at <https://lexingtonky.ionwave.net/> until **2:00 PM**, prevailing local time on **1/21/2026**. Bids must be submitted/uploaded by the above-mentioned date and time.

Bids are to include all shipping, handling and associated fees to the point of delivery (unless otherwise specified in the bid documents below) located at: Lexington, KY

Check One: <input checked="" type="checkbox"/> Bid Specifications Met <input type="checkbox"/> Exceptions to Bid Specifications. <i>Exceptions shall be itemized and attached to bid proposal submitted.</i>	Proposed Delivery: <u> 1 </u> days after acceptance of bid.
Procurement Card Usage —The Lexington-Fayette Urban County Government may be using Procurement Cards to purchase goods and services and also to make payments. Will you accept Procurement Cards? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

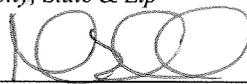
To expedite award, the forms in this document should be completed and uploaded with your bid.

Submitted by: Martin's Sanitation Service, Inc
Firm Name

PO Box 5343
Address

Paris, KY 40362
City, State & Zip

Bid must be signed:

 PRESIDENT
Signature of Authorized Company Representative – Title

Mike Thornton
Representative's Name (Typed or printed)

859-987-2529 859-987-2583
Area Code - Phone - Extension *Fax #*

mthornton@mss-kpt.com
E-Mail Address

The Affidavit in this bid must be completed before your firm can be considered for award of this contract.

AFFIDAVIT

Comes the Affiant, Mike Thornton, and after being first duly sworn under penalty of perjury as follows:

1. His/her name is Mike Thornton and he/she is the individual submitting the bid or is the authorized representative of Martin's Sanitation Service, Inc, the entity submitting the bid (hereinafter referred to as "Bidder")
2. Bidder will pay all taxes and fees, which are owed to the Lexington-Fayette Urban County Government at the time the bid is submitted, prior to award of the contract and will maintain a "current" status in regard to those taxes and fees during the life of the contract.
3. Bidder will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the contract.
4. Bidder has authorized the Division of Procurement to verify the above-mentioned information with the Division of Revenue and to disclose to the Urban County Council that taxes and/or fees are delinquent or that a business license has not been obtained.
5. Bidder has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky within the past five (5) years and the award of a contract to the Bidder will not violate any provision of the campaign finance laws of the Commonwealth.
6. Bidder has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as "Ethics Act."
7. Bidder acknowledges that "knowingly" for purposes of this Affidavit means, with respect to conduct or to circumstances described by a statute or ordinance defining an offense, that a person is aware or should have been aware that his conduct is of that nature or that the circumstance exists.

Further, Affiant sayeth naught. [Signature]

STATE OF Kentucky

COUNTY OF Bourbon

The foregoing instrument was subscribed, sworn to and acknowledged before me by Mike Thornton on this the 19th day of January, 2026

My Commission expires: 7/15/29



[Signature]
NOTARY PUBLIC, STATE AT LARGE

Please refer to Section II. Bid Conditions, Item "U" prior to completing this form.

I. GREEN PROCUREMENT

A. ENERGY

The Lexington-Fayette Urban County Government is committed to protecting our environment and being fiscally responsible to our citizens.

The Lexington-Fayette Urban County Government mandates the use of Energy Star compliant products if they are available in the marketplace (go to www.Energystar.gov). If these products are available, but not submitted in your pricing, your bid will be rejected as non-compliant.

ENERGY STAR is a government program that offers businesses and consumers energy-efficient solutions, making it easy to save money while protecting the environment for future generations.

Key Benefits

These products use 25 to 50% less energy
Reduced energy costs without compromising quality or performance
Reduced air pollution because fewer fossil fuels are burned
Significant return on investment
Extended product life and decreased maintenance

B. GREEN SEAL CERTIFIED PRODUCTS

The Lexington-Fayette Urban County Government is also committed to using other environmentally friendly products that do not negatively impact our environment. Green Seal is a non-profit organization devoted to environmental standard setting, product certification, and public education.

Go to www.Greenseal.org to find available certified products. These products will have a reduced impact on the environment and on human health. The products to be used must be pre-approved by the LFUCG prior to commencement of any work in any LFUCG facility. If a Green Seal product is not available, the LFUCG must provide a signed waiver to use an alternate product. Please provide information on the Green Seal products being used with your bid response.

C. GREEN COMMUNITY

The Lexington-Fayette Urban County Government (LFUCG) serves as a principal, along with the University of Kentucky and Fayette County Public Schools, in the Bluegrass Partnership for a Green Community. The Purchasing Team component of the Partnership collaborates on economy of scale purchasing that promotes and enhances environmental initiatives. Specifically, when applicable, each principal is interested in obtaining best value products and/or services which promote environment initiatives via solicitations and awards from the other principals.

If your company is the successful bidder on this Invitation For Bid, do you agree to extend the same product/service pricing to the other principals of the Bluegrass Partnership for a Green Community (i.e. University of Kentucky and Fayette County Schools) if requested?

Yes No

II. Bid Conditions

- A. No bid may be withdrawn for a period of sixty (60) days after the date and time set for opening.
- B. No bid may be altered after the date and time set for opening. In the case of obvious errors, the Division of Procurement may permit the withdrawal of a bid. The decision as to whether a bid may be withdrawn shall be that of the Division of Procurement.
- C. Acceptance of this proposal shall be enactment of an Ordinance by the Urban County Council.
- D. The bidder agrees that the Urban County Government reserves the right to reject any and all bids for either fiscal

or technical reasons, and to award each part of the bid separately, all parts to one vendor or all parts to multiple vendors.

- E. Minor exceptions may not eliminate the bidder. The decision as to whether any exception is minor shall be entirely that of the head of the requisitioning Department or Division and the Director of the Division of Procurement. The Urban County Government may waive technicalities and informalities where such waiver would best serve the interests of the Urban County Government.
- F. Manufacturer's catalogue numbers, trade names, etc., where shown herein are for descriptive purposes and are to guide the bidder in interpreting the standard of quality, design, and performance desired, and shall not be construed to exclude proposals based on furnishing other types of materials and/or services. However, any substitution or departure proposed by the bidder must be clearly noted and described; otherwise, it will be assumed that the bidder intends to supply items specifically mentioned in this Invitation for Bids.
- G. The Urban County Government may require demonstrations of the materials proposed herein prior to acceptance of this proposal.
- H. Bids must be submitted on this form and must be signed by the bidder or his authorized representative. Unsigned bids will not be considered.
- I. Bids must be submitted prior to the date and time indicated for opening. Bids submitted after this time will not be considered.
- J. All bids mailed must be submitted in the Ion Wave online portal at <https://lexingtonky.ionwave.net/>
- K. Bidder is requested to show both unit prices and lot prices. In the event of error, the unit price shall prevail.
- L. A certified check or Bid Bond in the amount of **XX** percent of the bid price must be attached hereto. This check must be made payable to the Lexington-Fayette Urban County Government, and will be returned when the material and/or services specified herein have been delivered in accordance with specifications. In the event of failure to perform within the time period set forth in this bid, it is agreed the certified check may be cashed and the funds retained by the Lexington-Fayette Urban County Government as liquidated damages. Checks of unsuccessful bidders will be returned when the bid has been awarded.
- M. The delivery dates specified by bidder may be a factor in the determination of the successful bidder.
- N. Tabulations of bids received may be mailed to bidders. Bidders requesting tabulations must enclose a stamped, self-addressed envelope with the bid.
- O. The Lexington-Fayette Urban County Government is exempt from Kentucky Sales Tax and Federal Excise Tax on materials purchased from this bid invitation. Materials purchased by the bidder for construction projects are not tax exempt and are the sole responsibility of the bidder.
- P. All material furnished hereunder must be in full compliance with OSHA regulations.
- Q. If more than one bid is offered by one party, or by any person or persons representing a party, all such bids shall be rejected.
- R. Signature on the face of this bid by the Bidder or his authorized representative shall be construed as acceptance of and compliance with all terms and conditions contained herein.
- S. The Entity (regardless of whether construction contractor, non-construction contractor or supplier) agrees to provide equal opportunity in employment for all qualified persons, to prohibit discrimination in employment because of race, color, religion, sex (including pregnancy, sexual orientation or gender identity), national origin, disability, age, genetic information, political affiliation, or veteran status.
- T. The Kentucky Equal Employment Opportunity Act of 1978 (KRS 45.560-45.640) requires that any county, city, town, school district, water district, hospital district, or other political subdivision of the state shall include in directly or indirectly publicly funded contracts for supplies, materials, services, or equipment hereinafter entered into the following provisions:

During the performance of this contract, the contractor agrees as follows:

- (1) *The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age or national origin;*
- (2) *The contractor will state in all solicitations or advertisements for employees placed by or on behalf of the contractors that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age or national origin;*
- (3) *The contractor will post notices in conspicuous places, available to employees and applicants for employment, setting forth the provisions of the non-discrimination clauses required by this section; and*
- (4) *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 workers' representative of the contractor's commitments under the nondiscrimination clauses.*

The contractor is required to comply to the Kentucky Equal Employment Opportunity Act of 1978 (KRS 45.560 to KRS 45.640)

- U. Any party, firm or individual submitting a proposal pursuant to this invitation must be in compliance with the requirements of the Lexington-Fayette Urban County Government regarding taxes and fees before they can be considered for award of this invitation and must maintain a "current" status with regard to those taxes and fees throughout the term of the contract. The contractor must be in compliance with Chapter 13 from the Code of Ordinances of the Lexington-Fayette Urban County Government. The contractor must be in compliance with Ordinance 35-2000 pursuant to contractor registration with the Division of Building Inspection. If applicable, said business must have a Fayette County business license.

Pursuant to KRS 45A.343 and KRS 45A.345, the contractor shall

- (1) *Reveal any final determination of a violation by the contractor within the previous five year period pursuant to KRS Chapters 136 (corporation and utility taxes), 139 (sales and use taxes), 141 (income taxes), 337 (wages and hours), 338 (occupational safety and health of employees), 341 (unemployment and compensation) and 342 (labor and human rights) that apply to the contractor; and*
- (2) *Be in continuous compliance with the above-mentioned KRS provisions that apply to the contractor for the duration of the contract.*

A contractor's failure to reveal the above or to comply with such provisions for the duration of the contract shall be grounds for cancellation of the contract and disqualification of the contractor from eligibility for future contracts for a period of two (2) years.

- V. Vendors who respond to this invitation have the right to file a notice of contention associated with the bid process or to file a notice of appeal of the recommendation made by the Director of Procurement resulting from this invitation.

Notice of contention with the bid process must be filed within 3 business days of the bid/proposal opening by (1) sending a written notice, including sufficient documentation to support contention, to the Director of the Division of Procurement or (2) submitting a written request for a meeting with the Director of Procurement to explain his/her contention with the bid process. After consulting with the Commissioner of Finance the Chief Administrative Officer and reviewing the documentation and/or hearing the vendor, the Director of Procurement shall promptly respond in writing findings as to the compliance with bid processes. If, based on this review, a bid process irregularity is deemed to have occurred the Director of Procurement will consult with the Commissioner of Finance, the Chief Administrative Officer and the Department of Law as to the appropriate remedy.

Notice of appeal of a bid recommendation must be filed within 3 business days of the bid recommendation by (1) sending a written notice, including sufficient documentation to support appeal, to the Director, Division of Procurement or (2) submitting a written request for a meeting with the Director of Procurement to explain

his appeal. After reviewing the documentation and/or hearing the vendor and consulting with the Commissioner of Finance and the Chief Administrative Officer, the Director of Procurement shall in writing, affirm or withdraw the recommendation.

III. Procurement Contract Bid Conditions

- A. The terms of this agreement shall be for one (1) year from the date of acceptance of this contract by the Lexington-Fayette Urban County Government. This agreement may be automatically extended for an additional three (3) one year renewals. This contract may be canceled by either party thirty (30) days after delivery by canceling party of written notice of intent to cancel to the other contracting party.
- B. Price Changes **(Space Checked Applies)**
 - (XXX)1. Prices quoted in response to the Invitation shall be firm prices for the first 365 days of the Procurement Contract. After 365 days, prices may be subject to revision and such changes shall be based on general industry changes. Revision may be either increases or decreases and may be requested by either party. There will be no more than one (1) price adjustment per year. Requests for price changes shall be received in writing at least twenty (20) days prior to the effective date and are subject to written acceptance before becoming effective. Proof of the validity of a request for revision shall be responsibility of the requesting party. The Lexington-Fayette Urban County Government shall receive the benefit of any decline that the seller shall offer his other accounts.
 - () 2. No provision for price change is made herein. Prices are to be firm for the term of this contract.
 - () 3. See bid specifications.
- C. If any contract item is not available from the vendor, the Lexington-Fayette Urban County Government, at its option, may permit the item to be back-ordered or may procure the item on the open market.
- D. All invoices must bear reference to the Lexington-Fayette Urban County Government Purchasing document numbers which are being billed.
- E. This contract may be canceled by the Lexington-Fayette Urban County Government if it is determined that the Bidder has failed to perform under the terms of this agreement, such cancellation to be effective upon receipt of written notice of cancellation by the Bidder.
- F. No substitutions for articles specified herein may be made without prior approval of the Division of Procurement.

EQUAL OPPORTUNITY AGREEMENT

Standard Title VI Assurance

The Lexington Fayette-Urban County Government, (hereinafter referred to as the "Recipient") hereby agrees that as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation, it will comply with Title VI of the Civil Rights Act of 1964, 78Stat.252, 42 U.S.C. 2000d-4 (hereinafter referred to as the "Act"), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, (49 CFR, Part 21) Nondiscrimination in Federally Assisted Program of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the "Regulations") and other pertinent directives, no person in the United States shall, on the grounds of race, color, national origin, sex, age (over 40), religion, sexual orientation, gender identity, veteran status, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient receives Federal financial assistance from the U.S. Department of Transportation, including the Federal Highway Administration, and hereby gives assurance that will promptly take any necessary measures to effectuate this agreement. This assurance is required by subsection 21.7(a) (1) of the Regulations.

The Law

- Title VII of the Civil Rights Act of 1964 (amended 1972) states that it is unlawful for an employer to discriminate in employment because of race, color, religion, sex, age (40-70 years) or national origin.
- Section 503 of the Rehabilitation Act of 1973 states: *The Contractor will not discriminate against any employee or applicant for employment because of physical or mental disability.*
- Section 2012 of the Vietnam Era Veterans Readjustment Act of 1973 requires Affirmative Action on behalf of disabled veterans and veterans of the Vietnam Era by contractors having Federal contracts.

The Lexington-Fayette Urban County Government practices Equal Opportunity in recruiting, hiring and promoting. In following this commitment to Equal Employment Opportunity and because the Government is the benefactor of the Federal funds, it is both against the Urban County Government policy and illegal for the Government to let contracts to companies which practice discrimination in their employment practices. Violation of the above mentioned ordinances may cause a contract to be canceled and the contractors may be declared ineligible for future consideration.

Please sign this statement in the appropriate space acknowledging that you have read and understand the provisions contained herein. Return this document as part of your application packet.



Signature

Martin's Sanitation Service, Inc
Name of Business

GENERAL PROVISIONS OF BID CONTRACT

By signing the below, bidder acknowledges that it understands and agrees with the following provisions related to its bid response and the provision of any goods or services to LFUCG upon selection by LFUCG pursuant to the bid request:

1. Bidder shall comply with all Federal, State & Local regulations concerning this type of service or good. All applicable state laws, ordinances and resolutions (including but not limited to Section 2-33 (Discrimination due to sexual orientation or gender identity) and Chapter 13 (Licenses and Regulations) of the Lexington-Fayette Urban County Government Code of Ordinances, and the regulations of all authorities having jurisdiction over the project shall apply to the contract, and shall be deemed to be incorporated herein by reference.
2. Failure to submit ALL forms and information required by LFUCG may be grounds for disqualification.
3. Addenda: All addenda and IonWave Q&A, if any, must be considered by the bidder in making its response, and such addenda shall be made a part of the requirements of the bid contract. Before submitting a bid response, it is incumbent upon bidder to be informed as to whether any addenda have been issued, and the failure of the bidder to cover any such addenda may result in disqualification of that response.
4. Bid Reservations: LFUCG reserves the right to reject any or all bid responses, to award in whole or part, and to waive minor immaterial defects in proposals. LFUCG may consider any alternative proposal that meets its basic needs.
5. Liability: LFUCG is not responsible for any cost incurred by bidder in the preparation of its response.
6. Changes/Alterations: Bidder may change or withdraw a proposal at any time prior to the opening; however, no oral modifications will be allowed. Only letters, or other formal written requests for modifications or corrections of a previously submitted proposal which is addressed in the same manner as the bid response, and received by LFUCG prior to the scheduled closing time for receipt of bids, will be accepted. The bid response when opened, will then be corrected in accordance with such written request(s), provided that the written request is contained in a sealed envelope which is plainly marked "modifications of bid response".
7. Clarification of Submittal: LFUCG reserves the right to obtain clarification of any point in a bid or to obtain additional information from any bidder.
8. Bribery Clause: By his/her signature on its response, bidder certifies that no employee of his/hers, any affiliate or subcontractor, has bribed or attempted to bribe an officer or employee of the LFUCG.
9. Additional Information: While not necessary, the bidder may include any product brochures, software documentation, sample reports, or other documentation that may assist LFUCG in better understanding and evaluating the bid response. Additional documentation shall not serve as a substitute for other documentation which is required by the LFUCG to be submitted with the bid response.
10. Ambiguity, Conflict or other Errors: If a bidder discovers any ambiguity, conflict, discrepancy, omission or other error in the bid request of LFUCG, it shall immediately notify LFUCG of such error in writing and request modification or clarification of the document if allowable by the LFUCG.
11. Agreement to Bid Terms: In submitting its bid response, the bidder agrees that it has carefully examined the specifications and all provisions relating to LFUCG's bid request, including but not limited to the bid contract. By submission of its bid response, bidder states that it understands the meaning, intent and requirements of LFUCG's bid request and agrees to the same. The successful bidder shall warrant that it is familiar with and understands all provisions herein and shall warrant that it can comply with them. No additional compensation to bidder shall be authorized for services, expenses, or goods reasonably covered under these provisions that the bidder omits from its bid response.
12. Cancellation: LFUCG may unilaterally terminate the bid contract with the selected bidder(s) at any time, with or without cause, by providing at least thirty (30) days advance written notice unless a different advance written notice period is negotiated prior to contract approval. Payment for services or goods received prior to termination shall be

made by the LFUCG provided these goods or services were provided in a manner acceptable to the LFUCG. Payment for those goods and services shall not be unreasonably withheld.

13. Assignment of Contract: The selected bidder(s) shall not assign or subcontract any portion of the bid contract with LFUCG without the express written consent of LFUCG. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that LFUCG shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of LFUCG.
14. No Waiver: No failure or delay by LFUCG in exercising any right, remedy, power or privilege hereunder, nor any single or partial exercise thereof, nor the exercise of any other right, remedy, power or privilege shall operate as a waiver hereof or thereof. No failure or delay by LFUCG in exercising any right, remedy, power or privilege under or in respect of this bid proposal or bid contract shall affect the rights, remedies, powers or privileges of LFUCG hereunder or shall operate as a waiver thereof.
15. Authority to do Business: Each bidder must be authorized to do business under the laws of the Commonwealth of Kentucky and must be in good standing and have full legal capacity to provide the goods or services specified in the bid proposal. Each bidder must have all necessary right and lawful authority to submit the bid response and enter into the bid contract for the full term hereof including any necessary corporate or other action authorizing the bidder to submit the bid response and enter into this bid contract. If requested, the bidder will provide LFUCG with a copy of a corporate resolution authorizing this action and/or a letter from an attorney confirming that the proposer is authorized to do business in the Commonwealth of Kentucky. All bid responses must be signed by a duly authorized officer, agent or employee of the bidder.
16. Governing Law: This bid request and bid contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. In the event of any proceedings regarding this matter, the bidder agrees that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division and that the bidder expressly consents to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to these matters or any rights or obligations arising thereunder.
17. Ability to Meet Obligations: Bidder affirmatively states that there are no actions, suits or proceedings of any kind pending against bidder or, to the knowledge of the bidder, threatened against the bidder before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of bidder to perform its obligations under this bid response or bid contract, or which question the legality, validity or enforceability hereof or thereof.
18. Price Discrepancy: When applicable, in case of price discrepancy, unit bid price written in words will prevail followed by unit price written in numbers then total amount bid per line item.
19. Bidder understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for any purpose whatsoever. Bidder is an independent contractor at all times related to the bid response or bid contract.
20. Contractor [or Vendor or Vendor's Employees] will not appropriate or make use of the Lexington-Fayette Urban County Government (LFUCG) name or any of its trade or service marks or property (including but not limited to any logo or seal), in any promotion, endorsement, advertisement, testimonial or similar use without the prior written consent of the government. If such consent is granted LFUCG reserves the unilateral right, in its sole discretion, to immediately terminate and revoke such use for any reason whatsoever. Contractor agrees that it shall cease and desist from any unauthorized use immediately upon being notified by LFUCG.
21. If any term or provision of this bid contract shall be found to be illegal or unenforceable, the remainder of the contract shall remain in full force and such term or provision shall be deemed stricken.



Signature

1/19/2026

Date



LEXINGTON

MINORITY BUSINESS ENTERPRISE PROGRAM

Sherita Miller, MPA, CPSD
Minority Business Enterprise Liaison
Division of Procurement
Lexington-Fayette Urban County Government
200 East Main Street
Lexington, KY 40507
smiller@lexingtonky.gov
859-258-3323

OUR MISSION: The mission of the Minority Business Enterprise Program (MBEP) is to facilitate the full participation of minority and women owned businesses in the procurement process and to promote economic inclusion as a business imperative essential to the long- term economic viability of Lexington-Fayette Urban County Government.

To that end the urban county council adopted and implemented Resolution 272-2024 – a Certified Minority and Women Business Enterprise seventeen percent (17%) minimum goal including minimum subgoals of five percent (5%) for Minority Business Enterprises (MBE) and a subgoal of twelve percent (12%) for Women Business Enterprises (WBE); a three (3%) minimum goal for Certified Veteran-Owned Small Businesses and/or Certified Service- Disabled Veteran Owned Businesses; and a goal of utilizing Disadvantaged Business Enterprises (DBE), where applicable, for government contracts.

The resolution states the following definitions shall be used for the purposes of reaching these goals:

Certified Disadvantaged Business Enterprise (DBE) – a business in which at least fifty-one percent (51%) is owned, managed and controlled by a person(s) who is socially and economically disadvantaged as define by 49 CFR subpart 26.

Certified Minority Business Enterprise (MBE) – a business in which at least fifty-one percent (51%) is owned, managed and controlled by an ethnic minority (i.e. Black American, Asian American, Hispanic American, Native American)

Certified Women Business Enterprise (WBE) – a business in which at least fifty-one percent (51%) is owned, managed and controlled by a woman.

Certified Veteran-Owned Small Business (VOSB) – a business in which at least fifty-one percent (51%) is owned, managed and controlled by a veteran who served on active duty with the U.S. Army, Air Force, Navy, Marines or Coast Guard.

Certified Service -Disabled Veteran Owned Small Business (SDVOSB) – a business in which at least fifty-one percent (51%) is owned, managed and controlled by a disabled veteran who served on active duty with the U.S. Army, Air Force, Navy, Marines or Coast Guard.

The term “Certified” shall mean the business is appropriately certified, licensed, verified, or validated by an organization or entity recognized by the Division of Procurement as having the appropriate credentials to make a

determination as to the status of the business.

The following certifications are recognized and accepted by the MBEP:

Kentucky Transportation Cabinet (KYTC), Disadvantaged Business Enterprise (DBE)
Kentucky Minority and Women Business Enterprise (MWBE)
Women's Business Enterprise National Council (WBENC)
National Women Business Owners Corporation (NWBOC)
National Minority Supplier Development Council (NMSDC)
Tri-State Minority Supplier Development Council (TSMSSDC)
U.S. Small Business Administration Veteran Small Business Certification (VetCert)
Kentucky Service- Disabled Veteran Owned Small Business (SDVOSB)

To comply with Resolution 272-2024, prime contractors, minority and women business enterprises, veteran owned small businesses, and service-disabled veteran owned small businesses must complete monthly contract compliance audits in the Diverse Business Management Compliance system, <https://lexingtonky.diversitycompliance.com/>

A list of organizations that certify and/or maintain lists of certified businesses (i.e. DBE, MBE, WBE, VOSB and/or SDVOSB) is available upon request by emailing, Sherita Miller, smiller@lexingtonky.gov.



LEXINGTON

LFUCG MWDBE PARTICIPATION FORM

Bid/RFP/Quote Reference # 4 - 2026

The MWDBE and/or veteran subcontractors listed have agreed to participate on this Bid/RFP/Quote. If any substitution is made or the total value of the work is changed prior to or after the job is in progress, it is understood that those substitutions must be submitted to the Division of Procurement for approval immediately. **Failure to submit a completed form may cause rejection of the bid.**

MWBE Company, Name, Address, Phone, Email	DBE/MBE WBE/VOSB/SDVOSB	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1. N/A	N/A	N/A	N/A	N/A
2.				
3.				
4.				

The undersigned company representative submits the above list of MWDBE and veteran firms to be used in accomplishing the work contained in this Bid/RFP/Quote. Any misrepresentation may result in the termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and false claims.

Martin's Sanitation Service, Inc
Company

1/19/2026
Date

Company Representative

President
Title



LEXINGTON

LFUCG MWDBE SUBSTITUTION FORM

Bid/RFP/Quote Reference # 4-2026

The substituted MWDBE and/or veteran subcontractors listed below have agreed to participate on this Bid/RFP/Quote. These substitutions were made prior to or after the job was in progress. These substitutions were made for reasons stated below and are now being submitted to the Division of Procurement for approval. By the authorized signature of a representative of our company, we understand that this information will be entered into our file for this project. **Note: Form required if a subcontractor is being substituted on a contract.**

SUBSTITUTED DBE/MBE/WBE/VOSB Company Name, Address, Phone, Email	DBE/MBE/WBE/VOSB/SDVOSB Formally Contracted/ Name, Address, Phone, Email	Work to Be Performed	Reason for the Substitution	Total Dollar Value of the Work	% Value of Total Contract
1. N/A	N/A	N/A	N/A	N/A	N/A
2.					
3.					
4.					

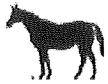
The undersigned acknowledges that any misrepresentation may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and false claims.

Martin's Sanitation Service, Inc
Company


Company Representative

1/19/2026
Date

President
Title



DOCUMENTATION REQUIRED FOR GOOD FAITH EFFORTS AND OUTREACH PLANS

As affirmed in Resolution Number 272-2024, the Urban County Council has adopted an annual aspirational goal of utilizing at least seventeen percent (17%) of public funds spend from certain discretionary agreements with certified Minority Business Enterprises (MBEs) and certified Woman Business Enterprises (WBEs); utilizing at least three percent (3%) of public funds from certain discretionary agreements with Certified Veteran-Owned Small Business and Certified Service-Disabled Veteran-Owned Small Businesses (VOSBs); and utilizing Disadvantaged Business Enterprises (DBEs) where applicable. Bidders should make every effort to achieve these goals.

Therefore, as an element of the responsiveness of the bid, all Bidders are required to submit documentation of their good faith and outreach efforts to ensure all businesses, including small and disadvantaged businesses such as minority-, woman-, and veteran-owned businesses, have an equal opportunity to compete for and participate in the performance of any subcontracts resulting from this procurement. Examples of good faith and outreach efforts that satisfy this requirement to encourage the participation of, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs include:

1. Advertised opportunities to participate in the contract in at least two (2) publications of general circulation media; trade and professional association publications; small and minority business or trade publications; and publications or trades targeting minority, women, and disadvantaged businesses not less than fifteen (15) days prior to the deadline for submission of bids to allow, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs to participate.
2. Attended LFUCG Procurement Economic Inclusion Outreach event(s) within the past year to meet new small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs to partner with on LFUCG contracts and procurements.
3. Attended pre-bid/pre-proposal meetings that were scheduled by LFUCG to inform small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs of subcontracting opportunities.
4. Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs.
5. Requested a list of certified small, DBE, MBE, WBE, VOSB and/or SDVOSB subcontractors or suppliers from LFUCG and showed evidence of contacting the companies on the list(s).
6. Contacted organizations that work with small, DBE, MBE, WBE, and VOSB companies for assistance in finding certified DBEs, MBEs, WBEs, VOSB and/or SDVOSBs to work on this project. Those contacted and their responses must be a part of the bidder's outreach efforts documentation.
7. Sent written notices, by certified mail, email, or facsimile, to qualified, certified small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs soliciting their participation in the contract not less than seven (7) days prior to the deadline for submission of bids to allow them to participate effectively.
8. Followed up initial solicitations by contacting small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs via tailored communications to determine their level of interest.

9. Provided the interested small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs with adequate and timely information about the plans, specifications, and requirements of the contract.
10. Selected portions of the work to be performed by small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs in order to increase the likelihood of subcontracting participation. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate small, DBE, MBE, WBE, VOSB and/or SDVOSB participation, even when the prime contractor may otherwise perform these work items with its own workforce.
11. Negotiated in good faith with interested small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs, not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection must be so noted in writing with a description as to why an agreement could not be reached.
12. Included documentation of quotations received from interested small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs that were not used due to uncompetitive pricing or were rejected as unacceptable and/or copies of responses from firms indicating that they would not be submitting a bid.
 - a. Bidder has to submit sound reasons why the quotations were considered unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a small business', DBE's MBE's, WBE's, VOSB's and/or SDVOSB's quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy the participation goals.
13. Made an effort to offer assistance to or refer interested small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal.
14. Made efforts to expand the search for small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs beyond the usual geographic boundaries.
15. Other – any other evidence that the bidder submits that may demonstrate that the bidder has made reasonable efforts to include small, DBE, MBE, WBE, VOSB and/or SDVOSB participation.

Bidder must document, with specificity, each of the efforts it made to include small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs as subcontractors in the procurement, including the date on which each effort was made, the medium through which each effort was made, and the outcome of each effort.

Note: Failure to submit the documentation requested in this section may be cause for rejection of bid. Bidders may include any other documentation deemed relevant to this requirement which is subject to review by the MBE Liaison. Documentation of Good Faith and Outreach Efforts must be submitted with the Bid, regardless of the proposed level of small, DBE, MBE, WBE, VOSB and/or SDVOSB participation in the procurement. If the Good Faith and Outreach Effort documentation is not submitted with the bid response, the bid may be rejected.

OUTREACH EFFORTS EVALUATION

Outreach efforts demonstrated by the bidder or respondent will be evaluated on a pass/fail basis.

ATTACHMENT A – SMALL AND DISADVANTAGED, MINORITY-, WOMEN-, AND VETERAN-OWNED BUSINESS OUTREACH PLAN

Proposer Name:	_____	Date:	_____
Project Name:	_____	Project Number:	_____
Contact Name:	N/A	Telephone:	N/A
Email:	_____		_____

The mission of the Minority Business Enterprise Program is to facilitate the full participation of disadvantaged businesses, minority-, women-, veteran-, and service-disabled veteran-owned businesses in the procurement process and to promote economic inclusion as a business imperative essential to the long-term economic viability of Lexington-Fayette Urban County Government.

To that end, small and disadvantaged businesses, including minority-, woman-, veteran-, and service-disabled veteran-owned businesses, must have an equal opportunity to be utilized in the performance of contracts with public funds spent from certain discretionary agreements. By submitting its offer, Bidder/Proposer certifies that it has taken, and if there are further opportunities will take, reasonable steps to ensure that small and disadvantaged businesses, including minority-, woman-, veteran-, and service-disabled veteran-owned businesses, are provided an equal opportunity to compete for and participate in the performance of any subcontracts resulting from this procurement.

The information submitted in response to this clause will not be considered in any scored evaluation. Failure to submit this form may cause the bid or proposal to be rejected.

Is the Bidder/ Proposer a certified firm? Yes No

If yes, indicate all certification type(s):

DBE MBE WBE SBE VOSB/SDVOSB

and supply a copy of the certificate and/or certification letter if not currently listed on the city's Minority Business Enterprise Program's (MBEP) certified list.

1. Include a list of firms that Bidder/ Proposer has had a contractual relationship with within the last two years that are minority-owned, woman-owned, veteran-owned or small businesses, regardless of their certification status.

(Click or tap here to enter text.)

2. Does Bidder/Proposer foresee any subcontracting opportunities for this procurement?

Yes No

If no, please explain why in the field below. Do not complete the rest of this form and submit this first page with your bid and/or proposal. (Click or tap here to enter text.)

If yes, please complete the following pages and submit all pages with your bid and/or proposal.

Describe the steps Bidder/Proposer took to solicit small and disadvantaged businesses, including MBEs, WBEs, VOSBs, and SDVOSBs, for subcontracting opportunities for this procurement.

3. Check the good faith and outreach efforts the Bidder/Proposer used to encourage the participation of small and disadvantaged businesses including, MBEs, WBEs, VOSBs and SDVOSBs:

- Bidder placed advertisements in search of prospective small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs for the solicitation.
- Bidder attended LFUCG Procurement Economic Inclusion Outreach event(s) within the past year.
- Bidder attended pre-bid and/or pre-proposal meetings for this solicitation.
- Bidder sponsored an Economic Inclusion Outreach event.
- Bidder requested a list of certified small, DBE, MBE, WBE, VOSB and/or SDVOSB subcontractors or suppliers from LFUCG.
- Bidder contacted organizations that work with small, DBE, MBE, WBE, VOSB and/or SDVOSB companies.
- Bidder sent written notices to certified small, DBE, MBE, WBE, VOSB and SDVOSB businesses.
- Bidder followed up to initial solicitations with interested small, DBE, MBE, WBE, VOSB and/or SDVOSB.
- Bidder provided small, DBE, MBE, WBE, VOSB and/or SDVOSB businesses interested in performing the solicited work with prompt access to the plans, specifications, scope of work, and requirements of the solicitation.

- Bidder made efforts to segment portions of the work to be performed by small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs, including dividing sub-bid/partnership opportunities into economically feasible units/parcels, to facilitate participation.
- Bidder negotiated in good faith with interested small, DBE, MBE, WBE, VOSB and/or SDVOSB businesses.
- Bidder provided adequate rationale for rejecting any small business', DBEs, MBEs, WBEs, VOSBs or SDVOSBs for lack of qualifications.
- Bidder offered assistance in obtaining bonding, insurance, financial, equipment, or other resources to small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs, in an effort to assist them in meeting project requirements.
- Bidder made efforts to expand the search for small businesses, DBEs MBEs, WBEs, VOSBs and/or SDVOSBs beyond the usual geographic boundaries.
- Bidder made other reasonable efforts to include small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs participation.

4. Bidder/Proposer must include documentation, including the date each effort was made, the medium through which each effort was made, and the outcome of each effort with this form, regardless of the level of small, DBE, MBE, WBE, VOSB and/or SDVOSB participation. Examples of required documentation include copies of email communications, copies of newspaper advertisements, or copies of quotations received from interested small businesses, DBEs, MBEs, WBEs, VOSBs or SDVOSBs.

For detailed information regarding outreach efforts that satisfy the MBE Program's requirements, please see "Documentation Required for Good Faith Efforts and Outreach Plans" page.

Note: The Bidder/Proposer must be willing to report the identity of each subcontractor and the value of each subcontract to MBEP if awarded a contract from this procurement.

Failure to submit the documentation requested may be cause for rejection of the bid. Bidders may include any other documentation deemed relevant to this requirement, which is subject to review by the MBE Liaison. Documentation of Good Faith and Outreach Efforts must be submitted with the bid, regardless of the proposed level of SBEs, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs participation in the procurement. If the Good

Faith and Outreach Effort Form and associated documentation is not submitted with the bid response, the bid may be rejected.

The undersigned acknowledges that all information is accurate. Any misrepresentations may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and claims.

Martin's Sanitation Service, Inc
Company

1/19/2026
Date



Company Representative

President
Title

**RISK MANAGEMENT PROVISIONS
INSURANCE AND INDEMNIFICATION**

INDEMNIFICATION AND HOLD HARMLESS PROVISION

- (1) It is understood and agreed by the parties that Contractor hereby assumes the entire responsibility and liability for any and all damages to persons or property caused by or resulting from or arising out of any act or omission on the part of Contractor or its employees, agents, servants, owners, principals, licensees, assigns or subcontractors of any tier (hereinafter "CONTRACTOR") under or in connection with this agreement and/or the provision of goods or services and the performance or failure to perform any work required thereby.
- (2) CONTRACTOR shall indemnify, save, hold harmless and defend the Lexington-Fayette Urban County Government and its elected and appointed officials, employees, agents, volunteers, and successors in interest (hereinafter "LFUCG") from and against all liability, damages, and losses, including but not limited to, demands, claims, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees that are in any way incidental to or connected with, or that arise or are alleged to have arisen, directly or indirectly, from or by CONTRACTOR's performance or breach of the agreement and/or the provision of goods or services provided that: (a) it is attributable to personal injury, bodily injury, sickness, or death, or to injury to or destruction of property (including the loss of use resulting therefrom), or to or from the negligent acts, errors or omissions or willful misconduct of the CONTRACTOR; and (b) not caused solely by the active negligence or willful misconduct of LFUCG.
- (3) Notwithstanding, the foregoing, with respect to any professional services performed by CONTRACTOR hereunder (and to the fullest extent permitted by law), CONTRACTOR shall indemnify, save, hold harmless and defend LFUCG from and against any and all liability, damages and losses, including but not limited to, demands, claims, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees, for any damage due to death or injury to any person or injury to any property (including the loss of use resulting therefrom) to the extent arising out of, pertaining to or relating to the negligence, recklessness or willful misconduct of CONTRACTOR in the performance of this agreement.
- (4) In the event LFUCG is alleged to be liable based upon the above, CONTRACTOR shall defend such allegations and shall bear all costs, fees and expenses of such defense, including but not limited to, all reasonable attorneys' fees and expenses, court costs, and expert witness fees and expenses, using attorneys approved in writing by LFUCG, which approval shall not be unreasonably withheld.
- (5) These provisions shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this agreement.
- (6) LFUCG is a political subdivision of the Commonwealth of Kentucky. CONTRACTOR acknowledges and agrees that LFUCG is unable to provide indemnity or otherwise save, hold harmless, or defend the CONTRACTOR in any manner.

FINANCIAL RESPONSIBILITY

CONTRACTOR understands and agrees that it shall, prior to final acceptance of its proposal and the commencement of any work or services, demonstrate the ability to assure compliance with the above Indemnity provisions and these other risk management provisions.

INSURANCE REQUIREMENTS

YOUR ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS BELOW, AND YOU MAY NEED TO CONFER WITH YOUR INSURANCE AGENTS, BROKERS, OR CARRIERS TO DETERMINE IN ADVANCE OF SUBMISSION OF A RESPONSE THE AVAILABILITY OF THE INSURANCE COVERAGES AND ENDORSEMENTS REQUIRED HEREIN. IF YOU FAIL TO COMPLY WITH THE INSURANCE REQUIREMENTS BELOW, YOU MAY BE DISQUALIFIED FROM AWARD OF THE CONTRACT.

Required Insurance Coverage

CONTRACTOR shall procure and maintain for the duration of this contract the following or equivalent insurance policies at no less than the limits shown below and cause its subcontractors to maintain similar insurance with limits acceptable to LFUCG in order to protect LFUCG against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work or services hereunder by CONTRACTOR. The cost of such insurance shall be included in any bid:

<u>Coverage</u>	<u>Limits</u>
General Liability (Insurance Services Office Form CG 00 01)	\$1 million per occurrence, \$2 million aggregate or \$2 million combined single limit
Commercial Automobile Liability (Insurance Services Office Form CA 0001)	\$1 million per occurrence
Worker's Compensation	Statutory
Employer's Liability	\$100,000.00
Excess/Umbrella Liability	\$1 million per occurrence

The policies above shall contain the following conditions:

- a. All Certificates of Insurance forms used by the insurance carrier shall be properly filed and approved by the Department of Insurance for the Commonwealth of Kentucky. LFUCG shall be named as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy using the Kentucky DOI approved forms.
- b. The General Liability Policy shall be primary to any insurance or self-insurance retained by LFUCG.
- c. LFUCG shall be provided at least 30 days advance written notice via certified mail, return receipt requested, in the event any of the required policies are canceled or non-renewed.
- d. Said coverage shall be written by insurers acceptable to LFUCG and shall be in a form acceptable to LFUCG. Insurance placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide shall be deemed automatically acceptable.

Renewals

After insurance has been approved by LFUCG, evidence of renewal of an expiring policy must be submitted to LFUCG, and may be submitted on a manually signed renewal endorsement form. If the policy or carrier has changed, however, new evidence of coverage must be submitted in accordance with these Insurance Requirements.

Deductibles and Self-Insured Programs

IF YOU INTEND TO SUBMIT A SELF-INSURANCE PLAN IT MUST BE FORWARDED TO LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, DIVISION OF RISK MANAGEMENT, 200 EAST MAIN STREET, LEXINGTON, KENTUCKY 40507 NO LATER THAN A MINIMUM OF FIVE (5) WORKING DAYS PRIOR TO THE RESPONSE DATE.

Self-insurance programs, deductibles, and self-insured retentions in insurance policies are subject to separate approval by Lexington-Fayette Urban County Government's Division of Risk Management, upon review of evidence of CONTRACTOR's financial capacity to respond to claims. Any such programs or retentions must provide LFUCG with at least the same protection from liability and defense of suits as would be afforded by first-dollar insurance coverage. If CONTRACTOR satisfies any portion of the insurance requirements through deductibles, self-insurance programs, or self-insured retentions, CONTRACTOR agrees to provide Lexington-Fayette Urban County Government, Division of Risk Management, the following data prior to the final acceptance of bid and the commencement of any work:

- a. Latest audited financial statement, including auditor's notes.
- b. Any records of any self-insured trust fund plan or policy and related accounting statements.
- c. Actuarial funding reports or retained losses.
- d. Risk Management Manual or a description of the self-insurance and risk management program.
- e. A claim loss run summary for the previous five (5) years.
- f. Self-Insured Associations will be considered.

Safety and Loss Control

CONTRACTOR shall comply with all applicable federal, state, and local safety standards related to the performance of its works or services under this Agreement and take necessary action to protect the life, health and safety and property of all of its personnel on the job site, the public, and LFUCG.

Verification of Coverage

CONTRACTOR agrees to furnish LFUCG with all applicable Certificates of Insurance signed by a person authorized by the insurer to bind coverage on its behalf prior to final award, and if requested, shall provide LFUCG copies of all insurance policies, including all endorsements.

Right to Review, Audit and Inspect

CONTRACTOR understands and agrees that LFUCG may review, audit and inspect any and all of its records and operations to insure compliance with these Insurance Requirements.

DEFAULT

CONTRACTOR understands and agrees that the failure to comply with any of these insurance, safety, or loss control provisions shall constitute default and that LFUCG may elect at its option any single remedy or penalty or any combination of remedies and penalties, as available, including but not limited to purchasing insurance and charging CONTRACTOR for any such insurance premiums purchased, or suspending or terminating the work.

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SPECIFICATIONS FOR RENTAL AND SERVICE OF PORTABLE RESTROOM UNITS

1.0 SCOPE AND CLASSIFICATION

These specifications describe requirements of the Lexington-Fayette Urban County Government (LFUCG), Division of Parks and Recreation for the rental, installation, and service of portable restroom units to be provided by the vendor that is awarded the price contract for said equipment rentals and service.

1.1 This contract may be used by other divisions of the LFUCG.

1.2 The LFUCG reserves the right to decrease or increase the total number of portable restroom units that may be required during the contract period.

2.0 PUBLICATIONS

No publications are applicable to these specifications.

3.0 DEFINITIONS

3.1 LFUCG – The Lexington-Fayette Urban County Government and its representatives.

3.2 Contract Vendor – The company or individual that is awarded the price contract for listed equipment rentals and services.

3.3 Portable Restroom Unit – Portable enclosure that contains toilet fixtures, hand sanitizer, and storage tank that is designed for use as a mobile restroom facility.

3.4 Regular Portable Restroom Unit – Portable restroom unit that does not meet ADA requirements.

3.5 ADA Portable Restroom Unit – Portable restroom unit that meets ADA requirements for access and use.

3.6 Monthly Unit – Portable restroom unit that is rented on a monthly basis. This may be classified as a regular portable restroom unit or an ADA portable restroom unit, dependent upon the requirements for the location or event.

3.7 Special Event Unit (short term) – Portable restroom unit that is rented for periods of less than one month. This may be classified as a regular portable restroom unit or an ADA portable restroom unit, dependent upon the requirements for the location or event.

3.8 Weekly Unit – Portable restroom unit this is rented on a weekly basis. This may be classified as a regular portable restroom unit or an ADA portable restroom unit, dependent upon the requirements for the location.

- 3.9 Portable Handwashing Station** – Portable handwashing station that is self-contained and provides clean water from a sanitized storage area with hand washing soap and holds the gray water resulting from cleaning of hands. Unit is to have a manual pump that is foot operated with a minimum clean water tank of 60 gallons and a minimum of two station unit.

4.0 PROVISION REQUIREMENTS OF LFUCG

- 4.1 Monthly Units** – The LFUCG shall require approximately from thirty-six (36) to fifty-four (54) portable restroom units for long-term use at parks and various other locations within Lexington-Fayette Urban County.

4.1.1 Approximately thirty-six (36) of these portable restroom units may remain in place at their assigned location for the entire year. An approximate minimum of twelve (12) and as many of sixteen (16) of these units may be required as ADA units.

4.1.2 Approximately twelve (12) to sixteen (16) of these portable restroom units may remain in place at their assigned location for a period of six months from April 1 through September 30 of each year and be moved to a different location from October 1 through March 31 to satisfy the winter season need of portable restroom needs for the entire calendar year.

4.1.3 One regular unit and one ADA unit is to be placed in stockade that services 5/3 pavilion at Tandy Park. These units may be decommissioned for use over the winter season requiring no service. These units shall not be billed during the decommissioned period. Typically, this period is three months, but subject to change.

- 4.2 Special Event Units** - The LFUCG shall require additional portable restroom units for short-term placement for use at various unspecified special event locations throughout the year.

4.2.1 Portable restroom placement requirements for special events may range from periods ranging from one (1) day to twenty-one (21) days, including weekends and holidays.

4.2.2 The quantity of such short-term requirements for special events could range from one (1) portable restroom unit to thirty-six (36) portable restroom units.

- 4.3 Portable Handwashing Stations** -shall require self-contained, foot pump operated two station handwashing stations for various special events that may range from one to three days.

4.3.1 The quantity of units may range from one to four units per special event. Please note multiple special events may be occurring at the same time.

5.0 PROVISION REQUIREMENTS OF CONTRACT VENDOR

- 5.1 Monthly Units** – The contract vendor shall provide from thirty-six (36) to fifty-four (54) portable restroom units for long term use at parks and various other locations within Lexington-Fayette County as requested and specified by the LFUCG.

5.1.1 The contract vendor shall ensure that approximately thirty-six (36) of these portable restroom units remain in place at their assigned/designated location for the entire year as requested by the LFUCG. The contract vendor shall ensure that a minimum of twelve (12) to fourteen (14) of these portable restroom units shall be provided as ADA accessible portable restroom units if requested by the LFUCG.

5.1.2 The contract vendor shall insure that approximately twelve (12) to fourteen (14) of these portable restroom units remain in place at their assigned/designated locations as required and specified by the LFUCG for use for a period of six months from April 1 through September 30 of each year and that the portable restroom units be moved to a different location for use from October 1 through March 31 as required and specified by the LFUCG to satisfy the winter season need of portable restroom.

5.2 Special Event Units - The contract vendor shall provide additional portable restroom units for short-term placement for use at various unspecified special event locations throughout the year as requested and specified by the LFUCG.

5.2.1 The contract vendor shall provide from one (1) portable restroom unit to thirty-six (36) portable restroom units for special events as required and specified by the LFUCG. The contract vendor shall ensure that a minimum of one (1) and as many of twelve (12) of these portable restroom units may be provided as ADA accessible portable restroom units if requested by LFUCG.

5.2.2 The contract vendor shall ensure that portable restroom unit placement requirements for special events are provided for periods of time that may range from one (1) day to twenty-one (21) days, including weekends and holidays as requested and specified by the LFUCG.

5.2.3 Servicing special events porta pots may require cleaning only prior to setting of the unit/s or daily cleaning throughout the event as requested by LFUCG

6.0 DELIVERY REQUIREMENTS OF LFUCG

6.1 Delivery Requests – LFUCG shall provide the contract vendor with notice of delivery of portable toilets as specified below.

6.1.1 For the delivery of multiple portable toilet units rented on a monthly basis LFUCG shall provide the contract vendor notice at a minimum of three business days for the delivery and placement of portable restrooms.

6.1.2 For the delivery of a single portable toilet unit the LFUCG may provide the contractor with four hours' notice prior to delivery.

6.1.3 Requests for delivery of portable restroom units may be submitted by the LFUCG to the contractor by telephone, text, FAX or email.

6.1.4 All requests for portable toilet units that are submitted by telephone by LFUCG will be confirmed by FAX or email.

6.1.5 LFUCG shall provide the contract vendor with a specific location to place all portable restroom units at the time of the delivery request.

- 6.1.6 LFUCG shall provide the contract vendor with a scheduled pick-up date for any/all portable restroom units. Pick-up dates may be provided at time of delivery or at a later date.
- 6.1.7 LFUCG may require the contract vendor to remove a portable restroom unit from a specific location with less than an 8-hour advance notice.

7.0 DELIVERY REQUIREMENTS OF CONTRACT VENDOR

7.1 Delivery Requirements – The contract vendor shall deliver the required number of portable restroom units as required by location, specification and time and date required as provided by the LFUCG per section 6.0 above.

- 7.1.1 The contract vendor shall complete the delivery of one portable restroom unit of the specified type (regular or ADA) to the specified location by the required date and time per section 6.1.2
- 7.1.2 The contract vendor shall complete the delivery of multiple portable toilet units of the specified type (regular or ADA) to the specified location by the required delivery date and time per section 6.1.1
- 7.1.3 The contract vendor shall confirm all requests for the delivery of portable restroom units that may be submitted by LFUCG by email or FAX as soon as possible, but not to exceed one business day.
- 7.1.4 The contract vendor shall not wait for written confirmation of a request delivery that has been duly submitted by the LFUCG by telephone before completing the delivery by the requested date and time.
- 7.1.5 The contract vendor shall deliver and place all portable restroom units in the specified location as described. If contract vendor fails to place the portable restroom unit in the correct location, the contract vendor must re-locate the portable restroom unit to the correct location within 24 hours at no cost to the LFUCG.
- 7.1.6 The contract vendor shall remove any/all portable restroom unit(s) on the specified date(s) that is/was provided by the LFUCG.
 - 7.1.6(A) The removal of portable restroom unit/s following the close of a special event may be required on the weekend or on a holiday.
 - 7.1.6(B) The failure of the contract vendor to remove the portable restroom unit on the date requested may result in liquidated damages.

8.0 SERVICE REQUIREMENTS

8.1 Portable Restroom Unit Service – The contract vendor shall provide the service as specified below for each provided portable restroom unit required on the scheduled service date(s).

- 8.1.1 The contract vendor shall provide a service record sticker or other approved means of recording services provided on the interior of all portable restroom units that are rented to the LFUCG regardless of the length of time for the rental or the type of

unit provided. Each service of the portable restrooms must be recorded on the service record sticker. Failure to record the service will constitute no service and a credit equal to the weekly unit rental price will be credited to the invoice for each missed service, not to exceed the monthly unit rental cost.

- 8.1.2 The contract vendor shall complete all of the items listed below on each of the scheduled dates for the service for each portable restroom unit that remains in service.
 - 8.1.2(A) Pump holding tank to remove all liquid, waste and other debris
 - 8.1.2(B) Recharge waste tank with sanitizing solution
 - 8.1.2(C) Scrub/clean interior of unit to include removal of spider webs
 - 8.1.2(D) Remove all trash and litter that may be found inside of unit and dispose of in a waste receptacle or removed from site.
 - 8.1.2(E) Clean/wash/sanitize interior of door
 - 8.1.2(F) Clean/wash/sanitize floor
 - 8.1.2(G) Restock with tissue paper and hand sanitizer
 - 8.1.2(H) Make any minor repairs needed to dispensers and/or door lock
 - 8.1.2(I) Enter date of service and technicians' identification on service label failure to document service on service label will constitute no service provided
 - 8.1.2 (J) Any needles or similar objects found are to be disposed of in an approved container and removed off site.

8.1.3 The contract vendor shall provide the required scheduled cleaning services for all portable restroom units that are rented on a monthly basis as follows.

8.1.3(A) The contract vendor shall provide the scheduled cleaning services on Monday/Thursday OR Tuesday/Friday schedule as requested except for declared official LFUCG holidays. The contract vendor may choose to clean the portable restroom facilities on the official LFUCG holiday OR on the previous day OR the following day of the declared official LFUCG holiday. The porta pots that service 5/3 Pavilion at Tandy Park must be serviced on a Tuesday-Friday schedule.

8.1.3(B) The contract vendor shall provide the required scheduled cleaning services for all portable restroom units that are rented for one week or more at least two (2) times per Monday/Thursday or Tuesday/Friday cleaning schedule as requested by LFUCG.

8.1.4 Portable restroom units that may be rented by the LFUCG for one day will not require scheduled cleaning.

8.1.5 Portable restroom units that may be rented by the LFUCG for two or more days will not require the scheduled cleaning services with the exception of 8.1.5(A) below.

8.1.5(A) The LFUCG may require cleaning services for portable restroom units that are rented for two or more days for various unspecified special events at various unspecified locations. If such special non-scheduled cleaning services are requested by the LFUCG, the

contact vendor must provide the required service and bill the LFUCG as specified in unit price section 12.0.

- 8.1.6 The LFUCG may require daily cleaning services for portable restroom units that may be rented for various unspecified special events at various unspecified locations. If such special un-scheduled cleaning services are requested by the LFUCG, the contract vendor must provide the required service and bill the LFUCG for the required un-scheduled cleaning service.
- 8.1.7 The contract vendor must have cleaning services available on weekends and holidays for all portable restrooms that are rented for special events.
- 8.1.8 The contract vendor shall, upon request from the LFUCG, provide additional cleaning services to any unit at the price established herein.

9.0 MAINTENANCE REQUIREMENTS BY CONTRACTOR

9.1 Portable Restroom Unit Maintenance – The contract vendor shall be responsible for all required maintenance of all portable restroom units that remain in the service of the LFUCG.

9.1.1 The contract vendor shall assume full responsibility for any damage to portable restroom units that may be in the service of the LFUCG to include damage caused by wear and tear, natural or weather-related disaster, theft and or vandalism.

9.1.1(A) The contract vendor shall make any and all needed repairs to all portable restroom units in the service of the LFUCG in a timely manner (within two business days) or replace the unit with a sound unit of similar description/type.

9.1.2 The contract vendor shall be responsible for anchoring all portable restroom units and securing the porta pots in place to prevent overturning by wind and/or vandals. The LFUCG reserves the right to require the contract vendor to anchor their portable restroom units in place while in service for the LFUCG.

9.1.3 The contractor shall respond to any calls of overturned porta-pots within 2 hours of notification and clean up any and all debris inside and outside of the porta pot.

9.2 Portable Restroom Unit Removal – The contract vendor shall remove all portable restroom rental units in accordance with requirements of the LFUCG. This may require the removal of units immediately following a special event, and/or on weekends or holidays.

10.0 TESTING AND INSPECTION

10.1 Testing and Inspection – Representatives of the LFUCG will be monitoring the level of service being provided to portable restroom units to ensure that units are receiving the required scheduled cleaning services and maintenance. Failure to service units as required in this contract will result in no-service and the weekly rental rate deducted from the invoice for each missed service.

11.0 AWARD OF BID

- 11.1** LFUCG shall award a unit price contract for the rental and service for portable restroom units pursuant to this Invitation for Bid that will consider the anticipated monthly units, short-term units, special event units, and extra cleanings.
- 11.2** **Bid award** may include additional contractors should primary contractor fail to provide required porta-pot quantities or level of service.
- 11.3** **Adjusted Pricing for Monthly Rentals** – The unit pricing for monthly units that may not remain in service for the entire month shall be pro-rated by the weekly rental rate.

12.0 UNIT PRICING BY CONTRACT VENDOR

Invoicing Units – A monthly invoice will be sent to 469 Parkway Drive, Lexington Kentucky 40504 attention Park Maintenance. Upon award of bid, an email may be provided to send the monthly invoice to. All portable toilets deployed for the month will be on one invoice and shall include a line for each park/location including address that has the type of unit (ADA or regular); number of units per type; and the pricing per the unit prices below. Any deviation of invoicing will be returned unpaid until compliance with these terms is met.

ALL BID PRICING MUST BE ENTERED IN IONWAVE.

<u>Item Description</u>	<u>Unit of Measure</u>
12.1R & 12.1A Monthly Unit Pricing for Regular and ADA Rental price per unit includes delivery of cleaned serviced unit/s and two service days per week as specified in sections 8.1.3(A) and 8.1.3 (B) and delivery and pick-up of unit.	Each
12.2R & 12.1A Weekly Unit Pricing (Seven Day Rental) for Regular and ADA Rental Price per unit includes delivery of cleaned serviced unit and 2 service days per week as specified in sections 8.1.3(A) and 8.1.3(B) and delivery and pick-up of unit	Each
12.3R & 12.3A Daily Unit Pricing (short term units) for Regular and ADA Rental price includes delivery of cleaned serviced unit and pick-up of unit.	Each
12.4R & 12.4A Cleaning of Special Event Units (short term units) for Regular and ADA Pricing per unit per requested service date(s)	Each
12.5 Portable Handwashing Station Rental price includes delivery of cleaned fully stocked Unit and pick-up of unit.	Each



LEXINGTON

**Division of Revenue
200 East Main Street
Lexington, KY 40507**

Customer ID: 14451800

Location No: 1

Date: February 24, 2026

BUSINESS OCCUPATIONAL LICENSE

Is issued for the period:

2026

(valid until 04/15/2026)

**MARTINS SANITATION SERVICE INC
PO BOX 5343
PARIS KY 40362-5343**

ISSUED
Charlene Pasnik
FEB 24 2026

LFUCG

This license is issued pursuant to Section 13-5 and 13-9, of the Code of Ordinance, Lexington-Fayette Urban County Government (the "Code") and shall not be taken as permission to do business in Fayette County without also having complied with all other requirements of the Code and other local ordinances and regulations. **This license is not transferable, and must be renewed annually with Form 228, Net Profits License Fee Return, due April 15th or the 15th day of the 4th month following the close of the licensee's fiscal year.**