

# COVER PAGE

## PROPOSER'S CERTIFICATION:

This proposal is deemed as an offer to provide Wrecker/Towing Services to the City of Key West. In submitting a proposal and by signing below, I declare that I agree to abide by all specifications, provisions, terms and conditions of same, and all ordinances and policies of the City. I agree that if the contract is awarded to Key West Towing, we will perform the work in accordance with the provisions, terms and conditions of the contract.

Key West Towing if chosen will provide the City a Franchise Fee as follows:

Payment to City:

Key West Towing in consideration of be the sole provider towing under the Scope of Work in RFP - 01 - 14 herein offers the City of Key West:

- Year 1 / 2014 ending December 31,2014 (prorated by Quarterly start date) \$59940.00
- Year 2 / 2015 ending December 31,2015 \$59940.00 with a increase based on the CPI figure as published by the Bureau of Labor Statistics or 3% whichever is higher.
- Any extensions base on terms of this contract will negotiated in good faith.

### **KEY WEST TOWING**

JAMES BOGOEFF

111 #407 US Hwy 1

Key West, Florida 33040

(305)294-5557

[kw towing@aol.com](mailto:kw towing@aol.com)

Key West Towing  
FIRM

  
AUTHORIZED SIGNOR

2-5-14  
DATE

JAMES BOGOEFF  
NAME PRINTED

## **TABLE OF CONTENTS**

**TAB I**      Cover Letter  
                 Management Summary - Philosophy

**TAB II**      Equipment and Terms Verification

**TAB III**     Acceptance of Conditions

**TAB IV**     Required form Submittals

**TAB V**      Details on RFP

**TAB VI**     Attachments

**Attachment I**    COMPANY POLICY & SAFETY MANUAL

**Attachment II**    FACILITY MAP

**Attachment III**   POS APPLICATION SYSTEMS

**Attachment IV**    CREDIT CARD MACHINES BIO

**Attachment V**     EMPLOYMENT APPLICATION

**Attachment VI**    STICKERS

**Attachment VII**   POWER POINT PRESENTATION

## **TAB I MANAGEMENT SUMMARY**

---

<b>Requirements</b>	<b>Response</b>
Indicate the underlying philosophy of the firm in providing the services stated within:	There are three key areas that set the philosophy of Key West Towing, with one key factor “ <b>Change</b> ”. The three key areas are: <b>Customer Service; Operational Efficiency; Financial Stability.</b>
Philosophy	<p><b>Customer Service:</b> Key West Towing believes providing strong customer service with knowledgeable staff is most important for someone whose vehicle has just been towed. Having a strong knowledgeable staff is important to excellent customer service. Our goal is to empower employees to deal effectively with customer issues and to minimize the customer's stress. We provide ongoing customer service training to staff and encourage staff to resolve customer service issues promptly giving the customer more knowledge of the situation not just posting rates. Staff is given the company policy and safety manual upon start of employment which outlines our strong customer service philosophy. Potential employees must complete an extensive employment application, drug testing and meet all medical requirements of the position. Key West Towing maintains and complies with all the requirements of a drug free work place and is an equal opportunity employer.</p> <p>Change is required and Key West Towing when chosen will provide that needed change.</p> <p>In the years on City Rotation, Key West Towing has not had to answer customer complaints from the City and has strived to give excellent customer service and will continue this solid track record when awarded the City Contract.</p> <p>Key West Towing will change Customer Service / Operational Efficiency to include:</p> <p>Our main facility, inside (4 vehicles) and outside storage (25 vehicles) will be located at 111 US Highway 1 #407 Rockland Key.</p> <p>Include a second overflow facility adjacent to 111 US Highway 1 #407 Rockland Key for an additional twenty five (25) vehicles,</p>

Requirements	Response
<p>Philosophy continue:</p>	<p>A third facility will be provided in Key West that will be a 48 HOUR TEMPORARY HOLDING FACILITY (ONLY) for parking violations, scooters, electric cars and other vehicles. These towed vehicles will remain in the 48 HOUR TEMPORARY HOLDING FACILITY to make it easier for the owners to access and pick up their vehicles. This will make it more convenient and eliminate the customer from having to pay transportation anywhere out of the city thus eliminating more of a financial burden. This re-enforces Key West Towing <b>Customer Service</b> appeal since locals and tourists alike will have 48 Hours to redeem their vehicle from the 48 HOUR TEMPORARY HOLDING FACILITY before it is moved to the main facility for continued storage.</p> <p>Key West Towing will also use a unique biodegradable sticker on the vehicle driver's side window that can be peeled off without the mess of most stickers (see attachment Tab VI).</p> <p>This sticker will have all information as provided by the city and necessary for vehicle identification. This eliminates any yellow grease marker handwritten identification information on vehicle. This too will eliminate the embarrassing and unprofessional program that now exists.</p> <p>When Key West Towing is chosen as the City of Key West vendor for towing it will experience change from the past towing issues. Key West Towing will offer change and excellent customer service. Going with Key West Towing is going with positive change for the future and "A PARTNERSHIP FOR SUCCESS".</p>
<p>Philosophy continue:</p> <p>(A. Towing Services Capabilities)</p>	<p><b>Operational Efficiency:</b></p> <p>Another strong capability of Key West Towing is our operational efficiency. We feel excellent customer service feeds directly into operational efficiency. We stand out among other vendors because of our people, their expertise, their experience and most of all their customer service skills. We have proven our expertise and experience in the past and will continue to increase operational efficiency to meet the needs of our customers.</p> <p>Key West Towing, being a city vendor by way of City Rotation for many years, has given us the insight as to how better operate on a daily basis.</p> <p>We will bring modern up-to-date wireless credit card machines (off site use) with printed receipts to facilitate the customer's needs on site.</p> <p>We will utilize a new software system. This professional management software program will help handle all dispatch needs, GPS truck tracking, time out and in on calls, vehicle lot inventory, administrative letters, abandoned vehicle documentation, daily auditing as well as a host of other features.</p>

Requirements	Response
	<p>Vehicles (drivers) will be outfitted with a Smart phone with two way communication between all staff and dispatching.  All smart phones will have the ability to create a tow ticket as well as send it to an on board printer mounted in the truck for on-site printing and tracking. While on site at anytime the driver will have a fully automated system to print tow ticket as well as take credit card payments and issue receipts.</p> <p>All three facilities will be outfitted with modern lighting and camera systems from ADT. All camera systems will have remote access as well as a 30 day play back loop.</p> <p>All Tow truck repairs and monthly preventive maintenance is out sourced to a local repair center for quick and efficient turn around.</p> <p>Uniforms for all employees will be provided as per the RFP requirements by an authorized uniform servicing company.</p>
Philosophy continue:	<p><b>Financial Stability:</b></p> <p>Key West Towing when chosen will provide the City a Franchise Fee as follows:</p> <p>Payment to City:</p> <p>Key West Towing in consideration of being the sole provider towing under the Scope of Work in RFP – 01 – 14 herein offers the City of Key West:</p> <ul style="list-style-type: none"> <li>• Year 1 / 2014 ending December 31,2014 (prorated by quarterly start date) \$59940.00</li> <li>• Year 2 / 2015 ending December 31, 2015 \$59940.00 with an increase based on the CPI figure as published by the Bureau of Labor Statistics or 3% whichever is higher.</li> <li>• Any extensions based on terms of this contract will negotiated in good faith.</li> </ul> <p>Key West Towing has opened a bank account at the local Capital Bank. This account is Key West Towing / City of Key West Trust Account.</p> <p>This account will have all initial tow fees placed in the account and held for each quarterly period. Example; the quarter starts on April 1, 2014 and ends on June 30, 2014. All initial tow fees will be deposited into this account for the 91 day period exclusively for the use for payment of the Quarterly Franchise fee to the City of Key West. Any remaining monies will then be deemed profit for that quarter.</p>

Requirements	Response
	<p>Key West Towing currently has a CPA firm that we will be used to audit and complete the itemization of work required by the city each month.</p> <p>The CPA firm will also complete the final quarterly documentation for payment of the franchise fee each quarter.</p> <p>Any time the City of Key West or its designee would deem an audit necessary the CPA firm will be notified and any and all documentation and any other request will be available at the CPA office for review. All cost associated with the audit will be paid by Key West Towing.</p>
Philosophy continue:	<p>When Key West Towing is chosen as the City of Key West vendor for towing it will experience positive change in excellent customer service as well as "A PARTNERSHIP FOR SUCSESS".</p> <p><b>CHANGE</b> is the driving factor for the success Key West Towing will present in <b>Customer Service, Operational Efficiency and Financial Stability.</b></p> <p>Key West Towing once chosen as the City of Key West Vendor for Towing will <b>CHANGE</b> operating systems, facility operations, office operations, update and equipment and vehicles necessary to exceed the City of Key West requirements, continue to excel in excellent customer service and maintain strong financial stability.</p>
(B. Technical Qualifications)	<p>Key West Towing has the proper equipment and qualified personnel as described in the RFP.</p> <p>Key West Towing has the proper Two-Way radio communication as described in the RFP.</p> <p>Key West Towing uses the POS Software that allows for itemized statements. This also allows for more efficiency in providing any records the City may request from Key West Towing.</p> <p>Key West Towing currently has the proper licensing as described in the RFP.</p> <p>Key West Towing will provide the proper "surety performance" bond in the amount of \$5,000 to the City.</p> <p>All drivers will have the proper licensing and/or will have for this RFP requirement. All drivers will have proper training, including training for the Fl. Uniform Traffic Control Law, Charter 316, Fl. Statutes as described in the RFP.</p>

Requirements	Response
	<p>Payment to City:</p> <p>Key West Towing in consideration of being the sole provider towing under the Scope of Work in RFP – 01 – 14 herein offers the City of Key West:</p> <ul style="list-style-type: none"> <li>• Year 1 / 2014 ending December 31,2014 (prorated by Quarterly start date) \$59940.00</li> <li>• Year 2 / 2015 ending December 31, 2015 \$59940.00 with an increase based on the CPI figure as published by the Bureau of Labor Statistics or 3% whichever is higher.</li> <li>• Any extensions based on terms of this contract will be negotiated in good faith.</li> </ul>

## **TAB II EQUIPMENT & TERMS VERIFICATIONS**

---

<b>Requirements</b>	<b>Response</b>
Provide stated equipment (Exhibit A)	<p>Key West Towing as a City Rotation Licensed tow company does, has and will continue to comply with all licensing and wrecker classifications and required equipment as spelled out in RFP# 01-14 pages 33 IV Wrecker Classifications and Requirements through page 36 Equipment Required.</p> <p>Key West Towing having been inspected by the City on an annual basis has passed each inspection on the first visit by City Inspector.</p> <p>All tow vehicles owned and operated by Key West Towing are free of any liens except for one piece of equipment.</p> <p>We have the required trucks and proper procedures as we are currently part of the City's rotation and could not be if we did not have the proper equipment. We have been in business since 2008.</p>
(B. Storage Facility)	<p>Our storage facility meets all the requirements as provided in the RFP for Inside, Outside, Crime Scene Storage and Office Facilities. In addition, we will have a local downtown facility to claim vehicle for better customer service in saving time/expense for customer in not having to do a trip outside city limits.</p>
Agree to stated rate structure (Exhibit B) (D. Proposal rates for service provided)	<p>We agree to the stated rate structure as provided in Exhibit B.</p> <p>Would further suggest to the City a "boot" option. "Booting" a vehicle is very cost effective and good customer service. Customer does not have to pay for a taxi or lost time going to storage facility since vehicle stays in place.</p>



## TAB III ACCEPTANCE OF CONDITIONS

Requirements	Response
Indicate any exceptions to the general terms and conditions of the RFP, and to insurance requirements listed in the RFP.	We hold no exceptions to the general terms and condition of this RFP. Nor do we hold any exceptions to any insurance requirements or other requirements listed in the RFP
Insurance Vendor Requirements as stated in RFP.	Commercial General Liability (Bodily and Property damage).....\$1 million each occurrence.
	Business Automobile – Bodily Injury and Property Damage Liability (Covering owned, non-owned, and hired automobiles).....\$1 million each occurrence includes liability for owned, non-owned and hired vehicles.
	Garage Keepers Liability.....\$300,000 combined single limit, sublimit of \$50,000 per vehicle with on-hook coverage.
	Workers Compensation (as prescribed by applicable law).....\$1 million statutory and employer liability; \$1 million each accident, \$1 million disease policy, \$1 million disease each employee.
	Agree with providing the City Waiver of Subrogation and CG 2026 Additional Insured endorsement.
	Certificates of Insurances will be provided to the City.

## **TAB IV REQUIRED FORMS SUBMITTANCE**

---

	<b>Provided by Bidder</b>	<b>Forms</b>
	<b>Yes</b>	Proposer Checklist
	<b>Yes</b>	Conflict of Interest
	<b>Yes</b>	Declaration Statement-2 pages
	<b>Yes</b>	Insurance Requirements
	<b>Yes</b>	Cone of Silence
	<b>Yes</b>	Equal Benefits for Domestic Partners
	<b>Yes</b>	Local Vendor Certification
	<b>Yes</b>	Anti-Kickback Affidavit
	<b>Yes</b>	Indemnification Form
	<b>Yes</b>	Public Entity Crimes Affidavit-2 pages
	<b>Yes</b>	Addendum No. 1 (New Addition)
	<b>Yes</b>	Addendum No. 2 (New Addition)
	<b>Yes</b>	Addendum No. 3 (New Addition)

ATTACHMENTS

THIS SHEET MUST BE SIGNED

CITY OF KEY WEST  
KEY WEST, FLORIDA  
FINANCE DEPARTMENT

Proposer Checklist

**IMPORTANT:** Please read carefully, sign in the spaces indicated and return with your Proposal.


Proposer should check off each of the following items as the necessary action is completed:

- The Proposal has been signed.
- All information as requested in the Proposer's Proposal Form is included.
- All applicable forms have been signed and included
- Any addenda have been signed and included.
- The mailing envelope has been addressed to:

CITY CLERK  
City of Key West  
3126 Flagler Ave.  
Key West, Florida 33040

- The mailing envelope **must be sealed and marked** with Proposal Number, Proposal Title and Due Date.
- The Proposal will be mailed or delivered in time to be received no **later** than the specified **due date and time**. (Otherwise Proposal cannot be considered.)

**ALL COURIER-DELIVERED PROPOSALS MUST HAVE THE RFP NUMBER AND TITLE ON THE OUTSIDE OF THE COURIER PACKET**

Company	Key West Towing Inc.	Name
Signature		Title
Date	01/10/2014	
Email	keytowing@aol.com	

**Conflict of Interest Affidavit**

By the signature below, the firm (employees, officers and/or agents) certifies, and hereby discloses, that, to the best of their knowledge and belief, all relevant facts concerning past, present, or currently planned interest or activity (financial, contractual, organizational, or otherwise) which relates to the proposed work; and bear on whether the firm (employees, officers and/or agents) has a possible conflict have been fully disclosed.

Additionally, the firm (employees, officers and/or agents) agrees to immediately notify in writing the Finance Director, or designee, if any actual or potential conflict of interest arises during the contract and/or project duration.

Key West Towing

Firm

  
Signature

01/10/2014

Date

James Bogoeff

Name Printed

Owner

Title of Person Signing Affidavit

State of Florida)

City of City West)

SUBSCRIBED AND SWORN to before me this 28th day of January, 20 14, by James Bogoeff, who is personally known to me to be the owner for the Firm, OR who produced the following identification: n/a

  
Notary Public



My Commission Expires: \_\_\_\_\_

Declaration Statement

City of Key West  
3126 Flagler Ave.  
Key West, FL 33040

**RE: RFP NO. 01-14-- "Wrecker/towing Services"**

Dear Mayor and Commissions:

The undersigned, as Proposer (herein used in the masculine, singular, irrespective of actual gender and number) declares that he is the only person interested in this proposal or in the contract to which this proposal pertains, and that this proposal is made without connection or arrangement with any other person and this proposal is in every respect fair and made in good faith, without collusion or fraud.

The Proposer further declares that he has complied in every respect with all the Instructions to Proposers issued prior to the opening of Proposals, and that he has satisfied himself fully relative to all matters and conditions with respect to the general condition of the contract to which the proposal pertains.

The Proposer puts forth and agrees to commence negotiations, in accordance with F.S. 287.055(5), and execute an appropriate City document for the purpose of establishing a formal contractual relationship between him, and the City.

**(Proposal Continued on Next Page)**

Declaration Statement

City of Key West  
3126 Flagler Ave.  
Key West, FL 33040

**RE: RFP NO. 01-14-- "Wrecker/towing Services"**

Dear Mayor and Commissions:

The undersigned, as Proposer (herein used in the masculine, singular, irrespective of actual gender and number) declares that he is the only person interested in this proposal or in the contract to which this proposal pertains, and that this proposal is made without connection or arrangement with any other person and this proposal is in every respect fair and made in good faith, without collusion or fraud.

The Proposer further declares that he has complied in every respect with all the Instructions to Proposers issued prior to the opening of Proposals, and that he has satisfied himself fully relative to all matters and conditions with respect to the general condition of the contract to which the proposal pertains.

The Proposer puts forth and agrees to commence negotiations, in accordance with F.S. 287.055(5), and execute an appropriate City document for the purpose of establishing a formal contractual relationship between him, and the City.

**(Proposal Continued on Next Page)**

Towing Company further certifies that it will meet all insurance requirements of the City of Key West as prescribed by the City's Risk Manager and agrees to produce valid, timely certificates of coverage. Should the Towing Company fail to provide acceptable evidence of current insurance within ten (10) days of receipt of written notice at any time during the agreement, the City shall have the right to consider the franchise breached and justifying the termination thereof.

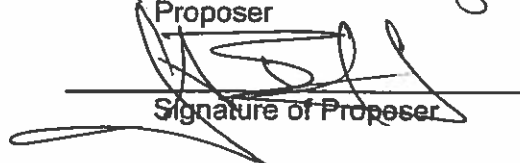
Compliance by the Towing Company and all sub Towing Company with the foregoing requirements as to carrying insurance and furnishing copies of the insurance policies shall not relieve the Towing Company and all sub Towing Company of their liabilities and obligations under this heading or under any other section or provision of this franchise agreement for wrecker service.

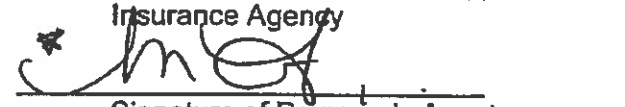
Throughout the term of this contract, Successful Proposer(s) and/or any and all sub Towing Company or anyone directly or indirectly employed by either of them shall maintain in force at their own expense, required insurance.

=====

PROPOSER'S AND INSURANCE AGENT'S STATEMENT:

We understand the insurance requirements of these specifications and that the evidence\* of insurability may be required within five (5) days of the award of RFP.

Key West Towing  
Proposer  
  
Signature of Proposer

International Insurance Center  
Insurance Agency  
  
Signature of Proposer's Agent

\* Insurance coverage is being obtained per outline.

CONE OF SILENCE

STATE OF FLORIDA

SS:

COUNTY OF MONROE

I the undersigned hereby duly sworn, depose and say that all owner(s), partners, officers, directors, employees and agents representing the firm of Key West Towing have read and understand the limitations and procedures regarding communications concerning City of Key West issued competitive solicitations pursuant to City of Key West Ordinance Section 2-773 Cone of Silence (attached).

BY:  \_\_\_\_\_

sworn and prescribed before me this 28th day of Jan., 2014

  
NOTARY PUBLIC, State of Florida

My commission expires:





EQUAL BENEFITS FOR DOMESTIC PARTNERS AFFIDAVIT

STATE OF FLORIDA )

: SS

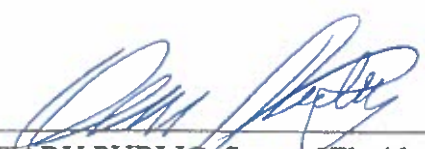
COUNTY OF MONROE )

I, the undersigned hereby duly sworn, depose and say that the firm of Key West Towing provides benefits to domestic partners of its employees on the same basis as it provides benefits to employees' spouses per City of Key West Ordinance Sec. 2-799.

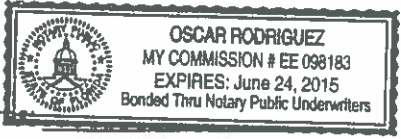
By: 

Sworn and subscribed before me this

28TH day of JAN., 2014.

  
\_\_\_\_\_  
NOTARY PUBLIC, State of Florida at Large

My Commission Expires



**LOCAL VENDOR CERTIFICATION PURSUANT TO CKW ORDINANCE 09-22  
SECTION 2-798**

The undersigned, as a duly authorized representative of the vendor listed herein, certifies to the best of his/her knowledge and belief, that the vendor meets the definition of a "Local Business." For purposes of this section, "local business" shall mean a business which:

- a. Principle address as registered with the FL Department of State located within 30 miles of the boundaries of the city, listed with the chief licensing official as having a business tax receipt with its principle address within 30 miles of the boundaries of the city for at least one year immediately prior to the issuance of the solicitation.
- b. Maintains a workforce of at least 50 percent of its employees from the city or within 30 miles of its boundaries.
- c. Having paid all current license taxes and any other fees due the city at least 24 hours prior to the publication of the call for bids or request for proposals.
  - Not a local vendor pursuant to Ordinance 09-22 Section 2-798
  - Qualifies as a local vendor pursuant to Ordinance 09-22 Section 2-798

If you qualify, please complete the following in support of the self certification & submit copies of your County and City business licenses. Failure to provide the information requested will result in denial of certification as a local business.

Business Name Key West Towing Phone: 305-294-5557  
 Current Local Address: Fax: 305-741-72297  
 (P.O Box numbers may not be used to establish status)  
111 US Hwy 1, #407, Key West, Fl. 33040

Length of time at this address 13 months

[Signature]  
 Signature of Authorized Representative

01/28/14  
 Date

STATE OF FLORIDA  
 COUNTY OF MONROE

The foregoing instrument was acknowledged before me this 28th day of JAN, 2014.  
 By JAMES BOGOEFF, of KEY WEST TOWING  
 (Name of officer or agent, title of officer or agent) Name of corporation acknowledged  
 or has produced DRIVER'S LICENSE as identification  
 (type of identification)

[Signature]  
 Signature of Notary

Return Completed form with Supporting documents to: City of Key West Purchasing

Print Name or State Approved Notary  
 OSCAR RODRIGUEZ  
 MY COMMISSION # EE 098183  
 EXPIRES: June 24, 2015  
 Bonded Thru Notary Public Underwriters

 OSCAR RODRIGUEZ  
 MY COMMISSION # EE 098183  
 EXPIRES: June 24, 2015  
 Bonded Thru Notary Public Underwriters



**CITY OF KEY WEST INDEMNIFICATION FORM**

To the fullest extent permitted by law, the Contractor expressly agrees to indemnify and hold harmless the City of Key West, their officers, directors, agents, and employees (herein called the "indemnities") from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees and court costs, such legal expenses to include costs incurred in establishing the indemnification and other rights agreed to in this Paragraph, to persons or property, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor its Subcontractors or persons employed or utilized by them in the performance of the Contract. Claims by indemnities for indemnification shall be limited to the amount of Contractor's insurance or \$1 million per occurrence, whichever is greater. The parties acknowledge that the amount of the indemnity required hereunder bears a reasonable commercial relationship to the Contract and it is part of the project specifications or the bid documents, if any.

The indemnification obligations under the Contract shall not be restricted in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor under workers' compensation acts, disability benefits acts, or other employee benefits acts, and shall extend to and include any actions brought by or in the name of any employee of the Contractor or of any third party to whom Contractor may subcontract a part or all of the Work. This indemnification shall continue beyond the date of completion of the work.

CONTRACTOR: Key West Towing

SEAL:

111 US Hwy 1, #407, Key West, Fl. 33040

Address



Signature

James Bogoeff

Print Name

Owner

Title

01/28/14

Date

**SWORN STATEMENT UNDER SECTION 287.133(3)(a)  
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

**THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICE  
AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement is submitted with Bid, Bid or Contract No. RFP # 01-14 for  
City of Key west Wrecker/Towing Seng Services

2. This sworn statement is submitted by Key West Towing RFP # 01-14  
(Name of entity submitting sworn statement)

whose business address is 111 US HWY 1. #407, Key West, Fl. 33040  
and (if applicable) its Federal  
Employer Identification Number (FEIN) is 26-3187756 (If the entity has no FEIN,  
include the Social Security Number of the individual signing this sworn statement.)

3. My name is James Bogoeff and my relationship to  
(Please print name of individual signing)

the entity named above is Key West Towing

4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including but not limited to, any Bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means

1. A predecessor or successor of a person convicted of a public entity crime: or

2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(8), Florida Statutes, means any natural

person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which Bids or applies to Bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (Please indicate which additional statement applies.)

There has been a proceeding concerning the conviction before a hearing of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

The person or affiliate has not been put on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

(Signature)

(Date)

STATE OF FLORIDA

COUNTY OF MONROE

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

JAMES BOGOEFF who, after first being sworn by me, affixed his/her signature in the  
(Name of individual signing)

space provided above on this 28<sup>TH</sup> day of JAN., 2014.

My commission expires:

Oscar Rodriguez  
NOTARY PUBLIC



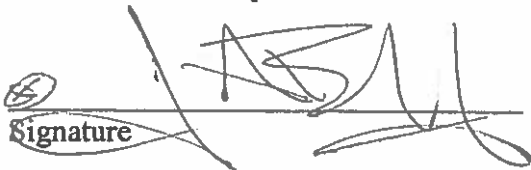
ADDENDUM NO. 1  
RFP – 01-14 – WRECKING/TOWING SERVICES

To All Bidders:

The following change is hereby made a part of RFP 01-14 – Wrecking/Towing Services, as fully and as completely as if the same were fully set forth therein:

**The opening date is January 22, 2014  
Proposal Close Date/Opening time is at 3:30 PM**

All Bidders shall acknowledge receipt and acceptance of this Addendum No. 1 by acknowledging Addendum in their proposal or by submitting the addendum with the bid package. Bids submitted without acknowledgement or without this Addendum may be considered non-responsive.

  
Signature

Key West Towing  
Name of Business

ADDENDUM NO. 2  
RFP - 01-14

To All Bidders:

The following change is hereby made a part of RFP 01-14 – Wrecker/Towing Services as fully and as completely as if the same were fully set forth therein:

***Page 2 “Legal Notice”***

Replace

~~“Pursuant to approval by the City Clerk, Sealed Proposals to provide Wrecker/Towing Services will be received until 3:30 p.m., on January 22, 2014 by the City Clerk’s Office, 3126 Flagler Ave, Key West, Florida 33040.”~~

With

“Pursuant to approval by the City Clerk, Sealed Proposals to provide Wrecker/Towing Services will be received until 3:00 p.m., on February 5, 2014 by the City Clerk’s Office, 3126 Flagler Ave, Key West, Florida 33040.”

***Page 4 “E Projected Timetable”***

Replace

Event	Date
<del>Issue RFP Notice</del>	<del>December 16, 2013</del>
<del>Pre-Proposal Conference</del>	<del>December 27, 2013</del>
<del>Last Date for Receipt of Written Questions</del>	<del>January 15, 2014</del>
<del>Proposal Close Date/ Opening by City Clerk</del>	<del>January 22, 2014</del>
<del>Evaluation Committee Meeting</del>	<del>January 24, 2014</del>
<del>Commission Meeting</del>	<del>February 4, 2014</del>

With

Event	Date
<u>Issue RFP Notice</u>	<u>December 16, 2013</u>
<u>Pre-Proposal Conference</u>	<u>December 27, 2013</u>
<u>Last Date for Receipt of Written Questions</u>	<u>January 24, 2014</u>
<u>Proposal Close Date/ Opening by City Clerk</u>	<u>February 5, 2014</u>
<u>Evaluation Committee Meeting</u>	<u>February 7, 2014</u>
<u>Commission Meeting</u>	<u>February 19, 2014</u>



**Page 7, "Payment to the City"**

Replace

~~In consideration of the Towing Company being called by the City for the term as provided in "Terms and Conditions" below, the Towing Company shall pay to the City, so long as this Agreement is in effect, a fee for each tow (excluding City owned or leased vehicles/vessels) described in the "Scope of Work" in this Agreement. The Towing Company shall specify the fee it is offering to pay the City per tow in response to this request for proposals.~~

~~The Towing Company shall remit to the City an itemized list of work completed for the prior month along with the appropriate total fee no later than fifteenth of the following month (i.e. September's payment will be due by October 15). Failure of the Towing Company to remit the appropriate fee amount within the time allotted shall be grounds, at the discretion of the City, to terminate this Agreement.~~

With

In consideration of the Towing Company being called by the City for the term as provided in "Terms and Conditions" below, the Towing Company shall pay to the City, so long as this Agreement is in effect, a flat fee for the franchise granted pursuant to this request for proposals to perform the services described in the "Scope of Work" in this Agreement. The Towing Company shall specify the minimum fee it is offering to pay the City in response to this request for proposals.

The Towing Company shall remit to the City an itemized list of work completed for the prior month no later than the fifteenth of the following month (i.e. September's list will be due by October 15). The Company shall also remit the franchise fee in quarterly installments beginning with the conclusion of the third month following commencement of the contract entered into between the parties. Failure of the Towing Company to remit the appropriate fee amount within the time allotted shall be grounds, at the discretion of the City, to terminate this Agreement.

**Page 20, "D) Delivery of Proposals"**

Replace

~~"All Proposals are to be delivered before 3:00 p.m., local time, on or before January 11, 2014 to:"~~

With

"All Proposals are to be delivered before 3:00 p.m., local time, on or before February 5, 2014 to:"

**Page 21 "3. Evaluation Criteria"**

Replace

~~"D. Proposed rates for service provided (proposed dollar amount paid to City per tow.)"~~

With

D. Proposed rates for service provided-(proposed minimum franchise fee to be paid to City in quarterly installments.)

**Page 21 "5. Final Selection"**

Replace

~~"The final selection likely will be scheduled on the agenda of the City Commission Meeting to be held at 6:00 p.m. February 4, 2014."~~

With

"The final selection likely will be scheduled on the agenda of the City Commission Meeting to be held at 6:00 p.m. February 19, 2014."

All Bidders shall acknowledge receipt and acceptance of this Addendum No. 1 by acknowledging Addendum in their proposal or by submitting the addendum with the bid package. Bids submitted without acknowledgement or without this Addendum may be considered non-responsive.

  
Signature

Key West Towing  
Name of Business



**THE CITY OF KEY WEST**

POST OFFICE BOX 1409  
KEY WEST, FLORIDA 33041-1409  
WWW.KEYWESTCITY.COM

**ADDENDUM NO. 3  
RFP 01-14 – Wrecker/Towing Services**

**To All Bidders:**

**The following information is provided in accordance with RFP 1-14 – Wrecker/Towing Services as fully and as completely as if the same were fully set forth therein:**

**Attached you will note questions from the McGovern Law Firm, answers from the Key West Police Department, and equipment list.**



MAILING ADDRESS: P.O. BOX 5530 ■ KNOXVILLE, TENNESSEE 37928  
STREET ADDRESS: 3021 TAZEWELL PIKE ■ KNOXVILLE, TENNESSEE 37918  
865.686.4891 ■ Fax 865.687.1732 ■ m.chaal@themcgovernlawfirm.com

Via e-mail only: [dlee@keywestcity.com](mailto:dlee@keywestcity.com)

January 15, 2014

Donald Lee, Chief of Police  
City of Key West Police Department  
1604 N Roosevelt Boulevard  
Key West, Florida 33040

RE: Request for Proposal #01-14; Wrecker/Towing Services

Dear Chief Lee:

Pursuant to the Paragraph (1)(B), page 3, of the above-referenced Request for Proposals, and on behalf of proposer Anchor Towing, please respond to the following questions:

**Page 5: Free towing of City-owned and seized vehicles**

What types of vehicles and/or vessels are included in the City's fleet? Is the contractor required to tow Key West Transit buses for free? Ambulances? Fire trucks? Boats ("vessels")?

The RFP provides that the contractor is to provide "towing *and/or servicing* of disabled vehicles" for no charge. Does "servicing" include any necessary automotive repairs? Does "servicing" include vehicle recovery, e.g., extraction of a City-owned vehicle from Garrison Bight?

How many City-owned vehicles required towing in the last 12 months?

How many seized vehicles were towed in the last 12 months?

Is there a limit on the number of City-owned and/or seized vehicles that must be towed for free?

**Page 7: Payment to the City**

Does the per-tow "fee" paid by the contracting towing company constitute an improper revenue-raising measure in violation of Art. VII, Sections 1(a) and 9(a) of the Florida Constitution, and Ch. 166 of the Florida Statutes?

Does the per-tow "fee" constitute an indirect, discriminatory tax levied upon the owners of towed vehicles? See *Gross v. Township of Ocean*, 92 N.J. 539, 457 A.2d 836 (N.J. 1983).

Donald Lee, Chief of Police  
City of Key West Police Department  
January 15, 2014  
Page Two

**Page 8: Prohibited charges**

How many vehicles were towed in error by the City in the last 12 months?

Is there a limit on the number of mistaken tows that the contractor must subsidize?

**Page 9: Storage facilities**

Does "vehicles ... must be separately fenced and locked" mean that vehicles impounded pursuant to the contract must be segregated by fencing and separated from all other impounded vehicles?

What is the difference between "storage space" and "working area"? Does the "working area" of 9' x 20' include the space for the vehicle being examined or is it in *addition to* the "storage space"?

**Pages 9/10: Storage facilities**

What is the definition of "physical plant" for purposes of the RFP?

May a proposer have more than one storage location as long as each storage location meets the specifications of the RFP/contract?

**Page 11: Vehicle "holds"**

Does the requirement of unlimited evidentiary vehicle "holds" without compensation for storage fees or costs violate Florida Statute § 323.001?

**Page 12: Wrecker equipment and towing company personnel**

Does a *life-time* ban of all felons, even those with convictions unrelated to the operation of a towing company or tow truck, violate the Equal Protection Clause of the U.S. Constitution? *See Gregg v. Commissioner Larson*, 732 F.Supp. 849 (E.D. Tenn. 1989) and *Brown v. Murphy*, 224 N.Y.S.2d 423 (N.Y. Sup. 1962).

The RFP provides that a conviction of a municipal ordinance violation "directly relating to the business of operating a wrecker" results in a life-time ban. Is speeding in a tow truck directly related to the business of operating a wrecker, thus disqualifying the company owner or driver? A municipal ordinance motor vehicle equipment violation, *e.g.*, inoperable headlight on a tow truck? A municipal zoning or land use violation?

The RFP provides that a conviction of a felony or misdemeanor "directly relating to the business of operating a wrecker" results in a life-time disqualification. However, another paragraph on page 12 indicates that a conviction for DUI – which clearly relates to the business of operating a wrecker – only disqualifies for five years. Is a DUI conviction a life-time ban or only a 5-year ban?

Donald Lee, Chief of Police  
City of Key West Police Department  
January 15, 2014  
Page Three

**Page 19: Cash bond**

The winning contractor must post a \$5,000 cash performance bond “for the purpose of defraying costs incurred by the City in making adequate arrangements for the removal of vehicles.” Throughout the RFP, it is repeatedly stated that the City shall incur no expense or cost in the towing of vehicles, *i.e.*, the vehicle owner is responsible for all charges and fees. What costs does the City expect to have in the event of a breach by the contractor? In other words, why is a cash performance bond necessary?

I will look forward to your prompt response to these inquiries.

Sincerely yours,



Michael P. McGovern

MPM:rl

cc: Anchor Towing (via e-mail)  
Shawn Smith, City Attorney (via e-mail)  
Loriellen Robertson, Esq. (via e-mail)

**Donald J. Lee, Jr.**  
**Chief of Police**



**Key West**  
**POLICE DEPARTMENT**

January 26, 2014

RE: Request for Proposal #01-14; Wrecker/Towing Services

Dear Mr. McGovern:

Pursuant to Paragraph (1)(B) written questions were submitted and the answers are contained herein:

Question:

What types of vehicles and/or vessels are included in the City's fleet? Is the contractor required to tow Key West Transit buses for free? Ambulances? Fire Trucks? Boats (vessels)

Answer:

The fleet currently consists of vehicles on the list attached hereto. Yes. Yes, although the city does not own any ambulances at the current time. Yes. Yes.

Question:

The RFP provides that the contractor is to provide "towing and/or servicing of disabled vehicles" for no charge. Does "servicing" include any necessary automotive repairs? Does "servicing" include vehicle recovery e.g. extraction of a City-owned vehicle from Garrison Bight?

Answer:

Services include those typically related to the towing industry to include such activities as flat tires, lockouts and dead batteries but does not include vehicle repair. Recovery such as provided in the example would be expected.

Question:

How many City-owned vehicles required towing in the last 12 months?

Answer:

37 City vehicles were towed in 2013, mostly City buses.



**RESPECT - INTEGRITY - FAIRNESS - SERVICE**

Key West Police Department 1604 N. Roosevelt Blvd. Key West, FL 33040 (305) 809-1111  
[www.keywestcity.com](http://www.keywestcity.com)



**Donald J. Lee, Jr.**  
**Chief of Police**



**Key West**  
**POLICE DEPARTMENT**

Question:

How many seized vehicles were towed in the last 12 months?

Answer:

1 seized scooter towed in 2013. 9 vehicles and 7 scooters were towed when the seizure lots were relocated.

Question:

Is there a limit on the number of City-owned and/or seized vehicles that must be towed for free?

Answer:

No.

Question:

Does the per-tow "fee" paid by the contracting towing agency constitute an improper revenue-raising measure in violation of Art. VII, Sections 1(a) and 9(a) of the Florida Constitution, and Ch. 166 of the Florida Statutes?

Answer:

Question no longer applicable. Please see second addendum.

Question:

Does the per-tow "fee" constitute an indirect, discriminatory tax levied upon the owners of towed vehicles? See *Gross v. Township of Ocean*, 92 N.J. 539, 457 A.2d 836 (N.J. 1983).

Answer:

Question no longer applicable. Please see second addendum.

Question:

How many vehicles were towed in error by the City in the last 12 months?



**RESPECT - INTEGRITY - FAIRNESS - SERVICE**

Key West Police Department 1604 N. Roosevelt Blvd. Key West, FL 33040 (305) 809-1111  
www.keywestcity.com





**Donald J. Lee, Jr.**  
**Chief of Police**



**Key West**  
**POLICE DEPARTMENT**

Answer:

1 vehicle was towed in error in 2013.

Question:

Is there a limit on the number of mistaken tows that the contractor must subsidize?

Answer:

No.

Question:

Does "vehicles...must be separately fenced and locked" mean that vehicles impounded pursuant to the contract must be segregated from all other impounded vehicles?

Answer:

No.

Question:

What is the difference between "storage space" and "working area"? Does the "working area" of 9' by 20' include the space for the vehicle being examined or is it in addition to the "storage space"?

Answer:

Working area may include the storage space.

Question:

What is the definition of "physical plant" for purposes of the RFP?

Answer:

As indicated in the RFP, the "physical plant" is the grounds or location of the business.

Question:



**RESPECT - INTEGRITY - FAIRNESS - SERVICE**

Key West Police Department 1604 N. Roosevelt Blvd. Key West, FL 33040 (305) 809-1111  
[www.keywestcity.com](http://www.keywestcity.com)



**Donald J. Lee, Jr.**  
**Chief of Police**



# Key West **POLICE DEPARTMENT**

May a proposer have more than one storage location as long as each storage location meets the specifications of the RFP/contract?

Answer:

Yes, but each location must *independently meet all* criteria and specifications.

Question:

Does the requirement of unlimited evidentiary vehicle "holds" without compensation for storage fees or costs violate Florida Statute §323.001?

Answer:

No. Further, the parties agree to waive fees for evidentiary holds. Receipt of this contract constitutes consideration on behalf of the tow company awarded said contract.

Question:

Does a *life-time* ban of all felons, even those with convictions unrelated to the operation of a towing company or tow-truck, violate the Equal Protection Clause of the U.S. Constitution? See *Gregg v. Commissioner Larson*, 732 F.Supp. 849 (E.D. Tenn. 1989) and *Brown v. Murphy*, 224 N.Y.S.2d 423 (N.Y. Sup. 1962).

Answer:

No.

Question:

The RFP provides that a conviction of a municipal ordinance violation "directly relating to the business of operating a wrecker" results in a life-time ban. Is speeding in a tow truck directly related to the business of operating a wrecker, thus disqualifying the company owner or driver? A municipal ordinance motor vehicle equipment violation *e.g.* inoperable headlight on a tow truck? A municipal zoning or land use violation?

Answer:

To receive a ban the conviction would be related to the business of operating a wrecker. A speeding citation or inoperable headlight would be a civil citation and therefore not a conviction for a municipal ordinance violation. Speeding in a wrecker to such a degree that it is reckless driving may constitute a



**RESPECT - INTEGRITY - FAIRNESS - SERVICE**

Key West Police Department 1604 N. Roosevelt Blvd. Key West, FL 33040 (305) 809-1111  
[www.keywestcity.com](http://www.keywestcity.com)



**Donald J. Lee, Jr.**  
**Chief of Police**



**Key West**  
**POLICE DEPARTMENT**

misdemeanor and would result in a ban if it resulted in a conviction and were directly related to the operation of a wrecker. Any violation of municipal ordinances would have to be directly related to the business of operating a wrecker to qualify.

Question:

The RFP provides that a conviction of a felony or misdemeanor "directly relating to the business of operating a wrecker" results in a life-time disqualification. However, another paragraph on page 12 indicates that a conviction for DUI – which clearly relates to the business of operating a wrecker – only disqualifies for five years. Is a DUI conviction a life-time ban or only a 5-year ban?

Answer:

If the offense were committed in such a way that clearly relates to the business of operating a wrecker it would result in a lifetime ban *e.g.* a DUI in your tow truck. An offense committed that has no relation to the business and is only related to the personal life of the individual, would only result in a 5-year ban.

Question:

The winning contractor must post a \$5,000 cash performance bond "for the purposes of defraying costs incurred by the City in making adequate adjustments for the removal of vehicles." Throughout the RFP, it is repeatedly stated that the City shall incur no expense in the towing of vehicles, *i.e.* the vehicle owner is responsible for all charges and fees. What costs does the City expect to have in the event of a breach by the contractor? In other words, why is a cash performance bond necessary?

Answer:

A performance bond is required to cover the costs of a contractor not performing. Should a contractor breach, the City would incur costs for performing that contractor's duties or costs for hiring another to perform those duties. By definition a performance bond is to defray costs incurred when one party stops performing.

Sincerely,

Donald J. Lee, Jr.



**RESPECT - INTEGRITY - FAIRNESS - SERVICE**

Key West Police Department 1604 N. Roosevelt Blvd. Key West, FL 33040 (305) 809-1111  
[www.keywestcity.com](http://www.keywestcity.com)



All Bidders shall acknowledge receipt and acceptance of this Addendum No. 3 by acknowledging Addendum in their proposal or by submitting the addendum with the bid package. Bids submitted without acknowledgement or without this Addendum may be considered non-responsive.

  
Signature

Key West Towing

Name of Business

## TAB V DETAILS ON RFP

---

### Scope of Work

- ^ Key West Towing, shall at the direction of all authorized representatives of the City of Key West tow and store any and all motor vehicles, vessels, trailers, motorcycles or motor scooter under the provisions of the Code of Ordinances of the City of Key West. Key West Towing shall only charge the applicable maximum rate specified herein RFP #01-14.
- ^ Key West Towing, shall provide towing and storage of vehicles, motorcycles, motor scooter or trailers from accident scenes and under the provisions of the Code of Ordinances of the City of Key West. Key West Towing shall only charge the applicable maximum rate specified herein RFP #01-14.
- ^ Key West Towing, shall at the request of any vehicle, motorcycle, motor scooter or trailer owner involved in an accident or disabled tow such at the request of the registered owner take to any location other than the place of the business of Key West Towing. Key West Towing under the provisions of the Code of Ordinances of the City of Key West. Key West Towing shall only charge the applicable maximum rate specified herein RFP #01-14.
- ^ Key West Towing, shall at the direction of all authorized representatives of the City of Key West, tow and store vehicles and vessels seized under Chapter 932, F.S. or needing to be moved from point A to point B up to a distance of 40 miles.
- ^ It is agreed that upon payment of all authorized charges Key West Towing shall return any low speed vehicle (i.e. moped/scooter/electric car) to the owner or authorized representative within limits of the City of Key West WITHOUT CHARGE.
- ^ It is agreed all seized vehicles and vessels shall be stored at the main towing facility and maintained in the condition they were received.
- ^ Key West Towing, shall at NO COST to the City of Key West clean all debris off the public streets, ways, sidewalks, parks, avenues and property of the City and remove the same to proper place away from the scene of any and all accidents being serviced by Key West Towing.
- ^ Key West Towing guarantees the City of Key West wrecker service shall be rendered at any and all times, as required by the agreement (RFP #01-14).
- ^ Key West Towing agrees and guarantees the City of Key West twenty-four (24) hours a day, seven (7) days a week, including holidays on call services subject to calls at any and all times of the day and night.

- ^ Key West Towing agrees and guarantees the City of Key West a response time to the location within the City limits of not greater than thirty (30) minutes.
- ^ It is agreed and understood that any response time greater than thirty (30) minutes may be assessed as outlined specified herein RFP #01-14.
- ^ It is agreed Key West Towing shall answer expeditiously all calls from the Key West Police Department, or other City representative, for on-scene service at accidents and shall immediately remove all obstructions caused by accidents.
- ^ Upon request, Key West Towing shall provide the Key West Police Department with reasonable assistance in the examination of vehicles stored by company. Such assistance shall include the availability and use of a wrecker at the storage site for the moving of vehicles to be examined by the police.
- ^ Key West Towing agrees all services rendered by our company under this section shall be at no expense to the City, unless specifically provided otherwise. This shall not prevent Key West Towing from charging the owner of the vehicle for such services according to the rate structure.

## **EQUIPMENT AND TERMS VERIFICATION**

### **Equipment:**

Key West Towing has the required trucks and proper procedures as we are currently part of the City's towing/wrecker rotation services. All four trucks, fully owned with no payments owed, will be utilized for the services in this proposal.

### **Storage Facility:**

Our principal storage facility and office facilities in Rockland Key meet all the requirements in this RFP. The facilities are leased solely by Key West Towing and providing at a minimum 25 spaces with 4 inside storage spaces. The facility is equipped with lighting on all four corners of the property as well as around the building, 6ft high fencing, ADT Alarm and Camera System monitored by phone with playback. This lot will house all accident and arrest towed vehicles. Please reference Main Storage Facility diagram in TAB VI, attachments.

And additionally, to provide an improved customer service experience and increase efficiency, we will have a local downtown storage facility within the city limits thus saving time and expense for the customer. This lot, if approved, will house all towed scooters and parking violations. With regard to crime scene storage, Key West Towing will provide a removable "HOLD" sticker. This sticker will serve as a useful tool for tracking and storage.

### **Technical Qualifications:**

Key West Towing has been in business since 2008 with rock solid financial and operational stability. We currently are part of the City of Key West Towing rotation and meet all the requirements, audit and inspections that are required by the City towing rotation.

### **Proposed Rates for Services:**

- Key West Towing is proposing a rate for services as \$59940.00 for the 1<sup>st</sup> year... (prorated by Quarterly start date)

The contract when awarded may be adjusted annually in accordance with the percentage change in the U.S. Department of Commerce Consumer Price Index (CPI) for all Urban Consumers as reported by the U.S. Bureau of Labor Statistics or 3% whichever is great.

**ACCEPTANCE OF CONDITIONS**

We, KEY WEST TOWING, hold no exceptions to the general terms and conditions of this Request for Proposal nor to the Insurance requirements and understand that no exceptions to these documents will be considered after the award, or if applicable, during negotiations.

We accept the Insurance Vendor Requirements as stated in the RFP:

Commercial General Liability (Bodily and Property damage).....	\$1,000,000
Business Automobile – Bodily Injury and Property Damage Liability.....(covering owned, non-owned and hired automobiles)	\$1,000,000
Garage Keepers Liability.....	\$300,000
Workers Compensation (as prescribed by applicable law).....	\$1,000,000



**ATTACHMENT 1 COMPANY POLICY & SAFETY MANUAL**

# KEY WEST TOWING

111 # 407 US Highway 1  
Key West Florida 33040

COMPANY POLICY AND SAFETY MANUAL



## **INTRODUCTION**

This manual is designed to provide drivers, employees, and all other concerned parties with information regarding the operational policies, safety policies and general practices of this company. A wide scope of information is provided herein. However, it is not the intent of the company to list all of its programs, policies and or procedures in this manual. It is also understood that the information contained herein is subject to change at the discretion of the company. Additional policies and directives may be issued at any time.

It is the intent of this company to operate safely and in accordance with the regulations set forth by the Department of Transportation and all other applicable agencies. Nothing in this manual is designed to supersede these regulations. All drivers are expected to operate safely and courteously on the highways. Evidence that this requirement is not being honored will result in the immediate revocation of the safety clearance of the offending driver.

## **GENERAL POLICIES**

1. All drivers are expected to operate within the limits set forth in the federal regulations, and local, municipal and state laws of all jurisdictions operated in This is inclusive of logging regulations, weight limitations, speed limits, and physical requirements. Drivers who violate these laws will be subject to disciplinary action by the company.
2. Drugs and alcohol are strictly prohibited in any vehicle operating on behalf of the company.
3. Firearms are strictly prohibited in all vehicles operating on behalf of the company.
4. Pets/animals of any kind are expressly forbidden from being in any vehicle operating on behalf of the company.
5. Unauthorized passengers are not allowed. When transporting a broken down vehicle, be sure that the number of people that you transport that were in that vehicle does not exceed the number of seat belts available in your vehicle.
6. All customers, employees and members of the general public are to be treated with respect and courtesy.
7. Paperwork is to be turned in at the end of each tow. This includes all receipts and monies collected.
8. If monies are collected from a customer, a valid company receipt must be provided to that customer and the duplicate copy must be turned in to the company.
9. Accidents must be reported to the company as soon after the accident as possible. Failure to report accidents will result in the revocation of the driver's safety clearance.
10. All drivers are expected to call in upon arrival at the tow location, and call in again once the car is secured and enroute to a destination.
11. C.B.s are a valuable tool for drivers. Please use yours with respect for the motoring public. We do not expect our drivers and representatives to use profanity or vulgarities on the radio.

12. It is expressly forbidden for any employee or agent of the company to come onto company property under the influence of any illegal drug or alcohol.
13. All calls are to be made in a timely fashion. This company does not require or allow any driver to violate state or federal laws in order to get to a tow location in a timely manner.
14. Fuel should be purchased only at authorized fuel stops. If such stops have not been designated, it is the responsibility of the driver to help control fuel costs by buying fuel at the lowest prices available.
15. Your truck is equipped with chains, chock blocks, fire extinguishers, and triangles. You may also be equipped with such items as brooms, shovels, and other items that assist you in the completion of your job. It is your responsibility to verify that these items are on your vehicle and in good condition. Loss of these items may result in your being charged for their replacement.
16. Unless otherwise specified, equipment must be returned to the lot at the end of your shift. No vehicles will be used for personal use.
17. No unauthorized tows (moonlighting) will be tolerated. Any driver caught using the trucks or equipment for unauthorized purposes will be fired.
18. Drivers are expected to keep their vehicles neat and clean. Clean trucks are our best advertising and are also a safety factor. Cabs should not have any junk or garbage in them. Remember, our customers will often be riding with you. Keep your truck in good condition.
19. If uniforms are provided, you are expected to wear them and to keep them clean. We realize that this job often requires you to get dirty. We therefore expect you to keep clean uniforms handy so that you can change into them as necessary.
20. Time off must be approved by your supervisor. Please coordinate in advance if you need to take time off. This allows us to schedule someone else to cover for you.

## ACCIDENTS

Although we strive to operate accident free, we know that an accident can occur at any time. If you are involved in an accident, please follow these guidelines.

1. Secure the scene. This may consist of putting out triangles, activating the 4ways on all vehicles, setting out flares, (If there is no spill or volatile chemicals such as gas, diesel fuel, etc) and using other persons for traffic control. In the case of minor accidents it may be advisable to move the damaged vehicles from the roadway. However, if doing so, please photograph or otherwise verify the location of both vehicles prior to moving them.
2. Render first aid and/or comfort to injured parties, if necessary. If you do not feel capable of performing this function, try to find someone who can assist.
3. Notify the police as quickly as possible
4. Notify the company as quickly as possible
5. Get out your accident kit and begin obtaining all information that is asked for on the accident report.
6. If the other party is willing to accept the blame, ask them to fill out the driver exoneration form.
7. Obtain the names, addresses and phone numbers of any witnesses. If people refuse to provide the above information, record their license plate number and provide that information to the insurance company representative.
8. Make no statements to anyone other than the police, and then only respond to questions that they ask.
9. If you have a camera, take photographs of all aspects of the accident scene.
  - a. Photograph all four sides of all vehicles involved.
  - b. Photograph skid marks, gouge marks, and debris that is in the road as a result of the accident. In these photographs, try to get some landmarks in the background to help identify the location of the items.
  - c. Photograph any temporary situations such as illegally parked vehicles, obscured signs, etc that were contributory to the accident.
  - d. Photograph the other parties involved. In particular, if they seem healthy and are leaning over, or otherwise showing back and leg mobility, photograph those actions to verify the limits of their injuries.
  - e. Photograph the license plates of all vehicles stopped at the accident scene. These might very well be witnesses that could not otherwise be discovered.
10. Comply with the drug and alcohol testing requirements if necessary. Remember, you must drug and alcohol test if it is a fatal accident. If it is a personal injury accident and you got a ticket, you must drug and alcohol test. If it is a property damage accident that results in one or more of the vehicles being towed, you must alcohol test if you receive a citation as a result of the accident.

All accidents will be evaluated by the company for preventability. Any driver who has 2 preventable accidents in a 3 year period will lose their safety clearance.

**COMPANY POLICY  
ON  
CONTROLLED SUBSTANCES, ILLEGAL ALCOHOL USE, AND  
DISHONESTY**

Any driver applicant who is found to be under the influence of an illegal drug or un-prescribed controlled substance shall be eliminated from consideration for employment.

Any driver who is found to be in possession of, or under the influence of any illegal drug or controlled substance shall, without recourse, be terminated.

Any driver who is found to be operating a company vehicle while under the influence of alcohol or who is found to be in possession of alcohol while on a company vehicle shall, without recourse, be terminated.

Any driver who commits an act of dishonesty while in the scope of employment shall, without recourse, be immediately terminated, and shall not be eligible for rehire. Acts of dishonesty shall include, but not be limited to the following:

1. Theft of company equipment.
2. Criminal conversion of company property.
3. Illegal use or possession of drugs or controlled substances.
4. Operating a vehicle under the influence of alcohol.
5. Making false statements or statements that are materially incorrect with the intent of misleading the company regarding any action that might jeopardize the well being of the company.
6. Any act of violence against an employee, customer, or any member of the general public while acting as a representative of this company.
7. Any act of a malicious or destructive nature that affects the well-being of the company or its employees.
8. Conviction of a felony while in the scope of employment.

The above rules shall apply to all employees, independent contractors, and representatives of this company.

## LOGS

All drivers are expected to operate within the laws set forth by the DOT. A brief explanation of those laws is set forth below.

**14 Hour Rule:** This rule requires drivers to stop 14 hours after beginning their duty tour. Regardless of how the time is spent, the driver must take a 10-hour break at the end of 14 hours. The 14 hour period begins once the driver ends his 10-hour break by making an entry line 4, on duty, or line 3, driving.

**11 Hour Rule:** Within the 14 hours allowed to the driver, only 11 of those hours may be spent on line 3, driving. Once the driver has had 11 hours of driving time, he must take a 10-hour break before driving, even if he has time left in his 14-hour period.

**70 Hour Rule:** This rule states that once you have been working for 70 hours in any 8 day period, you may not *drive*. In order to comply with this regulation, you need to keep track of your hours. Each day, before you begin driving, you need to add up your total hours on lines 3 and 4 for the past 7 days and subtract the answer from 70. Whatever is left is what you can drive that day.

**10 Hour Break:** Breaks must be taken in the sleeper berth or off duty. If sleeping in a sleeper berth equipped truck, the time should be logged on line 2, Sleeper berth. Off duty time spent outside of the sleeper should be logged on line 1, Off Duty. If the 10 hour break is uninterrupted by any on duty or driving time, you may combine line 1 and line 2 to achieve your 10 hours.

**Speed:** DOT requires that all trucks abide by the speed limits of the states that they are operating in. They also state that in their opinion, if a truck obeys the law, it cannot average more than 5mph less than the speed limit. In the case of 2 lane highways with a 55mph speed limit, DOT believes that the maximum that a truck can average is 45mph. Be sure that your average speeds for the trip do not exceed these maximums.

**On Duty Time:** All fuel stops, DOT inspections, random drug tests, time spent loading/unloading, breakdowns, vehicle inspections, and accidents must be logged **on duty not driving**. Loading and unloading time should reflect only the time that is spent actually working. Time spent waiting, etc, may be logged off duty or in the sleeper berth

**Timely submission:** Logs should be turned in as soon after completion as possible. Ideally, all logs should be turned in every time that the truck returns to the terminal. At the very most, DOT requires that the logs be turned in not more than 13 days from the date of completion.

**Falsification:** Logs must match all timed and dated documents including fuel stops, road side inspections, toll tickets, Kat Scale tickets, and freight bills. Mileage must be at least the miles listed by PC Miler or Household movers guide. Point to point miles should match as well as total miles for the trip.



## SAFETY

All drivers are expected to operate in a safe and defensive manner at all times. More than one at fault accident in a three-year period will result in the driver's safety clearance being revoked.

**Speed:** It is expected that all drivers operate within the posted speed limits for the states that they are operating in. Excessive tickets will result in the driver being put on probation or terminated.

**Following distances:** All drivers are expected to use the National Safety Council's following rule. This requires a minimum of 7 seconds of following distance at highway speeds and 6 seconds at speeds under 40mph. These following distances should be increased if the roads are wet or slick. When under a tow, your weight is increased, and your stopping distances increase accordingly. It is especially important to use the following distance rules when towing or transporting a vehicle.

**Courtesy:** All drivers are expected to operate in a safe and courteous manner at all times. This is the key to defensive driving, and it doesn't cost you anything to be courteous to other traffic.

**Time management:** One of the biggest problems that drivers have is time management. Too often, drivers wait until the last minute to leave on a run, or accept runs that they cannot accomplish in a timely manner. This usually results in speeding and discourtesy on the part of the driver. Schedule yourself properly and watch your time. Don't create emergencies through poor time management.

**Backing:** Backing represents less than 10% of our driving, but represents more than 25% of our accidents. Before backing, get out and look. Be sure that the area is clear of obstacles before you back. Begin your back from as close to the dock as you can so that things don't have a chance to change before you get there. If backing across a highway or busy street, be sure to get someone to stop traffic for you before you begin backing. **DO NOT BACK ACROSS A HIGHWAY OR STREET AFTER DARK WITHOUT SOMEONE TO STOP TRAFFIC FOR YOU.**

**Inspections:** Don't wait until the truck breaks down to find the problem. DOT and the company both require that you do a thorough pre-trip and post-trip inspection on your vehicle. As you do your walk around, be sure to take a rag with you and wipe off your reflective striping, reflectors, lights, and mirrors.

**Interstate driving:** Use the right lane whenever possible. However, be aware of on-ramps and the potential traffic conflict that they represent. When approaching an on-ramp, check for merging traffic and move to the left or center lane if possible in order to avoid possible conflicts. If traffic does not permit you to move over, adjust your speed and allow the merging traffic to enter the highway safely. Remember, courtesy is the key to accident free driving.

**Vehicle Inspections:** Before starting work, inspect your vehicle.

**Emergency breakdowns:** If for some reason, you are required to stop on the side of the road for emergency reasons, put out your triangles. Be sure that they are far enough behind your truck to warn oncoming motorists and to meet the requirements found in part 392 of motor carrier regulations.

## **PAPERWORK**

Completed samples are attached. Please review them and follow the procedures outlined.

All paperwork must be completed after each tow and turned in by the end of the day.

## TOWING INSTRUCTIONS

**Safety Chains:** Always be sure that your safety chains are connected before initiating a tow.

**Inspections:** Inspect your vehicle prior to operating. Be sure that your beacons, back-up lights, work lights, flashers, and all other vehicle lights are operational. Check your cables for frays and kinks. Be sure that the bed of your vehicle is free of trash or debris that could fall off into traffic. Check all hydraulics for leaks. Check to be sure that all emergency and work equipment is present and in good condition.

**Passengers:** Do not haul more passengers than your vehicle is rated for. All passengers should be required to wear their seat belt while the truck is in operation. If additional transportation is required, check with the dispatch and with the customer to determine what steps should be taken. All infants should be strapped into a car seat prior to transportation.

**Traffic Control:** Traffic includes both vehicles and pedestrians. Be sure that all customers, onlookers, and other pedestrians are well away from the vehicle prior to initiating any recovery or loading procedures. Make sure that all pedestrians are far enough away to be safe in case of sudden cable breakage. If you are working a traffic accident, be sure that the police stay on the scene long enough for you to complete your recovery and clean-up. Do not attempt to control traffic yourself.

**Recovery:** Recovery can be one of the most potentially dangerous activities that you perform. Be sure before attempting a recovery that you have the training, knowledge, and proper equipment to initiate it. Do not overtax your equipment while recovering a vehicle. The weight rating of your cables and your truck are designed to protect you and the public. Don't overload them. When using block and tackle systems for recovery, be sure that the blocks are hooked to supports that will handle the weight without failing or causing damage. Maintain communication with others that may be assisting. Where possible, keep them in sight and coordinate hand signals with them in advance so that everyone understands the communications.

**Tows:** Determine whether the vehicle is front wheel driver or rear wheel drive. Always tow with the "dead" axle on the ground. Use a rollback to transport 4WD vehicles. When necessary, (such as when hauling semi's and dual axle vehicles) remove the drive axle so as not to cause damage to the differential.

When using a rollback, be sure that the car is not equipped with ground-effects items that can be damaged by being drug up the bed. If items such as spoilers, etc. are in danger of being damaged, use blocks to raise the front of the car as it approaches the bed. This will prevent expensive and unnecessary damage claims.

**Securement:** Before transporting vehicles that have been involved in collisions or that required recovery, be sure to check for fuel and other fluid leakage. Do not transport any vehicle that shows signs of fluid leakage until the leak has been corrected. Check for loose items such as chrome strips, fenders, etc that could come loose in transit and be sure that they are properly secured before transport.

**Security:** Before leaving the vehicle in the yard, lock it if possible and secure any valuables. Any valuables removed from the vehicle should be recorded, and secured in a safe area such as an office safe or locked room.

**Professionalism:** Always be courteous to the customer, and if possible, listen to his needs and demands. Remember, this is your job, but it is a stressful situation to the customer. However, always keep in mind that you are the professional. Do not do anything that would violate a safety rule. If a customer demands that you do something that you feel is unsafe, contact the dispatcher and let them handle the problem.

## GENERAL INFORMATION

**Roadside Inspections:** All roadside inspections must be turned into the company as soon as possible. If you or your truck are placed out of service, call the company immediately. Remember, it is your responsibility to inspect your equipment and notify the company of any defects. If you receive a citation for faulty equipment, you are responsible for paying the ticket.

**Overweight:** It is the policy of the company to operate in a legal manner. Towing or transporting items that exceed the GVWR of your vehicle is unsafe and illegal. Be sure that you know the weight rating of your vehicle and do not exceed it.

**Fueling:** All fueling should be done at designated stops. If no stops are designated, we expect the driver to try find the least expensive fuel in an area and use that stop.

**Paperwork:** All paperwork must be turned in as soon as possible after the tow is completed.

**Damage claims:** It is your responsibility to prevent damage to the vehicles that we are towing. Claims for damage to vehicles that you towed will be evaluated and if found valid, may be charged back to you. Protect yourself by documenting any existing damage before transporting the vehicle. This is best done by photographing the vehicle, but may also be done on a written report. If doing a written report, try to have the customer sign it for you.

**Breakdowns:** In the event of a breakdown, call the shop immediately. Do not attempt to repair the truck unless it is a minor problem that you feel comfortable repairing. Remember to put out your triangles as necessary.

## RECEIPT FOR SAFETY MANUAL

I hereby certify that I have received the company safety manual and that I have read and understand all the information contained therein. I further agree to abide by the provisions that are set forth in the manual.

Date \_\_\_\_\_

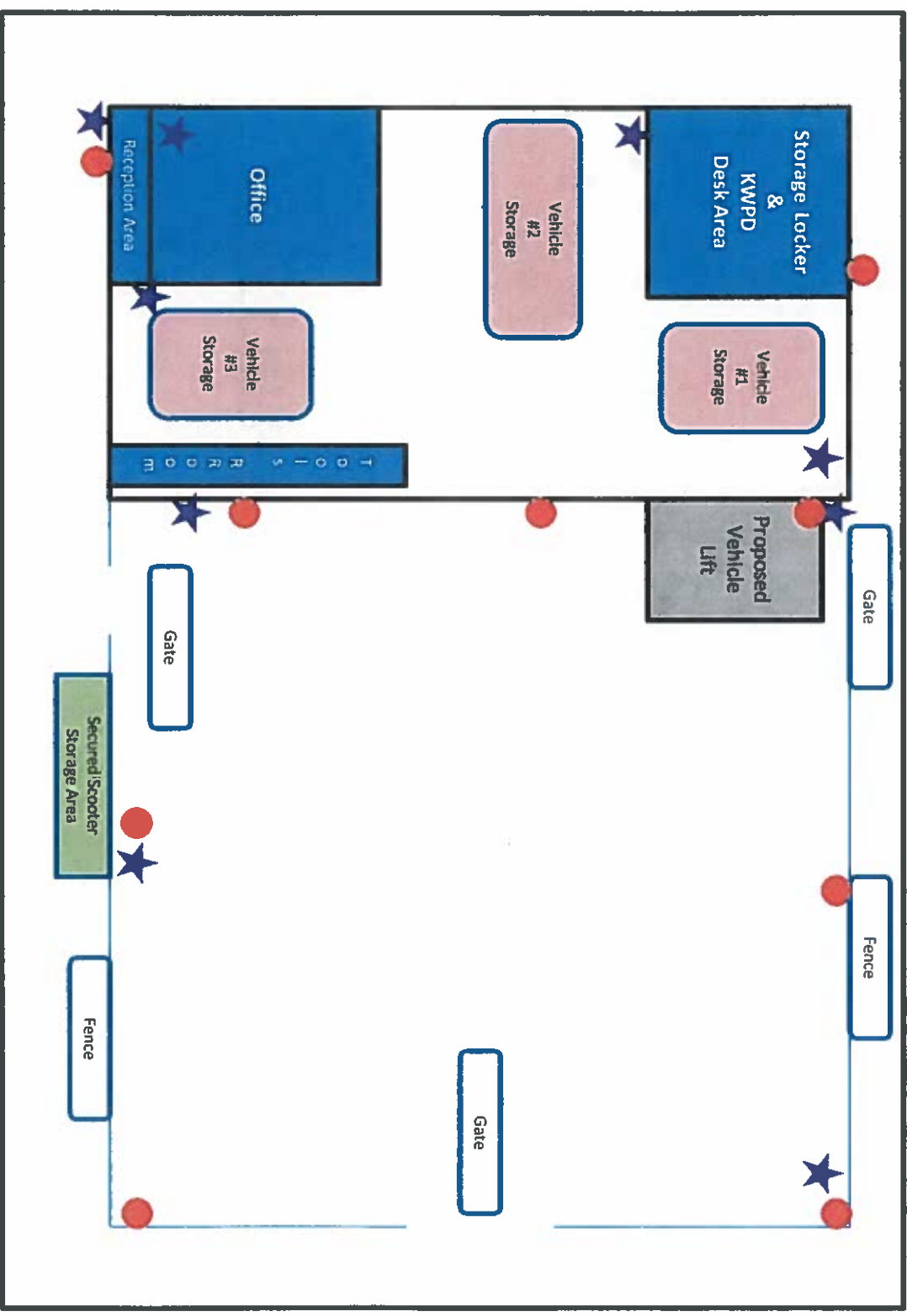
Signed \_\_\_\_\_

## **ATTACHMENT II FACILITY MAP**

---



# KEY WEST TOWING – Rockland Key Main Storage Facility



Camera ★ Lights ●

## **ATTACHMENT III POS APPLICATION SYSTEMS**

# TOW123

## The Easy-to-Use Tow Management Solution



Auto Data Direct (ADD) knows that running a towing operation is no easy job. Your days are filled with incoming calls, dispatching, mapping, navigation systems, fleet management, invoicing and lot management. With so much to keep track of, you need a reliable system to keep your business on track and running efficiently.

ADD is excited to introduce its newest product: TOW123, a complete management solution for Florida tow operators. TOW123 is backed by ADD's reputation for innovation, utility, value, and the excellent customer service support you have come to expect.

### About TOW123

TOW123's web-based design allows you to control your entire business from any computer with internet access. There is no software to buy or install, and the emphasis is on being user-friendly. TOW123 comes with full integration of ADD's other towing products, including [DMV123](#) ([//autodata](#)) real-time searches, [DirectPost-Office](#) ([//dpo](#)) certified letters and [NMVTIS salvage reporting](#) ([//isatow](#)), all specifically designed for the Florida market. TOW123 offers:

- DirectPost-Office letter and DMV123 search integration
- Interactive dispatch and mapping
- Customizable ticket templates for quick ticket generation
- GPS/Fleet management integration
- Automatic mileage calculation
- Automatic driver status/location updates (with GPS)
- Mobile payment options for on-location transactions
- Account-based rate/fee profiles
- Photo, video and file attachment for tickets
- Lot management and at-a-glance inventory administration
- Administrative tools and user-specific permissions

### TOW123 is now available in limited release!

Florida towing companies with an existing ADD account can now try TOW123 at **no cost for 30 days**. Give TOW123 a try and let ADD show you how easy it is to track, ticket, invoice, search and send your notification letters from a single system.

If you are a Florida tow operator and a current user, and would like to activate your 30-day free trial, [contact ADD](#) (<mailto:ctaylor@add123.com?subject=TOW123%20Activation%20Request>) to get started!

Username  Password

[Sign up for an Account](#)

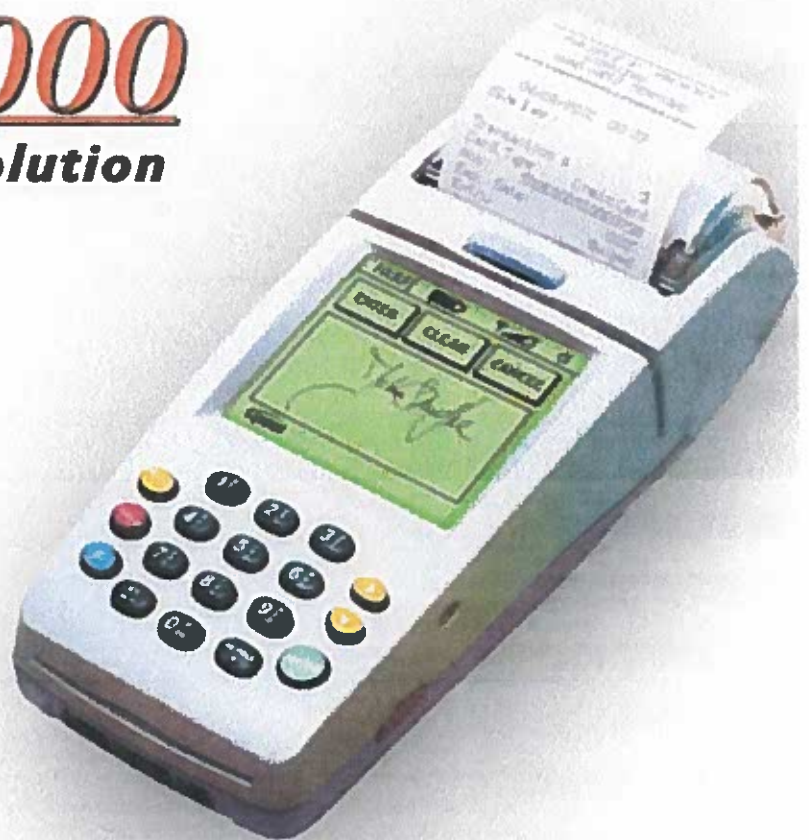
## **ATTACHMENT IV CREDIT CARD MACHINE BIOS**

**Lipman**

DO BUSINESS BETTER

# **NURIT<sup>®</sup> 8000**

**Wireless Palmtop Solution**



**The Handheld POS  
For On-the-Go Transactions**



# NURIT<sup>®</sup> 8000

## Wireless Palmtop Solution



Building on decades of reliability and innovation, Lipman designs its products to assure an ongoing Cycle of Profits for its partners at every stage of the transaction process. Rapid response to customers' evolving needs - plus total commitment to round-the-clock support - assure a competitive edge for Lipman's worldwide client base. The Nurit 8000 - Lipman's 4th generation wireless electronic payment terminal - generates increased transactions from a growing number of markets, bringing added income to the banks and processors that handle them.



### More Transactions, More Often, from More Markets

The Nurit 8000 Wireless Palmtop Solution...

- is the smallest and most flexible handheld payment terminal available today
- offering the broadest range of optional features
- enabling fast, secure, error-free transactions

It's the perfect solution for ...

- on-the-move retailers who bring their products and services directly to their customers (including those based, until now, on cash-only transactions)
- banks and transaction processors seeking lucrative new markets



### Added-Value Advantages

The Nurit 8000 global payment platform offers a host of advantages at every stage of the transaction process, while enabling increased profits at lower operating costs.

- As the ultimate **Multi-Application Platform**, it supports
    - a range of **Payment and Value-Added Services**, including Credit, Debit, T&E, EBT, Smart Cards, Pre-Paid Cards, Loyalty/Gift Cards, and Proprietary Cards
    - a variety of easily integrated **Business Management Solutions**, including Inventory Control, Dispatch and Order Processing for markets such as Restaurants, Delivery Services, Taxis, etc.
  - Doubling as a **Cellular Phone**, it offers both voice and data transfer in real time
  - **Electronic Signature Capture** is enabled, using the optional touch screen
  - The sophisticated **Docking Station** allows landline communication, charges internal & spare batteries simultaneously, and easily interfaces with external devices
  - **Enhancing Cost Efficiency**, it eliminates redundant equipment, reduces power consumption, and creates a paperless environment
- The Nurit 8000 can be purchased
- as a fully customized **standalone unit**, enabling customer-selected features for every type of market
  - as part of an **end-to-end system**, enabling new business models and revenue streams for banks, transaction processors, and VARs



## Specifications

### Human Interface

- PDA sized back-lit graphical LCD display (touch screen optional)
- 18-button ergonomically-designed back-lit keypad
- Dual track bi-directional tracks 1 and 2 magnetic card reader (tracks 2 and 3 optional)

### Processor

- Powerful ultra-fast 32-bit RISC (ARM7) microprocessor

### Memory

- 2 MB flash memory, extendable to 4 MB, for S/W
- 512 KB battery backed-up RAM for user data (including RAM disk), extendable to 2 MB; six-month minimum data retention

## Communication Capabilities

### Wireless

- Built-in radio modem
- Internal antenna
- Hardware and software support for a wide range of cellular networks:
  - GSM dual-band (optional tri-band) with headset connector for use as mobile telephone
  - GPRS, Mobitex, CDPD, DataTac, CDMA
- IrDA infrared communication (optional) for short-link cableless communication (up to 30 cm)

### Telephone-Line via optional Docking Station or external modem

- Dial-up modem at up to 14.4 kbps for telephone communication (33.3 kbps optional)
- CCITT V.22bis and V.32bis; Fast Connect
- Asynchronous and synchronous protocols, including HDLC
- Complies with FCC part 68 and TBR 21

### TCP/IP protocol support

- For wireless, telephone line and direct cable applications

### Programming Features

- Multi-Application Operating System
- Backwards compatible with existing NURIT applications
- Software Development Kit (SDK), easy-to-use API, application libraries and debugging tools
- Compressed application downloading via radio modem, IrDA, RS-232 or phone line

### Internal built-in PIN Pad (Optional)

### RS-232 port for external devices

### Smart Card features

- Built-in ISO 7816 Smart Card Interface (Optional)
- Designed to meet EMV Level 1 and Level 2 specifications
- Up to two accessible ISO 7816 SAMs located under the battery pack

### Printer

- Quiet, graphical thermal printer; fast 12.5 lines-per-second
- Easy-load paper mechanism
- Standard 2 1/4" (57 mm) wide paper; 24/40 characters per line
- Out-of-paper detection
- Multi-language character/font support

### Power

- Internal rechargeable Li-ion battery pack with protection circuitry
- 12 hours of general operation or over 200 transactions per charge
- Car charger option

### External Docking Station (Optional)

- Fast 14.4 kbps telephone line modem (33.3 kbps optional)
- Built-in charger; can charge internal and a spare battery pack simultaneously
- RS-232 PC port connector (RJ-45) for external devices such as barcode and check readers
- Optional RJ-11 4/4 connector for external PIN pad

### Mechanical (terminal only)

- Dimensions: 82 mm/3.23" (H) x 108 mm/4.26" (W) x 230 mm/9.06" (D)
- Weight: 600g/1.3 lb, including battery pack and paper roll

All features and specifications are subject to change without notice. All trademarks mentioned are registered by their respective owners.



## Meeting the Needs of Demanding Markets

Designed to meet the needs of on-the-move markets operating in the most demanding conditions, the Nurit 8000 is compact, lightweight, and easy-to-use, while at the same time, offering powerful, heavy-duty performance and dependability.

## Ensuring Effortless, Ongoing Transactions

- The Nurit 8000 all-in-one portable is both wireless and web-enabled, allowing ongoing communication.
- Featuring built-in PIN pad, smart card reader, optional touch screen & electronic signature capture, the Nurit 8000 - designed to meet EMV specifications - allows customer-activated payments to be made on the spot, with complete security.
- With the easy-to-load thermal printer, paper jams are avoided, assuring a steady stream of delay-free transactions.

## Managing Multiple Networks

The Nurit Control Center, a sophisticated management system, enables control of multiple networks of distant terminals, including management of a wide range of market-specific applications that can be run on the Nurit 8000. The Control Center offers remote diagnostics and downloading capabilities, as well as simplified data collection and storage. Scalable and easily customized, it supports a variety of back-office functions for fast-changing markets.

## Standard Features

- Built-in radio modem
- HW/SW support for GSM, GPRS, Mobitex, CDPD, DataTac & CDMA
- Multi-application support
- Large, back-lit graphical LCD display
- 18-button ergonomically designed back-lit keypad; programmable quick keys
- Dual track bi-directional magnetic card reader
- Built-in Smart Card Interface
- Internal, Built-in PIN pad
- Easy-load paper mechanism
- Quiet, graphical thermal printer
- Rechargeable batteries



## Optional Features

- Touch screen for electronic signature capture
- Up to two accessible SAM modules
- Memory of up to 6 MB
- Headset and GSM radio modem for voice communication
- TCP/IP protocol support
- Docking station for battery recharge, modem, & interface for external devices; Bar Code Reader; Check Reader
- Infrared unit for wireless PC download & transfer of data between terminals
- Supports 3rd party applications, such as address book, notepad, messaging



- Delivery
- Stadium & Arena Sales
- Restaurant & Food Services
- Contractors & Consultants
- Audio / Video Installers
- Retail
- Limousine & Taxi
- Mobile Vendors
- Fairs & Markets
- Traveling Sales People
- Conventions / Exhibitions
- Golf and Tennis Venues
- Outdoor Entertainment



## **ATTACHMENT V EMPLOYMENT APPLICATION**

---

# KEY WEST TOWING

111 US HWY 1, #407 KEY WEST, FL. 33040 (305) 294-5557

## Application for Employment

**Equal Opportunity Employer.** Applicant: Read the following information carefully before completing this form. In compliance with Federal and State equal employment opportunity laws, qualified applicants are considered for all positions without regard to race, color, religion, sex, national origin, age, marital status, veteran status, non-job related disability, or any other protected group status protected by law.

### TO BE READ AND SIGNED BY APPLICANT

I authorize you to make such investigations and inquiries of my personal, employment, financial or medical history and other related matters as may be necessary in arriving at an employment decision. (Generally, inquiries regarding medical history will be made only if and a conditional offer of employment has been extended). I hereby release employers, schools, health care providers and other persons from all liability in responding to inquiries and releasing information in connection with my application.

In the event of employment, I understand that false, omitted, misleading or misrepresented information given in my application or interview may result in discharge. I understand, also, that I am required to abide by all rules and regulations of the company and governing agencies.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

### DRIVER APPLICANT ONLY

I understand that information I provide regarding current and/or previous employers may be used, and previous employers will be contacted, for the purpose of investigating my safety performance history as required by 49 CFR 391.23 (d) and (e). I understand that I have the right to: Review information provided by previous employers; Have errors in the information corrected by previous employers and for those previous employers to re-send corrected information to the prospective employer; and Have a rebuttal statement attached to the alleged erroneous information if the previous employer/s and I cannot agree on the accuracy of the information.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
 (The U.S. Department of Transportation requires that driver applicants give their date of birth)(391.21), (b)(2)

**Please Print. Do not leave any questions blank**

Last Name	First Name	Middle Name	
Current Physical Address	City	State/Zip	____ Yrs. ____ Mos.
Previous Address if current address is less than 3 years	City	State/Zip	____ Yrs. ____ Mos.
Home Phone Number	Cell/Alternate number	How many years have you held a CDL? _____	
Social Security Number	Date of Birth	Driver's License Number	

Are you able, with or without reasonable accommodation, to perform the essential duties of the job for which you are applying? (Lifting, pushing pulling up to 75 lbs, standing walking, bending, repetitive arm/shoulder motion)  Yes  No If No, please explain:

Do you have any previous injuries that may be aggravated by performing job duties  Yes  No If yes, please explain:

Are you currently employed? <input type="checkbox"/> Yes <input type="checkbox"/> No If no, enter DATE you last worked? _____	Employment availability date? _____	May we inquire of your present employer? <input type="checkbox"/> Yes <input type="checkbox"/> No Previous employer? <input type="checkbox"/> Yes <input type="checkbox"/> No
Are you legally authorized to work in U.S.A? <input type="checkbox"/> Yes <input type="checkbox"/> No (proof of citizenship or legal authorization required)	<input type="checkbox"/> Full time <input type="checkbox"/> Part time Position applying for: _____	Starting pay expected? _____
Have you ever worked for this company before? <input type="checkbox"/> Yes <input type="checkbox"/> No Dates: From _____ To _____ Reason for Leaving: _____	Have you ever applied with this company? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, When?	

### Education / Armed Forces Information

Name of high school	City/State	Date Last attended	Graduate? <input type="checkbox"/> Yes <input type="checkbox"/> No
Name of college or university	City/State	Date last attended	Degree? <input type="checkbox"/> Yes <input type="checkbox"/> No
Name of technical or other training facility	City/State	Date last attended	Certificate? <input type="checkbox"/> Yes <input type="checkbox"/> No
Name of Armed Forces Service Branch	City/State	Date Last Served	Rank at retire/discharge

### General Information

Have you ever been convicted of a felony?  Yes  No If yes, please explain, include date/s, location, charge/s Attach a separate sheet if necessary. (Answering yes does not immediately disqualify you from consideration of employment with this company)

Date	Location	Charge
Date	Location	Charge

### DRIVER'S LICENSE INFORMATION

List all Driver's License held in past 3 years

State	License No.	Class	Endorsement	Restrictions	Expiration Date

Have you EVER been denied a license, permit or privilege to operate a motor vehicle?  Yes  No If yes, list details:

Date: \_\_\_\_\_ County: \_\_\_\_\_ State: \_\_\_\_\_ Offense: \_\_\_\_\_

Has your license, permit or privilege EVER been suspended, cancelled, withdrawn or revoked?  Yes  No If yes, list details - list dates, location, and offense (attach a separate sheet if necessary):

1<sup>st</sup>: Date: \_\_\_\_\_ County: \_\_\_\_\_ State: \_\_\_\_\_ Offense: \_\_\_\_\_

2<sup>nd</sup>: Date: \_\_\_\_\_ County: \_\_\_\_\_ State: \_\_\_\_\_ Offense: \_\_\_\_\_

3<sup>rd</sup>: Date: \_\_\_\_\_ County: \_\_\_\_\_ State: \_\_\_\_\_ Offense: \_\_\_\_\_

### ACCIDENT HISTORY (3 YEARS) List ALL accidents OR incidents regardless of fault or regardless of type of vehicle being driven – if none write NONE

DATE (Month / Year)	LOCATION City and State	NATURE OF ACCIDENT/INCIDENT (head-on, rear-end, upset, sideswipe, hit fixed object, caught overhead line, etc)	NUMBER OF FATALITIES	NUMBER OF INJURIES	HAZARDOUS MATERIAL SPILL
Last					
Next Previous					
Next Previous					

### TRAFFIC CONVICTIONS AND FORFEITURES (3YEARS ) Other than parking violations – if none write NONE

Convicted Date	Location	Charge	Penalty

### DRIVING EXPERIENCE CHECK YES OR NO and enter the dates – do not leave anything blank

CLASS OF EQUIPMENT	Circle Type of Equipment	DATES		APPROXIMATE NO. OF COMBINED MILES
		FROM (M / Y)	TO (M / Y)	
Straight Truck <input checked="" type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Van <input type="checkbox"/> Tank <input type="checkbox"/> Dump <input type="checkbox"/> Refer <input type="checkbox"/> Flat			
Tractor and Semi-Trailer <input type="checkbox"/> Yes <input type="checkbox"/> N	<input type="checkbox"/> Van <input type="checkbox"/> Tank <input type="checkbox"/> Dump <input type="checkbox"/> Refer <input type="checkbox"/> Flat			
Tractor – Two Trailers <input checked="" type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Van <input type="checkbox"/> Tank <input type="checkbox"/> Dump <input type="checkbox"/> Refer <input type="checkbox"/> Flat			
Tractor- Three Trailers <input checked="" type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Van <input type="checkbox"/> Tank <input type="checkbox"/> Dump <input type="checkbox"/> Refer <input type="checkbox"/> Flat			
Motorcoach – School Bus (more than 8 passengers) <input checked="" type="checkbox"/> Yes <input checked="" type="checkbox"/> No	N / A			
Motorcoach – School Bus (more than 15 passengers) <input checked="" type="checkbox"/> Yes <input checked="" type="checkbox"/> No	N / A			

Other equipment not listed:

List states operated in during past 3 years:

**EMPLOYMENT HISTORY**

All applicants wishing to drive in interstate commerce must provide the following information on all employers during the preceding three years. You must give the same information for all employers for whom you have driven a commercial motor vehicle\* in intrastate or interstate commerce seven years prior to the initial three years (total of ten year employment record.) **List all employment history for the past 10 years, regardless if it was an assignment or a temporary job. Include all gaps exceeding 30 days in employment and/or unemployment history.** Please ask for additional employment history page/s if additional employment history needs to be provided.

Employer (Current or Most Recent)		Description of Duties	Dates Employed	
Street Address		Job Title / Position	MM/DD/YYYY	MM/DD/YYYY
City	State	Supervisor	Hourly Rate / SALARY	
Zip	Telephone Number/s	Reason For Leaving	Starting	Final

Was your job designated as a Safety-Sensitive function in any DOT-regulated mode subject to the drug and alcohol testing requirement of 49 CFR PART 40  Yes  No

Did you operate a commercial Motor vehicle with a GVWR of 10,001 or more, or that required a CDL?  Yes  No

List gap in employment here:

By initialing, I attest that I was not operating a CMV or performing Safety Sensitive functions governed by any part of 49 CFR \_\_\_\_\_

Employment Gap From: \_\_\_\_\_ To: \_\_\_\_\_ City/State \_\_\_\_\_

Reason for Gap: \_\_\_\_\_

Employer (Next Previous)		Description of Duties	Dates Employed	
Street Address		Job Title / Position	MM/DD/YYYY	MM/DD/YYYY
City	State	Supervisor	Hourly Rate / SALARY	
Zip	Telephone Number/s	Reason For Leaving	Starting	Final

Was your job designated as a Safety-Sensitive function in any DOT-regulated mode subject to the drug and alcohol testing requirement of 49 CFR PART 40  Yes  No

Did you operate a commercial Motor vehicle with a GVWR of 10,001 or more, or that required a CDL?  Yes  No

List gap in employment here:

By initialing, I attest that I was not operating a CMV or performing Safety Sensitive functions governed by any part of 49 CFR \_\_\_\_\_

Employment Gap From: \_\_\_\_\_ To: \_\_\_\_\_ City/State \_\_\_\_\_

Reason for Gap: \_\_\_\_\_

Employer (Next Previous)		Description of Duties	Dates Employed	
Street Address		Job Title / Position	MM/DD/YYYY	MM/DD/YYYY
City	State	Supervisor	Hourly Rate / SALARY	
Zip	Telephone Number/s	Reason For Leaving	Starting	Final

Was your job designated as a Safety-Sensitive function in any DOT-regulated mode subject to the drug and alcohol testing requirement of 49 CFR PART 40  Yes  No

Did you operate a commercial Motor vehicle with a GVWR of 10,001 or more, or that required a CDL?  Yes  No

List gap in employment here:

By initialing, I attest that I was not operating a CMV or performing Safety Sensitive functions governed by any part of 49 CFR \_\_\_\_\_

Employment Gap From: \_\_\_\_\_ To: \_\_\_\_\_ City/State \_\_\_\_\_

Reason for Gap: \_\_\_\_\_

**EMPLOYMENT HISTORY**

All applicants wishing to drive in interstate commerce must provide the following information on all employers during the preceding three years. You must give the same information for all employers for whom you have driven a commercial motor vehicle\* in intrastate or interstate commerce seven years prior to the initial three years (total of ten year employment record.) **List all employment history for the past 10 years, regardless if it was an assignment or a temporary job. Include all gaps exceeding 30 days in employment and/or unemployment history.** Please ask for additional employment history page/s if additional employment history needs to be provided.

Employer (Current or Most Recent)		Description of Duties	Dates Employed	
Street Address		Job Title / Position	MM/DD/YYYY	MM/DD/YYYY
City	State	Supervisor	Hourly Rate / SALARY	
Zip	Telephone Number/s	Reason For Leaving	Starting	Final

Was your job designated as a Safety-Sensitive function in any DOT-regulated mode subject to the drug and alcohol testing requirement of 49 CFR PART 40  Yes  No  
 Did you operate a commercial Motor vehicle with a GVWR of 10,001 or more, or that required a CDL?  Yes  No

List gap in employment here:

By initialing, I attest that I was not operating a CMV or performing Safety Sensitive functions governed by any part of 49 CFR \_\_\_\_\_

Employment Gap From: \_\_\_\_\_ To: \_\_\_\_\_ City/State \_\_\_\_\_

Reason for Gap: \_\_\_\_\_

Employer (Next Previous)		Description of Duties	Dates Employed	
Street Address		Job Title / Position	MM/DD/YYYY	MM/DD/YYYY
City	State	Supervisor	Hourly Rate / SALARY	
Zip	Telephone Number/s	Reason For Leaving	Starting	Final

Was your job designated as a Safety-Sensitive function in any DOT-regulated mode subject to the drug and alcohol testing requirement of 49 CFR PART 40  Yes  No  
 Did you operate a commercial Motor vehicle with a GVWR of 10,001 or more, or that required a CDL?  Yes  No

List gap in employment here:

By initialing, I attest that I was not operating a CMV or performing Safety Sensitive functions governed by any part of 49 CFR \_\_\_\_\_

Employment Gap From: \_\_\_\_\_ To: \_\_\_\_\_ City/State \_\_\_\_\_

Reason for Gap: \_\_\_\_\_

Employer (Next Previous)		Description of Duties	Dates Employed	
Street Address		Job Title / Position	MM/DD/YYYY	MM/DD/YYYY
City	State	Supervisor	Hourly Rate / SALARY	
Zip	Telephone Number/s	Reason For Leaving	Starting	Final

Was your job designated as a Safety-Sensitive function in any DOT-regulated mode subject to the drug and alcohol testing requirement of 49 CFR PART 40  Yes  No  
 Did you operate a commercial Motor vehicle with a GVWR of 10,001 or more, or that required a CDL?  Yes  No

List gap in employment here:

By initialing, I attest that I was not operating a CMV or performing Safety Sensitive functions governed by any part of 49 CFR \_\_\_\_\_

Employment Gap From: \_\_\_\_\_ To: \_\_\_\_\_ City/State \_\_\_\_\_

Reason for Gap: \_\_\_\_\_

**EMPLOYMENT HISTORY**

All applicants wishing to drive in interstate commerce must provide the following information on all employers during the preceding three years. You must give the same information for all employers for whom you have driven a commercial motor vehicle\* in intrastate or interstate commerce seven years prior to the initial three years (total of ten year employment record.) **List all employment history for the past 10 years, regardless if it was an assignment or a temporary job. Include all gaps exceeding 30 days in employment and/or unemployment history.** Please ask for additional employment history page/s if additional employment history needs to be provided.

Employer (Next Previous)		Description of Duties	Dates Employed	
Street Address		Job Title / Position	MM/DD/YYYY	MM/DD/YYYY
City	State	Supervisor	Hourly Rate / SALARY	
Zip	Telephone Number/s	Reason For Leaving	Starting pay	Ending pay

Was your job designated as a Safety-Sensitive function in any DOT-regulated mode subject to the drug and alcohol testing requirement of 49 CFR PART 40  Yes  No  
 Did you operate a commercial Motor vehicle with a GVWR of 10,001 or more, or that required a CDL?  Yes  No

**List gap in employment here:**

By initialing, I attest that I was not operating a CMV or performing Safety Sensitive functions governed by any part of 49 CFR \_\_\_\_\_  
 Employment Gap From: \_\_\_\_\_ To: \_\_\_\_\_ City/State \_\_\_\_\_  
 Reason for Gap: \_\_\_\_\_

Employer (Next Previous)		Description of Duties	Dates Employed	
Street Address		Job Title / Position	MM/DD/YYYY	MM/DD/YYYY
City	Supervisor	Supervisor	Hourly Rate / SALARY	
Zip	Telephone Number/s	Reason For Leaving	Ending pay	Ending pay

Was your job designated as a Safety-Sensitive function in any DOT-regulated mode subject to the drug and alcohol testing requirement of 49 CFR PART 40  Yes  No  
 Did you operate a commercial Motor vehicle with a GVWR of 10,001 or more, or that required a CDL?  Yes  No

- I hereby certify that this application was completed by me and all statements and all information provided in this application or interview are true and correct to the best of my knowledge. I understand that any material misrepresentation, falsification or deliberate omission of any fact in my application may be justification for refusal or if employed, termination from employment with this company.
- I understand that falsification of data so given or other derogatory information discovered as a result of application information verification may prevent my being hired, or if hired, may subject me to immediate termination.
- I authorize any physician or hospital to release any information which may be necessary to determine my ability to perform the duties of a job for which I am being considered prior to employment or in the future during my employment with the company.
- I understand this is an application for employment and is not an employment contract. I also understand my employment with the company shall be probationary for a period of three months and further that at any time during the probationary period or thereafter my employment relationship with the company is terminable at will with or without cause by either party. Further, I understand that if I am employed, such employment is an indefinite period of time and that the company can change wages, benefits, and conditions and may terminate my employment at the company's discretion.
- I understand I must maintain a current driver's license at all times, and that I must maintain a driving record that is insurable at standard group rates by the company's insurance carrier. If my driving record is unacceptable, my employment will be terminated.
- I understand that I am to **immediately** report any accidents and incidents, or traffic violations, including violations in a personal vehicle, motorcycle or any recreational vehicle to the company.
- I will comply with polices and rules of the company and its governing agencies, include the Federal and State DOT.

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

# This Organization Participates in E-Verify



This employer will provide the Social Security Administration (SSA) and, if necessary, the Department of Homeland Security (DHS), with information from each new employee's Form I-9 to confirm work authorization.

**IMPORTANT:** If the Government cannot confirm that you are authorized to work, this employer is required to give you written instructions and an opportunity to contact DHS and/or the SSA before taking adverse action against you, including terminating your employment.

Employers may not use E-Verify to pre-screen job applicants and may not limit or influence the choice of documents you present for use on the Form I-9.

To determine whether Form I-9 documentation is valid, this employer uses E-Verify's photo matching tool to match the photograph appearing on some permanent resident cards, employment authorization cards, and U.S. passports with the official U.S. government photograph. E-Verify also checks data from driver's licenses and identification cards issued by some states.

If you believe that your employer has violated its responsibilities under this program or has discriminated against you during the employment eligibility verification process based upon your national origin or citizenship status, please call the Office of Special Counsel at 800-255-7688, 800-237-2515 (TDD) or at [www.justice.gov/crf/osc](http://www.justice.gov/crf/osc).

## E-Verify Works for Everyone

For more information on E-Verify, please contact DHS:

**888-897-7781**

**[www.dhs.gov/E-Verify](http://www.dhs.gov/E-Verify)**

**NOTICE:**  
Federal law requires all employers to verify the identity and employment eligibility of all persons hired to work in the United States.



**E-VERIFY IS A SERVICE OF DHS AND SSA**

The E-Verify logo and mark are registered trademarks of Department of Homeland Security. Commercial sale of this poster is strictly prohibited.

# IF YOU HAVE THE RIGHT TO WORK,

Don't let anyone take it away.



If you have the legal right to work in the United States, there are laws to protect you against discrimination in the workplace.

You should know that –

- In most cases, employers cannot deny you a job or fire you because of your national origin or citizenship status or refuse to accept your legally acceptable documents.
- Employers cannot reject documents because they have a future expiration date.

- Employers cannot terminate you because of E-Verify without giving you an opportunity to resolve the problem.

- In most cases, employers cannot require you to be a U.S. citizen or a lawful permanent resident.

If any of these things have happened to you, contact the Office of Special Counsel (OSC).

For assistance in your own language:

Phone: 1-800-255-7688 or  
(202) 616-5594

For the hearing impaired:

TTY 1-800-237-2515 or  
(202) 616-5525

E-mail: [oscert@usdoj.gov](mailto:oscert@usdoj.gov)

Or write to:

U.S. Department of Justice – CRT  
Office of Special Counsel – NYA  
950 Pennsylvania Ave., NW  
Washington, DC 20530

U.S. Department of Justice  
Civil Rights Division

Office of Special Counsel for  
Immigration-Related Unfair  
Employment Practices



[www.justice.gov/crt/about/osc](http://www.justice.gov/crt/about/osc)



# Esta organización participa en E-Verify



Este empleador proporcionará a la Administración del Seguro Social (SSA, por sus siglas en inglés) y, de ser necesario, al Departamento de Seguridad Nacional (DHS, por sus siglas en inglés) la información incluida en el Formulario I-9 de todo empleado nuevo con el propósito de confirmar su autorización de trabajo.

**IMPORTANTE:** Si el gobierno no puede confirmar que usted tiene autorización para trabajar, el empleador debe suministrarle las instrucciones por escrito y darle la oportunidad de ponerse en contacto con DHS o SSA antes de sancionarlo de cualquier forma o finalizar la relación laboral.

Los empleadores no pueden utilizar E-Verify para realizar preselecciones de solicitantes y no pueden limitar ni influenciar la selección de los documentos que usted presente para su inclusión en el Formulario I-9.

Para determinar si los documentos incluidos en el Formulario I-9 son válidos, este empleador utiliza la técnica de comparación fotográfica para comparar la fotografía que aparece en las Tarjetas de Residente Permanente, Tarjetas de Autorización de Empleo y pasaportes de los EE. UU. con la fotografía oficial del gobierno de los EE. UU. Asimismo, E-Verify verifica los datos incluidos en licencias de conducir y tarjetas de identificación emitidas por algunos estados.

Si considera que su empleador ha infringido sus responsabilidades en virtud de este programa o lo ha discriminado durante el proceso de verificación de la elegibilidad de empleo por su origen nacional o estatus de ciudadanía, comuníquese con la Oficina del Consejero Especial llamando al 800-255-7688, 800-237-2515 (para personas con impedimentos auditivos) o visitando [www.justice.gov/crt/osc](http://www.justice.gov/crt/osc).

## E-Verify funciona para todos

Para obtener más información sobre E-Verify, comuníquese con DHS al:

**888-897-7781**

**[www.dhs.gov/E-Verify](http://www.dhs.gov/E-Verify)**

### AVISO:

La ley federal exige a todos los empleadores que verifiquen la identidad y la elegibilidad de empleo de todas las personas contratadas en los Estados Unidos.



E-VERIFY IS A SERVICE OF DHS AND SSA

El logotipo y la marca de E-Verify son marcas registradas del Departamento de Seguridad Nacional. Queda estrictamente prohibida la venta comercial de este afiche.

# SI USTED TIENE DERECHO A TRABAJAR,

no deje que nadie se lo quite.



**Si usted tiene el derecho a trabajar legalmente en los Estados Unidos, existen leyes que lo protegen contra la discriminación en el trabajo.**

**Usted debe saber que:**

- En la mayoría de los casos, los empleadores no pueden negarle un empleo o despedirlo debido a su país de origen o estatus migratorio, o negarse a aceptar sus documentos válidos y legales.

- Los empleadores no pueden rechazar documentos por que tienen una fecha de vencimiento futura.

- Los empleadores no pueden despedirlo debido a E-Verify, sin darle una oportunidad de resolver el problema.

- En la mayoría de los casos, los empleadores no pueden exigir que usted sea ciudadano estadounidense o residente legal permanente.

Si usted se ha encontrado en alguna de estas situaciones, contacte a la Oficina del Consejero Especial (OSC).

Para ayuda en su propio idioma:

Teléfono: 1-800-255-7688 o  
202-616-5594

Para las personas con discapacidad  
auditiva:

TTY 1-800-237-2515 o  
202-616-5525

E-mail: [oscrcrt@usdoj.gov](mailto:oscrcrt@usdoj.gov)

O escriba a:

U.S. Department of Justice - CRT  
Office of Special Counsel- NYA  
950 Pennsylvania Avenue, NW  
Washington, DC 20530



Departamento de Justicia de EE.UU.  
División de Derechos Civiles

Oficina del Consejero Especial Para  
Prácticas Injustas en el Empleo  
Relacionadas a Inmigración

[www.justice.gov/crt/about/osc](http://www.justice.gov/crt/about/osc)

# Equal Employment Opportunity is

# THE LAW

## Employers Holding Federal Contracts or Subcontracts

Applicants to and employees of companies with a Federal government contract or subcontract are protected under the following Federal authorities:

### **RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN**

Executive Order 11246, as amended, prohibits job discrimination on the basis of race, color, religion, sex or national origin, and requires affirmative action to ensure equality of opportunity in all aspects of employment.

### **INDIVIDUALS WITH DISABILITIES**

Section 503 of the Rehabilitation Act of 1973, as amended, prohibits job discrimination because of disability and requires affirmative action to employ and advance in employment qualified individuals with disabilities who, with reasonable accommodation, can perform the essential functions of a job.

### **VIETNAM ERA, SPECIAL DISABLED, RECENTLY SEPARATED, AND OTHER PROTECTED VETERANS**

38 U.S.C. 4212 of the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, prohibits job discrimination and requires affirmative action to employ and advance in employment qualified Vietnam era veterans, qualified special disabled veterans, recently separated veterans, and other protected veterans.

Any person who believes a contractor has violated its nondiscrimination or affirmative action obligations under the authorities above should contact immediately

The Office of Federal Contract Compliance Programs (OFCCP), Employment Standards Administration, U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, D.C. 20210 or call (202) 693-0101, or an OFCCP regional or district office, listed in most telephone directories under U.S. Government, Department of Labor.

## Private Employment, State and Local Governments, Educational Institutions

Applicants to and employees of most private employers, state and local governments, educational institutions, employment agencies and labor organizations are protected under the following Federal laws:

### **RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN**

Title VII of the Civil Rights Act of 1964, as amended, prohibits discrimination in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment, on the basis of race, color, religion, sex or national origin.

### **DISABILITY**

The Americans with Disabilities Act of 1990, as amended, protects qualified applicants and employees with disabilities from discrimination in hiring, promotion, discharge, pay, job training, fringe benefits, classification, referral, and other aspects of employment on the basis of disability. The law also requires that covered entities provide qualified applicants and employees with disabilities with reasonable accommodations that do not impose undue hardship.

### **AGE**

The Age Discrimination in Employment Act of 1967, as amended, protects applicants and employees 40 years of age or older from discrimination on the basis of age in hiring, promotion, discharge, compensation, terms, conditions or privileges of employment.

### **SEX (WAGES)**

In addition to sex discrimination prohibited by Title VII of the Civil Rights Act of 1964, as amended (see above), the Equal Pay Act of 1963, as amended, prohibits sex discrimination in payment of wages to women and men performing substantially equal work in the same establishment.

Retaliation against a person who files a charge of discrimination, participates in an investigation, or opposes an unlawful employment practice is prohibited by all of these Federal laws.

If you believe that you have been discriminated against under any of the above laws, you should contact immediately:

The U.S. Equal Employment Opportunity Commission (EEOC), 1801 L Street, N.W., Washington, D.C. 20507 or an EEOC field office by calling toll free (800) 669-4000. For individuals with hearing impairments, EEOC's toll free TDD number is (800) 669-6820

## Programs or Activities Receiving Federal Financial Assistance

### **RACE, COLOR, RELIGION, NATIONAL ORIGIN, SEX**

In addition to the protection of Title VII of the Civil Rights Act of 1964, as amended, Title VI of the Civil Rights Act prohibits discrimination on the basis of race, color or national origin in programs or activities receiving Federal financial assistance. Employment discrimination is covered by Title VI if the primary objective of the financial assistance is provision of employment, or where employment discrimination causes or may cause discrimination in providing services under such programs. Title IX of the Education Amendments of 1972 prohibits employment discrimination on the basis of sex in educational programs or activities which receive Federal assistance.

### **INDIVIDUALS WITH DISABILITIES**

Sections 501, 504 and 505 of the Rehabilitation Act of 1973, as amended, prohibits employment discrimination on the basis of disability in any program or activity which receives Federal financial assistance in the federal government. Discrimination is prohibited in all aspects of employment against persons with disabilities who, with reasonable accommodation, can perform the essential functions of a job.

If you believe you have been discriminated against in a program of any institution which receives Federal assistance, you should contact immediately the Federal agency providing such assistance.



# WORKERS' COMP WORKS FOR YOU

## **\$25,000 Reward Anti-Fraud Reward Program**

Rewards of up to \$25,000 may be paid to persons providing information to the Department of Insurance leading to the arrest and conviction of persons committing insurance fraud, including employers who illegally fail to obtain workers' compensation coverage. Persons may report suspected fraud to the department at 1-800-378-0445.

A person is not subject to civil liability for furnishing such information, if such person acts without malice, fraud or bad faith.

*Workers' compensation* pays your medical bills and other expenses and replaces part of your salary if you are injured while working.

*You should expect* if you are unable to work for more than seven days to be compensated for a portion of your lost wages, limited to the maximum as set by law.

*This notice of compliance must be posted by the employer and maintained conspicuously in and about the employer's place or places of employment.*  
State of Florida-Division of Workers' Compensation.

## **If you are injured on the job:**

- 1.** Notify your employer immediately to get the name of an approved physician. Workers' comp insurance may not pay the medical bills if you don't let the employer know you have been injured.
- 2.** Remind the doctor and medical staff that you are covered under workers' comp.
- 3.** If you have any problems with your claim or suffer excessive delays in treatment, contact the **Division of Workers' Compensation at 1-800-342-1741.**

PLACE INSURER  
INFORMATION STICKER  
HERE





A safe, healthy and  
drug-free workplace is  
everyone's business.

Thanks for making it yours.

U.S. Department of Labor, Working Partners for an Alcohol- and Drug-Free Workplace

[www.dol.gov/workingpartners](http://www.dol.gov/workingpartners)



## **ATTACHMENT VI STICKERS**

---

# KEY WEST TOWING

111 #407 US Hwy 1 Key West Florida 33040  
Ph: 305.294.5557

Case No. \_\_\_\_\_ Date: \_\_\_\_\_ Reason:

\_\_\_\_\_

Towed From: \_\_\_\_\_ Agency:

\_\_\_\_\_

Hold: \_\_\_\_\_ Accident: \_\_\_\_\_ Abandoned: \_\_\_\_\_ Arrest: \_\_\_\_\_

# HOLD

# KEY WEST TOWING

111 #407 US Hwy 1 Key West Florida 33040

Ph: 305.294.5557

Case No. \_\_\_\_\_ Date: \_\_\_\_\_ Reason:

\_\_\_\_\_

Towed From: \_\_\_\_\_ Agency:

\_\_\_\_\_

Hold: \_\_\_\_\_ Accident: \_\_\_\_\_ Abandoned: \_\_\_\_\_ Arrest: \_\_\_\_\_

Insurance Company Customer Release: Yes \_\_\_\_\_ No \_\_\_\_\_

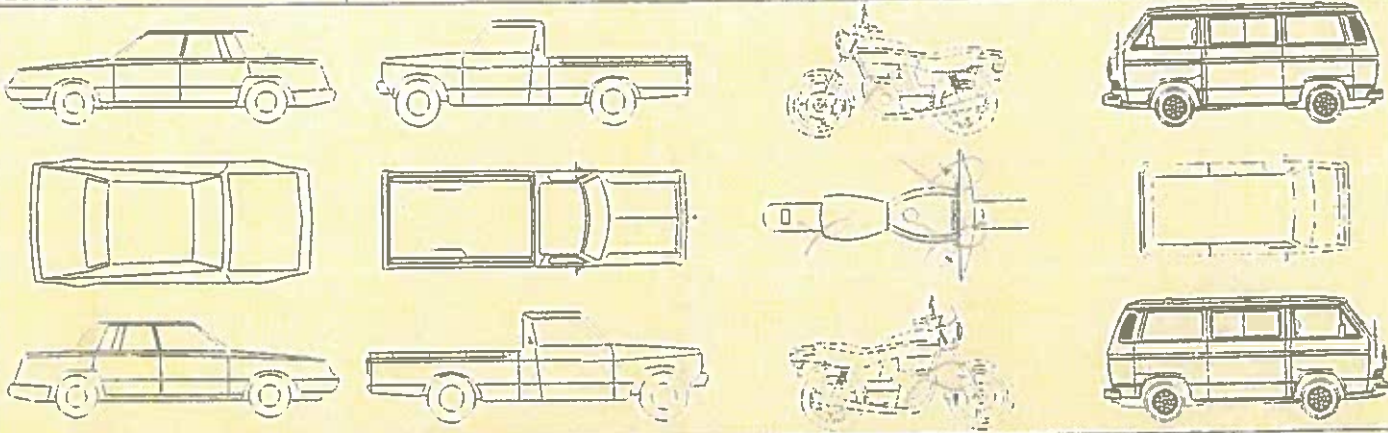


# VEHICLE TOW / IMPOUND RECORD

Key West Police Department  
 1604 N. Roosevelt Blvd, West, FL 33040 (305)809-1111

CASE NO: 13-300237  
 DATE: 11/13/13 TIME: 1300 TOWED FROM: 17th & N Roosevelt  
 REASON: CRASH

**VEHICLE INFORMATION**  
 COLOR: RED OVER BLUE YEAR: 2007 MAKE: HONDA  
 MODEL: CR-V STYLE: SUV TAG: \_\_\_\_\_ STATE: FL EXPIRATION: 5/14  
 DECAL NO: \_\_\_\_\_ VIN: \_\_\_\_\_



Indicate areas or items missing or damaged and describe here:

**INVENTORY** CONDUCTED:  YES  NO. (Explain why not) MOBILE  
 ITEMS REMOVED  YES. (Itemize on Property Receipt)  NO LIST VALUABLE ITEMS LEFT IN VEHICLE:

**HOLD ORDER**  YES  NO REASON FOR HOLD:  FORFEITURE  USED AS MEANS OF COMMITTING A CRIME  
 EVIDENCE  CRASH INVESTIGATION  COURT ORDER  
 Name of Investigating Officer: \_\_\_\_\_ Signature: \_\_\_\_\_ ID No: \_\_\_\_\_  
 Name of Approving Supv: \_\_\_\_\_ Signature: \_\_\_\_\_ ID No: \_\_\_\_\_  
 This vehicle is being ordered held by the Key West Police Department pursuant to Chapter 323, Florida Statutes. All questions regarding this "hold" should be directed to the above listed Investigating Officer.

**OWNER INFORMATION** REGISTERED OWNER: [Signature] PHONE NO: \_\_\_\_\_  
 ADDRESS: SW 131 CITY: HOMESTEAD STATE: FL ZIP: 33033  
 OWNER NOTIFIED:  YES  NO ATTEMPTS: \_\_\_\_\_ BY: \_\_\_\_\_

**DRIVER INFORMATION** DRIVER (if different): SAME ARRESTED:  YES  NO  
 ADDRESS: \_\_\_\_\_ CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

**TOW SERVICE** COMPANY: KEY WEST TOWING PHONE NO: 305-294-5557  
 ADDRESS: \_\_\_\_\_ TOWED TO: \_\_\_\_\_

We, the undersigned member and wrecker operator, certify that this listed joint property and damage inventory is correct to the best of our knowledge.  
[Signature] Signature [Signature] Wrecker Operator's Name [Signature] Signature 11/13/13 Date

**RELEASE OF LIABILITY** With my signature below, I certify that I am the legal owner or custodian of the vehicle described above. I request the following, and I hereby release and hold harmless the City of Key West, its employees, officers and agents from any claims or actions resulting from property damage or theft of or from my vehicle. I request this vehicle to be  left at its present location, or  released to:

Printed Name of Recipient: \_\_\_\_\_ Recipient's Signature: \_\_\_\_\_ Signature of Vehicle Owner / Custodian: \_\_\_\_\_  
 With my signature I hereby acknowledge receipt of the above listed vehicle and its contents

# **ATTACHMENT VII POWERPOINT PRESENTATION-COPY**

---



# **KEY WEST TOWING**

**RFP # 01-14**

**WRECKER / TOWING SERVICES**





# A Partnership for Success



and

**Key West Towing**

February 5, 2014

# Agenda

## **A Partnership for Success/"A Time for Change"**

- Annual Revenue
- Choosing the correct partner
- Management Summary
- Equipment & Terms Verification
- Acceptance of Conditions

## Annual Revenue

- The City would receive a Franchise Fee of \$59940.00 **pro rated by Quarterly start date for the first year.**
- Year Two the City would receive the following Franchise Fee of \$59940.00 adjusted up based on the CPI or 3% whichever is higher.

## Choosing the Correct Partner/Management Summary

**There are three key areas that set the philosophy of Key West Towing**

**Customer Service, Operational Efficiency, Financial Stability**

- Customer Service
- Operational Efficiency
- Financial Stability

# Equipment & Terms Verification

## Requirements

- Proper Equipment
- Proper Facility
- Rate Structure



## Acceptance of Conditions

- No Exceptions
- Insurance Requirements
- All Forms Present and Accounted For

## Recap & Overview

- Any Questions?
- Final Comments

