



City of Grain Valley

711 Main St
Grain Valley, MO 64029
Phone: 816-847-6200

2020 REQUEST FOR PROPOSALS FOR TOW SERVICES RFP #2020-05

The City of Grain Valley will accept sealed proposals from qualified firms interested in providing the following:

**Four (4) Signed Copies
MUST BE RECEIVED BY:
3:00 P.M. November 23RD, 2020**

Please mark your submittal "Sealed Proposal –2020 Tow Services" and send it to:

**City of Grain Valley
Attention: James W. Beale Sr, Chief of Police
711 Main St.
Grain Valley, Missouri 64029
816-847-6200**

The City reserves the right to reject any and all proposals, to waive technical defects, and to select the proposal(s) deemed most advantageous to the City.

The undersigned certifies that he/she has the authority to bind this company in an agreement to supply the service or commodity in accordance with all terms and conditions specified herein. Please type or print the information below.

Respondent is REQUIRED to complete, sign and return this form with their submittal.

Company Name

Authorized Person (Print)

Address

Signature

City/State/Zip

Title

Telephone #

Fax #

Date

Tax ID #

E-mail

Entity Type

Cover Title-Signature Page
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PROJECT

The City of Grain Valley posts an RFP (Request For Proposal) every 3 years for towing service which encompasses police ordered tows as well as various other City vehicle tow requests.

Considerations are given to all providers, but the City of Grain Valley has the responsibility to promote businesses in this area.

This RFP provides interested Tow Service Providers with information to prepare and submit a proposal for consideration by the City regarding its Tow services to review and make recommendations for a quality Towing Service Agreement consistent with Grain Valley Police Department's policy best practices. This RFP process is intended to identify potential Towing Companies with which the City may, in its sole discretion, choose to enter into an agreement for the proposed Towing services. It is expressly understood and agreed that the submission of a proposal does not require or obligate the City to pursue an agreement with any proposer. All negotiations are subject to the consideration and discretionary approval of the City, which may, at its sole discretion, accept or reject any and/or all proposals and agreements.

PART I

GENERAL INFORMATION

The City of Grain Valley, located in eastern Jackson County, Missouri, is a growing, full-service community of approximately 14,000 residents. The City is a full-service municipality operating under a 4th class form of government with six Aldermen and Mayor elected at-large. The City Administrator, appointed by the Board of Aldermen, is the chief executive responsible for the administration of the various departments, the enforcement of all local ordinances, and implementation of policies adopted by the Board of Aldermen.

The City employs approximately 62 full-time employees, 30 part-time employees, and 12 seasonal employees. Employees are paid on a bi-weekly basis. Full-time employees are eligible for various benefit programs, including health, dental, vision, and life insurance. Within the City organization, there is one (1) collective bargaining unit: Fraternal Order of Police West Central Missouri Regional Lodge #50. The City is a member of Midwest Public Risk (MPR), which provides liability insurance and risk management services. MPR also administers the City's workers compensation program.

The City has four (4) departments: Administration, Community Development, Parks & Recreation and Police. The Administration department is comprised of the City Administrator, Deputy City Administrator, City Clerk, Human Resources Administrator and the Municipal Court Administrator. Community Development includes Planning & Engineering, Information Technology, Fleet Maintenance and Public Works Division.

DESCRIPTION OF THE PROJECT

The City is seeking to work with a Professional Towing Service Company that has a proven history of experience working with municipal, state, or federal law enforcement agencies under a Towing Service Agreements in the State of Missouri. The scope of work outlined below should not be viewed as rigid and the Towing Service is encouraged to offer alternative or additional efforts for this proposal where he/she believe appropriate.

PART II

AGREEMENT

After the Board of Aldermen's approval, the successful consultant will be required to sign an agreement with the City of Grain Valley that will incorporate this RFP and the final negotiated response proposal.

PART III

SCOPE OF SERVICES

SECTION 1. Area of Coverage

The entire city, as designated by its corporate boundaries and all contiguous roadways, streets, and alleys, shall be known as the Area of Coverage. Special provisions for City ordered tows outside this area are addressed in the Pricing Schedule.

SECTION 2. Administration

Any and all forms, records and reports required by this Agreement shall be of a form and nature determined by the City and will be maintained or provided in whatever manner dictated by the City. Such records as may be required shall be open to inspection by the City, without notice, at any time during normal business hours, normal business hours being defined as 8:00 a.m. to 5:00 p.m. Monday through Friday excluding recognized holidays.

The Towing Contractor shall keep all records at a central office. The City's administrative agent for overseeing the proper execution of this agreement shall be the City's Chief of Police or a designated representative.

SECTION 3. Scope

This agreement shall extend to:

- A. Police Ordered Tows - Vehicles ordered towed and / or impounded by the Police Department, for example; to clear roadway, protect property rights, and insure safekeeping.
- B. Non-Preference Tows - Vehicles towed at owner's request when request is transmitted through the Police with no preference indicated. The Towing Contract

Agreement/Pricing Schedule shall not apply to these requests. This category shall include service calls of any type when the citizen has requested a particular company be contracted or they have made their own arrangements.

- C. City owned and / or operated - Vehicles towed at the request of the City.

SECTION 4. Required Minimum Services

- A. The Towing Contractor shall have a minimum of:

- 1 Two (2) trucks, 1 Ton or larger, with a minimum GVW of 10,000 pounds.
- 2 One (1) truck, 2 Ton or larger, with minimum GVW of 20,000 pounds.

The three (3) vehicles shall be equipped with dollying equipment, winching equipment, lifts or other accouterments as may be necessary for the safe, damage-free tow/recovery of vehicles. Each of these shall be equipped with emergency warning lighting in accordance with applicable law. These three vehicles shall be available on call 24 hours per days, 7 days a week including holidays. The vehicles shall be in good condition, available for inspection by the City. The Towing Contractor within thirty (30) days from date of agreement will furnish the City with a list of trucks, serial numbers, and equipment to be used.

B. Radio dispatching/ mobile communications shall be maintained by the Towing Contractor between the office and each tow vehicle. This requirement may be met through the use of pagers, cellular telephones or other two-way AM or FM radio equipment, but not through the use of CB or citizens band equipment. In addition, the Towing Contractor must maintain a 24-hour, 7 days per week including holidays, manned telephone at the office/dispatching center.

C. Capability to tow/recover average tractor trailer. This requirement may be met by an existing subcontractor agreement which must be in effect prior to entering into this Agreement with the City and shall be maintained for the entire period of this Agreement. City shall be furnished any such subcontractor agreement and will review same prior to execution of this agreement.

D. Secure storage facility. The Towing Contractor shall maintain a secure storage area, capable of containing a minimum of 25 full size sedan type vehicles. This requirement may be met by an enclosed building of at least 10,000 square feet excluding office or maintenance areas or an outside storage area of the same size requirements which shall be surrounded by security fencing of at least 8 feet in height and provided with security lighting adequate to illuminate the entire area. The gates must be secured with a lock.

E. Tow lot must be located within a 5-mile radius of the Grain Valley City Hall; preferred within the city limits of Grain Valley.

SECTION 5. Operating Requirements

A. Charges for all services performed under this Agreement shall be as provided for in the Price Schedule approved by the City and included as a binding portion of this Agreement as an addendum hereto. Towing Contractor shall be responsible for collections of all authorized charges from the party or parties owning or entitled to possession of the property towed and stored and shall hold the City and all its employees harmless for payment or collection of said

charges. The City will only be responsible for storage charges if the Police Department authorizes the hold of the vehicles in writing. Upon the sale or titling of a police ordered towed vehicle, the Towing Contractor shall notify the Police Department in writing within five (5) working days. Towing Contractor shall comply with all State laws regarding mechanics liens and sales of stored vehicles to recover authorized fees.

B. Response Times. The Towing Contractor shall be required to arrive at any point within the Area of Coverage (Sec. 1) within twenty (20) minutes of notification by the police dispatcher, except that equipment required by Sec. 4.C. for tractor trailer shall be one (1) hour. These times assume normal weather conditions.

C. Secure Storage Lot. The Towing Contractor shall provide for release of vehicles without any assistance from City personnel. This storage area office shall be open 8:00 a.m. to 5:00 p.m. Monday through Friday. In addition, the Towing Contractor shall provide the capability to release vehicles on weekends, holidays, and at times other than normal business hours, by having personnel on call through the central telephone number (Sec. 4.B.). An additional charge (see Price Schedule) for such service will be authorized. Access to the storage area by City or Police personnel will be on a 24 hour per day, 7 day a week including holidays, basis without charge to the City. Specific rules, forms and reporting requirements associated with the operation of the storage there in accordance with this Agreement shall be as set forth by ordinance and as determined by the Chief of Police or the designated representative.

D. Accident Scene Clean Up. The Towing Contractor shall be responsible for the complete removal of debris at accident sites and shall equip each tow vehicle with equipment necessary for this task. The Contractor shall also be responsible for the preparation of any vehicles to be towed so that no "littering" shall occur from the towed vehicle. Clean up shall be completed prior to removal of towed vehicle from scene.

E. Accident Scene Cooperation. The Towing Contractor shall assure complete cooperation of all employees with Police Department personnel to include instructions by officers at the scene. Such orders as to destinations or special handling of impounded vehicles, which may be requested by officers at the scene, will be complied with unless a question of safety exists, in which case the Towing Contractor's employee shall make such safety matters known to the officer for consideration.

F. Access to view stored vehicles shall be allowed during normal business hours free of charge to owners, insurance adjusters, or their representatives. At other times, access shall be provided, but a charge equivalent to the release charge may be collected.

SECTION 6. Insurance and Holding Harmless Requirements

A. The Towing Contractor shall hold the City and Police Department, and all its employees, totally and completely harmless for any and all claims, settlements, and judgments which might arise from acts or failures to act in the performance or attempted performance of this Agreement by the Contractor or agents or employees of the Contractor and shall indemnify and hold the same harmless for any actions performed as a result of this Agreement.

B. Certificates of Insurance and coverage shall be maintained by the Towing Contractor in the amounts of \$100,000 / \$500,000 / \$100,000 each occurrence during the entire term of this Agreement which insurance shall provide coverage for all of the acts undertaken in furtherance of this Agreement. Towing Contractor shall designate City as an additional named insured immediately and not later than 24 hours from the date this contract is approved by the

City. Towing Contractor shall also provide a fully executed copy of the insurance agreements which reflect said designation. In addition, Towing Contractor shall provide City with immediate written notification of any changes in or to this insurance coverage, including, but not limited to, cancellations; amendments; changes in coverage amounts; or any material alteration in or to said policies.

SECTION 7. Term of Agreement and Termination of Service Agreement

A. If Towing Contractor violates any of the terms and conditions of this Agreement, fails or refuses for any cause to furnish the services required, fails to maintain required equipment in proper working order, or charges a fee in excess of those authorized, then the City shall have the right to terminate this Agreement, such termination becoming effective upon delivery of written notice to Towing Contractor or an agent or employee thereof.

B. Towing Contractor may terminate this Agreement by notifying the City by certified mail 30 days prior to the desired termination date.

C. The term of this agreement is a three (3) year contract commencing on the date of the award. The City of Grain Valley reserves the right to renew the contract automatically for two (2) additional years, provided both parties are in agreement.

PRICING SCHEDULE

Item	Charge
A. Normal Tow/ Recovery Towing of automobiles, SUV's, vans, pickup trucks 3/4 ton and under, motorcycles, scooters, car trailers, boats on trailers, etc. (when all four wheels on ground, street or right of way that can be backed up to by tow vehicle and hooked up with minimal rotating of vehicles to be towed.)	\$ ____
B. Special Tow/ Recovery Operations requiring the righting of vehicles, winching from off roadway, or special preparation due to extensive damage (such as tying shut doors, removal of broken glass and loose parts) before vehicle can be towed.	
1. Winching	Per Vehicle \$ ____
2. Dollies Service	Per Call \$ ____
C. Large Vehicle Tow / Recovery	
1. Towing of trucks and vehicles 1 ton and over	\$ ____
D. Per Mile Charge	\$ ____
No mileage charge shall be allowed for normal tows within the Area of Coverage. A mileage charge may be assessed for tows accomplished in accordance with the scope of this Agreement for	

service which commences or ends outside the Area of Coverage, except that portion of the service within the Area of Coverage shall not have mileage charges assessed.

E. **Storage Charges Per Day** \$_____

Storage of vehicles described above shall have a per day rate assessed; beginning 24 hours following the time tow or recovery was performed and re-assessed each day or portion thereof that the vehicle remains in secure storage area.

F. **Service Calls (Jump starts, tire changes, vehicle lockouts, etc.)** \$_____

G. **Release Charges** \$_____

No charges will be assessed for releasing vehicles during normal business hours for allowing owners/ insurance adjusters access to vehicles during normal business hours. A service trip fee may be charged for releasing vehicles outside normal business hours, on weekends, and holidays.

H. **Waiting Time** \$_____

Waiting time charges will be allowed if required by the Police Department, and only if after arrival at the location a stand-by of more than 30 minutes before starting tow procedures occur. The tow ticket must be so annotated by the Police officer that in fact the Police Department required the tow to stand-by.

TIMELINE FOR RFP PROCESS

The timeline listed below is the City's estimation of time required to complete the RFP process. All efforts shall be made to abide by this schedule, but it may change due to different circumstances.

Post RFP Notification	Week of October 19, 2020
Pre-Proposal Meeting	Upon Request
Receive Proposals	By November 23, 2020 by 3:00 PM
Meet to review	Week of December 1, 2020
	City Administrator will review for approval December 18, 2020
Notice to Proceed	BOA Approval January 11, 2021

PART IV

SUBMISSION OF PROPOSALS

Proposals will be submitted by November 23RD, 2020 by 3 PM CST in the form of four (4) copies. Mark and deliver to:

City of Grain Valley
Attention: James W. Beale Sr, Chief of Police
711 Main St.
Grain Valley, Missouri 64029
Sealed Proposal – 2020 Tow Service

The information to be submitted shall be organized as listed below and on 8 1/2” by 11” pages with minimum 11-point font size, double sided, exclusive of front and back covers and tabs. Submissions must be spiral bound. All information should pertain to one of the categories listed and have relevance to this project.

Cover letter, RFP signature page: Include here any cover letter and the RFP signature page. Submittals in response to this RFP must be signed by the owner of the Towing Service who is responsible for the submittal.

Qualifications of the submitting Towing Service owner for the proposal: The specific qualifications of the Tow Service Owner(s) to accomplish the work outlined in the scope of services should be included. Identify previous agreements relevant to this assignment with dates, clients, and specific references that could comment on the quality of the work.

Qualifications of the individuals who will work on the project: The qualifications must identify the project manager and explain how this point of contact will lead the consultant’s efforts. If interviews are required for selection, it will be necessary for the proposed project manager to conduct most of the presentation and be able to answer most questions asked during the interview process. All other relevant personnel who will work on the project should be identified in this section with relevant specific experience identified. Include specific work assignments of the proposed personnel. Resumes describing the educational and work experiences of the key people proposed for this assignment should be included. List any ongoing commitments on other projects and availability of staff assigned to project.

Project approach: The proposed approach must include the specific tasks anticipated for the project, including how each task would be implemented and the team members who would be responsible for each task.

Separate cost proposal: The submittal shall include a separate sealed envelope, labeled as “Project Fee”, containing the estimated hours by task and a not-to-exceed lump sum fee if filed using a hard copy. If additional or alternative efforts are recommended, these should be broken out separately from the primary tasks. Training costs will be identified in a separate cost proposal from this RFP.

PART V

INSTRUCTIONS TO RESPONDENTS

1. Selection Process

The proposals will be evaluated by a Selection Committee comprised of selected City personnel. Proposals and recommendations will be forwarded to the City Administrator for consideration. The City Administrator, at his discretion, may elect to accept staff recommendations, request presentations from two providers, or seek the advice of a sub-committee.

Evaluation of proposals and interviews by the selection committee will be based on the following criteria:

- Providers experience, credentials, and ability to provide a high level of service,
- Responsiveness to the request for proposals, including demonstrated commitment to customer service, and services they can offer.
- Cost

2. Respondent Cost to Develop Proposal

All costs for preparing and submitting proposals in response to this RFP are to be the responsibility of the respondent and will not be chargeable in any manner to the City.

3. Instructions for Responding to this RFP

Proposals must be completed as instructed, and one (1) unbound original returned in response to this RFP.

The proposal shall be organized using the following format:

1. Read through this RFP; where you see blank lines, please input the appropriate fee you will be charging for that service.

2. Fill out the attached reference page and submit with RFP.

4. Proposal Ranking Sheet

The following is a sample proposal ranking sheet that will be used to evaluate the proposals submitted by Respondents.

EVALUATION CRITERIA

<u>Evaluation Criteria</u>	Maximum Points	Score
1. Experience/Capabilities: Evaluate the Respondent's ability to provide a high level of service, including credentials and experience in performing similar work for other municipalities references, staff and equipment. .	35	_____
2. Responsiveness: • Evaluate the Respondent's demonstrated • Commitment to customer service ability to provide both required and optional services.	35	_____
3. Cost: Consider cost of required and optional services.	30	_____
Ranked By: _____	TOTAL POINTS	_____

PART VI

EXHIBIT "A" NON-COLLUSION CERTIFICATION

STATE OF MISSOURI

CITY/COUNTY OF _____

_____ being first duly sworn, deposes and says that he is

_____ Title of Person Signing

of _____

_____ Name of Bidder

that all statements made and facts set out in the proposal for the above project are true and correct; and the bidder (The person, firm, association, or corporation making said bid) has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with said bid or any contract which may result from its acceptance.

Affiant further certifies that bidder is not financially interested in, or financially affiliated with, any other bidder for the above project.

BY _____

BY _____

BY _____

SWORN to before me this _____ day of _____ 20 ____.

_____ Notary Public

My Commission Expires _____

GENERAL CONDITIONS
GOVERNING RESPONSES AND SUBSEQUENT CONTRACTS
City of Grain Valley, MO

1. SCOPE: The following terms and conditions, unless otherwise modified by the City of Grain Valley within this document, shall govern the submission of proposals and subsequent contracts. The City of Grain Valley reserves the right to reject any proposal that takes exception to these conditions.

2. DEFINITIONS AS USED HEREIN:
 - a. The term "request for proposal" means a solicitation of a formal, sealed proposal.
 - b. The term "respondent" means the person, firm, bidder or corporation who submits a formal sealed proposal.
 - c. The term "City" means City of Grain Valley, MO.
 - d. The term "Board of Aldermen" means the governing body of the City of Grain Valley, MO.
 - e. The term "contractor" means the respondent awarded a contract under this proposal.

3. COMPLETING PROPOSAL: All information must be legible. Any and all corrections and/or erasures must be initialed. Each proposal must be signed in ink by an authorized representative of the respondent and required information must be provided. The contents of the proposal submitted by the successful respondent of this RFP will become a part of any contract award as a result of this solicitation.

4. REQUEST FOR INFORMATION: Any requests for clarification of additional information deemed necessary by any respondent to present a proper proposal shall be submitted in writing to the City of Grain Valley, 711 Main Street Grain Valley, MO 64029, referencing this RFP number, a minimum of five (5) calendar days prior to the proposal submission date. Any request received after the above stated deadline will not be considered. All requests received prior to the above stated deadline will be responded to in writing by the City in the form of an addendum addressed to all prospective respondents.

5. CONFIDENTIALITY OF PROPOSAL INFORMATION: Each proposal must be submitted in or under cover of a sealed envelope to provide confidentiality of the information enclosed. The envelope should be sealed and clearly marked with RFP number and the name of the project.

All proposals and supporting documents will remain confidential until a final contract has been executed. Information that discloses proprietary or financial information submitted in response to qualification statements will not become public information. This is in accordance with the Missouri Sunshine Law.

6. SUBMISSION OF PROPOSAL: Proposals are to be sealed and submitted to the City of Grain Valley, 711 Main Street Grain Valley, MO 64029, prior to the date and time indicated on the cover sheet. At such time,

all proposals received will be formally opened. The opening will consist of only the name and address recording of respondents.

7. ADDENDA: All changes, additions and/or clarifications in connection with this proposal will be issued by the Purchasing office in the form of a WRITTEN ADDENDUM. SUBMIT EQUAL NUMBER OF SIGNED ADDENDUM WITH THE NUMBER OF PROPOSALS REQUIRED. Verbal responses and/or representations shall not be binding on the City.
8. LATE PROPOSALS AND MODIFICATION OR WITHDRAWALS: Proposals received after the date and time indicated on the cover sheet shall not be considered.

Proposals may be withdrawn or modified in writing prior to the proposal submission deadline. Proposals that are resubmitted or modified must be sealed and submitted to the Purchasing Office prior to the proposal submission deadline. Each respondent may submit only one (1) response to this proposal.

9. BONDS:
When a Bond is required it shall be executed with the proper sureties, through a company licensed to operate in the State of Missouri, and hold a current Certificate of Authority as an acceptable surety under 31 CFR Part 223 (and be listed on the current U.S. Department of the Treasury Circular 570 and have at least A Best's rating and a FPR9 or better financial performance rating per the current A.M. Best Company ratings.)
10. NEGOTIATION: The City reserves the right to negotiate any and all elements of this proposal.
11. TERMINATION: Subject to the provisions below, any contract derived from this Request For Proposal may be terminated by either party upon thirty (30) days advance written notice to the other party; but if any work or service hereunder is in progress, but not completed as of the date of termination, then said contract may be extended upon written approval of the City until said work or services are completed and accepted.

(a) TERMINATION FOR CONVENIENCE

In the event that the contract is terminated or cancelled upon request and for the convenience of the City, without the required thirty (30) days advance written notice, then the City shall negotiate reasonable termination costs, if applicable.

(b) TERMINATION FOR CAUSE

Termination by the City for cause, default or negligence on the part of the contractor shall be excluded from the foregoing provision; termination costs, if any, shall not apply. The thirty (30) days advance notice requirement is waived in the event of Termination for Cause.

(c) TERMINATION DUE TO UNAVAILABILITY OF FUNDS IN SUCCEEDING FISCAL YEARS.

When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, the contract shall be cancelled and the contractor shall be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the supplies or services delivered under the contract.

12. TAX EXEMPT: The City and its Agencies are exempt from State and local sales taxes. Sites of all transactions derived from this proposal shall be deemed to have been accomplished within the State of Missouri.
13. SAFETY: All practices, materials, supplies, and equipment shall comply with the Federal Occupational Safety and Health Act, as well as any pertinent Federal, State and/or local safety or environmental codes.
14. RIGHTS RESERVED: The City reserves the right to reject any or all proposals, to waive any minor informality or irregularity in any proposal, and to make award to the response deemed to be most advantageous to the City.
15. RESPONDENT PROHIBITED: Respondents are prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this proposal or any resultant agreement or its rights, title, or interest therein or its power to execute such agreement to any other person, company or corporation without the previous written approval of the City.
16. DISCLAIMER OF LIABILITY: The City, or any of its agencies, will not hold harmless or indemnify any respondent for any liability whatsoever.
17. HOLD HARMLESS: The contractor shall agree to protect defend, indemnify, and hold the Board of Aldermen, City of Grain Valley, MO, its officers, commissions, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character resulting from the error, omission or negligent act of the contractor, its agents, employees or representatives, in the performance of the contractor's duties under any agreement resulting from award of this proposal.
18. LAW GOVERNING: All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Missouri.
19. ANTI-DISCRIMINATION CLAUSE: No respondent on this request shall in any way, directly or indirectly discriminate against any person because of age, race, color, handicap, sex, national origin, or religious creed.
20. DOMESTIC PRODUCTS
The City of Grain Valley has adopted a formal written policy to encourage the purchase of products manufactured or produced in the United States. (City of Grain Valley Resolution No. 87-18, MO. State Statute No. 34.353, Section 3, (5).
21. CONFLICTS: No salaried officer or employee of the City, and no member of the Board of Aldermen shall have a financial interest, direct or indirect, in this contract. A violation of this provision renders the contract void. Federal conflict of interest regulations and applicable provisions of Sections 105.450 – 105.496 shall not be violated. Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services to be

performed under this contract. The Contractor further covenants that in the performance of this contract no person having such interest shall be employed.

22. DEBARMENT: By submission of its response, the Contractor certifies that neither it nor its principals is presently debarred or suspended by any Federal Department or agency, including listing in the U.S. General Services Administration's List of Parties Excluded from Federal Procurement or Non-Procurement programs; or if the amount of this response is equal to or in excess of \$100,000, that neither it nor its principals nor its subcontractors receiving sub-awards equal to or in excess of \$100,000 is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by an Federal Department , agency or provision of law. If the Contractor is unable to certify any of the statements in this certification, the responder must attach an explanation to its response.