



BEN FRANKLIN TRANSIT
REQUEST FOR PROPOSALS
COMPACTING TRASH RECEPTACLES
RFP 20-13

RFP Schedule Dates:

RFP release date:	5/11/2020
Pre-Proposal Conference Call	5/20/20 – 10:00 AM (PDT)
Questions or Clarifications Request	5/29/2020 – no later than 2:00 PM (PDT)
Proposal Due date:	6/9/2020 - no later than 2:00 PM (PDT)
Estimated Recommendation for Award:	6/30/2020

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SECTION I. PROPOSAL INFORMATION

1. INTRODUCTION/INFORMATION

Ben Franklin Transit, (hereinafter referred to as BFT), a municipal corporation of the State of Washington, located at 1000 Columbia Park Trail, Richland, WA 99352, is soliciting proposals from qualified firms to provide solar powered, compacting trash receptacles for its Transit Centers.

Proposals are due No Later Than 2:00 PM (PDT) on 6/9/2020.

Questions regarding RFP 20-13 should be directed to:

Lisa Mann, Procurement Analyst, lmann@bft.org

Phone: (509) 734-5114 Fax: (509) 735-9880.

Pre-Proposal Conference Call

On **5/20/2020 at 10:00 AM (PDT)**, meeting will be a teleconference for Contractors to ask questions. The dial in number is 1-253-527-1980, Pin number: 55497.

Disadvantaged Business Participation

BFT promotes equal employment opportunity and maximum practicable opportunity participation by Disadvantaged Business Enterprises certified by the State of Washington office of Minority and Women-Owned Business Enterprises in its Contracts.

Equal Employment Opportunity

Contractor is required to comply with all applicable Equal Employment Opportunity laws and regulations.

Ineligible Contractors

Contractor is required to certify that they or their Subcontractors are not on the Comptroller General's list of ineligible Contractors.

Rejection and Waiver

BFT reserves the right to reject any or all proposals and to waive informalities and minor irregularities in offers received. This Request for Proposal 20-13 may be cancelled at any time and any and all proposals may be rejected in whole or in part when it is in the best interest of BFT.

Questions or Clarifications Request deadline

All questions and clarifications must be submitted in writing by **2:00 PM (PDT) on 5/29/2020**. The deadline is required to give BFT staff ample time to answer questions and provide the information to interested Contractors before RFP due date.

2. SCOPE OF WORK

BFT is seeking proposals to purchase 32-gallon high capacity solar compacting waste receptacles with remote monitoring software platform for existing Transit Centers. These units will be installed outdoors on existing concrete at the Transit Centers. BFT is currently updating Transit Centers and will purchase a minimum of three (3) and have the option to purchase up to thirty-five (35) solar powered compacting trash receptacles.

General Specifications for Trash Receptacles:

1. Construction:
 - a. Galvanized sheet metal, steel interior and exterior construction.
 - b. Powder-coat finish on exterior, as specified by BFT contract award.
 - c. Locks on all access doors (keyed alike).
 - d. BAR Style Wheeled Lift Bin
 - e. Mounting brackets to secure to concrete.
 - f. Foot pedal for hands-free operation of hopper.
 - g. Polycarbonate protection of solar panel.
 - h. Fused circuit board and batter cable.
 - i. LED status indicator.
2. Energy Management for compacting units:
 - a. Solar panel of at least 40 watts.
 - b. When solar energy availability is low, the receptacle must have the ability to skip compaction cycles in order to maintain data communications and other functionality, without user intervention, to protect battery until solar charging can be restored.
3. Public Safety:
 - a. Hopper mechanism design must prevent any possibility of user reaching the compaction mechanism through any opening.
 - b. Redundant failsafe mechanisms on safety critical system elements. CE certification is desirable.
4. Monitoring Software System:
 - a. Ability to track bin locations, monitor fill levels, optimize collections routes, check battery levels in real time and provide data analytics reports.
 - b. System must allow remote monitoring of the units for alerts, inventory, updates and maintenance purposes.
5. Compaction Capacity:
 - a. To provide permanent, high-capacity compaction, compaction plate must be able to travel to within 9” of bottom of bin liner.
6. Provide BFT with a source for any ongoing product (liners or extra bins) needs.
7. Minimum, parts and labor, warranty of two (2) years
8. Minimum two (2) years software support.

3. PROPOSAL REQUIREMENTS

Contractor's proposal should be clear, concise, and provide detailed information concerning the Contractor's ability to successfully perform the obligations as described in the Scope of Work. All firms shall include the following documentation in the proposal package:

a) Cover Letter

Cover letter shall introduce the Contractor and establish interest in providing compacting trash receptacles that meet the requirement of BFT. An individual duly authorized to commit resources on behalf of the Contractor must sign the letter.

1. Experience Statement – Indicate how many years of experience Contractor has in the development and construction of compacting trash receptacles.
2. Describe when the firm was founded and provide a professional history of the firm and its principals.
3. Describe procedures in place that provide assurances that compacting trash receptacles will meet the needs of the intended use for BFT.
4. Provide a list of at least four (4) references, current or past customers; including company name, address, contact name, phone number, **current email address** that have purchased units similar to BFT's request.
5. Provide trash compactor details on construction (drawings and/or pictures) and any unique design/safety features that will help BFT evaluators in making a decision.

b) Appendix A Forms

- (A) Contract Price Proposal (Required)
- (B) Debarment, Suspension (Required)
- (D) Non-Collusion Affidavit (Required)
- (E) Statement of Qualifications (Required)
- (F) No-Participation

Proposal Delivery Requirements

Interested parties can submit via email (preferred method) one (1) complete set of their proposal, including all forms and required documentation, **No Later Than 2:00 PM (PDT), 6/9/2020.**

Or:

Contractors can provide four (4) **complete** sets of their proposal, including all forms and required documentation **No Later Than 2:00 PM (PDT), 6/9/2020.** All sets must be delivered or mailed, and must arrive at Ben Franklin Transit Administration offices, address located below:

BEN FRANKLIN TRANSIT
RFP 20-13
LISA MANN, PROCUREMENT ANALYST
1000 COLUMBIA PARK TRAIL
RICHLAND, WA 99352

*If your company would like to hand deliver the proposal please schedule an appointment in order to do so. Contact in Section 1. Introduction/Information.

Proposals shall be valid for ninety (90) days from proposal due date. Note: Proposals shall be sealed and BFT will not accept proposals via fax machine or other electronically transmitted means.

Cost of Proposal Preparation

The Contractor is responsible for all and any costs associated with preparation and/or delivery of the proposals and any and all incidental costs associated with the clarification, presentation, or amendment of the proposal. BFT does not expect the written proposals to be expensive or ostentatious.

Disposition of Late Proposals

It is the responsibility of the Contractor to ensure that proposals are received by the specified date and time. Proposals received after the specific deadline will not be accepted and will be returned unopened.

Withdrawal or Modification of Proposals

A modification to a proposal already received at BFT shall be considered only if the modification is requested prior to the date/time for the submittal of final proposals. All modifications shall be made in writing, executed and submitted in the same form and manner as the original proposal. Any modification of the proposal or quotation, except a modification resulting from BFT's request for a "best and final" offer, is subject to the same conditions.

Proposals may be withdrawn by written or fax request received from Contractor prior to the date/time for the submittal of final proposals. Proposals may be withdrawn in person by a Contractor or an authorized representative if the representative's identity is made known and the representative signs a receipt documenting the withdrawal of the proposal.

No Contractor may withdraw a proposal after the time and date for submittal of final proposals, unless the resulting Contract award is delayed for a period exceeding ninety (90) days from the deadline for receipt of proposals. BFT reserves the right to request that the Contractor grant an extension to the proposal validity period.

No consideration shall be given by BFT to a claim of error in a proposal unless written notice of error and supporting evidence of such claim, including cost breakdown sheets, are delivered to BFT within twenty-four (24) hours of the opening of proposals. Any review by BFT of a proposal and/or any review of such a claim of proposal error (including supporting evidence) imposes no duty or liability by BFT to discover any other error or mistake, and the sole liability for any proposal error or mistake rests with the Contractor.

Following is the tentative schedule for consultant selection and project initiation:

Release Request for Proposals	May 11, 2020
Pre-Proposal Conference Call	May 20, 2020 @ 10:00 AM
Deadline for approved Equals or Clarifications	May 29, 2020, No later than 2:00 PM (PDT)
Proposals Due	June 9, 2020, No later than 2:00 PM (PDT)
Est. Contract Award	June 30, 2020

Public Disclosure

- A. Except to the extent permitted by Washington State public disclosure laws RCW Chapter 42.56, BFT will regard proposals as public records which will be available for public inspection and/or copying following contract award, regardless of any markings or notices contained in the proposal documents. Information will not be released by BFT prior to contract award in order to protect the integrity of the procurement process, unless otherwise required by law. All proposals will remain confidential until a contract is awarded and fully executed by all parties involved.

- B. If a Contractor considers portions of its proposal to be protected under Washington State Law, the Contractor shall clearly identify and mark such portions as “CONFIDENTIAL” or “PROPRIETARY” and submit such portions in a sealed envelope separate from the rest of the proposal. Marking the entire proposal as confidential or proprietary will not be honored and such proposals may be rejected as non-responsive.

- C. If a member of the public or another competitor demands to review portions of a proposal marked “Confidential”, BFT will notify the affected Contractor of the request and the date that such records will be released, unless the Contractor obtains a court order enjoining that disclosure. It will be the responsibility of the Contractor to protect the confidentiality of any information submitted in the Proposal and the Contractor shall take such legal actions as it may determine to be necessary to protect its interest. If the Contractor has not commenced such actions within five (5) calendar days after receipt of the notice, BFT will make the requested portions available for review and copying by the public. The Contractor will assume all liability and responsibility for any information declared confidential and shall defend and hold BFT harmless for any cost, penalties, and/or fees (including reasonable attorney fees) incurred in any action regarding the disclosure of said information. BFT assumes no responsibility or liability for any losses or damages which may result from the information contained in the proposal.

- D. By submitting a proposal, the Contractor has thereby agreed to the provision of this section.

4. PROPOSAL EVALUATION

BFT will establish a committee, consisting of staff members, who will evaluate the proposals on the experience and judgment of each member of the committee and any other experts or consultants the committee may choose. All aspects of the evaluations and any negotiations, including documentation, correspondence and meetings, will be kept confidential by the Evaluation Committee. No information regarding any proposal or its evaluation will be discussed with other firms until after contract award.

BFT **may** require the selected Contractor to participate in contract negotiations. BFT's requirement that the selected Contractor(s) negotiate is not a commitment by BFT to award a contract. Time is of the essence, if BFT determines that it is unable to reach an acceptable contract with the selected Contractor, including failure to agree on a fair and reasonable cost proposal for providing solar powered compacting trash receptacles or any other terms or conditions, the Procurement Manager may ask the General Manager to terminate negotiations with the selected Contractor(s), and to negotiate with any of the other qualified Contractor(s), until such time as BFT has negotiated a contract meeting its needs.

BFT reserves the right to seek clarification of any information that is submitted by any Contractor in any portion of its proposal or to request additional information at any time during the evaluation process. Any material misrepresentation made by a Contractor may void the proposal and eliminate the Contractor from further consideration.

BFT reserves the right to enlist independent consulting services to assist with the evaluation of all or any portion of the Proposal responses as it deems necessary.

Evaluation Criteria	Points
Receptacle design & quality of which meets or exceeds the requirements of BFT's needs.	35
Competitiveness of cost proposal	25
Ease of assembly, installation, and serviceability by BFT staff	20
Contractors qualifications and references	15
RFP compliance/quality of proposal	5
Total	100

SELECTION PROCESS

An evaluation team shall review the proposals, discuss, and rank the proposals according to the evaluation criteria. **Contractor will not be told of their rankings among other Contractors.** These evaluation scores will be combined for a total possible score of 100. BFT may choose to require BEST AND FINAL OFFERS regarding this RFP. BFT may negotiate with any or all Contractors to arrive at a contract for the performance of the work. BFT reserves the right to select the Contractor based on the initial proposals submitted.

Proposals will not be publicly opened and will be kept strictly confidential until Contract is awarded.

5. SINGLE PROPOSAL PROCESS

If only a single proposal is received, BFT may request that the Contractor provide verification of cost/price reasonableness, which may include but is not limited to: a cost analysis or a price comparison between the proposed price and that of similar items, materials, supplies, and/or services to confirm that the proposal submitted price is fair and reasonable. If requested, the Contractor shall provide the cost analysis or price comparison within seven (7) calendar days of the date requested. BFT reserves the right to reject or accept the proposal submitted on the basis of verification of price reasonableness.

6. AWARD

BFT shall evaluate all proposals submitted and determine which proposal submittal is in the best interest of the agency. BFT at its sole discretion reserves the right to accept or reject any and/or all proposals submitted and to waive minor informalities and irregularities to serve the best interest of BFT. These services are intended to be awarded as one package; BFT reserves the right to award to a single Contractor in the best interest of BFT. BFT may enter into a contract with the successful Qualifier within ninety (90) days of the closing date or may extend this time frame or exercise the right to reject all proposals.

7. PROCUREMENT PROTEST PROCEDURE

- A. Vendors and/or taxpayers wishing to protest the legitimacy of any type of procurement action outlined in this manual must submit their pre-award Notice of Protest in writing no less than eight (8) working days before the proposal opening date. Such protestors wishing to protest a Contract award must submit their Notice of Protest in writing no more than seven (7) calendar days after the Award of Contract.
- B. The Notice of Protest process:
 - a) The Notice of Protest shall state in detail all issues and facts applicable to the protest. Issues and facts not stated in the Notice of Protest will not be considered.

- b) A meeting(s) will be called within three (3) working days of receipt of the protest and will include representatives from BFT and the protesting party to discuss the issue related to the protest. The protest meeting may be held in person, or by teleconference.
 - c) A final determination will be made by the BFT General Manager within three (3) working days of the final meeting and the protestor shall be notified of the decision in writing by the Authority by regular mail.
 - d) The General Manager may, at his sole discretion, extend the limits of the timeline outlined above.
 - e) The decision of the General Manager shall be final. Any appeal of the Manager's decision will be governed by FTA, if applicable.
 - f) Failure of the protestor to specify their objections in writing and in accordance with the specified time deadlines shall constitute a waiver of all right to protest.
- C. This protest procedure shall be made known to all prospective Contractors and is included or referenced in the requirement section of all solicitation documents.
- D. All communications with the parties involved, including BFT staff or board members concerning protest, shall be in writing, and will be open for public inspection. BFT shall be responsible for compiling and maintaining the written protest record.
- E. FTA may entertain a protest that alleges that BFT has failed to have or to follow written protest procedures. Such protest must be filed with FTA no later than five (5) days after the Manager has rendered his final decision or five (5) days after the protestor knows or has reason to know that the Manager has failed to render his final decision. Such protest to FTA must be filed in accordance with FTA Circular 4220.1F, as periodically updated.
- F. When a protest has been timely filed with BFT before award, BFT shall not make an award prior to five (5) days after the resolution of the protest, or if a protest has been filed with FTA, during the pending of that protest, unless BFT determines that:
- a) The items to be procured are urgently required;
 - b) Delivery or performance will be unduly delayed by failure to make the award promptly; or
 - c) Failure to make prompt award will otherwise cause undue harm to BFT or the Federal Government.

In the event BFT determines that the award is to be made during the five (5) day period following the local protest decision or the pending of protest, BFT shall notify FTA prior to making such award. FTA will not review the sufficiency of BFT's determination to award during the pending of protest prior to FTA's proposal protest decision. FTA reserves the right not to participate in the funding of any contract awarded during the pending of protest.

SECTION II. CONTRACT TERMS AND CONDITIONS INCLUDING FTA PROVISIONS

8. PERFORMANCE

- a) The Contractor will supply compacting trash receptacles, provide technical support and the proper execution of performance described in Scope of Work. The Contractor's proposal is a part of this contract and describes the service provided.
- b) All performance must be done in strict accordance with the contract documents, including RFP 20-13, Cost proposal and any Addenda.
- c) The Contractor agrees to comply with all applicable provisions and the most recent amendments of state and local laws and regulations.

9. PAYMENT

BFT shall pay the Contractor, upon completion of the scope of work agreed to by both parties, submission of proper invoice, the prices stipulated in this contract for services rendered and accepted, less any deductions provided in this contract.

Payments Due. Services will be invoiced no more than once per month and due thirty (30) days after receipt of an invoice.

Interest on Past Due. Any amounts due in connection with this Agreement which is past due will incur finance charges at the rate of one-half of one percent per month (6% APR). Contractor will provide an invoice on Contractor's letterhead for goods or services received. Each invoice will be numbered and will include the following information:

- a. Contractor's name and address
- b. Contractor's remittance address (if different from "a" above)
- c. Description of items provided
- d. Contract or P.O.

Invoices and support documentation are to be addressed to:

Ben Franklin Transit
Attention: Accounts Payable
1000 Columbia Park Trail
Richland, WA 99352

10. CONFLICT OF INTEREST AND NON-COMPETITIVE PRACTICE

A. Conflict of Interest

Contractor agrees that it has no direct or indirect pecuniary or proprietary interest, and that it shall not acquire any such interest, which conflicts in any manner or degree with the services required to be performed under this contract and that it shall not

employ any person or agent having any such interest. In the event that the Contractor or its agents, employees or representatives hereafter acquire such a conflict of interest, it shall immediately disclose such interest to BFT and take action immediately to eliminate the conflict or to withdraw from this contract, as BFT may require.

B. Contingent Fees and Gratuities

1. Contractor agrees that no person or selling agency except bona fide employees or designated agents or representatives of Contractor have been employed or trained to solicit or secure this contract with an agreement or understanding that a commission, percentage, brokerage, or contingent fee would be paid; and
2. That no gratuities, in the form of entertainment, gifts or otherwise, were offered or given by Contractor or any of its agents, employees or representatives to any official, member or employee of BFT or other government agency with a view toward securing this contract or securing favorable treatment with respect to the awarding or amending, or the making of any determination with respect to the performance of this contract.

11. TERM OF CONTRACT & PRICE CHANGES

The Contract shall be for an initial two (2) year period with an option to extend up to an additional one (1) year. Contract shall not exceed \$100,000.00 during the term of the contract period and will terminate at the time it exceeds \$100,000. BFT Board of Directors may approve additional funding above the \$100,000.00 limit. If the Contract is renewed, the same terms and conditions shall apply. The Contract term shall begin on the date the Contract is executed by both parties. Rates shall remain the same the first (1) year, thereafter, price changes will be based off the Consumer Price Index (CPI).

Price changes on year two (2) will be based on the Consumer Price Index (CPI) listed below and option year three (3) will be based on the same Consumer Price Index. The following procedure will be followed: price increases or decreases shall become effective on the 1st day of the extended agreement renewal date. The change in pricing will be changed annually based upon the Consumer Price Index Series Id: CUUR0400SA0, All items in US city average, all urban consumers, not seasonally adjusted, Item: All items. All fees and services charges will be increased or decrease by the change in the CPI.

Example below, showing the CPI for period of 13 months (March to March).

Consumer Price Index – All Items

12-Month Percent Change
Series Id: CUUR0400SA0
Not Seasonally Adjusted
Group: All items in US city average, all urban consumers, not seasonally adjusted
Item: All items
Base Date: 1982-84=100

Year	March
2019	1.9
2020	1.5

P: Preliminary. All indexes are subject to revision four months after original publication.

Price changes for any other justifiable reason will be considered on a case-by-case basis and be decided by BFT’s General Manager.

12. NOTICE OF IMPAIRED PERFORMANCE

- A. Whenever an actual or potential event such as a labor dispute, act of God, change in BFT’s business or any other event is impairing the performance of the Contract, BFT will immediately give notice thereof including all relevant information with respect thereto.
- B. If Contractor's performance of any obligation to Customer is delayed or made impossible or commercially impracticable due to any cause beyond Contractor's reasonable control (including, without limitation, acts of God, labor disputes, compliance with government regulations, equipment failure, shortages in transportation, inability to obtain labor or raw materials, or delays in the performance of Contractor's suppliers or subcontractors), Contractor will have such additional time within which to furnish the compacting trash receptacles and services as may be reasonably necessary under the circumstances

13. INDEPENDENT CONTRACTOR

- A. The parties intend that an independent relationship will be created by this Contract. BFT is interested primarily in the results to be achieved; the implementation of services will lie solely with Contractor. No agent, employee, servant or representative of Contractor shall be deemed to be an employee, agent, servant or representative of BFT for any purpose, and the employees of Contractor are not entitled to any of the benefits BFT provides to its employees. Contractor will be solely and entirely responsible for its acts and for the acts of its agents, servants, subcontractors or representatives during the performance of this Contract.
- B. In the performance of the services herein contemplated, Contractor is an independent Contractor with the authority to control and direct the performance of the details of the work. However, the results of the work contemplated herein must

meet the approval of BFT and shall be subject to BFT'S general rights of inspection and review to secure the satisfactory completion thereof.

14. ACCESS TO RECORDS AND AUDITS

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.

Contractor shall maintain books, accounts, records, documents, and other evidence pertaining to the costs and expenses allowable under this Contract in accordance with generally accepted accounting practices.

Also, all such books of accounts and records required to be maintained by this Contract shall be subject to inspection and audit by representatives of BFT and of the Washington State Auditor at all times and Contractor shall afford the proper facilities for such inspection and audit. Such books of account and records may be copied by BFT where necessary to conduct or document an audit.

15. FEDERAL/STATE AND LOCAL TAXES

BFT is NOT exempt from Washington State Sales Tax. The Contractor shall be responsible to pay all taxes associated with the project, including but not limited to:

State Utility Tax
State Sales and Use Tax on vehicles and other equipment
State B & O Tax

16. LEGAL REMEDIES

This Contract shall be construed in accordance with the laws of the State of Washington, and in any disputes arising under the terms of, or in connection with this Contract, both parties agree that venue shall be in the courts of Benton County in the State of Washington.

17. COORDINATION OF THE WORK

BFT designates Shane Anderson, Facilities Manager or his designee as its representative authorized to act on its behalf in the direction of the work under this Contract. This authority does not extend to issuing directives outside the scope of or contradictory to the provisions of this Contract.

Contractor shall designate a representative to act on its behalf. Said representative shall have full authority to direct all affairs with respect to the work performed under this Contract.

18. ASSIGNMENT AND/OR SUBCONTRACTING

BFT and Contractor, each for himself, binds himself, his principals, successors, assigns and legal representatives of such party in respect of all covenants of this Contract. This Contract and all obligations arising thereunder shall not be sold, assigned or transferred by either party without the previous consent in writing of the other party to this Contract.

The performance of all activities contemplated by this Contract shall be accomplished personally by Contractor, persons and Sub-Contractors identified in the submittal. Contractor shall not assign or subcontract performance to others unless specifically authorized in writing by BFT in advance. All terms and conditions of this Contract shall apply to any approved subcontract or assignment related to this Contract.

19. SEVERABILITY

Should any part, term or provision of this Contract be decided by the courts to be illegal or in conflict with any applicable statute or regulation, the validity of the remaining portions shall not be affected thereby.

20. SUSPENSION OF WORK

BFT may order the Contractor in writing to suspend, delay, or interrupt all or any part of the Contract for such period of time as it may determine to be appropriate for the convenience of BFT.

If the performance of all or any part of the Contract is for an unreasonable period of time suspended, delayed, or interrupted by an act of BFT in the administration of this Contract, or by BFT's failure to act within the time specified in the Contract, an adjustment will be made for any necessary increases in the cost or time of performance of the Contract (excluding profit) and the Contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay or interruption to the extent:

- 1) That performance would have been so suspended, delayed or interrupted by another cause, including the fault or negligence of the Contractor; or
- 2) For which an equitable adjustment is provided for or excluded under any other provision of the Contract.

No claim under this Section shall be allowed:

- 1) For any cost incurred more than twenty (20) days before the Contractor's notification to BFT, in writing, of the particular act or failure to act upon which the claim is based; or
- 2) Unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of such suspension, delay, or interruption, but not later than the date of final payment under the Contract.

21. TERMINATION OF CONTRACT

Termination for Convenience or Default

BFT may terminate this contract in whole or in part, for BFT convenience; BFT budget changes or because of the failure of the Contractor to fulfill any/all contractual obligations. BFT shall terminate by delivering to the Contractor a Notice of Termination, ten (10) days prior to termination, specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the BFT Procurement Representative all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process.

If the termination is for the convenience of BFT, BFT shall allow final payment to the Contractor to include compensation for services performed prior to the effective date and time of termination.

If the termination is for failure of the Contractor to fulfill the contract obligations, except as otherwise provided herein, Contractor will be compensated for work satisfactorily performed prior to the effective date and time of termination.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of BFT.

- A. Opportunity to Cure**, BFT in its sole discretion may, in the case of a termination for breach or default, allow the Contractor **ten (10) business days** in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions.

If Contractor fails to remedy to BFT's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within **ten (10) business days** after receipt by Contractor of written notice from BFT setting forth the nature of said breach or default, BFT shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude BFT from also pursuing all available remedies against Contractor and its sureties for said breach or default.

- B. Waiver of Remedies for any Breach**, In the event that BFT elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by BFT shall not limit BFT's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

22. NON-DISCRIMINATION ASSURANCES

The Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall enforce all applicable requirements of 49 CFR part 26 in the award and administration of Department of Transportation-assisted

contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or other such remedy as BFT deems appropriate.

23. DISADVANTAGED BUSINESS ENTERPRISE GOALS

- A. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency's overall goal for DBE participation is less than 4%. A separate contract goal of DBE participation has not been established for this procurement.
- B. The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as BFT deems appropriate. Each subcontract the Contractor signs with a subcontractor must include the assurance in this paragraph (*see* 49 CFR 26.13(b)).

24. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

Pursuant to Executive Order 12549 and federal regulations in 49 CFR 29, entities and individuals who are debarred or suspended by the federal government are excluded from obtaining federal assistance funds under this contract. To assure that such entities and individuals are not involved as participants on this FTA-financed contract, each Contractor shall complete and submit, as part of its proposal, the certification contained with the attached forms for itself and its principals. The inability of a Contractor to provide a certification will not necessarily result in denial of consideration for contract award. The certification is a material representation of fact upon which reliance is placed in determination of award of contract. If at any time the Contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances, it shall immediately provide written notice to BFT. If it is later determined that the Contractor knowingly rendered an erroneous certification or failed to notify BFT immediately of circumstances which made the original certification no longer valid, BFT may disqualify the Contractor. If it is later determined that the Contractor knowingly rendered an erroneous certification or failed to notify BFT immediately of circumstances which made the original certification no longer valid, BFT may terminate the contract, in addition to other remedies available including FTA suspension and/or debarment.

**25. SUBCONTRACTOR CERTIFICATION REGARDING DEBARMENT
SUSPENSION OR INELIGIBILITY**

By submitting a proposal for this contract, the Contractor agrees that should it be awarded the contract, it shall not knowingly enter into any subcontract exceeding \$25,000 with an entity or person who is debarred, suspended, or who has been declared ineligible from obtaining federal assistance funds; and shall require each Sub-Contractor to complete the certification provided.

Each subcontract, regardless of tier, shall contain a provision that the Sub-Contractor shall not knowingly enter into any lower tier subcontract with a person or entity who is debarred, suspended or declared ineligible from obtaining federal assistance funds, and a provision requiring each lower-tiered Sub-Contractor to provide the corresponding certification.

26. BREACHES AND DISPUTE RESOLUTION

Disputes:

Disputes arising from the performance of the Contract which are not resolved by agreement of the parties shall be decided in writing by the Administration Service Manager of BFT. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to BFT's General Manager. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. Unless litigation is thereafter commenced in a court of competent jurisdiction, the decision of BFT's General Manager shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance During Dispute:

Unless otherwise directed by BFT, Contractor shall continue performance under the Contract while matters in dispute are being resolved.

Claims for Damages:

Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the other party or of any of his employees, agents or others for whose act he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Rights and Remedies:

The duties and obligations imposed by the Contract documents and the rights and remedies there under shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by BFT or the Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach there under, except as may be specifically agreed in writing.

27. STATE AND LOCAL LAW DISCLAIMER

The use of many of the suggested clauses are not governed by Federal Law but are significantly affected by State Law. Washington State and Federal Jurisprudence if applicable to conflict of Laws shall apply.

28. SAFEGUARDING CLIENT INFORMATION

Contractor agrees that during the term of this agreement, confidential information obtained from BFT shall not be disclosed except upon the written consent of BFT.

29. HOLD HARMLESS AND INDEMNIFICATION

- A. Contractor expressly agrees to indemnify and hold harmless BFT and all of its officers, employees, agents, or otherwise, from any loss, damages, costs, charges or expenses whether to persons or property, including any costs, expenses or attorney's fees in the defense of any claims therefore, which BFT may incur to the extent cause by any act, action, neglect, omission or default on the part of Contractor; provided however, as to any liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the concurrent, acts, omissions and/or negligence of BFT and/or its agents or employees and Contractor or its agents and employees, in which event each of the parties will be liable to the extent of its relative fault, this section is valid and enforceable only to the extent of Contractor's negligence.
- B. In case, any suit shall be brought against BFT, solely, on account of any negligent act, action, neglect, omission or default of Contractor, Contractor hereby covenants to assume the defense thereof and pay any and all costs, charges, attorney's fees and other expenses and Contractor shall pay any and all judgments that may be incurred by or obtained against BFT, except any judgments for liability for damages arising out of bodily injury to persons or damage to property to the extent caused by or resulting from the sole negligence of BFT and/or its agents and employees, and except in the case of a judgment for liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of BFT and /or its agents or employees, and Contractor and its/his agents or employees, the obligation of Contractor shall be limited and enforceable only to the extent of Contractor's negligence.
- C. It is further provided that no liability shall attach to BFT by reason of entering into this contract, except as expressly provided herein.

30. INSURANCE

Contractor shall maintain at a minimum, the coverage's set forth below. By requiring such minimum insurance, BFT shall not be deemed or construed to have assessed the risk that may be

applicable to Contractor under this contract. Contractor shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverage.

Contractor shall purchase and maintain during the life of this Contract the following insurance:

1. Statutory Worker's Compensation Insurance as specified by Washington State Law, including Employer's Liability Insurance for its employees.
2. Comprehensive General Liability Insurance, including Blanket Contractual and Completed Operations coverage for limit of at least \$1,000,000 for all bodily injuries and property damages and which limit may be provided by any combination of primary insurance and excess insurance.

Contractor shall provide Certificate of Insurance listing BFT as an additional insured.

31. CONTRACT CHANGES

Either party may request changes to the scope of services and performance to be provided hereunder; however, no change or addition to this Contract shall be valid or binding upon either party unless such change or addition be in writing and signed by both parties. Such amendments shall be attached to and made a part of this Contract.

32. LICENSING IN COMPLIANCE WITH LAWS AND REGULATIONS

Contractor agrees to comply with all applicable federal, state, county, or municipal standards for the licensing, certifications, operation of facilities and programs, and accreditation and licensing of individuals, if any.

33. ATTORNEY'S FEES AND COSTS

If any legal proceeding is brought for the enforcement of this Contract, or because of alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this Contract, the prevailing party shall be entitled to recover from the other party in addition to any other relief to which such party may be entitled, reasonable attorney's fees and other costs incurred in that action or proceeding.

34. JURISDICTION

- A. This Contract has been and shall be construed as having been made and delivered within the State of Washington and it is agreed by each party hereto that this Contract shall be governed by laws of the State of Washington, both as to interpretation and performance.

- B. Any action of law, suit in equity, or judicial proceeding for the enforcement of this Contract or any provisions thereof shall be instituted and maintained only in any of the courts of competent jurisdiction in Benton County, Washington.

35. WAIVER

Waiver of any breach of any term or condition of the contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of the contract shall be held to be waived, modified or deleted except by an instrument in writing signed by the parties hereto.

36. NOTICES

Any notice or demand under or required by this Contract shall be given in writing and shall be deemed properly given if actually received in due and timely course by the party for whom the notice was intended, or if sent by registered or certified mail, postage prepaid, to the intended party in care of the appropriate address listed.

37. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

- A. **Overtime requirements** - No Contractor or Sub-Contractor 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.
- B. **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 Sub-Contractor responsible therefore shall be liable for the unpaid wages. In addition, such Contractor and Sub-Contractor shall be liable to the United States 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.

38. NO OBLIGATION BY THE FEDERAL GOVERNMENT

- A. BFT and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any

obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

- B. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the Sub-Contractor who will be subject to its provisions.

39. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

- A. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.
- B. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.
- C. The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the Sub-Contractor who will be subject to the provisions.

40. CIVIL RIGHTS REQUIREMENTS

- A. Nondiscrimination: In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. 12132, and Federal transit law at 49 U.S.C. 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because

of race, color, creed, national origin, sex, age or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

- B. Equal Employment Opportunity: The following equal employment opportunity requirements apply to the underlying contract:
1. *Race, Color, creed, National Origin, Sex* – In accordance with Title VII of the Civil Rights Act as amended, 42 U.S.C. 2000e, and Federal transit laws at 49 U.S.C. 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” 41 C.F.R. Parts 60 et seq., (which implement Executive Order 11246, “Equal Employment Opportunity”, as amended by Executive Order No. 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity”, 42 U.S.C. 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal Policies that in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex or age. 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. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
 2. *Age* – In accordance with section 4 of the Age Discrimination in Employment act of 1967, as amended, 29 U.S.C. 623 and Federal transit law at 49 U.S.C. 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
 3. *Disabilities* – In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, “Regulations to Implement the Equal Employment Provisions of the American with Disabilities Act,” 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- C. The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

41. ENERGY CONSERVATION

The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

42. PROHIBITION AGAINST GEOGRAPHIC PREFERENCES

BFT will conduct procurements in a manner that prohibits the use of statutorily or administratively imposed in-State or local geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. This does not preempt State licensing laws. However, geographic location may be a selection criterion in procurements for architectural and engineering (A&E) services provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

43. CONTINGENCIES

The Contractor shall be excused from deliveries or delay in deliveries if such failure to deliver or delay shall be caused by war, acts of terrorism, strikes, lockouts or other labor disturbances, fires, interruptions of transportation facilities, accidents, inability to obtain merchandise, shortage of energy source or raw material, or other similar causes beyond the Contractor's control. This contract is subject to applicable restrictions imposed by any Federal agency or by any other governmental authority.

REQUIRED FORM – A

**BEN FRANKLIN TRANSIT
COST PROPOSAL
RFP 20-13 COMPACTING TRASH RECEPTACLES
DUE BY: 6/9/2020, NO LATER THAN 2:00 PM, PDT**

We, the undersigned, propose to furnish Ben Franklin Transit with compacting trash receptacles in accordance with the requirements and specifications included herein at the following price conditions:

Price per Compacting Trash Receptacle: \$ _____
Additional Liners or Bins: \$ _____
Software Application/Licenses: \$ _____
Warranty: \$ _____
Shipping: \$ _____
WA Tax – 8.6%: \$ _____
Total: \$ _____

The above prices shall include costs, fees and shipping. Any taxes and sales tax, Contractor shall note on a separate line with proposal.

Early payment discount? Yes _____ No _____
Please indicate the amount if an early payment discount is offered _____.

Is Contractor a Certified Washington State Federal DBE Contractor? Yes _____ No _____
DBE Certification Number: _____

By signing below the prospective Contractor accepts terms and conditions listed in the RFP 20-13 that is included in this proposal package and any addendums. If prospective Contractor does not agree to the terms and conditions, prospective contractor shall submit a request for clarifications or modifications to BFT by the proposal due date. Failure to follow this procedure may cause BFT to award contract to the next highest rated prospective contractor, due to the added cost BFT may incur due to the change in Terms and Conditions.

Authorized Representative (Print): _____

Representative's Signature: _____

Title: _____

Date Signed: _____

Company Name: _____

Company Address: _____

Phone Number: _____

Mobile Number: _____

Email Address: _____

Company Federal Tax ID Number: _____

REQUIRED FORM – B
Certification Regarding
Debarment/Suspension

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

In conjunction with the Office of Management and Budget and other affected Federal agencies, DOT published an update to 49 CFR Part 29 on November 26, 2003. This government-wide regulation implements Executive Order 12549, *Debarment and Suspension*, Executive Order 12689, *Debarment and Suspension*, and 31 U.S.C. 6101 note (Section 2455, Public Law 103-355, 108 Stat. 3327).

The provisions of Part 29 apply to all grantee contracts and subcontracts at any level expected to equal or exceed \$25,000 as well as any contract or subcontract (at any level) for federally required auditing services. 49 CFR 29.220(b). This represents a change from prior practice in that the dollar threshold for application of these rules has been lowered from \$100,000 to \$25,000. These are contracts and subcontracts referred to in the regulation as “covered transactions.”

The Contractor or subcontractor’s, _____, (insert name of company) certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph 2 of this certification; and
4. Have not within a three-year period preceding this application/proposal had one or more public transactions (federal, state, or local) terminated for cause or default.

The Contractor agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of this contract and all contract task orders. Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

If the primary participant (applicant for an FTA grant, or cooperative contract, or potential third-party Contractor) is unable to certify to any of the statements in this certification, the participant shall attach an explanation to this certification.

THE CONTRACTOR OR SUBCONTRACTOR, _____,
CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS

OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTION 6101 note (Section 2455, Public Law 103-355, 1087 Stat. 3327) ET. SEQ. ARE APPLICABLE THERETO.

Signature

Title of Authorized Official

REQUIRED FORM – C
Non-Collusion Affidavit

STATE OF }
_____ } §
 }
COUNTY OF

_____, being first fully sworn, on oath says that s/he certifies that the proposal above submitted is a genuine and not a sham or collusive proposal, nor made in the interest or on behalf of any person not therein named; and s/he further says that the said Bidder/Contractor has not directly or indirectly induced or solicited any Bidder/Contractor on the above work or supplies to put in a sham proposal nor any other person or corporation to refrain from proposing; and that said Bidder/Contractor has not in any manner sought by collusion to secure to self-advantage over any other Bidder/Contractor.

SIGN HERE _____

REQUIRED FORM - D
Statement of Qualifications/Certifications

STATEMENT OF QUALIFICATIONS CERTIFICATION

The undersigned is fully authorized to execute this certification on behalf of the Proposer and certifies on the Proposer's behalf that, to the best of its knowledge, the information presented in this Statement of Qualifications is a statement of facts and that the Proposer has the financial capability to perform the work which is the subject of this solicitation. The Proposer further certifies that it knows of no person and/or organization conflicts of interest prohibited under federal, state and local law.

The Proposer certifies that Proposal is submitted in accordance with this solicitation and all issued addenda, and that the Proposer agrees to be bound by the same.

Proposer _____

Signature _____

Title _____

Date _____

FORM - E
No Participation Response Form

When submitting a "No Proposal" mail this completed form to Ben Franklin Transit, 1000 Columbia Park Trail, Richland, WA 99352, or fax to 509-735-9880.

RFP 20-13

Project Title: Compacting Trach Receptacle

Cannot comply with specifications

Cannot meet delivery requirement

Do not regularly repair or sell the type of commodity involved

Other (please specify) _____

Explanation of reason(s) checked:

Check one of the following:

We do We do not desire to be retained on the mailing list for future procurements of this product.

Please state below the firm's Name, Address and Telephone Number:

Signature: _____ Date: _____

Type or Print Name and Title