



**Response to City of Key West Request for
Proposals #01-14, Wrecker/Towing Services**

February 5, 2014



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Tab I – Management Summary



February 5, 2014

City Clerk Cheri Smith
City of Key West
3126 Flagler Avenue
Key West, FL 33041

RE: Management Summary of Alex's Auto Wrecking and Parts, Inc. Pursuant to City of Key West Request for Proposals #01-14

Dear Ms. Smith,

This letter is in response to the City of Key West's request for proposals to provide towing/wrecking services to the City of Key West, pursuant to the City's RFP #01-14 ("RFP"). Alex's Auto Wrecking and Parts, Inc. ("Alex's Towing") has provided quality towing and impound services to the lower Keys for nearly a half century, building and maintaining a thriving business by delivering prompt, professional service to its customers, offering unparalleled availability of management, and responding quickly to address the needs and concerns of clients as they arise. Not only does Alex's Towing meet all requirements contained in the RFP, the company has extensive government contract experience, enjoying a longstanding relationship with the Key West Police Department and boasting years of experience with the Monroe County Sherriff's Office and Florida Highway Patrol rotational system. The stability, reputation, and, most importantly, people of Alex's Towing make the company an ideal provider of the City's towing and wrecking services.

Towing, at its core, is a business based on relationships. Whether dealing with a morning commuter who has just endured a shocking accident or accommodating law enforcement investigating a vehicle on the premises, the true test of a towing company is whether it can consistently meet the needs of its clients and do so in a professional, courteous, responsive manner. Alex Rodriguez founded the business in 1961 with a philosophy based on consistency, professionalism, and the building and maintenance of lasting relationships.

A half century of strict adherence to that philosophy has cemented the company's reputation as Key West's premiere towing company. Today, Christine Rodriguez continues the tradition that Alex built by upholding existing relationships and building new ones by actively seeking ways to better serve clients each day. Alex's Towing achieves consistency and reliability through the constant oversight and direction of Christine, who actively manages the business on-site and makes herself personally available to customers and employees 24 hours a day. Constant involvement and availability ensure that operations run smoothly and efficiently, that staff members receive answers to their operational questions promptly, and that clients know the people they are dealing with and what to expect from

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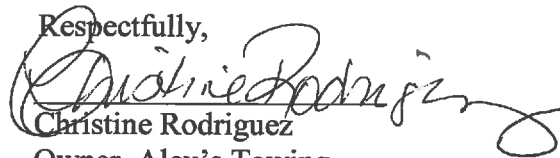
them, day in and day out. Alex's Towing understands that a good towing company does more than perform towing and wrecking services; it goes out of its way to be a trusted ally to its clients, a constant developer of its staff, and a contributor to the community it has the opportunity to serve. The hands-on approach that Christine takes in the operation of Alex's Towing ensures that services can be standardized to the tiniest detail, providing predictability and consistency for clients.

While the constant oversight, involvement, and availability of Christine ensures that Alex's Towing delivers consistent service to its clients, the quality and professionalism of that service rests largely on the shoulders of wrecker drivers and staff. To that end, Alex's Towing maintains a staff of true professionals, continually trained in both technical and human matters. Management and staff submit to background checks, drug testing, and fingerprinting. All of Alex's drivers attend regular training sessions addressing issues ranging from safety and awareness to personal service and professionalism. By hiring knowledgeable, intelligent, and caring staff, and continuously training them in customer-service and technical matters, Alex's Towing ensures that its uniformed drivers are fast, efficient, precise, and professional.

There would be no Alex's Towing without the support and patronage of the Key West community. Christine has an acute understanding of just how much Key West and its people have given to her family and the business, and Alex's Towing strives to support the community by sponsoring a classroom at a local school, multiple sports programs for children around the island, the Key West Police Department Police Officer's Ball in support of the Love Fund, and numerous other charitable endeavors. Still, Alex's Towing knows that the greatest contribution it can make to the community is the provision of quality towing services to the people it serves. Alex's Towing has been recognized for exceptional service by Monroe County Sheriff's Office, Monroe County Fire Rescue, Sugarloaf Key Volunteer Fire Rescue, and NAS Key West Fire Department, among numerous others. Alex's Towing has deep roots in Key West and Monroe County, and the ability to maintain the respect of longtime clients and to gain the respect of newer residents and visitors is a continuing source of pride to the management and staff. Providing unparalleled service is not only a business goal, but a personal imperative.

Alex's Towing has enjoyed success and longevity in the Key West towing market. For the people who comprise Alex's Towing, success and longevity are not goals in and of themselves – they are byproducts of interested leadership, constant innovation and training of staff, and a continuing commitment to build and maintain lasting relationships with the clients and community they serve. Alex's Towing is proud of the legacy that Alex Rodriguez built and Christine Rodriguez continues to uphold. Alex's Towing will apply the principles of consistency, quality, and relationship-building – which have proven successful over the last half century – to its relationship with the City of Key West.

Respectfully,



Christine Rodriguez

Owner, Alex's Towing

(305) 296-4910

AlexAutoWrecking@aol.com



Tab II – Equipment and Terms Verification

Equipment and Terms Verification of Alex's Auto Wrecking and Parts, Inc. Pursuant to City of Key West Request for Proposals #01-14

Alex's Auto Wrecking and Parts, Inc. ("Alex's Towing") hereby confirms that it can provide all of the equipment stated as necessary in the City of Key West's Request for Proposals #01-14 ("RFP").

Each Equipment Requirement, as stated in the "Terms and Conditions of Contract" section of the RFP and Section IV of Exhibit A to the RFP, is **Bolded** in this document, and each statement of the ability of Alex's Towing to meet such Equipment Requirement is underlined.

1. Class "A" Wreckers

The Towing Company shall, during the term of this Agreement, own or lease a minimum of four (4) wreckers to provide the services called for by this Agreement. The wreckers must include two (2) Class "A" wreckers one of which must be a roll back;

Class "A" Towing/Recovery Vehicle (for the removal of cars and light duty trucks and vehicles weighing 10,000 pounds gross vehicle weight or less):

A. A truck chassis with a manufacturer's rated capacity of at least 10,000 pounds gross vehicle weight. A complete, commercially manufactured boom and at least one winch having a manufacturer's combined rating of at least four tons must be mounted on the chassis. Hand crank winches do not satisfy these requirements and will not be approved.

B. A minimum of 100 feet of three-eighths-inch cable.

C. Dollies.

D. Flood lights on the hoist.

E. Vehicles which are equipped with wheel lifts or the equivalent may also qualify as class "A" tow trucks so long as they are equipped with a boom and all other applicable requirements are met. Wheel lifts shall be rated at a minimum of 3,000 pounds lift capacity and must utilize wheel safety straps when lifting vehicles by the wheels only. Class "A" roll-back or slide-back wreckers (for the removal of cars and light duty trucks and vehicles weighing 10,000 pounds gross vehicle weight or less) Specifications and equipment for roll-back or slide-back carriers in addition to the requirements outlined above shall include the following:

A. A truck chassis with a manufacturer's rated capacity of at least 10,000 pounds gross vehicle weight with a minimum of a 16-foot bed, dual rear wheels and a winch with at least 8,000 pounds capacity.

B. A minimum of 50 feet of three-eighths-inch cable.

C. A minimum of two safety tie-down chains of at least ten feet each in length.

D. Two spot (flood) lights mounted on the rear of the carrier.

E. A roll-back or slide-back carrier trailer shall meet the following requirements:

a. A commercially manufactured carrier trailer with a rated capacity of at least 8,000 pounds gross vehicle weight with a minimum 16-foot bed equipped with a winch with at least 8,000 pounds lifting/pulling capacity.

b. A minimum of 50 feet of three-eighths-inch cable.

c. Brakes and trailer lights which meet the minimum statutory requirements of Florida law.

d. Safety chains.

e. Must be towed by and used in conjunction with an approved wrecker that meets or exceeds the class of the vehicle to be towed.

Alex's Towing owns Two (2) Class "A" Wreckers and Two (2) Class "A" Flatbed Wreckers which meet the above requirements and are properly licensed and equipped to handle the requirements of the Agreement. Each Class "A" Wrecker has a manufacturer's rated capacity of at least 10,000 pounds gross vehicle weight, a complete, commercially manufactured boom and at least one winch with a manufacturer's combined rating of at least four tons. Each Class "A" Wrecker carries at least 100 feet of 3/8 inch cable, dollies, and is equipped with flood lights affixed to the hoist.

Each Class "A" Roll-Back Wrecker is commercially manufactured, with a manufacturer's rated capacity of at least 10,000 pounds gross vehicle weight, and has a minimum 16-foot bed, dual rear wheels and a winch rated at or above 8,000 pounds. Each Roll-Back Wrecker carries at least 50 feet of 3/8 inch cable and two safety-tie down chains of at least 10 feet, and has brakes and trailer lights in compliance with Florida law.

In addition to the two Class "A" Wreckers and two Class "A" Roll-Back Wreckers currently in service at Alex's Towing, Alex's will acquire an additional two (2) Class "A" Roll-Back Wreckers and one (1) additional Class "A" Wrecker if awarded the contract.

2. Class "B" Wrecker

The Towing Company shall, during the term of this Agreement, own or lease a minimum of four (4) wreckers to provide the services called for by this Agreement. The wreckers must include...one (1) class "B" Towing/Recovery Vehicle;

Class "B" Towing/Recovery Vehicle (for removal of medium duty trucks or vehicles weighing 20,000 pounds gross vehicle weight or less)

A. Manufacturer's rated capacity of at least 20,000 pounds gross vehicle weight. A complete, twin-winch, commercially manufactured boom and winches having a manufacturer's combined rating of at least ten-ton capacity mounted on the chassis.

B. A minimum of 100 feet of at least one-half-inch cable on each drum.

C. One set of scotch blocks for wheels or hydraulic rear-extendable scotch blocks.

D. Flood lights on the hoist.

Alex's Towing owns one (1) Class B Medium Wrecker, which has a manufacturer's rated capacity meeting or exceeding 20,000 pounds gross vehicle weight, a complete twin winch, and commercially manufactured boom. The winches mounted on the chassis have a combined manufacturer's rating not less than 10 tons. The Class "B" Wrecker also has at least 100 feet of ½ inch or greater width cable on each drum, scotch blocks for wheels, and flood lights on the hoist.

3. Class "C" Wrecker

The Towing Company shall, during the term of this Agreement, own or lease a minimum of four (4) wreckers to provide the services called for by this Agreement. The wreckers must include...one (1) class "C" Wrecker;

Class "C" Towing/Recovery Vehicle (for removal of heavy duty trucks, house trailers, buses, etc., weighing over 20,000 pounds gross vehicle weight)

A. A truck chassis with a manufacturer's rated capacity of at least 30,000 pounds gross vehicle weight and 30,000 pounds gross vehicle weight for tandem axle trucks. A complete, twin-winch, commercially manufactured boom and winches having a manufacturer's combined rating of at least 25-ton capacity mounted on the chassis.

B. A minimum of 200 feet of at least five-eighths-inch cable on each drum.

C. Air brakes so constructed as to lock the rear wheels automatically upon failure.

D. External air hookup and hoses, to supply air to disabled vehicles.

E. One set of scotch blocks for wheels or hydraulic rear-extendable scotch blocks.

F. Flood lights on the hoist.

Alex's Towing leases one (1) Class "C" Heavy Wrecker with a manufacturer's rated capacity of at least 30,000 pounds gross vehicle weight and 30,000 pounds gross vehicle weight for tandem axle trucks. The Wrecker is complete with a twin winch, commercially manufactured boom and winches with a manufacturer's combined rating not less than 25 tons. The wrecker carries at least 200 feet of 5/8 inch cable on each drum, and has air brakes with automatic locking rear wheels, an external air hookup which is capable of supplying air to disabled vehicles and requisite hoses, scotch blocks for wheels, and flood lights on the hoist.

4. Equipment Requirements

- 1. Wreckers shall be properly equipped with clearance and marker lights and all other equipment as required by the *Florida Statutes*.**
- 2. There shall be rotor beam or strobe type light, amber in color, mounted on the wrecker in such a manner that it can be seen from the front, rear and both sides.**
- 3. Dollies for all vehicles except for Class "C" and roll back carriers.**
- 4. At least one heavy duty push broom with a minimum width of 24 inches on each vehicle.**
- 5. Flood light on the hoist.**
- 6. Minimum of one square shovel per each vehicle.**
- 7. One crowbar or pry bar with a minimum length of thirty (30) inches per vehicle.**
- 8. A minimum of one 5 pound CO₂, or dry chemical fire extinguisher or equivalent. The extinguisher must be of an approved type and have attached a current inspection tag. The extinguisher must be mounted so as to be readily accessible on every vehicle.**
- 9. One pair of bolt cutters with a minimum 1/2 inch opening per vehicle.**
- 10. One set of jumper cables per vehicle.**
- 11. One four-way lug wrench per vehicle.**
- 12. One flashlight per vehicle.**
- 13. Five thirty (30) minute fuses per vehicle.**
- 14. One snatch block for each winch, manufacturers rating to match winch, except for roll back carrier.**

- 15. External air hookup and hoses for Class "C" trucks.**
- 16. Extra towing chain six to eight feet in length with hooks per vehicle.**
- 17. At least six safety cones or triangle reflectors per vehicle.**
- 18. Fifty pounds of sand or suitable equivalent per vehicle.**

Each one of Alex's Towing's vehicles conforms to the items and requirements applicable to its Class, as set forth in numbers one (1) through eighteen (18) above.

5. Wrecker Drivers

- 1. All drivers are required to have a valid Florida CDL license in their possession at all times.**
- 2. Wrecker operators and drivers are required to comply and be familiar with the Florida Uniform Traffic Control Law, Chapter 316, Florida Statutes.**
- 3. Wrecker drivers properly at the scene of an accident shall remove only the vehicle involved at the direction of the Investigating Officer.**
- 4. Wrecker drivers shall sweep glass from the roadway and remove all debris or hazards from the scene as required by the Agreement.**
- 5. The wrecker operator shall be thoroughly familiar with the wrecker he is operating.**
- 6. Wrecker driver shall wear a reflective vest or equivalent high visibility gear.**
- 7. The operator shall be responsible for any damage to a vehicle caused by the driver.**

All drivers that Alex's Towing will employ during the term of the Agreement and each driver currently employed by Alex's Towing has a valid Florida CDL License, and is required to carry the license while operating any Alex's Towing vehicle. All drivers are familiar with the Florida Uniform Traffic Control Law, and must abide by all applicable laws in performance of their duties. Drivers are trained to act at the direction of investigating officers in tasks that involve an accident scene, and are trained to sweep and clear glass, debris, and other hazards from the roadway in the discharge of their duties. All drivers are familiar with their respective vehicles, and shall wear reflective vests in the discharge of their duties. Alex's Towing and its agents accept any liability arising from damage caused by the actions of Alex's Towing or the individual agent/driver.

6. Agreement with Stated Rate Structure

Alex's Towing hereby confirms that it agrees with the stated rate structure in Exhibit B to the RFP.



Tab III – Acceptance of Terms and Conditions

**Alex's Auto Wrecking and Parts, Inc. Acceptance of Conditions Pursuant to
City of Key West Request for Proposals #01-14**

This document constitutes the acceptance by Alex's Auto Wrecking and Parts, Inc. ("Alex's Towing") of the general terms of the City of Key West's Request for Proposals #01-14 ("RFP").

Alex's Towing accepts the general terms and conditions of the RFP, but notes one deviation from the requirements contained therein. This deviation is discussed in the "Wrecker Equipment and Towing Company Personnel" section at Page 5 of this document. Alex's Towing notes no further deviations or exceptions to the terms and conditions of the RFP, and can provide the services required by the RFP in the following manner:

Scope of Work

Alex's Towing is fully capable of towing and storing motor vehicles, vessels, trailers, motorcycles and motor scooters at the rates stated in the RFP. Additionally, Alex's Towing is full capable of towing vehicles to third-party locations within the City of Key West at the direction of vehicle owners or City officials. Alex's Towing will provide for the towing and servicing of any City-owned or City-leased vehicles, seized City owned or leased vehicles and City owned or leased vessels, and disabled City owned or leased vehicles, free of charge as a courtesy to the City, and will tow them from their point of origin for a distance up to 40 miles, as the City directs.

Alex's Towing will deliver any low-speed vehicle towed pursuant to the Agreement from its facility on Rockland Key to the City of Key West without charge to the City, after payment of all authorized charges. Any seized vehicles will be stored at Alex's Towing's Rockland storage facility and maintained in the condition in which they were received. The drivers at Alex's Towing are trained to clean debris from the public right of way, and to remove debris from the scene of accidents, and will perform that service pursuant to the Agreement.

Alex's Towing's Rockland Key facility is operational 24 hours a day, 365 days a year, with at least one driver available to render towing services at any and all times. The facility's convenient location ensures that the appropriate tow truck will be on scene and ready to render towing services anywhere within the City of Key West in less than 30 minutes and often times within 15 minutes. Alex's Towing understands that liquidated damages may be assessed if response times exceed 30 minutes, and that if response times exceed 30 minutes in five or more separate instances, the City of Key West may suspend or terminate the awarded contract at its sole option.

Alex's Towing will answer all calls for on-scene service at accidents expeditiously, and will immediately remove all obstructions caused by accidents. Alex's Towing will assist the Key West Police Department with inspection and movement of vehicles, providing a wrecker at its storage site for the purpose of moving vehicles for examination. Alex's Towing will not charge the City for any services rendered at its storage site pursuant to the Agreement.

Terms and Conditions of Contract

Alex's Towing agrees to sign a standard City contract within 21 days of notice of selection for award of the contract. Alex's Towing agrees to the length of the initial term of the contract, and the terms for extension. If Alex's Towing is unable to respond to a call during the term of the Agreement with one of its own wreckers and necessary equipment, it agrees to obtain and provide all necessary equipment. All such Wreckers used in lieu or in conjunction with Alex's Towing's equipment will comply with the terms of the Agreement.

Contractor's Requirement During State of Emergency or Disaster

In the event that the City Mayor or his designee declares a state of emergency or disaster during the term of the Agreement, and upon notification of that fact, Alex's Towing will promptly supply any equipment or personnel deemed necessary by the City of Key West.

Payment to the City

In consideration for the City's exclusive calling of Alex's Towing to provide towing services pursuant to the Agreement, Alex's Towing will remit a flat franchise fee for the two-year initial term to the City of Forty-Five Thousand and 00/100 Dollars (\$45,000), and will pay that amount to the City in quarterly installments of Five Thousand six Hundred Twenty Five and 00/100 Dollars (\$5,625.00). Alex's Towing keeps accurate books and records, and will remit an itemized list of work completed for each month to the City by the fifteenth day of the following month.

Rate Charged Owners

If the owner of a towed vehicle does not pay all authorized charges, Alex's Towing agrees that the City will have no liability. If an increase in the maximum rates specified in the RFP is negotiated, Alex's Towing will correspondingly increase its payment to the City. Alex's Towing will tow abandoned and junked vehicles at the request of the City without charge to the City, and will not charge any fees other than those authorized in its Agreement with the City.

Rate Charged City

Alex's Towing agrees that, if awarded the contract, it will not charge any fees or cause any fees to be charged to the City except as specifically provided in the Agreement.

Prohibited Charges

Under no circumstances will Alex's Towing attempt to bill the City tow charges, storage fees, or any other fees for vehicles towed in error or for temporarily stored vehicles which have been seized for forfeiture purposes. Alex's Towing will not charge the owners of vehicles that are towed in error at the request of the City.

Salvage Rights

If awarded the contract, Alex's Towing agrees to accept all salvage rights permitted by law for vehicles towed pursuant to the Agreement. Alex's Towing possesses a valid salvage license.

Indoor Storage Facilities

Alex's Towing's storage facility is located at mile marker 9, at 111 US Highway 1. The storage facility is leased by Alex's Towing from Rockland Investment Corp., a Florida corporation. Alex's Towing has leased the property for approximately nine (9) years and has approximately four (4) years remaining on the current lease. The storage facility has approximately 3,920 square feet of sealed, weathertight, indoor area for storage and service (able to accommodate approximately 22 cars), which is accessible only by authorized personnel and has a lockable door. Storage space is not located on the grounds of another business. The fully-concrete building has a roof, walls, a concrete floor, and is not susceptible to flooding. The facility did not flood during hurricane Wilma, and at all times the building is kept free of standing water and vegetation. In addition, Alex's Towing has approximately 5,670 square feet of unsealed indoor space (able to accommodate approximately 32 cars.) Alex's Towing employs a 24-hour security guard, who lives on site, and uses guard dogs to deter potential intruders. The facility will be fitted with a Key West Police Department-approved alarm system prior to the start of the term of the Agreement. Should the City require video surveillance, video surveillance infrastructure is maintained on site and will be activated upon the request of the City. To the knowledge of management and ownership, the indoor facility has not suffered any robberies or break-ins.

Alex's will provide working areas greater than 9 feet by 20 feet in size per vehicle. Ceilings in these working areas – and in the indoor area as a whole – are 18 feet with 3-foot rafters. Alex's Towing will provide three storage spaces for the Key West Police Department's exclusive use. Alex's Towing has the capability to lift vehicles completely off the floor for purposes of inspection and investigation with the use of a forklift. While the forklift meets the lifting requirement in the RFP, Alex's Towing will obtain an additional lift if awarded the Contract, for the purpose of better meeting the City's needs. The facility has ample electrical lighting for vehicle processing.

Alex's Towing currently has the ability to weigh vehicles on a certified scale located at Monroe Concrete, which is located on Rockland Key less than half mile from the facility. During the term of the Agreement, Alex's Towing will maintain access to a certified scale for police purposes. Currently, the facility has three sets of vehicle skates on premises for the movement and positioning of vehicles pursuant to investigation. These will be supplemented by at least nine more sets of vehicle skates upon award of the contract.

Outside Storage

Approximately 23,500 square feet of fenced, outside storage is located contiguously on the same parcel as the indoor storage and office facilities. The outdoor storage will be maintained in a clean and tidy manner, with well-trimmed foliage and no dangerous obstructions. The outside storage area has adequate drainage to disperse standing water after rainstorms. The outside storage area can store approximately 131 cars in a manner so as to allow full access to all four sides, and is protected by a six foot tall chain link fence, which is in good repair. The fence is not capped with barbed wire, but barbed wire will be added if Alex's Towing is awarded the contract, pending County approval. Alex's Towing will provide for the installation of an alarm

system. The outside storage area includes approximately 4,680 square feet of secure outdoor space which is floored with a concrete slab and is dedicated to investigations. The outside storage is fully illuminated by a total of ten industrial lights, which reveal persons and vehicles more than 150 feet away at night time. To the knowledge of management and ownership, the outside storage area has never suffered a robbery or break-in.

Crime Scene Storage

Alex's Towing will utilize inside storage for all vehicles marked "hold" by the Key West Police Department, and all personnel contacting such vehicle will wear rubber or leather gloves. Crime scene vehicles will be stored with care, with storage under cover ensuring that potential evidence is not contaminated or degraded. Alex's Towing's 24-hour security guard, guard dogs, and alarm system will protect against theft, damage, and access by unauthorized persons. Police personnel will be allowed access to such vehicles at any time, and Alex's Towing will transport crime scene vehicles to the Key West Police Department or other facility requested by the City without charge, for a distance up to 50 miles. All disposal of vehicles will comply with the Florida statutes in effect on the date of disposal.

All storage facilities will be open to inspection prior to the award of a contract, and at any time during the term of the Agreement at the City's request. Alex's Towing will not allow any discrepancies with the Agreement terms to exist in its facilities but, in the event the City determines discrepancies exist, will remedy them within 10 days of notice from the City.

The ample size of Alex's Towing's facilities makes it unlikely that the storage areas become filled to capacity, but in that event Alex's Towing will utilize its network of contacts to make alternative arrangements to meet the needs of the City and fulfill the terms of the Agreement. Alex's Towing will not use an unauthorized storage space or area, or change storage spaces for any vehicles, without prior written consent from the Key West Police Department.

Alex's Towing will provide a certified scale for the weighing of vehicles as the Key West Police Department requests. Currently, the facility has three sets of vehicle skates on premises for the movement and positioning of vehicles pursuant to investigation. These will be supplemented by at least 9 more sets of vehicle skates upon award of the contract. Alex's Towing will cause an employee to be available at the facility at all times.

Alex's Towing will hold all vehicles marked "hold" by the Key West Police Department for the period necessary for proper processing and completion of any investigation at no charge to the City of Key West. Alex's Towing will ensure all vehicles stored indoors are secured from access by unauthorized persons and protected from theft and damage, and are available for access by Police personnel at all times. Alex's Towing will only deem a vehicle previously marked "hold" eligible for the accrual of storage fees after the City releases the hold.

Office Facilities

Office facilities are located on-site at the Rockland Key facility. A desk, chair and 125 square foot office will be dedicated exclusively to the Key West Police Department to allow officers and other authorized personnel to review records and inspect vehicles. Alex's Towing will

provide this access 24 hours a day, with personnel physically on site from 8:00 a.m. to 5:00 p.m., personnel on-call after hours every day of the year, and an on-site, live-in security guard available to assist law enforcement or city personnel at any time of the day or night at a moment's notice. During normal business hours the facility will not close, and an employee or manager will answer the phone and handle calls without use of an answering system.

The office facilities do not house any other business or enterprise. The 312 square foot restroom at Alex's Towing is clean, sanitary, and in good repair, and the business name, address, and phone number are listed on a sign affixed to the front building of the complex and visible from the street. Although the current sign meets the requirements of the RFP, Alex's Towing plans to install a new, larger sign for better visibility and exposure to US Highway 1. A sign in the waiting room, which is complete with a couch and vending machine, conspicuously shows the maximum tow charges for ordinary towing.

Wrecker Equipment and Towing Company Personnel

As stated more specifically in Tab II of this Response to RFP, Alex's Towing meets all equipment requirements of the RFP. Its two Class "A" Flatbeds (with two additional to be acquired upon award of the contract), two Class "A" Wreckers (with one additional to be acquired upon award of the contract), Class B Medium Wrecker, Class C Heavy Wrecker and Service Vehicle ensure that there is no call within the scope of the Agreement that Alex's Towing cannot handle. Additionally, Alex's Towing leases a tractor and Landoll, affording the capability to tow RVs. Pursuant to company policy, all trucks are to be kept neat and clean in the interest of providing exceptional service to clients and observing best safety practices. Drivers are responsible for removing all garbage and trash from vehicle cabs. The drivers at Alex's Towing are required to wear uniforms, and are trained to treat clients and others with respect, care, and courtesy.

Christine Rodriguez, the Owner of Alex's Towing, pled guilty to a charge of Public Assistance Violation in 1995. Ms. Rodriguez, a single mother with an infant at that time, received Medicaid benefits from the Federal government. Ms. Rodriguez failed to notify the Federal government when she obtained part-time employment working the night shift at a construction supply store. Her receipt of benefits while employed resulted in her arrest for Public Assistance Violation in Broward County, Florida. Ms. Rodriguez pled guilty, and adjudication was withheld. Ms. Rodriguez was sentenced to probation, which she completed without incident. The incident has in no way affected Ms. Rodriguez's ability to obtain the appropriate licensure to operate a towing company.

Other than the above deviation from the terms and conditions of the RFP, no owner, partner, employee, or agent of Alex's Towing has been convicted of any offense directly related to the operation of a wrecker, or convicted of a felony where civil rights have not been restored. No drivers have been convicted of driving under the influence in the past five years. Alex's Towing complies with all Drug Free Workplace requirements, and has extensive policies in place to prevent the use of drugs and alcohol in connection with its business. Pursuant to Alex's Towing's company manual, any driver-applicant found to be under the influence may not be

considered for employment; any driver in possession or under the influence of any illegal or controlled substance is immediately terminated, without recourse; and any driver found operating a company vehicle under the influence of drugs or alcohol or who is in possession of alcohol while operating or riding in a company vehicle is immediately terminated, without recourse. Currently, employees are subject to random drug tests, drug testing at scheduled physical examinations, drug testing under circumstances where Alex's Towing has reasonable suspicion of a violation of the drug and alcohol policy, and drug testing after accidents where the driver is issued a citation under Florida or local law for a moving traffic violation in connection with an accident or where there is a loss of human life. Each employee agrees to Alex's Towing's drug and alcohol policies upon beginning employment.

All employees of Alex's Towing undergo yearly background checks. Currently, Alex's Towing employs 2 drivers with Florida CDL Licenses, and Alex's Towing will hire two more drivers, with CDL Licenses, if awarded the contract. Alex's employs two dispatchers – one who works day shifts during the week, and one who works night shifts during the week. The owner, Christine Rodriguez, dispatches on weekends and off-shifts. In addition Ms. Rodriguez is available 24 hours a day and will provide the City with a number where she can be reached directly at any hour. Ms. Rodriguez oversees weekly meetings of wrecker drivers and dispatch staff, and ensures that employees periodically review training manuals, stay up to date on newly-implemented policies, and view training videos as applicable. Each driver is required to wear an FDOT-approved uniform. Dispatch staff will wear required uniforms if Alex's Towing secures the contract with the City of Key West.

Radio Communications

Each vehicle is outfitted with a functioning radio, which is and will be regularly checked during the term of the Agreement, and which is and will be fully operational during the term of the Agreement. Drivers are trained and directed to refrain from untoward language in use of the radios by company policy.

Non-Exclusiveness

Alex's Towing recognizes that the owner of an incapacitated vehicle is not bound to use the services of Alex's Towing, and may contact a wrecker or tow company of his/her own choice, where the vehicle does not create a hazardous condition and a reasonable response time can be expected. Alex's Towing recognizes that such person will have the opportunity to have the vehicle towed to a location other than Alex's Towing's facility.

Benefits from Repairs

Alex's Towing agrees that it will not benefit in any manner from any motor vehicle repair or painting of vehicles towed pursuant to the Agreement without the express written consent of the vehicle's owner or his/her designated representative. Any such agreement – whether between Alex's Towing and the vehicle owner or Alex's Towing and a repair facility will state with specificity the work to be performed and the price and terms of payment.

Liability of Towing Company

Alex's Towing agrees to be liable to the extent provided by law for any towed vehicle and the property contained within any towed vehicle, from the time the wrecker attaches the vehicle to be towed. An agent of Alex's Towing will prepare a written inventory of all personal property contained in the towed vehicle, or will endorse the inventory prepared by the officer in charge.

Personal Property in Vehicles

Alex's Towing agrees that to the extent provided by law, it will be liable for damage or loss to personal property and accessories in the vehicles towed. All personal property will be treated with care, and shall not be disposed of to offset towing or storage costs, except as provided by applicable law. All personal property in a towed vehicle will be promptly returned to the owner or person entitled to legal possession of the property, unless directed otherwise by the City. Alex's Towing will exercise care and discretion in determining the owner or person entitled to legal possession. When personal property is released, the owner or person entitled to possession of the personal property will receipt the towing company.

Release of the Vehicle

Alex's Towing agrees that it will release any vehicle not marked "hold" to the proper owner or person entitled to possession, and that it will not release any vehicle marked "hold" without prior consent from the Key West Police Department. Alex's Towing will not release any vehicle without proof of possession proffered by the individual who seeks release, and will give a receipt for any such release. From time to time, as specified by the Key West Police Department, Alex's Towing will furnish to the Key West Police Department a report of all vehicles released.

Posting Charges

Alex's Towing will prominently post a sign, with one inch tall letters on a black background, in the waiting room of the Rockland facility stating the charges imposed upon the owners of towed vehicles pursuant to the Agreement. Alex's Towing will not impose charges exceeding that fee schedule.

Itemized Statements

When an owner or person entitled to possession of a vehicle seeks to reclaim their vehicle, Alex's Towing will provide that person with an itemized list of charges related to the vehicle's towing and storage.

Records, Books and Payment

Alex's Towing will open its books and records to the City at all times, including non-business hours, for inspection and audit of records pertaining to services provided pursuant to the Agreement. Alex's Towing will maintain all records at the Rockland facility. Upon the City's request, Alex's Towing will provide copies of all paid invoices for services provided pursuant to the Agreement for each month. Alex's Towing will maintain, for the period required by Florida Statutes Chapter 119, records for each tow including the location of the vehicle at the time of tow, the date towed, the name of the wrecker driver who towed the vehicle, the name and address

of the vehicle's registered owner, the disposition of the vehicle, the date of release or disposal of the vehicle, and all correspondence pertaining to the towed vehicle.

From time to time as requested by the Key West Police Department, Alex's Towing will submit lists of vehicles towed under the authority of the Key West Police Department, describing the towed vehicles by make, model, year, VIN and license plate number.

Alex's Towing will ensure that all records for submission to the Key West Police Department are stored digitally, and will seek approval of the Key West Police Department of such system prior to the commencement of the term of the Agreement. All such records will be submitted to the Key West Police Department in a manner and format approved by the Key West Police Department.

Right to Cancel Service Call

Alex's Towing acknowledges that the City of Key West may cancel any request for towing services until the time the wrecker arrives on the scene by use of the police radio, and that such cancellation will be without charge to the City of Key West or the vehicle owner.

Compliance with Laws and Rules

Alex's Towing and its agents will comply with all applicable federal, state, and local laws, including Florida Statutes sections 316.530 and 323.002. Additionally, Alex's Towing will comply with all Rules of the Key West Police Department.

Breach of Agreement

If awarded the contract, Alex's Towing will not breach its Agreement with the City. However Alex's Towing understands that, in the event the City Manager determines there has been a breach, that the City Manager will notify Alex's Towing in writing specifying the manner of breach. In that event, Alex's Towing agrees to eliminate the condition considered to be a breach of the Agreement within a period of 7 days from notification of the breach. Alex's Towing understands that if it does not eliminate such condition, the City Manager may notify the City Commission and cause a hearing to be set within 15 days of notice to the City Commission. Alex's Towing accepts that the City Commission shall make a determination at the hearing whether there was a breach and that the City Commission shall direct the City's further action, up to and including termination of the Agreement. Alex's Towing accepts that remedial action of a character less than termination will not constitute a waiver by the City of further remedial action, entitlement to specific performance where legally applicable, or any other remedy available. Alex's Towing further accepts that the City may, as a result of such breach, recover from the case or surety bond any administrative costs as provided in the Agreement, and that the City's access to remedies described in the Agreement do not bar it from any remedy existing in law or at equity at the time of breach.

Misleading, Dishonest or Illegal Practices; Rudeness or Discourtesy

Alex's Towing agrees that its management and agents will not engage in any dishonest, misleading or illegal practices, or rudeness or discourtesy pursuant to its duties under the Agreement. Alex's Towing prides its self on the courtesy of its staff, and realizes that when acting pursuant to the Agreement that discourteous and rude actions will reflect upon the City. Pursuant to Alex's Towing's Company Policy and Safety Manual, all employees agree to act within the bounds of applicable law and are expected to operate in a safe and courteous manner at all times, treating customers, other employees, and members of the general public with respect and courtesy. Additionally, any driver who commits an act of dishonesty within the scope of employment will be immediately terminated without the possibility of rehire. Alex's Towing understands that in the case of an alleged violation or complaint relating to misleading, dishonest, or illegal practices, rudeness, or discourtesy, the City Manager will promptly notify Alex's Towing Company. If Alex's Towing does not provide a satisfactory written explanation within 72 hours of receiving notice, the violation will be considered sustained. Alex's Towing recognizes that 6 such sustained complaints in any 12 month period constitutes a breach of the Agreement.

Licenses

Alex's Towing represents that it currently possesses, and throughout the term of the Agreement, will continue to possess all applicable licenses required to carry out the duties set forth in the Agreement. Alex's Towing possesses licenses including, but not limited to: Monroe County Business License, State of Florida Motor Vehicle Repair Registration Certificate, City of Key West Business Tax Receipt, City of Key West Non-Consensual Private Tow Permit, City of Key West Tow Service (Rotation List) Permit, and State of Florida Certificate of Registration for Secondhand Dealers or Secondary Metal Recyclers. Alex's Towing's office and facility are not located within the City of Key West. Copies of applicable licensing documents are not required in response to the RFP, but Alex's Towing will provide all such licenses upon request.

Principals/Collusion

Alex's Towing declares that Christine Rodriguez, the undersigned, is the only person interested in Alex's Towing's proposal to the City of Key West, and that no person other than the undersigned has any interest in Alex's Towing's proposal to the City of Key West or in the contract that Alex's Towing seeks to enter into with the City of Key West. Alex's Towing's proposal to the City of Key West is made without connection to any person, companies or parties making a proposal. Alex's Towing's proposal is in all respects fair and in good faith without collusion or fraud.

Taxes

Alex's Towing acknowledges that the City of Key West is exempt from Federal Excise and Florida Sales Tax.

Relation to City

Alex's Towing agrees that, if awarded the Contract, it will be legally considered an independent company, and that neither Alex's Towing or its agents will be considered agents or employees of

the City of Key West. Alex's Towing agrees that the City of Key West will incur no liability arising from the negligence of Alex's Towing or its agents, whether such negligence results in bodily or personal injury, or property damage.

Termination

Alex's Towing accepts that if it is found to have failed to satisfactorily perform its duties under the Agreement, the City Commission may terminate the Agreement. Furthermore, Alex's Towing accepts that the City Commission may terminate the Agreement for convenience after the provision of 30 days written notice to Alex's Towing.

Liability

Alex's Towing accepts that its failure to perform the terms of the Agreement with the City of Key West due to causes beyond its control, including work stoppage, fires, civil disobedience, riots, rebellions, acts of nature and similar occurrences, will not result in any liability on the part of Alex's Towing.

Assignment

Alex's Towing agrees that if awarded the contract, it will not have the right or ability to transfer, assign, convey, or otherwise dispose of the contract or any rights, title or interest therein, or to transfer its power to enter into the contract to any person or entity without the prior written consent of the City of Key West. Alex's Towing accepts that the City Commission has sole discretion to determine whether such consent will be given.

Cone of Silence

Alex's Towing agrees that it has to this point complied with, and will continue to comply with, the requirements of City of Key West Ordinance Section 2-773, the Cone of Silence. Alex's Towing recognizes that its failure to abide by the terms of the Cone of Silence may serve as grounds for ineligibility for award of a contract with the City of Key West.

Equal Opportunity

Christine Rodriguez is the sole owner of Alex's Towing, and the company's participation in the bid process furthers the encouraged goal of participation by minority and women business enterprises.

Domestic Partnership

Alex's Towing has signed and will comply with the attached document in regards to City of Key West Ordinance 2-799.

Public Entity Crime

No individual affiliated with Alex's Towing has been placed on the convicted vendor list due to conviction of a public entity crime. Alex's Towing is in all respects able to submit bids to the City of Key West.

Conflict of Interest

Alex's Towing does not have any conflicts of interest in submitting this bid.

Prohibition of Gifts to City Employees

Alex's Towing has to this point complied with, and will continue to comply with, all applicable regulations concerning gifts of tangible and intangible items of value to employees of the City of Key West, including Florida Statutes Chapter 112, Part III, the City Ethics Ordinance and City Administrative Policy. Alex's Towing accepts that violation of such regulations can result in prohibition from contact with the City of Key West for a specified period of time, prohibition from doing business with the City for a specified period of time, and immediate termination of any contract entered into with the City of Key West.

Immigration Reform and Control Act

Alex's Towing complies with, and will continue to comply with the Immigration Reform and Control Act of 1986, and related regulations. Alex's Towing acknowledges that its failure to comply with such regulations constitutes a breach of the Agreement, and that in that event the City of Key West may unilaterally terminate the Agreement.

Compliance with RFP

Alex's Towing has complied with all requirements contained in the RFP.

Acknowledgment of Insurance Requirements

Alex's Towing recognizes that by signing the Insurance Requirements, it acknowledges that insurance requirements are included within the RFP conditions. Alex's Towing recognizes that compliance with the City of Key West's requirements may result in additional insurance costs, and warrants that it can bear any costs associated with compliance with the City of Key West's requirements. Alex's Towing acknowledges that if awarded the contract its obligations pursuant to the contract will not be limited in any way by the contract price or insurance protection amount. If the City of Key West so requests, Alex's Towing will provide evidence of the required insurance within 5 business days after notification that its bid has been accepted. Alex's Towing acknowledges that failure to comply with the City's request may result in cancellation of the award.

Acknowledgment of Bonding Requirements

Alex's Towing understands the bonding requirements contained within the RFP and, if awarded the contract, will post a cash or surety performance bond in the amount of \$5,000 prior to the commencement date of the Agreement. Alex's Towing acknowledges that such bond may be used by the City of Key West to defray the cost of making adequate arrangements for the removal of vehicles in the event Alex's Towing fails to provide all services required in the Agreement, or may be used by the City of Key West to defray costs due to default in the event Alex's Towing breaches the Agreement.



Tab IV – Required Form Submittals

**Alex's Auto Wrecking and Parts, Inc. Required Form Submittals Pursuant to
City of Key West Request for Proposals #01-14**

Please find within this tab the following completed forms, submitted by Alex's Auto Wrecking and Parts, Inc. ("Alex's Towing"):

- (1) Proposer Checklist
- (2) Conflict of Interest
- (3) Declaration Statement
- (4) Insurance Requirements
- (5) Cone of Silence
- (6) Equal Benefits for Domestic Partners
- (7) Local Vendor Certification
- (8) Anti-Kickback Affidavit
- (9) Indemnification Form
- (10) Public entity Crimes Affidavit
- (11) Addendum No. 1 to RFP #01-14
- (12) Addendum No. 2 to RFP #01-14
- (13) Addendum No. 3 to RFP #01-14

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 Signature Cristina Rodriguez and

Date 02/05/2014

Email alaxautowrecking@DADL.COM

Name Cristina Rodriguez
Title President

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.

Alex's Auto Wrecking & Parts, Inc.
Firm

Christine Rodriguez
Signature

02/05/2014
Date

Christine Rodriguez
Name Printed

President
Title of Person Signing Affidavit

State of Florida)
City of Key West)

SUBSCRIBED AND SWORN to before me this 5th day of Feb., 2014, by Christine Rodriguez, who is personally known to me to be the _____ for the Firm, OR who produced the following identification: DL

Madison Fallon

Notary Public



My Commission Expires: _____

Declaration Statement

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

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

Dear Mayor and Commissions:

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

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

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

(Proposal Continued on Next Page)

PROPOSAL CONTINUED

IN WITNESS WHEREOF, WE have hereunto subscribed our names on this 5th day of February, 2014 in the City of Key West, in the State of Florida.

Alex's Auto Wrecking + Parts, Inc.
Firm's Complete Legal Name

111 US Highway 1 #107
(Address)

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

Phone No. 305 296 4910

Fax No. 305 296 4912

Check one of the following:

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

By Christine Rodriguez
Typed and Written Signature

Title Christine Rodriguez President

ADDITIONAL CONTACT INFORMATION

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

Contact Name: _____ (Company Name used as Payee)

Title: _____ (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.

Alex's Auto Wrecking Parts Inc.
Proposer

[Signature]
Signature of Proposer

AMERICAN TRANSPORTATION INSURANCE GROUP
Insurance Agency

[Signature]
Signature of Proposer's Agent

CONE OF SILENCE

STATE OF FLORIDA

SS:

COUNTY OF MONROE

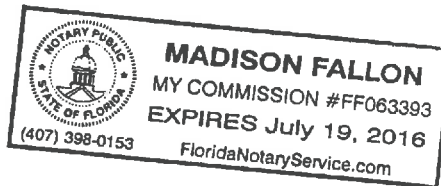
I the undersigned hereby duly sworn, depose and say that all owner(s), partners, officers, directors, employees and agents representing the firm of Alex's Auto Wrecking & Parts Inc. have read and understand the limitations and procedures regarding communications concerning City of Key West issued competitive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

BY: *Christie Davis*

sworn and prescribed before me this 5th day of Feb, 2013-2014

Madison Fallon
NOTARY PUBLIC, State of Florida

My commission expires:



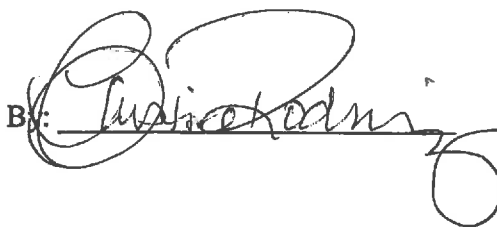
EQUAL BENEFITS FOR DOMESTIC PARTNERS AFFIDAVIT

STATE OF FLORIDA)

: SS

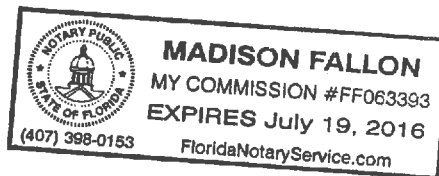
COUNTY OF Monroe)


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

By: 

Sworn and subscribed before me this

5th day of Feb., 2014




NOTARY PUBLIC, State of Florida at Large

My Commission Expires: _____

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

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

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

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

Business Name Alex's Auto Wrecking + Parts, Inc.

Phone: 305 296 4910

Current Local Address:
(P.O Box numbers may not be used to establish status)

Fax: 305 296 4912

111 US Highway 1 #107
Key West, FL 33040

Length of time at this address 9 years.

Christine Rodriguez
Signature of Authorized Representative

02-05-2014
Date

STATE OF Florida
COUNTY OF Monroe

The foregoing instrument was acknowledged before me this 5th day of Feb., 2014
By Christine Rodriguez, of Alex's Auto Wrecking
(Name of officer or agent, title of officer or agent) (Name of corporation acknowledging)
or has produced DL as identification
(type of identification)

Madison Fallon
Signature of Notary

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

Print, Type or Stamp Name of Notary

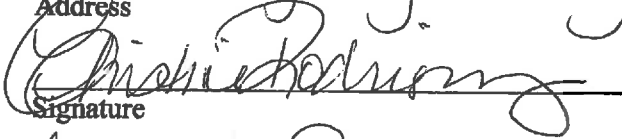
Title or Rank



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: Alex's Auto Wrecking & Parts Inc SEAL:
111 US Highway 1 #107 Key West, FL 33040
Address

Signature
Christine Rodriguez
Print Name
President
Title
02-05-2014
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. 01-14 for TOWING / WRECKING RFP

2. This sworn statement is submitted by Alex's Auto Wrecking & Parts Inc.
(Name of entity submitting sworn statement)
whose business address is 111 US Highway 1 #107
Key West, FL 33040 and (if applicable) its Federal
Employer Identification Number (FEIN) is 26-1264417 (If the entity has no FEIN,
include the Social Security Number of the individual signing this sworn statement.)

3. My name is Christine Rodriguez 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 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.)

Christine Rodriguez
(Signature)
02-05-2014
(Date)

STATE OF Florida

COUNTY OF monroe

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

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

space provided above on this 5th day of February, 2014

My commission expires:

Madison Fallon
NOTARY PUBLIC



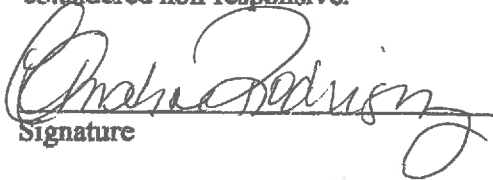
ADDENDUM NO. 1
RFP – 01-14 – WRECKING/TOWING SERVICES

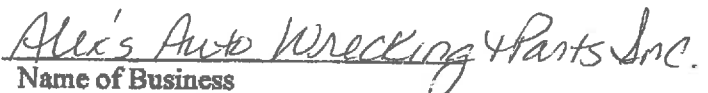
To All Bidders:

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

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

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


Signature


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-Propesal 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"

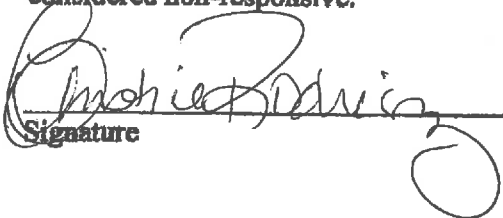
Replace

~~"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.


Signature

Alex's Auto Wrecking Parts, Inc.
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 5538 • KNOXVILLE, TENNESSEE 37928
STREET ADDRESS: 3021 TAZEWELL PIKE • KNOXVILLE, TENNESSEE 37918
865.686.4891 • Fax: 865.687.1732 • info@themcgovernlawfirm.com

Via e-mail only: 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 (i)(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?

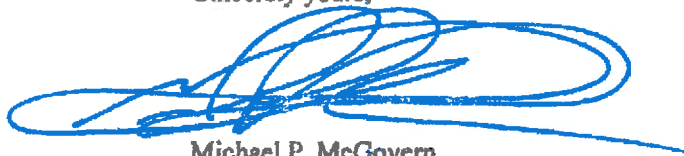
Donald Lee, Chief of Police
City of Key West Police Department
January 15, 2014
Page Three

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:rd

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.



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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



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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 PUBLIC SECTOR
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Select from Equipment List

Department:

009 000 00402 302	A	2005 FORD FORD 2005 FORD F150 R/UP
009 000 00411 307	A	2005 FORD FORD 2005 FORD F-150 R/UP
009 000 00429 361	A	2005 FORD FORD 2005 F-150 422 REG CAB
009 000 00470 360	A	2004 FORD FORD 2004 F-150 422 REG CAB
009 000 00491 319	A	2004 FORD FORD 2004 F-150 422 REG CAB
009 000 00585 3064	A	2007 FORD FORD 2007 FORD F150
009 000 00677 3083	A	2012 YAN YAN SCOOTER - 500A
010 010 00117 00003	A	2000 CHEV CHEV 2000 CHEVROLET G-2500 R/UP
010 010 00267 014	A	2002 FORD FORD 2002 FORD F-250 R/UP
010 010 00303 104	A	2004 FORD FORD 2004 FORD F250 CREW CAB
010 010 00322 204/109	A	1996 FORD FORD 1996 FORD CRANE TRUCK
010 010 00335 13/201	A	1993 CHEV CHEV 1993 CHEV 3500 VAN
010 010 00357 15/206	A	1995 FORD FORD 1995 FORD 2500D VAN DRIVE

Attachments
 7/15/15 a subselected list.

10/1

File Edit List Commands Help

Select from Equipment List

Department:

010 010 00308	30788	A	2599	CHEV	CHEV	1997	CHEV	1500	P/UP		
010 010 00341	30716	J	2001	CHEV	CHEV	2001	CHEV	8-10	P/UP		
010 010 00344	3074	A	2003	FORD	STRA	2003	WHEELER	WAC	TRUCK		
010 010 00371	323	A	2004	FORD	FORD	2004	FORD	RANGER	P/UP		
010 010 00499	401	A	2005	FORD	FORD	2005	ED	F150	4X2	REG	CAR
010 010 00500	412	A	2005	FORD	FORD	2005	ED	F150	4X2	REG	CAR
010 010 00501	019	A	2006	FORD	FORD	2006	ED	F150	4X2	REG	CAR
010 010 00503	415	A	2006	FORD	FORD	2006	ED	F150	4X2	REG	CAR
010 010 00521	447	A	2000	CAT	W/A	CATERPILLAR	630D	BACKHOE			
010 010 00570	2087	A	2007	CHEV	ISB	CHEV	SENIA	TV	TRUCK		
010 010 00600	2088	A	2007	ISC	STRA	2007	INTERNATIONAL	WAC	TRUCK		
010 010 00604	4029	A	2008	STX	STX	2008	STX	DUMP	TRUCK		
010 010 00606	3006	A	2008	FORD	FORD	2008	FORD	PC20	CRANE		

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Department:

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012 010 00102 2001	A	2012 F40 FORD F400 F150 HYBRID DUTY
012 010 00207 081	A	2006 F40 FORD F400 SUPERDUTY EXT CAB
012 030 00109 103	A	2001 F40 FORD 2001 FORD F-250 SUPER
012 030 00111 110	A	2000 C80 N/A 2000 CASE TRACTOR
012 030 00112 00404-0	A	2001 I60 N/A 2000 CASE TRACTOR
012 030 00112 00405-0	A	2000 I60 N/A 2000 CASE TRACTOR
012 030 00112 00406-0	A	2000 I60 N/A 2000 CASE TRACTOR
012 030 00206 7020	A	2002 F40 FORD 2002 FORD F-250 S/W
012 030 00209 752	A	2003 F40 FORD 2003 FORD F-250 S/W
012 030 00201 753	A	2002 F40 FORD 2002 FORD F250 S/W
012 030 00205 754	A	2003 F40 FORD 2003 FORD F-250 S/W
012 030 00206 120	A	2000 40A NISSAN 2000 NISSAN 7000 BONES
012 030 00202 743	A	2002 I60 CAT 2002 INTERNATIONAL 4300

- OK
- Cancel
- Help
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Attached

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File Edit List Database Help

Select from Equipment List

Department: Go%

012 010 00000 001	A	1980 F J/A CHEVY JOHN JR.
012 030 00300 7307	A	2000 HIL HIL 2000 SKIDSTEER LAWN TRACTOR
012 040 00400 740	A	2000 F40 FORD 2000 FORD 2500 TAN
012 030 00413 740 1	A	1970 F40 F40 KODIAK TRACTOR
012 020 00420 764	A	2005 F40 FORD F-150 422 2005 CAB XL 6R
022 020 00422 764	A	2005 F40 FORD F-150 422 2005 CAB XL 6R
012 030 00474 762	A	2005 F40 FORD 2005 F-150 422 2005 CAB XL
012 020 00490 728	A	2006 F40 FORD 2006 SD F-250 422SUPERDUTY
012 020 00490 724	A	2006 F40 FORD 2006 SD F-250 422SUPERDUTY
012 020 00513 744	A	2006 F40 FORD FORD F150 42 422 SUPERDUTY
012 030 00567 7030	A	2007 F40 F40 KODIAK 424 LOADR
012 030 00587 7048	A	2007 F40 FORD JUBY FORD F150
012 040 00600 7092	A	2008 F40 FORD 2008 FORD F400 F150 307

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Page of 1000

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Select from Equipment List

Department:

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012 030 00610 0400 1	A	2007	DOB	GAZ	JD GAZOP T2
012 030 00611 0400 1	A	2017	DOB	AWV	GAZOP
012 030 00636 139	A	2006	GRV	MCW	GRAVELY 260 S
012 030 00439 7103	A	2010	ST	SDS	BULLDOG
012 030 00440 7103	A	2010	BAC	STC	DELLIVY CHALIN
012 030 00441 136	A	2006	RED	MCW	WOCOVEMA
012 030 00440 140	A	2011	ORA	MCW	GRAVELY JNC MASTER 260
012 030 00483 7106	A	2010	MY	DOB	BULLDOG
012 030 00746 7100	A	2012	SD	DOB	YORO FIREWATER
012 030 00480 001	A	2006	FED	FORD	2006 FORDWAP VAN
013 030 00516 901	A	2006	FED	FORD	FORD ESCAPE 2.0
019 005 00417 978	A	2005	FED	FORD	2005 FORD ESCAPE 2.0
019 005 00593 0066	A	2009	FED	FORD	2009 FORD ESCAPE

- OK
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- Print

Attached

Submitted list

File Edit List Comments Help

Select from Equipment List

Department:

019 000 00770 7303	A	2013 SUV SUV	FORDS C
019 000 00770 7301	A	2013 SUV SUV	FORDS C
019 000 00771 7302	A	2013 SUV SUV	FORDS C
019 000 00728 7303	A	2013 SUV SUV	FORDS C
019 000 00770 70-301	A	2014 VAN VAN	FACILITY MAINTENANCE
019 000 00770 7001	A	2013 DEB CAR	FACILITY MAINTENANCE
019 000 00770 7002	A	2013 DEB CAR	FACILITY MAINTENANCE
019 000 00742 7002	A	2013 DEB CAR	FACILITY MAINTENANCE
019 000 00742 7001	A	2013 SUV SUV	FACILITY MAINTENANCE
019 000 00744 7001	A	2011 SUV SUV	FACILITY MAINTENANCE
019 000 00744 7002	A	2014 SUV SUV	FACILITY MAINTENANCE
019 000 00147 7001	A	1999 OH OH	1999 OH C-6500 OHV TRK
019 000 00147 7002	A	1997 SUV SUV	1997 SUV SUV

OK

Cancel

Attached

This is a submitted list.

100

Select from Equipment List

Department:

0

Go To

019 005 00424 762	A	2006 FORD FORD F-250 4X2 REG SUPERCA
019 005 00471 780	A	2006 FORD FORD 2006 ESCAPE ED EXT VAN
019 005 00472 761	A	2006 FORD FORD 2006 ESCAPE ED EXT VAN
019 005 00493 779	A	2006 FORD FORD 2006 SO F-250 4X2 SUPERCA
019 005 00496 719	A	2006 FORD FORD 2006 FORD ECONOLINE VAN
019 005 00500 00005	A	2006 FORD FORD FORD F150 W4 4X2 SUPERCA
019 005 00511 777	A	2006 FORD FORD FORD F150 W4 4X2 SUPERCA
019 005 00521 7095	A	2006 FORD FORD FORD F250 CRANE BOOM EXT
019 005 00576 7107	A	2006 FORD FORD FORD F250 CRANE BOOM EXT
019 005 00590 877	A	2006 FORD FORD FORD F250 CRANE BOOM EXT
019 005 00597 871	A	2006 FORD FORD FORD F-250 4X2 REG CAP
019 005 00601 000	A	2006 FORD FORD 2006 SO F250 4X2 CRAN CAP
019 005 00622 0000A	A	2006 FORD FORD 2006 SUPERCA 000000A

- OK
- Cancel
- Abort
- Destroy

Attached

This is a subject list.

File Edit List Comments Help

SELECT

Select from Equipment List

Department:

019 060 00070 FACERET	A	2014 FWD FORD INTERNA RIDE COOPER
019 060 00007 208	A	1997 GM ONLY 1997 CHEVROLET 9-10 9/10
019 060 00151 7917	A	2000 CHE N/A 2000 CASE 2000A
019 060 00184 79088	A	2000 CHE N/A 2000 INTRA/ASCO AIR/COOP
019 019 00150 791	A	1997 CHE N/A 1997 CASE 590 PARTS 2
019 060 00150 791	A	1998 CHE N/A 1998 SCMA GENERATOR
019 060 00280 787	A	2001 FWD FORD 2001 FORD HOODLIGHT VAN
019 060 00276 127	A	2000 CHE N/A SHAWEN SHAWEN 280
019 060 00286 781	A	2002 FWD N/A 2002 BOONAT 280 STRO
019 060 00289 782	A	2004 FWD FWD HYDROK SPREADING TRACTR
019 060 00284 784	A	1990 CHE CHE SHAWEN SHAWEN 280
019 060 00211 781-1	A	1999 CHE N/A 1999 WATER BRAKER
019 060 00314 788	A	2004 CHE N/A 2004 FISH PRACAN

OK

Cancel

Attached

This is a subsetted list.

001

File Edit List Commands Help

Select from Equipment List

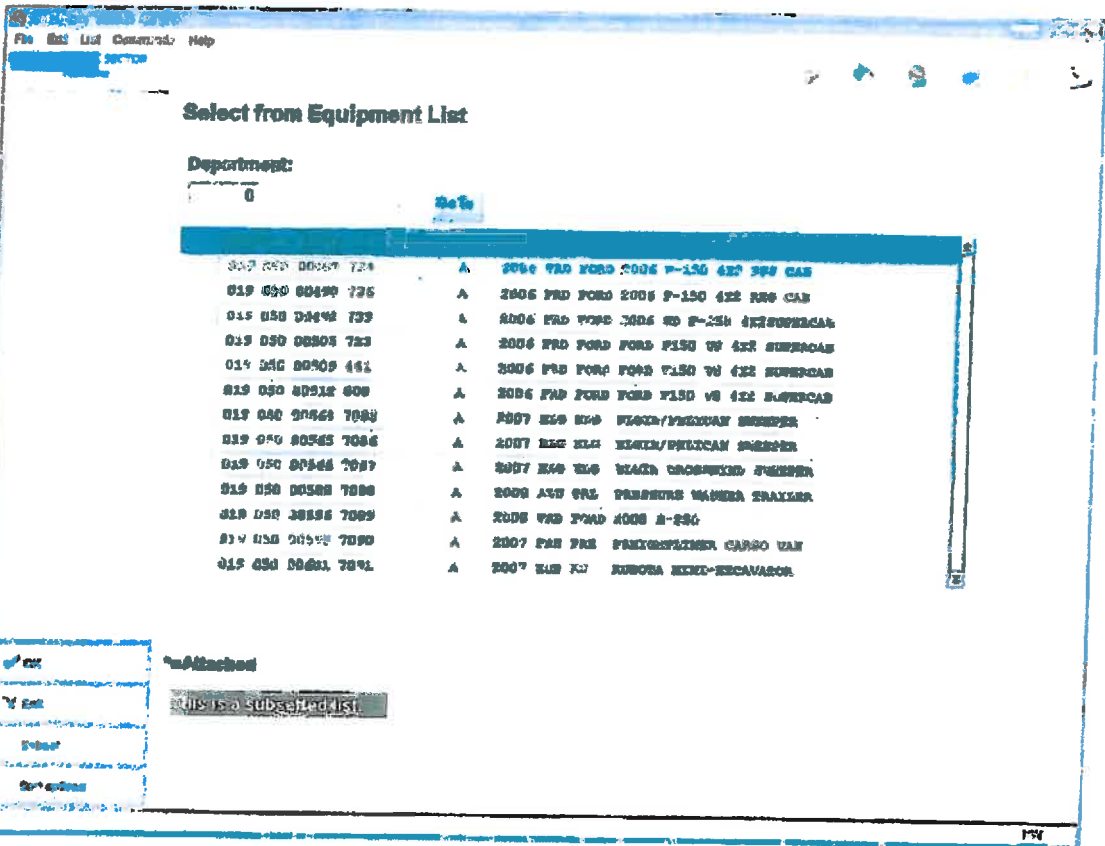
Department:

019 050 00315 703	A	2004 FORD FORD 2004 FORD F250 SUPERDUTY
019 050 00316 703	A	2004 FORD FORD 2004 FORD F250 SUPERDUTY
019 050 00317 707	A	2004 FORD FORD 2004 FORD F250 SUPERDUTY
019 050 00318 714	A	2004 FORD FORD 2004 FORD F250 SUPERDUTY
019 050 00320 726	A	2004 FORD FORD 2004 FORD F250 SUPERDUTY
019 050 00340 808CAZ	A	2000 BOB CAT 808CAZ FRONT END LOADER
019 050 00349 761B	A	1999 CAT 761B CASE FRONT END LOADER
019 050 00360 806	A	2001 CAT 806 2001 COMPACTOR TRAILER
019 050 00366 716	A	2003 JCB 716 2003 JCB CRIB
019 050 00368 760	A	2005 FORD FORD 2005 FORD F250 SUPERDUTY
019 050 00369 703	A	2005 FORD FORD 2005 FORD F250 SUPERDUTY
019 050 00374 729	A	2005 FORD FORD 2005 F-150 4X2 REG CAB XL
019 050 00381 705	A	2006 FORD FORD 2006 FORD F250 SUPERDUTY

*=Attached

This is a subselected list.

Print
 Yes
 Select
 Select All



Select from Equipment List

Department:

0 Go To

017 050 00209 724	A	2006 FORD FORD 2006 F-150 4X2 390 CAR
019 050 00499 736	A	2006 FORD FORD 2006 F-150 4X2 390 CAR
015 050 00498 739	A	2006 FORD FORD 2006 HD F-250 4X4/SUPERCAD
015 050 00303 783	A	2006 FORD FORD FORD F150 V6 4X2 SUPERCAD
015 050 00509 461	A	2006 FORD FORD FORD F150 V6 4X2 SUPERCAD
019 050 00512 600	A	2006 FORD FORD FORD F150 V6 4X2 SUPERCAD
017 040 00565 7080	A	2007 H&H H&H F150X/PREZUM SUPERSE
019 040 00565 7086	A	2007 H&H H&H H&H/PREZUM SUPERSE
019 050 00565 7087	A	2007 H&H H&H H&H CROSSBRED SUPERSE
019 050 00588 7080	A	2006 J&J J&J PRESSURE WASHING TRAILER
019 050 00588 7089	A	2006 J&J J&J 2006 H-250
019 050 00592 7090	A	2007 F&S F&S F&S/PREZUM CARGO VAN
019 050 00601 7091	A	2007 H&H H&H H&H EXCAVATOR

Print
View
Refresh
Close

Subscribed List

Select from Equipment List

Department:

0

0-7

019 050 00634	CASH TRUCK	A	2004	AM	CASH TRUCK
019 050 00635	7181	A	2008	SPR	ALL COMPRESSOR - FOR REFR
019 050 00733	785	A	2013	FWD	FORD FORD F250 SUPER BODY
019 050 00734	7802	A	2016	FWD	FORD FORD F250 CREW CAB
019 050 00734	7803	A	2016	FWD	FORD FORD F250 CREW CAB
019 050 00734	7804	A	2016	FWD	FORD FORD F250 CREW CAB
021 007 00125	440	A	1994	FWD	FORD F-150 (OLD) - DEERHORN
021 008 00407	0087	A	2005	FWD	FORD F-250 SPECIAL - DEERHORN
021 008 00431	5025	A	2005	4W	CHEV IMPALA - PARKER
021 008 00432	5026	A	2005	4W	CHEV IMPALA - PARKER
021 008 00436	5030	A	2005	4W	CHEV IMPALA - PARKER
021 008 00442	5033	A	2006	FWD	FORD F250 CREW CAB - DEERHORN
021 008 00485	5071	A	2006	FWD	KOON K350 CARGO VAN - GENERAL

Print
X Exit
Refresh
Sort/Filter

Refreshed

This is a subsetted list.

Select from Equipment List

Department:

0

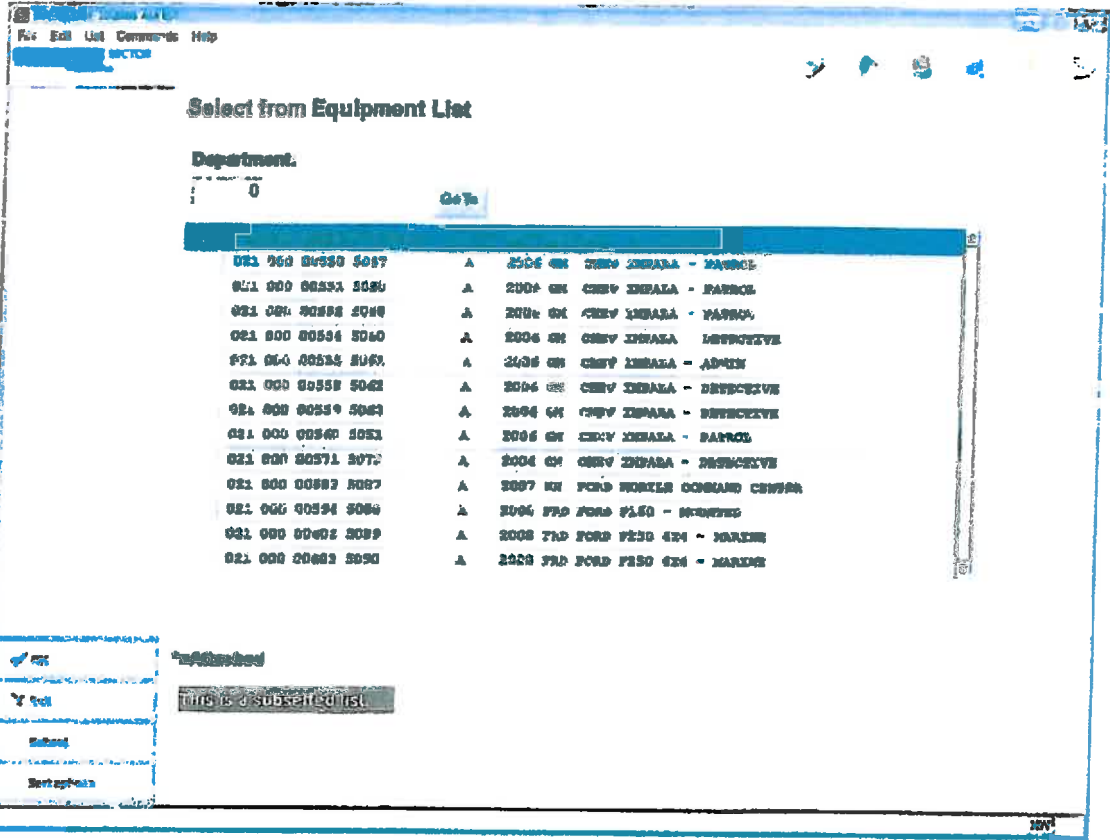
Go To

021 000 00532 3070	C	2006 FORD FORD INSPECTOR - DETROIT
021 000 00533 3066	A	2006 FORD FORD F250 UTILITY BODY - CHEV
021 000 00534 3069	A	2006 FORD FORD F250 CARGO VAN - GENERAL
021 000 00535 3066	A	2006 FORD FORD F250 CARGO VAN - GENERAL
021 000 00537 3053	A	2006 FORD FORD INSPECTOR - SP UNIT
021 000 00538 3034	A	2006 FORD FORD INSPECTOR - AMPLI
021 000 00540 3035	A	2006 FORD FORD INSPECTOR - DETROIT
021 000 00541 3066	A	2006 FORD FORD PASSENGER VAN - GENERAL
021 000 00542 3038	A	2006 GM CHEV IMPALA - DETROIT
021 000 00543 3037	A	2006 GM CHEV IMPALA - DETROIT
021 000 00547 3069	A	2006 FORD FORD F250 CARGO VAN - MARINE
021 000 00548 3039	A	2006 GM CHEV IMPALA - DETROIT
021 000 00549 3036	A	2006 GM CHEV IMPALA - PATROL

- OK
- Cancel
- Select
- Cancel

Attached

This is a subsetted list.



File Edit View Database Help

Select from Equipment List

Department:

001 000 00419 5101	A	2000 FWD FORD CROWN VICTORIA - PATROL
001 000 00418 5102	A	2000 FWD FORD CROWN VICTORIA - PATROL
001 000 00417 5103	A	2000 FWD FORD CROWN VICTORIA - PATROL
001 000 00416 5104	A	2000 FWD FORD CROWN VICTORIA - PATROL
001 000 00415 5105	A	2000 FWD FORD CROWN VICTORIA - PATROL
001 000 00414 5106	A	2000 FWD FORD CROWN VICTORIA - PATROL
001 000 00413 5107	A	2000 FWD FORD CROWN VICTORIA - PATROL
001 000 00412 5108	A	2000 FWD FORD CROWN VICTORIA - PATROL
001 000 00411 5109	A	2000 FWD FORD CROWN VICTORIA - PATROL
001 000 00410 5110	A	2000 FWD FORD CROWN VICTORIA - PATROL
001 000 00409 5111	A	2000 FWD FORD CROWN VICTORIA - PATROL
001 000 00408 5112	A	2000 FWD FORD CROWN VICTORIA - PATROL
001 000 00407 5113	A	2000 FWD FORD CROWN VICTORIA - PATROL

All
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 Report
 Show options

Attached

This is a subsetted list.

File Edit List Comments Help

Select from Equipment List

Department: 0

021 000 00660 5191	A	2000 FORD LIMO SAVANNAH - BARROO
021 000 00660 5190	A	2011 FORD FORD CROWN VICTORIA - BARROO
021 000 00661 5131	A	2011 FORD FORD CROWN VICTORIA - BARROO
021 000 00660 5192	A	2011 VAD FORD CROWN VICTORIA - BARROO
021 000 00662 5133	A	2011 FORD FORD CROWN VICTORIA - BARROO
021 000 00661 5134	A	2012 FORD FORD CROWN VICTORIA - BARROO
021 000 00663 5135	A	2011 FORD FORD CROWN VICTORIA - BARROO
021 000 00664 5137	A	2011 GM CHEV CHEVROLET PARO - RS
021 000 00667 5138	A	2011 GM CHEV CHEVROLET PARO - RS
021 000 00668 5136	A	2011 FORD FORD CROWN VICTORIA - BARROO
021 000 00669 5137	A	2011 FORD FORD CROWN VICTORIA - BARROO
021 000 00670 5139	A	2011 FORD FORD CROWN VICTORIA - BARROO
021 000 00671 5139	A	2011 FORD FORD CROWN VICTORIA - BARROO

OK
 X Cancel
 Select
 For options

This is a subselted list

File Edit List Geographic Help

SELECTOR

Select from Equipment List

Department:

021 000 00000 5143	A	2011 FORD FORD GREAT VICTORIA - BARCEL
021 000 00000 5144	A	2011 FORD FORD GREAT VICTORIA - BARCEL
021 000 00000 5145	A	2011 FORD FORD GREAT VICTORIA - BARCEL
021 000 00001 5146	A	2012 FORD FORD INTERCEPTOR - BARCEL
021 000 00001 5147	A	2012 FORD FORD INTERCEPTOR - BARCEL
021 000 00002 5148	A	2012 FORD FORD INTERCEPTOR - BARCEL
021 000 00003 5149	A	2012 FORD FORD INTERCEPTOR - BARCEL
021 000 00004 5150	A	2012 FORD FORD INTERCEPTOR - BARCEL
021 000 00005 5151	A	2012 FORD FORD INTERCEPTOR - BARCEL
021 000 00006 5152	A	2012 FORD FORD INTERCEPTOR - BARCEL
021 000 00007 5153	A	2012 FORD FORD INTERCEPTOR - BARCEL
021 000 00008 5154	A	2012 FORD FORD INTERCEPTOR - BARCEL
021 000 00009 5155	A	2012 FORD FORD INTERCEPTOR - BARCEL

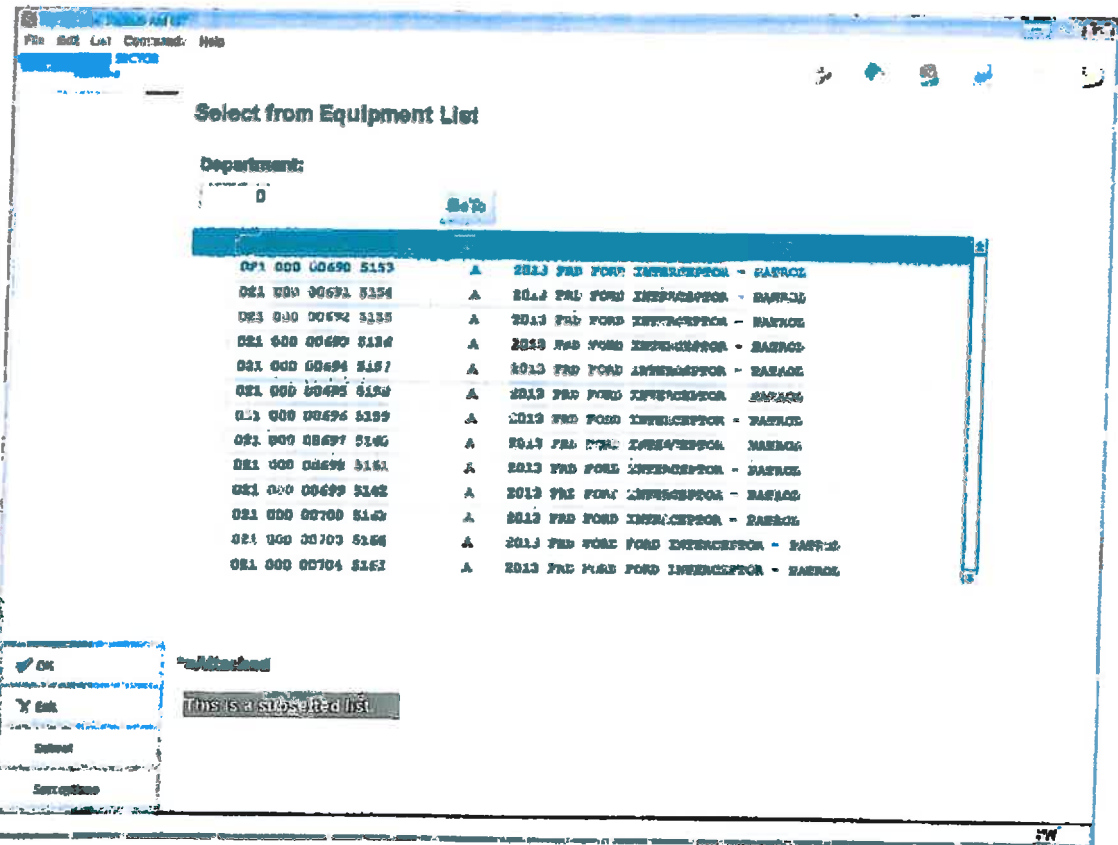
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10/1



Select from Equipment List

Department:

0

Go To

001 000 00690 5153	A	2013 FORD FORD INTERCEPTOR - PATROL
001 000 00691 5154	A	2013 FORD FORD INTERCEPTOR - PATROL
001 000 00692 5155	A	2013 FORD FORD INTERCEPTOR - PATROL
001 000 00693 5156	A	2013 FORD FORD INTERCEPTOR - PATROL
001 000 00694 5157	A	2013 FORD FORD INTERCEPTOR - PATROL
001 000 00695 5158	A	2013 FORD FORD INTERCEPTOR - PATROL
001 000 00696 5159	A	2013 FORD FORD INTERCEPTOR - PATROL
001 000 00697 5160	A	2013 FORD FORD INTERCEPTOR - PATROL
001 000 00698 5161	A	2013 FORD FORD INTERCEPTOR - PATROL
001 000 00699 5162	A	2013 FORD FORD INTERCEPTOR - PATROL
001 000 00700 5163	A	2013 FORD FORD INTERCEPTOR - PATROL
001 000 00701 5164	A	2013 FORD FORD INTERCEPTOR - PATROL
001 000 00702 5165	A	2013 FORD FORD INTERCEPTOR - PATROL

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This is a subtitled list.

10:34 AM '17
 File Edit List Commands Help
 MACTOP

Select from Equipment List

Department:
 0

021 000 00705 5148	A	2013 F4C FORD FORD INTERCEPTOR - PATROL
021 000 00706 5167	A	2013 F4D FORD FORD INTERCEPTOR - PATROL
021 000 00707 5148	A	2013 F4C FORD FORD INTERCEPTOR - PATROL
021 000 00709 5169	A	2013 F4C FORD FORD INTERCEPTOR - PATROL
021 000 00709 5170	A	2013 F4D FORD FORD INTERCEPTOR - PATROL
021 000 00711 5172	A	2013 F4D FORD FORD INTERCEPTOR - PATROL
021 000 00712 5173	A	2013 F4D FORD FORD INTERCEPTOR - PATROL
021 000 00713 5174	A	2013 F4D FORD FORD INTERCEPTOR - PATROL
021 000 00716 5175	A	2013 F4C FORD INTERCEPTOR 4U7 - PATROL
021 000 00716 5176	A	2013 F4D FORD INTERCEPTOR SUV - PATROL
021 000 00717 5177	A	2013 F4D FORD INTERCEPTOR - UNARMED
021 000 00718 5178	A	2013 F4D FORD INTERCEPTOR - UNARMED
021 000 00719 5179	A	2013 F4D FORD INTERCEPTOR - UNARMED

OK Cancel

OK Cancel

This is a subsetted list.

10:34 AM '17

File Edit View Database Help

Select from Equipment List

Department:

021 000 00700 5100	A	2013 FORD FORD INTERCEPTOR - UNARMED
021 000 00701 5101	A	2013 FORD FORD INTERCEPTOR - UNARMED
021 000 00702 5102	A	2013 FORD FORD INTERCEPTOR - UNARMED
021 000 00704 5103	A	2013 FORD FORD INTERCEPTOR - UNARMED
021 000 00705 5104	A	2013 FORD FORD INTERCEPTOR - UNARMED
021 000 00706 5105	A	2013 FORD FORD INTERCEPTOR - UNARMED
021 000 00707 5106	A	2013 FORD FORD INTERCEPTOR - UNARMED
022 000 00126 B-1	A	1997 FORD FORD 1997 FORD F-150 PICKUP
022 000 00128 B-2	A	2000 GMC W/A 2000 PIERCE PUFFER TANKER
022 000 00540 B-3	A	2004 GMC PTRA 2004 PIERCE PUFFER TANKER
022 000 00341 444	A	2002 GMC CAL 2002 SAAB CARGO TRAILER
022 000 00343 444	A	2002 MC W/A 2002 SAAB CARGO TRAILER
022 000 00370 F1-201	A	2003 COM 710 2003 COMMERCIAL TRAILER

CC

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OK to Proceed

*Attached

This is a subsetting list.

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File Edit View Control Help

Select from Equipment List

Department:

020 000 00415 439	A	2006 FORD FORD FORD FORD F-150 4/CAB 4/U
020 000 00493 4034	A	2004 FORD FORD FORD FORD F250 422 CREW CAB
020 000 00515 761	A	2004 FORD FORD FORD F150 08 122 SUPERDUTY
020 000 00543 1801	A	2007 FORD FORD 07 FORD ESCAPE 42A
020 000 00568 2-1	A	2007 GMC VIKR INTERNATIONAL ALPACA 0000
020 000 00590 4030	A	2007 FORD FORD FORD F150
020 000 00594 2-1A	A	2006 GMC VIKR STERCH SAVANNA/VIKR STERCH
020 000 00597 4034	A	2006 FORD FORD F150 FORD F-150
020 000 00600 0-9	A	2004 GMC VIKR STERCH VIKR STERCH
020 000 00652 2-5	A	2010 GMC VIKR 2010 BIRCH VELOCITY 000
020 000 00710 0-6	A	2010 GMC VIKR VIKR 00000
020 000 00720 000	A	2007 GMC VIKR BIRCH 1
020 000 00730 4035	A	2012 CHEV CHEV QUADRA-CAB STAKE

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File Edit View Command Help

Select from Equipment List

Department: 0

024 010 00204 314	A	2003 F40 FORD 2003 FORD F 150 2/03
024 010 00210 320	A	2002 F40 FORD 2002 FORD F-150 2/02
024 010 00407 323	A	2002 F40 FORD 2002 FORD F150 2/02
024 010 00504 3043	A	2007 F40 FORD 2007 FORD F150
024 010 00589 3065	A	2007 F40 FORD 2007 F-150 PICK UP
024 010 00592 3065A	A	2007 F40 FORD 2007 FORD F150 PICKUP
024 010 00678 375	A	2003 F40 FORD 2003 FORD F150
024 010 00159 774	A	1999 GM 1999 CHEVROLET S-10 2/99
024 010 00689 E-001	A	2006 F40 FORD 2006 F-150 4X2 3.5L 2006
024 010 00685 778	A	2006 F40 FORD 2006 FORD F150 4X2 SUPERDUTY
024 010 00711 381	A	2003 F40 FORD 2003 FORD F 150 2/03
024 010 00486 384	A	2003 F40 FORD 2003 F-150 4X2 REG CAR
024 010 00497 38404	A	2006 F40 FORD 2006 FORD F150 4X2 REG CAR

OK

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Help

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10/1

All Selected Unselected Deleted Archived Hidden Deleted Archived Hidden

File Edit View Command Window Help

Select from Equipment List

Department:

035 001 00430 0000	A	2002 FORD FORD 2002 IN FORD 4DR 200 CAB
043 002 00372 2990	A	2002 CHEV FLD 2002 CONFIDENTIAL TRAILER
053 001 00470 234	A	2002 FORD FORD 2002 F-150 4DR SUPERDUTY
049 002 00475 301	A	2002 FORD FORD 2002 F-150 4DR 200 CAB
043 007 00583 2007	A	2001 FORD FORD 2001 FORD WILD SUPER CAB
044 004 00163 742	A	2000 CHEV CHEV 2000 CHEVROLET CAVALIER
046 004 00371 715	A	2004 CHEV CHEV CHEVROLET COBALT 4DR
044 004 00582 713	A	2004 CHEV CHEV CHEVROLET COBALT 4DR
044 004 00582 715	A	2004 CHEV CHEV CHEVROLET COBALT 4DR
044 004 00580 717	A	2004 CHEV CHEV CHEVROLET COBALT 4DR
044 044 00371 710	A	2004 CHEV CHEV CHEVROLET COBALT 4DR
044 004 00701 722	A	2011 FORD FORD FORD F-150 200 CAB
075 004 00381 202	A	2004 FORD FORD 2004 FORD FORD 3/4TR

Refresh Refresh Refresh

This is a sublisted list.

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File Edit View Commands Help

Select from Equipment List

Department:

075 004 00000 000	A	2005 FORD FORD 2005 F 150 4X2 REG CAR
075 004 00004 000	A	2007 YAM 2007 YAMAHA 4-COVER
075 004 00004 200	A	2004 CHE 2004 CHEV CAR
075 004 00005 201	A	2004 CHE 2004 CHEV CAR
075 004 00006 202	A	2004 CHE 2004 CHEV CAR
075 004 00007 203	A	2004 CHE 2004 CHEV CAR
075 004 00008 204	A	2004 CHE 2004 CHEV CAR
075 004 00009 205	A	2004 CHE 2004 CHEV CAR
075 004 00010 206	A	2004 CHE 2004 CHEV CAR
075 004 00011 207	A	2004 CHE 2004 CHEV CAR
075 004 00012 208	A	2004 CHE 2004 CHEV CAR
075 004 00013 209	A	2004 CHE 2004 CHEV CAR
075 004 00014 210	A	2004 CHE 2004 CHEV CAR
075 004 00015 211	A	2004 CHE 2004 CHEV CAR
075 004 00016 212	A	2004 CHE 2004 CHEV CAR
075 004 00017 213	A	2004 CHE 2004 CHEV CAR
075 004 00018 214	A	2004 CHE 2004 CHEV CAR
075 004 00019 215	A	2004 CHE 2004 CHEV CAR
075 004 00020 216	A	2004 CHE 2004 CHEV CAR
075 004 00021 217	A	2004 CHE 2004 CHEV CAR
075 004 00022 218	A	2004 CHE 2004 CHEV CAR
075 004 00023 219	A	2004 CHE 2004 CHEV CAR
075 004 00024 220	A	2004 CHE 2004 CHEV CAR
075 004 00025 221	A	2004 CHE 2004 CHEV CAR
075 004 00026 222	A	2004 CHE 2004 CHEV CAR
075 004 00027 223	A	2004 CHE 2004 CHEV CAR
075 004 00028 224	A	2004 CHE 2004 CHEV CAR
075 004 00029 225	A	2004 CHE 2004 CHEV CAR
075 004 00030 226	A	2004 CHE 2004 CHEV CAR
075 004 00031 227	A	2004 CHE 2004 CHEV CAR
075 004 00032 228	A	2004 CHE 2004 CHEV CAR
075 004 00033 229	A	2004 CHE 2004 CHEV CAR
075 004 00034 230	A	2004 CHE 2004 CHEV CAR
075 004 00035 231	A	2004 CHE 2004 CHEV CAR
075 004 00036 232	A	2004 CHE 2004 CHEV CAR
075 004 00037 233	A	2004 CHE 2004 CHEV CAR
075 004 00038 234	A	2004 CHE 2004 CHEV CAR
075 004 00039 235	A	2004 CHE 2004 CHEV CAR
075 004 00040 236	A	2004 CHE 2004 CHEV CAR
075 004 00041 237	A	2004 CHE 2004 CHEV CAR
075 004 00042 238	A	2004 CHE 2004 CHEV CAR
075 004 00043 239	A	2004 CHE 2004 CHEV CAR
075 004 00044 240	A	2004 CHE 2004 CHEV CAR
075 004 00045 241	A	2004 CHE 2004 CHEV CAR
075 004 00046 242	A	2004 CHE 2004 CHEV CAR
075 004 00047 243	A	2004 CHE 2004 CHEV CAR
075 004 00048 244	A	2004 CHE 2004 CHEV CAR
075 004 00049 245	A	2004 CHE 2004 CHEV CAR
075 004 00050 246	A	2004 CHE 2004 CHEV CAR
075 004 00051 247	A	2004 CHE 2004 CHEV CAR
075 004 00052 248	A	2004 CHE 2004 CHEV CAR
075 004 00053 249	A	2004 CHE 2004 CHEV CAR
075 004 00054 250	A	2004 CHE 2004 CHEV CAR
075 004 00055 251	A	2004 CHE 2004 CHEV CAR
075 004 00056 252	A	2004 CHE 2004 CHEV CAR
075 004 00057 253	A	2004 CHE 2004 CHEV CAR
075 004 00058 254	A	2004 CHE 2004 CHEV CAR
075 004 00059 255	A	2004 CHE 2004 CHEV CAR
075 004 00060 256	A	2004 CHE 2004 CHEV CAR
075 004 00061 257	A	2004 CHE 2004 CHEV CAR
075 004 00062 258	A	2004 CHE 2004 CHEV CAR
075 004 00063 259	A	2004 CHE 2004 CHEV CAR
075 004 00064 260	A	2004 CHE 2004 CHEV CAR
075 004 00065 261	A	2004 CHE 2004 CHEV CAR
075 004 00066 262	A	2004 CHE 2004 CHEV CAR
075 004 00067 263	A	2004 CHE 2004 CHEV CAR
075 004 00068 264	A	2004 CHE 2004 CHEV CAR
075 004 00069 265	A	2004 CHE 2004 CHEV CAR
075 004 00070 266	A	2004 CHE 2004 CHEV CAR
075 004 00071 267	A	2004 CHE 2004 CHEV CAR
075 004 00072 268	A	2004 CHE 2004 CHEV CAR
075 004 00073 269	A	2004 CHE 2004 CHEV CAR
075 004 00074 270	A	2004 CHE 2004 CHEV CAR
075 004 00075 271	A	2004 CHE 2004 CHEV CAR
075 004 00076 272	A	2004 CHE 2004 CHEV CAR
075 004 00077 273	A	2004 CHE 2004 CHEV CAR
075 004 00078 274	A	2004 CHE 2004 CHEV CAR
075 004 00079 275	A	2004 CHE 2004 CHEV CAR
075 004 00080 276	A	2004 CHE 2004 CHEV CAR
075 004 00081 277	A	2004 CHE 2004 CHEV CAR
075 004 00082 278	A	2004 CHE 2004 CHEV CAR
075 004 00083 279	A	2004 CHE 2004 CHEV CAR
075 004 00084 280	A	2004 CHE 2004 CHEV CAR
075 004 00085 281	A	2004 CHE 2004 CHEV CAR
075 004 00086 282	A	2004 CHE 2004 CHEV CAR
075 004 00087 283	A	2004 CHE 2004 CHEV CAR
075 004 00088 284	A	2004 CHE 2004 CHEV CAR
075 004 00089 285	A	2004 CHE 2004 CHEV CAR
075 004 00090 286	A	2004 CHE 2004 CHEV CAR
075 004 00091 287	A	2004 CHE 2004 CHEV CAR
075 004 00092 288	A	2004 CHE 2004 CHEV CAR
075 004 00093 289	A	2004 CHE 2004 CHEV CAR
075 004 00094 290	A	2004 CHE 2004 CHEV CAR
075 004 00095 291	A	2004 CHE 2004 CHEV CAR
075 004 00096 292	A	2004 CHE 2004 CHEV CAR
075 004 00097 293	A	2004 CHE 2004 CHEV CAR
075 004 00098 294	A	2004 CHE 2004 CHEV CAR
075 004 00099 295	A	2004 CHE 2004 CHEV CAR
075 004 00100 296	A	2004 CHE 2004 CHEV CAR
075 004 00101 297	A	2004 CHE 2004 CHEV CAR
075 004 00102 298	A	2004 CHE 2004 CHEV CAR
075 004 00103 299	A	2004 CHE 2004 CHEV CAR
075 004 00104 300	A	2004 CHE 2004 CHEV CAR

Attached

This is a submitted list.

File Edit View Commands Help

File Edit View Help

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SELECT

Select from Equipment List

Department:

075 092 00010 001	A	2004 FWD FORD FORD ESCAPE SUV
075 092 00011 001	A	2004 FWD FORD FORD F150
411 440 00012 001	A	2001 GLE GLE 2001 ESCAPE SUV
411 440 00013 001	A	2001 GLE GLE 2001 ESCAPE SUV
411 440 00014 001	A	2001 GLE GLE 2001 ESCAPE SUV
411 440 00015 001	A	2001 GLE GLE 2001 ESCAPE SUV
411 440 00016 001	A	2001 GLE GLE 2001 ESCAPE SUV
411 440 00017 001	A	2001 GLE GLE 2001 ESCAPE SUV
411 440 00018 001	A	2001 GLE GLE 2001 ESCAPE SUV
411 440 00019 001	A	2001 GLE GLE 2001 ESCAPE SUV
411 440 00020 001	A	2001 GLE GLE 2001 ESCAPE SUV
411 440 00021 001	A	2001 GLE GLE 2001 ESCAPE SUV
411 440 00022 001	A	2001 GLE GLE 2001 ESCAPE SUV
411 440 00023 001	A	2001 GLE GLE 2001 ESCAPE SUV
411 440 00024 001	A	2001 GLE GLE 2001 ESCAPE SUV
411 440 00025 001	A	2001 GLE GLE 2001 ESCAPE SUV
411 440 00026 001	A	2001 GLE GLE 2001 ESCAPE SUV
411 440 00027 001	A	2001 GLE GLE 2001 ESCAPE SUV

OK Cancel

This is a copyrighted item.

67

File Edit List Generate Help

Select from Equipment List

Department:

411 440 00200 012	A	2003	012	012	2003	0120120	012
411 440 00201 013	A	2003	012	012	2003	0120120	013
411 440 00202 014	A	2003	012	012	2003	0120120	014
411 440 00203 015	A	2003	012	012	2003	0120120	015
411 440 00204 016	A	2003	012	012	2003	0120120	016
411 440 00205 017	A	2003	012	012	2003	0120120	017
411 440 00206 018	A	2003	012	012	2003	0120120	018

Attributes

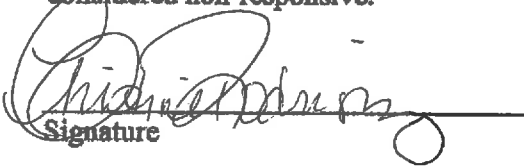
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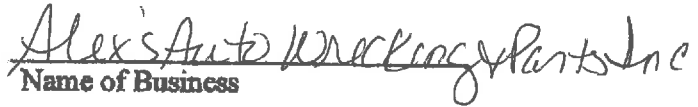
OK

Cancel

100

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


Signature


Name of Business

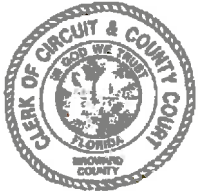


Tab V – Community Recommendations

Alex's Auto Wrecking and Parts, Inc. Community Recommendations
Pursuant to City of Key West Request for Proposals #01-14

Please find within this tab the following recommendations of Alex's Auto Wrecking and Parts, Inc. ("Alex's Towing") by local businesses, governmental agencies, and residents:

- (1) Letter from Howard C. Forman, Broward County Clerk of Courts, recommending Christine Rodriguez;
- (2) Letter from Diane Schmidt, General Manager of the Westin Key West Resort, recommending Alex's Towing;
- (3) Letter from Robert Lopez, Operator of Kino Sandals, recommending Alex's Towing;
- (4) Letter from Lucinda Gossett, Manager of Stadium Mobile Home Park, recommending Alex's Towing;
- (5) Letter from Mecia Nelson, Property Manager for West Isle Club Apartments, recommending Alex's Towing;
- (6) Letter from Danise Young, Controller for Roy's Trailer Park, Inc., recommending Alex's Towing;
- (7) Letter from Zach Reis commending Alex's Towing's courtesy;
- (8) Letter from Don Morris commending Alex's Towing's courtesy.



HOWARD C. FORMAN
CLERK OF CIRCUIT AND COUNTY COURT
17TH JUDICIAL CIRCUIT

201 SOUTHEAST 6TH STREET / RM 136
BROWARD COUNTY COURTHOUSE
FORT LAUDERDALE, FLORIDA 33301
TELEPHONE: (954) 831-5504

December 18, 2013

To Whom It May Concern:

I am contacting you to recommend Christine Siple Rodriguez d/b/a Alex/s Towing of Monroe County, Florida for your towing service needs.

I have known Christine and her family for fifteen years.

Christine is a mother, a family person, and a respectable businesswoman who is hard working, dependable and totally honest.

Certainly she should be an asset to any operation that would require her business services.

Yours truly,

Howard C. Forman
Broward County Clerk of Courts

THE WESTIN KEY WEST RESORT & MARINA
241 Front St. Key West, FL 33040-8411 United States
Tel: 305.291.4900 Fax: 305.291.4920
westin.com/keywest

January 29, 2014

To Whom It May Concern:

Alex's Towing has always done an exceptional job helping us keep the area around our property clear of unauthorized vehicles and vehicles parking in unauthorized areas. This is critical due to the high volume of traffic as well as our proximity to the cruise ship port, Pier B. They help us maintain order and there are good lines of communication between the company, drivers and our management team. Being in the hospitality field and dealing with tourists unsure of their surroundings and signage, there are often gray areas where we all have to provide empathy and understanding when dealing with our visitors even when they are in the wrong. Alex's Towing has always helped us in these incidences and we appreciate that.



Sincerely,

A handwritten signature in black ink that reads "Diane Schmidt". The signature is written in a cursive, flowing style.

Diane Schmidt
General Manager



Kino Sandals, Inc.

KINO PLAZA, KEY WEST, FLORIDA 33040 • TELEPHONE (305) 294-5044
ROBERT LOPEZ

To Whom it may concern:

Alex Taving has been servicing
my properties for over a
decade. And in all those years
has provided exceptional and
professional service. I'm proud
of our association and would
recommend them to
everyone

Sincerely

Robert Lopez

Stadium Mobile Home Park

*1213 14th Street
Key West, FL 33040
Phone 305-294-1200
Fax 305-296-0285*

December 26, 2013

Chief Donie Lee
1604 N Roosevelt Blvd
Key West, FL 33040

Dear Chief Lee,

I'm writing in reference to the outstanding service we've received from Alex's Auto Wrecking for the past 14 years.

During that time, they have responded promptly to our calls, have always conducted themselves in a professional manner and have worked hard to eliminate the parking violations at Stadium.

Please feel free to contact me should you have any further questions as to their service.

Sincerely,



Lucinda Gossett
Manager



WEST ISLE CLUB
APARTMENTS

Mecia Nelson
3333 Duck Ave A107
Key West FL 33040
(305) 294-3124
mecia@livekeywest.net
December 16, 2013

Chief Donle Lee
1604 N. Roosevelt Blvd
Key West, FL 33040

Dear Chief Donle Lee:

It is my pleasure to recommend the services of Alex's Auto Wrecking & Towing Company to you. Since 2009 West Isle Club Apartments has worked directly with Ms. Christine Rodriguez President of Alex's Auto Wrecking & Towing Company. The Company offers top-notch service and rates. Across the board we are always pleased with their work.

Ms. Christine Rodriguez is always a pleasure to work with, her professionalism and Customer Service exceed all and any expectations I had.

Please consider Alex's Auto Wrecking & Towing Company for City of Key West Wrecker Services. I recommend them and

Sincerely,

Mecia Nelson
Property Manager

ROY'S TRAILER PARK INC.

402 Appelrouth Lane
Key West, Florida 33040
Telephone 305-293-8888
FAX 305-295-2827

To Whom It May Concern:

We began using *Alex's Auto Wrecking & Parts* several months ago. Our mobile home park seems to collect unused and unusable cars and boats rather often. We were in definite need of a reliable company to remove and dispose of these unwanted eyesores.

Alex's team has been great since the very start of our business agreement. We had shopped around for a towing service and *Alex's* is the best value by far. Plus, they do all of the legwork tracking down the vehicle's owner for us. Their service is always prompt and professional. All we have to do is fax them the "hold harmless agreement" and the problem is gone. They even supplied the Tow-Away signs for our park.

The owners and management of Roy's Trailer Park have and continue to recommend *Alex's Auto Wrecking & Parts* to any of our business and personal contacts that need quick, reliable, and professional towing and disposable services at the best price in the Keys.

Sincerely,



Danise Young
Controller
Roy's Trailer Park, Inc.



**Auto wrecking firm
retains 'Keys attitude'**

I would like to give Alex Auto Wrecking on Rockland Key kudos for the great service that they have done for me through the years. Back when Wilma struck the Keys, they took my vehicle in months after the storm for no cost. Recently, I received a letter about a vehicle that used to belong to me that was abandoned and towed to their yard. For reasons unknown, the title was never transferred and the car came back to haunt me months after giving the vehicle away for free. I was being charged for someone else's irresponsibility. I went in, sat down and talked with Christine about the situation I was put in. She waived all the fees and I happily signed the vehicle over to them. Once again Alex's Auto Wrecking saved my day, week and month.

It's nice to know that some people still have the "Keys attitude" left in them. Thank you Alex's, you're a great community asset and everyone should take notice.

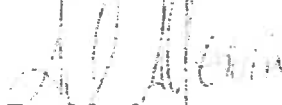
Zach Reis

Key West

Dear Editor,

I was in a situation with Alex's Auto Wrecking regarding my scooter that was towed. I was very upset about it. I went to the office and met with Christine who was very courteous and listened to my dilemma. She took everything into consideration and treated me with the utmost respect. I was satisfied when I left that there is actually a towing company that cares about the locals. What a great gesture of holiday spirit.

Sincerely,



Don Morris
606 Truman Avenue
Key West, Fl 33040
305-294-4889