

Lexington-Fayette Urban County Government

Lexington, Kentucky
Horse Capital of the World

Division of Central Purchasing

Date of Issue: October 14, 2014

INVITATION TO BID # 169-2014 Towing of LFUCG Owned Vehicles

Bid Opening Date: October 28, 2014 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
Address: N/A

Pre Bid Time: 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 10/28/2014. 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 X No *Cashier Check, Certified Check, Bid Bond (Personal checks and company checks will not be acceptable).*

Performance Bond Required: ___ Yes X No

<u>X</u> Bid Specifications Met		<u> </u> Exceptions to Bid Specifications. <i>Exceptions shall be itemized and attached to bid proposal submitted.</i>	<u> </u> days after acceptance of bid.
		<u> </u> Yes	<u> </u> No

Check One:

Proposed Delivery:

Procurement Card Usage—The Lexington-Fayette Urban County Government may be using Procurement Cards to purchase goods and services and also to make payments. Will you accept Procurement Cards? Yes No

Submitted by: ROBERTS HEAVY DUTY TOWING, INC.

Firm Name

2885 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) 294-5566

Area Code - Phone – Extension

(859) 254-0110

Fax #

LEEROBERTS@ROBERTSHEAVYDUTYTOWING.COM

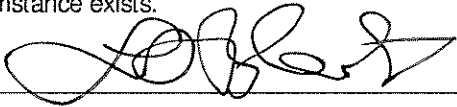
E-Mail Address

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 27 TH day of OCTOBER, 2014.

My Commission expires: 01/04/2018


NOTARY PUBLIC, STATE AT LARGE

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

ROBERTS HEAVY DUTY TOWING, INC.

1001 MANCHESTER STREET

LEXINGTON, KY 40508

859-233-9711

October 27, 2014

DIVISION OF CENTRAL PURCHASING

200 Main Street

3rd Floor

Lexington, KY 40506-0005

Re: Towing of LFUCG Owned Vehicles Bid # 169-2014


To Whom it May Concern:

Roberts Heavy Duty Towing, Inc (**RHDT**) and it's Sub-contractor, Lexington Motor Group LLC, dba Bluegrass Towing (**BGT**), respectfully submit the attached Bid Proposal. Both companies are owned by Lee D. Roberts and RHDT will be providing the heavy and medium duty towing and BGT will be providing the light duty towing.

It is our understanding that we will be able to invoice LFUCG under either Company name.

Respectfully

Lee D. Roberts

A handwritten signature in black ink, appearing to read 'L. Roberts', written in a cursive style.

Owner

Lexington Motor Group, LLC dba Bluegrass Towing

Roberts Heavy Duty Towing, Inc

"SERVICE WITHOUT COMPROMISE"

Offeror Communication

Primary contact: Lee D. Roberts
Mailing address: 2885 Maggard Drive, Lexington, KY 40511
Telephone number: 859-294-5566(Roberts Heavy Duty Towing, Inc.)
859-233-9711(Bluegrass Towing)
Fax number: 859-2540110 (Roberts Heavy Duty Towing, Inc.)
859-252-7789 (Bluegrass Towing)
E-mail address: leeroberts@robertsheavydutytowing.com
Additional contact: Sandra Evans sandie@bluegrasstowing.com
Amy Tate Amy@bluegrasstowing.com

INFORMATION IN THIS PROPOSAL IS PROVIDED BY THE FOLLOWING COMPANIES OWNED BY

LEE D ROBERTS:

ROBERTS HEAVY DUTY TOWING, INC.

SUBCONTRACTOR--

LEXINGTON MOTOR GROUP, LLC DBA BLUEGRASS TOWING IS THE OPERATING BUSINESS (AND WILL BE REFERRED TO IN THIS PROPOSAL AS "BLUEGRASS TOWING") AND KENTUCKY MOTOR GROUP, INC. OWNS THE EQUIPMENT (THE INSURANCE CERTIFICATE IS IN THIS NAME)

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 HAVE ALEADY PRICED CONTRACTS WITH BOTH PRINCIPALS.**

II. Bid Conditions

- A. No bid may be withdrawn for a period of sixty (60) days after the date and time set for opening.
- B. No bid may be altered after the date and time set for opening. In the case of obvious errors, the Division of 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 # 169-2014 Towing of LFUCG Owned Vehicles”

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 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)
 - (xx) 1. Prices quoted in response to the Invitation shall be firm prices for the first 90 days of the Procurement Contract. After 90 days, prices may be subject to revision and such changes shall be based on general industry changes. Revision may be either increases or decreases and may be requested by either party. There will be no more than one (1) price adjustment per quarter. Requests for price changes shall be received in writing at least twenty (20) days prior to the effective date and are subject to written acceptance before becoming effective. Proof of the validity of a request for revision shall be responsibility of the requesting party. The Lexington-Fayette Urban County Government shall receive the benefit of any decline that the seller shall offer his other accounts.
 - () 2. No provision for price change is made herein. Prices are to be firm for the term of this contract.
 - () 3. Procurement Level Contract
- C. If any contract item is not available from the vendor, the Lexington-Fayette Urban County Government, at its option, may permit the item to be back-ordered or may procure the item on the open market.
- D. All invoices must bear reference to the Lexington-Fayette Urban County Government Purchasing document numbers which are being billed.
- E. This contract may be canceled by the Lexington-Fayette Urban County Government if it is determined that the Bidder has failed to perform under the terms of this agreement, such cancellation to be effective upon receipt of written notice of cancellation by the Bidder.
- F. No substitutions for articles specified herein may be made without prior approval of the Division of Central Purchasing.

EQUAL OPPORTUNITY AGREEMENT

The Law

- Title VII of the Civil Rights Act of 1964 (amended 1972) states that it is unlawful for an employer to discriminate in employment because of race, color, religion, sex, age (40-70 years) or national origin.
- Executive Order No. 11246 on Nondiscrimination under Federal contract prohibits employment discrimination by contractor and sub-contractor doing business with the Federal Government or recipients of Federal funds. This order was later amended by Executive Order No. 11375 to prohibit discrimination on the basis of sex.
- Section 503 of the Rehabilitation Act of 1973 states:

The Contractor will not discriminate against any employee or applicant for employment because of physical or mental 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

LFUCG. Payment for those goods and services shall not be unreasonably withheld.

13. **Assignment of Contract:** The selected bidder(s) shall not assign or subcontract any portion of the bid contract with LFUCG without the express written consent of LFUCG. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that LFUCG shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of LFUCG.
14. **No Waiver:** No failure or delay by LFUCG in exercising any right, remedy, power or privilege hereunder, nor any single or partial exercise thereof, nor the exercise of any other right, remedy, power or privilege shall operate as a waiver hereof or thereof. No failure or delay by LFUCG in exercising any right, remedy, power or privilege under or in respect of this bid proposal or bid contract shall affect the rights, remedies, powers or privileges of LFUCG hereunder or shall operate as a waiver thereof.
15. **Authority to do Business:** Each bidder must be authorized to do business under the laws of the Commonwealth of Kentucky and must be in good standing and have full legal capacity to provide the goods or services specified in the bid proposal. Each bidder must have all necessary right and lawful authority to submit the bid response and enter into the bid contract for the full term hereof including any necessary corporate or other action authorizing the bidder to submit the bid response and enter into this bid contract. If requested, the bidder will provide LFUCG with a copy of a corporate resolution authorizing this action and/or a letter from an attorney confirming that the proposer is authorized to do business in the Commonwealth of Kentucky. All bid responses must be signed by a duly authorized officer, agent or employee of the bidder.
16. **Governing Law:** This bid request and bid contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. In the event of any proceedings regarding this matter, the bidder agrees that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division and that the bidder expressly consents to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to these matters or any rights or obligations arising thereunder.
17. **Ability to Meet Obligations:** Bidder affirmatively states that there are no actions, suits or proceedings of any kind pending against bidder or, to the knowledge of the bidder, threatened against the bidder before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of bidder to perform its obligations under this bid response or bid contract, or which question the legality, validity or enforceability hereof or thereof.
18. Bidder understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for any purpose whatsoever. Bidder is an independent contractor at all times related to the bid response or bid contract.
19. If any term or provision of this bid contract shall be found to be illegal or unenforceable, the remainder of the contract shall remain in full force and such term or provision shall be deemed stricken.


Signature


10/27/2014
Date

WORKFORCE ANALYSIS FORM

Name of Organization: ROBERTS HEAVY DUTY TOWING, INC.

Date: 10 / 27 / 2014

Categories	Total	White		Latino		Black		Other		Total	
		M	F	M	F	M	F	M	F	M	F
Administrators	1	1								1	
Professionals											
Superintendents											
Supervisors	2	2								2	
Foremen											
Technicians	2	2								2	
Protective Service											
Para-Professionals											
Office/Clerical	3	1	2							1	2
Skilled Craft	11	11								11	
Service/Maintenance	1	1								1	
Total:	20	18	2							18	2

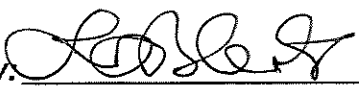
Prepared by: , PRESIDENT
 Name & Title

WORKFORCE ANALYSIS FORM

Name of Organization: LEXINGTON MOTOR GROUP, LLC d.b.a. BLUEGRASS TOWING

Date: 10 / 27 / 2014

Categories	Total	White		Latino		Black		Other		Total	
		M	F	M	F	M	F	M	F	M	F
Administrators	2	1	1							1	1
Professionals	1		1								1
Superintendents											
Supervisors	3	3								3	
Foremen	1	1								1	
Technicians											
Protective Service											
Para-Professionals											
Office/Clerical	11		7				4				11
Skilled Craft	16	13		1		1		1		16	
Service/Maintenance	7	6		1						7	
Total:	41	24	9	2		1	4	1		28	13

Prepared by: , PRESIDENT
 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	tyra@commercelexington.com	859-226-1625
Tri-State Minority Supplier Diversity Council	Sonya Brown	sbrown@rsmcdc.com	502-625-0137
Small Business Development Council	Dee Dee Harbut UK SBDC	ddharbut@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 # 169-2014

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

10/27/2014
Date

PRESIDENT
Title



LFUCG MWDBE SUBSTITUTION FORM


Bid/RFP/Quote Reference # 169-2014

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


Company Representative

10/27/2014
Date

PRESIDENT
Title



MWDBE QUOTE SUMMARY FORM

Bid/RFP/Quote Reference # 169-2014

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

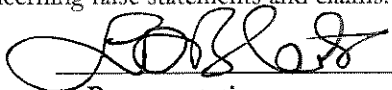
Company Name	Contact Person
Address/Phone/Email	Bid Package / Bid Date

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


Company Representative

10/27/2014
Date

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 # 169-2014
 Total Contract Amount Awarded to Prime Contractor for this Project _____

Project Name/ Contract # 169-2014 Towing of LFUCG Owned Vehicles	Work Period/ From: _____ To: _____
Company Name: Roberts Heavy Duty Towing, Inc.	Address: _____
Federal Tax ID: 20-8251564	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

10.27.2014 _____
 Date PRESIDENT

Date

Title

LFUCG STATEMENT OF GOOD FAITH EFFORTS

Bid/RFP/Quote # 169-2014

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. **Lexington Herald Leader & Herald Leader @ Kentucky.com**
- 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 that 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.

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

10/27/2014
Date

PRESIDENT
Title

Lexington-Fayette Urban County Government
Division Facilities and Fleet Management
Bid #169-2014 Towing of LFUCG Owned Vehicles

The Lexington-Fayette Urban County Government is accepting quotes for Towing of LFUCG Owned Vehicles as per the following specifications:

Specifications: Towing of LFUCG Owned Vehicles

1.0 Scope and Classification

These specifications describe requirements of the Lexington-Fayette Urban County Government for safely towing LFUCG owned 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 Inoperable due to equipment failure.

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.
- 2.2 Kentucky Revised Statutes 189.754 and 376.275.
- 2.3 Federal Motor Carrier Safety Regulations

3.0 Requirements

- 3.1 Contractor shall tow LFUCG owned vehicles, at the request of the Division of Facilities and Fleet Management and/or other LFUCG Division 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 24 hours per day, seven days per week.

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

3.5 Equipment Requirements

3.5.1 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.

3.5.2 Contractor shall have available wreckers with chassis weight of one ton (minimum), specifically designed to tow automobiles, pick-up trucks and one-ton trucks.

3.5.3 Contractor of the heavy equipment towing section shall have at least one (1) wrecker with towing capacity up to 65,000 GVW.

3.5.4 Each unit shall be equipped with an air supply for tire inflation.

3.5.5 Each unit shall be equipped with at least one (1) four-ton capacity motor-driven winch.

3.5.6 Each unit shall be capable of towing imported automobiles and pick-up trucks, and other vehicles not designed to be towed by conventional techniques.

3.5.7 One (1) unit may be equipped with a permanent cradle.

3.5.8 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).

3.5.9 Contractor of the heavy equipment towing section must have at least one (1) roll-back truck or "low-boy" trailer suitable for hauling large

off-road equipment and large trucks which cannot be towed.

3.6 All units used in performance of this contract shall be radio-dispatched.

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.

3.8 Indemnity, Insurance and Bonding

3.8.1 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.

3.8.2 Contractor understands and agrees to indemnify and save harmless the Lexington-Fayette Urban County Government, its 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 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 upon notice from the Urban County Government.

3.8.3 Contractor shall procure and maintain throughout the term, during any period of service prior or after thereto, naming the Lexington-Fayette Urban County Government, its 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, 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 an aggregate of not less than \$3,000,000 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: Comprehensive Auto Liability code 1, "any auto," with combined single limits of not less than \$1,000,000 per occurrence, including On Hook-Cargo and Garage Keepers Liability.

- 3.8.4 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 \$1,000,000.
- 3.8.5 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.
- 3.8.6 Failure to comply with this Section shall constitute an event of default under this Contract.
- 3.8.7 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.

- 3.8.8 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.
- 3.8.9 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.
- 3.8.10 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.
- 3.8.11 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.
- 3.9.11 Contractor shall respond, under normal traffic conditions, to any request made by the Division of Facilities and Fleet Management and/or other LFUCG Division 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 Proposal is accepted by 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.

4.3 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 1 year from the date of acceptance of a proposal by the Urban County Council. The contract may be renewed for an additional term of 1 year at the same terms and conditions, provided that both parties agree to such renewal, in writing prior to the expiration of the original contract term.

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 best 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 A list of subcontractors 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 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.

4.9 Proposer shall provide all information requested below for towing vehicles owned by the Lexington-Fayette Urban County Government:

I. Light Equipment Towing within Fayette County

A. Automobiles and Pickups

\$ 50.00 each

B. Half Ton & Three Quarter Ton Vans

\$ 50.00 each

C. One Ton Vans and Trucks

\$ 65.00

D. Emergency Medical Units & Paddy Wagons

\$ 85.00 each

E. Rate per Hour for wrecker services other than towing; for example, disconnect drive shaft in order to tow, cleaning up broken glass after accident

\$ 55.00 per hour

II. Light Equipment Towing from Kentucky Counties contiguous to Fayette County

A. Automobiles and Pickups

\$ 120.00 each

B. Half Ton & Three Quarter Ton Vans

\$ 120.00 each

C. One Ton Vans and Trucks

\$ 120.00 each

D. Rate per Hour for wrecker service other than towing; for example, disconnect drive shaft in order to tow, cleaning up broken glass after accident

\$ 55.00 per hour

II. Light Equipment Towing from Kentucky Counties non-contiguous to Fayette County and including out of State

A. Automobiles and Pickups

\$ 58.00 + \$3.00 per loaded each
mile

B. Half Ton & Three Quarter Ton Vans

\$ 58.00 + \$3.00 per loaded each
mile

C. One Ton Vans and Trucks

\$ 58.00 + \$3.00 per loaded each
mile

D. Rate per Hour for wrecker service other than towing; for example, disconnect drive shaft in order to tow, cleaning up broken glass after accident

\$ 55.00 per hour

III. Heavy Equipment Towing Within Fayette County

A. Single Axle Dump Trucks

\$ 150.00 each

B. Tandem Axle Dump Trucks

\$ 150.00 each

C. Front, Side & Rear Loading Refuse Trucks

\$ 200.00 each

D. Fire Trucks

1. 12,000 - 20,000 GVW

\$ 150.00 each

2. 21,000 - 30,000 GVW

\$ 175.00 each

3. 31,000 - 50,000 GVW

\$ 200.00 each

4. 51,000 GVW and above

\$ 200.00 each

E. Rate per Hour for wrecker service other than towing; for example, disconnect drive shaft in order to tow, cleaning up broken glass after accident

\$ 175.00 per hour (1 hour minimum)

F. Rate for hauling large vehicles via trailer or truck which cannot be towed otherwise

\$ 150.00 each

4.10 Proposer shall provide all information requested below for other non-towing services required by vehicles owned by the Lexington-Fayette Urban County Government:

4.10.1 Light Equipment Service Calls within Fayette County

A. Inflate tire

\$ 40.00 _____ each

B. Change tire (vehicle with spare tire)

\$ 40.00 _____ each

C. Jump start

\$ 40.00 _____ each

D. Other service calls (unlock locked vehicle, etc.)

No Charge for Lockouts.

\$ 40.00 for "other" services _____ each

**4.10.2 Light Equipment Service Calls from Kentucky Counties
contiguous to Fayette County**

A. Inflate tire

\$ 100.00 _____ each

B. Change tire (vehicle with spare tire)

\$ 100.00 _____ each

C. Jump start

\$ 100.00 _____ each

D. Other service calls (unlock locked vehicle, etc.)

\$ 100.00 _____ each

No charges other than those requested herein shall be considered or accepted.

5.0 Exception Section

Exception form below shall be used for noting any exception taken with any specification within the bid. Bidder shall indicate the specification number that an exception is being taken and describe the exception.

Specification number	Exception Noted
4.9 II	Outside Contiguous Counties - A, B, C, - additional loaded mileage
4.9 III	Heavy Equipment Towing within Fayette County - E 1 Hour Minimum
4.10.2	Light Equipment Service Calls in Fayette County - D - \$40 for "other" services except No Charge for lockouts.

ATTACHMENTS

1. Good faith efforts to secure MWDBE certified businesses as Subcontractor –copies of advertising and newspaper “tear” sheet, e-mails to LFUCG provided list, Copy of Letter to MBE identified Towing Company
2. Documentation regarding LFUCG provided MBE, WBE AND DBE certified businesses and responses we received.
3. Equipment lists for Roberts Heavy Duty Towing, Inc. and Lexington Motor Group, LLC dba Bluegrass Towing.
4. Insurance Certificates for Roberts Heavy Duty Towing, Inc. and Lexington Motor Group, LLC dba Bluegrass Towing.
5. 5 year loss schedule for Roberts Heavy Duty Towing, Inc. and Lexington Motor Group, LLC dba Bluegrass Towing.
6. Business Occupational Licenses and Kentucky Annual Report for Roberts Heavy Duty Towing, Inc. and Lexington Motor Group, LLC dba Bluegrass Towing.

STATEMENT REGARDING GOOD FAITH EFFORTS TO CONTACT CERTIFIED MBE AND WBE BUSINESSES:

On October 16th, an e-mail was sent to the list provided in the contract.

From these contacts, one MBE was identified in the Fayette County Area. We contacted Slim's Towing's owner, DeWayne Hogan, by letter (see attached) and a copy of the Bid Specifications was attached.

Dewayne Hogan came to Bluegrass Towing on 10-23-2014 and we discussed the Bid process and assistance was offered to help him understand the qualifications required by the contract. He advised he was not able (at this time) to meet some of the qualification requirements to be added as a Sub-contractor as listed below:

1. The Company does not have the insurance level required by the contract regarding Worker's Compensation and Liability Insurance
2. The Company's units are not radio dispatched.

We also received an e-mail from Paula Weglarz, Finance EEOCC, with Ky.gov. and she identified another web site for us to explore. There were no towing companies listed on the site. (see attached)

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	dharbut@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

Sandie Evans

From: Sandie Evans [sandie@bluegrasstowing.com]
Sent: Thursday, October 16, 2014 4:03 PM
To: 'mclark@lexingtonky.gov'; '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'

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: Marilyn Clark [mclark@lexingtonky.gov]
Sent: Thursday, October 16, 2014 4:33 PM
To: Sandie Evans
Subject: Re:

There was an African American owned towing company at the Expo. I will find their information when I return to the office tomorrow.

Sent from my iPhone

On Oct 16, 2014, at 4:03 PM, "Sandie Evans" <sandie@bluegrasstowing.com> wrote:

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: Marilyn Clark [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

ROBERTS HEAVY DUTY TOWING, INC.
1001 MANCHESTER STREET
LEXINGTON, KY 40508
859-233-9711

October 22, 2014

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

Re: Sub-contractor solicitation for Towing of LFUCG OWNED Vehicles Bid#169-2014

Dear M. Hogan:

You have been identified as a MBE located in Fayette County. As part of our bid for the Towing of LFUCG OWNED Vehicles, 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 OWNED vehicles 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. (your equipment requirements would be extra trucks to be used as needed but 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 Monday, October 27th.


Sincerely,

Roberts Heavy Duty Towing, Inc.

Sandra M. Evans
Manager
859-233-9711

Attachments

Hand Delivered by Marty Hoover

Rec'd By
Slim's Towing

Date 10/23/14

"SERVICE WITHOUT COMPROMISE"

Sandie Evans

From: Weglarz, Paula (Finance EEOCC) [paula.weglarz@ky.gov]
Sent: Thursday, October 16, 2014 4:09 PM
To: sandie@bluegrasstowing.com
Subject: MWBE List

Ms. Evans:

Attached please find the link to our MWBE Certified Businesses:

[http://mwbe.ky.gov/Documents/2014/MWBE%20Certified%20Listing_%20\(2\).xls](http://mwbe.ky.gov/Documents/2014/MWBE%20Certified%20Listing_%20(2).xls)

Paula M. Weglarz
Finance & Administration Cabinet
Office of EEO/Contract Compliance
702 Capital Avenue, Room 395
Frankfort, KY 40601
Phone: 502-564-2874
Fax: 502-564-1055
paula.weglarz@ky.gov

No Towing Companies
listed on this website

**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

Sandie Evans

From: Sandie Evans [sandie@bluegrasstowing.com]
Sent: Wednesday, October 22, 2014 11:56 AM
To: 'hlegal ads, LEX'
Subject: RE: Legal Services Ad

Thanks

From: bjarvis@herald-leader.com [mailto:bjarvis@herald-leader.com] **On Behalf Of** hlegal ads, LEX
Sent: Wednesday, October 22, 2014 11:55 AM
To: Sandie Evans
Subject: Re: Legal Services Ad

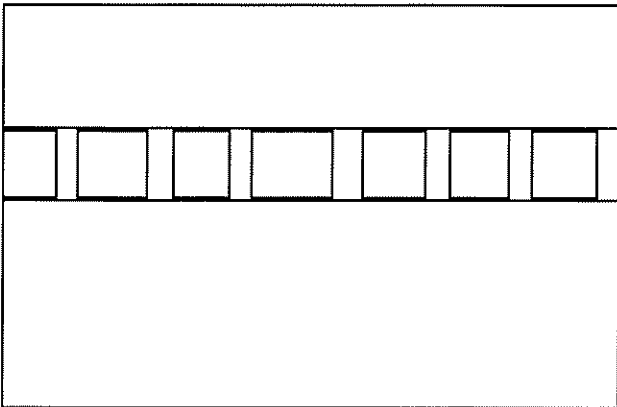
Hi Sandie -

Your receipt of payment is attached. Your ad is scheduled for tomorrow, Thursday, October 23, in print, as well as 7 days, starting tomorrow, online.

Thank you,

Barbara Jarvis

Lexington Herald-Leader
Advertising Sales Associate
Legal Advertising
859-231-1460 (direct)
859-231-1389 (fax)



On Wed, Oct 22, 2014 at 11:37 AM, Sandie Evans <sandie@bluegrasstowing.com> wrote:
Can you edit this e-mail to include that as part of the ad it will also be running for a 7 day period online. Is there any notification tear sheet regarding the on-line portion? This is part of the qualifications for this Contract and I need proof that I have run the ad in 2 places.

The credit card info is:

Mastercard 5589 6710 0790 9803 expir 11/15 V code 524

Thanks for your help.

Sandie Evans
859-233-9711

-----Original Message-----

From: LEX-Jarvis, Barbara [mailto:hllegalads@herald-leader.com]

Sent: Wednesday, October 22, 2014 11:20 AM

To: sandie@bluegrasstowing.com

Cc: hllegalads@herald-leader.com

Subject: RE: Legal Services Ad

Hi Sandie -

Your ad is scheduled for tomorrow, Thursday, October 23. The total cost for this ad will be \$108.60. Pre-payment is required before 12:30 today, Wednesday, October 22, in order to make tomorrow's edition. We accept Visa, Mastercard, American Express and Discover by return email or by phone at [859-231-1460](tel:859-231-1460). You may choose to send the payment in the form of a check or money order via USPS, UPS or FedEx to: Lexington Herald- Leader, 100 Midland Ave, Lexington, KY 40508, Attn: Barbara Jarvis.

Please note that if you mail the payment the ad cannot run until payment is received. An affidavit of publication and a tearsheet for each day will be sent after the ad runs. Your confirmation copy is attached. Please take a look at the confirmation to make sure that the ad is correct. Any changes to your ad must be made before 12:30 the day prior to publication. Please let me know if there is anything else I can do for you.

Thank you,
Barbara

Payment Receipt

Thank You for Payment

Wednesday, October 22, 2014

Transaction Type: **Payment**

Ad Number: **0001357812**

Apply to Current Order: **Yes**

Payment Method: **Credit Card**

Bad Debt: **-**

Credit Card Number: **XXXXXXXXXXXXXXXX9803 - MC**

Credit Card Expire Date: **November 2015**

Payment Amount: **\$108.60**

Amount Due: **\$0.00**

Reference Number:

Charge to Company: **Lexington**

Category: **Classified**

Credit to Transaction Number:

Invoice Text:

Invoice Notes:

Customer Type: **Commercial**

Customer Category: **Miscellaneous**

Customer Status: **Active**

Customer Group: **Local**

Customer Trade: **None**

Account Number: **171266**

Phone Number: **8592339711**

Company / Individual: **Company**

Customer Name: **BLUEGRASS TOWING
BG TOWING**

Customer Address: **1001 MANCHESTER ST**

LEXINGTON, KY 40508 USA

Check Number:

Routing Number:

LEXINGTON
HERALD-LEADER
 kentucky.com



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 MBE OR WBE 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

0001357812-01

PO Number **Payment Method** **Blind Box**

Tear Sheets **Proofs** **Affidavits**
 1 1 0

Net Amount **Tax Amount** **Total Amount**
 \$108.60 \$0.00 \$108.60

Payment Amt **Amount Due**
 \$0.00 \$108.60

Ad Number **Ad Size** **Color**
 0001357812-01 1.0 X 30 Li <NONE>

Product Information **# Inserts** **Cost**

Placement/Classification

Run Dates

Run Schedule Invoice Text

LEX-Herald-Leader:Print: 1 \$108.60
 0300 - Legals Classified
 10/23/2014
 NOTICE SEEKING MBE OR WBE QUALIFIED TOWING COMPANIE

Legal Notices - Lexington Herald - 10/23/2014

<input type="checkbox"/>	Notice Summary	Posting Date
<input type="checkbox"/>	Invitation to Bid-Notice is hereby given by the Lexington-Fayette	10/23/2014
<input type="checkbox"/>	NOTICE Matt's Auto Repair, LLC, 10094 Morehead Rd, Wallingford,	10/23/2014
<input type="checkbox"/>	Invitation to Bid-Notice is hereby given by the Lexington-Fayette	10/23/2014
<input type="checkbox"/>	NOTICE SEEKING MBE OR WBE QUALIFIED TOWING COMPANIES FOR SUBCONT	10/23/2014
<input type="checkbox"/>	Sheriff's Sale By virtue of Order of Sale to me directed, whi	10/22/2014
<input type="checkbox"/>	NOTICE OF PUBLIC HEARING The Public Service Commission of Kentucky	10/22/2014
<input type="checkbox"/>	Invitation to Bid-Notice is hereby given by the Lexington-Fayette	10/21/2014

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Notice Type

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To:

October 2014						
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			1	2	3	4
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**STATE OF KENTUCKY
COUNTY OF FAYETTE**

Before me, a Notary Public, and for said County and State, this 24th day
of October, 2014 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

October 23, 2014 carried the advertising

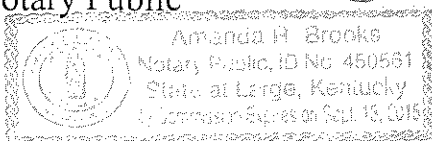
of Bluegrass Towing

occupying the following space 2.31 inches.

By Barbara Jarvis

(SEAL)

Amanda H. Brooks
Notary Public



EQUIPMENT / TRUCK LIST AS OF 10/28/14

RT32	Flatbed	2007 Ford F450 Flatbed Truck	1FDXF46P67EA87338
RT38	Rotator	2012 Peterbilt 30 Ton Tri Axle Rotator	1NPWL49X4CD147128
RT42	Rotator	2013 Peterbilt 75 Ton Five Axle Rotator	1NPWX4TX1DD186998
RT48	Rotator	2014 Peterbilt 388 Century 1140 Rotator	1NPWX4TX3ED230518
RT27	Service Van	2010 Freightliner Sprinter Van	WDYPE8CC1A5459728
RT39	Service Van	2012 Mercedes-Benz 3500 Sprinter Van	WD3PF4CC9C5626478
RT12	Tractor	1996 Western Star Tandem Axle Tractor	2WKPDCXH6TK943800
RT26	Tractor	2011 Kenworth Tri Axle Tractor	1XKWP4TX2BJ292337
RT37	Tractor	1995 Peterbilt 25 Ton Tandem Axle Tractor	1XP5DB9X2SN391998
RT40	Tractor	2013 Western Star Tractor	5KJJABDRXDPPFD9634
RT49	Tractor	2014 Freightliner Coronado Red	3ALHGNBG6EDFV8800
RT59	Tractor	2015 Kenworth T880 Tractor	1XKZP4TXXFJ441967
RT15	Trailer	2004 Trail King 55 Ton Trailer	1TKJ053384B105086
RT25	Trailer	2011 Landoll 40 Ton Trailer	1LH440WHXB1018088
	Trailer	1997 Great Dane 53 ft Dry Van Trailer	
RT34	Trailer	2008 18' Box Trailer	
RT35	Trailer	2012 Landoll 65 Ton Trailer	1LH855WJ2C1C18698
	Trailer	2013 Hurricane Cargo 28' Enclosed Car Hauler	53K852826DF010008
RT52	Trailer	2014 Landoll Trailer	1LH440WH6E1021020
RT57	Trailer	2012 XL Specialized 55 Ton Lowboy Trailer	4U3J05335CL012077
RT58	Trailer	2015 XL Specialized 55 Ton Lowboy Trailer w/ Flip	4U3J05534FL014758



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/27/2014

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).

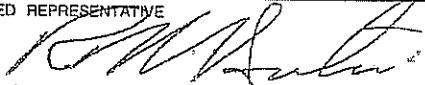
PRODUCER AUSTIN INSURANCE 2109 Broadway Paducah, KY 42001	CONTACT NAME: ROB AUSTIN	
	PHONE (A/C No, Ext): (270)444-6818	FAX (A/C, No): (270)444-6809
	E-MAIL ADDRESS: austin_ins@hotmail.com	
	INSURER(S) AFFORDING COVERAGE	NAIC#
INSURED ROBERTS HEAVY DUTY TOWING, INC. ROBERT'S HEAVY DUTY TOWING & RECOVERY, L P.O. BOX 12347 LEXINGTON, KY 40582 859-699-5588	INSURER A: Atlantic Specialty Insurance	27154
	INSURER B: KENTUCKY AGC	21172
	INSURER C: American Alternative Insurance Corp.	19720
	INSURER D:	
	INSURER E:	
	INSURER F:	

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			613-00-02-23-0001	08/30/14	08/30/15	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			613-00-02-23-0001	08/30/14	08/30/15	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			60A2UB0003826-03	8/30/14	8/30/15	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			19382-0	01/01/2014	12/31/2014	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 4,000,000 E.L. DISEASE - EA EMPLOYEE \$ 4,000,000 E.L. DISEASE - POLICY LIMIT \$ 4,000,000
A	ON HOOK/CARGO			613-00-02-23-0001	8/30/14	08/30/15	LIMIT \$500,000 \$1,000 DED
A	GARAGEKEEPERS			613-00-02-23-0001	8/30/14	08/30/15	LIMIT \$500,000

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

CERTIFICATE HOLDER LEXINGTON-FAYETTE URBAN CO. GOVERNMENT 200 MAIN STREET 3RD FLOOR LEXINGTON, KY 40507 FAX 859-252-7789	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 
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**ROBERTS HEAVY DUTY TOWING INC
ROBERTS HEAVY DUTY TOWING & RECOVERY LLC**

	WC	AUTO	GL
2014-2015	\$0	\$0	\$0
2013-2014	\$0	\$616.58	\$0
2012-2013	\$0	\$775.84	\$0
2011-2012	\$0	\$10,901.99	\$0
2010-2011	\$0	\$1610.00	\$0
2009-2010	\$0	\$5810.00	\$0

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

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

Lexington
Fayette
Urban
County
Government
Division of Revenue
200 East Main Street
Lexington, KY 40507



Customer ID: 0015003080
Location No: 1
Date 7/14/2014

BUSINESS OCCUPATIONAL LICENSE

is issued for the period:

2014

ROBERTS HEAVY DUTY TOWING INC
P O BOX 12347

LEXINGTON KY 40582-2347

This license is issued pursuant to Section 13-5 and 13-9, of the Code of Ordinance, Lexington-Fayette Urban County Government (the "Code") and shall not be taken as permission to do business in Fayette County without also having complied with all other requirements of the Code and other local ordinances and regulations. This license is not transferable, and must be renewed annually.

Commonwealth of Kentucky
Alison Lundergan Grimes, Secretary of State

PARP
0654545
Alison Lundergan Grimes
KY Secretary of State
Received and Filed
3/6/2014 6:37:36 PM
Fee receipt: \$15.00

Alison Lundergan Grimes
Secretary of State
P. O. Box 1150
Frankfort, KY 40602-1150
(502) 564-3490
<http://www.sos.ky.gov>

Annual Report
Online Filing

ARP

Company: ROBERTS HEAVY DUTY TOWING, INC.
Company ID: 0654545
State of origin: Kentucky
Formation date: 1/9/2007 12:00:00 AM
Date filed: 3/6/2014 6:37:36 PM
Fee: \$15.00

Principal Office

ROBERTS HEAVY DUTY TOWING, INC.
P.O. BOX 12347
LEXINGTON, KY 40582

Registered Agent Name/Address

DAVID A. FRANKLIN
1001 MONARCH STREET, SUITE 120
LEXINGTON, KY 40513

Current Officers

President Lee D Roberts PO Box 12347 Lexington Ky 40582

Directors

Director Lee D Roberts PO Box 12347 Lexington Ky 40582

Signatures

Signature Lee D Roberts
Title President

**BLUEGRASS TOWING
EQUIPMENT LISTING AND SPECIFICATIONS
AS OF OCTOBER 23, 2014**

<u>SPECIFICATIONS</u>	<u>VEHICLE ID NUMBER</u>	<u>LIC.NO.</u>	<u>TITLE NO.</u>		
<u>WRECKERS</u>					
UNIT# BT10 2012 DODGE RAM 4500 810 VULCAN LOW PROFILE SELF LOADER WRECKER	3C7WDKAL1CG159857	596051	130390340095	WL	(S) (1)
UNIT #12 2008 FORD F350 810 VULCAN LOW PROFILE SELF LOADER AUTOLOADER WRECKER	1FDWF36RX8ED73315	594206	123130090033	WL	(S) (1) (2)
UNIT# BT12 2012 DODGE RAM 4500 810VULCAN LOW PROFILE SELF LOADER AUTOLOADER WRECKER	3C7WDKAL7CG329722	572553	130920340310	WL	(S) (1)
UNIT #BT14 2013 FORD F450 4X4 LOW PROFILE SELF LOADER WRECKER	1FDUF4HT2DEA81156	594023	131610340020	WL	(S) (1)
UNIT #BT15 2013 FORD F350 LOW PROFILE SELF LOADER AUTOLOADER WRECKER	1FDRF3GT2DEB10091	594024	131610340028	WL	(S) (1) (2)
UNIT #BT18 2013 DODGE 4500 LOW PROFILE SELF LOADER	3C7WRKAL6DG591220	597004	133030340445	WL	(S) (1)
UNIT #19 2006 FORD F450 JERR-DAN SELF LOADER & WRECKER	1FDXF46P46ED11298	594207	123140090003	WL	(S) (1)
UNIT#20 2012 FREIGHTLINER MEDIUM DUTY WHEELIFT 14 TON CENTURY BOOM	1FVACXDT3CHBJ7299	648718	133360340462	MD	
UNIT# BT22 2012 FORD F456 DYNAMIC WRECKER	1FDUF4GY6CEB81871			WL	
UNIT #27 2004 FORD F350	1FTSC30S54EB40805	287822	142470342065	WL	

WL—WHEELIFT

RB ROLLBACK

MD MEDIUM DUTY

(S) STRUCTURE TRUCK

(1) WILL FIT IN PS 3, 5, 6, 7 ,8, PARKING STRUCTURES

(2) WILL ALSO FIT IN PS1 AND PS2 PARKING STRUCTURES

PAGE TWO

ROLLBACKS

UNIT #BT11 2012 DODGE RAM 5500 CENTURY STEEL 19' ROLLBACK DECK W/INDEPENDENT WHEELIFT	3C7WDMDL0CG331612	603316	130390340090	RB
UNIT#BT16 2012 NISSAN UD 200 W/VULCAN 22' VULCAN STEEL DECK W/INDEPENDENT WHEEL LIFT	JNAL310H7CAN15014	627498	131770340276	RB
UNIT #BT17 2013 FREIGHTLINER M2 22' CENTURY STEEL DECK W/INDEPENDENT WHEEL LIFT	1FVACWDT7DHFA4154	603267	132420340232	RB
UNIT #BT21 2015 FREIGHTLINER 21 ½ ' CENTURY STEEL DECK W/INDEPENDENT WHEELIFT	1FVACWDT8FHGF6723			RB
UNIT BT23 2012 FORD F550 DUEL TECH CARRIER	1FDUF5GY1CEB62182			RB
UNIT #24 2009 DODGE	3D6WC76L49G526999			RB
UNIT#25 2012 DODGE 5500	307WDMDK7CG114042			RB
UNIT#BT26 2012 FORD BLUE DIAMOND	3FRNX6FC8CV200628			RB
UNIT #33 2008 INTERNATIONAL DURASTAR VULCAN 21' STEEL ROLLBACK DECK W/INDEPENDENT WHEELIFT	1HTJTSKMX8J688573	532684	123180090006	RB

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE
10/27/2014

PRODUCER
Mutual Underwriters Ins.
1404 Browns Lane

Louisville KY 40207

INSURED
Kentucky Motor Group, INC.
DBA Bluegrass Towing
1001 Manchester Street
Lexington KY 40508

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


INSURER A **EMC Insurance Companies 21415**
INSURER B **KESA**
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.

INSR 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 GENL 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 - COMP/OP 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 \$ EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
	EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	15872	01/15/2015	01/15/2016	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> 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
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
 Fax# 859-252-7789 COMPANY A - POLICY CONTINUOUS UNTIL CANCELLED. RE: Lexington-Fayette Urban County Government, its' Agents, Employees and Elected Officials as their interests may appear.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER: _____	CANCELLATION
Lexington Fayette -Urban County 200 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 <u>10</u> 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 

Lexington Motor Group LLC
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



Lexington Fayette Urban County Government
Division of Revenue
200 East Main Street, Lexington KY 40507-1315

2014

CLASS REGULATORY LICENSE FEE
PRIVATE IMPOUND TOWING SERVICE
GOOD THRU DECEMBER 31, 2014

Date: December 17, 2013

Fee	\$200.00
Penalty	
Interest	
Total Due	\$200.00

Account No: 15028268

Business Name: LEXINGTON MOTOR GROUP LLC
Business Address DBA BLUEGRASS TOWING
Business Address 1001 MANCHESTER ST
City, State, Zip LEXINGTON KY 40508 2421

Issued by: TG

FOR OFFICE USE ONLY

Form 67 Revised 10/13

OFFICE COPY

Commonwealth of Kentucky
Alison Lundergan Grimes, Secretary of State

LARP
0837827
Alison Lundergan Grimes
KY Secretary of State
Received and Filed
3/6/2014 6:16:14 PM
Fee receipt: \$15.00

Alison Lundergan Grimes
Secretary of State
P. O. Box 1150
Frankfort, KY 40602-1150
(502) 564-3490
<http://www.sos.ky.gov>

Annual Report
Online Filing

ARP

Company: LEXINGTON MOTOR GROUP, LLC
Company ID: 0837827
State of origin: Kentucky
Formation date: 9/11/2012 12:00:00 AM
Date filed: 3/6/2014 6:16:14 PM
Fee: \$15.00

Principal Office

1001 MANCHESTER STREET
LEXINGTON, KY 40508

Registered Agent Name/Address

DAVID A. FRANKLIN
1001 MONARCH ST.
SUITE 120
LEXINGTON, KY 40513

Members/Managers

Member Kentucky Motor Group Inc 1001 Manchester Street, Lexington, KY 40508

Signatures

Signature Lee D Roberts
Title President