



Lexington-Fayette Urban County Government

Lexington, Kentucky
Horse Capital of the World

Division of Central Purchasing

Date of Issue: March 26, 2015

INVITATION TO BID # 46-2015 Towing for Police, Code Enforcement, General Services, and Parking Authority

Bid Opening Date: April 9, 2015 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 04/09/2015. 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

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 <input type="checkbox"/> Exceptions to Bid Specifications. <u>Check One:</u> <i>Exceptions shall be itemized and attached to bid proposal submitted.</i>		<u>Proposed Delivery:</u> <input type="checkbox"/> days after acceptance of bid.
<u>Procurement Card Usage</u> —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 type="checkbox"/> Yes <input type="checkbox"/> No		

Submitted by: ROBERTS HEAVY DUTY TOWING, INC.

Firm Name

2285 MAGGARD DRIVE

Address

LEXINGTON, KY 40511

City, State & Zip

*Bid must be signed:
(original signature)*

PRESIDENT

Signature of Authorized Company Representative – Title

LEE D ROBERTS

Representative's Name (Typed or printed)

(859) 233-9711

Area Code - Phone – Extension

(859) 859-252-7789

Fax #

leeroberts@robertsheavydutytowing.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, LEE D. ROBERTS, and after being first duly sworn under penalty of perjury as follows:

1. His/her name is LEE D. ROBERTS and he/she is the individual submitting the bid or is the authorized representative of ROBERTS HEAVY DUTY TOWING, 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. 

STATE OF KENTUCKY

COUNTY OF FAYETTE

The foregoing instrument was subscribed, sworn to and acknowledged before me by LEE D. ROBERTS on this the 8TH day of APRIL, 2015.

My Commission expires: 1-4-2018


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 WE ALREADY HAVE PRICE CONTRACTS WITH BOTH PRINCIPALS

11. 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 Central Purchasing may permit the withdrawal of a bid. The decision as to whether a bid may be withdrawn shall be that of the Division of Central Purchasing.
- 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 or all parts to one vendor.
- 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 Central Purchasing. 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 marked on the face of the envelope:

"Bid on # 46-2015 Towing for Police, Code Enforcement, General Services and Parking Authority"

and addressed to: Division of Central Purchasing
 200 East Main Street, Room 338
 Lexington, Kentucky 40507

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.

- 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, 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 360 days of the Procurement Contract. After 360 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. 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 handicap.

- 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, Vietnam veterans, handicapped and aged persons.



Signature

ROBERTS HEAVY DUTY TOWING, 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.
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

LFUOG. 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 LFUOG without the express written consent of LFUOG. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that LFUOG 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 LFUOG.
14. **No Waiver:** No failure or delay by LFUOG 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 LFUOG 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 LFUOG 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 LFUOG 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 LFUOG 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

4-8-2015

Date

WORKFORCE ANALYSIS FORM

Name of Organization: ROBERTS HEAVY DUTY TOWING. INC. AND LEXINGTON MOTOR GROUP, LLC
DBA BLUEGRASS TOWING

Date: 04 / 08 / 2015

Categories	Total	White		Latino		Black		Other		Total	
		M	F	M	F	M	F	M	F	M	F
Administrators	3	1	1					1		2	1
Professionals	1		1								1
Superintendents	0										
Supervisors	7	6						1		7	
Foremen	0										
Technicians	4	4								4	
Protective Service	0										
Para-Professionals	0										
Office/Clerical	16	4	9				3			4	12
Skilled Craft	26	25		1						26	
Service/Maintenance	6	3		1				2		6	
Total:	63	43	11	2			3	4		49	14

Prepared by: AMY KAY TATE, CPA, CONTROLLER
Name & Title

DIRECTOR, DIVISION OF CENTRAL PURCHASING
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
200 EAST MAIN STREET
LEXINGTON, KENTUCKY 40507

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE
EQUAL EMPLOYMENT OPPORTUNITIES AND DBE CONTRACT PARTICIPATION

The Lexington-Fayette Urban County Government has set a goal that not less than ten percent (10%) of the total value of this contract be subcontracted to MBE/WBE's. The goal for the utilization of certified MBE/WBE's as subcontractors are recommended goals. Contractors who fail to meet such goals will be expected to provide written explanations to the Director of the Division of Central Purchasing of efforts they have made to accomplish the recommended goals and the extent to which they are successful in accomplishing the recommended goals will be a consideration in the procurement process.

For assistance in locating MBE/WBE Subcontractors contact Marilyn Clark at 859/258-3320 or by writing the address listed below:

Marilyn Clark, Division of Central Purchasing
Lexington-Fayette Urban County Government
200 East Main Street – Room 338
Lexington, Kentucky 40507

Lexington-Fayette Urban County Government
MWDBE PARTICIPATION GOALS

A. GENERAL

- 1) The LFUCG request all potential contractors to make a concerted effort to include Minority-Owned (MBE), Woman-Owned (WBE) and Disadvantaged (DBE) Business Enterprises as subcontractors or suppliers in their bids.
- 2) Toward that end, the LFUCG has established 10% of total procurement costs as a Goal for participation of Minority-Owned, Woman-Owned and Disadvantaged Businesses on this contract.
- 3) **It is therefore a request of each Bidder to include in its bid, the same goal (10%) for MWDBE participation and other requirements as outlined in this section.**

B. PROCEDURES

- 1) The successful bidder will be required to report to the LFUCG, the dollar amounts of all payments submitted to Minority-Owned or Woman-Owned subcontractors and suppliers for work done or materials purchased for this contract. (See Subcontractor Monthly Payment Report)
- 2) Replacement of a Minority-Owned or Woman-Owned subcontractor or supplier listed in the original submittal must be requested in writing and must be accompanied by documentation of Good Faith Efforts to replace the subcontractor / supplier with another MWDBE Firm; this is subject to approval by the LFUCG. (See LFUCG MWDBE Substitution Form)
- 3) For assistance in identifying qualified, certified businesses to solicit for potential contracting opportunities, bidders may contact:
 - a) The Lexington-Fayette Urban County Government, Division of Central Purchasing (859-258-3320)
- 4) The LFUCG will make every effort to notify interested MWDBE subcontractors and suppliers of each Bid Package, including information on the scope of work, the pre-bid meeting time and location, the bid date, and all other pertinent information regarding the project.

C. DEFINITIONS

- 1) A Minority-Owned Business Enterprise (MBE) is defined as a business which is certified as being at least 51% owned and operated by persons of African American, Hispanic, Asian, Pacific Islander, American Indian or Alaskan Native Heritage.
- 2) A Woman-Owned Business Enterprise (WBE) is defined as a business which is certified as being at least 51% owned and operated by one or more Non-Minority Females.
- 3) A Disadvantaged Business (DBE) is defined as a business which is certified as being at least 51% owned and operated by a person(s) that are economically and socially disadvantaged.
- 4) Good Faith Efforts are efforts that, given all relevant circumstances, a bidder or proposer actively and aggressively seeking to meet the goals, can reasonably be expected to make. In evaluating good faith efforts made toward achieving the goals, whether the bidder or proposer has performed the efforts outlined in the Obligations of Bidder for Good Faith Efforts outlined in this document will be considered, along with any other relevant factors.

D. OBLIGATION OF BIDDER FOR GOOD FAITH EFFORTS

- 1) **The bidder shall make a Good Faith Effort to achieve the Participation Goal for MWDBE subcontractors/suppliers. The failure to meet the goal shall not necessarily be cause for disqualification of the bidder; however, bidders not meeting the goal are required to furnish with their bids written documentation of their Good Faith Efforts to do so.**
- 2) Award of Contract shall be conditioned upon satisfaction of the requirements set forth herein.
- 3) The Form of Proposal includes a section entitled "MWDBE Participation Form". The applicable information must be completed and submitted as outlined below.
- 4) **Failure to submit this information as requested may be cause for rejection of bid.**

E. DOCUMENTATION REQUIRED FOR GOOD FAITH EFFORTS

- 1) Bidders reaching the Goal are required to submit only the MWDBE Participation Form." The form must be fully completed including names and telephone number of participating MWDBE firm(s); type of work to be performed; estimated value of the contract and value expressed as a percentage of the total Lump Sum Bid Price. The form must be signed and dated, and is to be submitted with the bid.
- 2) Bidders not reaching the Goal must submit the "MWDBE Participation Form", the "Quote Summary Form" and a written statement documenting their Good Faith Effort to do so. If bid includes no MWDBE participation, bidder shall enter "None" on the subcontractor / supplier form). In addition, the bidder must submit written proof of their Good Faith Efforts to meet the Participation Goal:
 - a. 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 MWDBE firms to participate.
 - b. Included documentation of advertising in the above publications with the bidders good faith efforts package
 - c. Attended LFUCG Central Purchasing Economic Inclusion Outreach event
 - d. Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs of subcontracting opportunities
 - e. Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms
 - f. Requested a list of MWDBE subcontractors or suppliers from LFUCG Economic Engine and showed evidence of contacting the companies on the list(s).
 - g. Contacted organizations that work with MWDBE companies for assistance in finding certified MWDBE firms to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.

- h. Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs 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.
- i. Followed up initial solicitations by contacting MWDBEs to determine their level of interest.
- j. Provided the interested MWDBE firm with adequate and timely information about the plans, specifications, and requirements of the contract.
- k. Selected portions of the work to be performed by MWDBE firms in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MWDBE participation, even when the prime contractor may otherwise perform these work items with its own workforce.
- l. Negotiated in good faith with interested MWDBE firms not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached.
- m. Included documentation of quotations received from interested MWDBE firms which 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.
- n. 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 MWDBE quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE goals.
- o. Made an effort to offer assistance to or refer interested MWDBE firms to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal.
- p. Made efforts to expand the search for MWBE firms beyond the usual geographic boundaries.
- q. Other--any other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include MWDBE participation.

Failure to submit any of the documentation requested in this section may be cause for rejection of bid. Bidders may include any other documentation deemed relevant to this requirement. Documentation of Good Faith Efforts are to be submitted with the Bid, if the participation Goal is not met.



MINORITY BUSINESS ENTERPRISE PROGRAM

Marilyn Clark
Minority Business Enterprise Liaison
Division of Central Purchasing
Lexington-Fayette Urban County Government
200 East Main Street
Lexington, KY 40507
mclark@lexingtonky.gov
859-258-3323

OUR MISSION: The mission of the Minority Business Enterprise Program 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 city council adopted and implemented resolution 167-91—Disadvantaged Business Enterprise (DBE) 10% Goal Plan in July of 1991. The resolution states in part (a full copy is available in Central Purchasing):

“A Resolution supporting adoption of the administrative plan for a ten percent (10%) Minimum goal for disadvantaged business enterprise participation in Lexington-Fayette Urban County Government construction and professional services contracts; Providing that as part of their bids on LFUCG construction contracts, general Contractors shall make a good faith effort to award at least ten percent (10%) of All subcontracts to disadvantaged business enterprises; providing that divisions of LFUCG shall make a good faith effort to award at least ten percent of their Professional services and other contracts to disadvantaged business enterprises...”

A Disadvantaged Business Enterprise is defined as a business that has been certified as being at least 51% owned, operated and managed by a U.S. Citizen of the following groups:

- African-American
- Hispanic-American
- Asian/Pacific Islander
- Native American/Native Alaskan
- Non-Minority Female
- Economically and Socially Disadvantaged

We have compiled the list below to help you locate certified MBE, WBE and DBE certified businesses. Below is a listing of contacts for LFUCG Certified MWDBEs in Economic Engine (<https://lfucg.economicengine.com>)

Business	Contact	Email Address	Phone
LFUCG	Marilyn Clark	mclark@lexingtonky.gov	859-258-3323
Commerce Lexington – Minority Business Development	Tyrone Tyra	ttyra@commercelexington.com	859-226-1625
Tri-State Minority Supplier Diversity Council	Sonya Brown	sbrown@tsmsdc.com	502-625-0137
Small Business Development Council	Dee Dee Harbut UK SBDC	dhartut@uky.edu	
	Shiree Mack	smack@uky.edu	
Community Ventures Corporation	James Coles	jcoles@cycky.org	859-231-0054
KY Department of Transportation	Melvin Byne	Melvin.bynes@ky.gov	502-564-3601
	Shella Eagle	Shella.Eagle@ky.gov	502-564-3601
Ohio River Valley Women’s Business Council (WBENC)	Rea Waldon	rwaldon@gcul.org	513-487-6534
Kentucky MWBE Certification Program	Yvette Smith, Ken Finance Cabin	Yvette.Smith@ky.gov	502-564-8099
National Women Business Owner’s Council (NWBOC)	Janet Harris-Lange	janet@nwbo.org	800-675-5066
Small Business Administration	Robert Coffey	robertcoffey@sba.gov	502-582-5971
LaVoz de Kentucky	Andres Cruz	lavozdeky@yahoo.com	859-621-2106
The Key News Journal	Patrice Muhamma	paatricem@keynewsjournal.com	859-373-9428



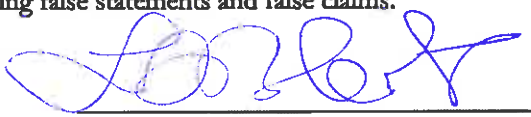
LFUCG MWDBE PARTICIPATION FORM
 Bid/RFP/Quote Reference # 46-2015

The MWDBE 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 Central Purchasing for approval immediately.

MWDBE Company, Name, Address, Phone, Email	MBE WBE or DBE	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1. NONE				
2.				
3.				
4.				

The undersigned company representative submits the above list of MWDBE 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.

ROBERTS HEAVY DUTY TOWING, INC.
 Company


 Company Representative

4-8-15
 Date

PRESIDENT
 Title



LFUCG MWDBE SUBSTITUTION FORM

Bid/RFP/Quote Reference # 46-2015


The substituted MWDBE 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 Central Purchasing 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.

SUBSTITUTED MWDBE Company Name, Address, Phone, Email	MWDBE 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. NONE					
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.

ROBERTS HEAVY DUTY TOWING, INC.
Company

4-8-15
Date



Company Representative

PRESIDENT
Title



MWDBE QUOTE SUMMARY FORM

Bid/RFP/Quote Reference # 46-2015

The undersigned acknowledges that the minority subcontractors listed on this form did submit a quote to participate on this project.

Company Name ROBERTS HEAVY DUTY TOWING, INC.	Contact Person LEE D ROBERTS
Address/Phone/Email 2285 MAGGARD DRIVE LEXINGTON, KY 40511	Bid Package / Bid Date 46-2015 4-9-15

MWDBE Company Address	Contact Person	Contact Information (work phone, Email, cell)	Date Contacted	Services to be performed	Method of Communication (email, phone meeting, ad, event etc)	Total dollars \$\$ Do Not Leave Blank (Attach Documentation)	MBE * AA HA AS NA Female
NONE							

(MBE designation / AA=African American / HA= Hispanic American/AS = Asian American/Pacific Islander/ NA= Native American)

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

ROBERTS HEAVY DUTY TOWING, INC.

Company

4-8-15

Date

Company Representative

PRESIDENT

Title



LFUCG SUBCONTRACTOR MONTHLY PAYMENT REPORT

The LFUCG has a 10% goal plan adopted by city council to increase the participation of minority and women owned businesses in the procurement process. In order to measure that goal LFUCG will track spending with MWDBE vendors on a monthly basis. By the signature below of an authorized company representative, you certify that the information is correct, and that each of the representations set forth below is true. Any misrepresentation may result in termination of the contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims. Please submit this form monthly to the Division of Central Purchasing/ 200 East Main Street / Room 338 / Lexington, KY 40507.

Bid/RFP/Quote # 46-2015
Total Contract Amount Awarded to Prime Contractor for this Project 0

Project Name/ Contract #	Work Period/ From: _____ To: _____
Company Name:	Address:
Federal Tax ID:	Contact Person:

Subcontractor Vendor ID (name, address, phone, email)	Description of Work	Total Subcontract Amount	% of Total Contract Awarded to Prime for this Project	Total Amount Paid for this Period	Purchase Order number for subcontractor work (please attach PO)	Scheduled Project Start Date	Scheduled Project End Date
NONE							

By the signature below of an authorized company representative, you certify that the information is correct, and that each of the representations set forth below is true. Any misrepresentations may result in the termination of the contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims.

ROBERTS HEAVY DUTY TOWING, INC.

 Company Company Representative

4-8-15
 Date PRESIDENT
 Title

LFUCG STATEMENT OF GOOD FAITH EFFORTS

Bid/RFP/Quote # 46-2015

By the signature below of an authorized company representative, we certify that we have utilized the following Good Faith Efforts to obtain the maximum participation by MWDBE business enterprises on the project and can supply the appropriate documentation.

- 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 MWDBE firms to participate.
- Included documentation of advertising in the above publications with the bidders good faith efforts package
- Attended LFUCG Central Purchasing Economic Inclusion Outreach event
- Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs of subcontracting opportunities
- Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms
- Requested a list of MWDBE subcontractors or suppliers from LFUCG Economic Engine and showed evidence of contacting the companies on the list(s).
- Contacted organizations that work with MWDBE companies for assistance in finding certified MWDBE firms to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.
- Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs 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.
- Followed up initial solicitations by contacting MWDBEs to determine their level of interest.
- Provided the interested MWDBE firm with adequate and timely information about the plans, specifications, and requirements of the contract.
- Selected portions of the work to be performed by MWDBE firms in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MWDBE participation, even when the prime contractor may otherwise perform these work items with its own workforce
- Negotiated in good faith with interested MWDBE firms not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached.


- _____ Included documentation of quotations received from interested MWDBE firms which 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.
- _____ 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 MWDBE quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE goals.
- _____ Made an effort to offer assistance to or refer interested MWDBE firms to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal
- _____ Made efforts to expand the search for MWDBE firms beyond the usual geographic boundaries.
- X Other - any other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include MWDBE participation.

Failure to submit any of the documentation requested in this section may be cause for rejection of bid. Bidders may include any other documentation deemed relevant to this requirement. Documentation of Good Faith Efforts are to be submitted with the Bid, if the participation Goal is not met.

NO COMPANIES RESPONDED TO OUR SOLICITATION

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.

ROBERTS HEAVY DUTY TOWING, INC.
Company



Company Representative

4-8-15

Date

PRESIDENT

Title

**RISK MANAGEMENT PROVISIONS
INSURANCE AND INDEMNIFICATION**

INDEMNIFICATION AND HOLD HARMLESS PROVISION

- (1) It is understood and agreed by the parties that Vendor 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 Vendor or its employees, agents, servants, owners, principals, licensees, assigns or subcontractors of any tier (hereinafter "Vendor") 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) Vendor shall indemnify, save, hold harmless and defend the Lexington-Fayette Urban County Government, the Lexington Parking Authority(LPA) 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 Vendor'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 Vendor; and (b) not caused solely by the active negligence or willful misconduct of LFUCG/LPA.
- (3) In the event LFUCG/LPA is alleged to be liable based upon the above, Vendor 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/LPA, 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. Vendor acknowledges and agrees that LFUCG is unable to provide indemnity or otherwise save, hold harmless, or defend the Vendor in any manner.

FINANCIAL RESPONSIBILITY

BIDDER/VENDOR 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, 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

Vendor 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/LPA in order to protect LFUCG/LPA against claims for injuries to persons or damages to property which may arise from or in connection with the provision of equipment or goods or the performance of the work or services hereunder by Vendor. The cost of such insurance shall be included in any bid:

<u>Coverage</u>	<u>Limits</u>
General Liability aggregate (Insurance Services Office Form CG 00 01)	\$1 million per occurrence, \$2 million or \$2 million combined single limit
Commercial Automobile Liability occurrence (Insurance Services Office Form CA 0001)	combined single, \$1 million per
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. LFUCG/LPA 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/LPA.
- c. The General Liability Policy shall include bailment coverage in the form of a Garage Keepers Legal Liability endorsement in at least the same amounts as the general liability.
- d. The General Liability Policy shall include a Pollution Liability endorsement unless it is deemed not to apply by LFUCG/LPA.

- e. LFUCG/LPA 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.
- f. Said coverage shall be written by insurers acceptable to LFUCG/LPA and shall be in a form acceptable to LFUCG/LPA. 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/LPA, evidence of renewal of an expiring policy must be submitted to LFUCG/LPA, 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 Vendor's financial capacity to respond to claims. Any such programs or retentions must provide LFUCG/LPA with at least the same protection from liability and defense of suits as would be afforded by first-dollar insurance coverage. If Vendor satisfies any portion of the insurance requirements through deductibles, self-insurance programs, or self-insured retentions, Vendor 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.

Verification of Coverage

Vendor agrees to furnish LFUCG/LPA 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/LPA copies of all insurance policies, including all endorsements.

Right to Review, Audit and Inspect

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

DEFAULT

Vendor understands and agrees that the failure to comply with any of these insurance, safety, or loss control provisions shall constitute default and that LFUCG/LPA 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 Vendor for any such insurance premiums purchased, or suspending or terminating the work.

00383689

Request for Bid 46-2015 Towing for Police, Code Enforcement, General Services, and Parking Authority

1.0 Scope and Classification

These specifications describe requirements of the Lexington-Fayette Urban County Government for safely towing and storing vehicles:

- 1.1 pursuant to Sections 18-112 and 18-114 of the Lexington-Fayette Urban County Government Code of Ordinances.
- 1.2 involved in traffic accidents.
- 1.3 involved in the perpetration of a crime.
- 1.4 parked illegally along streets and roadways

2.0 Publications

The following publications apply to these specifications:

- 2.1 Sections 18-112 and 18-114 of the Lexington-Fayette Urban County Government Code of Ordinances. Section 18-112 also includes the Lexington Fayette County Parking Authority.
- 2.2 Kentucky Revised Statutes 189.754 and 376.275.
- 2.3 Federal Motor Carrier Safety Regulations
- 2.4 Impounding procedures of the Lexington-Fayette Urban County Government Division of Police, as they exist and as they may be amended in the future.

3.0 Requirements

- 3.1 Contractor shall tow and store vehicles, at the request of the Division of Police, in accordance with the publications cited in Section 2.0 above, these specifications and proposal conditions attached hereto.

- 3.1.1 Contractor must provide towing services for the Division of Code Enforcement for the abatement of nuisance vehicles per the terms of the specifications listed in that section. The Police Towing and the Code Enforcement towing are not severable and the awarded contractor must provide both types of towing without interruption.
- 3.1.2 Contractor must provide towing services for the Department of General Services for the removal of vehicles parked illegally and/or abandoned in LFUCG owned parking facilities as per the terms of the specifications listed in this section. The LFUCG Department of General Services is in agreement with pricing set forth in these specifications.
- 3.1.3 The Lexington Fayette County Parking Authority may use this contract for their towing needs and is in agreement with pricing set forth in these specifications.
- 3.2 Service described herein shall be available 24 hours per day, seven days per week.
- 3.3 Contractor shall furnish emergency services for the removal and impounding of vehicles during special events, e.g., basketball and football games, and any other public event which is determined by the Division of Police to create emergency traffic and parking conditions.
 - 3.3.1 Contractor shall furnish one (1) portable radio (must meet all current FCC requirements) unit to the Police Officer in charge of traffic at such events.
 - 3.3.2 The Division of Police shall, whenever possible, notify Contractor twenty four hours before the time of an anticipated emergency condition which may require high volume towing. However, Contractor shall respond to requests for emergency services whenever such request may be made.
- 3.4 Contractor shall, pursuant to KRS 189.754, furnish each wrecker unit with tools necessary to remove and properly dispose of vehicle debris left on the street or highway after an accident. Each wrecker unit shall also be equipped with all safety devices and markings, including but not limited to, flares, barricades, signs and cones required by laws and/or applicable regulations, and which are required to perform all tasks set forth herein in the safest manner possible. Contractor is solely responsible for safety of Contractor's operations.

3.4.1 Wrecker unit operator shall clean and dispose of debris specified in Section 3.4 above.

3.5 Equipment Requirements

Contractor shall have available, as a minimum, vehicles and equipment described in the following subsections. Equipment shall be available to respond to requests for service 24 hours per day, seven (7) days per week.

- 3.5.1 Contractor shall have available nine (9) wreckers with chassis weight of one ton (minimum), specifically designed to tow automobiles, pick-up trucks and one-ton trucks.
- 3.5.2 Each unit shall be equipped with an air supply for tire inflation.
- 3.5.3 Each unit shall be equipped with at least one (1) four-ton capacity motor-driven winch.
- 3.5.4 Each unit shall be capable of towing imported automobiles and pick-up trucks, and other vehicles not designed to be towed by conventional techniques.
- 3.5.5 Two (2) units may be equipped with a permanent cradle.
- 3.5.6 Each wrecker unit shall be equipped with any and all safety devices necessary for the safe fulfillment of the Contractor's responsibilities and obligations under this contract. Safety devices shall conform to requirements of Federal Motor Carrier Safety Regulations, Section 392.22(b).
- 3.5.7 Contractor shall have available two (2) low-profile wheel lift trucks.
- 3.5.8 Contractor shall have available two (2) heavy duty wreckers able to move loaded semi-tractor trailers.
- 3.5.9 Contractor shall have available one (1) heavy duty rotator able to move loaded semi-tractor trailers.
- 3.5.10 Contractor shall have available one (1) air cushion unit for uprighting overturned vehicles, buses, tractors, trailers or any other equipment for which it may be needed.

- 3.5.11 Contractor shall have available for access low-boy trailers, forklifts, backhoes, loaders, dumpsters, portable lighting and sand/absorbent materials which would be necessary to expedite the cleanup of the accident scene.
- 3.5.12 The contractor may subcontract any parts of this contract with the approval of the Lexington-Fayette Urban County Government of those subcontractors. The list of subcontractors to be used must be submitted with the bid. All equipment to be used in the performance of this contract must be stored in Fayette County for the duration of the contract. For equipment owned by subcontractors, a written agreement between the subcontractor and the primary contractor clearly identifying the equipment and storage location/arrangement must be submitted with the bid.
- 3.5.13 Any equipment required may be owned, leased or rented as needed.
- 3.6 All units used in performance of this contract shall be radio-dispatched (radio system must meet all current FCC requirements).
- 3.7 Any driver of any unit dispatched by Contractor in performance of this contract shall be fully qualified to drive and operate the unit.
 - 3.7.1 Driver/operator shall be familiar with recommendations of various vehicle manufacturers regarding towing of vehicles manufactured by said manufacturers.
 - 3.7.2 Contractor shall provide, upon request by the Lexington-Fayette Urban County Government, evidence of the training and qualifications of any or all drivers performing services pursuant to this contract.
 - 3.7.3 Contractor agrees to provide a random drug testing program, pursuant to 49 CFR 382.305 for all operators of towing equipment and tow truck drivers who are required to hold CDL licenses. Under no circumstances shall a driver who tests positive for alcohol or any scheduled drug be allowed to respond to service calls for the Lexington Fayette Urban County Government under this bid. Contractor shall furnish upon request complete information on random sampling and testing program for employees.
- 3.8 Storage Lot

Storing towed vehicles is an essential part of this contract. Storage requirements are set forth in the following subsections.

- 3.8.1 Contractor shall provide a storage lot entirely located within the geographic bounds of Lexington-Fayette Urban County.
 - A. Lot shall be located in an area zoned for such use.
- 3.8.2 Contractor's storage lot shall be of size sufficient to store 350 standard-size automobiles with a minimum of space between automobiles in all directions, and between automobiles and any fixed object(s) of not less than 18 inches.
- 3.8.3 The entire surface of the lot whereupon vehicles are stored shall be completely covered by asphalt, concrete or gravel.
- 3.8.4 The vehicle storage area of the lot shall be lighted to provide not less than two (2) foot-candles of illumination for all vehicles.
- 3.8.5 Lot shall be completely enclosed with a chain-link fence or fencing of other material of like strength.
 - A. Fence shall be not less than eight (8) feet high.
 - B. Existing fence of less than the required height may be modified by the addition of material such as barbed wire to bring fence to the required height.
- 3.8.6 Contractor shall provide security against damage to, pilferage from and theft of all vehicles stored.
- 3.8.7 Contractor shall maintain an office on the storage site.
 - A. Office shall be manned 24 hours per day, seven days per week.
 - B. Office must be clean and offer sanitary restrooms at all times.
- 3.8.8 Contractor understands and agrees that Contractor is the only party to the contract responsible for the stored vehicle and any other property under the Contractor's care, custody and/or control.

3.9 Storage Building for forensic use

Contractor shall provide a storage building which meets requirements established in the following subsections.

- 3.9.1 Storage building must be a minimum of 30 feet by 45 feet and include a vehicle lift.

- 3.9.2 The storage building shall have a concrete floor. Building shall be well-lighted, heated and air conditioned in a manner that permits collection of evidence (including fingerprints) from stored vehicles.
 - 3.9.3 Storage building must remain locked and secure at any time vehicle(s) are stored therein. No access shall be afforded to any person(s), including Contractor's employees, unless accompanied by a sworn officer of the Urban County Government Division of Police.
 - 3.9.4 Storage Building shall be constructed in accordance with the Building Code of Lexington-Fayette Urban County.
- 3.10 Administration of Impoundment
- 3.10.1 Contractor shall maintain records acceptable to the Urban County Government concerning all vehicles impounded. Such records shall include information concerning the manner, date and time of release of vehicles from impoundment and fees paid by owner of the vehicle for release.
 - 3.10.2 Records specified above shall be maintained in accordance with impoundment procedures of the Division of Police, and shall be available for inspection by personnel of that Division at any time.
 - 3.10.3 Contractor shall comply with notice requirements established in KRS 376.275.
 - 3.10.4 The Contractor shall accept cash, credit cards and checks as forms of payment. The Urban County Government shall not be liable for fees not collected. All charges shall be the responsibility of the Contractor unless otherwise specified herein.
 - 3.10.5 The Contractor shall allow the owner of the impounded vehicle to remove personal possessions such as medicine, clothing, cameras, telephones, etc from the car while it is impounded unless otherwise directed by the Division of Police.
 - 3.10.6 The Contractor shall allow other towing services access to the impound lot to retrieve vehicles that have been released. If the Contractor chooses to use their equipment to remove impounded vehicles from their lot to the street they must state the charge for this service in section 4.11 of this document.

- 3.10.7 Contractor agrees by signature of his/her proposal that if a vehicle is towed for violation of an Urban County Government Ordinance, and if, at a subsequent judicial hearing the owner or operator of the vehicle is found to be not guilty of violating said Ordinance upon which towing was effected, Contractor shall release the vehicle to the owner without charge. If said owner has previously paid towing and storage charges for the release of the vehicle, Contractor shall reimburse said owner for all charges.
- 3.10.8 Contractor shall accept both paper copy and electronically submitted formats of Division of Police form 209- Vehicle Impound Record. The electronic version of form 209 will be sent via e-mail upon completion by the impounding officer. Paper copies of form 209 will be given to the tow truck operator upon completion by the impounding officer.

3.11 Indemnity, Insurance and Bonding

This section sets forth specifications for Indemnity, Insurance; Bonding; Safety and Loss Control; Right to Review, Audit and Inspect; Definition of Default; and Conflicting Contract Provisions.

- 3.11.1 Contractor understands and agrees to indemnify and save harmless the Lexington-Fayette Urban County Government, and/or the Lexington Fayette County Parking Authority, their employees, agents, elected and appointed officials, licensees and assigns from any and all claims, past, present and future, by or on behalf of any person or persons, firm or firms, corporations arising from the service(s) provided for the Lexington-Fayette Urban County Government, and/or the Lexington Fayette County Parking Authority pursuant to this contract; or arising from any breach or default by the Contractor in performance of any covenant or agreement required of the Contractor, its agents, contractors, subcontractors, employees, licensees or assigns; or damage whatsoever caused to any person(s), firm(s), or corporation(s) occurring during the term of this Contract. Contractor further covenants to resist or defend any such action or proceeding by counsel reasonably satisfactory to the Lexington-Fayette Urban County Government, and/or the Lexington Fayette County Parking Authority upon notice from the Urban County Government, and/or the Lexington Fayette County Parking Authority.
- 3.11.2 Contractor shall procure and maintain throughout the term, during any period of service prior or after thereto, naming the Lexington-Fayette Urban County Government, and/or the Lexington Fayette County Parking Authority, their agents, employees and elected

officials as additional insured, as their interests may appear, in the same manner as though a separate contract has been issued, for the term of the Contract between the Contractor and the Lexington-Fayette Urban County Government, and/or the Lexington Fayette County Parking Authority a policy or policies of comprehensive general liability insurance affording limits of liability \$1,000,000 as recommended by the Lexington-Fayette Urban County Government Division of Risk Management, combined single limit per occurrence, with a \$2,000,000 aggregate for personal injury, bodily injury or death suffered or alleged to have been suffered by any person or persons or for any property damage incurred or alleged to have been incurred. Said insurance shall be Broad Form in nature, shall be written through a company with an A. M. Best rating of "A" or better, and one admitted to do business in the Commonwealth of Kentucky, and should include but not be limited to: errors and omissions; bailment; premises-operation; contractual liability; products/completed operations hazard; independent contractors; owned, non-owned and hired vehicle liability; broad form property; personal injury and comprehensive form liability.

Contractor shall secure Worker's Compensation insurance for all drivers, all lot attendants and other employees engaged in compliance with the provisions of this contract and shall secure Employer's liability in coverage limits of \$500,000.

Said insurance shall be non-cancelable without at least thirty (30) days notice to the Lexington-Fayette Urban County Government. Certificates of Insurance shall be delivered to the Division of Risk Management on or before the commencement date of this Contract; and valid Certificates of Insurance shall be maintained by the Contractor throughout the term of this Contract and any renewal thereof. Original copies of the insurance policy, with all endorsements, shall be provided upon request.

Failure to comply with this Section shall constitute an event of default under this Contract.

3.11.3 Contractor shall provide a performance bond, executed by a surety licensed to do business in the Commonwealth of Kentucky and drawn in favor of the Lexington-Fayette Urban County Government as obligee, in the penal sum of \$25,000.00 (twenty-five thousand dollars).

A. Contractor may elect to provide an irrevocable letter of credit in lieu of a Performance Bond. The letter of credit shall be in the name of the Lexington-Fayette Urban

County Government and shall be in the amount of \$25,000.00 (twenty-five thousand dollars).

- B. The Performance Bond (or letter of credit) shall secure the faithful performance of the contract by the Contractor. In the event of Contractor's failure to perform all obligations pursuant to this Contract, the Urban County Government shall seek such remedies it determines to be in its best interest, including, but not limited to, cashing the Performance Bond or letter of credit.
 - C. Successful Proposer shall deliver Performance Bond or letter of credit to the Division of Central Purchasing, Room 338, 200 East Main St., Lexington, KY 40507, within seven (7) working days of receipt of notification of intent to award the Contract to the Proposer.
- 3.11.4 While providing the service(s) specified herein, the Contractor understands and agrees to adhere to any comply with any and all Federal, State and Local safety laws, regulations, and ordinances, as well as the safety and loss control reporting guidelines established by the Lexington-Fayette Urban County Government. Contractor shall provide all safeguards, safety devices and protective equipment, and shall take any other needed actions whatsoever, on its own responsibility and expense, to protect the life and health of all persons providing the service(s) specified herein, the safety of the public and the Lexington-Fayette Urban County Government, and to protect any and all property in connection with the service(s) specified herein.
- 3.11.5 Contractor understands and agrees that the Lexington-Fayette urban County Government shall, without prior notice, be permitted, but not obligated to, review, audit and inspect any and all of the Contractor's records, documents and service(s) as deemed necessary by the Lexington-Fayette Urban County Government to assure compliance with the provisions of the Contract, maximize the protection of the Lexington-Fayette Urban County Government, and assess the financial ability of the Contractor to indemnify and save harmless the Lexington-Fayette Urban County Government from any and all claims. Neither the right to review, audit and inspect nor the making thereof, nor any report thereon, shall constitute an understanding on behalf of, or for the benefit of, the Contractor, to determine or warrant that such service(s) has/have been done in a manner conforming to the Contract.

The results of all reviews, audits and inspections will be verbally presented to the Contractor at the conclusion of any review, audit and/or inspection. Contractor shall immediately comply with such recommendations and shall, within 48 hours, provide written notification by certified mail, with return receipt requested, to the Lexington Fayette Urban County Government, of the action(s) taken to come into compliance with provisions of the Contract.

3.11.6 Contractor understands and agrees that failure to comply with any or all of the provisions of the Contract shall constitute an event of default of the Contract. The default shall exist at the time of the failure to comply with the provisions of the Contract, whether or not either party has notice. The Lexington-Fayette Urban County Government, in addition to other legal remedies available, may, at the Urban County Government's discretion, elect to impose any single remedy or penalty, or combination of remedies and penalties as specified elsewhere in the Contract.

3.11.7 In the event that provisions set forth in this section (3.11) conflict with any other provisions set forth elsewhere in these specifications, it is agreed by all parties that the provision which is more strictly in favor of the Lexington-Fayette Urban County Government shall be the binding provision.

3.12 Contractor shall respond, under normal traffic conditions, to any request made by the Division of Police for towing services within thirty (30) minutes after such request is made.

4.0 NOTES

4.1 Time is of the essence of this Contract. All equipment, facilities, bonding and insurance coverage described herein shall be available and ready for operation at the time the bid is submitted to the Urban County Council.

4.2 Reports by Contractor

The apparent low Proposer shall furnish to the Urban County Government Division of Risk Management the following documents:

4.2.1 Five-year history of all insurance losses, paid or unpaid, of the Proposer on all types of claims.

4.2.2 List of all equipment to be used in performing the requirements of the Contract.

- 4.2.3 Copies of bond and Certificate(s) of Insurance as required elsewhere in these specifications.
- 4.2.4 Contractor shall furnish the following reports upon request to the Lexington-Fayette Urban County Government detailing the following information:
 - 4.2.4.1 Number of service calls received.
 - 4.2.4.2 Number of tows and itemized revenue from each tow.
 - 4.2.4.3 Number of stored vehicles, the period of storage for each vehicle and the revenue from storage each vehicle.
 - 4.2.4.4 The number of vehicles sold when unclaimed and the revenue from each sale. Documentation showing that local and state statutes were followed for the sale of unclaimed vehicles shall be provided for each vehicle sold.

The reports shall be forwarded to:

Director, Division of Central Purchasing
Lexington-Fayette Urban County Government
200 East Main Street, 3rd Floor
Lexington, Kentucky 40507

- 4.3 Any party, firm or individual submitting a proposal pursuant to this invitation must have paid all taxes owed to the Lexington-Fayette Urban County Government at the time the proposal is submitted, and must maintain a "current" status in regard to those taxes throughout the term of this Contract.
- 4.4 The term of this contract shall be for 365 days from the date of acceptance of a proposal by the Urban County Council. The contract may be renewed for an additional term of 365 days at the same terms and conditions, provided that both the Lexington-Fayette Urban County Government and the towing contractor agree to such renewal in writing prior to the expiration of the original contract term and provided that the renewal agreement is approved by the Urban County Council.
- 4.5 The Lexington-Fayette Urban County Government shall award a contract to provide the services specified herein to the responsible Proposer who submits the lowest proposal responsive to the requirements, terms and conditions set forth herein.

- 4.6 Proposer shall attach the following lists to his/her proposal.
 - 4.6.1 List of equipment available that meets or exceeds requirements specified herein.
 - 4.6.2 List of facilities available that meet or exceed requirements specified herein.
 - 4.6.3 List of subcontractors/employees that will be used to meet requirements specified herein.
- 4.7 The Lexington-Fayette Urban County Government reserves the right to approve any and all subcontractors. Subcontractors shall not be used without the approval of the Urban County Government.
- 4.8 Contractor's may submit proposals as a joint venture with one (1) or more other contractors. Proposal should designate contract person, office location and storage lot location.
- 4.9 The Lexington-Fayette Urban County Government reserves the right to reject any or all proposals, and to waive technicalities and informalities when such waiver is determined by the Urban County Government to be in its best interest.
- 4.10 The rates to be charged for services provided as described herein shall be expressed as follows:
 - 4.10.1 Charges for impounding of vehicles at the direction of the Division of Police shall be expressed as a *unit rate per tow*. Police-ordered impounds shall be charged at the unit rate shown in shown in Section 4.11 below.
 - 4.10.2 The rate for towing wrecked or recovered vehicles shall be expressed as a charge per hour for the first hour with an additional charge applied for each increment of 15 minutes beyond the first hour.
 - 4.10.3 Charges for storage of vehicles shall be expressed as a charge *per day*.
 - 4.10.4 If multiple wrecker units are required to clear a multi-vehicle accident, the charges made hereunder shall be prorated among all involved vehicles.
- 4.11 Proposer shall provide all information requested below:

We, the undersigned, hereby propose to furnish the services specified herein for the amounts shown:

Item	Description	Price
A	Impounding of vehicles at the request of the Division of Police	\$ 90.
B	Towing wrecked vehicles (first hour) (Vehicles less than 12,000 GVW)	\$ 90.
B1	Additional charges per 15 minutes (or part thereof)	\$ 22.50
C	Storage charge per day or part thereof(SEE NOTE BELOW)	\$ 35.
D	Charge to other towing contractors or individuals to remove a vehicle from your lot using your own equipment	\$ 25.
E	Clean up of oil/vehicle fluid spills at accident scenes	\$ 25.

The calculation of storage charges shall begin when the vehicle is placed on the contractor's storage facility. One day of storage will be accrued when the vehicle is placed at the contractor's storage facility. The second day of storage shall not be accrued until a full 24 hours have lapsed. Any additional days of storage shall be calculated in this manner.

**NUISANCE VEHICLE
TOWING
FOR
CODE ENFORCEMENT,
GENERAL SERVICES AND
PARKING AUTHORITY**

PROPOSALS FOR TOWING OF NUISANCE VEHICLES

1.0 SCOPE AND CLASSIFICATION

The specifications describe the requirements of the Lexington-Fayette Urban County Government for the towing and storing of vehicles in violation of the nuisance laws for private property.

- 1.1 Pursuant to Section 12-6 and 12-7 of the Lexington-Fayette Urban County Government Code of Ordinances.

2.0 PUBLICATIONS

The following publications apply to these specifications:

- 2.1 Sections 12-6 and 12-7 of the Lexington-Fayette Urban County Government Code of Ordinances.
- 2.2 Kentucky Revised Statutes 376.275
- 2.3 Federal Motor Carrier Safety Regulations.

3.0 REQUIREMENTS

- 3.1 Contractor shall tow and store, at the request of the Division of Code Enforcement, in accordance with the publications cited in Section 2.0 above, these specifications and proposal conditions attached hereto.
- 3.2 Service described herein shall be available.
- 3.3 Each wrecker unit shall be equipped with all safety devices and markings required by law and/or applicable regulations, and which are required to perform all tasks set forth herein in the safest manner possible. Contractor is solely responsible for safety of contractor's operations.
- 3.4 Equipment Requirements

Contractor shall have available, as a minimum, vehicles and equipment described in the following subsections. Equipment shall be available to respond for service within 24 hours of notification by the code officer.

- 3.4.1 Contractor shall have a minimum of 2 wreckers available, specifically designed to tow automobile and pick-up trucks. These vehicles may not be movable by pulling in which case a roll back wrecker may be required.

- 3.4.2 Each unit shall be equipped with an air supply for tire inflation.
- 3.4.3 Each unit shall be equipped with at least one (1) four-ton capacity motor driven winch.
- 3.4.4 Each wrecker shall be equipped with any and all safety devices necessary for the safe fulfillment of the Contractor's responsibilities and obligations under this contract. Safety devices shall conform to requirements of the Federal Motor Carrier Safety Regulations, Section 392.22(b).
- 3.4.5 Any equipment required may be owned, leased or rented as needed.
- 3.5 All units used in performance of this contract shall be radio dispatched (radio system must meet all current FCC requirements).
- 3.6 Any driver of any unit dispatched by the Contractor in performance of this contract shall be fully qualified to drive and operate the unit.
 - 3.6.1 Driver/Operator shall be familiar with recommendations of various vehicle manufacturers regarding towing of vehicles manufactured by said manufacturers.
 - 3.6.2 Contractor shall provide, upon request by the Lexington-Fayette Urban County Government, evidence of the training and qualifications of any or all drivers performing services pursuant to this contract.
- 3.7 Storage
 - 3.7.1 Contractor shall provide a storage lot entirely located within the geographic bounds of Lexington-Fayette Urban County.
 - 3.7.1.1 The lot shall be located in an area zoned for such use.
 - 3.7.2 The entire surface of the lot, whereupon vehicles are stored, shall be completely covered by asphalt, concrete or gravel.
 - 3.7.3 The vehicle storage area of the lot shall be lighted to provide sufficient security.
 - 3.7.4 The lot shall be completely enclosed with a chain-link fence or fencing of other material of like strength.
 - 3.7.4.1 Fence shall be no less than eight (8) feet high.

- 3.7.4.2 Existing fence of less than required height may be modified by the addition of material such as barbed wire to bring fence to the required height.
 - 3.7.5 Contractor shall provide security against damage to, pilferage from and theft of all vehicles stored.
 - 3.7.6 Contractor shall maintain an office on the storage site.
 - 3.7.6.1 An office shall be maintained 8:00 AM to 5:00 PM, 7 days per week to ensure vehicles may be picked up any time requested. After hours a pager or phone number shall be maintained to assure vehicles are accessible 24 hours per day.
 - 3.7.6.2 Office must be clean and offer sanitary restrooms at all times.
 - 3.7.7 Contractor understands and agrees that Contractor is the only party to the contract responsible for the stored vehicle and any other property under the Contractor's care, custody, and/or control.
- 3.8 Administration of Impoundment
 - 3.8.1 Contractor shall maintain records acceptable to the Lexington-Fayette Urban County Government concerning all vehicles impounded. Such records shall include information concerning the manner, date and time of release if applicable and any fees paid by the owner of the vehicle for release.
 - 3.8.2 The Lexington-Fayette Urban County Government shall be liable for the initial towing charge only. All storage charges shall be the responsibility of the vehicle owner and the contractor must collect these charges.
 - 3.8.3 The Contractor shall allow the owner of the impounded vehicle to remove personal possessions from the car while it is impounded unless otherwise directed by the Division of Code Enforcement.
 - 3.8.4 The Contractor shall allow other towing services access to the impound lot to retrieve vehicles that have been released. If the Contractor chooses to use their equipment to remove impounded vehicles from their lot to the street, no additional charges may be accessed.

3.8.5 Contractor agrees by signature of his/her proposal that if a vehicle is towed for violation of an Lexington-Fayette Urban County Government Ordinance, and if at a subsequent judicial hearing the owner or operator of the vehicle is found not to be guilty of violations of said Ordinance upon which towing was affected, Contractor shall release the vehicle to the owner without charge. If said owner has previously paid towing and storage charges for the release of the vehicle, Contractor shall reimburse said owner for all charges.

PRICING:

A. Impounding of Vehicle at the request of Division of Code Enforcement (one time towing charge Lexington-Fayette Urban County Government responsibility)

\$ 0

B. Storage Charge per day (the vehicle owner's responsibility)

\$ 35

Per day storage charge shall be based on a 24-hour day beginning at the time the vehicle has been impounded.



2015

BUSINESS MINIMUM LICENSE FEE

The \$100.00 minimum license fee for calendar year 2015 is due by the filing deadline for the Net Profit License Fee return for tax year 2014. (April 15th, 2015 for calendar year taxpayers). Use this form to remit the 2015 Minimum License Fee prior to the due date.

Print address/account # here

Office use only

Roberts Heavy Duty Towing Inc
2285 Maggard Drive
Lexington, Ky 40511

Customer ID 15003080
Federal ID 20-8251564
Number of Locations 1

BUSINESS LOCATION	STREET ADDRESS
1.	2285 Maggard Drive, Lexington, Ky 40511
2.	1001 Manchester Street, Lexington, Ky 40508
3.	
4.	
5.	

Minimum License Fee	\$100.00
Penalty	0
Total Paid	100.00

RECEIVED
APR 2 2015
LFUCG
Div of Revenue

Send your payment to: LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
DIVISION OF REVENUE
P. O. BOX 14058

ROBERTS HEAVY DUTY TOWING INC
Service Without Compromise
2285 Maggard Drive
Lexington, KY 40511-2513
(859) 294-5566

CHASE
JPMorgan Chase Bank, N.A.
www.Chase.com
21-13-830

4/1/2015

PAY TO THE ORDER OF LFUCG

\$ **100.00

One Hundred and 00/100*****

DOLLARS

LFUCG
Division of Revenue
PO Box 3090
Lexington Ky 40588-3090



Amy Key State
AUTHORIZED SIGNATURE

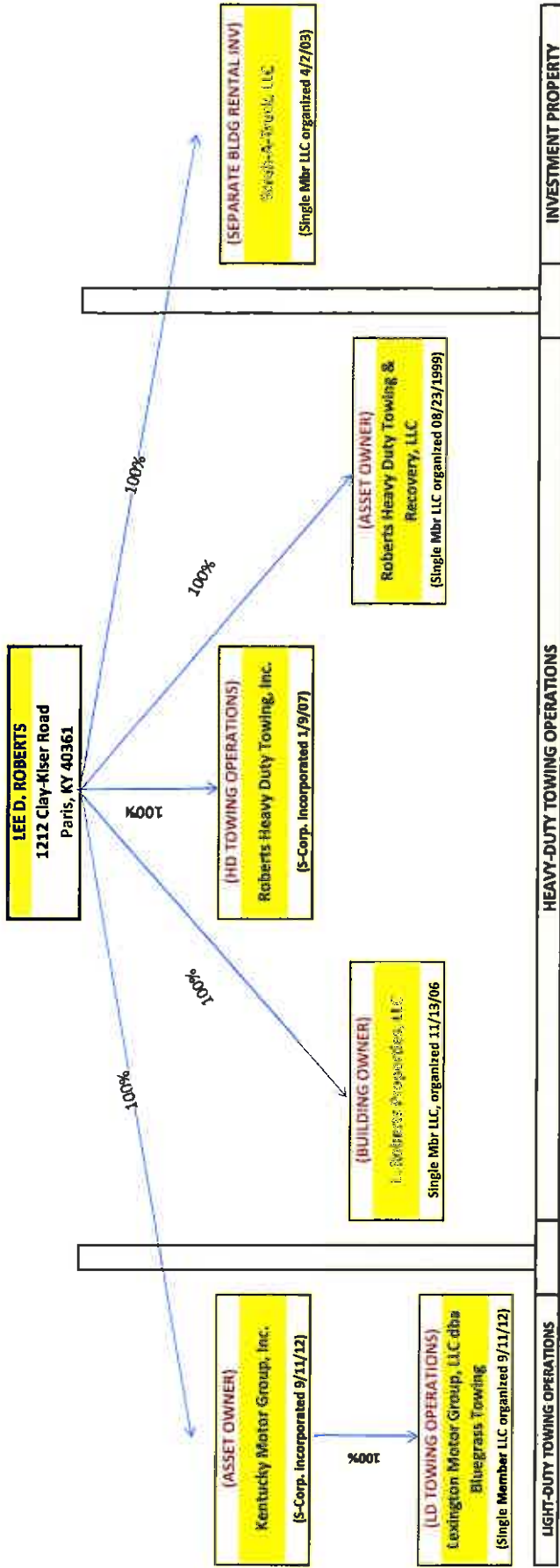
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512317392⑈

1079

Security features. Details on back



LIGHT-DUTY TOWING OPERATIONS **HEAVY-DUTY TOWING OPERATIONS** **INVESTMENT PROPERTY**

KENTUCKY MOTOR GROUP, INC. (KMG) FEIN: 46-1056574 - 2285 Maggard Drive, Lexington, KY 40511
 Company owns trucks and other assets used by Lexington Motor Group LLC dba Bluegrass Towing (light-duty towing operations). Company is an S-Corporation for tax purposes and all income and expenses flow to Mr. Roberts on a Form K-1.

LEXINGTON MOTOR GROUP, LLC dba BLUEGRASS TOWING (LMG / BGT) FEIN: 46-1045956 - 2285 Maggard Drive, Lexington, KY 40511
 Light Duty Towing & Storage operations at 2285 Maggard Drive, Lexington, KY 40511. For tax purposes, company is treated as a Disregarded Entity that is a Single-Member LLC which is 100% owned by Kentucky Motor Group Inc. This means all income & expenses are combined and reported on Kentucky Motor Group's S-Corp returns. Company leases 25 -30 employees from Roberts Heavy Duty Towing, Inc.

L. ROBERTS PROPERTIES, LLC (LRP) FEIN: 20-8733655 - 2285 Maggard Drive, Lexington, KY 40511
 Company owns two commercial properties. The property located at 968 Nandino Blvd., Lexington, KY 40511 is currently leased to KY Freightliner. The second property is located at 2285 Maggard Drive and is currently leased to Roberts Heavy Duty Towing, Inc and Bluegrass Towing. As a Single-Member LLC, all income & expenses are reported on Mr. Roberts personal return on a Schedule E.

ROBERTS HEAVY DUTY TOWING, INC. (RHDT) FEIN: 20-8251564 - 2285 Maggard Drive, Lexington, KY 40511
 Heavy Duty Towing & Storage operations at 2285 Maggard Drive and 1001 Manchester St, Lexington, KY. Company is an S-Corporation for tax purposes and all income & expenses flow to Mr. Roberts on a K-1. Company employs 60-70 employees, including Mr. Roberts. Some of these employees are leased to Bluegrass Towing for their operations.

ROBERTS HEAVY DUTY TOWING & RECOVERY, LLC (RHDT&R, LLC) FEIN: 61-1352105 - 2285 Maggard Drive, Lexington, KY 40511
 Company owns Heavy trucks used by Roberts Heavy Duty Towing, Inc. There are no employees. As a Single-Member LLC all income & expenses are reported on Lee D Roberts Schedule C.

SCRUB-A-TRUCK, LLC (SAT) FEIN: 61-1672758 - 2285 Maggard Drive, Lexington, KY 40511
 Company owns commercial property at 960 Nandino Blvd., Lexington, KY 40511 that is leased to unrelated parties. There are no Employees. As a Single-Member LLC, all income & expenses are reported on Lee D Roberts personal tax return on a Schedule E.

ATTACHMENT TO BID 46-2015

AFFIRMATIVE ACTION STATEMENT

AFFIRMATIVE ACTION PLAN: ROBERTS HEAVY DUTY TOWING, INC. IS AN EQUAL OPPORTUNITY EMPLOYER. WE ADVERTISE THIS WHEN WE ARE SOLICITING NEW EMPLOYEES. WE ENCOURAGE OUR CURRENT EMPLOYEES TO REFER APPLICANTS AND THIS HAS LED TO ADDITIONAL MINORITY HIRINGS. OUR FUTURE PLAN IS TO CONTINUE TO PROMOTE THE HIRING OF MINORITIES.

ATTACHED ARE WORK FORCE ANALYSES FOR ROBERTS HEAVY DUTY TOWING, INC. BY ITSELF AND A COMBINED ANALYSIS INCLUDING OUR SUBCONTRACTOR IN THIS BID, LEXINGTON MOTOR GROUP, LLC DBA BLUEGRASS TOWING.

ATTACHMENT TO BID 46-2015

RE: WMDBE PARTICIPATION GOALS SECTION E (2)

DIRECTOR, DIVISION OF CENTRAL PURCHASING

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

PLEASE ACCERPT THIS AS OUR EXPLANATION AS TO WHY THERE ARE NO WBE/MBE/DBE CONTRACTORS LISTED. IN AN ATTEMPT TO LOCATE SUCH CONTRACTORS, AN ADVERTISEMENT WAS PLACED IN THE LEXINGTON NEWSPAPER, WE CHECKED WITH THE KENTUCKY WEBSITES ONLINE FOR LISTS OF COMPANIES MEETING THIS CRITERIA AND WE CONTACTED OTHER AGENCIES THAT HAD AFFILIATION WITH MWDBE COMPANIES. WE IDENTIFIED ONE COMPANY, SLIM'S TOWING, AND WE CONTACTED THEM BY MAIL.

WE RECEIVED NO RESPONSES.

Perit
3-31

LFUCG—Economic Engine Listings

Marilyn Clark
mclark@lexingtonky.gov
859-258-3323

Commerce Lexington—

Tyrone Tyra, Minority Business Development
TTYRA@commercelexington.com
859-226-1625

Tri-State Minority Supplier Diversity Council

Sonya Brown
sbrown@tsmsdc.com
502-625-0137

Small Business Development Council

Dee Dee Harbut /UK SBDC
ddharbut@uky.edu

Shawn Rogers, UK SBDC
Shawn.rogers@uky.edu

Shiree Mack
smack@uky.edu

Community Ventures Corporation

James Coles
jcoles@cvcky.org
859-231-0054

Kentucky Department of Transportation

Shella Jarvis
Shella.Jarvis@ky.gov
502-564-3601

KPAP

Debbie McKnight
Debbie.McKnight@ky.gov
800-838-3266 or 502-564-4252

Bobbie Carlton
Bobbie.Carlton@ky.gov

Ohio River Valley Women's Business Council

Rea Waldon
rwaldon@gcul.org
513-487-6534

Kentucky Small Business Connect

Tom Back
800-626-2250 or 502-564-2064
<https://secure.kentucky.gov//sbc>

**National Minority Supplier Development Council, Inc.
(NMSDC)**

www.nmsdc.org

Sandie Evans

From: Sandie Evans
Sent: Wednesday, March 11, 2015 3:16 PM
To: 'Marilyn Clark'
Subject: RE: MBE Towing Company in Fayette County

Thanks for the information. Can you advise any search engines I can contact for additional companies?

Sandie Evans
859-233-9711

From: Marilyn Clark [mailto:mclark@lexingtonky.gov]
Sent: Friday, October 17, 2014 9:50 AM
To: Sandie Evans; ttryr@commercelexington.com; sbrown@tsmsdc.com; dharbut@uky.edu; smack@uky.edu; jcoles@cvcky.org; Melvin.bynes@ky.gov; Shella.Eagle@ky.gov; rwaldon@gcul.org; Smith, Yvette (Finance EEOCC); Janet Harris-Lange; Robert.coffey@sba.gov; layozdeky@yahoo.com; paatricem@keynewsjournal.com
Subject: MBE Towing Company in Fayette County

Hi Sandy,

This is the minority owned towing company that exhibited at the Minority Business Expo this year. Please feel free to contact them.

Marilyn

SLIM'S TOWING
Dewayne & Camesha Hogan
336 LISLE INDUSTRIAL AVE
LEXINGTON Kentucky 40511
859-619-3153; 859-806-845
slimstowing@yahoo.com

From: Sandie Evans [mailto:sandie@bluegrasstowing.com]
Sent: Thursday, October 16, 2014 4:03 PM
To: Marilyn Clark; ttryr@commercelexington.com; sbrown@tsmsdc.com; dharbut@uky.edu; smack@uky.edu; jcoles@cvcky.org; Melvin.bynes@ky.gov; Shella.Eagle@ky.gov; rwaldon@gcul.org; 'Smith, Yvette (Finance EEOCC)'; 'Janet Harris-Lange'; Robert.coffey@sba.gov; layozdeky@yahoo.com; paatricem@keynewsjournal.com
Subject:

Are you aware of any Towing Companies based in Fayette County that are owned by Women or Minorities? Please contact me with any business that meets this criteria.

Thank you for your help.

Sandra M. Evans
Manager
859-233-9711

Sandie Evans

From: Sandie Evans
Sent: Tuesday, March 31, 2015 12:07 PM
To: 'Shawn.rogers@uky.edu'; 'jcoles@cycky.org'; 'Shella.Jarvis@ky.gov';
'Debbie.McKnight@ky.gov'; 'Bobbie.Carlton@ky.gov'; 'Yvette.Smith@ky.gov';
'janet@nwvoc.org'
Subject: SEARCG FOR MWDBE TOWING COMPANIES IN FAYETTE COUNTY

Are you aware of any MWDBE Towing Companies based in Fayette County? If you have any information on any company meeting this criteria, can you please forward me the information.

Thank you

Sandra Evans
Roberts Heavy Duty Towing and Bluegrass Towing

Sandie Evans

From: Sandie Evans
Sent: Tuesday, March 31, 2015 11:45 AM
To: 'ttryr@commercelexington.com'; 'sbrown@tsmsdc.com'; 'dharbut@uky.edu'; 'smack@uky.edu'; 'jcoles@cvcky.org'; 'Melvin.bynes@ky.gov'; 'Shella.Eagle@ky.gov'; 'rwaldon@gcul.org'; 'Robert.coffey@sba.gov'; 'layozdeky@yahoo.com'; 'paatricem@keynewsjournal.com'
Subject: SEARCH FOR MWDBE TOWING COMPANIES IN FAYETTE COUNTY

Are you aware of any MWDBE Towing companies based in Fayette County? If you have information on any company meeting this criteria, can you please forward that information to me.

Thank you.

Sandra Evans
Roberts Heavy Duty Towing and Bluegrass Towing
859-233-9711

ROBERTS HEAVY DUTY TOWING, INC.

2285 MAGGARD DRIVE

LEXINGTON, KY 40511

March 27, 2015

859-294-5566

Slim's Towing
336 Lisle Industrial Avenue
Lexington, KY 40511

Re: Sub-contractor solicitation for Towing of LFUCG Towing for Police, Code Enforcement, General Services, and Parking Authority. BID #46-2015

Dear M. Hogan:

You have been identified as a MBE located in Fayette County. As part of our bid for the Towing of LFUCG Police, Code Enforcement, General Services and Parking Authority services, we are contacting you to see if you are interested in qualifying as a sub-contractor on this bid.

Attached are the Specifications: Towing of LFUCG Police, Code Enforcement, General Services and Parking Authority services and your Company would need to meet the requirements in order to be considered. It lists all insurance and equipment requirements and other requirements to meet the contract criteria. (the equipment requirements would be extra trucks to be used as needed and this equipment would have to comply with all the insurance, safety, lettering and other criteria spelled out in this bid)

Additionally, in order to be a sub-contractor, Roberts Heavy Duty Towing, Inc requires all drivers must be in a random drug testing program and have a clean MVR and Driving record. All vehicles must be properly signed per Kentucky and DOT requirements.

If your Company meets the requirements set for above and you are interested in becoming a sub-contractor, please contact us by Thursday, April 2nd^h.

Sincerely,


Roberts Heavy Duty Towing, Inc.

Sandra M. Evans

Sandra M. Evans
Manager
859-233-9711

Attachments

Hand Delivered by Marty Hoover

Received by Slim's Towing

3/28/15
Date

SERVICE WITHOUT COMPROMISE™

LEXINGTON kentucky.com
HERALD-LEADER



Customer
 BLUEGRASS TOWING

Payor Customer
 BLUEGRASS TOWING

Customer Account
 171266

Payor Account
 171266

Customer Address
 1001 MANCHESTER ST
 LEXINGTON KY 40508 USA

Payor Address
 1001 MANCHESTER ST
 LEXINGTON KY 40508 USA

Customer Phone
 859-233-9711

Payor Phone
 859-233-9711

Sales Rep.
 tmcconnell@herald-leader.com

Order Taker
 bjarvis@herald-leader.com

NOTICE SEEKING MWDDBE QUALIFIED TOWING COMPANIES FOR SUBCONTRACT WORK. THE COMPANY MUST MEET ALL STATE AND DOT REQUIREMENTS AND ALL OF THE COMPANY'S DRIVERS MUST HAVE A CLEAN MVR AND CRIMINAL BACKGROUND RECORD AND CURRENTLY BE IN A RANDOM DRUG TESTING PROGRAM. QUALIFIED COMPANIES PLEASE REPLY TO: TOM SPICER, PO BOX 12347, LEXINGTON, KY. 40582. EEOC

0001648010-01

<u>PO Number</u>	<u>Payment Method</u>	<u>Blind Box</u>
<u>Tear Sheets</u>	<u>Proofs</u>	<u>Affidavits</u>
1	1	0

<u>Net Amount</u>	<u>Tax Amount</u>	<u>Total Amount</u>
\$256.50	\$0.00	\$256.50

<u>Payment Amt</u>	<u>Amount Due</u>
\$0.00	\$256.50

<u>Ad Number</u>	<u>Ad Size</u>	<u>Color</u>
0001648010-01	1.0 X 30 Li	<NONE>

<u>Product Information</u>	<u># Inserts</u>	<u>Cost</u>
<u>Placement/Classification</u>		
<u>Position</u>		
<u>Run Dates</u>		
<u>Run Schedule Invoice Text</u>		

LEX-Herald-Leader:Print: 2 \$256.50
 0300 - Legals Classified
 0301-Legals & Public Notices
 3/28/2015, 3/29/2015
 NOTICE SEEKING MWDDBE QUALIFIED TOWING COMPANIES FOF

**STATE OF KENTUCKY
COUNTY OF FAYETTE**

Before me, a Notary Public, and for said County and State, this 7th day
of April, 2015 came Barbara Jarvis

Personally known to me, who, being duly sworn, states as follows:

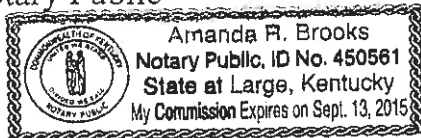
That she is Account Executive of
Lexington Herald-Leader, and that said publication date of
March 28 & 29, 2015 carried the advertising
of Bluegrass Towing
occupying the following space 2.31 inches.

By Barbara Jarvis

(SEAL)

Amanda R. Brooks

Notary Public



erty is located at 2250 Spurr Road and 2350 Georgetown Road in Lexington, Kentucky. Any comments or objections concerning this application shall be directed to: Kentucky Division of Water, Water Resources Branch, 200 Fair Oaks, 4th Floor, Frankfort, Kentucky 40601. Phone: (502) 564-3410.

0001642560-01

NOTICE

Kentucky Native Cafe, Inc. mailing address 417 E Maxwell St, Lexington, Kentucky 40508 hereby declares intentions to apply for a NQ-4 Retail Malt Beverage Drink License and Special Sunday Retail Drink License no later than April 17, 2015. The business to be licensed will be located at 417 E Maxwell St, Lexington, Kentucky 40508, doing business as Kentucky Native Cafe. The Principal Officers are as follows: President, Robin Michler of 439 Marquis Ave, Lexington, Kentucky 40502; Vice President, John Michler of 415 E Maxwell St, Lexington, Kentucky 40508; Secretary, Penina Goldstein of 439 Marquis Ave, Lexington, Kentucky 40502; Shareholder, Claudia Michler of 415 E Maxwell St, Lexington, Kentucky 40508. Any person, association, corporation or body politic may protest the granting of the license by writing the Dept of Alcoholic Beverage Control, 1003 Twilight Trail, Frankfort, KY 40601-8400, within 30 days (KRS 243.430) of the date of this legal publication.

0001647973-01

www.kentucky.gov
info@kentucky.gov

NOTICE SEEKING MWDBE QUALIFIED YOUNG COMPANIES FOR SUBCONTRACT WORK. THE COMPANY MUST MEET ALL STATE AND DOT REQUIREMENTS AND ALL OF THE COMPANY'S DRIVERS MUST HAVE A CLEAN MVR AND CRIMINAL RECORD. BACKGROUND RECORD AND CURRENTLY BE IN A RANDOM DRUG TESTING PROGRAM. QUALIFIED COMPANIES PLEASE REPLY TO: TOM SPURR, PO BOX 12147, LEXINGTON, KY 40592. EEOC

0001648010-01

The Owner is as follows: Owner, Mathias Tanmas of 2837 Coriander Lane, Lexington, KY 40505. Any person, association, corporation or body politic may protest the granting of the license by writing the Dept of Alcoholic Beverage Control, 1003 Twilight Trail, Frankfort, KY 40601-8400 within 30 days (KRS 243.430) of the date of this legal publication.

0001646571-01

NOTICE OF APPLICATION FOR MERGER OF BANKS

Pursuant to Section 18(c) of the Federal Deposit Insurance Act, also known as the Bank Merger Act, notice is hereby given that Kentucky Bank, Fourth and Main Streets, Paris, Kentucky 40361, has made application to the Federal Deposit Insurance Corporation for permission to merge Madison Bank, 1001 Gibson Bay Drive, Suite 101, Richmond, Kentucky 40475, with and into Kentucky Bank. It is contemplated that substantially all offices of the above-named institutions will continue to be operated after the merger.

Any person wishing to comment on this application may file his or her comments in writing with the Regional Director of the Federal Deposit Insurance Corporation at the appropriate FDIC office, 300 South Riverside Plaza, Suite 1700, Chicago, Illinois 60606, not later than April 15, 2015. The non-confidential portions of the application are on file at the appropriate FDIC office and are available for public inspection during regular business hours. Photocopies of the non-confidential portion of the application file will be made available upon request.

0001632174-01

Get the latest UK sports news at **KENTUCKYSPORTS.COM**



DeRoode Street in Lexington, Fayette County, Kentucky, (hereinafter "the Property") and more particularly described in Deed Book 3294 and Page 719. The purpose of the Environmental Covenant is to ensure the protection of human health and the environment by placing restrictions on the subject property to reduce the risk to human health to below the target risk levels for those hazardous wastes, hazardous constituents, substances, pollutants and contaminants that remain on the defined portion of the designated property. No other interest holders have been identified for the Property. The records regarding this matter can be found at the Division of Waste Management public record room located at 200 Fair Oaks Lane, Frankfort KY 40601.

0001646271-01

62.94 ACRES
W/OVER 1,500' ROAD FRONTAGE
Two 31.47 Acre Tracts
(Selling as Whole)
 Residence; 2 Barns w/Stalls; 2 Cattle Feeding Barns; Grain Storage Bin; Shop Building; Pond, City & Well Water; Farm has water system to fields.
Also Selling Some Farm Equipment
OPEN HOUSES & FARM TOURS
 April 8th & 15th (5 to 7pm)
 April 12th (2 to 4pm)
Sale Authorized by
W. Edwin Brady Family Trust
Janet F. Howard, Trustee
 Complete Property Description, List of Items, Pictures, Terms Seen Online!
*** NO BUYERS PREMIUM ***
McConnell Real Estate, Inc.
Bill T. McConnell - Broker/Auctioneer
 859.987.3212 859.806.3212
SoldbyMcRE.com ~ AuctionZip.com/10943

Time for a Yard Sale?

Turn those unwanted items into cash with a Classified ad in the Lexington Herald-Leader!

Receive a free yard sale kit with purchase.

Call 859-233-7878

Water Resources Branch, 200 Fair Oaks, 4th Floor, Frankfort, Kentucky 40601. Phone: (502) 564-3410.

NOTICE SEEKING MWD&E QUALIFIED TOWING COMPANIES FOR SUBCONTRACT WORK. THE COMPANY MUST MEET ALL STATE AND DOT REQUIREMENTS AND ALL OF THE COMPANY'S DRIVERS MUST HAVE A CLEAN MVR AND CRIMINAL BACKGROUND RECORD AND CURRENTLY BE IN A RANDOM DRUG TESTING PROGRAM.
 REPLY TO: TOM SPICER, PO BOX 12347, LEXINGTON, KY. 40582. EEOC

Let us help you sell! with **GRAPHICS**
 859-233-7878

Inc., 9047 Executive Park Drive, Suite 221, Knoxville, TN 37923. A deposit of \$200.00 is required for one set of Contract Documents. All bid deposit checks or drafts shall be made payable to Barge Cauthen & Associates, Inc. Requirements for bid deposit refunds can be found in the expanded Advertisement for Bids bound within the Project Manual

All bidders must be a licensed Mechanical Contractor as per State of Kentucky, Department of Housing, Building & Construction. No bid will be opened unless the outside of the sealed envelope containing the bid provides the following information: the Mechanical Contractor's name, license number, and the date of the license's expiration.

The right is reserved to reject any or all bids or to waive any informalities in the bidding. No bidder may withdraw his bid within 60 days after the actual date of the opening thereof.

A non-mandatory prebid conference will be held at the administrative office of the Housing Authority of Cynthiaiana, 148 Federal Drive, Cynthiaiana, Kentucky, on April 9, 2015 at 10:00 a.m. for the purpose of answering questions bidders may have and to consider any suggestions they may wish to make concerning the project. A walk-through of the project(s) will be held by the Owner following the prebid conference.

HOUSING AUTHORITY OF CYNTHIANA
 Michael Buis, Executive Director
 Date issued: March 25, 2015

TRUCK, Write PO Box 3, Wilmore, KY 40390

Let us help you sell!

with **BOLD WORDS**
 with **GRAPHICS**
 with **GRAY BACKGROUNDS**
 with **BORDERS**

Herald-Leader Classifieds
 Place your ad today!
859-233-7878

MERCHANDISE

Bargains/Super Savers (\$100 or less)
 A New queen mattress & box spring set, still in factory plastic \$99. 859-276-4111

BAKER'S Rack - 4 light brown lattice folding shelves. \$45. 859-368-6541

Cherry Clock Quartz Mantel Like new 224-0337 \$60

New Needlepoint 22" X22" Beautiful Ph859-224-0337 \$40

ROCKER Recliner, tan, great shape. \$55. 859-368-8541

Wood Mantel Clock westminster chimes Ph859-224-0337 \$90

Building Materials

Kitchen cabinets new, \$23K, now \$8K. 859-396-0530 Lex.

Fitness/Sporting Goods

LaFree electric bike \$500, Exc. Cond. 859-272-8585

50% off local deals every day! Sign-up Today at DealCovr.com/TopQualityDirt

Furniture For Sale
 5 PC. Cherry bedroom suite, NEW \$199. 859-276-4111

SOLID WOOD bunk bed in original box \$159. 859-276-4111

Hobbies/Collectibles

ARMORY CARD SHOW Sat 10-5, Sun 11-4, National Guard Armory.

INSTANT CASH paid for Gold, Silver, Coins, Diamonds, Watches, Jewelry, Pocket Watches, Baseball cards, Autographs, Game used items, Bats & Gloves, Trains, Comic Books, Antiques, Old Toys, Artifacts, Slot Cars, Military, Hubs Collections, Entire Estates, We Pick Up and Pay Cash. Scott 513-295-5634

Lawn & Garden Supplies

TOP SOIL 4 sale Top Quality Dirt 859-621-2761

Lawn & Garden Supplies
John Deere F725 Mowers 2 Mowers, \$1000. EA \$4 Deck, Run Good lewisloa1313@gmail.com(859) 227-9253/281-1313

Medical Equipment/Supplies

Jazzy Select Elite powerchair, exc. cond., like new \$2000 859-753-4432

Wanted to Buy

#1 All Autos Wanted! Up to \$526. Same day pick up, free towing. 859-285-6983

\$\$\$ ANY JUNK, used, wrecked or antique cars 859-285-6012

BUYING WWII Axis-Military items Top\$, John, Free appraisals 859-278-2250

Cash for Coins, Pay \$30 for silver dollars, old bottles (empty) buying coins, comic books & baseball cards, military items, estates, old toys, Case knives & what have you? 859-285-6012

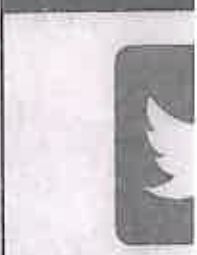
Wanted to Buy
 INSTANT CASH paid for Gold, Silver, Coins, Diamonds, Watches, Jewelry, Pocket Watches, Baseball cards, Autographs, Game used items, Bats & Gloves, Trains, Comic Books, Antiques, Old Toys, Artifacts, Slot Cars, Military, Hubs Collections, Entire Estates, We Pick Up and Pay Cash. Scott 513-295-5634

Misc. Merchandise

Concession trailer s (3) buy 1 or all 3. incl. all equipment \$18,000 for all or can separate. 606-782-3803

kitchen cabinets For Sale: Complete compliment of kitchen cabinets (less counter top) were custom made, also Maytag gas range, and Whirlpool dish washer goes. See at 412 Hickory hill dr. Nicholasville, Ky. dcarter66@windstream.net 859-885-5046

CONNECT



On Twitter: @

NOTICE SEEKING MWDBE QUALIFIED TOWING COMPANIES FOR SUBCONTRACT WORK. THE COMPANY MUST MEET ALL STATE AND DOT REQUIREMENTS AND ALL OF THE COMPANY'S DRIVERS MUST HAVE A CLEAN MVR AND CRIMINAL BACKGROUND RECORD AND CURRENTLY BE IN A RANDOM DRUG TESTING PROGRAM. QUALIFIED COMPANIES PLEASE REPLY TO: TOM SPICER, PO BOX 12347, LEXINGTON, KY. 40582. EEOC **Publish Dates:** 3/28/2015 -4/3/2015 1

**Bluegrass Towing
Drivers List**

Employee	Driver's License #	CDL Class	Job Title
Anies, Clarence G.	A94-392-121	D	Light Duty Driver
Appleman, Jerry T.	A92-422-692	DB	Light Duty Driver
Berryman, Danny L.	B94-569-680	D	Light Duty Driver
Brock, Victor D	B06396517	D	Light Duty Driver
Chenault, Anthony C	C08-757-059	DB	Light Duty Driver
Clark, John	C98-071-912	D	Light Duty Driver
Cruse, Ralph D	C94-599-572	DB	Light Duty Driver
Creech, Richard L	C94-142-312	D	Light Duty Driver
Dunaway, Roger M	D94-588-480	DA	Light Duty Driver
Finch, Christopher J	F89-080-636	DA	Light Duty Driver
Hoover, Marty L	H92-291-698	DB Hazmat	Light Duty Manager / Light Duty Driver
Justus, Daniel W	J95-605-536	D	Light Duty Driver
Knight, Jim	K13-413-364	D	Light Duty Driver
McKimmey, David A	M11-172-140	D	Night Supervisor / Light Duty Driver
Mullins, Paul	M96-779-355	D	Light Duty Driver
Parks, Alvaro J	P95-301-271	D	Light Duty Driver
Turner, Davis	T95-097-460	D	Dispatch Manager/ Light Duty Driver
Turner, William Kevin	T01-649-481	D	Light Duty Driver
Warner, Donald	W95-701-102	DA	Light Duty Driver

LEXINGTON MOTOR GROUP, LLC dba BLUEGRASS TOWING
EQUIPMENT LIST
as of 04/08/2015

VEHICLE TYPE	UNIT #	YEAR	MAKE & DESCRIPTION	VIN
ROLLBACKS	BT11	2012	2012 DODGE RAM 5500 ROLLBACK	3C7WDMDLOCG331612
ROLLBACKS	BT16	2013	NISSAN UD ROLLBACK	JNAL310H7CAN15014
ROLLBACKS	BT17	2013	FREIGHTLINER M2 106 MEDIUM DUTY	1FVACWDT7DHFA4154
ROLLBACKS	BT21	2015	FREIGHTLINER M2 CENTURY ROLLBACK	1FVACWDT8FHGF6723
ROLLBACKS	BT23	2012	FORD F550 with 10' dual tech carrier	1FDUF5GY1CEB62182
ROLLBACKS	RT60	2015	2015 Freightliner Rollback	1FVACWDT0FHGH8117
ROLLBACKS	RT63	2015	2015 Dodge 5500 Rollback	3C7WRMDLXFG554083
SELF LOADER	BT28	2015	Dodge 4500 Self Loader Wrecker	3CYWRKAL5FG554033
SELF LOADER	12	2008	FORD F350 SELF LOADER WRECKER	1FDWF36RX8ED73315
SELF LOADER	BT10	2012	DODGE RAM 4500 SELF LOADER WRECKER	3C7WDKAL1CG15985
SELF LOADER	BT12	2012	DODGE RAM 4500 SELF LOADER WRECKER	3C7WDKAL7cg329722
SELF LOADER	BT14	2013	FORD F450 4X4 SELF LOADER WRECKER	1FDUF4HT2DEA81156
SELF LOADER	BT15	2013	FORD F350 SELF LOADER WRECKER	1FDRF3GT2DEB10091
SELF LOADER	BT18	2013	DODGE 4500 SELF LOADER	3C7WRDAL6D591220
SELF LOADER	BT28	2015	DODGE 4500 SELF LOADER	3C7WRKAL5FG554033
WRECKERS	BT20	2012	FREIGHTLINER M2 106 MEDIUM DUTY	1FVACXDT3CHBJ7299
WRECKERS	BT22	2012	FORD F456 DYNAMIC WRECKER	1FDUF4GY6CEB81871
WRECKERS	BT24	2009	DODGE RAM 5500 LARAMIE WRECKER	3D6WC76L49G526999
WRECKERS	BT25	2012	DODGE 5500 ROLLBACK	3C7WDMDK7CG114042
WRECKERS	BT26	2012	FORD F650 SUPER DUTY WRECKER	3FRNX6FC8CV200628
WRECKERS	BT27	2004	FORD F350 SUPER DUTY LARIAT WRECKER	1FTSX30S54EB40805
TRAILER	96	2006	16' CARGO TRAILER	4YMCL16216G039390
FORKLIFT	FL02	2013	HYSTER H80FT FORKLIFT	S005V02663L

**LEXINGTON MOTOR GROUP LLC,
DBA BLUEGRASS TOWING
5 YEAR LOSS HISTORY**

	WC	AUTO	GL
2014-2015	0	0	0
2013-2014	\$17,181	\$5,957	0
2012-2013	0	\$51,689	0
2011-2012	\$ 4,578	\$28,188	0
2010-2011	0	\$34,750	0

***The above represents a re-cap of losses for our insured, Lexington Motor Group, LLC
dba Bluegrass Towing.**

**MUTUAL UNDERWRITERS INSURANCE
FRANK S. RASSIGA, CIC., AIC.
1404 BROWNS LANE
LOUISVILLE, KY 40207**

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE
03/31/2015

PRODUCER
Mutual Underwriters Ins.
1404 Browns Lane

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

Louisville KY 40207

INSURED
Kentucky Motor Group INC
Lexington Motor Group LLC
2285 Maggard Way
Lexington KY 40511

INSURER A **EMC Insurance Company**
INSURER B
INSURER C
INSURER D
INSURER E

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

NSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Garage Liability GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	3X66986	10/29/2014	10/29/2015	EACH OCCURRENCE \$ 1,000,000 FIRE DAMAGE (Any one fire) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMPROP AGG \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	3X66986	10/29/2014	10/29/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> Garagekeepers	3X66986 up to \$300,000	10/29/2014	10/29/2015	AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY AGG \$
	EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E L EACH ACCIDENT \$ E L DISEASE - EA EMPLOYEE \$ E L DISEASE - POLICY LIMIT \$
A	OTHER On Hook Cargo On Occurrence Form	3X66986	10/29/2014	10/29/2015	\$300,000 Limit Ded 2,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

CERTIFICATE HOLDER

ADDITIONAL INSURED; INSURER LETTER: _____

CANCELLATION

Division of Central Purchasing
200 E Main Street
3rd Floor
Lexington KY 40507

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

**Roberts Heavy Duty Towing Inc
Driver List**

Employee	Driver's License #	CDL Class	Job Title
Adkins, David	A93-473-135	DA	Medium Duty Driver
Baker, John M	B96-772-050	DA	Heavy Duty Supervisor / Driver
Bays, Shane M	B95-674-014	DA	Heavy Duty Driver
Burgett, Jeremy R	B96-776-060	DA	Heavy Duty Driver
Carter, Calvin D.	C07-659-129	DA	Heavy Duty Driver
Conn, Jeffrey P	C01-634-762	D	Shop Manager/ Driver
Edington, Roy	E93-458-527	DA	Heavy Duty Manager / Driver
Edwards, Jeff D.	E94-524-776	DA	Heavy Duty Driver
Frederick, Virgil L	F95-025-053	D	Mechanic
Harney, Joseph B.	H97-964-595	DA	Heavy Duty Driver
Hibbs, David O	H07-648-448	DA	Heavy Duty Driver
Hittle, John W	H00-413-821	DA	Heavy Duty Driver
Lewis, Larry M	L93-360-638	D	Mechanic
Naylor, Robert T	N95-543-900	DA	Escort Driver - Hauling Division
Rison, Timothy	R94-225-094	DB	Dump Truck / Snow Plow Driver
Roberts, Lee	R95-612-085	DMA T	Owner / Heavy Duty Driver
Satterfield, Stacy G	S94-338-096	DA	Heavy Duty Driver
Satterfield, William C	S95-397-188	DA	Heavy Duty Driver
Smith, Jeremy T	S97-047-022	DB	Service Van Driver
Young, Jonathan G.	Y05-349-368	DA	Service Van Driver

**ROBERTS HEAVY DUTY TOWING, INC.
EQUIPMENT LIST
AS OF 04/08/2015**

VEHICLE TYPE	UNIT #	Description	VIN #
Wrecker	RT24	2011 International 35 Ton Tandem Axle Wrecker	1HTCXAPR4BJ282470
Wrecker	RT53	2011 International Lonestar Wrecker	1HTCXAPR3BJ282475
Wrecker	RT49	2014 Freightliner Coronado Red	3ALHGNBG6EDFV8804
Rotator	RT38	2012 Peterbilt 30 Ton Tri Axle Rotator	1NPWL49X4CD147128
Rotator	RT42	2013 Peterbilt 75 Ton Five Axle Rotator	1NPWX4TX1DD186998
Rotator	RT48	2014 Peterbilt 388 Century 1140 Rotator	1NPWX4TX3ED230517
Service Van	RT27	2010 Freightliner Sprinter Van	WDYPE8CC1A5459728
Service Van	RT39	2012 Mercedes-Benz 3500 Sprinter Van	WD3PF4CC9C5626478
Service Van	RT61	2014 Mercedes Benz M3CA170 Sprinter Van	WD3PF4CCXE5858218
Tractor	RT26	2011 Kenworth Tri Axle Tractor	1XKWP4TX2BJ292337
Tractor	RT40	2013 Western Star Tractor	5KJJABDRXDPPFD9634
Tractor	RT59	2015 Kenworth T880 Tractor	1XKZP4TXXFJ441967
Trailer	BG94	2012 TV Landoll	1LH440UH5C1018755
Trailer	BG95	1984 Great Dane Flatbed Trailer	1GRDM9021EJ486806
Trailer	RT25	2011 Landoll 40 Ton Trailer	1LH440WHXB1018083
Trailer		1997 Great Dane 53 ft Dry Van Trailer	
Trailer	RT34	2008 18' Box Trailer	
Trailer	RT35	2012 Landoll 65 Ton Trailer	1LH855WJ2C1C18698
Trailer	RT52	2014 Landoll Trailer	1LH440WH6E1021020
Trailer	RT57	2012 XL Specialized 55 Ton Lowboy Trailer	4U3J05335CL012077
Trailer	RT58	2015 XL Specialized 55 Ton Lowboy Trailer w/ Flip Axle	4U3J05534FL014758



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/31/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Mutual Underwriters Ins. 1404 Browns Lane Louisville KY 40207	CONTACT NAME: FRANK S. RASSIGA	
	PHONE (A/C, No, Ext): (502) 893-2569	FAX (A/C, No): (502) 897-2361
INSURED Roberts Heavy Duty Towing 2285 Maggard Drive Lexington KY 40511	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: KESA	
	INSURER B:	
	INSURER C:	
	INSURER E:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE	\$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
							GENERAL AGGREGATE	\$
							PRODUCTS - COMP/OP AGG	\$
								\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WC100-0017915-2015A	02/24/2015	02/24/2016	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	OTH-ER
							E L EACH ACCIDENT	\$ 2,000,000
							E L DISEASE - EA EMPLOYEE	\$ 2,000,000
							E L DISEASE - POLICY LIMIT	\$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER () - () - Division of Central Purchasing 200 East Main Street, 3rd Fl Lexington KY 40507	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

**ROBERTS HEAVY DUTY TOWING INC
ROBERTS HEAVY DUTY TOWING & RECOVERY LLC**

	<u>WC</u>	<u>AUTO</u>	<u>GL</u>
2014-2015	\$0	\$793.43	\$0
2013-2014	\$0	\$5768.60	\$0
2012-2013	\$0	\$775.84	\$0
2011-2012	\$0	\$10,901.99	\$0
2010-2011	\$0	\$1610.00	\$0

****The above represents a re-cap of losses for our insured, Roberts Heavy Duty Towing Inc.**

**Rob Austin
Austin Insurance
2109 Broadway
Paducah, Ky 42001**

4/1/2015

**Austin Insurance Agency
2109 Broadway St
Paducah, Ky 42001
270-444-6818**

April 7, 2015

**Lexington Fayette Urban County Government
200 East Main Street Room 338
Lexington, KY 40507**

**RE: Roberts Heavy Duty Towing, Inc.
2285 Maggard Drive
Lexington, KY 40511
Bid: #46-2015**

To Whom It May Concern:

Roberts Heavy Duty Towing, Inc. has been approved for a \$25,000 performance bond by Capitol Indemnity Corporation. Please let this letter serve as approval for the performance bond requirement.

Please feel free to call me with any concerns or questions at 270-444-6818.

Sincerely,

A handwritten signature in black ink, appearing to read "Rob Austin". The signature is fluid and cursive, with a prominent initial "R" and "A".

**Rob Austin
President**

ATTACHMENT TO BID 46-2015

SECTION 3.5.12

ROBERTS HEAVY DUTY TOWING, INC. HAS ONLY ONE SUB-CONTRACTOR:

LEXINGTON MOTOR GROUP, LLC DBA BLUEGRASS TOWING

2285 MAGGARD DRIVE

LEXINGTON, KY 40511

THEIR CERTIFICATE OF INSURANCE, EQUIPMENT LIST AND DRIVER LIST ARE ANNEXED TO THIS BID.

ATTACHMENT TO BID 46-2015

SECTION 4.6.2

FACILITIES

PERMANENT LOT

1. ROBERTS HEAVY DUTY TOWING, INC.
2285 MAGGARD DRIVE
LEXINGTON, KY 40511

OVERFLOW LOT IF NEEDED

2. ROBERTS HEAVY DUTY TOWING, INC.
1001 MANCHESTER STREET
LEXINGTON, KY 40508

PECCO, Inc.

Providers of Environmental Services

PERDUE ENVIRONMENTAL CONTRACTING COMPANY INC.

250 Etter Drive

Nicholasville, KY 40356

• Phone: 859-887-5508 • Toll Free: 877-543-9590 • Fax: 859-887-5610

April 8, 2015

Mr. Todd Slatin
Division of Central Purchasing
Lexington-Fayette Urban County Government
200 East Main Street
Lexington, KY 40507

Mr. Todd Slatin,

This letter serves as confirmation that Lexington Motor Group, LLC dba Bluegrass Towing is provided a key to our equipment storage yard and is authorized to enter our yard on a 24-hour basis. They have also been given permission to remove any equipment from our storage lot that is needed for their disposal for rental purposes.

Best Regards



Linda Perdue
Admin Asst
Perdue Environmental
PECCO



181 Lisle Industrial Avenue
Lexington, KY 40511
Phone: (859)254-0188
Fax: (859)253-1823

Mr. Todd Slatin
Division of Central Purchasing
Lexington-Fayette Urban County Government
200 East Main Street
Lexington, KY 40507

Dear Mr. Slatin,

Please accept this letter as confirmation that Lexington Motor Group, LLC dba Bluegrass Towing maintains a key to our equipment storage yard and is authorized to enter our yard on a 24-hour basis and remove any equipment which they desire to rent. The attached equipment selection guide details the machinery we generally have available.

Sincerely,

A handwritten signature in blue ink, appearing to read "Bart Gabbard". The signature is fluid and cursive, with a long horizontal stroke at the end.

Bart Gabbard

Rental Manager

04/7/2015