Request for Proposal
UK-2092-21
Proposal Due Date – 09/01/2020

Motor Vehicle Towing, Relocation and Motorist Assistance Services
REQUEST FOR PROPOSAL (RFP)

ATTENTION: This is not an order. Read all instructions, terms and conditions carefully.

PROPOSAL NO.: UK-2092-21
Issue Date: 08/05/2020
Title: Motor Vehicle Towing, Relocation and Motorist Assistance Services
Purchasing Officer: Ken Scott
Phone/Email: (859) 257-9102 kesc245@uky.edu

RETURN ORIGINAL COPY OF PROPOSAL TO:
UNIVERSITY OF KENTUCKY PURCHASING DIVISION
411 S LIMESTONE ROOM 322 PETERSON SERVICE BLDG.
LEXINGTON, KY 40506-0005

IMPORTANT: PROPOSALS MUST BE RECEIVED BY: 09/01/2020 3 P.M. LEXINGTON, KY TIME.

NOTICE OF REQUIREMENTS
1. The University’s General Terms and Conditions and Instructions to Bidders, viewable at www.uky.edu/Purchasing/terms.htm, apply to this RFP. When the RFP includes construction services, the University’s General Conditions for Construction and Instructions to Bidders, viewable at www.uky.edu/Purchasing/10媾1home.htm, apply to the RFP.
2. Contracts resulting from this RFP must be governed by and in accordance with the laws of the Commonwealth of Kentucky.
3. Any agreement or collusion among Offeror’s or prospective Offeror’s, which restrains, tends to restrain, or is reasonably calculated to restrain competition by agreement to bid at a fixed price or to refrain from offering, or otherwise, is prohibited.
4. Any person who violates any provisions of KRS 45A.325 shall be guilty of a felony and shall be punished by a fine of not less than five thousand dollars nor more than ten thousand dollars, or be imprisoned not less than one year nor more than five years, or both such fine and imprisonment. Any firm, corporation, or association who violates any of the provisions of KRS 45A.325 shall, upon conviction, be fined not less than ten thousand dollars or more than twenty thousand dollars.

AUTHENTICATION OF BID AND STATEMENT OF NON-COLLUSION AND NON-CONFLICT OF INTEREST
I hereby swear (or affirm) under the penalty for false swearing as provided by KRS 523.040:
1. That I am the Offeror (if the Offeror is an individual), a partner, (if the Offeror is a partnership), or an officer or employee of the bidding corporation having authority to sign on its behalf (if the Offeror is a corporation);
2. That the attached proposal has been arrived at by the Offeror independently and has been submitted without collusion with, and without any agreement, understanding or planned common course of action with, any other Contractor of materials, supplies, equipment or services described in the RFP, designed to limit independent bidding or competition;
3. That the contents of the proposal have not been communicated by the Offeror or its employees or agents to any person not an employee or agent of the Offeror or its surety on any bond furnished with the proposal and will not be communicated to any such person prior to the official closing of the RFP;
4. That the Offeror is legally entitled to enter into contracts with the University of Kentucky and is not in violation of any prohibited conflict of interest, including
5. That the Offeror, and its affiliates, are duly registered with the Kentucky Department of Revenue to collect and remit the sale and use tax imposed by Chapter 139 to the extent required by Kentucky law and will remain registered for the duration of any contract award;
6. That I have fully informed myself regarding the accuracy of the statement made above.

CERTIFICATION OF NON-SEGREGATED FACILITIES
In accordance with KRS45A.110 (2), the undersigned hereby swears under penalty of perjury that he/she has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky and that the award of a contract to a bidder will not violate any provision of the campaign finance laws of the Commonwealth of Kentucky.

CONTRACTOR REPORT OF PRIOR VIOLATIONS OF KRS CHAPTERS 136, 139, 141, 337, 338, 341 & 342
The contractor by signing and submitting a proposal agrees as required by 45A.485 to submit final determinations of any violations of the provisions of KRS Chapters 136, 139, 141, 337, 338, 341 and 342 that have occurred in the previous five (5) years prior to the award of a contract and agrees to remain in continuous compliance with the provisions of the statutes during the duration of any contract that may be established. Final determinations of violations of these statutes must be provided to the University by the successful contractor prior to the award of a contract.

CERTIFICATION OF NON-SEGREGATED FACILITIES
The contractor, by submitting a proposal, certifies that he/she is in compliance with the Code of Federal Regulations, No. 41 CFR 60-1.8(b) that prohibits the maintaining of segregated facilities.

SIGNATURE REQUIRED: This proposal cannot be considered valid unless signed and dated by an authorized agent of the Offeror. Type or print the signatory's name, title, address, phone number and fax number in the spaces provided. Offers signed by an agent are to be accompanied by evidence of his/her authority unless such evidence has been previously furnished to the issuing office.

DELIVERY TIME: NAME OF COMPANY: DUNS #
PROPOSAL FIRM THROUGH: ADDRESS: Phone/Fax:
PAYMENT TERMS: CITY, STATE & ZIP CODE: E-MAIL:
SHIPPING TERMS: F. O. B. DESTINATION PREPAID AND ALLOWED TYPED OR PRINTED NAME: WEB ADDRESS:
FEDERAL EMPLOYER ID NO.: SIGNATURE: DATE:
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1.0 DEFINITIONS

The term "addenda" means written or graphic instructions issued by the University of Kentucky prior to the receipt of proposals that modify or interpret the RFP documents by additions, deletions, clarifications and/or corrections.

The term "competitive negotiations" means the method authorized in the Kentucky Revised Statutes, Chapter 45A.085.

The terms "offer" or "proposal" mean the Offeror's/Offeror's' response to this RFP.

The term "Offeror" means the entity or contractor group submitting the proposal.

The term "contractor" means the entity receiving a contract award.

The term "purchasing agency" means the University of Kentucky, Purchasing Division, Room 322 Peterson Service Building, Lexington, KY 40506-0005.

The term "purchasing official" means the University of Kentucky's appointed contracting representative.

The term "responsible Offeror" means a person, company or corporation that has the capability in all respects to perform fully the contract requirements and the integrity and reliability that will assure good faith performance. In determining whether an Offeror is responsible, the University may evaluate various factors including (but not limited to): financial resources; experience; organization; technical qualifications; available resources; record of performance; integrity; judgment; ability to perform successfully under the terms and conditions of the contract; adversarial relationship between the Offeror and the University that is so serious and compelling that it may negatively impact the work performed under this RFP; or any other cause determined to be so serious and compelling as to affect the responsibility of the Offeror.

The term "solicitation" means RFP.

The term "University" means University of Kentucky.
2.0 GENERAL OVERVIEW

2.1 Intent and Scope

The intent of the RFP is to secure pricing and establish a Price Contract for University-wide towing services in accordance with the specifications, terms, and conditions contained in this Request for Proposal.

The University of Kentucky is seeking the services of a qualified and experienced contractor to provide motor vehicle towing, relocation and motorist assistance services including vehicle battery jumpstarts for the University located in Lexington, Kentucky. The successful contractor will primarily assist Transportation Services and the University of Kentucky Police Department (UKPD) in accordance with the terms, conditions and specifications outlined herein.

Complete list of “Services Defined” is detailed in Section 7.1 of this RFP.

2.2 Background Information

In 1985, the Parking & Transportation Services Department (PTS) was created to specifically deal with parking and transit issues for the University of Kentucky campus. The department had only one fifteen-passenger bus that operated on the Night route, and staff consisted mostly of part-time employees and students. The department has grown over the years and in 2017, changed its name to Transportation Services Department. As of June 2020, Transportation Services employs 96 full time employees, 3 part-time employees, several temporary/student positions. Transportation Services operates out of 5 locations. In 2003, Transportation Services changed from a state-funded department to an auxiliary. This change means that Transportation Services no longer receives monies from the general fund and is self-supported.

2.3 University Information

Since his arrival, President Eli Capilouto has set forth an ambitious agenda to extend and enhance our role as Kentucky’s land-grant and flagship research university. By focusing on infrastructure growth and improvement; creating opportunities for innovative teaching, learning, and academic excellence; fostering a robust research and creative scholarship enterprise; providing life-saving subspecialty care; empowering communities through service and outreach; and encouraging a transparent and shared dialogue about institutional priorities; the University of Kentucky will ensure a new century of promise for the people we impact.

Founded in 1865 as a land-grant institution adjacent to downtown Lexington, UK is nestled in the scenic heart of the beautiful Bluegrass Region of Kentucky. From its early beginnings, with only 190 students and 10 professors, UK’s campus now covers more than 918 acres and is home to more than 30,000 students and approximately 14,500 employees, including more than 2,300 full-time faculty. UK is one of a small number of universities in the United States that has programs in agriculture, engineering, a full complement of health colleges including medicine and pharmacy, law and fine arts on a single campus, leading to groundbreaking discoveries and unique interdisciplinary collaboration. The state’s flagship university consists of 17 academic and professional colleges where students can choose from more than 200 majors and degree programs at the undergraduate and graduate levels. The colleges are Agriculture, Food and Environment; Arts and Sciences; Business and Economics; Communication and Information; Dentistry; Design;
Education; Engineering; Fine Arts; Graduate School; Health Sciences; Law; Medicine; Nursing; Pharmacy; Public Health; and Social Work. These colleges are supported by a modern research library system.

Research at the University of Kentucky is a dynamic enterprise encompassing both traditional scholarship and emerging technologies, and UK’s research faculty, staff and students are establishing UK as one of the nation’s most prolific public research universities. UK’s research enterprise attracted $285 million in research grants and contracts from out-of-state sources, which generated a $580 million impact on the Kentucky economy. Included in this portfolio is $153 million in federal awards from the National Institutes of Health, non-NIH grants from the Department Health and Human Services, the National Science Foundation, Department of Energy, Department of Agriculture and NASA, among others. The National Science Foundation ranks UK’s research enterprise 44th among public institutions.

With more than 50 research centers and institutes, UK researchers are discovering new knowledge, providing a rich training ground for current students and the next generation of researchers, and advancing the economic growth of the Commonwealth of Kentucky. Several centers excel in the services offered to the public. The Gluck Equine Research Center is one of only three facilities of its kind in the world, conducting research in equine diseases.

The Center for Applied Energy Research is pursuing groundbreaking discovery across the energy disciplines. CAER staff are pioneering new ways to sustainably utilize Kentucky natural resources through carbon-capture algae technology, biomass/coal to liquid products and the opening of UK’s first LEED-certified research lab to support the development of Kentucky’s growing alternative energy industry. Among the brightest examples of UK’s investment in transformative research is the Markey Cancer Center. As a center of excellence and distinction at UK, Markey’s robust research and clinical enterprise is the cornerstone of our commitment to Kentucky – fundamental to our success in uplifting lives through our endeavors and improving the general health and welfare of our state – burdened by the nation’s highest rate of cancer deaths per 100,000 people. In 2013, Markey earned the prestigious National Cancer Institute-designation (NCI) – one of 68 nationally and the only one in Kentucky.

The University of Kentucky was awarded a $20 million Clinical Translational Sciences Award (CTSA) from the National Institutes of Health (NIH). As one of only 60 institutions with this research distinction, UK was awarded the CTSA for its potential in moving research and discovery in the lab into practical field and community applications. The CTSA and NCI are part of a trifecta of federal research grants that includes an Alzheimer’s Disease Center. UK is one of only 22 universities in the country to hold all three premier grants from NIH.

Established in 1957, the medical center at UK is one of the nation’s finest academic medical centers and includes the University’s clinical enterprise, UK HealthCare. The 569-bed UK Albert B. Chandler Hospital and Kentucky Children’s Hospital, along with 256 beds at UK Good Samaritan Hospital, are supported by a growing faculty and staff providing the most advanced subspecialty care for the most critically injured and ill patients throughout the Commonwealth and beyond. Over the last several years, the number of patients served by the medical enterprise has increased from roughly 19,000 discharges to more than 36,000 discharges in 2014.

UK Chandler Hospital includes the only Level 1 Trauma Center for both adult and pediatric patients in Central and Eastern Kentucky. In addition, UK HealthCare recently opened one of the country’s largest robotic hybrid operating rooms and the first of its kind in the region. While our new patient care pavilion is the leading healthcare facility for advanced medical procedures in the region, our
talented physicians consult with and travel to our network of affiliate hospitals so Kentucky citizens can receive the best health care available close to their home and never need to leave the Bluegrass for complex subspecialty care.

UK’s agenda remains committed to accelerating the University’s movement toward academic excellence in all areas and gain worldwide recognition for its outstanding academic programs, its commitment to students, its investment in pioneering research and discovery, its success in building a diverse community and its engagement with the larger society. It is all part of the University’s fulfillment of our promise to Kentucky to position our state as a leader in American prosperity.

3.0 PROPOSAL REQUIREMENTS

3.1 Key Event Dates

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<td>08/04/2020</td>
</tr>
<tr>
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<td>3 p.m. Lexington, KY Time on 08/11/2020</td>
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<tr>
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3.2 Offeror Communication

To ensure that RFP documentation and subsequent information (modifications, clarifications, addenda, Written Questions and Answers, etc.) are directed to the appropriate persons within the Offeror’s firm, each Offeror who intends to participate in this RFP is to provide the following information to the purchasing officer. Prompt, thorough compliance is in the best interest of the Offeror. Failure to comply may result in incomplete or delayed communication of addenda or other vital information. Contact information is the responsibility of the Offeror. Without the prompt information, any communication shortfall shall reside with the Offeror.

- Name of primary contact
- Mailing address of primary contact
- Telephone number of primary contact
- Fax number of primary contact
- E-mail address of primary contact
- Additional contact persons with same information provided as primary contact

This information shall be transmitted via fax or e-mail to:

Kenneth Scott
Purchasing Division
University of Kentucky
322 Peterson Service Building
Lexington, KY 40506-0005
Phone: (859) 257-9100
Fax: (859) 257-1951
All communication with the University regarding this RFP shall only be directed to the purchasing officer listed above.

3.3 **Offeror Presentations**

All Offeror’s whose proposals are judged acceptable for award may be required to make a presentation to the evaluation committee.

3.4 **Preparation of Offers**

The Offeror is expected to follow all specifications, terms, conditions and instructions in this RFP.

The Offeror will furnish all information required by this solicitation.

Proposals should be prepared simply and economically, providing a description of the Offeror’s capabilities to satisfy the requirements of the solicitation. Emphasis should be on completeness and clarity of content. All documentation submitted with the proposal should be bound in the single volume except as otherwise specified.

An electronic version of the RFP, in .PDF format only, is available through the University of Kentucky Purchasing Division web site: [www.uky.edu/purchasing/bidlist.htm](http://www.uky.edu/purchasing/bidlist.htm)

3.5 **Proposed Deviations from the RFP**

The stated requirements appearing elsewhere in this RFP shall become a part of the terms and conditions of any resulting contract. Any deviations therefrom must be specifically defined in accordance with the transmittal letter, Section 4.3 (d). If accepted by the University, the deviations shall become part of the contract, but such deviations must not be in conflict with the basic nature of this RFP.

Note: Offeror’s shall not submit their standard terms and conditions as exceptions to the University’s General Terms and Conditions. Each exception to the University’s General Terms and Conditions shall be individually addressed.
3.6 Proposal Submission and Deadline

Offeror must provide the following materials prior to 3 p.m. (Lexington, KY time) on the date specified in Section 3.1 and addressed to the purchasing officer listed in Section 3.2:

- **Technical Proposal:** Two (2) copies on electronic storage devices (CD or USB) (1 copy per storage device) each clearly marked with the proposal number and name, firm name and what is included (Technical Proposal) and two (2) printed original copies.

- **Financial Proposal:** Two (2) copies on electronic storage devices (CD or USB) (1 copy per storage device) each clearly marked with the proposal number and name, firm name and what is included (Financial Proposal) and two (2) printed original copies.

Note: Proposals received after the closing date and time will not be considered. In addition, proposals received via fax or e-mail are not acceptable.

The University of Kentucky accepts deliveries of RFPs Monday through Friday from 8 a.m. to 5 p.m. Lexington, KY time. However, RFPs must be received by 3 p.m. Lexington, KY time on the date specified on the RFP in order to be considered.

Proposals shall be enclosed in sealed envelopes to the above referenced address and shall show on the face of the envelope: the closing time and date specified, the solicitation number and the name and address of the Offeror. The technical proposal shall be submitted in a sealed envelope and the financial proposal shall be submitted in a sealed envelope under separate cover. Both sealed envelopes shall have identical information on the cover, with the addition that one will state “Technical Information,” and the other, “Financial Proposal.”

Note: In accordance with the Kentucky Revised Statute 45A.085, there will be no public opening.

3.7 Modification or Withdrawal of Offer

An offer and/or modification of offer received at the office designated in the solicitation after the exact hour and date specified for receipt will not be considered.

An offer may be modified or withdrawn by written notice before the exact hour and date specified for receipt of offers. An offer also may be withdrawn in person by an Offeror or an authorized representative, provided the identity of the person is made known and the person signs a receipt for the offer, but only if the withdrawal is made prior to the exact hour and date set for receipt of offers.

3.8 Acceptance or Rejection and Award of Proposal

The University reserves the right to accept or reject any or all proposals (or parts of proposals), to waive any informalities or technicalities, to clarify any ambiguities in proposals and (unless otherwise specified) to accept any item in the proposal. In case of error in extension or prices or other errors in calculation, the unit price shall govern. Further, the University reserves the right to make a single award, split awards, multiple awards or no award, whichever is in the best interest of the University.
3.9 Rejection

Grounds for the rejection of proposals include (but shall not be limited to):

- Failure of a proposal to conform to the essential requirements of the RFP.
- Imposition of conditions that would significantly modify the terms and conditions of the solicitation or limit the Offeror’s liability to the University on the contract awarded on the basis of such solicitation.
- Failure of the Offeror to sign the University RFP. This includes the Authentication of Proposal and Statement of Non-Collusion and Non-Conflict of Interest statements.
- Receipt of proposal after the closing date and time specified in the RFP.

3.10 Addenda

Any addenda or instructions issued by the purchasing agency prior to the time for receiving proposals shall become a part of this RFP. Such addenda shall be acknowledged in the proposal. No instructions or changes shall be binding unless documented by a proper and duly issued addendum.

3.11 Disclosure of Offeror’s Response

The RFP specifies the format, required information and general content of proposals submitted in response to this RFP. The purchasing agency will not disclose any portions of the proposals prior to contract award to anyone outside the Purchasing Division, the University’s administrative staff, representatives of the state or federal government (if required) and the members of the committee evaluating the proposals. After a contract is awarded in whole or in part, the University shall have the right to duplicate, use or disclose all proposal data submitted by Offeror’s in response to this RFP as a matter of public record.

Any submitted proposal shall remain valid six (6) months after the proposal due date.

The University shall have the right to use all system ideas, or adaptations of those ideas, contained in any proposal received in response to this RFP. Selection or rejection of the proposal will not affect this right.

3.12 Restrictions on Communications with University Staff

From the issue date of this RFP until a contractor is selected and a contract award is made, Offerer’s are not allowed to communicate about the subject of the RFP with any University administrator, faculty, staff or members of the board of trustees except: the purchasing office representative, any University purchasing official representing the University administration, others authorized in writing by the purchasing office and University representatives during Offeror presentations. If violation of this provision occurs, the University reserves the right to reject the Offeror’s proposal.
3.13 **Cost of Preparing Proposal**

Costs for developing the proposals and any subsequent activities prior to contract award are solely the responsibility of the Offeror’s. The University will provide no reimbursement for such costs.

3.14 **Disposition of Proposals**

All proposals become the property of the University. The successful proposal will be incorporated into the resulting contract by reference.

3.15 **Alternate Proposals**

Offeror’s may submit alternate proposals. If more than one proposal is submitted, all must be complete (separate) and comply with the instructions set forth within this document. Each proposal will be evaluated on its own merits.

3.16 **Questions**

All questions should be submitted by either fax or e-mail to the purchasing officer listed in Section 3.2 no later than the date listed in Section 3.1.

3.17 **Section Titles in the RFP**

Section titles used herein are for the purpose of facilitating ease of reference only and shall not be construed to infer the construction of contractual language.

3.18 **No Contingent Fees**

No person or selling agency shall be employed or retained or given anything of monetary value to solicit or secure this contract, except bona fide employees of the Offeror or bona fide established commercial or selling agencies maintained by the Offeror for the purpose of securing business. For breach or violation of this provision, the University shall have the right to reject the proposal, annul the contract without liability, or, at its discretion, deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee or other benefit.

3.19 **Proposal Addenda and Rules for Withdrawal**

Prior to the date specified for receipt of offers, a submitted proposal may be withdrawn by submitting a written request for its withdrawal to the University purchasing office, signed by the Offeror. Unless requested by the University, the University will not accept revisions or alterations to proposals after the proposal due date.
4.0 PROPOSAL FORMAT AND CONTENT

4.1 Proposal Information and Criteria

The following list specifies the items to be addressed in the proposal. Offeror’s should read it carefully and address it completely and in the order listed to facilitate the University’s review of the proposal.

Proposals shall be organized into the sections identified below. The content of each section is detailed in the following pages. It is strongly suggested that Offeror's use the same numbers for the following content that are used in the RFP.

- Signed Authentication of Proposal and Statement of Non-Collusion and Non-Conflict of Interest Form
- Transmittal Letter
- Executive Summary and Proposal Overview
- Criteria 1 - Offeror Qualifications
- Criteria 2 - Services Defined
- Criteria 3 - Financial Proposal
- Criteria 4 - Evidence of Successful Performance
- Criteria 5 - Other Additional Information

4.2 Signed Authentication of Proposal and Statements of Non-Collusion and Non-Conflict of Interest Form

The Offeror will sign and return the proposal cover sheet and print or type their name, firm, address, telephone number and date. The person signing the offer must initial erasures or other changes. An offer signed by an agent is to be accompanied by evidence of their authority unless such evidence has been previously furnished to the purchasing agency. The signer shall further certify that the proposal is made without collusion with any other person, persons, company or parties submitting a proposal; that it is in all respects fair and in good faith without collusion or fraud; and that the signer is authorized to bind the principal Offeror.

4.3 Transmittal Letter

The Transmittal Letter accompanying the RFP shall be in the form of a standard business letter and shall be signed by an individual authorized to legally bind the Offeror. It shall include:

- A statement referencing all addenda and written questions, the answers and any clarifications to this RFP issued by the University and received by the Offeror (If no addenda have been received, a statement to that effect should be included.).

- A statement that the Offeror’s proposal shall remain valid for six (6) months after the closing date of the receipt of the proposals.

- A statement that the Offeror will accept financial responsibility for all travel expenses incurred for oral presentations (if required) and candidate interviews.
4.4 **Executive Summary and Proposal Overview**

The Executive Summary and Proposal Overview shall condense and highlight the contents of the technical proposal in such a way as to provide the evaluation committee with a broad understanding of the entire proposal.

As part of the Executive Summary and Proposal Overview, Offeror shall submit with their response a summarized profile describing the demographic nature of their company or organization:

- When was your organization established and/or incorporated?
- Indicate whether your organization is classified as local, regional, national, or international.
- Describe the size of your company in terms of number of employees, gross sales, etc.
- Is your company certified as small business, minority-owned, women-owned, veteran-owned, disabled-owned, or similar classification?
- Include other demographic information that you feel may be applicable to the Request for Proposal submission.

4.5 **Criteria 1 - Offeror Qualifications**

The purpose of the Offeror Qualifications section is to determine the ability of the Offeror to respond to this RFP. Offeror’s must describe and offer evidence of their ability to meet each of the qualifications listed below.

1. Please provide a brief narrative describing the history of your firm. Identify the number of Employees in your firm and the Ownership.

2. The Offeror will have to meet the tow truck service license requirements for Fayette County, Kentucky, be in good standing currently and such company or business shall have been conducted actively for a minimum of three (3) years.

3. The Offeror must also have all necessary City, county and local licenses and permits as may be required to operate this type of business.
4.6 **Criteria 2 – Services Defined**

The Offeror shall describe their approach toward providing the towing, relocation and motorist assistance services defined herein and should describe, at a minimum, the following:

1. Offerer’s ability to provide each of the services required, listed in Section 7.1.
2. Offerer’s equipment and facilities available to support the scope of services. Detailed listing of equipment required, as well as facility locations that will be used to support the University’s towing needs.
3. Offerer’s business (e.g. billing and record keeping) and customer service operations (e.g. hours of operations, responsiveness and complaint resolution) capable of meeting the needs and expectations of the University.
4. Offerer’s approach toward safety and training as it relates to the scope of services.
5. Provide the name, title, and experience of the person who will be the service representative for the University account.

4.7 **Criteria 3 – Financial Proposal**

The Financial Summary Form shall contain the complete financial offer made to the University using the format contained in Section 8.0. All financial information must be submitted in a sealed envelope under separate cover.

4.8 **Criteria 4 – Evidence of Successful Performance**

1. Provide evidence the Offeror’s experience performing the services outlined herein. At a minimum, the Offeror shall include the number of years of experience their firm has in performing requested services as well as the experience of the key staff members who would be assigned responsibility to the University.
2. Offeror shall supply the name, address, and telephone number of three (3) account references along with a brief description of the type of services provided to each where the Offeror has provided similar in scope and scale to those requested by the University herein. By providing such references, the Offeror grants permission to the University to contact these references.

4.9 **Criteria 5 – Other Additional Information**

The Offeror may present any creative approaches that might be appropriate. The Offeror may also provide supporting documentation that would be pertinent to this RFP.
5.0 EVALUATION CRITERIA PROCESS

A committee of University officials appointed by the Chief Procurement Officer will evaluate proposals and make a recommendation to the Chief Procurement Officer. The evaluation will be based upon the information provided in the proposal, additional information requested by the University for clarification, information obtained from references and independent sources and oral presentations (if requested).

The evaluation of responsive proposals shall then be completed by an evaluation team, which will determine the ranking of proposals. Proposals will be evaluated strictly in accordance with the requirements set forth in this solicitation, including any addenda that are issued. The University will award the contract to the responsible Offeror whose proposal is determined to be the most advantageous to the University, taking into consideration the evaluation factors set forth in this RFP.

The evaluation of proposals will include consideration of responses to the list of criteria in Section 4.0. Offeror’s must specifically address all criteria in their response. Any deviations or exceptions to the specifications or requirements must be described and justified in a transmittal letter. Failure to list such exceptions or deviations in the transmittal letter may be considered sufficient reason to reject the proposal.

The relative importance of the criteria is defined below:

**Primary Criteria**

- Offeror Qualifications
- Services Defined
- Financial Proposal
- Evidence of Successful Performance

**Secondary Criteria**

- Other Additional Services

The University will evaluate proposals as submitted and may not notify Offeror's of deficiencies in their responses.

6.0 SPECIAL CONDITIONS

6.1 Contract Term

The contract resulting from this RFP shall be effective 9/1/2020 through 8/31/2021 and is renewable for up to four (4) one (1) year renewal periods. The total contract period will not exceed five (5) years. Annual renewal shall be contingent upon the University’s satisfaction with the services performed.
6.2 **Effective Date**

The effective date of the contract shall be the date upon which the parties execute it and all appropriate approvals, including that of the Commonwealth of Kentucky Government Contracts Review Committee, have been received.

6.3 **Competitive Negotiation**

It is the intent of the RFP to enter into competitive negotiation as authorized by KRS 45A.085.

The University will review all proposals properly submitted. However, the University reserves the right to request necessary modifications, reject all proposals, reject any proposal that does not meet mandatory requirement(s) or cancel this RFP, according to the best interests of the University.

Offeror(s) selected to participate in negotiations may be given an opportunity to submit a Best and Final Offer to the purchasing agency. All information received prior to the cut-off time will be considered part of the Offeror’s Best and Final Offer.

The University also reserves the right to waive minor technicalities or irregularities in proposals providing such action is in the best interest of the University. Such waiver shall in no way modify the RFP requirements or excuse the Offeror from full compliance with the RFP specifications and other contract requirements if the Offeror is awarded the contract.

6.4 **Appearance Before Committee**

Any, all or no Offeror’s may be requested to appear before the evaluation committee to explain their proposal and/or to respond to questions from the committee concerning the proposal. Offeror’s are prohibited from electronically recording these meetings. The committee reserves the right to request additional information.

6.5 **Additions, Deletions or Contract Changes**

The University reserves the right to add, delete, or change related items or services to the contract established from this RFP. No modification or change of any provision in the resulting contract shall be made unless such modification is mutually agreed to in writing by the contractor and the Chief Procurement Officer and incorporated as a written modification to the contract. Memoranda of understanding and correspondence shall not be interpreted as a modification to the contract.

6.6 **Contractor Cooperation in Related Efforts**

The University reserves the right to undertake or award other contracts for additional or related work to other entities. The contractor shall fully cooperate with such other contractors and University employees and carefully fit its work to such additional work. The contractor shall not commit or permit any act which will interfere with the performance of work by any other contractor or by University employees. This clause shall be included in the contracts of all contractors with whom this contractor will be required to cooperate. The University shall equitably enforce this clause to all contractors to prevent the imposition of unreasonable burdens on any contractor.
6.7 **Entire Agreement**

The RFP shall be incorporated into any resulting contract. The resulting contract, including the RFP and those portions of the Offeror's response accepted by the University, shall be the entire agreement between the parties.

6.8 **Governing Law**

The contractor shall conform to and observe all laws, ordinances, rules and regulations of the United States of America, Commonwealth of Kentucky and all other local governments, public authorities, boards or offices relating to the property or the improvements upon same (or the use thereof) and will not permit the same to be used for any illegal or immoral purposes, business or occupation. The resulting contract shall be governed by Kentucky law and any claim relating to this contract shall only be brought in the Franklin Circuit Court in accordance with KRS 45A.245.

6.9 **Kentucky's Personal Information Security and Breach Investigation Procedures and Practices Act**

To the extent Company receives Personal Information as defined by and in accordance with Kentucky's Personal Information Security and Breach Investigation Procedures and Practices Act, KRS 61.931, 61.932 and 61.933 (the “Act”), Company shall secure and protect the Personal Information by, without limitation: (i) complying with all requirements applicable to non-affiliated third parties set forth in the Act; (ii) utilizing security and breach investigation procedures that are appropriate to the nature of the Personal Information disclosed, at least as stringent as University’s and reasonably designed to protect the Personal Information from unauthorized access, use, modification, disclosure, manipulation, or destruction; (iii) notifying University of a security breach relating to Personal Information in the possession of Company or its agents or subcontractors within seventy-two (72) hours of discovery of an actual or suspected breach unless the exception set forth in KRS 61.932(2)(b)2 applies and Company abides by the requirements set forth in that exception; (iv) cooperating with University in complying with the response, mitigation, correction, investigation, and notification requirements of the Act, (v) paying all costs of notification, investigation and mitigation in the event of a security breach of Personal Information suffered by Company; and (vi) at University’s discretion and direction, handling all administrative functions associated with notification, investigation and mitigation.

6.10 **Termination for Convenience**

The University of Kentucky, Purchasing Division, reserves the right to terminate the resulting contract without cause with a thirty (30) day written notice. Upon receipt by the contractor of a “notice of termination,” the contractor shall discontinue all services with respect to the applicable contract. The cost of any agreed upon services provided by the contractor will be calculated at the agreed upon rate prior to a “notice of termination” and a fixed fee contract will be pro-rated (as appropriate).
6.11 **Termination for Non-Performance**

**Default**

The University may terminate the resulting contract for non-performance, as determined by the University, for such causes as:

- Failing to provide satisfactory quality of service, including, failure to maintain adequate personnel, whether arising from labor disputes, or otherwise any substantial change in ownership or proprietorship of the Contractor, which in the opinion of the University is not in its best interest, or failure to comply with the terms of this contract;

- Failing to keep or perform, within the time period set forth herein, or violation of, any of the covenants, conditions, provisions or agreements herein contained;

- Adjudicating as a voluntarily bankrupt, making a transfer in fraud of its creditors, filing a petition under any section from time to time, or under any similar law or statute of the United States or any state thereof, or if an order for relief shall be entered against the Contractor in any proceeding filed by or against contractor thereunder. In the event of any such involuntary bankruptcy proceeding being instituted against the Contractor, the fact of such an involuntary petition being filed shall not be considered an event of default until sixty (60) days after filing of said petition in order that Contractor might during that sixty (60) day period have the opportunity to seek dismissal of the involuntary petition or otherwise cure said potential default; or

- Making a general assignment for the benefit of its creditors, or taking the benefit of any insolvency act, or if a permanent receiver or trustee in bankruptcy shall be appointed for the Contractor.

**Demand for Assurances**

In the event the University has reason to believe Contractor will be unable to perform under the Contract, it may make a demand for reasonable assurances that Contractor will be able to timely perform all obligations under the Contract. If Contractor is unable to provide such adequate assurances, then such failure shall be an event of default and grounds for termination of the Contract.

**Notification**

The University will provide ten (10) calendar days written notice of default. Unless arrangements are made to correct the non-performance issues to the University’s satisfaction within ten (10) calendar days, the University may terminate the contract by giving forty-five (45) days notice, by registered or certified mail, of its intent to cancel this contract.

6.12 **Funding Out**

The University may terminate this contract if funds are not appropriated or are not otherwise available for the purpose of making payments without incurring any obligation for payment after the date of termination, regardless of the terms of the contract. The University shall provide the contractor thirty (30) calendar days’ written notice of termination under this provision.
6.13 **Prime Contractor Responsibility**

Any contracts that may result from the RFP shall specify that the contractor(s) is/are solely responsible for fulfillment of the contract with the University.

6.14 **Assignment and Subcontracting**

The Contractor(s) may not assign or delegate its rights and obligations under any contract in whole or in part without the prior written consent of the University. Any attempted assignment or subcontracting shall be void.

6.15 **Permits, Licenses, Taxes**

The contractor shall procure all necessary permits and licenses and abide by all applicable laws, regulations and ordinances of all federal, state and local governments in which work under this contract is performed.

The contractor must furnish certification of authority to conduct business in the Commonwealth of Kentucky as a condition of contract award. Such registration is obtained from the Secretary of State, who will also provide the certification thereof. However, the contractor need not be registered as a prerequisite for responding to the RFP.

The contractor shall pay any sales, use, personal property and other tax arising out of this contract and the transaction contemplated hereby. Any other taxes levied upon this contract, the transaction or the equipment or services delivered pursuant hereto shall be the responsibility of the contractor.

The contractor will be required to accept liability for payment of all payroll taxes or deductions required by local and federal law including (but not limited to) old age pension, social security or annuities.

6.16 **Attorneys’ Fees**

In the event that either party deems it necessary to take legal action to enforce any provision of the contract and in the event that the University prevails, the contractor agrees to pay all expenses of such action including attorneys’ fees and costs at all stages of litigation.

6.17 **Royalties, Patents, Copyrights and Trademarks**

The Contractor shall pay all applicable royalties and license fees. If a particular process, products or device is specified in the contract documents and it is known to be subject to patent rights or copyrights, the existence of such rights shall be disclosed in the contract documents and the Contractor is responsible for payment of all associated royalties. To the fullest extent permitted by law the Contractor shall indemnify, hold the University harmless, and defend all suits, claims, losses, damages or liability resulting from any infringement of patent, copyright, and trademark rights resulting from the incorporation in the Work or device specified in the Contract Documents.
Unless provided otherwise in the contract, the Contractor shall not use the University’s name nor any of its trademarks or copyrights, although it may state that it has a Contract with the University.

### 6.18 Indemnification

The contractor shall indemnify, hold and save harmless the University, its affiliates and subsidiaries and their officers, agents and employees from losses, claims, suits, actions, expenses, damages, costs (including court costs and attorneys’ fees of the University’s attorneys), all liability of any nature or kind arising out of or relating to the Contractor’s response to this RFP or its performance or failure to perform under the contract awarded from this RFP. This clause shall survive termination for as long as necessary to protect the University.

### 6.19 Insurance

The successful Contractor shall procure and maintain, at its expense, the following minimum insurance coverages insuring all services, work activities and contractual obligations undertaken in this contract. These insurance policies must be with insurers acceptable to the University.

<table>
<thead>
<tr>
<th>COVERAGES</th>
<th>LIMITS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Workers’ Compensation</td>
<td>Statutory Requirements (Kentucky)</td>
</tr>
<tr>
<td>Employer’s Liability</td>
<td>$500,000/$500,000/$500,000</td>
</tr>
<tr>
<td>Commercial General Liability including</td>
<td>$1,000,000 each occurrence</td>
</tr>
<tr>
<td>operations/completed operations, products</td>
<td>(BI &amp; PD combined) $2,000,000 Products and Completed Operations Aggregate</td>
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<td>and contractual liability (including defense</td>
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<td>and investigation costs), and this contract</td>
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<tr>
<td>Business Automobile Liability covering</td>
<td>$1,000,000 each occurrence</td>
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<tr>
<td>owned, leased, or non-owned autos</td>
<td>(BI &amp; PD combined)</td>
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</tbody>
</table>

The successful contractor agrees to furnish Certificates of Insurance for the above described coverages and limits to the University of Kentucky, Purchasing Division. The University, its trustees and employees must be added as additional insured on the Commercial General Liability policy with regard to the scope of this solicitation. Any deductibles or self-insured retention in the above-described policies must be paid and are the sole responsibility of the contractor. Coverage is to be primary and non-contributory with other coverage (if any) purchased by the University. All of these required policies must include a Waiver of Subrogation (except Workers’ Compensation) in favor of the University, its trustees and employees.

### 6.20 Method of Award

It is the intent of the University to award a contract to the qualified Offeror whose offer, conforming to the conditions and requirements of the RFP, is determined to be the most advantageous to the University, cost and other factors considered.

Notwithstanding the above, this RFP does not commit the University to award a contract from this solicitation. The University reserves the right to reject any or all offers and to waive formalities and minor irregularities in the proposal received.
6.21 **Reciprocal Preference**

In accordance with KRS 45A.494, a resident Offeror of the Commonwealth of Kentucky shall be given a preference against a nonresident Offeror. In evaluating proposals, the University will apply a reciprocal preference against an Offeror submitting a proposal from a state that grants residency preference equal to the preference given by the state of the nonresident Offeror. Residency and non-residency shall be defined in accordance with KRS 45A.494(2) and 45A.494(3), respectively. Any Offeror claiming Kentucky residency status shall submit with its proposal a notarized affidavit affirming that it meets the criteria as set forth in the above reference statute.

6.22 **Reports and Auditing**

Contractor shall provide a quarterly report to the University of all product(s) and/or service(s) based on an Excel template provided by the Purchasing Division. The template will require basic line item order information to include, but not limited to: purchase transaction date, purchase order number, product/catalog number, description, UOM, price each, extended price, invoice number, etc. The Excel reporting template is available upon request from the Purchasing Division and is subject to change. The Excel template provided by the Purchasing Division is the only reporting format that may be used; Contractor-submitted reports based on internal reporting or templates will not be accepted. The reporting date structure shall follow the below outline and begin with the quarter in which the contract is executed. The date of the purchase order (or other transaction type that may be used with the Contractor (e.g., procurement card)) shall determine the quarter in which the transaction is to be reported.

| Quarter 1 report for purchases dated July 1 through September 30 | Quarterly report due October 20 |
| FY Quarter 2 report for purchases dated October 1 through December 31 | Quarterly report due January 20 |
| FY Quarter 3 report for purchases dated January 1 through March 31 | Quarterly report due April 20 |
| FY Quarter 4 report for purchases dated April 1 through June 30 | Quarterly report due July 20 |

Report headers shall also be completed with the Contractor’s name, contract number, and reporting period.

Reports can be submitted via email to the Category Specialist or other Purchasing Officer responsible for the resultant contract or email to UKPurchasing@uky.edu based by the deadline(s) listed herein.

The University, or its duly authorized representatives, shall also have access to any books, documents, papers, records or other evidence which are directly pertinent to this contract for the purpose of financial audit or program review.

In the event that successful Contractor(s) does not meet the reporting requirements based on the terms and conditions herein, the contract is subject to cancellation or termination.
6.23  Confidentiality

The University recognizes an Offeror's possible interest in preserving selected information and data included in the proposal; however, the University must treat such information and data as required by the Kentucky Open Records Act, KRS 61.870, et seq.

Information areas which normally might be considered proprietary, and therefore confidential, shall be limited to individual personnel data, customer references, formulae and company financial audits which, if disclosed, would permit an unfair advantage to competitors. If a proposal contains information in these areas and the Offeror declares them to be proprietary in nature and not available for public disclosure, the Offeror shall declare in the Transmittal Letter the inclusion of proprietary information and shall noticeably label as confidential or proprietary each sheet containing such information. Proposals containing information declared by the Offeror to be proprietary or confidential, either wholly or in part, outside the areas listed above may be deemed non-responsive and may be rejected.

The University's General Counsel shall review each Offeror's information claimed to be confidential and, in consultation with the Offeror (if needed), make a final determination as to whether or not the confidential or proprietary nature of the information or data complies with the Kentucky Open Records Act.

6.24  Conflict of Interest

This Request for Proposal and resulting Contract are subject to provisions of the Kentucky Revised Statutes regarding conflict of interest and the University of Kentucky’s Ethical Principles and Code of Conduct (www.uky.edu/Legal/ethicscode.htm). When submitting and signing a proposal, an Offeror is certifying that no actual, apparent or potential conflict of interest exists between the interests of the University and the interests of the Offeror. A conflict of interest (whether contractual, financial, organizational or otherwise) exists when any individual, contractor or subcontractor has a direct or indirect interest because of a financial or pecuniary interest, gift or other activities or relationships with other persons (including business, familial or household relationships) and is thus unable to render or is impeded from rendering impartial assistance or advice, has impaired objectivity in performing the proposed work or has an unfair competitive advantage.

Questions concerning this section or interpretation of this section should be directed to the University purchasing officer identified in this RFP.

6.25  Copyright Ownership and Title to Designs and Copy

The contractor and University intend this RFP to result in a contract for services, and both consider the products and results of the services to be rendered by the contractor hereunder to be a work made for hire. The contractor acknowledges and agrees that the work and all rights therein, including (without limitation) copyright, belongs to and shall be the sole and exclusive property of the University. For any work that is not considered a work made for hire under applicable law, title and copyright ownership shall be assigned to the University.
Title to all dies, type, cuts, artwork, negatives, positives, color separations, progressive proofs, plates, copy and any other requirement not stated herein required for completion of the finished product for use in connection with any University job shall be the property of and owned by the University. Such items shall be returned to the appropriate department upon completion and/or delivery of work unless otherwise authorized by the University. In the event that time of return is not specified, the contractor shall return all such items to the appropriate University department within one week of delivery.

6.26 **University Brand Standards**

The contractor must adhere to all University of Kentucky Brand Standards. University Brand Standards are maintained by the University Public Relations Office (UKPR) and can be viewed at [http://www.uky.edu/prmarketing/brand-standards](http://www.uky.edu/prmarketing/brand-standards). Non-adherence to the standards can have a penalty up to and including contract cancellation. Only the UKPR Director or designee can approve exceptions to the University standards.

Graphics standards for the UK HealthCare areas are governed by UK HealthCare Clinical Enterprise Graphic Standards, found at: [https://ukhealthcare.uky.edu/staff/brand-strategy](https://ukhealthcare.uky.edu/staff/brand-strategy).

Contractor warrants that its products or services provided hereunder will be in compliance with all applicable Federal disabilities laws and regulations, including without limitation the accessibility requirements of Section 255 of the Federal Telecommunications Act of 1996 (47 U.S.C. § 255) and Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d), and its implementing regulations set forth at Title 36, Code of Federal Regulations, Part 1194. For purposes of clarity, updated regulations under Section 508 standards now incorporate WCAG 2.0, and for purposes of this agreement WCAG 2.0 Level AA compliance is expressly included. Contractor agrees to promptly respond to, resolve and remediate any complaint regarding accessibility of products or services in a timely manner and provide an updated version to University at no cost. If deficiencies are identified, University reserves the right to request from Contractor, a timeline by which accessibility standards will be incorporated into the products or services provided by Contractor and shall provide such a timeline within a commercially reasonable duration of time. Failure to comply with these requirements shall constitute a material breach of this Agreement and shall be grounds for termination of this Agreement.

Where any customized web services are provided, Contractor represents that it has reviewed the University’s Web Policy and all products or services will comply with its published standards.

Contractor will provide University with a current Voluntary Product Accessibility Template (VPAT) for any deliverable(s). If none is available, Vendor will provide sufficient information to reasonably assure the University that the products or services are fully compliant with current requirements.
7.0 SCOPE OF SERVICES

7.1 Detailed Services Defined

General Conditions:

1. The Contractor shall conduct their business in a courteous, orderly, ethical and business-like manner to maintain the confidence of the University community.

2. The Contractor shall be available for service calls twenty-four (24) hours a day, each day of the year.

3. The Contractor shall comply with all laws and regulations associated with motor vehicle towing and relocation as well as motorist assistance activities.

4. The University reserves the right to purchase the services defined herein from an alternate contractor if the selected contractor is unable to respond within the standard defined response period for non-emergency services. In the instance of a bona fide emergency, the University may summons the contractor with the fastest arrival time, or in the instance of accident or mechanical failure, the University may contact a towing service selected by the vehicle owner or operator.

5. The Contractor shall be liable for all damages and loss associated with provided services while a motor vehicle is being towed, relocated or otherwise in their possession and is a result of negligence or willful acts on the part of a person or persons employed by the contractor.

Towing and Relocation Services:

Towing and relocation services shall include all labor, equipment, tools and materials necessary for the prompt, reliable and efficient removal or relocation of motor vehicles from streets, parking areas or other University owned, leased or controlled property which are abandoned, parked in violation of law or University regulation, involved in a collision, checked for evidence including recovered stolen vehicles and vehicles belonging to individuals in the custody of the police; or otherwise obstructing or interfering with the vital functions of the University or otherwise restricting or hindering the daily business of the University, to include the facilitation of construction and renovation projects.

Towing Procedures:

1. Transportation Services or UKPD shall coordinate all non-consent motor vehicle tows or relocations on University owned, leased or controlled property.

2. The Contractor is prohibited from performing any non-consent motor vehicle tows or relocation services without the physical presence of an authorized Transportation Services or UKPD employee.

3. The Contractor shall assist and follow the instructions of the responsible Transportation Services or UKPD employee at the scene, to promote expeditious removal of the vehicle.
4. The Contractor is prohibited from performing any non-consent motor vehicle tows or relocation services without the physical presence of an authorized Transportation Services or UKPD employee.

5. The Contractor shall assist and follow the instructions of the responsible Transportation Services or UKPD employee at the scene, so as to promote expeditious removal of the vehicle.

6. Prior to towing or relocating a vehicle, the Contractor shall complete a tow receipt which shall be signed by the Transportation Services, UKPD, or other department or agency employee authorizing the tow, unless otherwise instructed by an authorized Transportation Services or UKPD employee. The tow receipt shall include the following:
   a. Date
   b. Vehicle make and model
   c. Vehicle year (if known)
   d. Vehicle color
   e. License plate state and number
   f. Vehicle identification number (VIN), if no permanent license plate is present
   g. Pre-existing damage to each vehicle towed or relocated
   h. Time elapsed between the call for service and the response time

7. A vehicle is considered towed and in the Contractor's possession, when a tow truck capable of towing the vehicle is in position to tow and any part of the towing apparatus is in contact with the vehicle to be towed.

8. The Contractor shall transport all non-consent towed vehicles to the University's impoundment lot located at 721 Press Avenue, unless otherwise directed by Transportation Services or UKPD.

9. The Contractor shall park vehicles within the University impoundment lot in such a way so as not to impede the movement of vehicles within the lot.

10. When possible, the Contractor shall properly secure impounded vehicles (e.g. roll up windows, lock doors, leave vehicles in gear, etc.) prior to leaving the impound lot.

11. When possible, the Contractor shall properly secure impounded vehicles (e.g. roll up windows, lock doors, leave vehicles in gear, etc.) prior to leaving the impound lot.

12. The Contractor shall alert the University to any breaches of the impoundment lot or of any impoundment lot gate malfunction.
Post Towing Procedures:

1. The University is responsible for notifying the registered owner of impounded motor vehicles located in the University's impoundment lot by certified letter within ten (10) business days as specified in KRS 376-275.

2. If an impounded motor vehicle remains unclaimed after fifteen (15) business days, the University will request relocation of the vehicle to an approved impoundment lot of the Contractor. This relocation shall be at no charge to the University.

3. The Contractor shall sign a vehicle release form before taking position of the vehicle and transporting out of the University's control.

4. The Contractor shall subsequently reimburse the University or credit the University's account in the amount of the original tow fee.

5. All subsequent notifications to the registered owner of the motor vehicle are the responsibility of the Contractor, as required by law.

6. Once the Contractor has taken position of the motor vehicle, they are solely responsible for the collection of all towing and storage fees owed them by the vehicle's owner.

7. Prior to the Contractor releasing a motor vehicle that was originally towed on behalf of Transportation Services or UKPD, the registered owner must appear in person to Transportation Services or UKPD to satisfy all outstanding fees owed the University.

8. The Contractor may, as specified in KRS 376-275, sell any unclaimed impounded motor vehicle after 45 days, but not before seven days' notice is given to the University of Kentucky, about the impending sale. Proceeds from the sale of the motor vehicle shall be applied as follows:

   a. Payment to the Contractor for its outstanding tow, transportation, storage, sale and collection fees.

   b. Payment to the University for its outstanding citation, impoundment and storage fees.

   c. Any remaining proceeds from the sale of the motor vehicle shall be applied to any prior recorded liens.
Immobilization Procedures:

In some circumstances, the University utilizes immobilization, using a wheel locking device, as a method of motor vehicle impoundment. Only the University is authorized to immobilize motor vehicles on campus. However, the University may direct the Contractor to remove a wheel locking device after hours and on weekends. In these instances, the Contractor will be contacted by an authorized Transportation Services or UKPD employee only after all outstanding fees and fines have been paid in full to the University. After hours payments will be made to UKPD. At no time is the Contractor authorized to take payment for the release of a wheel-locking device. Upon removal of a wheel locking device, the Contractor shall return the device within 48 hours to a specified location near the Transportation Services Main Office.

Motorist Assistance:

The Contractor shall provide discounted motorist assistance services to the campus community at the prescribed rates negotiated through this contract. These services shall, at a minimum, include consent tows, jump starts, lockout response, flat tire change, and limited fuel delivery for vehicles which have run out of fuel.

Payment of motorist assistance services by the University shall only be authorized for services related to official vehicles or as part of a legitimate University program (e.g. commuting carpools). All other motorist assistance services shall be privately paid by the vehicle owner/operator. The Contractor may require the operator to show their University identification card as proof of University enrollment or employment before honoring the negotiated University discounted service rates.

Communications:

1. The Contractor shall have a working two-way communication system capable of communicating with each tow truck operator.

2. The University will provide the Contractor with one (1) two-way radio and charging system capable of communicating with the University and receiving requests for service. The University reserves the right to adjust this communication system should there be a change in the University's internal communication methods.

3. For the purpose of monitoring and responding to motorist assistance calls, the Contractor shall permit the University, at University expense, to install a telephone on the Contractor's premises.
**Battery Jumpstart Service:**

University of Kentucky Transportation Services offers motorist assistance services to include no-cost on-campus battery jumpstart service 24 hours a day, 7 days a week for valid UK permit holders, patients and visitors. The Contactor shall offer battery jumpstart service to individuals meeting the below eligibility and shall be provided this service at no-cost, with billing instead being aggregated and invoiced monthly back to Transportation Services as described herein.

**Eligibility:**

1. Valid UK parking permit holder parked in an on-campus parking facility
2. UK Patients and visitors parked in a University visitor parking facility or at a University parking meter

**Jumpstart Service Procedures:**

1. UK valid parking permit holder, patient, visitor, or Transportation Services customer support staff, as necessary, contacts the University’s towing contractor
2. Towing contractor responds, records the requesting individual’s name, license plate, location, and permit number, if appropriate, and obtains the signature of the individual requesting the service
3. Towing contractor performs the service
4. Towing contractor aggregates billing and invoices along with other typical invoicing on a monthly basis to Transportation Services.
5. Transportation Services pays the towing contractor the standard contractual dead battery service charge for all documented valid claims

**Limitations:**

1. Transportation Services reserves the right to refuse free battery jump start service due to abuse or excessive use of this service by a single permit holder or for a vehicle parked in violation.
2. No-cost service is limited to jumpstarts only. All additional or advance service will be the financial obligation of the UK permit holder, patient or visitor requesting motorist assistance.
3. Service is limited to on-campus requests only. Requests for locations other than the contiguous Lexington campus may be referred to, or requested of, the University’s towing contractor. However, payment for off-campus jumpstarts shall be at the expense of the requesting individual at the contracted rate for valid UK permit holders and at the standard billing rate for all others.

Response Time:

1. The Contractor shall arrive at the designed location with forty-five (45) minutes from the time a request for service is made, unless inclement weather, traffic conditions or other conditions prevent the safe arrival during this response period and provided the Contractor advises the University of such a delay with thirty (30) minutes of the initial request for service.

2. The University shall impose a penalty of 50% of the contracted fee when the Contractor does not arrive on the scene with proper equipment to complete the requested service within the time limit prescribed above. The University's Director of Transportation Services or designee may, at his or her discretion, withdraw the penalty, if the Contractor advises the University in advance of an unanticipated response delay.

Equipment and Facilities:

1. The Contractor shall have sufficient vehicles and equipment necessary to successfully provide towing services to the University. At least one (1) tow truck shall be capable of operating within the University’s parking structures (height is restricted to ten feet, six inches (10’ 6”).

2. The Contractor shall keep current all certifications, licensure and registration on all vehicles.

3. The University shall provide the Contractor a minimum of one (1) electronic remote control capable of granting access to the University’s impoundment lot located at 721 Press Avenue.

Personnel and Training:

1. All tow truck drivers and operators shall be properly licensed, certified and trained in accordance with state and local laws.

2. The Contractor shall complete formal criminal background checks through the Kentucky Administrative Office of the Courts, or other prior approved method, for all employees assigned to work on University property prior to placement at the University. Any individual who is under indictment or has been convicted of a felony, sale or distribution of illegal drugs, sexual assault or sexual abuse crime shall be restricted from placement at the University unless specifically approved in writing by the University.
3. The Contractor shall be required to furnish their employees with a distinctive company uniform. Each uniform shall have the firm name, as well as the employee's name, in a conspicuous place. Each employee shall have sufficient uniforms so as to maintain a neat, clean appearance at all times. All drivers shall be in uniform before any towing or service operation begins. Wording, designs, photos, gestures or anything that could be considered offensive or obscene to the general public shall not be displayed on any part of the uniform.

4. The Contractor shall ensure all employees are informed of and abide by the University's regulations regarding the prohibition of deadly weapons as well as alcohol and drugs. Additionally, the Contractor shall ensure all employees are informed of and abide by the University's tobacco free regulation which prohibits the use of tobacco products on campus.

Records:

1. The contractor shall maintain record of all motor vehicle tows, relocations and motorist assistance services provided pursuant to this contract.

2. All records regarding motor vehicle tows, relocations and motorist assistance services shall be made available to the University upon request.

3. Records shall be maintained for all University related tows, relocations, and motorist assistance calls for a minimum of five (5) years.

Billing and Cash Handling:

1. Tow truck operators shall not accept payment for non-consent tows. Only authorized Transportation Services and UKPD employees are authorized to accept payment.

2. Individual University departments (e.g. Transportation Services, UKPD, etc.) shall be billed separately for their department's authorized services. Discounted motorist assistance service costs will be the responsibility of the owner/operator requesting the service, unless otherwise approved by Transportation Services or UKPD.

3. The Contractor shall invoice Transportation Services, UKPD and any other department authorizing services on a monthly basis for services performed. Only those services documented according to this RFP shall be paid by the University.

4. Invoices shall, at a minimum, include a description of each vehicle, date and nature of service, location of call, and itemized cost of services.
7.2 Optional Services

Please describe any optional services your company would be able to provide to the University.

8.0 FINANCIAL OFFER SUMMARY

Offeror’s are to provide a fixed price for the services offered.

<table>
<thead>
<tr>
<th>Item #</th>
<th>Service Description</th>
<th>Rate Type</th>
<th>Proposed Rate:</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>On-campus motor vehicle tow to University impound lot – less than 16,000 lbs GVW</td>
<td>fixed rate</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Light duty motor vehicle tow – less than 16,000 lbs GVW (less than 10 miles)</td>
<td>fixed rate</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Light duty motor vehicle tow – less than 16,000 lbs GVW (greater than 10 miles)</td>
<td>fixed rate + cost per mile</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Medium duty motor vehicle tow – 16,000 to 35,000 lbs GVW (less than 10 miles)</td>
<td>fixed rate</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Medium duty motor vehicle tow – 16,000 to 35,000 lbs GVW (greater than 10 miles)</td>
<td>fixed rate + cost per mile</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Heavy duty motor vehicle tow – greater than 35,000 lbs GVW (less than 10 miles)</td>
<td>fixed rate</td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Heavy duty motor vehicle tow – greater than 35,000 lbs GVW (greater than 10 miles)</td>
<td>fixed rate + cost per mile</td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Light duty motor vehicle relocation – less than 16,000 lbs GVW (less than one quarter mile)</td>
<td>fixed rate</td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>On-campus wheel-locking device (Boot) release</td>
<td>fixed rate</td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>Flat tire change (inside of New Circle Road)</td>
<td>fixed rate</td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>Jump start (inside of New Circle Road)</td>
<td>fixed rate</td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>Lockout (inside of New Circle Road)</td>
<td>fixed rate</td>
<td></td>
</tr>
<tr>
<td>13</td>
<td>Cost per mile for services 10, 11 and 12 above if provided outside of New Circle Road</td>
<td>cost per mile</td>
<td></td>
</tr>
</tbody>
</table>
### Section 2 – Discounted Motorist Assistance Services – Private Pay

<table>
<thead>
<tr>
<th>Item #</th>
<th>Service Description</th>
<th>Rate Type</th>
<th>Proposed Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>14</td>
<td>Tow within New Circle Road (light duty)</td>
<td>fixed rate</td>
<td></td>
</tr>
<tr>
<td>15</td>
<td>Tow outside New Circle Road (light duty)</td>
<td>fixed rate +</td>
<td></td>
</tr>
<tr>
<td></td>
<td>cost per mile</td>
<td></td>
<td></td>
</tr>
<tr>
<td>16</td>
<td>Flat tire change (inside of New Circle Road)</td>
<td>fixed rate</td>
<td></td>
</tr>
<tr>
<td>17</td>
<td>Jump start (inside of New Circle Road)</td>
<td>fixed rate</td>
<td></td>
</tr>
<tr>
<td>18</td>
<td>Lockout (inside of New Circle Road)</td>
<td>fixed rate</td>
<td></td>
</tr>
<tr>
<td>19</td>
<td>Out of fuel – cost of gas and delivery (inside of New Circle Road)</td>
<td>fixed rate +</td>
<td></td>
</tr>
<tr>
<td></td>
<td>cost of fuel</td>
<td></td>
<td></td>
</tr>
<tr>
<td>20</td>
<td>Cost per mile for services 16, 17, 18, and 19 above if provided</td>
<td>cost per mile</td>
<td></td>
</tr>
<tr>
<td></td>
<td>outside of New Circle Road</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

#### 8.1 Optional Services (Section 7.2)

Offeror’s must provide a bid on the optional services detailed in Section 7.2. The University shall, at its sole discretion, make the determination as to whether the optional service will be undertaken.

Please submit any offer on optional services by completing Section 7.2.

#### 8.2 Alternate Pricing

In addition to the above financial offer, the Offeror may submit alternative financial proposals, however the information requested above must be supplied and will be used for proposal evaluation purposes.

**Additional Financial Commitment**

In addition to the financial offers, please propose a financial commitment to assist the University. Options may include a signing bonus, scholarships, internships, commitment to hire University Graduates or a (%) percentage rebate.