

# Lexington-Fayette Urban County Government

Lexington, Kentucky  
Horse Capital of the World

Division of Central Purchasing

Date of Issue: April 14, 2015

## INVITATION TO BID #53-2015

### Vehicle Washing

**Bid Opening Date:** April 28, 2015

**Bid Opening Time:** 2:00 PM

**Address:** 200 East Main Street, 3<sup>rd</sup> Floor, Room 338, Lexington, Kentucky 40507

**Type of Bid:** Price Contract

**Pre Bid Meeting:** N/A

**Pre Bid Time:** N/A

**Address:** N/A

Sealed bids will be received in the office of the Division of Central Purchasing, 200 East Main Street, Lexington, Kentucky, until **2:00 PM**, prevailing local time on **4/28/2015**. Bids must be received by the above-mentioned date and time. Mailed bids should be sent to:

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

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

Bids are to include all shipping costs to the point of delivery located at: Various Locations

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

**Performance Bond Required:** \_\_\_ Yes  No

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

Submitted by: MR. Sparkle car wash  
*Firm Name*

173 Collins Lane  
*Address*

Lexington, Ky 40503  
*City, State & Zip*

**Bid must be signed:** Ashley Turner / Secretary  
*(original signature)* *Signature of Authorized Company Representative – Title*

Ashley Turner  
*Representative's Name (Typed or printed)*

(859) 277-2822 (859) 277-6577  
*Area Code - Phone - Extension* *Fax #*

MRSparklecarwash@gmail.com  
*E-Mail Address*

**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   


1. SCOPE AND CLASSIFICATION

1.1 The Lexington-Fayette Urban County Government wishes to establish a price contract for vehicle washing and cleaning services. Contract(s) will be awarded on a best value basis. The following minimum requirements must be met to be considered for award of contract.

2. REQUIREMENTS

2.1 Location: Bidders must have at least one (1) easily accessible facility in Fayette County Kentucky.

2.2 Services Provided: Bidders must, at a minimum, provide "while-you-wait", on-demand, automated, drive-through, or hand washing services for automobile and light truck exteriors. Bidders are encouraged to submit a menu of wash levels and other services provided, with pricing, to be considered as an integral part of the bid submittal

2.3 Bid submittals shall include a description of wash method (brushes, touchless, etc.) vehicle size capacity, and any limitations or special abilities of the bidder's equipment.

2.4 Services rendered shall be invoiced on a monthly basis. Submitted invoices shall include LFUCG purchase order number and the following for each transaction: LFUCG vehicle number, name or description of service provided as it appears in the contract, contract price for service provided, and the signature of LFUCG employee requesting service. Any omissions of required information may result in delay of payment.

2.5 LFUCG reserves the right to test or otherwise use bidder's services on a trial basis before making a final recommendation for contract award. LFUCG will pay bidder's prevailing posted retail prices during any test or trial period.

3. METHOD OF AWARD

3.1 The LFUCG reserves the right to award a price contract to the responsive and responsible bidder(s) who most successfully demonstrate the ability to provide the services described herein representing the best value for the LFUCG. The issuance of a price contract does not obligate the LFUCG for any purchases, quantities, or amounts. Price contract term is one (1) year and is subject to two (2) annual renewals if both parties agree. One (1) annual request for increase in contract price increase will be considered upon contract renewal if accompanied by appropriate justification supporting the amount of increase. Price increases will be granted at the sole discretion of the LFUCG.

3.2 Bid Evaluation: Quality points will be assigned to the following criteria: Cost of Services - 70 points, number of services offered - 10 points, number of locations offered, 10 points, ability to service a wide range of vehicle sizes, 10 points.

4. BID PROPOSAL - attach additional sheets if needed

4.1 Service Description Express wash price \$ 4.00

4.2 Service Description Express Works Wash price \$ 9.00

4.3 Service Description Regular Wash Service price \$ 9.00

4.4 Service Description Protection Pkg Service price \$ 20.00

4.5 Service Description \_\_\_\_\_ price \$ \_\_\_\_\_

4.6 Service Description \_\_\_\_\_ price \$ \_\_\_\_\_

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

**AFFIDAVIT**

Comes the Affiant, Ashley R. Turner and after being first duly sworn under penalty of perjury as follows:

1. His/her name is Ashley R. Turner and he/she is the individual submitting the bid or is the authorized representative of MR. Sparkle Car Wash 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. Ashley R. Turner

STATE OF Kentucky

COUNTY OF Fayette

The foregoing instrument was subscribed, sworn to and acknowledged before me by Ashley R. Turner on this the 28 day of April, 2015.

My Commission expires: 1/31/2016

Ashley R. Carmack  
NOTARY PUBLIC, STATE AT LARGE

526785-

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

Mr. Sparkle Car Wash  
173 Collins Lane  
Lexington, KY 40503

Car & Truck Washing Services  
Vehicle Washing Bid #53-2015

Mr. Sparkle Car Wash is a fully automated soft cloth car wash with 2 locations in Lexington. One off of Southland Drive and one on Richmond Road. We offer exterior, interior, & detail services. Restrictions for our facilities are no dully vehicles, no racks, no excessively muddy vehicles, trailer hitches must be removed, truck beds must be empty, and wheels can not stick out further than the sides of the vehicles. No commercial vans and trucks can not be larger that Ford 250s. For the purpose of this contract no club card or other discounts are valid.

Exterior Services Only

**Basic Express Wash Service: \$6 Bid for LFUCG \$4.00**

Mop the back end of the vehicle, wash the vehicle, air dried, and towel dry exterior windows

**Works Express Wash Service: \$11 Bid for LFUCG \$9.00**

Basic Express Wash service plus wheel cleaner, undercarriage flush, spray wax, and white wall cleaner if applicable

Interior Services

**Regular Wash Service \$16 Bid for LFUCG \$9.00**

Vacuum caret, interior windows washed, dash wiped, door jambs cleaned, exterior vehicle washed & towel dried

**Protection Package Services \$25 Bid for LFUCG \$20**

Regular Wash Service plus wheel cleaner, tire black, air freshener, 2 step clear coat polish, Sparkle Brite Sealer, and Undercarriage Flush

**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.*

The Lexington-Fayette Urban County Government practices Equal Opportunity in recruiting, hiring and promoting. It is the Government's intent to affirmatively provide employment opportunities for those individuals who have previously not been allowed to enter into the mainstream of society. Because of its importance to the local Government, this policy carries the full endorsement of the Mayor, Commissioners, Directors and all supervisory personnel. In following this commitment to Equal Employment Opportunity and because the Government is the benefactor of the Federal funds, it is both against the Urban County Government policy and illegal for the Government to let contracts to companies which knowingly or unknowingly practice discrimination in their employment practices. Violation of the above mentioned ordinances may cause a contract to be canceled and the contractors may be declared ineligible for future consideration.

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


Bidders

*I/We agree to comply with the Civil Rights Laws listed above that govern employment rights of minorities, women, Vietnam veterans, handicapped and aged persons.*

  
Signature

  
Name of Business

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

4/28/15  
Date

# Mr. Sparkle

## WE offer a FULL line of DETAIL SERVICES

### EXPRESS DETAIL SERVICES

A 20 minute "QUICK CLEAN" of a problem area  
\$35.00 per service (upcharge for larger vehicles).

Carpet Shampoo  
Seat Cleaning  
Dash and Doors Deep Clean **OR** Hand Wax

This is for vehicles that just need a "Pick Me Up"  
in a certain area

### FULL DETAIL SERVICES

Price dependant upon size of vehicle and  
condition upon inspection of the vehicle.

We can "DO IT ALL!!"  
Bumper to Bumper or  
Full Interior DEEP CLEAN or  
EXTERIOR cleaning wax

Come by and see our Detail Staff for pricing  
(must be scheduled and will take MOST of the day  
to complete these services).

#### \*\*\*What is the difference in WAXING?\*\*\*

An **EXPRESS WAX** is a QUICK SERVICE.  
This is a NON CLEANER wax for paint surfaces in  
great shape. This product is put on the painted  
surface of the vehicle by hand and removed.

The other option is the **DETAIL WAX**.  
This is a product used that has a cleaner built in to  
the product to help remove oxidation and dirt  
buildup on the vehicle while applying a protective  
coating to your paint.  
This service includes cleaning of door jambs, gas tank  
door, and attention to moldings and emblems.



# Mr. Sparkle

## **REGULAR WASH \$16.00**

Vacuum carpet  
Interior windows washed and dash wiped  
Exterior of vehicle washed & towel dried

## **TIRE PACKAGE \$20.00**

**REGULAR WASH** items PLUS

Wheel Cleaner  
Tire Black and Air Freshener

## **PROTECTION PACKAGE \$25.00**

**TIRE PACKAGE WASH** PLUS

2 step Clear Coat Polish and Sealer  
Sparkle Brite Sealer  
Undercarriage Flush

## **SUPER SPECIAL \$50.00**

**TIRE PACKAGE WASH** PLUS

Any **ONE** of the following  
**"EXPRESS DETAIL" SERVICES**  
Carpet Shampoo  
Dash and Doors Deep Clean  
Seat Cleaning **OR** Hand Wax

## **SUPER SENIOR SUNDAY ~~Wednesday~~**

55 and older...Open 9am to 4:30pm  
One of the following washes **1/2 PRICE**  
**Regular Wash (\$8.00)**  
**Tire Package (\$10.00)**  
**Protection Package (\$12.50)**

Come in and "SHOW YOUR ID." Cash appreciated on this day so that we can keep this **SPECIAL** for you

## **EXPRESS Wash Services**

This is an **EXTERIOR ride through wash**. You pay the cashier in the back and **RIDE THROUGH** the wash tunnel. Follow the directions of the attendant in the tunnel. You will:

- \*\*Put your vehicle in **NEUTRAL**
- \*\*Keep your hands **OFF** of the steering wheel
- \*\*Keep your foot **OFF** of the brake

PLEASE give them your **FULL** attention and put your phone call on hold

### **Basic EXPRESS Wash \$6.00**

We will mop the back end and wash the vehicle (Add tire black for \$5)

### **"WORKS" EXPRESS Wash \$11.00**

We will mop the back end and wash the vehicle

### **"WORKS" with Tire Black \$15.00**

All of the above with hand applied Tire Black at the end of your wash

**-----SEE BACK FOR DETAIL INFORMATION-----**