



Lexington-Fayette Urban County Government

Lexington, Kentucky
Horse Capital of the World

Division of Central Purchasing

Date of Issue: January 19, 2016

INVITATION TO BID #8-2016 Portable Restrooms

Bid Opening Date: February 2, 2016

Bid Opening Time: 2:00 PM

Address: 200 East Main Street, 3rd Floor, Room 338, Lexington, Kentucky 40507

Type of Bid: Price Contract

Pre Bid Meeting: N/A

Pre Bid Time: N/A

Address: N/A

Sealed bids will be received in the office of the Division of Central Purchasing, 200 East Main Street, Lexington, Kentucky, until **2:00 PM**, prevailing local time on **02/02/2016**. Bids must be received by the above-mentioned date and time. Mailed bids should be sent to:

**Division of Central Purchasing
200 East Main Street, Room 338
Lexington, KY 40507, (859) 258-3320**

The Lexington-Fayette Urban County Government assumes no responsibility for bids that are not addressed and delivered as indicated above. **Bids that are not delivered to the Division of Central Purchasing by the stated time and date will be rejected.** All bids must be signed and have the company name and address, bid invitation number, and the name of the bid on the outside of the envelope.

Bids are to include all shipping costs to the point of delivery located at: Various Locations, Lexington, KY 405XX

Bid Security Required: ___ Yes No *Cashier Check, Certified Check, Bid Bond (Personal checks and company checks will not be acceptable).*

Performance Bond Required: ___ Yes No

<input checked="" type="checkbox"/> Bid Specifications Met	Check One: ___ Exceptions to Bid Specifications. <i>Exceptions shall be itemized and attached to bid proposal submitted.</i>	Proposed Delivery: ___ 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 ___ No		

Submitted by: MARTIN'S SANITATION SERVICE, INC.

Firm Name

PO BOX 5343

Address

PARIS, KY 40362

City, State & Zip

Bid must be signed:
(original signature)

[Signature] 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@MARTINS-SERVICES.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 Central Purchasing 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 of Martin's Sanitation Service Inc. on this the 29th day of January, 2015: 2016

My Commission expires: 7/15/17

[Signature]
NOTARY PUBLIC, STATE AT LARGE
ID # 493097

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

- 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, creed, national origin, sex or age, and to promote equal employment through a positive, continuing program from itself and each of its sub-contracting agents. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.
- 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 Act further provides:

KRS 45.610. Hiring minorities - Information required

- (1) For the length of the contract, each contractor shall hire minorities from other sources within the drawing area, should the union with which he has collective bargaining agreements be unwilling to supply sufficient minorities to satisfy the agreed upon goals and timetable.*
- (2) Each contractor shall, for the length of the contract, furnish such information as required by KRS 45.560 to KRS 45.640 and by such rules, regulations and orders issued pursuant thereto and will permit access to all books and records pertaining to his employment practices and work sites by the contracting agency and the department for purposes of investigation to ascertain compliance with KRS 45.560 to 45.640 and such rules, regulations and orders issued pursuant thereto.*

KRS 45.620. Action against contractor - Hiring of minority contractor or subcontractor

- (1) If any contractor is found by the department to have engaged in an unlawful practice under this chapter during the course of performing under a contract or subcontract covered under KRS 45.560 to 45.640, the department shall so certify to the contracting agency and such certification shall be binding upon the contracting agency unless it is reversed in the course of judicial review.*
- (2) If the contractor is found to have committed an unlawful practice under KRS 45.560 to 45.640, the contracting agency may cancel or terminate the contract, conditioned upon a program for future compliance approved by the contracting agency and the department. The contracting agency may declare such a contractor ineligible to bid on further contracts with that agency until such time as the contractor complies in full with the requirements of KRS 45.560 to 45.640.*

- (3) *The equal employment provisions of KRS 45.560 to 45.640 may be met in part by a contractor by subcontracting to a minority contractor or subcontractor. For the provisions of KRS 45.560 to 45.640, a minority contractor or subcontractor shall mean a business that is owned and controlled by one or more persons disadvantaged by racial or ethnic circumstances.*

KRS 45.630 Termination of existing employee not required, when

Any provision of KRS 45.560 to 45.640 notwithstanding, no contractor shall be required to terminate an existing employee upon proof that that employee was employed prior to the date of the contract.

KRS 45.640 Minimum skills

Nothing in KRS 45.560 to 45.640 shall require a contractor to hire anyone who fails to demonstrate the minimum skills required to perform a particular job.

It is recommended that all of the provisions above quoted to be included as special conditions in each contract. In the case of a contract exceeding \$250,000, the contractor is required to furnish evidence that his work-force in Kentucky is representative of the available work-force in the area from which he draws employees, or to supply an Affirmative Action plan which will achieve such representation during the life of the contract.

- 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 Central Purchasing 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 Central Purchasing or (2) submitting a written request for a meeting with the Director of Central Purchasing 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 Central Purchasing 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 Central Purchasing 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 Central Purchasing or (2) submitting a written request for a meeting with the Director of Central Purchasing 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 Central Purchasing shall in writing, affirm or withdraw the recommendation.

III. **Procurement Contract Bid Conditions**

- A. The terms of this agreement shall be for 1 year(s) from the date of acceptance of this contract by the Lexington-Fayette Urban County Government. This agreement may be automatically extended for an additional ~~(3)~~1 year(s) renewal. 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 quarter. 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. Procurement Level Contract
- 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 Central Purchasing.

EQUAL OPPORTUNITY AGREEMENT

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.
- Executive Order No. 11246 on Nondiscrimination under Federal contract prohibits employment discrimination by contractor and sub-contractor doing business with the Federal Government or recipients of Federal funds. This order was later amended by Executive Order No. 11375 to prohibit discrimination on the basis of sex.
- 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.
- Section 206(A) of Executive Order 12086, Consolidation of Contract Compliance Functions for Equal Employment Opportunity, states:

The Secretary of Labor may investigate the employment practices of any Government contractor or sub-contractor to determine whether or not the contractual provisions specified in Section 202 of this order have been violated.

The Lexington-Fayette Urban County Government practices Equal Opportunity in recruiting, hiring and promoting. It is the Government's intent to affirmatively provide employment opportunities for those individuals who have previously not been allowed to enter into the mainstream of society. Because of its importance to the local Government, this policy carries the full endorsement of the Mayor, Commissioners, Directors and all supervisory personnel. 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 knowingly or unknowingly 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.

Bidders

I/We agree to comply with the Civil Rights Laws listed above that govern employment rights of minorities, women, veteran status, disability and age.



Signature



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.
2. Failure to submit ALL forms and information required by LFUCG may be grounds for disqualification.
3. Addenda: All addenda, 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. 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.
19. 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



Date

**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) 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.
- (4) These provisions shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this agreement.
- (5) 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

BIDDER/CONTRACTOR understands and agrees that it shall, prior to final acceptance of its bid and the commencement of any work, 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, AAND 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

BIDDER/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 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)	combined single, \$1 million per occurrence
Worker's Compensation	Statutory
Employer's Liability	\$500,000.00

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 (DOI). 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. The General Liability Policy shall include a Products and Completed Operations endorsement or Premises and Operations Liability endorsement unless deemed not to apply by LFUCG.
- d. 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.
- e. 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 BIDDER/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 BIDDER/CONTRACTOR satisfies any portion of the insurance requirements through deductibles, self-insurance programs, or self-insured retentions, BIDDER/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

BIDDER/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

BIDDER/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 BIDDER/CONTRACTOR for any such insurance premiums purchased, or suspending or terminating the work.

00470806

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 if available budget funds should be diminished or increase.

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 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** – 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.
 - 3.7.1 – Special event units may be required for periods of time ranging from one (1) day to twenty-one (21) days.

4.0 PROVISION REQUIREMENTS OF LFUCG

- 4.1 **Monthly Units** – The LFUCG shall require approximately from thirty-six (36) to forty-eight (48) 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 ten (10) and as many of fourteen (14) of these units may be required as ADA units.
 - 4.1.2 Approximately twelve (12) to fourteen (14) 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 long term portable restroom needs for the entire calendar year. An estimated minimum of four (4) and as many of eight (8) of these portable restroom units may be required as ADA units.

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 any one special event could range from one (1) portable restroom unit to sixteen (16) portable restroom units.

4.2.3 The quantity of such short-term requirements for multiple special events occurring simultaneously could range from two (2) portable restroom units to as many as twenty (20) portable restroom units.

5.0 PROVISION REQUIREMENTS OF CONTRACT VENDOR

5.1 Monthly Units – The contract vendor shall provide from thirty-six (36) to forty-eight (48) 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 insure 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 insure that a minimum of ten (10) and as many of 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 long term portable restroom needs for the entire calendar year. The contract vendor shall insure that a minimum of four (4) and as many of eight (8) of these portable restroom units may be provided as ADA accessible portable restroom units if requested by the LFUCG.

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 sixteen (16) portable restroom units for special event as required and specified by the LFUCG. The contract vendor shall insure that a minimum of one (1) and as many of eight (8) of these portable restroom units may be provided as ADA accessible portable restroom units if requested by the LFUCG.

5.2.2 The contract vendor shall provide from two (2) portable restroom units to twenty (20) portable restroom units for short term requirements for multiple special events

that may occur simultaneously as required and specified by the LFUCG. The contract vendor shall insure that a minimum of one (1) and as many of ten (10) of these portable restroom units may be provided as ADA accessible portable restroom units if requested by the LFUCG.

- 5.2.3 The contract vendor shall insure 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.

6.0 DELIVERY REQUIREMENTS OF LFUCG

- 6.1 Delivery Requests** – The LFUCG shall provide the contract vendor with ample notice of delivery to allow the contractor time to make such deliveries in a timely manner.

- 6.1.1 For the delivery of multiple portable toilet units the LFUCG shall provide the contract vendor with ample time for the delivery and placement of portable restrooms in so far as possible and feasible to enable the delivery of the portable restrooms for service prior to the begin of the event or need.
- 6.1.2 For the delivery of a single portable toilet unit the LFUCG shall provide the contractor with a minimum notice of twenty-four (24) hours or one (1) business day for requested delivery.
- 6.1.3 For the delivery of multiple portable toilet units the LFUCG shall provide the contractor with a minimum notice of forty-eight (48) hours or two (2) business days for requested delivery.
- 6.1.4 Requests for delivery of portable restroom units may be submitted by the LFUCG to the contractor by telephone, FAX, email, text, U.S. Mail or any combination of the five.
- 6.1.5 When possible and feasible any/all requests for portable toilet units that are submitted by telephone by the LFUCG will be confirmed by FAX, email or other means at a later time.
- 6.1.6 The LFUCG shall provide the contract vendor with a specific location to place all portable restroom units at the time that the request for the delivery is made.
- 6.1.7 The LFUCG shall provide the contract vendor with a scheduled pick up date for any/all portable restroom units that are required for special events at the time that the delivery of the unit is requested.
- 6.1.8 The LFUCG may require the contract vendor to remove a portable restroom unit from a specific location or special event with little advance notice.

7.0 DELIVERY REQUIREMENTS OF CONTRACT VENDOR

- 7.1 Delivery Requirements** – The contract vendor shall delivery the required number of portable restroom units as required by location, specification and time and date required as provided by the LFUCG per section 6.1 above.

- 7.1.1 The contract vendor shall complete the delivery of one portable restroom unit of the specified type to the specified location by the required date and time within twenty-four (24) hours or one (1) business day as requested by the LFUCG as set forth in section 6.1.2 above.
- 7.1.2 The contract vendor shall complete the delivery of multiple portable toilet units of the specified type to the specified location by the required delivery date and time

within forty-eight (48) hours or two (2) business days as requested by the LFUCG and set forth in section 6.1.3 above.

- 7.1.3 The contract vendor shall confirm any requests for the delivery of portable restroom units that may be submitted by the LFUCG by email, FAX, text and/or U.S. Mail as soon as possible and feasible.
- 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 any place all portable restroom units in the spot as described by the LFUCG at the time that the request is made as set forth in section 6.1.6 above. 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 with 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 at the time that the unit(s) were requested.
 - 7.1.6(A) This removal of portable restroom units following the close of an unspecified special event may be required on the weekend or on a holiday. If this is the case, any charges for this special pickup service must be addressed at the time that the order for the units was placed.
 - 7.1.6(B) The failure of the contract vendor to remove the portable restroom units on the date requested does not constitute payment for additional services by the LFUCG.

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 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.
- 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) Towel dry or blow dry interior walls
 - 8.1.2(E) Clean/wash/sanitize interior of door and towel dry or blow dry
 - 8.1.2(F) Sweep/mop/clean floor and squeegee dry or blow dry
 - 8.1.2(G) Restock with tissue paper
 - 8.1.2(H) Make any needed minor repairs to dispensers and/or door lock
 - 8.1.2(I) Enter date of service and technicians identification on service label
- 8.1.3 The contract vendor shall provide the required scheduled cleaning services for all portable restroom units that are rented for periods of time that exceed two(2) calendar days as follows.

- 8.1.3(A) The contract vendor shall provide the required scheduled cleaning services for all portable restroom facilities that are rented on a monthly basis two time per week during the month.
 - 8.1.3(A)(1) The contract vendor shall provide these scheduled cleaning services on Monday and Friday except for Monday holidays. In the case of Monday holidays **ONLY** the required cleaning services will be provided on Tuesday.
- 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.
 - 8.1.3(B)(1) The contract vendor shall provide these scheduled cleaning services on every third day that the unit remains in service. Each unit shall be cleaned on the third day in service, the sixth day in service, the ninth day in service and etc. regardless of the day the unit was place in service. **THIS SCHEDULED SERVICE MAY BE REQUIRED ON THE WEEKEND OR A HOLIDAY.**
- 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 un-scheduled cleaning services are requested by the LFUCG, the contact vendor must provide the required service and bill the LFUCG for the required un-scheduled cleaning service.
- 8.1.6 The LFUCG may require daily cleaning services for portable restroom units that may 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 damages 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 one week) or replace the unit with a sound unit of similar description/type. Generally, these types of repairs will be expected within twenty-four to forty-eight hours after being brought to the attention of the contract vendor.

9.1.2 The contract vendor shall be responsible for anchoring all portable restroom units or securing them 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.

9.2 **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 all portable restroom units in their service and will be performing period inspections of all portable restroom units in their service to insure that all units are receiving the required schedule cleaning services and maintenance.

11.0 UNIT PRICING FOR PORTABLE RESTROOM UNIT RENTALS AND SERVICE

11.1 **Unit Pricing for Monthly Rentals** - The LFUCG shall award a unit price contract for the rental and service for portable restroom units pursuant to this Invitation for Bids to the responsible bidder that submits the lowest bid for monthly rental units.

11.2 **Unit Pricing for Short Term Rentals** – Should the prices listed herein for short term rentals (special event units) be determined by the LFUCG to be too high, the LFUCG reserves the right to arrange for such short term rentals on the open market.

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

	<u>Regular Unit</u>	<u>ADA Unit</u>
12.1 Monthly Unit Pricing (Thirty Day Rental) Rental price per unit includes two service days per week as specified in sections 8.1.3(A) and 8.1.3(A)(1)	\$ <u>105⁰⁰</u>	\$ <u>145⁰⁰</u>
12.2 Weekly Unit Pricing (Seven Day Rental) Rental Price per unit includes 2 service days per week as specified in sections 8.1.3(B) and 8.1.3(B)(1)	\$ <u>60⁰⁰</u>	\$ <u>80⁰⁰</u>
12.3 Daily Unit Pricing No scheduled service provided	\$ <u>50⁰⁰</u>	\$ <u>80⁰⁰</u>
12.4 Special Cleaning of Special Event Units Pricing per unit per requested service date	\$ <u>15/25/10</u>	\$ <u>15/25/10</u> *

* 15⁰⁰ - SINGLE UNIT
 * 12⁵⁰ - 1-10 UNITS
 * 10⁰⁰ - 10 OR MORE UNITS

