

Response to Request for Proposal

#004-21

Wrecker / Towing Services

Submitted to:

City of Key West

By:

Anchor Towing, LLC

Anchor Towing

189 US Highway 1

Key West, FL 33040

May 5, 2021

City of Key West
City Clerk
1300 White Street
Key West, FL 33040

Re: Response to Request for Proposal #004-21 for Wrecker / Towing in the City of Key West

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

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

The following people can be reached with regards to the RFP in no specific order:

Ashley Lopez

Marc Jester

Ruthelen Jester

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

Sincerely, Marc Jester Owner

Company Background

Anchor Towing has been providing emergency roadside services in the Florida Keys for over 20 years. We first opened our location in Ramrod Key and shortly after opened in Key West. With the success of both locations, Anchor Towing was able to purchase a 3.5 acre piece of land located in Rockland Key at MM9.5. The Rockland location has developed a strong involvement in the city business community including auto repair facilities and the city's own department of transportation. The company as a whole has effectively and efficiently worked with all the major police agencies including KWPD, MCSO, FHP, FWC as well as Monroe County Fire Rescue. Today, Anchor's Ramrod location is the sole provider for FHP and MCSO towing from MM21 through 42.

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

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

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

Company Profile

Anchor Towing is currently staffed with 5 full time drivers, 2 certified mechanics, and 3 dispatchers. All drivers possess CDL or are actively studying to obtain one.

Wrecker/Towing for City of Key West

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

Anchor's Rockland Key Outside Storage Yard is conveniently located at MM9.5 on the gulfside of US Highway 1. The yard is well lit for drivers and customers to conduct business in the evening hours. This storage yard is where vehicles impounded from Key West Police Department that need to be stored outside would be located. As previously stated, the property is 3.5 acres and most certainly contains 25 minimum parking spaces for vehicle impounded by the City of Key West. It is kept clean and free of standing water. The Rockland main office facility is located out front of this storage area. It is protected with an alarm system, onsite 24 hour security, and cameras.

Rockland's main office is Anchor Towing's principle office. All records financial and otherwise are maintained at this location. This office is staffed Monday through Friday from 8am to 5pm (6pm upon award of this bid) and can be accessed 24 hours a day, 7 days a week, 365 days a year, with a phone call to dispatch. Current tow rate charges can be seen on the wall at this location.

Vehicles requiring inside storage as requested by the city would be brought to our inside storage facility at 161 US Highway 1 Rockland Key which we would obtain within 30 days of award of this contract. This facility is less than a ¼ mile from our outside facility and is located on

the gulfside of US Highway 1 as well. We are currently in the process of construction our own inside storage at 189 US Highway 1 but it will not be complete at the time of bid award.

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

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

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

impaired or driving with unlawful blood alcohol level, or any criminal traffic offense, within the last 5 years.

- Returning low speed vehicles to city limits after charges have been paid.
- Towing of disabled vehicles owned or leased by the city at no charge up to 55 miles.

Payment to the City

Anchor Towing proposes to pay 3% of the monthly “towing” charges as a franchise fee to the City of Key West. For this purpose towing shall mean the base rate i.e. \$135, \$200, \$485 for each call. For example, Light duty police tow will be 3% of \$135.00 or \$4.05.

Rates

Charged Owners

Anchor Towing agrees to charge vehicle owners in accordance with rates outlined in the contract (Exhibit B).

Charged City

Anchor Towing also agrees to hold the City of Key West harmless in the event that vehicle owner does not pay charges.

Anchor Towing also agrees to tow abandoned or junk vehicles at no charge to the City.

Anchor Towing shall not charge any other fees than those specified in Exhibit B of contract.

Anchor Towing will not charge the customer or the city if it's determined that the vehicle was towed in error.

Subcontractors and Professional References:

Mike Haack Excavating

127 Industrial Rd

Big Pine Key, FL 33043

(305) 872-8945

**Equipment: Trackhoe, Loader, Dump Truck, Vac Truck, Sand, Trailers
deployed from Big Pine Key**

Coffin Marine Services

29404 Louise Street

Big Pine Key, FL 33043

(305) 872-8863

Equipment: Clam Shell Truck, Barge with Crane

ACDC Crane Services

203 107th Street Gulf

Marathon, FL 33050

(305) 872-8152

Equipment: Linkbelt HTC860 Truck Crane

EMC Oil

8470 NW 68th St

Miami, FL 33166

(305) 477-7497

Equipment: Vac Truck, Trailers

Equipment and Terms Verification

May 5, 2021

City of Key West
1300 White Street
Key West, FL 33040

Re: Equipment and Terms Verification

This letter is to serve that Anchor Towing can provide the required and necessary equipment as stated in Exhibit "A" of RFP #0004-21. Please refer to the following fleet list attached. Additionally, Anchor Towing agrees to charge according to rates outlined in Exhibit "B" of RFP. Anchor Towing will not charge to the customer or the city and charge that is not outlined in Exhibit "B" of RFP# 0004-21.

Anchor Towing Fleet

3 Rollbacks (Class A & B):

(1) 2019 Hino 258 21' Kilar Bed w/ Side Puller



(2) 2000 International 24' Jerr-Dan Bed 7.5 Ton



(3) 2000 Freightliner 24' Century Bed 15 Ton



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

- (1) 2000 Freightliner 14 Ton Century



- (2) 2000 International 14 Ton Vulcan



3 Class A Wreckers

- (1) 2017 Ford F450 w/ Century 812 Self Loader Wrecker



- (2) 2018 Ford F550 w/ twin line Jerr-Dan MPL Wrecker w/ Recovery boom



- (3) 2009 Ford F350 w/ Jerr-Dan Self Loader



Heavy Duty Wreckers (Class C):

- (1) 1995 Kenworth T800 w Boniface 50 Ton Side puller (Undereach 157")



1 Sliding Axle Low Boy Trailer:

- (1) 2007 Landoll 435B 35 Ton Trailer



- (2) 1999 Sterling AT9513 Tractor



1 Hydraulic Detach Low Boy Trailer:

- (1) 2008 Fontaine RGN 55 Ton Low Boy Trailer**



2004 Landoll Model 330B Trailer 42ft



Road Service:

- (1) 2008 Chevrolet 2500 PU Equipped For OTR Tire & Minor Repair**



- (2) 1990 BMY Military Style Rotator Truck 150 ton drag winch on rear and 35 ton drag winch on front with 10 ton capacity rotating crane**



Support Equipment:

- (1) Articulating Loader**



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



- (3) Forklift**



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



(5) Maintenance Of Traffic Equipment



(6) Car Trailer



(7) 2 Tandem Axle 10yd hydraulic dump trailers



(8) 2 20yd dumpsters



(9) Pallet Jack



- Insurance Requirements
- Insurance Requirements
- Cone of Silence
- Equal Benefits for Domestic Partners
- Local Vendor Certification
- Anti-Kickback Affidavit
- Indemnification Form
- Public Entity Crimes Affidavit

L) Proposal Evaluation Committee and Evaluation Factors

The evaluation team will evaluate and rank each submittal based on required information provided.

Evaluation factors are based on the abilities of the proposer to efficiently perform the Scope of Services as generally outlined in this Request for Proposals. The City will be seeking to identify the submittal(s) which will best meet the needs of the City of Key West as determined from the responses to this Request for Proposals.

The Selection Committee will present its recommendation to the City Commission, which has the authority to make the final determination and award contracts.

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
1300 White Street
Key west, Florida 33040

The mailing envelope must be sealed and marked with Proposal Number, Proposal Title and Due Date.

The Proposal will be mailed or delivered in time to be received no later than the specified due date and time. (Otherwise Proposal cannot be considered.)

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

Company Name Anchor Towing
Signature and Title [Signature] owner
Date May 5, 2021
Email anchortowoffice@aol.com

Conflict of Interest Affidavit

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

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

Anchor Towing

Firm

Rumelen C Zevnik-Jester

May 5, 2021

Signature

Date

Rumelen C Zevnik-Jester

Name Printed

owner

Title of Person Signing Affidavit

State of Florida

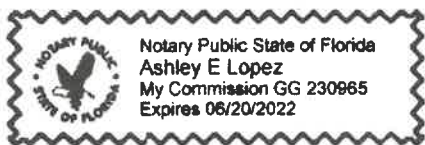
City of Key West

SUBSCRIBED AND SWORN to before me this 5th day of May

2021 by Rumelen C Zevnik-Jester who is personally known to me to be the
owner for the Firm, OR who produced the following identification:

Notary Public

My Commission Expires: 06/20/2022



Declaration Statement

City of Key West

1300 White Street
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 2021 in the City of Key West in the State of Florida.

Anchor Towing LLC

Firm's Complete Legal Name 189 US Highway 1

(Address) Key West, FL 33040

(City, State, ZIP)

Phone No. (305) 745-1255

Fax No. (305) 295-9190

Check one of the following:

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

By: 
Typed and Written Signature

Title owner

ADDITIONAL CONTACT INFORMATION

Send Payments To: _____
(REQUIRED ONLY if different from (Company Name used as Payee)
above)

Contact Name: _____
(Address)

Title: _____
(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 an pre-loss agreement to waive subrogation without an endorsement, then CONTRACTOR agrees to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should CONTRACTOR enter into such an agreement on a pre-loss basis.

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

City of Key West
Attn: Purchasing Agent

1300 White Street
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.

Rumellen C Zevnik-Jester

Proposer

Gulf Coast Underwriters

Insurance Agency



Signature of Proposer

Signature of Proposer's Agent

Exhibit A

**RULES OF THE KEY WEST POLICE
DEPARTMENT
WRECKER PROPOSALS AND REGULATIONS**

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.

Ruthelen Czernik-Jeser

John D Snorf- Gulf Coast Underwriters

Proposer

Insurance Agency


Signature of Proposer

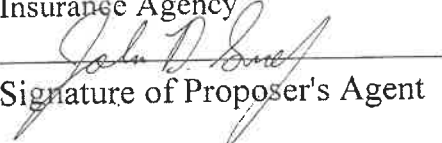

Signature of Proposer's Agent

Exhibit A
RULES OF THE KEY WEST POLICE
DEPARTMENT
WRECKER PROPOSALS AND REGULATIONS

I. SCOPE AND PURPOSE

- 1) These rules apply only to the Towing Company under contract to the City of Key West.
- 2) These rules are designed to assist private and commercial users of the highways of this City by insuring that only qualified, reputable wrecker operators and equipment are provided for removal of wrecked, disabled, stolen, or abandoned motor vehicles in the event the owner or operator is qualified under these rules. In such event, the owner's request will be honored without resort to these rules unless there will be an unreasonable time delay and a traffic problem exists.

II. DEFINITIONS

- 1) The Department - The Key West Police Department.
- 2) The City - The City of Key West
- 3) Operator - The individual, partnership, corporation, or business entity engaged for hire in the recovery, towing or removal of wrecked, disabled, stolen, or abandoned motor vehicles under contract to the City. For the purpose of this rule, an employee shall be governed by these rules while on duty, and unless otherwise stated, shall be considered an agent for the wrecker operator.
- 4) Agreement - The Wrecker Service Agreement entered into between the City and Operator.

III. RESPONSE TO CALLS

- 1) The operator shall respond to all requests made through the Department as specified under Scope of Work.
- 2) Unless authorized by the Department officer, flashing amber lights shall not be used while responding to a call for service.
- 3) Flashing amber lights shall be used at the scene and when towing from the scene in accordance with Chapter 316, F.S.
- 4) When no hold is placed against the vehicle by the investigating officer, the operator shall tow to any location the owner requests.
- 5) Any ancillary service, such as the use of dolly, dropping and hooking up linkage, is to be performed only if required and appropriate.
- 6) The motor vehicle owner is responsible for payment of charges imposed by the operator.

IV. WRECKER CLASSIFICATION AND REQUIRED EQUIPMENT

If awarded a contract, the Towing Company is to provide the minimum number of wreckers in each classification listed below in accordance with the Rules of the Department of Highway Safety and Motor Vehicles Division of Florida Highway Patrol Wrecker Proposals and Allocation System. Additional wreckers of a higher class may be substituted to meet the requirements for a lower-class vehicle. If additional wreckers in any or all classes are required to handle the volume of tows requested under this contract, the Towing Company is to provide them at no cost to the City. Towing Company agrees to maintain a sufficient fleet of tow trucks and necessary equipment to perform the total contract service requirements, plus all other business including law enforcement and commercial. The City will be given preference on any call for service.

All equipment shall be commercially manufactured and in good mechanical condition. All vehicles should be certified clean idle and must adhere to the best environmental standards practicable. No towing service equipment shall be used by the Towing Company as an emergency vehicle. All towing vehicles must be equipped with a two-way communication capable of covering all assigned territory and to the Towing Company's Compound.

Towing Company shall have full control and total availability of all equipment listed below in his/her contract inventory.

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.

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.

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 25ton 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.

Heavy Duty Skid Steer

- A. Must have bucket, broom, and fork attachments.
- B. Used when a vehicle has lost its load.
- C. Also used for removal of significant crash debris.

Tandem Axle Tractor and Tilt Bed Lo-Boy Semi-Trailer

- A. Removal of significantly damaged vehicles that could not be otherwise removed by other means.

Rubber Tired Front End Loader

- A. Minimum 2 yard bucket.

Source of Bulk Sand

- A. For spills and as otherwise needed at scenes.

Vacuum or Suction Service

- A. For removal of sand or other debris as necessary.

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
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.

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.

Exhibit B TOWING RATE STRUCTURE

RATES CHARGED OWNERS:

In consideration for the services to be provided by the Towing Company under the terms of participating in this agreement, the Towing Company may charge the owner/operator of the vehicle being towed or stored the rates listed below, provided that:

- 1) The City of Key West shall not be liable in the event of non-payment by the owner of the vehicle being towed.
- 2) The Towing Company agrees to tow abandoned or junked vehicles at no charge to the City of Key West, and the City shall surrender all salvage rights to the vehicle to the Towing Company and shall retain no liens upon the vehicle.

The maximum rates to be charged the owner for towing and storage of any motor vehicle or trailer towed at the direction of the City shall be:

For the removal and storage of wrecked or disabled motor vehicles or for the removal and storage of abandoned motor vehicles at the request of a law enforcement officer, the maximum rate that may be charged by a wrecker operator is:

Class "A" wrecker service - \$135.00.

- For motorcycles, cars and vehicles weighing 10,000 pounds or less.
 - Inside storage per day (after the first six hours) - \$40.00 plus \$2.00 per foot for vehicles over 20 feet in length. ● Outside storage per day (after the first six hours) - \$40.00 plus \$1.00 per foot for vehicles over 20 feet in length.
- Hourly charge in prorated quarter hour increments beginning 60 minutes after arrival - \$135.00.
- Administrative fee per notification - \$25.00.

Class "B" wrecker service - \$200.00.

- For vehicles weighing 20,000 pounds or less.
- Inside storage per day (after the first six hours) - \$40.00 plus \$2.00 per foot for vehicles over 20 feet in length. ● Outside storage per day (after the first six hours) - \$40.00 plus \$1.00 per foot for vehicles over 20 feet in length.
- Hourly charge in prorated quarter hour increments beginning 60 minutes after arrival - \$180.00.
- Administrative fee per notification - \$25.00.

Class "C" wrecker service - \$485.00.

- For vehicles weighing between 20,000 pounds to 52,000 pounds.
- Inside storage per day (after the first six hours) - \$40.00 plus \$2.00 per foot for vehicles over 20 feet in length.

- Outside storage per day (after the first six hours) - \$40.00 plus \$1.00 per foot for vehicles over 20 feet in length.
- Hourly charge in prorated quarter hour increments beginning 60 minutes after arrival - \$300.00.
- Administrative fee per notification - \$25.00.

The daily storage rate must be prorated in six-hour increments when the vehicle is retrieved by the owner or his agent. The administrative fee may only be charged when notice is sent by the operator to the motor vehicle owner and any lien holder(s).

Ordinary towing and road service shall include the use of a sling or wheel lift when required to be used to render the service, and no additional charges are to be made for use of the sling or wheel lift.

Additional rates:

- (a) For extraordinary tows, an hourly rate may be charged by the tow company. Whether the tow is extraordinary and eligible for the additional hourly charge shall be authorized or ratified by the police chief or his designee. The hourly rate shall be cumulative for all employees of the tow company involved in the extraordinary tow. The hourly rate shall be \$100.00 per hour.
- (b) For use of a GoJac or other type of dolly, a device to lift individual wheels manually, the rate shall be \$30.00.
- (c) If the tow company is required to remove either a front or rear axle in order to perform the tow, the rate shall be \$40.00.
- (d) If the tow company is required to remove a drive shaft in order to perform the tow, the rate shall be \$50.00.
- (e) Use of a Lo-Boy trailer for carrying vehicles the rate shall be \$300.00. However, a Lo-Boy shall not be used and therefore not charged simultaneously with a class C wrecker.
- (f) The tow company shall not charge for mileage for tows of vehicles or vessels on land picked up in the city and brought to the tow company's storage area. For any other tow, at the direction of the police department, the tow company may charge a mileage fee of \$3.00 per mile.
- (g) Sales tax shall be added to all charges under this section.

In the event a law enforcement officer needs a tow truck for a towable violation, and once the towing service has been requested by the officer at the violation site and the operator has advised the officer that he is en route to the request, should the owner or driver of the motor vehicle in violation return to the vehicle site before the operator has arrived at the motor vehicle there shall be no charge to the operator for the tow. If the operator returns to a vehicle before the operator has departed with the vehicle, and upon the officer's authorization to release the vehicle to the owner or driver, then the owner or driver of the vehicle shall pay a charge of not more than one-half of the base rate for the class of towing service called for, only if the vehicle has been completely secured to the tow truck prior to the operator's actual arrival at the tow site consistent with F.S. S 715.07 and city ordinances regarding private property tows.

Towing company may charge an additional \$20.00 per vehicle as compensation for all certified letters and all other time and expenses incurred through compliance with F.S. S 713.78, provided that the charge shall not be due and owing until the towing service has complied with the notice requirements of the statute.

In addition to accepting cash, the tow company shall accept traveler's checks and credit cards from vehicle and vessel owners. The tow company shall afford owners a reasonable time to secure an acceptable method of payment and must have a written policy in place regarding accepting credit or debit cards on site and in their trucks at all times.

A wrecker operator may dispatch a heavier class of wrecker to the site but may charge no more than the rates applicable to the type of service required. Should a recreational vehicle, boat, or other type of trailer be attached to a motor vehicle which requires towing, and only one tow truck is required to remove the vehicle and its trailer, only one tow charge may be levied for the combined length of the vehicle and its trailer.

Gate Fee/Personal Property Recovery:

Towing Company shall not charge a "gate fee" or similar charge, to allow an owner of personal property contained within an impounded vehicle, to retrieve his/her property as permitted by S713.78(10),F.S. during the first twelve (12) hours of impoundment After the first 12 hour period a "gate fee" may be imposed not to exceed \$35.00 if the owner requests to remove his/her property outside normal business hours of the storage facility. Normal business hours shall be defined as Monday-Friday, 8 a.m. to 6 p.m., not to include Saturday and Sunday and legal holidays.

Every towing service operating shall conspicuously display at its place of business the maximum charges that may be imposed for ordinary towing and road service. All operators shall provide a copy of the posted tow charges to any vehicle owner or operator upon request.

Prohibited Charges:

Any charge or fee not specifically permitted by this Agreement.

CONE OF SILENCE AFFIDAVIT

STATE OF Florida)

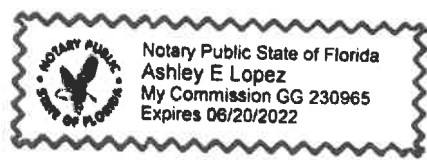
: SS

COUNTY OF Monroe)

I, the undersigned hereby duly sworn, depose and say that all owner(s), partners, officers, directors, employees and agents representing the firm of Anchor Towing have read and understand the limitations and procedures regarding communications concerning City of Key West Code of Ordinances Sec. 2-773 Cone of Silence.

By: [Signature]

Sworn and subscribed before me this 5th day of May 2021.



[Signature]

NOTARY PUBLIC, State of Florida at Large

My Commission Expires: June 20, 2022

Sec. 2-773. Cone of silence.

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

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

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

(3) Evaluation or Selection Committee means a group of persons appointed or designated by the City to evaluate, rank , select ,

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

or make a recommendation regarding a Vendor or the Vendor' s response to the Competitive Solicitation.

A member of such a committee shall be deemed a city official for the purposes of subsection (c) below.

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

(5) Vendor's Representative means an owner, individual , employee, partner, officer, or member of the board of directors of a Vendor, or a consultant, lobbyist, or

actual or potential subcontractor or sub consultant who acts at the behest of a Vendor in communicating regarding a Competitive Solicitation.

(b) Prohibited Communications .

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

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

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

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

and

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

(c) Permitted Communications

Notwithstanding the foregoing , nothing contained herein shall prohibit :

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

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

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

Commission receiving or making any written communication must immediately file it with the City Clerk.

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

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

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

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

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

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

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

(d) Procedure

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

(2) The cone of Silence shall terminate at the time the city commission or other authorized body makes final award or gives final approval of a

contract, rejects all bids or responses to the competitive solicitation, or takes other action which ends the competitive solicitations.

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

(e) Violations/penalties and procedures .

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

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

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

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

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

EQUAL BENEFITS FOR DOMESTIC PARTNERS AFFIDAVIT

STATE OF FLORIDA

SS:

COUNTY OF Monroe)

I, the undersigned hereby duly sworn, depose and say that the firm Anchor Towing of 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: [Signature]

Sworn and subscribed before me this 5th day of May, 2021.

[Signature]

NOTARY PUBLIC, State of Florida at Large



My Commission Expires: 06/20/2022

City Ordinance Sec. 2-799

Requirements for City Contractors to Provide Equal Benefits for Domestic Partners

(a) **Definitions.** For purposes of this section only, the following definitions shall apply:

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

The cash equivalents of the following benefits apply:

- a. For bereavement leave, cash payment for the number of days that would be allowed as paid time off for the death of a spouse. Cash payment would be in the form of the wages of the domestic partner employee for the number of days allowed.
 - b. For health benefits, the cost to the contractor of the contractor's share of the single monthly premiums that are being paid for the domestic partner employee, to be paid on a regular basis while the domestic partner employee maintains such insurance in force for himself or herself.
 - c. For family medical leave, cash payment for the number of days that would be allowed as time off for an employee to care for a spouse who has a serious health condition. Cash payment would be in the form of the wages of the domestic partner employee for the number of days allowed.
- (4) **Contract** means any written agreement, purchase order, standing order or similar instrument entered into pursuant to the award of a bid whereby the city is committed to expend or does expend funds in return for work, labor, professional services, consulting services, supplies, equipment, materials, construction, construction related services or any combination of the foregoing.
 - (5) **Contractor** means any person or persons, sole proprietorship, partnership, joint venture, corporation, or other form of doing business, that is awarded a bid and enters into a covered contract with the city, and which maintains five (5) or more full-time employees.
 - (6) **Covered contract** means a contract between the city and a contractor awarded subsequent to the date when this section becomes effective valued at over twenty thousand dollars (\$20,000).
 - (7) **Domestic partner** shall mean any two adults of the same or different sex, who have registered as domestic partners with a governmental body pursuant to state or local law authorizing such registration, or with an internal registry maintained by the employer of at least one of the domestic partners. A contractor may institute an

internal registry to allow for the provision of equal benefits to employees with domestic partner who do not register their partnerships pursuant to a governmental body authorizing such registration, or who are located in a jurisdiction where no such governmental domestic partnership registry exists. A contractor that institutes such registry shall not impose criteria for registration that are more stringent than those required for domestic partnership registration by the City of Key West pursuant to Chapter 38, Article V of the Key West Code of Ordinances.

- (8) Equal benefits mean the equality of benefits between employees with spouses and employees with domestic partners, and/or between spouses of employees and domestic partners of employees.

(b) Equal benefits requirements.

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

- (c) Mandatory contract provisions pertaining to equal benefits.** Unless otherwise exempt, every covered contract shall contain language that obligates the contractor to comply with the applicable provisions of this section. The language shall include provisions for the following:

- (1) During the performance of the covered contract, the contractor certifies and represents that it will comply with this section.
- (2) The failure of the contractor to comply with this section will be deemed to be a material breach of the covered contract.
- (3) If the contractor fails to comply with this section, the city may terminate the covered contract and all monies due or to become due under the covered contract may be retained by the city. The city may also pursue any and all other remedies at law or in equity for any breach.
- (4) If the city manager or his designee determines that a contractor has set up or used its contracting entity for the purpose of evading the requirements of this section, the city may terminate the covered contract.

(d) Enforcement. If the contractor fails to comply with the provisions of this section:

- (1) The failure to comply may be deemed to be a material breach of the covered contract; or
- (2) The city may terminate the covered contract; or
- (3) Monies due or to become due under the covered contract may be retained by the city until compliance is achieved; or
- (4) The city may also pursue any and all other remedies at law or in equity for any breach;
- (5) Failure to comply with this section may also subject contractor to the procedures set forth in Division 5 of this article, entitled "Debarment of contractors from city work."

(e) Exceptions and waivers.

The provisions of this section shall not apply where:

- (1) The contractor does not provide benefits to employees' spouses.
- (2) The contractor is a religious organization, association, society or any non-profit charitable or educational institution or organization operated, supervised or controlled by or in conjunction with a religious organization, association or society.
- (3) The contractor is a governmental entity.
- (4) The sale or lease of city property.
- (5) The provision of this section would violate grant requirement, the laws, rules or regulations of federal or state law (for example, the acquisition services procured pursuant to Chapter 287.055, Florida Statutes known as the "Consultants' Competitive Negotiation Act").
- (6) Provided that the contractor does not discriminate in the provision of benefits, a contractor may also comply with this section by providing an employee with the cash equivalent of such benefits, if the city manager or his/her designee determines that either:
 - a. The contractor has made a reasonable yet unsuccessful effort to provide equal benefits. The contractor shall provide the city manager or his/her designee with sufficient proof of such inability to provide such benefit or benefits which shall include the measures taken to provide

such benefits or benefits and the cash equivalent proposed, along with its certificate of compliance, as is required under this section.

(7) The city commission waives compliance of this section in the best interest of the city, including but not limited to the following circumstances:

- a. The covered contract is necessary to respond to an emergency.
- b. Where only one bid response is received.
- c. Where more than one bid response is received, but the bids demonstrate that none of the bidders can comply with the requirements of this section.

(f) City's authority to cancel contract. Nothing in this section shall be construed to limit the city's authority to cancel or terminate a contract, deny or withdraw approval to perform a subcontract or provide supplies, issue a non-responsibility finding, issue a non-responsiveness finding, deny a person or entity prequalification, or otherwise deny a person or entity city business.

(g) Timing of application. This section shall be applicable only to covered contracts awarded pursuant to bids which are after the date when this section becomes effective.

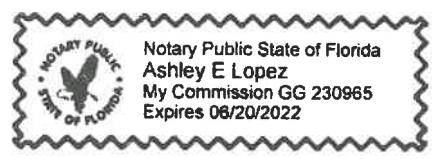
NON-COLLUSION AFFIDAVIT


STATE OF FLORIDA)
 :
SS COUNTY OF MONROE)

I, the undersigned hereby declares that the only persons or parties interested in this Proposal are those named herein, that this Proposal is, in all respects, fair and without fraud, that it is made without collusion with any official of the Owner, and that the Proposal is made without any connection or collusion with any person submitting another Proposal on this Contract.

By: 

Sworn and subscribed before me this
5th day of May, 2021, 2020.





NOTARY PUBLIC, State of Florida at Large

My Commission Expires: 06/20/2022

ANTI-KICKBACK AFFIDAVIT

STATE OF Florida)


: SS

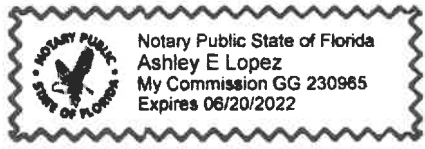
COUNTY OF Monroe)

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

By: 

Sworn and subscribed before me this 5th day of May 2021


NOTARY PUBLIC, State of Florida at Large



My Commission Expires: 06/20/2022

—

**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 OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid or Proposal for Anchor Towing

2. This sworn statement is submitted by Anchor Towing
(name of entity submitting sworn statement)

whose business address is 189 US Highway 1
Key West, FL 33040

and (if applicable) its Federal Employer Identification Number (FEIN) is 65-0787285

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement _____)

3. My name is Rumelen Czernik-Jesterz
(please print name of individual signing)

and my relationship to the entity named above is owner

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 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 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, 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.)

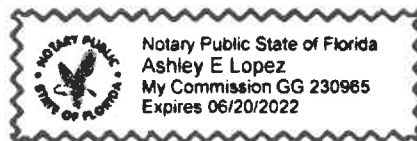
_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the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

Ashley E. Lopez
(signature)

May 5, 2021
(date)

STATE OF Florida



COUNTY OF Manatee

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

____ who, after first being sworn by me, affixed his/her
(name of individual signing)

signature in the space provided above on this 5th day of May, 2021

My commission expires:

06/20/2022

[Handwritten Signature]
NOTARY PUBLIC

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 "indemnitees") 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 indemnitees 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: 189 US Highway 1 Key West, FL 33040 SEAL:
Address

Signature

Rumelen Czernik Jesterz
Print Name

owner
Title

DATE: May 5, 2021

Exhibit C

C.F.R. 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses

Requirements under the Uniform Rules. A non-Federal entity's contracts must contain the applicable contract clauses described in Appendix II to the Uniform Rules (Contract Provisions for non-Federal Entity Contracts Under Federal Awards), which are set forth below. 2 C.F.R. 200.326. For some of the required clauses we have included sample language or a reference a non-Federal entity can go to find sample language. Please be aware that this is sample language only and that the Non-Federal entity alone is responsible ensuring that all language included in their contracts meets the requirements of 2 C.F.R. 200.326 and 2 C.F.R. Part 200, Appendix II. We do not include sample language for certain required clauses (remedies, termination for cause and convenience, changes) as these must necessarily be written based on the Non-Federal entity's own procedures in that area.

1. Remedies.

a. Standard: Contracts for more than the simplified acquisition threshold (\$150,000) must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms and provide for such sanctions and penalties as appropriate. See 2 C.F.R. Part 200, Appendix II, A.

b. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.

2. Termination for Cause and Convenience.

a. All contracts in excess of \$10,000 must address termination for cause and for convenience by the Non-Federal entity including how it will be affected and the basis for settlement. See 2 C.F.R. Part 200, Appendix II, B.

b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

3. Equal Employment Opportunity.

a. Standard. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. 601 .3 must include the equal opportunity clause provided under 41 C.F.R. 601 .4(b), in accordance with Executive Order 11246, Equal Employment Opportunity (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, Amending Executive Order 11246 Relating to Equal Employment Opportunity, and implementing regulations at 41

C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II, C.

b. Key Definitions.

(1) Federally Assisted Construction Contract. The regulation at 41 C.F.R. 60-1.3 defines a "federally assisted construction contract" as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

(2) Construction Work. The regulation at 41 C.F.R. 60-1.3 defines "construction work" as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

c. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

d. The regulation at 41 C.F.R. Part 60-1.4 requires the insertion of the following contract clause: _____ of During the performance this contract, the contractor agrees as follows:

(I) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section,

and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant there to, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (I) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may

request the United States to enter into such litigation to protect the interests of the United States.

4. Davis Bacon Act and Copeland Anti-Kickback Act.

a. Applicability of Davis-Bacon Act. The Davis-Bacon Act only applies to the emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. It does not apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.

b. All prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40

U.S.C. 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction)). See 2 C.F.R. Part 200, Appendix II, D.

c. In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.

d. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

e. In contracts subject to the Davis-Bacon Act, the contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3

(Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti-Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA.

f. The regulation at 29 C.F.R. 5.5(a) does provide the required contract clause that applies to compliance with both the Davis-Bacon and Copeland Acts. However, as discussed in the

previous subsection, the Davis-Bacon Act does not apply to Public Assistance recipients and subrecipients. In situations where. the Pavis-Bacon Act However for purposes of grant

Programs where both clauses do apply. FEMA requires the following contract clause:

"Compliance with the Copeland "Anti-Kickback" Act.

(1) Contractor. The contractor shall comply with 18 U.S.C. 874, 40 U.S.C. 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

(2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all these contract clauses.

(3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R., 5.12.

5. Contract Work Hours and Safety Standards Act.

a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.

b. Where applicable (See 40 U.S.C. 3701), all contracts awarded by the Non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II, E.

c. Under 40 U.S.C. 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

d. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

e. The regulation at 29 C.F.R. 5.5(b) provides the required contract clause concerning compliance with the Contract Work Hours and Safety Standards Act: Compliance with the Contract Work Hours and Safety Standards Act.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation: liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work

done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible

for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section."

6. Rights to Inventions Made Under a Contract or Agreement.

a. Stafford Act Disaster Grants. This requirement does not apply to the Public

Assistance. Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households — Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of "funding agreement."

b. If the FEMA award meets the definition of "funding agreement" under 37 C.F.R.

401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the Non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II, F.

c. The regulation at 37 C.F.R. 401.2(a) currently defines "funding agreement" as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

7. Clean Air Act and the Federal Water Pollution Control Act. Contracts of amounts in excess of \$150,000 must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II, G.

a. The following provides a sample contract clause concerning compliance for contracts of amounts in excess of \$ 150,000:

"Clean Air Act

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. 7401 et seq.

(2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part-with Federal assistance provided by FEMA."

8. Debarment and Suspension.

a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.

b. Non-federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension).

c. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible

for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II, H; and Procurement Guidance for Recipients and Subrecipients

Under 2 C.F.R. Part 200 (Uniform Rules): Supplement to the Public Assistance Procurement Disaster Assistance Team (PDA T) Field Manual Chapter IV, 6.d, and Appendix C, 2 [hereinafter PDA T Supplement]. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. 180.530; PDAT Supplement, Chapter IV, 6.d and Appendix C, 2.

d. In general, an "excluded" party cannot receive a Federal grant award or a contract within the meaning of a "covered transaction," to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a "covered transaction," which is any non-procurement transaction (unless excepted) at either a "primary" or "secondary" tier. Although "covered transactions" do not include contracts awarded by the Federal Government for purposes of the non-procurement common rule and DHS's implementing regulations, it does include some contracts awarded by recipients and subrecipient.

e. Specifically, a covered transaction includes the following contracts for goods or services:

(1) The contract is awarded by a recipient or subrecipient in the amount of at least \$25,000.

(2) The contract requires the approval of FEMA, regardless of amount.

(3) The contract is for federally required audit services.

(4) A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of \$25,000.

d. The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified:

"Suspension and Debarment

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. S 180.995), or its affiliates (defined at 2 C.F.R. 180.905) are excluded

(defined at 2 C.F.R. S 180.940) or disqualified (defined at 2 C.F.R. 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters.

(3) This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions..

9. Byrd Anti-Lobbying Amendment.

a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.

b. Contractors that apply or bid for an award of \$100,000 or more must file the required certification. See 2 C.F.R. Part 200, Appendix II, I; 44 C.F.R. Part 18; PDAT Supplement, Chapter IV, 6.c; Appendix C, 4.

c. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. See PDA T Supplement, Chapter IV, 6.c and Appendix C, 4.

d. The following provides a Byrd Anti-Lobbying contract clause:

"Byrd Anti-Lobbying Amendment. 31 U.S.C. 1352 (as amended)

Contractors who apply or bid for an award of \$ or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used

Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient."

APPENDIX A, 44 C.F.R. PART 18 - CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding \$100,000)

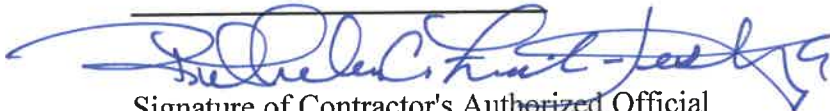
The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

- I. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering this transaction imposed by 31, U.S.C. 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than 10,000 and not more than \$1000,000 for each such failure.

The Contractor, _____ certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the

Contractor understands and agrees that the provisions of 31 U.S.C. 3801 et seq., apply to this certification and disclosure, if any.


Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

10. Procurement of Recovered Materials.

a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.

b. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. 6962). See 2 C.F.R. Part 200, Appendix II, J; 2 C.F.R. 200.322; PDAT Supplement, Chapter V, 7.

c. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$1 procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

d. The following provides the clause that a state agency or agency of a political subdivision of a state and its contractors can include in contracts meeting the above contract thresholds:

(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired—

(i) Competitively within a timeframe providing for compliance with the contract performance schedule.

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

(2) Information about this requirement, along with the list of EPA designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program>."

11. Additional FEMA Requirements.

a. The Uniform Rules authorize FEMA to require additional provisions for non-Federal entity contracts. FEMA, pursuant to this authority, requires or recommends the following:

b. Changes.

To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

c. Access to Records.

All non-Federal entities must place into their contracts a provision that all contractors and their successors, transferees, assignees, and subcontractors acknowledge and agree to comply with applicable provisions governing Department and FEMA access to records, accounts, documents, information, facilities, and staff. See DHS Standard Terms and Conditions, v 3.0, XXVI (2013).

d. The following provides a contract clause regarding access to records:

"Access to Records. The following access to records requirements apply to this contract:

(I) The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this

contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract."

12. DHS Seal, Logo and Flags.

a. All non-Federal entities must place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. See DHS Standard Terms and Conditions, v 3.0, XXV (2013).

b. The following provides a contract clause regarding DHS Seal, Logo, and Flags: "The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval."

13. Compliance with Federal Law, Regulations, and Executive Orders.

a. All non-Federal entities must place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable federal law, regulations, executive orders, and FEMA policies, procedures, and directives.

b. The following provides a contract clause regarding Compliance with Federal

Law, Regulations, and Executive Orders: "This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The

contractor

executive will comply will all applicable federal law, regulations, orders, FEMA policies, procedures, and directives."

14. No Obligation by Federal Government.

a. The non-Federal entity must include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity,

contractor, or any other party pertaining to any matter resulting from the contract.

b. The following provides a contract clause regarding no obligation by the Federal Government: "The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract."

15. Program Fraud and False or Fraudulent Statements or Related Acts.

- a. The Non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

The following provides a contract clause regarding Fraud and False or Fraudulent or Related Acts: "The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False

Claims and Statements) applies to the contractor's actions pertaining to this contract

