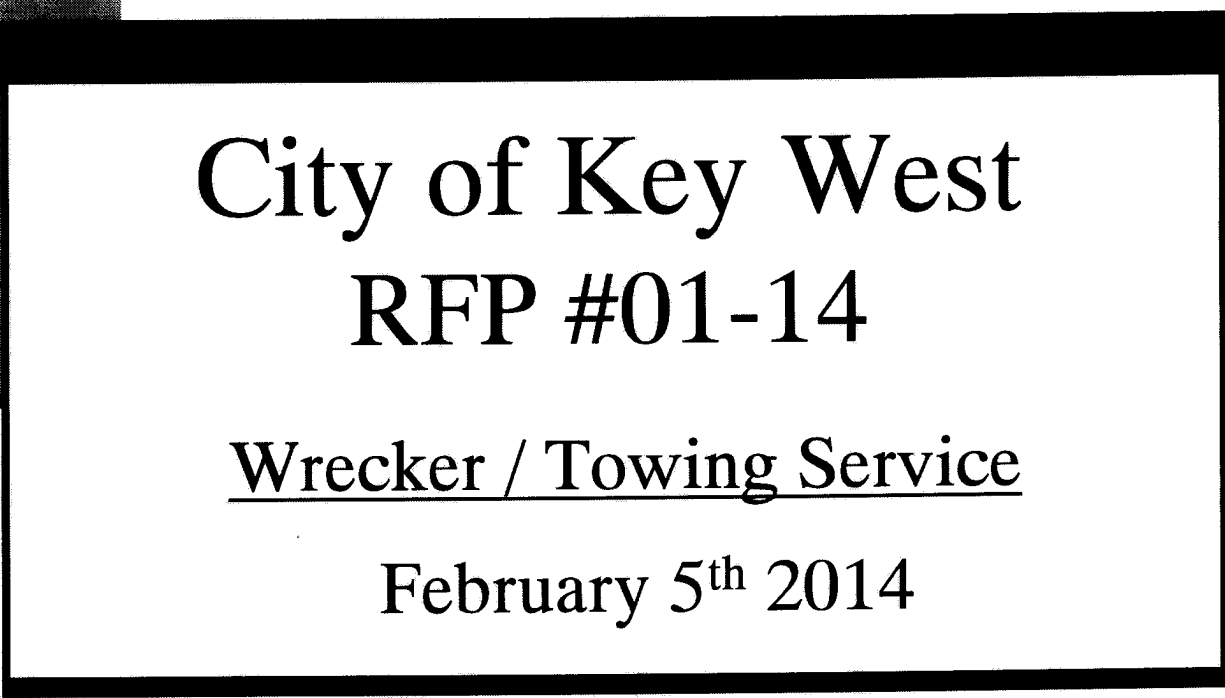
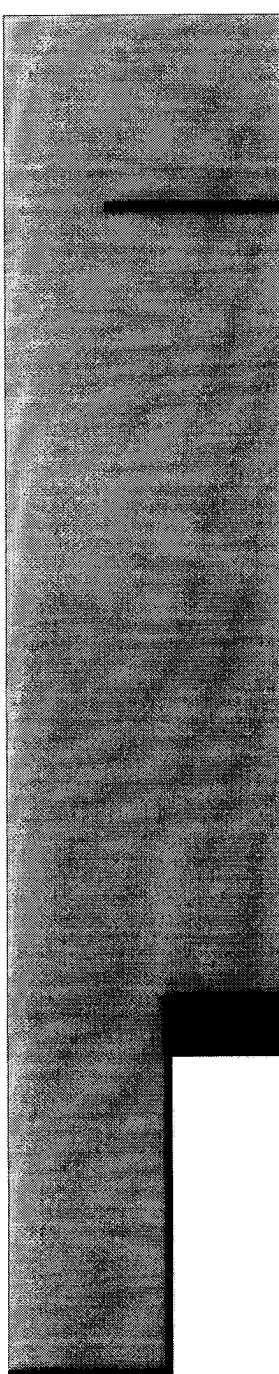




**A-1 Redland Economy Towing**

# Proposal



**City of Key West  
RFP #01-14**

Wrecker / Towing Service

February 5<sup>th</sup> 2014

**RFP# 01-14  
Wrecker / Towing Services  
City of Key West**

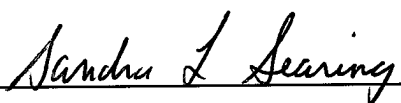
**Proposer  
A-1 Redland Economy Towing  
111 US Hwy 1 #507  
Key West, FL 33040**

## **Cover Letter**

A-1 Redland proposes to pay a quarterly flat fee of \$3,750.00, should it prevail in the award of this RFP.

The payment shall be submitted by the 15th, in quarterly installments beginning the fourth month subsequent to the date of notice to proceed.

**For information please contact:**



Sandra Searing, President

CORPORATE SEAL

Date: 2/3/14

RFP# 01-14 Wrecker / Towing Services City of Key West

**Proposer**  
**A-1 Redland Economy Towing**  
111 US Hwy 1 #507. Key West, FL 33040

**Tab I: Management Summary**

A-1 Redland Economy Towing is largest and most reputable Towing businesses in deep South Florida. The company was organized in 1981, Incorporated in 1988 and has operated under the same ownership ever since. Economy Towing is well-known for professionalism, dependability and is by far the most equipped and experienced in the performance of multiple demanding Police contracts.

Principals, Officers, Directors: *President & Director:* Sandra L.Searing, owner since 1981, majority stockholder since 1988. *Director, Treasurer:* Miroljub Filipovic. Before coming on board with Economy he brings 19 years of rotation and AAA experience as the former owner of a Towing company in Key Largo.

Authorized Contact Persons(s): Sandra Searing. (305)345-0200 or Mica Filipovic (305)910-6138  
**email:** a1economy@gmail.com

**Key West Office & Facilities:** 111 US HWY 1 #507, Key West, FL 33040 (305)294-7306

Locality and Facility Description: Situated in Rockland Key, the Outside Storage capacity is the largest available in Monroe county. In fact the Outside and Inside capacity of these facilities are the only ones that actually meet the mandatory specifications on page 11, of this RFP.

Equipment: A-1 has more than the minimum wreckers vital to this RFP. In Key West alone there are several light duty Tow-trucks & flatbeds, as well as the required medium and heavy duty wreckers on hand for the city 24-hours a day. Economy also has Landolls, lowboys, a crane and other heavy equipment always available for special emergencies.

Insurance: Insurance certificate(s) shall be provided immediately upon award. Economy currently carries more than the minimum requirements for Commercial and business automotive Liability as well as Workmans comp and On-hook/cargo coverage.

Proposal Forms: All required proposer forms and affidavits are endorsed and included in the final pages of

RFP# 01-14 Wrecker / Towing Services City of Key West

**Proposer**

**A-1 Redland Economy Towing**

111 US Hwy 1 #507. Key West, FL 33040

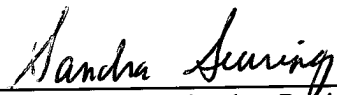
**Tab I: Management Summary cont'd**

History - Experience - Ability to perform the scope of RFP 01-14

A-1 Redland has operated under contract with multiple Law-Enforcement agencies for more than 25 consecutive years. *The company survived and kept going the morning following Hurricane Andrew in 1992.* Marshall Law was in effect for months with dusk to dawn curfews. Police towing, weird recoveries and automotive recycling increased ten-fold, but Economy continued 24/7 anyway. It was quite a challenge with intermittent phone service, no radios and a dedicated crew that helped work while rebuilding their own homes at the same time.

There is no job that can't be done with this company. With a huge fleet, twelve storage yards and a sizable junkyard up in Homestead too, *Economy Towing is the only business with the extra resources the City of Key West will need when any major storm or flooding events on the island.* Innumerable trucks and personnel will be there in less than a day. They can relocate and recycle hundreds of destroyed vehicles quickly. No one wants to think about the underlying risk of living on the Island. However, the officials in Key West know the importance of emergency planning and that it cannot be ignored. Major resources like Economy is proposing is unprecedented and can insure the city can focus on other critical issues.

**For information please contact:**



Sandra Searing, President

CORPORATE SEAL

Date: 2/3/14

**Proposer**  
**A-1 Redland Economy Towing**  
111 US Hwy 1 #507  
Key West, FL 33040

**Tab II Equipment & Terms Verification**

**1. EQUIPMENT**

3, Class A Towing & Recovery vehicles and 2, Class A Rollback wreckers.  
1, Class B Towing & Recovery vehicle  
1, Class C Towing & Recovery vehicle  
1 + Tractor-Landoll/lowboy combinations, which is considered a Class C or D, Flatbed.  
Other emergency equipment is also available including a Crane and a few forklifts.

2. Wrecker classification and required Equipment: All wreckers are equipped with a Wheel-lift. Each have the proper rated capacity per Class. The correct size Winchs, cables safety lights are in good working order.  
The fleet is outfitted with all the required emergency tools and other equipment as outlined on page 35 & 36 of the RFP.

3. OWNERSHIP & AVAILABILITY: All of the equipment is owned outright by A1 Redland. Key West will have priority on any request for service and total availability of the fleet All wreckers are hydraulic, are in fine mechanical condition and are properly insured and licensed to operate for hire. More than the minimum wreckers and equipment is on site and available for immediate use 24/7 under contract with the city of Key West

4. Proposed additional Equipment purchased if A-1Redland is awarded with the RFP. We plan to obtain extra vehicle skates to make sure we have 12 in total. Installation of a vehicle lift and a quality alarm system can easily be completed within a couple days as well

5. Economy Towing is diligent concerning any maximum rate structures and rules for the work it performs under its contracts. Our agreement as to the rate structure outlined in this RFP is hereby conceded without question.

a. Our history reflects that State statutes, county ordinances and other towing regulations are taken very seriously by this company.

b. Crime scene storage procedures for vehicles on Hold for CSI is clearly understood. Policies are in place where an entry signature is needed by the detectives to preserve the chain of evidence.

c. Periodic inspections by the city officials are welcome anytime. Invoices and vehicle files are easily located and available for examination as well.

  
Sandra Searing, President

CORPORATE SEAL

Date: 2/13/14

**Proposer**  
**A-1 Redland Economy Towing**  
111 US Hwy 1 #507  
Key West, FL 33040

**Tab III: Acceptance of Conditions**

A1 Redland Economy Towing hereby states and accepts all the terms and conditions as outlined in RFP 01-14 without exception. Insurance policies are already in place with more than the minimum required coverages. We have always used A-Rated Insurers that specialize in the proper policies and endorsements for the towing industry. If we should prevail an insurance certificate shall be endorsed by the agency showing the City of Key West as “additional Insured” and evidence of all mandatory policies will be submitted within 5 days.

  
\_\_\_\_\_  
Sandra Searing, President

CORPORATE SEAL

Date: 2/3/14

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 REP NUMBER AND TITLE ON THE OUTSIDE OF THE COURIER PACKET**

Company			Name
Signature		<i>Sandra L. Searing</i> and	Title
Date	<u>2/3/14</u>		<u>Sandra Searing</u>
Email	<u>AI@economy@comcast.net</u>		

**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.

A-1 Redland Economy Rowing  
Firm

Sandra L Searing  
Signature

2/3/14  
Date

Sandra L Searing  
Name Printed

President  
Title of Person Signing Affidavit

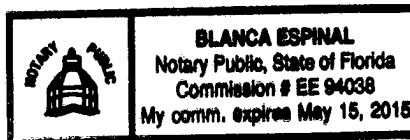
State of Florida  
City of Miami Beach

SUBSCRIBED AND SWORN to before me this 3 day of February, 2014, by Sandra L Searing, who is personally known to me to be the \_\_\_\_\_ for the Firm, OR who produced the following identification: FLDL

Blanca Espinal

Notary Public

My Commission Expires: May 15, 2015





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)**

PROPOSAL CONTINUED

IN WITNESS WHEREOF, WE have hereunto subscribed our names on this 3<sup>rd</sup> day of February, 2014 in the City of Homestead, in the State of Florida.

A-1 Redland Economy Towing of Homestead, Inc.  
Firm's Complete Legal Name

111 SW 2<sup>nd</sup> St  
(Address)

Homestead, FL 33030  
(City, State, ZIP)

Phone No. 305 246 0786  
Fax No. 305 246 3715

Check one of the following:

- Sole Proprietorship
- Corporation or P.A. State of Florida
- Limited Partnership
- General Partnership

By: Sandra L Searing  
Typed and Written Signature  
Sandra L Searing  
Title President

\*\*\*\*\*

ADDITIONAL CONTACT INFORMATION

Send Payments To:  
(REQUIRED ONLY if different from above)

Contact Name: Sandra Searing  
Title: President

A-1 Redland Economy Towing  
(Company Name used as Payee)

111 SW 2<sup>nd</sup> St  
(Address)  
Homestead, FL 33030  
(City, State, ZIP)

Phone No. 305 246 0786

FAX No. 305 246 3715

Email address: A1economy@comcast.net

## **City of Key West, Florida Insurance Requirements**

CONTRACTOR agrees to maintain, on a primary basis and at its sole expense, at all times during the life of this contract the following insurance coverages, limits, including endorsements described herein. The requirements contained herein, as well as CITY's review or acceptance of insurance maintained by CONTRACTOR is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by CONTRACTOR under this contract.

NOTE: A Garage Liability coverage form may satisfy the same requirement to maintain Commercial General Liability and Business Auto Liability insurance as required herein.

**Commercial General Liability** CONTRACTOR agrees to maintain Commercial General Liability at a limit of liability not less than \$1,000,000 Each Occurrence. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability.

**Business Automobile Liability** CONTRACTOR agrees to maintain Business Automobile Liability at a limit of liability not less than \$1,000,000 Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event CONTRACTOR does not own automobiles, CONTRACTOR agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy, or Garage Liability, if applicable.

**Garage keeper's Liability** CONTRACTOR agrees to maintain Garage keeper's Legal Liability at a limit not less than \$300,000 Combined Single Limit. When a per vehicle sublimit applies, the minimum sublimit shall not be less than \$50,000 per vehicle. An "on-hook" coverage, or similar endorsement, should be included in the event any CITY vehicles are towed, or on behalf of City, by CONTRACTOR. Any per vehicle or per occurrence deductible shall be the contractor's responsibility.

NOTE: A Garage Liability coverage form may satisfy the same requirement to maintain Commercial General Liability and Business Auto Liability insurance.

**Worker's Compensation Insurance & Employers Liability** CONTRACTOR agrees to maintain Worker's Compensation – Statutory and Employer's Liability: \$1,000,000 Each Accident; \$1,000,000 Disease-Policy Limit; 1,000,000 Disease-Each Employee

**Additional Insured** CONTRACTOR agrees to endorse CITY as an Additional Insured with a CG 2026 Additional Insured – Designated Person or Organization endorsement, or similar endorsement, to both the Commercial General Liability and Business Auto Liability, or Garage Liability, if applicable. The Additional Insured shall read "City of Key West."

**Waiver of Subrogation** CONTRACTOR agrees by entering into this contract to a Waiver of Subrogation for each required policy herein. When required by the insurer, or should a policy condition not permit CONTRACTOR to enter into an pre-loss agreement to waive subrogation without an endorsement, then CONTRACTOR agrees to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which

includes a condition specifically prohibiting such an endorsement, or voids coverage should CONTRACTOR enter into such an agreement on a pre-loss basis.

**Certificate(s) of Insurance** CONTRACTOR agrees to provide CITY a Certificate(s) of Insurance evidencing that all coverages, limits and endorsements required herein are maintained and in full force and effect. Said Certificate(s) of Insurance shall include a minimum thirty (30) day endeavor to notify due to cancellation or non-renewal of coverage. The Certificate Holder address shall read:

City of Key West  
Attn. Purchasing Agent

Flagler Ave.

Key West, FL 33040

**Umbrella or Excess Liability.** CONTRACTOR may satisfy the minimum liability limits required above for Commercial General Liability or Business Auto Liability, or Garage Liability, if applicable, under an Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for either Commercial General Liability or Business Auto Liability, or Garage Liability, if applicable. CONTRACTOR agrees to endorse CITY as an "Additional Insured" on the Umbrella or Excess Liability, unless the Certificate of Insurance states the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.

**Right to Revise or Reject** CITY reserves the right, but not the obligation, to review and revise any insurance requirement, not limited to limits, coverages and endorsements based on insurance market conditions affecting the availability or affordability of coverage; or changes in the scope of work / specifications affecting the applicability of coverage. Additionally, the CITY reserves the right, but not the obligation, to review and reject any insurance policies failing to meet the criteria stated herein or any insurer providing coverage due of its poor financial condition or failure to operating legally.

### **Indemnification**

The Contractor shall indemnify and save harmless and defend the City, its agents, servants, and employees from and against any and all claims, liability, losses, and/or cause of action which may arise from any negligent act or omission of the Contractor, its agents, servants, or employees in the performance of services under this Contract.

The Contractor further agrees to indemnify, save harmless and defend the City, its agents, servants and employees from and against any claim, demand or cause of action whatsoever kind or nature arising out of any conduct or misconduct of the Contractor not included in the paragraph above and for which the City, its agents, servants or employees are alleged to be liable.

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.

A-1 Redland Economy Towing  
Proposer  
Sandra A. Seuring  
Signature of Proposer

Chase Insurance Agency  
Insurance Agency  
Nancy Jones  
Signature of Proposer's Agent

CONE OF SILENCE

STATE OF FLORIDA

SS:

*Mimi Daele*  
COUNTY OF ~~MONROE~~

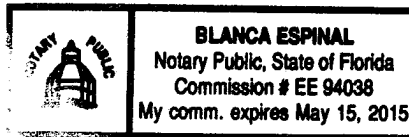
I the undersigned hereby duly sworn, depose and say that all owner(s), partners, officers, directors, employees and agents representing the firm of *A-1 Redland Economy Towing* have read and understand the limitations and procedures regarding communications concerning City of Key West issued competitive solicitations pursuant to City of Key West Ordinance Section 2-773 Cone of Silence (attached).

BY: *Sandra L. Searney*

sworn and prescribed before me this 3 day of 2, 2014

*Blanca Espinal*  
NOTARY PUBLIC, State of Florida

My commission expires: *May 15, 2015*



Sec. 2-773. Cone of silence.

(a) Definitions. For purposes of this section, reference to one gender shall include the other, use of the plural shall include the singular, and use of the singular shall include the plural. The following definitions apply unless the context in which the word or phrase is used requires a different definition:

(1) Competitive Solicitation means a formal process by the City of Key West relating to the acquisition of goods or services, which process is intended to provide an equal and open opportunity to qualified persons and entities to be selected to provide the goods or services. Competitive Solicitation shall include request for proposals ("RFP"), request for qualifications ("RFQ"), request for letters of interest ("RFLI"), invitation to bid ("ITB") or any other advertised solicitation.

(2) Cone of Silence means a period of time during which there is a prohibition on communication regarding a particular Competitive Solicitation.

(3) Evaluation or Selection Committee means a group of

persons appointed or designated by the City to evaluate, rank, select,

---

\*(Coding: Added language is underlined; deleted language is ~~struck through~~.)

or make a recommendation regarding a Vendor or the Vendor's response to the Competitive Solicitation. A member of such a committee shall be deemed a city official for the purposes of subsection (c) below.

(4) Vendor means a person or entity that has entered into or that desires to enter into a contract with the City of Key West or that seeks an award from the City to provide goods, perform a service, render an opinion or advice, or make a recommendation related to a Competitive Solicitation for compensation or other consideration.

(5) Vendor's Representative means an owner, individual, employee, partner, officer, or member of the board of directors of a Vendor, or a consultant, lobbyist, or actual or potential subcontractor or sub consultant who acts at the behest of a Vendor in communicating regarding a Competitive Solicitation.

(b) Prohibited Communications.

A Code of Silence shall be in effect during the course of a Competitive Solicitation and prohibit:

(1) Any communication regarding a particular Competitive Solicitation between a potential Vendor or Vendor's Representative and the City's administrative staff including, but not limited to, the city



manager and his or her staff;

(2) Any communication regarding a particular Competitive Solicitation between a potential Vendor or Vendor's Representative and the Mayor, City Commissioners, or their respective staff;

(3) Any communication regarding a particular Competitive Solicitation between a potential Vendor or Vendor's Representative and any member of a City evaluation and/or selection committee therefore;  
and

(4) Any communication regarding a particular Competitive Solicitation between the Mayor, City Commissioners, or their respective staff, and a member of a City evaluation and/or selection committee therefore.

(c) Permitted Communications

Notwithstanding the foregoing, nothing contained herein shall prohibit:

(1) Communication between members of the public who are not Vendors or a Vendor's representative and any city employee, official or member of the City Commission;

(2) Communications in writing at any time with any city employee, official or member of the City Commission, unless specifically prohibited by the applicable Competitive Solicitation.

(A) However, any written communication must be filed with the City Clerk. Any City employee, official or member of the City Commission receiving or making any written communication must

immediately file it with the City Clerk.

(B) The City Clerk shall include all written communication as part of the agenda item when publishing information related to a particular Competitive Solicitation;

(3) Oral communications at duly noticed pre-bid conferences;

(4) Oral presentations before publically noticed evaluation and/or selection committees;

(5) Contract discussions during any duly noticed public meeting;

(6) Public presentations made to the City Commission or advisory body thereof during any duly noticed public meeting;

(7) Contract negotiations with city staff following the award of a Competitive Solicitation by the City Commission; or

(8) Purchases exempt from the competitive process pursuant to section 2-797 of these Code of Ordinances;

(d) Procedure

(1) The Cone of Silence shall be imposed upon each Competitive Solicitation at the time of Public Notice of such solicitation as provided by section 2-826 of this Code. Public notice of the Cone of Silence shall be included in the notice of the Competitive Solicitation. The city manager shall issue a written notice of the release of each Competitive Solicitation to the affected departments, with a copy thereof to each Commission member, and shall include in any public solicitation for goods and services a statement

disclosing the requirements of this ordinance.

(2) The Cone of Silence shall terminate at the time the City Commission or other authorized body makes final award or gives final approval of a contract, rejects all bids or responses to the Competitive Solicitation, or takes other action which ends the Competitive Solicitation.

(3) Any City employee, official or member of the City Commission that is approached concerning a Competitive Solicitation while the Cone of Silence is in effect shall notify such individual of the prohibitions contained in this section. While the Cone of Silence is in effect, any City employee, official or member of the City Commission who is the recipient of any oral communication by a potential Vendor or Vendor's Representative in violation of this section shall create a written record of the event. The record shall indicate the date of such communication, the persons with whom such communication occurred, and a general summation of the communication.

(e) Violations/penalties and procedures.

(1) A sworn complaint alleging a violation of this ordinance may be filed with the City Attorney's office. In each such instance, an initial investigation shall be performed to determine the existence of a violation. If a violation is found to exist, the penalties and process shall be as provided in section 1-15 of this Code.

(2) In addition to the penalties described herein and otherwise provided by law, a violation of this ordinance shall render the Competitive Solicitation void at the discretion of the City

Commission.

(3) Any person who violates a provision of this section shall be prohibited from serving on a City of Key West advisory board, evaluation and/or selection committee.

(4) In addition to any other penalty provided by law, violation of any provision of this ordinance by a City of Key West employee shall subject said employee to disciplinary action up to and including dismissal.

(5) If a Vendor is determined to have violated the provisions of this section on two more occasions it shall constitute evidence under City Code section 2-834 that the Vendor is not properly qualified to carry out the obligations or to complete the work contemplated by any new Competitive Solicitation. The City's Purchasing Agent shall also commence any available debarment from city work proceeding that may be available upon a finding of two or more violations by a Vendor of this section.

**EQUAL BENEFITS FOR DOMESTIC PARTNERS AFFIDAVIT**

STATE OF FLORIDA )

: SS

COUNTY OF Miami Dade )

I, the undersigned hereby duly sworn, depose and say that the firm of A-1 Redland Economy 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.

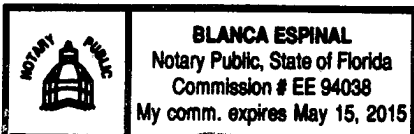
By: Sandra L. Searing

Sworn and subscribed before me this

3 day of February, 2014.

Blanca Espinal  
NOTARY PUBLIC, State of Florida at Large

My Commission Expires: May 15, 2015



**ANTI-KICKBACK AFFIDAVIT**

STATE OF Florida )  
 : SS  
COUNTY OF Miami - Dade )

I, the undersigned hereby duly sworn, depose and say that no portion of the sum herein Bid will be paid to any employees of the City of Key West as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

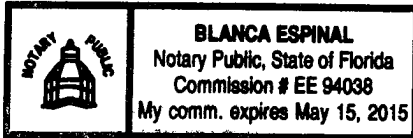
By: Sandra J. Searing

Sworn and subscribed before me this

3 day of February, 2014.

Blanca Espinal  
NOTARY PUBLIC, State of Florida at Large

My Commission Expires: May 15, 2015



**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: A-1 Redland Economy Towing SEAL:  
111 SW 2<sup>nd</sup> St Homestead, FL 33030  
Address  
Sandra L Searing  
Signature  
Sandra L Searing  
Print Name  
President  
Title  
2/3/2014  
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  
Wrecker / Towing Services
  
2. This sworn statement is submitted by A-1 Redland Economy Towing  
(Name of entity submitting sworn statement)  
whose business address is 111 SW 2<sup>nd</sup> St. Homestead  
Florida 33030 and (if applicable) its Federal  
Employer Identification Number (FEIN) is 59 2911823 (If the entity has no FEIN,  
include the Social Security Number of the individual signing this sworn statement.)
  
3. My name is Sandra L. Searing and my relationship to  
(Please print name of individual signing)  
the entity named above is President.
  
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 a 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.)

Sandra L Searing  
(Signature)  
2/3/2014  
(Date)

STATE OF Florida  
COUNTY OF Miami Dade

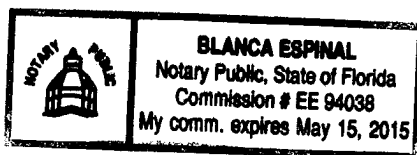
PERSONALLY APPEARED BEFORE ME, the undersigned authority,

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

space provided above on this 3 day of February, 2014.

My commission expires:  
May 15, 2015

Blanca Espinal  
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.

*Sandra L. Searing*  
Signature

*A-1 Redland Economy Towing*  
Name of Business

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.

Sandra J. Seaving  
Signature

A-1 Redland Economy Towing  
Name of Business

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.

Sandra J. Searing  
Signature

A-1 Redland Economy Towing, Inc.  
Name of Business