

# BLUEGRASS TOWING SERVICE

1001 MANCHESTER STREET  
LEXINGTON, KENTUCKY 40508  
TEL: (859) 233-9711  
FAX: (859) 252-7789

ANDY ALPHIN  
PRESIDENT

April 8, 2013

Mayor Jim Gray

Vice Mayor Linda Gorton

Members of the Lexington-Fayette Urban County Council

Ladies and Gentlemen:

I have been affiliated with Bluegrass Towing for over 29 years including serving as President and General Manager for the last 15 years. During this time I have received dozens of contacts from individuals seeking to purchase the Company. Consistent with promises made to my Employees, the Company was not for sale.

During the last couple of years, after passing 65 years of age and tasting the maladies of aging, I began to focus on the future of the Company and its 35 Employees should I become incapacitated and unable to serve.

Operating Bluegrass Towing requires the depth of commitment that only an owner could give to the Company. (I believed the Company could benefit from younger, more aggressive leadership) Accordingly, I began to evaluate potential purchasers using the following criteria:

1. Knowledge of the towing business
2. Track record in operating a very large Towing Company
3. The ability to obtain the resources required by the Company
4. The ability to preserve the Company's ongoing commitment to professionalism which has played a major role in its success

Fifteen years ago when I acquired 100% ownership in Bluegrass Towing, a gentlemen named Lee Roberts, a specialist in heavy duty towing and recovery including tractors, trailers, buses, and other heavy trucks served as our best operator in the field described. Heavy duty towing, which can involve handling weight in excess of 100,000 lbs. is clearly the most complicated division of the business. Thirteen years ago, Lee left Bluegrass Towing to start his own Company, Roberts Heavy Duty Towing and Recovery, Inc. which has become a very successful large heavy duty towing Company that is nationally known.

Lee's credentials include 28 years in the towing business with 9 years at the largest towing company in London, England and 13 years as the owner and operator of his Company here in Lexington. During the last 5 years, Roberts Heavy Duty Towing and Recovery has partnered with Bluegrass Towing in its bids to serve the Lexington-Fayette Urban County Government. No one in the business has a stronger commitment to professionalism.

Since I have an interest in the continuing success of the business, and based on the criteria above, I chose to sell the Assets of the Company to Kentucky Motor Group, Inc. and Lexington Motor Group LLC (which are wholly owned by Lee Roberts) and these Companies will continue to do business under Bluegrass Towing.

The sale was closed with all approvals on October 31<sup>st</sup>, 2012 and during the last five months only one Bluegrass Towing employee has resigned. Accordingly, the transition has gone well and has been well received by our Customers.

Sincerely,



Andy Alphin

*The Choice of Professionals For Over 20 Years*

# **Bluegrass**

## **TOWING SERVICE**

LEE ROBERTS

April 8, 2013

Mayor Jim Gray

Vice Mayor Linda Gorton

Members of the Lexington-Fayette Urban County Council

Ladies and Gentlemen:

It is my pleasure to begin a working relationship with the Council.

Since taking over the Company, I have been implementing the latest technology in that I have added GPS to all of the trucks, supplied each employee with a smart phone which will help us to clear the roadways in a more timely manner.

We are in the process of replacing our fleet and I hope you will notice them and appreciate the new logo and uniforms as we are there to represent the City.

My vision for Bluegrass Towing as well as Roberts Towing is to always provide "Service Without Compromise" as is the motto for both Companies. Although some of what we do is not at the request of the owner of the vehicle, my goal is to make it as good an experience as possible. In saying that, if any of your constituents come to you with a complaint, we will make it right to your satisfaction.

In an attempt to freshen up the image of the Company, we are in the process of having a truck wrapped in pink to honor the Susan Kommen foundation. For every job this truck makes we will be making a donation to the foundation. Bluegrass Towing has always been a good friend to the Community, and it is my goal to continue this tradition.

My cell phone number is 859-797-1779 and if you have any ideas or discussion that you would like to have with me, I am available at any time night or day.

Sincerely,

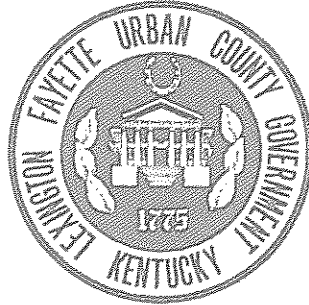


Lee D. Roberts

**"SERVICE WITHOUT COMPROMISE"**

# Lexington Fayette Urban County Government

Division of Central Purchasing



Lexington Kentucky

Horse Capital of the World

## INVITATION TO BID #36-2013

Towing for Police, Code Enforcement, General Services & Parking Authority

### NOTICE TO BIDDERS

Bid Opening Date: April 10<sup>th</sup>, 2013

Bid Opening Time: 2:00 PM

Address: 200 East Main Street  
3<sup>rd</sup> Floor, Room 338

\*\*\*\*\*

Pre Bid Meeting: N/A

Pre Bid Time:

Address:



**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 LEXINGTON MOTOR GROUP LLC DBA BLUEGRASS TOWING,

the entity submitting the bid (hereinafter referred to as "Bidder").

2. Bidder will pay all taxes and fees, which are owed to the Lexington-Fayette Urban County Government at the time the bid is submitted, prior to award of the contract and will maintain a "current" status in regard to those taxes and fees during the life of the contract.

3. Bidder will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the contract.

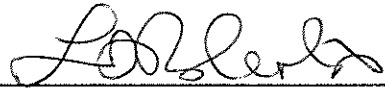
4. Bidder has authorized the Division of Central Purchasing to verify the above-mentioned information with the Division of Revenue and to disclose to the Urban County Council that taxes and/or fees are delinquent or that a business license has not been obtained.

5. Bidder has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky within the past five (5) years and the award of a contract to the Bidder will not violate any provision of the campaign finance laws of the Commonwealth.

6. Bidder has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as "Ethics Act."

7. Bidder acknowledges that "knowingly" for purposes of this Affidavit means, with respect to conduct or to circumstances described by a statute or ordinance defining an offense, that a person is aware or should have been aware that his conduct is of that nature or that the circumstance exists.

Further, Affiant sayeth naught.

  
\_\_\_\_\_

STATE OF KENTUCKY

COUNTY OF FAYETTE

The foregoing instrument was subscribed, sworn to and acknowledged before me

by LEE D ROBERTS on this the 8TH day of APRIL, 2013.

My Commission expires: 1-4-2014 ID#410931

  
\_\_\_\_\_  
NOTARY PUBLIC, STATE AT LARGE

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

## **I. GREEN PROCUREMENT**

### **A. ENERGY**

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

The Lexington-Fayette Urban County Government mandates the use of Energy Star compliant products if they are available in the marketplace (go to [www.Energystar.gov](http://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](http://www.GreenSeal.org) to find available certified products. These products will have a reduced impact on the environment and on human health. The products to be used must be pre-approved by the LFUCG prior to commencement of any work in any LFUCG facility. If a Green Seal product is not available, the LFUCG must provide a signed waiver to use an alternate product. Please provide information on the Green Seal products being used with your bid response.

### **C. GREEN COMMUNITY**

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

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

Yes \_\_\_\_\_ No  WE ALREADY HAVE PRICE CONTRACTS WITH BOTH PRINCIPALS

## 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 #36-2013 Towing for Police, Code Enforcement, General Services & Parking Authority"**

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

**The Lexington-Fayette Urban County Government assumes no responsibility for bids that are not addressed and delivered as indicated above. Bids that are not delivered to the Division of Central Purchasing by the stated time and date will be rejected.**

- K. Bidder is requested to show both unit prices and lot prices. In the event of error, the unit price shall prevail.
- L. A certified check or Bid Bond in the amount of XX percent of the bid price must be attached hereto. This check must be made payable to the Lexington-Fayette Urban County Government, and will be returned when the material and/or services specified herein have been delivered in

accordance with specifications. In the event of failure to perform within the time period set forth in this bid, it is agreed the certified check may be cashed and the funds retained by the Lexington-Fayette Urban County Government as liquidated damages. Checks of unsuccessful bidders will be returned when the bid has been awarded.

- M. The delivery dates specified by bidder may be a factor in the determination of the successful bidder.
- N. Tabulations of bids received may be mailed to bidders. Bidders requesting tabulations must enclose a stamped, self-addressed envelope with the bid.
- O. The Lexington-Fayette Urban County Government is exempt from Kentucky Sales Tax and Federal Excise Tax on materials purchased from this bid invitation. Materials purchased by the bidder for construction projects are not tax exempt and are the sole responsibility of the bidder.
- P. All material furnished hereunder must be in full compliance with OSHA regulations.
- Q. If more than one bid is offered by one party, or by any person or persons representing a party, all such bids shall be rejected.
- R. Signature on the face of this bid by the Bidder or his authorized representative shall be construed as acceptance of and compliance with all terms and conditions contained herein.
- S. The Entity (regardless of whether construction contractor, non-construction contractor or supplier) agrees to provide equal opportunity in employment for all qualified persons, to prohibit discrimination in employment because of race, color, creed, national origin, sex or age, and to promote equal employment through a positive, continuing program from itself and each of its sub-contracting agents. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.
- T. The Kentucky Equal Employment Opportunity Act of 1978 (KRS 45.560-45.640) requires that any county, city, town, school district, water district, hospital district, or other political subdivision of the state shall include in directly or indirectly publicly funded contracts for supplies, materials, services, or equipment hereinafter entered into the following provisions:

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

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

The Act further provides:

KRS 45.610. Hiring minorities - Information required



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

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

- (1) *If any contractor is found by the department to have engaged in an unlawful practice under this chapter during the course of performing under a contract or subcontract covered under KRS 45.560 to 45.640, the department shall so certify to the contracting agency and such certification shall be binding upon the contracting agency unless it is reversed in the course of judicial review.*
- (2) *If the contractor is found to have committed an unlawful practice under KRS 45.560 to 45.640, the contracting agency may cancel or terminate the contract, conditioned upon a program for future compliance approved by the contracting agency and the department. The contracting agency may declare such a contractor ineligible to bid on further contracts with that agency until such time as the contractor complies in full with the requirements of KRS 45.560 to 45.640.*
- (3) *The equal employment provisions of KRS 45.560 to 45.640 may be met in part by a contractor by subcontracting to a minority contractor or subcontractor. For the provisions of KRS 45.560 to 45.640, a minority contractor or subcontractor shall mean a business that is owned and controlled by one or more persons disadvantaged by racial or ethnic circumstances.*

KRS 45.630 Termination of existing employee not required, when

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

KRS 45.640 Minimum skills

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

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

- U. Any party, firm or individual submitting a proposal pursuant to this invitation must be in compliance with the requirements of the Lexington-Fayette Urban County Government regarding taxes and fees before they can be considered for award of this invitation and must

maintain a "current" status with regard to those taxes and fees throughout the term of the contract. The contractor must be in compliance with Chapter 13 from the Code of Ordinances of the Lexington-Fayette Urban County Government. The contractor must be in compliance with Ordinance 35-2000 pursuant to contractor registration with the Division of Building Inspection. If applicable, said business must have a Fayette County business license.

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

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

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

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

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

Notice of appeal of a bid recommendation must be filed within 3 business days of the bid recommendation by (1) sending a written notice, including sufficient documentation to support appeal, to the Director, Division of Central Purchasing or (2) submitting a written request for a meeting with the Director of Central Purchasing to explain his appeal. After reviewing the documentation and/or hearing the vendor and consulting with the Commissioner of Finance and the Chief Administrative Officer, the Director of Central Purchasing shall in writing, affirm or withdraw the recommendation.

**SPECIAL INSTRUCTIONS TO THE BIDDER**

**(DO NOT SUBMIT PERFORMANCE SECURITY WITH BID)**

**Performance Security:** The **APPARENT LOW BIDDER** shall furnish, before recommendation by the Division of Central Purchasing to the Urban County Council that the **BIDDER'S** bid be accepted, a **Performance Bond** or **Certified Check**, payable to the Lexington-Fayette Urban County Government, in the penal sum of **\$25,000**. See Section 3.11.3 on page 35 for details concerning the bond.

The performance bond shall be executed by a surety licensed to do business in the Commonwealth of Kentucky. The performance bond will not be returned to the bidder after delivery of the materials/services specified herein unless the bidder requests that the performance bond be returned.

The certified check will be returned when the materials and/or services specified herein have been delivered.

In the event of bidder's failure to perform as specified herein, it is agreed that the monies represented by the performance bond or certified check shall be retained by the Lexington-Fayette Urban County Government as liquidated damages.

Contracts that are less than \$50,000 will not require a 5% bid security or a performance and payment bond.

### **III. Procurement Contract Bid Conditions**

- A. The terms of this agreement shall be for 1 year from the date of acceptance of this contract by the Lexington-Fayette Urban County Government. This agreement may be extended for an additional 1 year renewal upon the written agreement of the bidder and the Lexington-Fayette Urban County Government. Said agreement must be in writing and must be executed prior to the expiration of the current agreement.
  
- B. **Price Changes (Space Checked Applies)**
  - 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 either party thirty (30) days after delivery by canceling party of written notice of intent to cancel to the other contracting party.
  
- F. 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.
  
- G. No substitutions for articles specified herein may be made without prior approval of the Division of Central Purchasing.

**EQUAL OPPORTUNITY AGREEMENT**

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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.*

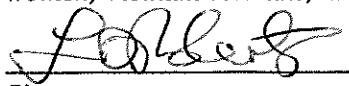
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The Lexington-Fayette Urban County Government practices Equal Opportunity in recruiting, hiring and promoting. It is the Government's intent to affirmatively provide employment opportunities for those individuals who have previously not been allowed 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.*

 MEMBER  
Signature

LEXINGTON MOTOR GROUP LLC DBA BLUEGRASS TOWING  
Name of Business

**WORKFORCE ANALYSIS FORM**

LEXINGTON MOTOR GROUP LLC dba BLUEGRASS TOWING

Name of Organization: and ROBERTS HEAVY DUTY TOWING INC

Date: 04 / 08 / 2013

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	6	4	1	1						5	1
Foremen											
Technicians	4	4								4	
Protective Service											
Para-Professionals											
Office/Clerical	8	2	4				2			2	6
Skilled Craft	24	21		1		1		1		24	
Service/Maintenance	3	2		1						3	
<b>Total:</b>	<b>48</b>	<b>34</b>	<b>7</b>	<b>3</b>	<b></b>	<b>1</b>	<b>2</b>	<b>1</b>	<b></b>	<b>39</b>	<b>9</b>


Prepared by: *J Roberts* Name & Title MEMBER / PRESIDENT

**WORKFORCE ANALYSIS FORM**

Name of Organization: LEXINGTON MOTOR GROUP LLC dba BLUEGRASS TOWING

Date: 04 / 08 / 2013

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	2		1						3	
Foremen											
Technicians	2	2								2	
Protective Service											
Para-Professionals											
Office/Clerical	7	1	4				2			1	6
Skilled Craft	17	14		1		1		1		17	
Service/Maintenance	2	1		1						2	
<b>Total:</b>	<b>34</b>	<b>21</b>	<b>6</b>	<b>3</b>	<b></b>	<b>1</b>	<b>2</b>	<b>1</b>	<b></b>	<b>26</b>	<b>8</b>

Prepared by:  MEMBER.  
 Name & Title

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MEMORANDUM

DIRECTOR, DIVISION OF CENTRAL PURCHASING  
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

PLEASE ACCEPT THIS AS OUR EXPLANATION AS TO WHY THERE ARE NO WBE/MBE CONTRACTORS LISTED. IN AN ATTEMPT TO LOCATE SUCH CONTRACTORS, AN ADVERTISEMENT WAS PLACED IN THE LEXINGTON NEWSPAPER AND 28 AGENCIES WERE CONTACTED BY E-MAIL. WE RECEIVED NO RESPONSES AND HAVE NO KNOWLEDGE OF ANY TOWING COMPANY THAT MEETS THE CRITERIA.

A handwritten signature in black ink, appearing to read "Robert". The signature is written in a cursive style with a large initial "R" and a long, sweeping tail.



**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  
MBE/WBE Participation Goals**

**PART 1 - GENERAL**

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

**PART 2 - PROCEDURES**

- 2.1 The successful bidder will be required to report to the LFUCG, the dollar amounts of all purchase orders submitted to Minority-Owned or Woman-Owned subcontractors and suppliers for work done or materials purchased for this contract. (See Subcontractor Monthly Payment Report)
- 2.2 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 MBE/WBE Firm; this is subject to approval by the LFUCG. (See LFUCG MBE/WBE Substitution Form)
- 2.3 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)
- 2.4 The LFUCG will make every effort to notify interested MBE/WBE 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.

### PART 3 - DEFINITIONS

- 3.1 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.
- 3.2 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.

### PART 4 - OBLIGATION OF BIDDER

- 4.1 **The bidder shall make a Good Faith Effort to achieve the Participation Goal for MBE/WBE 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.**
- 4.2 Award of Contract shall be conditioned upon satisfaction of the requirements set forth herein.
- 4.3 The Form of Proposal includes a section entitled "MBE/WBE Participation Form". The applicable information must be completed and submitted as outlined below.
- 4.4 **Failure to submit this information as requested may be cause for rejection of bid.**

### PART 5 - DOCUMENTATION REQUIRED

- 5.1 Bidders reaching the Goal are required to submit only the "MBE/WBE Participation Form." The form must be fully completed including names and telephone number of participating MBE/WBE 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.
- 5.2 Bidders not reaching the Goal must submit the "MBE/WBE Participation Form", the "MBE Quote Summary Form" and a written statement documenting their Good Faith Effort to do so (If bid includes no MBE/WBE participation, bidder shall enter "None" on the subcontractor / supplier form). In addition, the bidder may submit the following as proof of Good Faith Efforts to meet the Participation Goal:
  - A. Advertisement by the bidder of MBE/WBE Contracting opportunities associated with this bid in at least two (2) of the following:
    1. A periodical in general circulation throughout the region
    2. A Minority-Focused periodical in general circulation throughout the region

3. A Trade periodical aimed at the MBE/WBE community in general circulation throughout the region
  4. Bidder shall include copies of dated advertisement with his submittal
- B. Evidence of written notice of contracting opportunities to at least five (5) MBE/WBE firms serving the construction industry at least seven (7) days prior to the bid opening date.
  - C. Copies of quotations submitted by MBE/WBE firms which were not used due to uncompetitive pricing or other factors and/or copies of responses from firms that were contacted indicating that they would not be submitting a bid.
  - D. Documentation of Bidder's utilization of the agencies identified to help locate potential MBE/WBE firms for inclusion on the contract including responses from agencies.
  - E. 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. "Record of MBE/WBE Solicitation" and other required documentation of Good Faith Efforts are to be submitted with the bid, if 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](mailto: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 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

We are very happy that you have decided to bid for a contract, request for proposal, submitted a quote or are interested in learning more about how to do business with Lexington-Fayette Urban County Government. We have compiled the list below to help you locate certified minority vendors.

**LFUCG—Economic Engine Listings**  
Marilyn Clark  
[mclark@lexingtonky.gov](mailto:mclark@lexingtonky.gov)  
859-258-3323

**Commerce Lexington—**  
Tyrone Tyra, Minority Business Development  
[ttyra@commercelexington.com](mailto:ttyra@commercelexington.com)  
859-226-1625

**Tri-State Minority Supplier Diversity Council**  
Sonya Brown  
[sbrown@tsmsdc.com](mailto:sbrown@tsmsdc.com)  
502-625-0137

**Small Business Development Council**  
Dee Dee Harbut /UK SBDC  
[ddharbut@uky.edu](mailto:ddharbut@uky.edu)

Shawn Rogers, UK SBDC  
[Shawn.rogers@uky.edu](mailto:Shawn.rogers@uky.edu)

Shiree Mack  
[smack@uky.edu](mailto:smack@uky.edu)

**Community Ventures Corporation**  
James Coles  
[jcoles@cvcky.org](mailto:jcoles@cvcky.org)  
859-231-0054

**Kentucky Department of Transportation**  
Shella Jarvis  
[Shella.Jarvis@ky.gov](mailto:Shella.Jarvis@ky.gov)  
502-564-3601

**KPAP**  
Debbie McKnight  
[Debbie.McKnight@ky.gov](mailto:Debbie.McKnight@ky.gov)  
800-838-3266 or 502-564-4252

Bobbie Carlton  
[Bobbie.Carlton@ky.gov](mailto:Bobbie.Carlton@ky.gov)

**Ohio River Valley Women's Business Council**  
Rea Waldon  
[rwaldon@gcul.org](mailto:rwaldon@gcul.org)  
513-487-6534

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

**National Minority Supplier Development Council, Inc.  
(NMSDC)**  
[www.nmsdc.org](http://www.nmsdc.org)

**LFUCG MBE/WBE PARTICIPATION FORM**

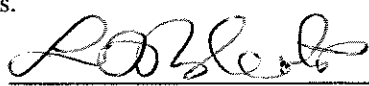
**Bid/RFP/Quote Reference #** 36-2013

The MBE/WBE 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.

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

The undersigned company representative submits the above list of MBE/WBE 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.

LEXINGTON MOTOR GROUP LLC  
**Company** DBA BLUEGRASS TOWING  
4-8-2013  
**Date**

  
**By**  
MEMBER  
**Title**

**LFUCG MBE/WBE SUBSTITUTION FORM**

**Bid/RFP/Quote Reference #** 36-2013

The substituted MBE/WBE 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 MBE/WBE Company Name, Address, Phone, Email	MBE/WBE 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.					
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.

LEXINGTON MOTOR GROUP LLC

**Company** DBA BLUEGRASS TOWING



**Company Representative**

4-8-2013

**Date**

MEMBER

**Title**





**MBE QUOTE SUMMARY FORM**

Bid/RFP/Quote Reference # 36-2013

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

MBE/WBE 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

(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.

LEXINGTON MOTOR GROUP LLC  
Company DBA BLUEGRASS TOWING

  
Company Representative

4-8-2013  
Date

MEMBER  
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 MBE/WBE 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 #** 36-2013

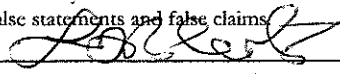
**Total Contract Amount Awarded to Prime Contractor for this Project** \_\_\_\_\_

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

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

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.

LEXINGTON MOTOR GROUP LLC  
**Company DBA BLUEGRASS TOWING**

  
**Company Representative**

4-8-2013  
**Date**

MEMBER  
**Title**

**LFUCG STATEMENT OF GOOD FAITH EFFORTS**

Bid/RFP/Quote # 36 - 2013

By the signature below of an authorized company representative, we certify that we have utilized the following methods to obtain the maximum practicable participation by minority and women owned business enterprises on the project. Please indicate which methods you used by placing an X in the appropriate place.

- Attended LFUCG Central Purchasing Economic Inclusion Outreach Event
- Sponsored Economic Inclusion event to provide networking opportunities
- Requested a list of MBE/WBE subcontractors or suppliers from LFUCG Economic Engine
- Advertised for MBE/WBE subcontractors or suppliers in local or regional newspapers
- Showed evidence of written notice of contracting and/or supplier opportunities to MBE/WBE firms at least seven days prior to the bid opening date
- Provided copies of quotations submitted by MBE/WBE firms which were not used and/or responses from firms indicating they would not be submitting a quote
- Provided plans, specifications, and requirements to interested MBE/WBE subcontractors
- Other  
Please list any other methods utilized that aren't covered above.  
WE KNOW OF NO MBE/WBE COMPANIES THAT MEET THE CITY REQUIREMENTS TO BE A SUBCONTRACTOR

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

LEXINGTON MOTOR GROUP LLC  
Company DBA BLUEGRASS TOWING

  
Company Representative MEMBER

4-8-2013  
Date

LEE D ROBERTS

## **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

4.8.2013  
\_\_\_\_\_  
Date

**RISK MANAGEMENT PROVISIONS  
INSURANCE AND INDEMNIFICATION**

---

**INDEMNIFICATION AND HOLD HARMLESS PROVISION**

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

**FINANCIAL RESPONSIBILITY**

BIDDER/VENDOR understands and agrees that it shall, prior to final acceptance of its bid and the commencement of any work, demonstrate the ability to assure compliance with the above Indemnity provisions and these other risk management provisions.

**INSURANCE REQUIREMENTS**

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

Required Insurance Coverage

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

<u>Coverage</u>	<u>Limits</u>
General Liability million aggregate (Insurance Services Office Form CG 00 01) limit	\$1 million per occurrence, \$2 or \$2 million combined single limit
Commercial Automobile Liability per occurrence (Insurance Services Office Form CA 0001)	combined single, \$1 million
Worker's Compensation	Statutory
Employer's Liability	\$500,000.00

The policies above shall contain the following conditions:

- a. All Certificates of Insurance forms used by the insurance carrier shall be properly filed and approved by the Department of Insurance for the Commonwealth of Kentucky. LFUCG/LPA shall be named as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy using the Kentucky DOI approved forms.
- b. The General Liability Policy shall be primary to any insurance or self-insurance retained by LFUCG/LPA.
- c. The General Liability Policy shall include bailment coverage in the form of a Garage Keepers Legal Liability endorsement in at least the same amounts as the general liability.



- d. The General Liability Policy shall include a Pollution Liability endorsement unless it is deemed not to apply by LFUCG/LPA.
- e. LFUCG/LPA shall be provided at least 30 days advance written notice via certified mail, return receipt requested, in the event any of the required policies are canceled or non-renewed.
- f. Said coverage shall be written by insurers acceptable to LFUCG/LPA and shall be in a form acceptable to LFUCG/LPA. Insurance placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide shall be deemed automatically acceptable.

#### Renewals

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

#### Deductibles and Self-Insured Programs

**IF YOU INTEND TO SUBMIT A SELF-INSURANCE PLAN IT MUST BE FORWARDED TO LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, DIVISION OF RISK MANAGEMENT, 200 EAST MAIN STREET, LEXINGTON, KENTUCKY 40507 NO LATER THAN A MINIMUM OF FIVE (5) WORKING DAYS PRIOR TO THE RESPONSE DATE.** Self-insurance programs, deductibles, and self-insured retentions in insurance policies are subject to separate approval by Lexington-Fayette Urban County Government's Division of Risk Management, upon review of evidence of Vendor's financial capacity to respond to claims. Any such programs or retentions must provide LFUCG/LPA with at least the same protection from liability and defense of suits as would be afforded by first-dollar insurance coverage. If Vendor satisfies any portion of the insurance requirements through deductibles, self-insurance programs, or self-insured retentions, Vendor agrees to provide Lexington-Fayette Urban County Government, Division of Risk Management, the following data prior to the final acceptance of bid and the commencement of any work:

- a. Latest audited financial statement, including auditor's notes.
- b. Any records of any self-insured trust fund plan or policy and related accounting statements.
- c. Actuarial funding reports or retained losses.
- d. Risk Management Manual or a description of the self-insurance and risk management program.

- e. A claim loss run summary for the previous five (5) years.
- f. Self-Insured Associations will be considered.

**Verification of Coverage**

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

**Right to Review, Audit and Inspect**

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

**DEFAULT**

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

00383689

# Specifications: Towing and Storing Vehicles

## **LFUCG Item Code – 968-90-45**

### **1.0 Scope and Classification**

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

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

### **2.0 Publications**

The following publications apply to these specifications:

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

### **3.0 Requirements**

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

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

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

### 3.5 Equipment Requirements

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

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

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

Storing towed vehicles is an essential part of this contract. Storage

requirements are set forth in the following subsections.

- 3.8.1 Contractor shall provide a storage lot entirely located within the geographic bounds of Lexington-Fayette Urban County.
  - A. Lot shall be located in an area zoned for such use.
- 3.8.2 Contractor's storage lot shall be of size sufficient to store 450 standard-size automobiles with a minimum of space between automobiles in all directions, and between automobiles and any fixed object(s) of not less than 18 inches.
- 3.8.3 The entire surface of the lot whereupon vehicles are stored shall be completely covered by asphalt, concrete or gravel.
- 3.8.4 The vehicle storage area of the lot shall be lighted to provide not less than two (2) foot-candles of illumination for all vehicles.
- 3.8.5 Lot shall be completely enclosed with a chain-link fence or fencing of other material of like strength.
  - A. Fence shall be not less than eight (8) feet high.
  - B. Existing fence of less than the required height may be modified by the addition of material such as barbed wire to bring fence to the required height.
- 3.8.6 Contractor shall provide security against damage to, pilferage from and theft of all vehicles stored.
- 3.8.7 Contractor shall maintain an office on the storage site.
  - A. Office shall be manned 24 hours per day, seven days per week.
  - B. Office must be clean and offer sanitary restrooms at all times.
- 3.8.8 Contractor understands and agrees that Contractor is the only party to the contract responsible for the stored vehicle and any other property under the Contractor's care, custody and/or control.

### 3.9 Storage Building for forensic use

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

- 3.9.1 Storage building must be a minimum of 30 feet by 45 feet and

include a vehicle lift.

- 3.9.2 The storage building shall have a concrete floor. Building shall be well-lighted, heated and air conditioned in a manner that permits collection of evidence (including fingerprints) from stored vehicles.
- 3.9.3 Storage building must remain locked and secure at any time vehicle(s) are stored therein. No access shall be afforded to any person(s), including Contractor's employees, unless accompanied by a sworn officer of the Urban County Government Division of Police.
- 3.9.4 Storage Building shall be constructed in accordance with the Building Code of Lexington-Fayette Urban County.

### 3.10 Administration of Impoundment

- 3.10.1 Contractor shall maintain records acceptable to the Urban County Government concerning all vehicles impounded. Such records shall include information concerning the manner, date and time of release of vehicles from impoundment and fees paid by owner of the vehicle for release.
- 3.10.2 Records specified above shall be maintained in accordance with impoundment procedures of the Division of Police, and shall be available for inspection by personnel of that Division at any time.
- 3.10.3 Contractor shall comply with notice requirements established in KRS 376.275.
- 3.10.4 The Contractor shall accept cash, credit cards and checks as forms of payment. The Urban County Government shall not be liable for fees not collected. All charges shall be the responsibility of the Contractor unless otherwise specified herein.
- 3.10.5 The Contractor shall allow the owner of the impounded vehicle to remove personal possessions such as medicine, clothing, cameras, telephones, etc from the car while it is impounded unless otherwise directed by the Division of Police.
- 3.10.6 The Contractor shall allow other towing services access to the impound lot to retrieve vehicles that have been released. If the Contractor chooses to use their equipment to remove impounded vehicles from their lot to the street, no additional charges are to be assessed.



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

3.10.8 Contractor shall accept both paper copy and electronically submitted formats of Division of Police form 209- Vehicle Impound Record. The electronic version of form 209 will be sent via e-mail upon completion by the impounding officer. Paper copies of form 209 will be given to the tow truck operator upon completion by the impounding officer.

### 3.11 Indemnity, Insurance and Bonding

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

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

3.11.2 Contractor shall procure and maintain throughout the term, during any period of service prior or after thereto, naming the Lexington-Fayette Urban County Government, and/or the Lexington Fayette

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

Contractor shall secure Worker's Compensation insurance for all drivers, all lot attendants and other employees engaged in compliance with the provisions of this contract and shall secure Employer's liability in coverage limits of \$1,000,000.

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

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

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

A. Contractor may elect to provide an irrevocable letter of

credit in lieu of a Performance Bond. The letter of credit shall be in the name of the Lexington-Fayette Urban County Government and shall be in the amount of \$25,000.00 (twenty-five thousand dollars).

- B. The Performance Bond (or letter of credit) shall secure the faithful performance of the contract by the Contractor. In the event of Contractor's failure to perform all obligations pursuant to this Contract, the Urban County Government shall seek such remedies it determines to be in its best interest, including, but not limited to, cashing the Performance Bond or letter of credit.
- C. Successful Proposer shall deliver Performance Bond or letter of credit to the Division of Central Purchasing, Room 338, 200 East Main St., Lexington, KY 40507, within seven (7) working days of receipt of notification of intent to award the Contract to the Proposer.

3.11.4 While providing the service(s) specified herein, the Contractor understands and agrees to adhere to any comply with any and all Federal, State and Local safety laws, regulations, and ordinances, as well as the safety and loss control reporting guidelines established by the Lexington-Fayette Urban County Government. Contractor shall provide all safeguards, safety devices and protective equipment, and shall take any other needed actions whatsoever, on its own responsibility and expense, to protect the life and health of all persons providing the service(s) specified herein, the safety of the public and the Lexington-Fayette Urban County Government, and to protect any and all property in connection with the service(s) specified herein.

3.11.5 Contractor understands and agrees that the Lexington-Fayette urban County Government shall, without prior notice, be permitted, but not obligated to, review, audit and inspect any and all of the Contractor's records, documents and service(s) as deemed necessary by the Lexington-Fayette Urban County Government to assure compliance with the provisions of the Contract, maximize the protection of the Lexington-Fayette Urban County Government, and assess the financial ability of the Contractor to indemnify and save harmless the Lexington-Fayette Urban County Government from any and all claims. Neither the right to review, audit and inspect nor the making thereof, nor any report thereon, shall constitute an understanding on behalf of, or for the benefit of, the Contractor, to determine or warrant that such service(s) has/have been done in a manner conforming to the Contract.

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

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

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

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

#### **4.0 NOTES**

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

4.2 Reports by Contractor

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

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

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

- 4.2.3 Copies of bond and Certificate(s) of Insurance as required elsewhere in these specifications.

Contractor shall furnish the following reports upon request to the Lexington-Fayette Urban County Government detailing the following information:

- 4.2.4 Number of service calls received.
- 4.2.5 Number of tows and itemized revenue from each tow.
- 4.2.6 Number of stored vehicles, the period of storage for each vehicle and the revenue from storage each vehicle.
- 4.2.7 The number of vehicles sold when unclaimed and the revenue from each sale. Documentation showing that local and state statues were followed for the sale of unclaimed vehicles shall be provided for each vehicle sold.

The reports shall be forwarded to:

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

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

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

4.11 Proposer shall provide all information requested below:

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

A. Impounding of vehicles at the request of the Division of Police – each \$ 85

B. Towing wrecked vehicles (first hour) (Vehicles less than 12,000 GVW) \$ 85

Additional charges per 15 minutes (or part thereof) \$ 25

C. Storage charge per day or part thereof(SEE NOTE BELOW) \$ 35

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

**NUISANCE VEHICLE  
TOWING  
FOR  
CODE ENFORCEMENT**



# **PROPOSALS FOR TOWING OF NUISANCE VEHICLES**

## **1.0 SCOPE AND CLASSIFICATION**

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

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

## **2.0 PUBLICATIONS**

The following publications apply to these specifications:

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

## **3.0 REQUIREMENTS**

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

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

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

- 3.4.2 Each unit shall be equipped with an air supply for tire inflation.
- 3.4.3 Each unit shall be equipped with at least one (1) four-ton capacity motor driven winch.
- 3.4.4 Each wrecker shall be equipped with any and all safety devices necessary for the safe fulfillment of the Contractor's responsibilities and obligations under this contract. Safety devices shall conform to requirements of the Federal Motor Carrier Safety Regulations, Section 392.22(b).
- 3.4.5 Any equipment required may be owned, leased or rented as needed.
- 3.5 All units used in performance of this contract shall be radio dispatched (radio system must meet all current FCC requirements).
- 3.6 Any driver of any unit dispatched by the Contractor in performance of this contract shall be fully qualified to drive and operate the unit.
  - 3.6.1 Driver/Operator shall be familiar with recommendations of various vehicle manufacturers regarding towing of vehicles manufactured by said manufacturers.
  - 3.6.2 Contractor shall provide, upon request by the Lexington-Fayette Urban County Government, evidence of the training and qualifications of any or all drivers performing services pursuant to this contract.
- 3.7 Storage
  - 3.7.1 Contractor shall provide a storage lot entirely located within the geographic bounds of Lexington-Fayette Urban County.
    - 3.7.1.1 The lot shall be located in an area zoned for such use.
  - 3.7.2 The entire surface of the lot, whereupon vehicles are stored, shall be completely covered by asphalt, concrete or gravel.
  - 3.7.3 The vehicle storage area of the lot shall be lighted to provide sufficient security.
  - 3.7.4 The lot shall be completely enclosed with a chain-link fence or fencing of other material of like strength.

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

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

**PRICING:**

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

\$ NO CHARGE

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

\$ 35

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



PARIS BANKING CENTER ■ 3333 Lexington Road ■ PO Box 346 ■ Paris, KY 40362  
859-988-1156 ■ Fax: 859-988-1159 ■ [www.traditionalbank.com](http://www.traditionalbank.com)

April 3, 2013

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

Re: Lexington Motor Group, LLC  
1001 Manchester Street  
Lexington, KY 40508  
Bid: #36-2013

To Whom It May Concern:

Lexington Motor Group, LLC has been approved for a \$25,000.00 letter of credit. Please let this letter serve as approval for the performance bond requirement.

Please feel free to call me with any concerns or questions at 859-988-1156.

Sincerely,

A handwritten signature in cursive script that reads "Paul Clift".

Paul Clift  
Vice President

## AFFIRMATIVE ACTION STATEMENT

Affirmative action plan: Minority applications are encouraged in employee advertisements. We have asked minority employees to refer applicants which has led to additional hirings. Our plan is to continue this program.

The work force analysis is attached.

No MBE/WBE subcontractors will be used in the performance of this contract, as no qualified DBE contractors are known to us.

**STATE OF KENTUCKY  
COUNTY OF FAYETTE**

Before me, a Notary Public, and for said County and State, this 1<sup>st</sup> day  
of April, 2013 came Barbara Jarvis

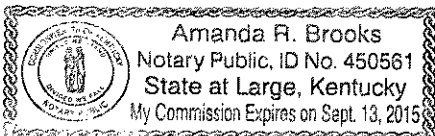
Personally known to me, who, being duly sworn, states as follows:

That she is Account Executive of  
Lexington Herald-Leader, and that said publication date of  
March 31, 2013 carried the advertising  
of Bluegrass Towing  
occupying the following space 0.85 inches.

By Barbara Jarvis

(SEAL)

Alex R. Brooks  
Notary Public



BLUEGRASS TOWING  
CDL  
PERSONNEL LIST  
APRIL 2013

<b>NAME</b>	<b>EMP#</b>	<b>DL STATE/NUMBER</b>	<b>CLASS</b>	<b>DOB</b>
APPLEMAN, JERRY	484	KY A92-422-692	DB	05/13/54
CRASE, RALPH	432	KY C94-599-572	DB	10/01/69
DUNAWAY, ROGER	409	KY D94-588-480	DMA	12/07/75
FINCH, CHRISTOPHER	423	KY F89-080-636	DA	06/02/79
HALE, GREG	493	KY H00-404-398	DA	04/19/84
HOOVER, MARTY	445	KY H92-291-698	DB	03/26/62
MALONEY, FRANK	446	KY M94-502-447	DMA	08/05/51
PHILLIPS, TERRILLE L	501	KY P89-075-995	DA	09/11/76
PURYEAR, DON	517	KY P94-270-348	DA	12/05/73
SÄTTERFIELD, STACY	511	KY S94-338-096	DA	03/12/75
WARNER, DONALD	475	KY W95-701-102	DA	01/19/61



BLUEGRASS TOWING  
NON CDL  
PERSONNEL LIST  
APRIL 2013

<b>NAME</b>	<b>EMPL#</b>	<b>DL STATE</b>	<b>DL #</b>	<b>DOB</b>
ANIES, CLARENCE	122	KY	A94-392-121	10/15/60
CONN, JEFFREY	515	KY	C01-634-762	11/08/85
CREECH, RICHARD	505	KY	C94142312	12/04/57
FREDERICK, VIRGIL	178	KY	F95-025-053	09/16/56
MARTIN, WILLIAM	322	KY	M99-252-530	07/07/71
MCKIMMEY, DAVID	503	KY	M11172140	06/02/78
MASENGALE, PHILLIP	513	KY	M92-214-452	10/14/58
PARKS, ALVARO	425	KY	P95-301-271	06/23/74
SCOTT, MICHAEL	482	KY	S93-244-433	06/28/53
TURNER, WILLIAM K	512	KY	T01-649-481	12/19/83

ROBERTS HEAVY DUTY TOWING

CDL PERSONNEL LIST

APRIL 2013

<b>NAME</b>	<b>D/L STATE / NUMBER</b>	<b>CLASS</b>	<b>DOB</b>
BAKER, JOHN	KY B96-772-050	DA	06/24/58
BAYS, SHANE	KY B95-674-014	DA	06/09/74
BURGETT, JEREMY	KY B96-776-060	DA	01/31/80
CAMPBELL, STEVEN	KY C95-194-516	DMA	09/13/64
CARTER, CALVIN	KY C07-659-129	DA	10/31/61
EDINGTON, ROY	KY E93-458-527	DA	08/23/68
EDWARDS, JEFF	KY E94-524-776	DMA	10/18/69
HARNEY, BRIAN	KY H97-964-595	DA	02/24/80
HIBBS, DAVID	KY H07-648-448	DA	08-09-60
NAYLOR, ROBERT	KY N95-543-900	DA	04/13/39
PURYEAR, DON	KY P94-270-348	DA	12/05/73
YOUNG, JONATHAN	KY Y05-349-368	DA	09/28/75

LEXINGTON MOTOR GROUP LLC DBA BLUEGRASS TOWING HAS ONLY ONE  
SUBCONTRACTOR:

ROBERTS HEAVY DUTY TOWING, INC.

968 NANDINO BLVD

LEXINGTON, KY 40511

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

4.6 4.6.2 LIST OF FACILITIES AVAILABLE THAT MEET OR EXCEED REQUIREMENTS SPECIFIED HEREIN:

1001 MANCHESTER STREET, LEXINGTON, KY 40508