

# Anchor Towing Response to RFP #01-14

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## Table of Contents

1. **Management Summary**
2. **Equipment and Terms Verification**
3. **Acceptance of Conditions**
4. **Required Form Submittals**

# Anchor Towing

189 US Highway 1  
Key West, FL 33040

February 5, 2014  
City of Key West  
City Clerk  
3126 Flagler Ave  
Key West, FL 33040

Re: Response to Request for Proposal #01-14 for Wrecker / towing in the City of Key West

Anchor Towing, LLC is pleased to offer our bid to provide wrecker/towing services for the City of Key West. One of the best qualifications of Anchor Towing is that we bring a multitude of experience and professionalism. In addition, we have a property large enough to provide ample storage for impounded vehicles and an extensive fleet to handle any traffic situation that may arise.

Attached is our proposal for Wrecker /towing services in the City of Key West, which meets all the requirements of RFP #01-14.

The following people can be reached with regards to the RFP :

Marc Jester	(305) 745-1255	<a href="mailto:anchortow@aol.com">anchortow@aol.com</a>
Ruthelen Jester	(305) 745-1255	<a href="mailto:anchortow@aol.com">anchortow@aol.com</a>
Ashley Reynolds	(305) 294-8587	anchortowoffice@aol.com

Thank you for this opportunity, we look forward to hearing from you.

Sincerely,



Marc Jester Owner

### **I. Company Background**

Anchor Towing has been providing emergency roadside services in the Florida Keys for over 15 years. We first opened our location in Ramrod Key and shortly after opened in Key West. With the success of both locations, Anchor Towing was able to purchase a 3.5 acre piece of land located in Rockland Key at MM9.5. The Rockland location has developed a strong involvement in the city business community including auto repair facilities and the city's own department of transportation. The company as a whole has effectively and efficiently worked with all the major police agencies including KWPD, MCSO, FHP, FWC as well as Monroe County Fire Rescue. Today, Anchor's Ramrod location is the sole provider for FHP and MCSO towing from MM21 through 42.

With the two locations, we are able to dispatch a driver from the location closest to the disabled vehicle to provide the fastest most efficient service possible. The continued success of the company has enabled the expansion of specialized equipment including but not limited to a 53' Landoll Trailer and a 40ton Hydraulic Truck Crane which are both pictured in the fleet list below.

Anchor Towing enjoys an honest and friendly reputation. The company has a good report with the police agencies and provides free unlock services for dogs and children. The business has helped several years with the dragon boat races, Conch Republic Parade and has received countless awards and recognitions for different services.

Anchor Towing has the capability to provide light, medium, heavy, and ultra heavy towing and recovery services 24 hours a day, 7 days a week, 365 days a year. The company offers 24 hour a day dispatching service and all trucks and employees are assigned a radio for communication with dispatch. The two locations allow for a 30 minute arrival response time for emergency calls including but not limited to calls dispatched by Key West Police Department. Anchor Towing fully understands that repercussions exist if the 30 minute arrival time cannot be met.

## Anchor Towing Response To RFP #01-14

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### II. Wrecker/Towing for City of Key West

Anchor Towing's fleet is mechanically maintained and repaired "in house" at the Ramrod location by the owner, who is fully licensed and certified by the Federal Department of Transportation. Per the Federal Department of Transportation, all drivers complete daily inspections of trucks. Preventative maintenance is performed on all trucks every 3000 miles. All trucks and equipment are operated within the requirements of the Federal Department of Transportation and maintained within these requirements. When off-duty our trucks and equipment are kept at our outside storage facility in Rockland Key.

Anchor's Rockland Key Outside Storage Yard is conveniently located at MM9.5 on the gulf side of US Highway 1. The yard is well lit for drivers and customers to conduct business in the evening hours. This storage yard is where vehicles impounded from Key West Police Department that need to be stored outside would be located. As previously stated, the property is 3.5 acres and most certainly contains 25 minimum parking spaces for vehicles impounded by the City of Key West. It is kept landscaped and free of standing water. The Rockland main office facility is located out front of this storage area.

Rockland's main office is easily accessible from US Highway 1. All records financial and otherwise are maintained at this location. This office is staffed Monday through Friday from 8am to 5pm and can be accessed 24 hours a day, 7 days a week, 365 days a year, with a phone call to dispatch. Current tow rate charges are visible on the wall at this location.

Vehicles requiring inside storage as requested by the city would be brought to our inside storage facility at 161 US Highway 1 #14 Rockland Key. This facility is less than a ¼ mile from our outside facility and is located on the gulf side of US Highway 1 as well. The storage facility is 800 square foot and provides ample room for three vehicles in addition to working space if needed. Lighting and vehicle lifts are available at this storage facility. A unique feature of this storage unit is that it's base elevation is 12 feet above base flood benchmark. This allows for preservation of evidence in the event of flooding.

## Anchor Towing Response To RFP #01-14

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Anchor Towing understands the importance of having manpower and equipment available in the event of a state of emergency or disaster. Anchor Towing shall maintain equipment and manpower on standby as directed by the City Manager or designee. . Furthermore, the three and a half acres of land that the Rockland Yard has to offer provides ample storage room for said vehicles. As a matter of fact, after Hurricane Wilma, Anchor Towing was fully staffed and spent days assisting the City of Key West and Monroe County in clearing the streets of flooded and disabled vehicles.

Anchor Towing agrees with all of the following terms and conditions set forth in the RFP:

- Signing standard contract with the City of Key West within 21 days of Notice of Selection Award
- Providing a two year initial term beginning on the date the contract is executed by Anchor Towing and the City
- If awarded the contract, we will provide any and all necessary equipment in a timely fashion.
- All drivers possess CDL
- All employees, agents, owners, and partners shall NEVER have been convicted of a felony where person's civil rights have not been restored.
- All drivers are free and clear of any felony, misdemeanor, or municipal ordinance violation directly related to operating a wrecker as stated in the RFP
- All drivers have no convictions of the offense of driving under the influence of alcohol or any controlled substance, chemical substance to the extent that normal faculties are impaired or driving with unlawful blood alcohol level, or any criminal traffic offense, within the last 5 years.

## Anchor Towing Response To RFP #01-14

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- Anchor Towing also agrees to hold the City of Key West harmless in the event that vehicle owner does not pay charges.
- Anchor Towing also agrees to tow abandoned or junk vehicles at no charge to the City.
- Anchor Towing shall not charge any other fees than those specified in Exhibit "B" of contract.
- Anchor Towing will not charge the customer or the city if it's determined that the vehicle was towed in error.

### **Payment to the City**

Anchor Towing will offer a flat franchise fee of 30% of towing charges paid in quarterly installments.

*Marc Jester*

## Anchor Towing Response To RFP #01-14

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### Professional References

- 1) Lt. Kathleen McKinney  
Florida Highway Patrol  
(305) 289-2383
- 2) Captain Johnson  
Monroe County Sheriff's Office - Marathon  
(305) 289-2351
- 3) Jason Pearson  
Chief of Big Pine Volunteer Fire Department  
(305) 872-0975
- 4) Bill Pruitt  
Florida Keys Towing  
(305) 289-7301
- 5) William Loewy  
Former Director of Habitat for Humanity  
(305) 304-1522

## Anchor Towing Response to RFP #01-14

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February 5, 2014

City of Key West  
Flagler Ave  
Key West, FL 33040

Re: Equipment and Terms Verification

This letter is to serve that Anchor Towing can provide the required and necessary equipment as stated in Exhibit "A" of RFP #01-14. Please refer to the following fleet list attached. Additionally, Anchor Towing agrees to charge according to rates outlined in Exhibit "B" of RFP. Anchor Towing will not charge to the customer or the city and charge that is not outlined in Exhibit "B" of RFP# 01-14.

Thank You,



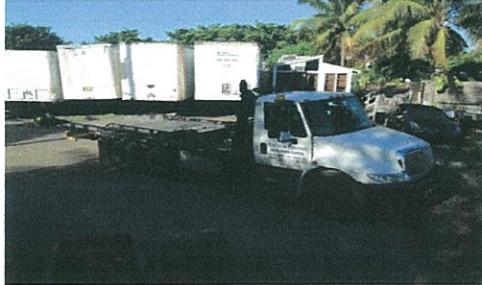
Marc Jester  
Owner



## Anchor Towing Fleet

### 3 Rollbacks (Class A & B):

- (1) 2005 International with Jenkins 3 Car Carrier



- (2) 2004 Ford F650 21' Century Bed 5 Ton



- (3) 2000 International 24' Jerr-Dan Bed 7.5 Ton



### 2 Medium Duty Undereach Wreckers (Class A & B):

- (1) 2000 Freightliner 14 Ton Century



- (2) 2000 International 14 Ton Vulcan

## Anchor Towing Response to RFP #01-14

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### 2 Heavy Duty Wreckers (Class C):

- (1) 1990 Mack CH613 35 Ton NRC (Undereach 144")



- (2) 1990 Peterbilt 379 Triple K Industries (Undereach 120")



### 1 Sliding Axle Low Boy Trailer:

- (1) 2007 Landoll 435B 35 Ton Trailer



## Anchor Towing Response to RFP #01-14

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(2) 1999 Sterling A9510 Tractor



(3) 1984 Peterbuilt 359 Tractor



1 Hydraulic Detach Low Boy Trailer:

(1) 2008 Fontaine RGN 55 Ton Low Boy Trailer



1 Hydraulic Truck Mounted Crane:

(1) 1997 Terex T340 40 Ton Hydraulic Crane with 94' Telescopic Boom



## Anchor Towing Response to RFP #01-14

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### Road Service:

- (1) 1996 Ford F250 Equipped For OTR Tire & Minor Repair



- (2) 2000 HD 3500 Chevrolet Equipped for Diesel



Complete With

- (a) Mobile Welding
- (b) Hydraulic Repair
- (c) Electrical Diagnostics

### Support Equipment:

- (1) Articulating Loader



## Anchor Towing Response to RFP #01-14

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- (2) Bobcat 873 w/ Bucket, Forks, Grapel Bucket, Power Broom & Remediation



- (3) Forklift



- (4) Response Trailer For Crash Scene Clean Up & Remediation



## Anchor Towing Response to RFP #01-14

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### (5) Maintenance Of Traffic Equipment



### (6) Car Trailer



### (7) Tri-AXLE Boat Trailer



## Anchor Towing Response to RFP #01-14

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(8) 1978 Chevrolet C-60 W/50' Bucket



(9) Pallet Jack



## Anchor Towing Response to RFP #01-14

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### **III. Acceptance of Conditions:**

The tab was left blank purposefully to indicate that Anchor Towing does not seek any acceptance of conditions as listed in RFP #01-14



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

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

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.

Maria Dister  
Signature

Anchor Towing LLC  
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 5536 ■ KNOXVILLE, TENNESSEE 37928  
STREET ADDRESS: 3021 TAZEWELL PIKE ■ KNOXVILLE, TENNESSEE 37918  
865.686.4891 ■ Fax 865.687.1732 ■ michael@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:rld

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?



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[www.keywestcity.com](http://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:



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**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



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**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.



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[www.keywestcity.com](http://www.keywestcity.com)



Jan 21, 2014 10:18:21 AM EST  
 File Edit List Commands Help  
 SUNGARD PUBLIC SECTOR  
 NavLine

### Select from Equipment List

Department:

009 000 00408 362	A	2005 FRD FORD 2005 FORD F150 P/UP
009 000 00411 307	A	2005 FRD FORD 2005 FORD F-150 P/UP
009 000 00439 361	A	2005 FRD FORD 2005 F-150 4X2 REG CAB
009 000 00470 360	A	2006 FRD FORD 2006 F-150 4X2 REG CAB
009 000 00491 319	A	2006 FRD FORD 2006 F-150 4X2 REG CAB
009 000 00505 3064	A	2007 FRD FORD 2007 FORD F150
009 000 00677 ICE3	A	2012 YAM YAM SCOOTER - ZUMA
010 010 00117 SW603	A	2000 CHV CHEV 2000 CHEVROLET C-2500 P/U
010 010 00267 854	A	2003 FRD FORD 2003 FORD F-250 P/UP
010 010 00303 208	A	2004 FRD FORD 2004 FORD F350 CREW CAB
010 010 00332 I04/199	A	1996 FRD FORD 1996 FORD CRANE TRUCK
010 010 00335 13/204	A	1993 CHV CHEV 1993 CHEV STEP VAN
010 010 00337 15/206	A	1995 FRD FORD 1995 FORD I8000 VAC TRUCK

**Attached**  
 This is a subsetted list.

MOV

Jan 21, 2014 10:18:43 AM EST  
 File Edit List Commands Help  
 SECTOR  
 NewFile.xls

### Select from Equipment List

Department:

010	010	00339	17/225	A	1997	CHV	CHEV	1997	CHEV	1500	P/UP		
010	010	00341	20/214	A	2001	CHV	CHEV	2001	CHEV	S-10	P/UP		
010	010	00343	226	A	2003	FRD	STER	2003	STERLING	VAC	TRUCK		
010	010	00371	225	A	2004	FRD	FORD	2004	FORD	RANGER	P/UP		
010	010	00499	601	A	2006	FRD	FORD	2006	SD	F350	4X2	REG	CAB
010	010	00500	212	A	2006	FRD	FORD	2006	SD	F350	4X2	REG	CAB
010	010	00501	019	A	2006	FRD	FORD	2006	SD	F350	4X2	REG	CAB
010	010	00503	215	A	2006	FRD	FORD	2006	SD	F350	4X2	REG	CAB
010	010	00561	227	A	2000	CAT	H/A	CATERPILLAR	430D	BACKHOE			
010	010	00570	2027	A	2007	CHV	MHR	CUBS	SEWER	TU	TRUCK		
010	010	00600	2028	A	2007	INC	STER	2007	INTERNATION	VACTOR			
010	010	00604	2029	A	2008	BYD	STER	2008	BYD	DUMP	TRUCK		
010	010	00606	2030	A	2008	FRD	FORD	FORD	F650	CRANE			

OK  
 Exit  
 Subset  
 Sort options

**\*=Attached**  
 This is a subsetted list.

MW

Jan 21, 2014 10:18:31 AM EST  
 File Edit List Commands Help  
 SECTOR

### Select from Equipment List

Department:

010	010	00702	2031	A	2013	FRD	FORD	FORD	F250	UTILITY	BODY		
012	010	00507	001	A	2006	FRD	FORD	FORD	EXPLORER	XLS	4X2		
012	030	00109	103	A	2001	FRD	FORD	2001	FORD	F-350	DUELLY		
012	030	00111	139	A	2000	CSE	N/A	2000	CASE	BACKHOE			
012	030	00119	SW604-T	A	2000	HMD	N/A	2000	WATER	TRAILER			
012	030	00120	SW603-T	A	2000	HMD	N/A	2000	WATER	TRAILER			
012	030	00121	SW602-T	A	2000	HMD	N/A	2000	WATER	TRAILER			
012	030	00254	7028	A	2003	FRD	FORD	2003	FORD	F-250	P/UP		
012	030	00269	752	A	2003	FRD	FORD	2003	FORD	F-250	P/UP		
012	030	00281	753	A	2003	FRD	FORD	2003	FORD	F250	P/UP		
012	030	00285	754	A	2003	FRD	FORD	2003	FORD	F-250	P/UP		
012	030	00286	138	A	2000	GRA	MCW	2000	GRAVELY	2602	MOWER		
012	030	00322	743	A	2003	IBC	CHI	2003	INTERNATIONAL	4300			

OK  
 Exit  
 Subset  
 Sort options

\*Attached  
 This is a subsetted list.

MW



Jan 21, 2014 10:18:57 AM EST  
 File Edit List Commands Help

SECTOR

### Select from Equipment List

Department:

012	030	00323	GR1	A	2000	N	N/A	GENTLE JOEY JR.
012	030	00368	7302	A	2002	MID	MTR	2002 MIDWEST LAWN TRAILER
012	030	00404	748	A	2005	FRD	FORD	2005 FORD E350 VAN
012	030	00413	KUB 1	A	1970	KUB	TCT	KUBOTA TRACTOR
012	030	00420	764	A	2005	FRD	FORD	F-150 4X2 REG CAB XL WB
012	030	00422	766	A	2005	FRD	FORD	F-150 4X2 REG CAB XL WB
012	030	00476	765	A	2005	FRD	FORD	2005 F-150 4X2 REG CAB XL
012	030	00494	728	A	2006	FRD	FORD	2006 SD F-250 4X2 SUPERCAB
012	030	00495	731	A	2006	FRD	FORD	2006 SD F-250 4X2 SUPERCAB
012	030	00513	763	A	2006	FRD	FORD	FORD F150 V8 4X2 SUPERCAB
012	030	00567	7030	A	2007	KUB	KU	KUBOTA 424 LOADER
012	030	00587	7040	A	2007	FRD	FORD	2007 FORD F150
012	030	00605	7092	A	2008	FRD	FORD	2008 FORD F650 FLAT BED

**\*=Attached**  
 This is a subsetted list.

MW

Jan 21, 2014 10:19:04 AM EST
File Edit List Commands Help
SECTOR

### Select from Equipment List

**Department:**  
 Go To

012	030	00610	GATOR 1	A	2007	JOH	GAT	JD	GATOR	TX
012	030	00611	GATOR-2	A	2007	JOH	ATV		GATOR	
012	030	00638	135	A	2006	GRV	MOW	GRAVELY	260	Z
012	030	00639	7105	A	2010	SU	SUB		BULLDOG	
012	030	00640	7103	A	2010	PAC	PAC		UTILITY	TRAILER
012	030	00641	134	A	2006	HQO	MOW		HUSOVERMA	
012	030	00650	140	A	2011	GRA	MOW	GRAVELY	PRO	MASTER 260
012	030	00653	7106	A	2010	SU	SUB		BULLDOG	
012	030	00746	7108	A	2012	TO	TOR		TORO	RBEIMASTER
013	030	00480	900	A	2006	FRD	FORD	2006	FREESTAR	VAN
013	030	00514	901	A	2006	FRD	FORD	FORD	ESCAPE	XLS
019	000	00417	878	A	2005	FRD	FORD	2005	FORD	F-150 S/CAB P/U
019	000	00593	3066	A	2008	FRD	FORD	2008	FORD	ESCAPE

OK  
 Ext  
 Subset  
 Sort options

**\*=Attached**  
 This is a subsetted list.

Jan 21, 2014 10:19:11 AM EST  
 File Edit List Commands Help  
 SECTOR  
 Mainline

### Select from Equipment List

Department:

019 000 00729 7300	A	2013 TOY TOY	FRUIS C
019 000 00730 7301	A	2013 TOY TOY	FRUIS C
019 000 00731 7302	A	2013 TOY TOY	FRUIS C
019 000 00732 7303	A	2013 TOY TOY	FRUIS C
019 000 00737 PW-001	A	2014 KAU TAL	FACILITY MAINTENANCE
019 000 00739 PWR1	A	2013 DIA CAR	FACILITY MAINTENANCE
019 000 00741 PWR3	A	2013 DIA CAR	FACILITY MAINTENANCE
019 000 00742 PWR4	A	2013 DIA CAR	FACILITY MAINTENANCE
019 000 00743 PWA1	A	2011 SIG ARR	FACILITY MAINTENANCE
019 000 00744 PWA1	A	2011 SIG PORE	FACILITY MAINTENANCE
019 000 00745 PWR5	A	2014 LOO CAR	FACILITY MAINTENANCE
019 005 00147 SWZE FLAT	A	1999 GM GMC	1999 GMC C-6500 DUMP TRK
019 005 00148 SWZE 8	A	1997 FPD FORD	1997 FORD DUMP TRUCK

**\*=Attached**  
 This is a subsetting list.

MM

5 Jan 21, 2024 10:19:26 AM EST  
 File Edit List Commands Help  
 SECTOR  
 Home

### Select from Equipment List

Department:

019 005 00424 768	A	2005 PRD FORD F-250 4X2 EXT SUPERCAB	
019 005 00471 750	A	2006 PRD FORD 2006 E350 SD EXT VAN	
019 005 00472 761	A	2006 PRD FORD 2006 E350 SD EXT VAN	
019 005 00493 779	A	2006 PRD FORD 2006 SD F-250 4X2 SUPERCAB	
019 005 00496 719	A	2006 PRD FORD 2006 FORD ECONOLINE VAN	
019 005 00508 84605	A	2006 PRD FORD FORD F150 V8 4X2 SUPERCAB	
019 005 00511 777	A	2006 PRD FORD FORD F150 V8 4X2 SUPERCAB	
019 005 00651 7095	A	2005 PRD FORD FORD P550 CRANE BODY 4X4	
019 005 00676 7107	A	2012 YAL YAL YALE FORKLIFT	
019 040 00470 877	A	2006 PRD FORD 2006 E350 XL SUPER DTY WG	
019 040 00477 871	A	2005 PRD FORD 2005 F-150 4X2 REG CAB	
019 040 00484 853	A	2006 PRD FORD 2006 SD F250 4X2 CREW CAB	
019 040 00592 ICE2A	A	2003 MOB SCO 2003 MOSQUITO SCOOTER	

**\*=Attached**  
 This is a subsetted list.

MY

Jan 21, 2014 10:19:21 AM EST  
 File Edit List Commands Help  
 OPERATIONS SECTOR

### Select from Equipment List

Department:

019 040 00678 FACILITY	A	2012 FRD FORD	INTERNAL SHOP ISSUES
019 050 00007 302	A	1997 GM CHEV	1997 CHEVROLET S-10 P/UP
019 050 00151 721C	A	2000 CSE N/A	2000 CASE LOADER
019 050 00184 PW185	A	2000 ING N/A	2000 INGER/RAND AIR/COMP
019 050 00192 701	A	1997 CSE N/A	1997 CASE 580 SUPER L
019 050 00199 GEN1	A	1996 HON N/A	1996 HONDA GENERATOR
019 050 00220 727	A	2003 FRD ECON	2003 FORD ECONOLINE VAN
019 050 00275 137	A	2000 GRV MOW	GRAVELY PROMASTER 260
019 050 00290 721	A	2003 BOB N/A	2003 BOBCAT S250 TURBO
019 050 00299 722	A	2004 HYD PWA	HYDROTEK PRESSURE WASHER
019 050 00304 702	A	1980 BST CHI	BRUSH BANDIT CHIPPER
019 050 00311 751-T	A	1999 HON N/A	1999 WATER TRAILER
019 050 00314 700	A	2004 ELG N/A	2004 ELGIN PELICAN

**\*=Attached**  
 This is a subsetting list.

MW

Jan 21, 2014 10:19:28 AM EST  
 File Edit List Commands Help  
 OPERATOR SECTOR  
 Page 1/2

### Select from Equipment List

Department:

019 050 00315 708	A	2004 FRD FORD	2004 FORD F250 SUPERCAB	
019 050 00316 704	A	2004 FRD FORD	2004 FORD F250 REG CAB	
019 050 00317 707	A	2004 FRD FORD	2004 FORD F250 CREW CAB	
019 050 00319 714	A	2004 FRD FORD	2004 FORD F250 SUPERCAB	
019 050 00320 726	A	2004 FRD FORD	2004 FORD F250 CREW CAB	
019 050 00340 BOBCAT	A	2000 BOB N/A	BOBCAT FRONT END LOADER	
019 050 00349 721B	A	1999 CSE N/A	CASE FRONT END LOADER	
019 050 00362 204	A	2001 CON TRL	2001 CONTINENTAL TRAILER	
019 050 00366 716	A	2003 AND AND	2003 ANDERSON TRAILER	
019 050 00405 760	A	2005 FRD ECON	2005 FORD E-250 VAN	
019 050 00438 703	A	2005 FRD FORD	2005 FORD F750 DUMPERUCK	
019 050 00474 729	A	2005 FRD FORD	2005 F-150 4X2 REG CAB XL	
019 050 00481 705	A	2006 FRD FORD	2006 SD F250 4X2 CREW CAB	

OK  
 Exit  
 Select  
 Sort options

**\*=Attached**  
 This is a subsetted list.

NEW

Jan 21, 2004 10:19:35 AM EST  
 File Edit List Commands Help  
 SECTOR

### Select from Equipment List

Department:

019 050 00487 724	A	2006	FRD	FORD	2006	F-150	4X2	REG	CAB
019 050 00490 736	A	2006	FRD	FORD	2006	F-150	4X2	REG	CAB
019 050 00492 739	A	2006	FRD	FORD	2006	SD F-250	4X2	SUPERCAB	
019 050 00505 723	A	2006	FRD	FORD	FORD	F150	VB	4X2	SUPERCAB
019 050 00509 441	A	2006	FRD	FORD	FORD	F150	VB	4X2	SUPERCAB
019 050 00512 800	A	2006	FRD	FORD	FORD	F150	VB	4X2	SUPERCAB
019 050 00564 7085	A	2007	ELG	ELG	ELGIN	PELICAN		SWEEPER	
019 050 00565 7086	A	2007	ELG	ELG	ELGIN	PELICAN		SWEEPER	
019 050 00566 7087	A	2007	ELG	ELG	ELGIN	CROSEWIND		SWEEPER	
019 050 00588 7088	A	2008	ALU	TRL	PRESSURE	WASHER		TRAILER	
019 050 00596 7089	A	2008	FRD	FORD	2008	E-250			
019 050 00598 7090	A	2007	FRE	FRE	FREIGHTLINER	CARGO		VAN	
019 050 00601 7091	A	2007	KUB	KU	KUBOTA	MINI-EXCAVATOR			

**\*-Attached**  
 This is a subsetted list.

MY

Jan 21, 2014 10:34 AM EST  
 File Edit List Commands Help  
 SECTOR

### Select from Equipment List

Department:  
 Go To

019	050	00634	CASK LIFT	A	2004	AM	CASKET LIFT
019	050	00635	7101	A	2008	SUL SUL	AIR COMPRESSOR - TOW BEHI
019	050	00733	785	A	2013	FRD FORD	FORD F250 SUPER BODY
019	050	00734	7202	A	2014	FRD FORD	FORD F250 CREW CAB
019	050	00735	7203	A	2014	FRD FORD	FORD F250 CREW CAB
019	050	00736	7204	A	2014	FRD FORD	FORD F250 CREW CAB
021	000	00129	440	A	1996	FRD FORD	F-150 (OLD) - DETECTIVE
021	000	00425	5081	A	2005	FRD FORD	F-250 SUPCAB - DETECTIVE
021	000	00431	5025	A	2005	GM CHEV	IMPALA - PATROL
021	000	00432	5026	A	2005	GM CHEV	IMPALA - PATROL
021	000	00436	5030	A	2005	GM CHEV	IMPALA - PATROL
021	000	00482	5033	A	2006	FRD FORD	F250 CREW CAB - MOUNTED
021	000	00485	5071	A	2006	FRD ECON	E350 CARGO VAN - GENERAL

OK  
 Exit  
 Subset  
 Sort options

**\*=Attached**  
 This is a subsetted list.

MIV



Jan 21, 2014 10:11:47 AM EST  
 File Edit List Commands Help  
 SECTOR

### Select from Equipment List

Department:

021 000 00502 5034	A	2006 FRD FORD EXPLORER - ADMIN
021 000 00504 5035	A	2006 FRD FORD EXPLORER - DETECTIVE
021 000 00516 5001	A	2006 FRD FORD EXPLORER - ADMIN
021 000 00517 5042	A	2006 FRD FORD EXPLORER - DETECTIVE
021 000 00518 5036	A	2006 FRD FORD EXPLORER - ADMIN
021 000 00519 5043	A	2006 FRD FORD EXPLORER - ADMIN
021 000 00520 5037	A	2006 FRD FORD EXPLORER - ADMIN
021 000 00521 5039	A	2006 FRD FORD EXPLORER - ADMIN
021 000 00522 5044	A	2006 FRD FORD EXPLORER - ADMIN
021 000 00523 5040	A	2006 FRD FORD EXPLORER - DETECTIVE
021 000 00524 5038	A	2006 FRD FORD EXPLORER - ADMIN
021 000 00525 5045	A	2006 FRD FORD EXPLORER - ADMIN
021 000 00526 5041	A	2006 FRD FORD EXPLORER - ADMIN

OK  
 Exit  
 Subset  
 Sort options

**\*=Attached**  
 This is a subsetted list.

MW

Jan 21, 2014 10:19:54 AM EST  
 File Edit List Commands Help  
 NEWSPAPER SECTOR  
 Home

### Select from Equipment List

Department:

021 000 00532 5070	A	2006 PRD FORD EXPEDITION - DETECTIVE
021 000 00533 5066	A	2006 PRD FORD F250 UTILITY BODY - THI
021 000 00534 5069	A	2006 PRD FORD E350 CARGO VAN - GENERAL
021 000 00535 5064	A	2006 PRD FORD PRISONER VAN - GENERAL
021 000 00537 5053	A	2006 PRD FORD EXPEDITION - K9 UNIT
021 000 00539 5054	A	2006 PRD FORD EXPEDITION - ADMIN
021 000 00540 5055	A	2006 PRD FORD EXPEDITION - DETECTIVE
021 000 00544 5065	A	2006 PRD FORD PASSENGER VAN - GENERAL
021 000 00545 5058	A	2006 GM CHEV IMPALA - DETECTIVE
021 000 00546 5057	A	2006 GM CHEV IMPALA - DETECTIVE
021 000 00547 5060	A	2006 PRD FORD F250 CREWCAB - MARINE
021 000 00548 5059	A	2006 GM CHEV IMPALA - DETECTIVE
021 000 00549 5046	A	2006 GM CHEV IMPALA - PATROL

**\*=Attached**  
 This is a subsetted list.

MM

Jan 21, 2014 10:20:01 AM EST  
 File Edit List Commands Help  
 COMMUNITY POLICE SECTOR

### Select from Equipment List

Department:

021 000 00550 5047	A	2006	GM	CHEV IMPALA	- PATROL
021 000 00551 5050	A	2006	GM	CHEV IMPALA	- PATROL
021 000 00552 5048	A	2006	GM	CHEV IMPALA	- PATROL
021 000 00554 5060	A	2006	GM	CHEV IMPALA	- DETECTIVE
021 000 00555 5061	A	2006	GM	CHEV IMPALA	- ADMIN
021 000 00558 5062	A	2006	GM	CHEV IMPALA	- DETECTIVE
021 000 00559 5063	A	2006	GM	CHEV IMPALA	- DETECTIVE
021 000 00560 5051	A	2006	GM	CHEV IMPALA	- PATROL
021 000 00571 5072	A	2004	GM	CHEV IMPALA	- DETECTIVE
021 000 00583 5087	A	2007	FN	FORD MOBILE COMMAND CENTER	
021 000 00594 5088	A	2008	FRD	FORD F150	- MOUNTED
021 000 00602 5089	A	2008	FRD	FORD F250 4X4	- MARINE
021 000 00603 5090	A	2008	FRD	FORD F250 4X4	- MARINE

OK  
 Exit  
 Subset  
 Sort options

**\*=Attached**  
 This is a subsetted list.

10/1

Jan 22, 2014 10:30:07 AM EST  
 File Edit List Commands Help  
 DISPATCH CENTER SECTOR  
 Dispatch

### Select from Equipment List

Department:

<input type="checkbox"/>	021	000	00613	5101	A	2009	FRD	FORD	CROWN	VICTORIA	-	PATROL		
<input type="checkbox"/>	021	000	00614	5102	A	2009	FRD	FORD	CROWN	VICTORIA	-	PATROL		
<input type="checkbox"/>	021	000	00615	5103	A	2009	FRD	FORD	CROWN	VICTORIA	-	PATROL		
<input type="checkbox"/>	021	000	00616	5104	A	2009	FRD	FORD	CROWN	VICTORIA	-	PATROL		
<input type="checkbox"/>	021	000	00617	5105	A	2009	FRD	FORD	CROWN	VICTORIA	-	PATROL		
<input type="checkbox"/>	021	000	00618	5106	A	2009	FRD	FORD	CROWN	VICTORIA	-	PATROL		
<input type="checkbox"/>	021	000	00619	5107	A	2009	FRD	FORD	CROWN	VICTORIA	-	PATROL		
<input type="checkbox"/>	021	000	00620	5108	A	2009	FRD	FORD	CROWN	VICTORIA	-	PATROL		
<input type="checkbox"/>	021	000	00621	5109	A	2009	FRD	FORD	CROWN	VICTORIA	-	PATROL		
<input type="checkbox"/>	021	000	00622	5110	A	2009	FRD	FORD	CROWN	VICTORIA	-	PATROL		
<input type="checkbox"/>	021	000	00623	5111	A	2009	FRD	FORD	CROWN	VICTORIA	-	PATROL		
<input type="checkbox"/>	021	000	00624	5112	A	2009	FRD	FORD	CROWN	VICTORIA	-	PATROL		
<input type="checkbox"/>	021	000	00625	5113	A	2009	FRD	FORD	CROWN	VICTORIA	-	PATROL		

OK  
 Exit  
 Subset  
 Sort options

**\*Attached**  
 This is a subsetted list.

MW

Jan 21, 2014 10:20:12 AM EST  
 File Edit List Commands Help  
 NEWBARD PUBLIC SECTOR  
 HomeLink

### Select from Equipment List

Department:

021 000 00626 5114	A	2009 FRD FORD CROWN VICTORIA - PATROL
021 000 00627 5115	A	2009 FRD FORD CROWN VICTORIA - PATROL
021 000 00629 5117	A	2009 FRD FORD CROWN VICTORIA - PATROL
021 000 00630 5118	A	2009 FRD FORD CROWN VICTORIA - PATROL
021 000 00631 5119	A	2009 FRD FORD CROWN VICTORIA - PATROL
021 000 00632 5120	A	2009 FRD FORD CROWN VICTORIA - PATROL
021 000 00642 5121	A	2010 FRD FORD CROWN VICTORIA - PATROL
021 000 00643 5122	A	2010 FRD FORD CROWN VICTORIA - PATROL
021 000 00644 5123	A	2010 FRD FORD CROWN VICTORIA - PATROL
021 000 00645 5124	A	2010 FRD FORD CROWN VICTORIA - PATROL
021 000 00646 5098	A	2011 FRD FORD FUSION SE - CSA
021 000 00647 5099	A	2011 FRD FORD FUSION SE - FIO
021 000 00648 5125	A	2010 FRD FORD CROWN VICTORIA - PATROL

OK  
 Exit  
 Subset  
 Sort options

**\*=Attached**  
 This is a subsetted list.

MW

Jan 21, 2014 10:20:19 AM EST  
 File Edit List Commands Help  
 SECTOR

### Select from Equipment List

Department:

021 000 00649 504	A	2000 PRD LINC NAVIGATOR - DETECTIVE
021 000 00660 5130	A	2011 PRD FORD CROWN VICTORIA - PATROL
021 000 00661 5131	A	2011 PRD FORD CROWN VICTORIA - PATROL
021 000 00662 5132	A	2011 PRD FORD CROWN VICTORIA - PATROL
021 000 00663 5133	A	2011 PRD FORD CROWN VICTORIA - PATROL
021 000 00664 5134	A	2011 PRD FORD CROWN VICTORIA - PATROL
021 000 00665 5135	A	2011 PRD FORD CROWN VICTORIA - PATROL
021 000 00666 5127	A	2011 GM CHEV CHEVEROLET TANOE - K9
021 000 00667 5128	A	2011 GM CHEV CHEVEROLET TANOE - K9
021 000 00668 5136	A	2011 PRD FORD CROWN VICTORIA - PATROL
021 000 00669 5137	A	2011 PRD FORD CROWN VICTORIA - PATROL
021 000 00670 5138	A	2011 PRD FORD CROWN VICTORIA - PATROL
021 000 00671 5139	A	2011 PRD FORD CROWN VICTORIA - PATROL

**\*=Attached**  
 This is a subsetting list.

HW

Apr 21, 2014 10:20:24 AM EDT  
 File Edit List Commands Help  
 POLICE SECTOR  
 Home

### Select from Equipment List

**Department:**  
 **Go To**

021 000 00672 5140	A	2011	FRD FORD CROWN VICTORIA - PATROL
021 000 00673 5141	A	2011	FRD FORD CROWN VICTORIA - PATROL
021 000 00674 5142	A	2011	FRD FORD CROWN VICTORIA - PATROL
021 000 00680 5143	A	2013	FRD FORD INTERCEPTOR - PATROL
021 000 00681 5144	A	2013	FRD FORD INTERCEPTOR - PATROL
021 000 00682 5145	A	2013	FRD FORD INTERCEPTOR - PATROL
021 000 00683 5146	A	2013	FRD FORD INTERCEPTOR - PATROL
021 000 00684 5147	A	2013	FRD FORD INTERCEPTOR - PATROL
021 000 00685 5148	A	2013	FRD FORD INTERCEPTOR - PATROL
021 000 00686 5149	A	2013	FRD FORD INTERCEPTOR - PATROL
021 000 00687 5150	A	2013	FRD FORD INTERCEPTOR - PATROL
021 000 00688 5151	A	2013	FRD FORD INTERCEPTOR - PATROL
021 000 00689 5152	A	2013	FRD FORD INTERCEPTOR - PATROL

✔ OK  
 ✖ Exit  
 Subnet  
 Sort options

**\*=Attached**  
 This is a subsetting list.

MW

Jan 21, 2014 10:20:29 AM EST  
 File Edit List Commands Help  
 SECTOR

### Select from Equipment List

Department:

021 000 00690 5153	A	2013	FRD	FORD	INTERCEPTOR - PATROL
021 000 00691 5154	A	2013	FRD	FORD	INTERCEPTOR - PATROL
021 000 00692 5155	A	2013	FRD	FORD	INTERCEPTOR - PATROL
021 000 00693 5156	A	2013	FRD	FORD	INTERCEPTOR - PATROL
021 000 00694 5157	A	2013	FRD	FORD	INTERCEPTOR - PATROL
021 000 00695 5158	A	2013	FRD	FORD	INTERCEPTOR - PATROL
021 000 00696 5159	A	2013	FRD	FORD	INTERCEPTOR - PATROL
021 000 00697 5160	A	2013	FRD	FORD	INTERCEPTOR - PATROL
021 000 00698 5161	A	2013	FRD	FORD	INTERCEPTOR - PATROL
021 000 00699 5162	A	2013	FRD	FORD	INTERCEPTOR - PATROL
021 000 00700 5163	A	2013	FRD	FORD	INTERCEPTOR - PATROL
021 000 00703 5164	A	2013	FRD	FORD	FORD INTERCEPTOR - PATROL
021 000 00704 5165	A	2013	FRD	FORD	FORD INTERCEPTOR - PATROL

**\*=Attached**  
 This is a subsetted list.

MW



Jan 21, 2014 10:20:34 AM EST  
 File Edit List Commands Help  
 SECTOR

### Select from Equipment List

Department:

021 000 00705 5166	A	2013 PRD FORD FORD INTERCEPTOR - PATROL
021 000 00706 5167	A	2013 PRD FORD FORD INTERCEPTOR - PATROL
021 000 00707 5168	A	2013 PRD FORD FORD INTERCEPTOR - PATROL
021 000 00708 5169	A	2013 PRD FORD FORD INTERCEPTOR - PATROL
021 000 00709 5170	A	2013 PRD FORD FORD INTERCEPTOR - PATROL
021 000 00711 5172	A	2013 PRD FORD FORD INTERCEPTOR - PATROL
021 000 00712 5173	A	2013 PRD FORD FORD INTERCEPTOR - PATROL
021 000 00713 5174	A	2013 PRD FORD FORD INTERCEPTOR - PATROL
021 000 00714 5175	A	2013 PRD FORD INTERCEPTOR SUV - PATROL
021 000 00716 5176	A	2013 PRD FORD INTERCEPTOR SUV - PATROL
021 000 00717 5177	A	2013 PRD FORD INTERCEPTOR - UNMARKED
021 000 00718 5178	A	2013 PRD FORD INTERCEPTOR - UNMARKED
021 000 00719 5179	A	2013 PRD FORD INTERCEPTOR - UNMARKED

**\*=Attached**  
 This is a subsetted list.

MW

Jan 21, 2014 10:30:43 AM EST  
 File Edit List Commands Help  
 SECTOR

### Select from Equipment List

Department:

021 000 00720 5190	A	2013	FRD	FORD	INTERCEPTOR - UNMARKED
021 000 00721 5181	A	2013	FRD	FORD	INTERCEPTOR - UNMARKED
021 000 00722 5182	A	2013	FRD	FORD	INTERCEPTOR - UNMARKED
021 000 00724 5183	A	2013	FRD	FORD	INTERCEPTOR - UNMARKED
021 000 00725 5184	A	2013	FRD	FORD	INTERCEPTOR - UNMARKED
021 000 00726 5185	A	2013	FRD	FORD	INTERCEPTOR - UNMARKED
021 000 00727 5186	A	2013	FRD	FORD	INTERCEPTOR - SUV UNMARK
022 000 00136 E-3	A	1997	FRD	FORD	1997 FORD F-450 PUMPER
022 000 00138 E-8	A	2000	PRC	N/A	2000 PIERCE PUMPER TRUCK
022 000 00140 E-4	A	2004	PRC	PIER	2004 PIERCE PUMPER TRUCK
022 000 00361 444	A	2002	PAC	TRL	2002 PACE CARGO TRAILER
022 000 00365 445	A	2002	WP	N/A	2002 WELLS CARGO TRAILER
022 000 00370 FB-TRL	A	2003	COM	FLO	2003 CONTINENTAL TRAILER

**\*Attached**  
 This is a subsetted list.

MW

Jan 21, 2014 10:29:47 AM EST  
 File Edit List Commands Help  
 SECTOR

### Select from Equipment List

Department:

022 000 00415 440	A	2005 FRD FORD 2005 FORD F-150 S/CAB P/U
022 000 00483 4032	A	2006 FRD FORD 2006 SD F250 4X2 CREW CAB
022 000 00515 781	A	2006 FRD FORD FORD F150 V8 4X2 SUPERCAB
022 000 00543 1001	A	2007 FRD FORD 07 FORD ESCAPE 4DR
022 000 00568 R-1	A	2007 IHC PIER INTERNATIONAL RESCUE UNIT
022 000 00590 4033	A	2007 FRD FORD FORD F150
022 000 00595 L-1A	A	2008 PRC PIER PIERCE LADDER/FIRE TRUCK
022 000 00597 4034	A	2008 FRD FORD 2008 FORD F-250
022 000 00609 E-9	A	2008 PRC PIER PIERCE FIRE PUMPER
022 000 00652 E-5	A	2010 PRC PIER 2010 PIERCE VELOCITY ENG
022 000 00710 E-6	A	2013 PRC PIER FIRE ENGINE
022 000 00728 RES	A	2007 PRC PIER RESCUE 1
022 000 00738 4035	A	2012 CHV CHEV CHEVROLET TAHOE

**\*-Attached**  
 This is a subsetted list.

MW

Jan 21, 2014 10:30:54 AM EST  
 File Edit List Commands Help  
 SECTOR

### Select from Equipment List

Department:

024	010	00208	316	A	2003	PRD	FORD	2003	FORD	F-150	P/UP
024	010	00212	320	A	2003	PRD	FORD	2003	FORD	F-150	P/UP
024	010	00407	325	A	2005	PRD	FORD	2005	FORD	F150	P/UP
024	010	00506	3063	A	2007	PRD	FORD	2007	FORD	F150	
024	010	00509	3065	A	2007	PRD	FORD	2007	F-150	PICK UP	
024	010	00591	ICE1A	A	2003	MOS	SCO	2003	MOSEKITO	SCOOTER	
024	010	00675	375	A	2009	TGB	TGB		SCOOTER	- LASER	
034	001	00159	774	A	1999	GM	CHEV	1999	CHEVROLET	S-10	P/UP
034	001	00409	SM001	A	2006	PRD	FORD	2006	F-150	4X2	REG CAB
034	001	00506	778	A	2006	PRD	FORD	FORD	F150	V8 4X2	SUPERCAB
035	005	00213	321	A	2003	PRD	FORD	2003	FORD	F-150	P/UP
035	005	00408	884	A	2006	PRD	FORD	2006	F-150	4X2	REG CAB
035	005	00497	SM604	A	2006	PRD	FORD	2006	SD F350	4X2	REG CAB

**\*=Attached**  
 This is a subsetting list.

MW

Jan 21, 2014 10:20:39 AM EST  
 File Edit List Commands Help  
 SECTOR  
 Yards

### Select from Equipment List

Department:

035	005	00499	SW600	A	2006	FRD	FORD	2006	6D	F350	4X2	REG	CAB
043	002	00372	5998	A	2003	CON	FLO	2003		CONTINENTAL		TRAILER	
043	002	00473	314	A	2005	FRD	FORD	2005	F-150	4X2	SUPERCAB		
043	002	00475	301	A	2005	FRD	FORD	2005	F-150	4X2	REG	CAB	
043	002	00563	2007	A	2007	FRD	FORD	2007	FORD	F150	SUPER	CAB	
044	004	00163	742	A	2000	GM	CHEV	2000	CHEVROLET	CAVALIER			
044	004	00527	712	A	2006	CHV	CHEV	CHEVROLET	COBALT	4DR			
044	004	00528	713	A	2006	CHV	CHEV	CHEVROLET	COBALT	4DR			
044	004	00529	715	A	2006	CHV	CHEV	CHEVROLET	COBALT	4DR			
044	004	00530	717	A	2006	CHV	CHEV	CHEVROLET	COBALT	4DR			
044	004	00531	718	A	2006	CHV	CHEV	CHEVROLET	COBALT	4DR			
044	004	00701	7201	A	2013	FRD	FORD	FORD	F-150	REG	CAB		
075	004	00282	202	A	2004	FRD	FORD	2004	FORD	F250	F/UP		

**\*Attached**  
 This is a subsetted list.

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Jan 21, 2014 10:21:57 AM EST  
 File Edit List Commands Help  
 CONSTRUCTION SECTOR  
 NewLine

### Select from Equipment List

Department:

075 004 00479 203	A	2005 FORD FORD 2005 F-150 4X2 REG CAB	
075 004 00584 2008	A	2007 YAM YAM YAMAHA SCOOTER	
075 004 00654 250	A	2004 CLB CLB CLUB CAR	
075 004 00655 251	A	2004 CLB CLB GOLF CART	
075 004 00656 252	A	2004 CLB CLB GOLF CART	
075 004 00657 253	A	2004 CLB CLB GOLF CART	
075 004 00658 254	A	2004 CLB CLB GOLF CART	
075 004 00659 255	A	2004 CLB CLB GOLF CART	
075 052 00367 205	A	2003 PAC TRL 2003 PACE CARGO TRAILER	
075 052 00390 TR-2	A	1990 WF TRL 1990 WELLS CARGO BOOM TRL	
075 052 00399 TR-3	A	1990 WF TRL 1990 WELLS CARGO BOOM TRL	
075 052 00400 TR-4	A	1990 WF TRL 1990 WELLS CARGO BOOM TRL	
075 052 00402 TR-6	A	1990 BOA FLO 1990 BOAT MASTER TRAILER	

OK  
 Exit  
 Subset  
 Sort options

**\*=Attached**  
 This is a subsetted list.

MW

Jan 21, 2014 10:21:13 AM EST  
 File Edit List Commands Help  
 SECTOR

### Select from Equipment List

Department:

075 052 00510 201	A	2006	FRD	FORD	FORD	E250	CARGO	VAN
075 052 00679 2101	A	2012	FRD	FORD	FORD	F150		
411 440 00011 801	A	2001	GIL	GIL	2001	GILLIG	BUS	
411 440 00012 802	A	2001	GIL	GIL	2001	GILLIG	BUS	
411 440 00013 803	A	2001	GIL	GIL	2001	GILLIG	BUS	
411 440 00014 804	A	2001	GIL	GIL	2001	GILLIG	BUS	
411 440 00015 805	A	2001	GIL	GIL	2001	GILLIG	BUS	
411 440 00017 807	A	2001	GIL	GIL	2001	GILLIG	BUS	
411 440 00018 808	A	2001	GIL	GIL	2001	GILLIG	BUS	
411 440 00222 869	A	2003	FRD	FORD	2003	FORD	F-250	SUPER DTY
411 440 00225 809	A	2003	GIL	GIL	2003	GILLIG	BUS	
411 440 00226 810	A	2003	GIL	GIL	2003	GILLIG	BUS	
411 440 00227 811	A	2003	GIL	GIL	2003	GILLIG	BUS	

**\*=Attached**  
 This is a subsected list.

MW





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.

Marc Jester  
Signature

Anchor Towing, LLC  
Name of Business

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 Anehor Towing LLC Name  
Signature Max Jesta and owner Title  
Date 2/5/2014  
Email anchortow@ad.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.

Anchor Towing LLC

Firm

Marc Jester

Signature

2/5/2014

Date

Marc Jester

Name Printed

Owner

Title of Person Signing Affidavit

State of FLORIDA)

City of KEY WEST)

SUBSCRIBED AND SWORN to before me this 5 day of February, 2014, by MARC JESTER, who is personally known to me to be the OWNER for the Firm, OR who produced the following identification: \_\_\_\_\_

Notary Public



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

Sarah S Benson

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 5 day of February, 2014 in the City of Key West, in the State of FL.

Anchor Towing LLC  
Firm's Complete Legal Name

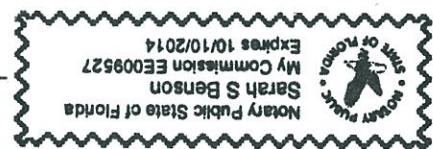
189 US Highway 1  
(Address)

Key West, FL 33040  
(City, State, ZIP)

Phone No. 305-745-1255  
Fax No. 305-295-9190

By: MARC JESTER  
Marc Jester  
Typed and Written Signature

\_\_\_\_\_  
Title



Check one of the following:

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

\*\*\*\*\*  
**ADDITIONAL CONTACT INFORMATION**

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

Contact Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
(Company Name used as Payee)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(City, State, ZIP)

Phone No. \_\_\_\_\_

FAX No. \_\_\_\_\_

Email address: \_\_\_\_\_

**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 a 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.

ANCHOR TOWING LLC

Proposer

Gulf Coast Underwriters

Insurance Agency

Mauro  
Signature of Proposer

F. J. Condon  
Signature of Proposer's Agent



Personally know by  
me this 5th day  
of February 2014 in Key West FL  
Sarah S. Benson  
Manroe county-FL



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 ANCHOR TOWING, LLC 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: Marc Jester

sworn and prescribed before me this 5 day of FEB, 2014

NOTARY PUBLIC, State of Florida

My commission expires:



Personally known by me  
in Key West, Monroe County FL.

Sarah S Benson

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,

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\*(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 Monroe )

I, the undersigned hereby duly sworn, depose and say that the firm of Anchor Towing LLC 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: Mark Justice

Sworn and subscribed before me this

5 day of February, 20 14



Sarah S Benson  
NOTARY PUBLIC, State of Florida at Large

Personally known by me  
My Commission Expires: \_\_\_\_\_



**City Ordinance Sec. 2-799**

**Requirements for City Contractors to Provide Equal Benefits for Domestic Partners**

- (a) Definitions. For purposes of this section only, the following definitions shall apply:
- (1) **Benefits** means the following plan, program or policy provided or offered by a contractor to its employees as part of the employer's total compensation package: sick leave, bereavement leave, family medical leave, and health benefits.
  - (2) **Bid** shall mean a competitive bid procedure established by the city through the issuance of an invitation to bid, request for proposals, request for qualifications, or request for letters of interest.
  - (3) **Cash equivalent** means the amount of money paid to an employee with a domestic partner in lieu of providing benefits to the employee's domestic partner. The cash equivalent is equal to the employer's direct expense of providing benefits to an employee for his or her spouse.

The cash equivalents of the following benefits apply:

- a. For bereavement leave, cash payment for the number of days that would be allowed as paid time off for the death of a spouse. Cash payment would be in the form of the wages of the domestic partner employee for the number of days allowed.
  - b. For health benefits, the cost to the contractor of the contractor's share of the single monthly premiums that are being paid for the domestic partner employee, to be paid on a regular basis while the domestic partner employee maintains such insurance in force for himself or herself.
  - c. For family medical leave, cash payment for the number of days that would be allowed as time off for an employee to care for a spouse who has a serious health condition. Cash payment would be in the form of the wages of the domestic partner employee for the number of days allowed.
- (4) **Contract** means any written agreement, purchase order, standing order or similar instrument entered into pursuant to the award of a bid whereby the city is committed to expend or does expend funds in return for work, labor, professional services, consulting services, supplies, equipment, materials, construction, construction related services or any combination of the foregoing.
  - (5) **Contractor** means any person or persons, sole proprietorship, partnership, joint venture, corporation, or other form of doing business, that is awarded a bid and enters into a covered contract with the city, and which maintains five (5) or more full-time employees.

- (6) **Covered contract** means a contract between the city and a contractor awarded subsequent to the date when this section becomes effective valued at over twenty thousand dollars (\$20,000).
- (7) **Domestic partner** shall mean any two adults of the same or different sex, who have registered as domestic partners with a governmental body pursuant to state or local law authorizing such registration, or with an internal registry maintained by the employer of at least one of the domestic partners. A contractor may institute an internal registry to allow for the provision of equal benefits to employees with domestic partner who do not register their partnerships pursuant to a governmental body authorizing such registration, or who are located in a jurisdiction where no such governmental domestic partnership registry exists. A contractor that institutes such registry shall not impose criteria for registration that are more stringent than those required for domestic partnership registration by the City of Key West pursuant to Chapter 38, Article V of the Key West Code of Ordinances.
- (8) **Equal benefits** mean the equality of benefits between employees with spouses and employees with domestic partners, and/or between spouses of employees and domestic partners of employees.

(b) Equal benefits requirements.

- (1) Except where otherwise exempt or prohibited by law, a Contractor awarded a covered contract pursuant to a bid process shall provide benefits to domestic partners of its employees on the same basis as it provides benefits to employees' spouses.
- (2) All bid requests for covered contracts which are issued on or after the effective date of this section shall include the requirement to provide equal benefits in the procurement specifications in accordance with this section.
- (3) The city shall not enter into any covered contract unless the contractor certifies that such contractor does not discriminate in the provision of benefits between employees with domestic partners and employees with spouses and/or between the domestic partners and spouses of such employees.
- (4) Such certification shall be in writing and shall be signed by an authorized officer of the contractor and delivered, along with a description of the contractor's employee benefits plan, to the city's procurement director prior to entering into such covered contract.
- (5) The city manager or his/her designee shall reject a contractor's certification of compliance if he/she determines that such contractor discriminates in the provision of benefits or if the city manager or designee determines that the certification was created, or is being used for the purpose of evading the requirements of this section.
- (6) The contractor shall provide the city manager or his/her designee, access to its records for the purpose of audits and/or investigations to ascertain compliance with the provisions of this section, and upon request shall provide evidence that the contractor is in compliance with the provisions of this section upon each new bid, contract renewal, or when the city manager has received a complaint or has reason to believe the contractor may not be in compliance with the provisions of this section. This shall include but not be limited to

providing the city manager or his/her designee with certified copies of all of the contractor's records pertaining to its benefits policies and its employment policies and practices.

- (7) The contractor may not set up or use its contracting entity for the purpose of evading the requirements imposed by this section.
- (c) Mandatory contract provisions pertaining to equal benefits. Unless otherwise exempt, every covered contract shall contain language that obligates the contractor to comply with the applicable provisions of this section. The language shall include provisions for the following:
- (1) During the performance of the covered contract, the contractor certifies and represents that it will comply with this section.
  - (2) The failure of the contractor to comply with this section will be deemed to be a material breach of the covered contract.
  - (3) If the contractor fails to comply with this section, the city may terminate the covered contract and all monies due or to become due under the covered contract may be retained by the city. The city may also pursue any and all other remedies at law or in equity for any breach.
  - (4) If the city manager or his designee determines that a contractor has set up or used its contracting entity for the purpose of evading the requirements of this section, the city may terminate the covered contract.
- (d) Enforcement. If the contractor fails to comply with the provisions of this section:
- (1) The failure to comply may be deemed to be a material breach of the covered contract; or
  - (2) The city may terminate the covered contract; or
  - (3) Monies due or to become due under the covered contract may be retained by the city until compliance is achieved; or
  - (4) The city may also pursue any and all other remedies at law or in equity for any breach;
  - (5) Failure to comply with this section may also subject contractor to the procedures set forth in Division 5 of this article, entitled "Debarment of contractors from city work."
- (e) Exceptions and waivers.

The provisions of this section shall not apply where:

- (1) The contractor does not provide benefits to employees' spouses.

- (2) The contractor is a religious organization, association, society or any non-profit charitable or educational institution or organization operated, supervised or controlled by or in conjunction with a religious organization, association or society.
- (3) The contractor is a governmental entity.
- (4) The sale or lease of city property.
- (5) The provision of this section would violate grant requirement, the laws, rules or regulations of federal or state law (for example, The acquisition services procured pursuant to Chapter 287.055, Florida Statutes known as the "Consultants' Competitive Negotiation Act").
- (6) Provided that the contractor does not discriminate in the provision of benefits, a contractor may also comply with this section by providing an employee with the cash equivalent of such benefits, if the city manager or his/her designee determines that either:
  - a. The contractor has made a reasonable yet unsuccessful effort to provide equal benefits. The contractor shall provide the city manager or his/her designee with sufficient proof of such inability to provide such benefit or benefits which shall include the measures taken to provide such benefits or benefits and the cash equivalent proposed, along with its certificate of compliance, as is required under this section.
- (7) The city commission waives compliance of this section in the best interest of the city, including but not limited to the following circumstances:
  - a. The covered contract is necessary to respond to an emergency.
  - b. Where only one bid response is received.
  - c. Where more than one bid response is received, but the bids demonstrate that none of the bidders can comply with the requirements of this section.
- (f) City's authority to cancel contract. Nothing in this section shall be construed to limit the city's authority to cancel or terminate a contract, deny or withdraw approval to perform a subcontract or provide supplies, issue a non-responsibility finding, issue a non-responsiveness finding, deny a person or entity prequalification, or otherwise deny a person or entity city business.
- (g) Timing of application. This section shall be applicable only to covered contracts awarded pursuant to bids which are after the date when this section becomes effective.

**2013 / 2014  
MONROE COUNTY BUSINESS TAX RECEIPT  
EXPIRES SEPTEMBER 30, 2014**

RECEIPT# 47141-108335

Business Name: ANCHOR TOWING LLC

Owner Name: RUTHELEN Z & MARC JESTER  
Mailing Address: 189 US HWY 1  
KEY WEST, FL 33040

Business Location: 161 US HWY 1  
KEY WEST, FL 33040  
Business Phone: 305-745-1255  
Business Type: AUTO REPAIR,DETAILING,TOWING &RENTALS  
(AUTO & MARINE TOWING & SALVAGE)

Employees 5

Tax Amount	Transfer Fee	Sub-Total	Penalty	Prior Years	Collection Cost	Total Paid
22.00	0.00	22.00	0.00	0.00	0.00	22.00

Paid 118-12-00002255 07/25/2013 22.00

THIS BECOMES A TAX RECEIPT  
WHEN VALIDATED

**Danise D. Henriquez, CFC, Tax Collector**  
**PO Box 1129, Key West, FL 33041**

THIS IS ONLY A TAX.  
YOU MUST MEET ALL  
COUNTY AND/OR  
MUNICIPALITY PLANNING  
AND ZONING REQUIREMENTS.

**MONROE COUNTY BUSINESS TAX RECEIPT**  
P.O. Box 1129, Key West, FL 33041-1129  
EXPIRES SEPTEMBER 30, 2014

RECEIPT# 47141-108335

Business Name: ANCHOR TOWING LLC

Owner Name: RUTHELEN Z & MARC JESTER  
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Employees 5

Tax Amount	Transfer Fee	Sub-Total	Penalty	Prior Years	Collection Cost	Total Paid
22.00	0.00	22.00	0.00	0.00	0.00	22.00

Paid 118-12-00002255 07/25/2013 22.00

**2013 / 2014  
MONROE COUNTY BUSINESS TAX RECEIPT  
EXPIRES SEPTEMBER 30, 2014**

RECEIPT# 47141-83529

Business Name: ANCHOR TOWING

Owner Name: RUTHELEN ZEVIK-JESTER, MARC JESTER  
Mailing Address: 139 US HWY 1  
KEY WEST, FL 33040

Business Location: 189 US HWY 1  
KEY WEST, FL 33040  
Business Phone: 305-745-1255  
Business Type: AUTO REPAIR,DETAILING,TOWING &RENTALS  
(AUTO & MARINE TOWING & STORAGE)

Employees 5

STATE LICENSE: MV33704

Tax Amount	Transfer Fee	Sub-Total	Penalty	Prior Years	Collection Cost	Total Paid
22.00	0.00	22.00	0.00	0.00	0.00	22.00

Paid 110-12-00001694 07/25/2013 22.00

THIS BECOMES A TAX RECEIPT  
WHEN VALIDATED

**Danise D. Henriquez, CFC, Tax Collector**  
**PO Box 1129, Key West, FL 33041**

THIS IS ONLY A TAX.  
YOU MUST MEET ALL  
COUNTY AND/OR  
MUNICIPALITY PLANNING  
AND ZONING REQUIREMENTS.

**MONROE COUNTY BUSINESS TAX RECEIPT**  
P.O. Box 1129, Key West, FL 33041-1129  
EXPIRES SEPTEMBER 30, 2014

RECEIPT# 47141-83529

Business Name: ANCHOR TOWING

Owner Name: RUTHELEN ZEVIK-JESTER, MARC JESTER  
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Employees 5

STATE LICENSE: MV33704

Tax Amount	Transfer Fee	Sub-Total	Penalty	Prior Years	Collection Cost	Total Paid
22.00	0.00	22.00	0.00	0.00	0.00	22.00

Paid 110-12-00001694 07/25/2013 22.00

# CITY OF KEY WEST, FLORIDA

## Regulatory Permit / License

City of Key West Non-Consensual Private Tow Permit  
Holder must comply with Chapter 70, K W Code of Ord.

Post Office Box 1409, Key West, FL 33041 (305) 809-3955

Business Name ANCHOR TOWING (PRIVATE) CtlNbr:0021502  
Location Addr 189 U.S. HWY 1  
Lic NBR/Class 14-00026223 TOW LICENSE - (NON-CONSENT)  
Issue Date: August 01, 2013 Expiration Date: June 30, 2014  
License Fee \$150.00  
Add. Charges \$0.00  
Penalty \$0.00  
Total \$150.00

Comments: MUST COMPLY WITH CHAPTER 70 KEY WEST CODE

This document must be prominently displayed.

ANCHOR TOWING LLC

ANCHOR TOWING (PRIVATE)

189 U.S. HWY 1

KEY WEST FL 33040

License: 00026223 Type: 00 Drawer: 1  
Date: 8/01/13 Receipt no: 91235  
26223  
LIC OPERATIONS RENEWAL  
1.00 \$150.00  
10406 \$150.00  
\$150.00  
\$150.00  
Trans Date: 8/01/13 Time: 8:00:58

# Anchor Towing

189 US Highway 1  
Key West, FL 33040

February 5, 2014

Re: Public Entity Crimes Affidavit

No person or affiliate of Anchor Towing has been placed on the City's convicted vendor list.

*Marc Jester*

Marc Jester

Owner

Signed before me this 5<sup>th</sup> day of February, 2014  
and personally known by me in  
Key West, FL.



*Sarah S Benson*



# Anchor Towing

189 US Highway 1  
Key West, FL 33040

February 5, 2014

Re: Indemnification and Hold Harmless

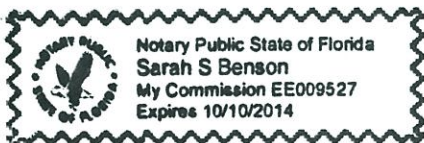
Anchor Towing, LLC agrees to indemnify and hold the City of Key West including any of it's agents or employees harmless from all claims of liability of whatever nature asserted against said company by reason of its release of possession of said vehicle to Anchor Towing, including any reasonable attorney fees incurred.

*Marc Jester*

Marc Jester

Owner

Signed before me this 5th day of February 2014  
and personally known by me in Key West, FL



*Sarah S Benson*

# Anchor Towing

189 US Highway 1  
Key West, FL 33040

February 5, 2014

Re: Anti-Kickback Affidavit

No Anchor Towing partners, employees, representatives or owners shall offer or give, either directly or indirectly, any favor, gift, loan, fee, service or other item of value to any City employee, as set forth in Chapter 112, Part III, Florida Statutes, the current City Ethics Ordinance, and City Administrative Policy. Anchor Towing realizes that violation of this provision may result in one or more of the following consequences: a. Prohibition by the individual, firm, and/or any employee of the firm from contact with City staff for a specified period of time; b. Prohibition by the individual and/or firm from doing business with the City for a specified period of time, including but not limited to: submitting bids, RFP, and/or quotes; and, c. immediate termination of any contract held by the individual and/or firm for cause.

*Marc Jester*

Marc Jester

Owner

*Signed before me this 5th day of February 2014  
and personally know by me in Key West, FL*

*Sarah S Benson*

