BEN FRANKLIN TRANSIT

INVITATION FOR BID

OVERHEAD GARAGE DOOR SERVICES

IFB 20-3

Ben Franklin Transit
Richland, Washington

IFB Release Date:	**01/13/2020**
Pre-Bid Meeting:	**02/04/2020 at 1:30 PM (PST)**
Bid Submittal Due Date:	**No Later Than 02/13/2020 by 2:00 PM (PST)**
Estimated Award Date:	**03/01/2020**
Project Contact:	**Lisa Mann, Procurement Analyst**

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ATTACHMENT A – BFT OVERHEAD DOOR LOCATION

SECTION I. - PROPOSAL INFORMATION

1. INTRODUCTION

Ben Franklin Transit (hereinafter referred to as "BFT"), a municipal corporation of the State of Washington, is soliciting bids from qualified Contractors for an On-Call Overhead Garage Door Contractor to handle all garage door repair projects. Overhead doors and associated components are located on various maintenance buildings at Ben Franklin Transit.

For the safety of BFT staff, proper operation is necessary to allow for the immediate entry and exit of BFT vehicles and equipment, as well as full closing afterwards to keep the facilities secure. The overhead doors require regular maintenance by trained technicians. Qualified Contractors are encouraged to submit bids.

Invitation for Bid (IFB) 20-3 bid packets can be picked up at 1000 Columbia Park Trail, Richland, WA 99352 or Contact:

Lisa Mann, Procurement Analyst
lmann@bft.org
Phone: (509) 734-5114
Fax: (509) 735-9880

Pre-bid meeting is scheduled February 4, 2020 1:30 PM (PST) at 1000 Columbia Park Trail, Richland, WA 99352 BFT will hold a pre-bid conference for Contractors to ask questions.

Bids are due, No Later Than, February 13, 2020 by 2:00 PM (PST) at which time bids will be publicly opened.

Questions regarding IFB 20-3 shall be directed to: Lisa Mann, Procurement Analyst, lmann@bft.org Phone: (509) 734-5114, Fax: (509) 735-9880.

2. SCOPE OF WORK

BFT intends on awarding a contract to a Washington State Licensed Company for Overhead Garage Door Services. The Contractors bid will include Prevailing Wage Labor costs, equipment and materials to complete the work in accordance with Local, State, Federal specifications and regulations.

BFT currently has thirty-two (32) overhead doors on the maintenance building, twenty-one (21) overhead door motors, and five (5) overhead doors on the bus wash building. See **Attachment A** for overhead door locations. Historically, BFT has had eighty (80) hours of repair and/or replace labor time and approximately sixty-four (64) hours of labor for the six (6) month maintenance/inspection requirements. Contractor will provide an estimate of costs for a project and have received BFT approval prior starting the project.

BFT does not guarantee a minimum or maximum dollar amount associated with this Contract. The Contractor is responsible for obtaining all project related permits as required.

The Contractor selected for award shall provide qualified Carpenter/Electrician to perform routine preventive maintenance on all doors twice a year (scheduled every six (6) months) and provide repair and replacement on an as-needed basis. All persons employed by Contractor in the performance of any work hereunder shall be agents and employees of Contractor only. Neither Contractor nor any employees or agents of Contractor shall be deemed employees of BFT for any purpose whatsoever.

All parts, materials and work furnished shall be new and of good quality and free from any defects and shall at all times be subject to BFT's inspection and approval, but neither BFT's inspection or failure

to inspect shall relieve Contractor of any obligation hereunder. Upon completion of repairs, if in BFT's reasonable opinion, any part, or work fails to conform to specifications, or is otherwise defective or unsatisfactory, Contractor shall promptly repair, replace, or correct any deficiencies at Contractor's expense. The acceptance of work or payment for services by BFT shall not constitute a waiver of the foregoing and nothing herein shall exclude or limit any warranties implied by law. The work performed shall also be in conformance with and meet all industry standards.

All maintenance service, repairs and/or replacements shall be performed in strict compliance with all applicable Federal, State, and City codes rules or regulations, by qualified Carpenter/Electrician under direct appointment and supervision of the Contractor.

Emergency Service:
Provide 24-hour emergency service with two (2) hour response time. Service will be billed at the designated rates in Contract Price Proposal.

A. Delivery of Services

1. Contractors responding to this bid must be able to provide service twenty-four (24) hours a day, seven (7) days a week, three hundred sixty-five (365) days a year, including holidays, for the duration of the agreement.
2. The Contractor shall perform all non-emergency repairs and maintenance during normal business hours, which is defined as Monday through Friday from 8:00 a.m. to 5:00 p.m.
3. The Contractor may be required to perform emergency door repair services during non-regular business hours, which is defined as Monday through Friday from 5:01 p.m. to 7:59 a.m. and Saturday/Sunday hours. The Contractor shall not invoice the non-regular business hour rate for services unless requested and approved in writing by the BFT Facilities Supervisor or their designated representative prior to starting the repair services.
4. BFT expects the Contractor to give "priority" service to any call for overhead door repairs at BFT maintenance and bus wash buildings.
5. Service will be performed at BFT's maintenance building and bus wash building located at 1000 Columbia Park Trail, Richland WA 99352.

B. LICENSES: Contractor MUST be licensed by the State of Washington. All services are to be performed according to all Federal, State, County and City regulations and any changes thereto for the duration of the Contract.

C. PROOF OF LICENSING: Contractor shall submit proof of contractor's license, insurance and business license prior to award.

Installations, maintenance and repairs must conform to the National Electrical Code, and other standards approved by the American National Standards Institute (ANSI), as modified or supplemented by rules and regulation requirements. Contractors and electricians must be licensed by the Department of Labor and industries. State law prohibits city or county electrical licensing or certification.

3. CONTRACTORS WORK SITE RESPONSIBILITES

INSPECTIONS – A BFT employee or representative will inspect all work.

PROTECTION – The Contractor shall ensure that the building, its contents, employees, and their property are at all times protected from damage by the work operations. The Contractor shall employ, so far as possible, such methods and means in carrying out his/her work as will not cause any interruption to, or interference with, any other Contractor or interrupt or interfere with the normal transit operation.

ON-SITE STORAGE - Locations for storage of materials and/or equipment must be verified with BFT. All materials used in the completion of work outlined in this bid document shall be completely protected from the elements and be the responsibility of the Contractor.

CLEANUP - The Contractor shall ensure that all debris and waste is cleaned up and contained each day as the work progresses. The Contractor shall further see that all debris, waste, equipment, and surplus material are removed from the site at the completion of the work.

FIRE HAZARD & SAFETY - Take all necessary precautionary measures to prevent fire hazards and spontaneous combustion.

WARRANTY - Contractor will provide one (1) year of warranty on all services provided.

BFT reserves the right to procure other equipment and services through other procurement methods if it is in the best interest of the agency to do so.

4. GENERAL INFORMATION TO BIDDERS/CONTRACTORS

BFT is a political subdivision of the State of Washington; and funded in part by grants from the Federal Transit Administration (FTA) of the U.S. Department of Transportation, pursuant to the Federal Transit Act. When so funded, this Contract shall be subject to all rules and regulations promulgated and pursuant thereto. BFT's purchasing procedures are governed by the Washington statutes, by various federal statutes and regulations, by Office of Management and Budget Circular A-102, and by FTA Circular C4220.1F. These require, among other things, that procurements be made according to approved plans and specifications, which become a part of the Contract between BFT and a successful Contractor.

Pursuant thereto, BFT solicits bids for services in accordance with all terms, conditions, and requirements accompanying this invitation for bids (IFB). To be considered, Contractor must submit a complete response to all provisions of this IFB. No other distribution of bids shall be made by the Contractor. Bids must be signed by an official, authorized to bind the Contractor to its provisions.

BFT reserves the right to postpone the times at which bids must be received, and to amend the specifications, terms, and/or conditions. Prompt notice of such postponement or amendment shall be given by BFT to all prospective Contractors who have received copies of this IFB. If the IFB is amended, any Contractor from whom a proposal has been received prior to the giving of such notice shall be entitled to withdraw and resubmit its bid. All bids must be received prior to due date to be considered.

Rejection and Waiver - BFT reserves the right to reject any or all bids and to waive informalities and minor irregularities in offers received. This IFB may be cancelled and any and all bids may be rejected in whole or in part when it is in the best interest of BFT.

Economy of Preparation - Bids should be prepared simply and economically, providing a straightforward, concise description of the Contractor ability to meet the requirements of the IFB. Fancy bindings, colored displays, promotional material, etc. are not desired. Emphasis should be placed on completeness and clarity of content.

Response Date - To be considered, bids must arrive at BFT's main office receptionist on or before the date and time specified in the cover page. Bids received after the date and time specified shall be returned unopened and shall not be considered.

Incurring Costs - BFT is not liable for any costs incurred by the Contractor prior to issuance of a Contract.

Acceptance of Bid Content - The Contractor acknowledges that the contents of the Contractor's bid and all terms and conditions set forth within this IFB shall become contractual obligations if BFT accepts the bid for Contract award.

Equal Employment Opportunity

The Contractor will be required to comply with all applicable Equal Employment Opportunity laws and regulations.

WHISA and OSHA Regulations

The Contractor agrees to abide by all laws, rules and regulations of the United States of America, the State of Washington, or any agencies or subdivisions thereof, specifically including WHISA and OSHA regulations currently in effect at time of Bid Opening.

All Contractors will acknowledge their total familiarity with the entire IFB packet to include instruction, specifications, and Contract clauses by virtue of the submission of a bid. BFT will not consider claims for additional compensation based upon the Contractors lack of knowledge of the bid documents. Contractors shall rely only on written addenda provided by BFT. In no event should a prospective Contractor submit a bid based upon an oral interpretation.

Qualification and Experience

The successful Contractor will have the following minimum qualifications:

a) Have a current Washington State certificate of registration as a Contractor in compliance with chapter RCW 18.27, which must be in effect at time of bid submittal
b) Have a current Washington State Unified Business Identifier (UBI) number.
c) Not be disqualified from bidding on any public works Contract under RCW 39.06.010 or 39.12.065(3).
d) Have a Washington Department of Revenue State Excise tax registration number, as required in Title RCW 82.
e) Have Industrial Insurance (worker's compensation) coverage for the Contractor's employees working in Washington State, as required in RCW Title 51.
f) Company has three (3) or more years' experience in commercial overhead door repair.
g) Insurance as described on page 26.
h) Contractor will include three commercial project references with bid.
i) Contractor must have received L&I authorized training on public works and must provide BFT with the certificate.

Washington State Prevailing Wage Rate

Prevailing wage will be paid to all workers, laborers, or mechanics employed in the performance of any part of this project shall be in accordance with the provisions of Chapter 39.12 RCW, as amended, and the rules and regulations of the Department of Labor and Industries of the State of Washington. The prevailing wage rates for the locality or localities where this Contract will be performed shall be determined by the Industrial Statistician of the State Department of Labor & Industries and are by reference made a part of this IFB as though fully set forth herein. **Notice: BFT is required to have an approved intent to pay prevailing wages affidavit before any funds can be released. Contractor**

will be required to file an affidavit of wages paid after each project. Contractor shall have on file with the State of Washington a statement of intent to pay prevailing wages for contractor and all Subcontractors and submit to BFT certified payroll records. Washington State Website for Prevailing wages can be found: https://www.lni.wa.gov/

Director of Labor and Industries to arbitrate disputes. RCW 39.12.060

The Washington State Director of Labor and Industries will arbitrate all disputes concerning prevailing wages for work. Disputes cannot be adjusted by the parties of interest, including labor and management representatives, the matter shall be referred for arbitration to the director of the department of labor and industries of the state and his or her decision therein shall be final and conclusive and binding on all parties involved in the dispute.

5. TIME AND PLACE FOR SUBMISSION OF BIDS

Bids must be received by, no later than, 2:00 P.M. (PST) on 02/13/2020, at BFT 1000 Columbia Park Trail, Richland, WA 99352 location, before the time and date specified in order to be considered. **Bids received after due date and time shall not be accepted.** The Contractor accepts all risks of late delivery of mailed bids regardless of fault. **Facsimile bids are not allowed.**

If, after reviewing this document, Contractor chooses not to submit a bid, Contractor is encouraged to complete and return the "No Participation Response Form" provided.

6. POSTPONEMENT OF OPENING

BFT reserves the right to postpone the date and time of bid submission at any time prior to the date and time established herein.

7. INSTRUCTIONS FOR BID PREPARATION

Response to this Invitation for Bids shall be made in strict conformance with the following requirements. Failure to conform therewith may be cause for rejecting the bid submitted. BFT reserves the right to waive minor discrepancies at its sole discretion. BFT also reserves the right to reject all bids, or to award a Contract without discussions with Contractors.

In the Invitation for Bids, BFT seeks solid information about the Contractors capacity to provide the services (among other things) BFT requires. Vague and lengthy discussions are not desired, nor is a bulky display of irrelevant information. BFT seeks comprehensive information regarding the Contractors capacity to provide the required services and materials needed.

The submittal is required to be presented in two distinct forms of response: the first consisting of a technical bid stating information about your company's capacity to provide the services that BFT is requiring per the bid; the second consisting of the bid forms included as an attachment IFB bid.

8. 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.

9. FORM OF PRICING BID

In the interest of an equitable and expedient review process, every Contractor shall use the same form and order of bid. BFT shall determine the lowest overall bid by selecting the lowest price and using a combination of labor hours.

10. PRICE

BFT requests that each Contractor submit a price offer, utilizing the Price Bid forms included with this IFB, to include:

(a) Cost

(b) Contractor offer will be valid for ninety-days (90) days from due date of bids.

All prices shall be shown in U.S. dollars.

The price offered for each item shall be the full purchase price, including delivery charges to BFT, mileage costs to and from BFT facilities, and include all labor and material costs, patent royalties, B & O taxes, and all other overhead charges of every kind and nature.

11. SUBMITTALS

The following documents, using the forms in Part IV of this document, or alternatives where noted, will be completed, unless noted as optional, are to be submitted with the bid:

(A) BID FORM

(B) CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

(C) NON-COLLUSION AFFIDAVIT

(D) STATEMENT OF QUALIFICATIONS

(E) CERTIFICATION OF COMPLIANCE WITH WAGE PAYMENT STATUS

(F) CERTIFICATE OF COMPLIANCE BIDDER RESPONSIBILITY STATUTES

(G) **OPTIONAL** - NO PARTICIPATION RESPONSE FORM

12. MODIFICATION AND WITHDRAWAL OF BID AND CLAIM OF ERROR

A modification of a Bid already received shall be considered only if the modification is received prior to the time announced for the submittal of bids. All modifications shall be made in writing, executed and submitted in the same form and manner as the original bid.
Notwithstanding the above, a late modification of an otherwise successful bid that makes its terms more favorable to BFT shall be considered at any time it is received and may be accepted.

Bids may be withdrawn by written or fax request received from Contractors prior to the time set for the receipt of bids. Bids 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 for the bids before award.

No Contractor may withdraw a bid after the time and date established for submitting bids, or before the award and execution of the contact, unless the award is delayed for a period exceeding 90 days from the deadline for receipt of bids. BFT reserves the right to request that Contractor grant an extension of such effective period.

No consideration shall be given by BFT to a claim of error in a bid unless written notice of such claim and supporting evidence of such claim, including cost breakdown sheets, are delivered to BFT within 48 hours after the opening of bids. Any review by BFT of a bid and/or any review of such a claim of bid error (including supporting evidence) creates no duty or liability on BFT to discover any other error or mistake, and the sole liability for any bid error or mistake rests with the Contractor.

13. LATE SUBMISSIONS

Any bid received at the office designated in the solicitation after the exact time specified for receipt shall not be considered. The exact time (also referred to as official time) is the date and time the bid is actually received by BFT.

14. AMENDMENTS TO INVITATION FOR BIDS, CLARIFICATION, AND ADDITIONAL CORRESPONDENCE

BFT may amend this Invitation for Bids at any time before the time fixed for receipt of bids. Amendments may be for any reason deemed necessary by BFT including, without limitation, changes in quantity, quality, delivery, bid date, procedures, baseline technical requirements, or selection criteria. Written notice of such amendments shall be provided to all persons who have requested the solicitation documents.

Clarifications not resulting in an amendment to the IFB shall be responded directly to the requester and may or may not be issued to all parties in possession of solicitation documents. If responses are issued to all parties, names of those requesting the clarification shall be maintained as confidential. Clarifications issued to all parties shall be included in all subsequently issued solicitation documents.

Any correspondence, questions, or requests pertaining to this procurement should be directed in writing to Lisa Mann, Procurement Analysis, Ben Franklin Transit, 1000 Columbia Park Trail, Richland, WA 99352. Phone number (509) 734-5114, fax number is (509) 735-9880.

15. REQUEST FOR APPROVED EQUALS OR DEVIATIONS

Prospective Contractor shall submit any and all requests in writing prior bid due date. Contractor must give BFT ample time to respond prior to bid due date and time. If no request for approved equal or deviation is received, it shall be construed by BFT to mean that the Bidder/Contractor intends to fully comply with IFB terms and conditions, and specifications. BFT shall review all requests for approved equals or deviations and, if necessary shall issue an amendment to the solicitation, which identifies all approved or disapproved requests.

16. AWARD

Agreement will be awarded to the lowest responsive and responsible bid based on the lowest overall bid by using the bid price multiplied by a combination of labor hour rates. BFT may elect to award to more than one Contractor if it is in the best interest of BFT.

17. NOTICE TO PROCEED

BFT reserves the right to issue a Notice to Proceed at any time up to twenty (20) days following Award of the Contract.

18. SINGLE BID, IF RECEIVED

If only a single bid is received, BFT may require that the bidder/Contractor provide a cost analysis or a price comparison between the proposed price and that of similar equipment, materials, supplies, and/or services to assure that the bid submittal price is fair and reasonable. If requested, the bidder/Contractor shall provide the cost analysis or price comparison within 7 calendar days of the date requested. BFT reserves the right to reject or accept the bid submittal on the basis of the cost analysis or price comparison.

19. PROTEST PROCEDURES

Bid/Proposal Protest - Procedure

(a) Bidders, proposers 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 bid opening date. A protest of a proposed award or of an award shall be filed within seven (7) business days of the award of a contract or notice of apparent successful proposer/bidder, whichever is sooner.

(b) The Notice of Protest will be handled as follows:

1.) The Notice of Protest shall state all issues and facts applicable to the protest. Issues and facts not stated in the Notice of Protest will not be considered.

2.) A meeting(s) will be called within three (3) working days from receipt of the protest that will include representatives from BFT and the protestor to discuss the issue related to the protest. The meeting may be conducted by telephone conference.

3.) A decision of the protest will be made by the General Manager within three (3) working days of the final meeting and at that time the protestor shall be notified of the decision in writing by the Authority by regular mail.

4.) The General Manager may, at his sole discretion, extend the limits of time outlined above.

5.) The decision of the General Manager shall be final. Any appeal of the Manager's decision will be governed by FTA, if applicable.

6.) 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 know to all prospective bidders proposer by being 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. The Authority 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 follow written protest procedures. Such protest must be file with FTA no later than five (5) days after the Manager has rendered his final decision or five (5) days after the protestor know 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 days after the resolution of the protest, or if a protest has been filed with FTA, during the pendency of that protest, unless BFT determines that:

1.) The items to be procured are urgently required:

2.) Delivery or performance will be unduly delayed by failure to make the award promptly; or

3.) Failure to make prompt award will otherwise cause undue harm to BFT or the Federal Government.

In the event that BFT determines that the award is to be made during the five (5) day period following the local protest decision or the pendency 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 pendency of protest prior to FTA's bid protest decision. FTA reserves the right not to participate in the funding of any Contract awarded during the pendency of protest.

SECTION II - CONTRACT TERMS AND CONDITIONS

20. BFT, WASHINGTON STATE, AND FTA ACCESS TO RECORDS AND REPORTS, 49 U.S.C. 5325, 18 CFR 18.36 (i), 49 CFR 633.17

Access to Records - The following access to records requirements apply to this Contract:

1. Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C. F. R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA 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. Contractor also agrees, pursuant to 49 C. F. R. 633.17, to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

2. Where the Purchaser is a State and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes Contracts of less than the simplified acquisition threshold currently set at $100,000.00.

3. Where the Purchaser enters into a negotiated Contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts and transcriptions.

4. Where any Purchaser which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a Contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the Contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

5. 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.

6. The Contractor agrees to maintain all books, records, accounts and reports required under this Contract for a period of not less than three years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

7. FTA does not require the inclusion of these requirements in Subcontracts.

21. 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 Bidder 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 Bidder to

provide a certification will not necessarily result in denial of consideration for Contract award. A Bidder that is unable to provide a certification must submit a complete explanation, attached to the certification form. Failure to submit a certification or explanation may disqualify the Bidder from participation under this proposal. BFT, in conjunction with FTA, will consider the certification or explanation in determining 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 Bidder or 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 Bidder 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 Bidder. 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.

22. SUBCONTRACTORS' CERTIFICATION REGARDING DEBARMENT SUSPENSION OR INELIGIBILITY

By submitting a proposal for this Contract, the Bidder 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 Subcontractor to complete the certification provided.

Each Subcontract, regardless of tier, shall contain a provision that the Subcontractor 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 Subcontractor to provide the corresponding certification.

23. PRIVACY ACT, 5 U.S.C. 552

Contracts Involving Federal Privacy Act Requirements - The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any Contract:

(1) The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying Contract.

(2) The Contractor also agrees to include these requirements in each Subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

24. CIVIL RIGHTS REQUIREMENTS

Civil Rights - The following requirements apply to the underlying Contract:

(1) 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.

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying Contract:

(a) 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 No. 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 may 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.

(b) 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.

(c) 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 Americans 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.

(3) 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.

25. BREACHES AND DISPUTE RESOLUTION, 49 CFR PART 18, FTA CIRCULAR 4220.1F

Disputes - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of BFT's General Manager. 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 the General Manager or designee. 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. The decision of the General Manager or designee 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 this 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 party or of any of his employees, agents or others for whose acts 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 of damage.

Remedies - Unless this Contract provides otherwise, all claims, counterclaims, disputes and other matters in question between BFT and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which BFT is located.

Rights and Remedies - The duties and obligations imposed by the Contract Documents and the rights and remedies available 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, (Architect) or 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.

26. TERMS OF PAYMENT

BFT will mail Contractor payment after BFT has received an approved Intent and Affidavit. Invoices need to include prevailing wage forms from WA L&I and Certified payroll records. Progress payment shall not be made considered.

Payment of the purchase price enumerated herein shall constitute full performance under this Contract by BFT.

Payments Due Services will be invoiced and due thirty (30) 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
c. Description of work completed;
   - Labor
   - Materials
d. Contract number 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
AccountsPayable@bft.org

The payment term of this Contract shall be net thirty (30) days after receiving approved documents.

BFT will mail payment to Contractor after receipt of Intent of an approved intent and affidavit prevailing forms from WA L & I and certified payroll records. Progress payments shall not be made or considered.

Payment of the purchase price enumerated herein shall constitute full performance under this Contract by BFT.

27. CERTIFICATION OF COMPLIANCE WITH WASHINGTON STATE BIDDER RESPONSIBILITY CRITERIA

By bid due date, Contractor must have received L&I authorized training on public works and prevailing wage or have completed three or more public works projects and have had a valid business license in Washington for three or more years. RCW 39.04.350(f).

Bidder will be deemed not responsible if the Bidder does not meet the mandatory bidder responsibility criteria in RCW 39.04.350(f).

BFT will verify that the Bidder meets the mandatory Bidder responsibility criteria in RCW 39.04.350(f).

28. CERTIFICATION OF COMPLIANCE WITH WASHINGTON STATE WAGE PAYMENT STATUTE

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date 01/13/2020, the bidder is not a "willful" violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

29. HOLD HARMLESS AND INDEMNIFICATION

Contractor shall indemnify and hold BFT and its agents, employees, and/or officers harmless from any and all claims, demands, suits at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, brought against BFT arising out of, in connection with, or incident to the execution of this Contract due to Contractor's negligent performance or failure to perform any aspect of this Contract; provided, however, that if such claims are caused by or result from the concurrent negligence of BFT, its agents, employees, and/or officers, this indemnity provision shall be valid and enforceable only to the extent of the negligence of Contractor, and provided further, that nothing herein shall require Contractor to hold harmless or defend BFT, its agents, employees, and/or officers from any claims arising from the sole negligence of BFT, its agents, employees, and/or officers.

30. NON-COLLUSION AFFIDAVIT

Bid submitted is genuine and not a sham or collusive proposal, nor made in the interest or on behalf of any person not therein named; and Contractor has not directly or indirectly induced or solicited any bidder/Contractor on the above work or supplies to put in a sham bid nor any other person or corporation to refrain from bidding; and that said bidder/Contractor has not in any manner sought by collusion to secure to self-advantage over any other bidder/Contractor.

31. RISK OF LOSS

During the period the fence is being built and delivered the Contractor and its insurers, if any, shall be responsible for all risks of loss or damage. After completion date of delivery, all risk of loss or damage shall be on BFT, except loss or damage attributable to Contractor's negligence.

32. CHANGES IN THE WORK/CHANGE ORDERS

Written Change Orders – Oral changes are not permitted. No change in this Contract shall be made unless BFT gives prior written approval therefore. The Contractor shall be liable for all costs resulting from, and/or for satisfactorily correcting any change in the work not ordered by BFT in writing.

Change Order Procedure – Within 15 calendar days after receipt of a written change order, the Contractor shall submit to BFT a detailed price and schedule proposal for the work to be performed. This proposal may be accepted by BFT or may be modified by negotiations between the Contractor and BFT. A change order amendment shall be executed in writing by both parties. Disagreements that cannot be resolved within negotiations shall be resolved in accordance with the Contract disputes clause. Regardless of any disputes, the Contractor shall proceed with the work ordered. Contractor shall provide BFT with price and cost change information, in order to complete a price analysis or if required a cost analysis on the required change order or orders.

Price Adjustment for Regulatory Changes – If price adjustment is indicated, either upward or downward, it shall be negotiated between BFT and the Contractor for changes that are mandatory as a result of legislation or regulations that are promulgated and become effective between the date of the Contract award and the date of manufacture. Such price adjustment may be modified where required. Such price adjustment may be audited by BFT.

33. UNAVOIDABLE DELAYS

If the delivery of completed services or material under this Contract should be unavoidably delayed, BFT's General Manager shall extend the time for completion of the Contract for the determined number of days of excusable delay. A delay is unavoidable only if the delay was not reasonably expected to occur in connection with or during Contractor's performance, and was not caused directly or substantially by acts, omissions, negligence, or mistakes of Contractor, Contractor's suppliers or their agents, and was substantial and in fact caused Contractor to miss delivery dates and could not adequately have been guarded against by Contractual or legal means. Delays beyond the control of BFT or caused by BFT shall be sufficient justification for delay of vehicles and Contractor shall be allowed a day-for-day extension.

34. TERMINATION

Termination for Convenience
BFT may terminate this Contract in whole or in part whenever BFT will determine that such termination is in the best interest of BFT. Settlement of claims by the Contractor or recoveries by BFT under this termination for convenience clause shall be in accordance with the legal rights and liabilities of the parties to this Contract. Any such termination shall be effected by delivery to the Contractor of a notice of termination specifying the extent to which performance under the Contract is terminated, and the date upon which such termination becomes effective.

Termination for Default
BFT may, by written notice of default to the Contractor, terminate the whole or any part of this Contract if the Contractor fails to respond to a call within 48 hours of notification or complete a repair within 7 days from inspection of system. BFT may, by written notice of default to the Contractor,

terminate the whole or any part of this Contract if the Contractor fails to make progress as to endanger the performance of this Contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of 10 days (or such longer period as BFT may authorize in writing) after receipt of notice from BFT specifying such failure.

If the Contract is terminated in whole or in part for default, BFT may procure, upon such terms and in such manner as BFT may deem appropriate, overhead door services similar to that so terminated. The Contractor shall be liable to BFT for any excess costs for such similar services and shall continue the performance of this Contract to the extent not terminated under the provisions of this clause.

Except with respect to default of Subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises out of causes beyond the control and without the fault of negligence of the Contractor. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both the Contractor and Subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule.

If, after notice of termination of this Contract under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, or that the default was excusable under the provisions of this clause, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to termination for convenience of BFT.

The rights and remedies of BFT provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

35. CONTRACTOR COMMITMENTS

Any written commitment by Contractor within the scope of this Contract shall be binding upon Contractor.

36. ATTORNEY'S FEES AND COSTS

In the event of litigation between the parties hereto, declaratory or otherwise, for the enforcement of any of the covenants, terms or conditions 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 such action or proceeding.

37. JURISDICTION

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.

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

38. 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.

39. SEVERABILITY

If for any reason, any part, term or provision of this Contract is held by the court of the United States to be illegal, void or unenforceable, the validity of the remaining provision shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular provision held to be invalid.

If it should appear that any provision hereof is in conflict with any statutory provision of the State of Washington, said provision which may conflict therewith shall be deemed inoperative and null and void insofar as they may be in conflict therewith, and shall be deemed modified to conform to such statutory provision.

40. CONFLICT OF INTEREST AND CONTINGENT FEES / GRATUITIES

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 acquires 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.

41. TERM OF CONTRACT AND PRICE CHANGES

The Contract shall be for an initial one (1) 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 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.

Price changes on option year two will be based on the Consumer Price Index; the following procedure will be followed. Price increases or decreases shall become effective on the anniversary date of the Contract. The change in pricing will be changed annually based upon the current Consumer Price Index #CPI- Series ID # CUUR0400SA0, other services, west urban, not seasonally adjusted, two months prior to the anniversary date of the current year. All fees and services charges will be increased or decrease by the change in the CPI.

Example below, showing the CPI increase of 2.7729% from November 2018 to November 2019.

Consumer Price Index – All Urban Consumers

12-Month Percent Change
Series Id: CUUR0400SA0
Not Seasonally Adjusted
Area: West Urban Average
Item: All items
Base Period: 1982-84=100

Year	November
2019	2.7729

Changes in billing rates for individual Contractor staff due to changes in project role or seniority (e.g. promotions) shall be allowable upon notification to, and approval by, BFT. Rate changes shall be consistent with Contract rates currently in effect for the new rate category.

42. NOTICE OF IMPAIRED PERFORMANCE

Whenever an actual or potential event such as a labor dispute, act of God, change in Contractor'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.

43. INDEPENDENT CONTRACTOR

Contractor agrees that services under this contract are to be rendered by Contractor as an independent contractor and Contractor shall provide all safeguards and take all necessary precautions to prevent the occurrence of any accident, injury or death to any person or property and shall be the sole responsibility of the customer's loss thereof.

44. 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.

45. ASSIGNMENT

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.

46. INSURANCE

Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in this project.

The Contractor shall purchase from, and maintain in, a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of, or result from, the Contractor's operations under the Contract, and for which the Contractor may be legally liable, whether such operations be by the Contractor, or by a Subcontractor, or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

The Contractor shall not commence work on this project until he has obtained, and submitted to BFT, all required insurance documents. Insurance is to be furnished in the following minimum limits:

1. Workman's Compensation – Statutory, with Employer's Liability Coverage - $1,000,000 each accident
2. General Liability – Occurrence Form
   a. General Aggregate - $1,000,000
   b. Products – Comp/Ops Aggregate - $1,000,000
   c. Personal Injury - $1,000,000
   d. Each Occurrence - $1,000,000
   e. Coverage to include Underground, Explosion and Collapse Hazards, Contractual and Broad Form Property Damage Liability
3. Comprehensive Automobile Liability
   a. Bodily Injury and Property Damage - $1,000,000 combined single limit
      Coverage to include:
      All vehicles used in the project
      Hired Automobile Liability
      Employers Non-Owned Automobile Liability
4. Non-Cancellation Rider – Notification of owner ten (10) days prior to cancellation.
5. Subcontractors – The Contractor shall either insure the activities of his/her Subcontractor's in his/her own policy or require them to procure and submit evidence of insurance, of the type, and in the amounts and coverage, as specified above. The Contractor will maintain records of Subcontractor compliance.

47. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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.

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 therefore shall be liable for the unpaid wages. In addition, such Contractor and Subcontractor 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.

48. COORDINATION OF THE WORK

BFT designates Bill Hale, Fleet Maintenance Supervisor, cell: 509-539-6327, 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 in respect to the work performed under this Contract.

Contractor agrees to complete work in such a way as to impact BFT business as little as possible.

BEN FRANKLIN TRANSIT
OVERHEAD DOOR SERVICES, IFB 20-3 BID FORM
BIDS ARE DUE BY, NO LATER THAN, 02/13/2020 BY 2:00 PM (PST)

CONTRACTOR/NAME OF COMPANY_____

The Contractor agrees to perform all work described in accordance with the quote specifications and information given or shown during the inspection meeting.

PROJECT: Overhead Garage Door repair and preventative service rate per hour during normal business hours of 8:00 am to 5:00 pm Monday through Friday. Minimum call out rate shall not be more than one hour of below fully loaded labor rate:

$_____

Overhead Garage Door emergency repair and replace service rate for AFTER normal business hours. Includes after 5:01 pm and before 7:59 am Monday through Friday, and during the weekends. Facility Manager approval required for scheduling after hours repairs.

$_____

Equipment required for maintenance, repair and replace rate per hour during normal business hours:

$_____

After hours equipment required for repair and replace rate per hour during normal business hours:

$_____

Parts and materials off of list %_____or parts and material added to cost %_____

The above prices shall include Prevailing wage labor or equipment rental/usage, overhead, disposal, profit, travel to and from BFT facilities, insurance, taxes, B & O Taxes, fees, etc., sales tax and State affidavit fees for Benton County will be separate. Affidavit fees shall be no more than actual fees charged by the State.

Early payment discount? Yes / No Amount _____

How long has your firm been in business? _____

Contractor/bidder shall only use BFT provided bid form. Facsimile bids are not acceptable.

By signing below Contractor accepts terms and conditions listed in the IFB 20-3 that is included in this bid package and any addendums. If bidder does not agree to the terms and conditions, Contractor shall submit a request for clarifications & modifications. Failure to follow this procedure may cause BFT to Award Contract to the next lowest bidder due to the added cost BFT may incur due to the change in Terms and Conditions. **Bid shall be valid for sixty (90) days from Bid due date.**

Bidders Signature _____ Date _____

Printed Name:_____ Title _____

Name of Company: _____

Address: _____

_____

Phone Number: _____

Email: _____

Company Federal Tax ID number: _____

Acknowledgement of Receipt of Addenda (Please initial all applicable):

Addenda One: _____ Addenda Two: _____ Addenda Three: _____

FORM - B

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 Subcontractors, _____, (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.

5. 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 and title of Authorized Official

FORM – C

NON-COLLUSION AFFIDAVIT

STATE OF _____ }
} §
COUNTY OF _____ }

_____, being first fully sworn, on oath says that (_)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 (_)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/Contractor has not in any manner sought by collusion to secure to self advantage over any other bidder/Contractor/Contractor or bidder/Contractors/Contractors.

Signature: _____

Print Name: _____

Subscribed and sworn to before me this _____ day of _____, 2020.

STATEMENT OF QUALIFICATIONS CERTIFICATION

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

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

Bidder: _____

Signature: _____

Title: _____

Date: _____

FORM – E

CERTIFICATION OF COMPLIANCE WITH WAGE PAYMENT STATUTES

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date 09/20/2019, the bidder is not a "willful" violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

I certify under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

_____
Bidder's Business Name

_____
Signature of Authorized Official*

_____
Printed Name

_____
Title

_____ _____ _____
Date City State

Check One:
Sole Proprietorship ☐ Partnership ☐ Joint Venture ☐ Corporation ☐

State of Incorporation, or if not a corporation, State where business entity was formed:

_____

If a co-partnership, give firm name under which business is transacted:

_____

** If a corporation, proposal must be executed in the corporate name by the president or vice-president (or any other corporate officer accompanied by evidence of authority to sign). If a co-partnership, proposal must be executed by a partner.*

CERTIFICATION OF COMPLIANCE BIDDER RESPONSIBILITY STATUTES

By the bid due date, bidder hereby certifies that one or more designated employees have received L&I authorized training on public works and prevailing wage or have completed three or more public works projects and have had a valid business license in Washington for three or more years. RCW 39.04.350(f).

I certify under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

_____
Bidder's Business Name

_____
Signature of Authorized Official*

_____
Designated employee printed Name

_____
Title

_____ _____ _____
Date City State

Check One:
_____Bid includes copies of training certificates form for L & I

OR
_____ Completed three or more public works projects

Check One:
Sole Proprietorship ☐ Partnership ☐ Joint Venture ☐ Corporation ☐

State of Incorporation, or if not a corporation, State where business entity was formed:

_____

If a co-partnership, give firm name under which business is transacted:

_____

** If a corporation, proposal must be executed in the corporate name by the president or vice-president (or any other corporate officer accompanied by evidence of authority to sign). If a co-partnership, proposal must be executed by a partner.*

OPTIONAL FORM – G

NO PARTICIPATION RESPONSE

When submitting a "No Bid" mail or email this completed form to Ben Franklin Transit, 1000 Columbia Park Trail, Richland, WA 99352.

IFB 20-3

Project Title: Electrical Services

_____ Cannot comply with specifications

_____ Cannot meet delivery requirement

_____ Do not regularly manufacture 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:

_____

_____

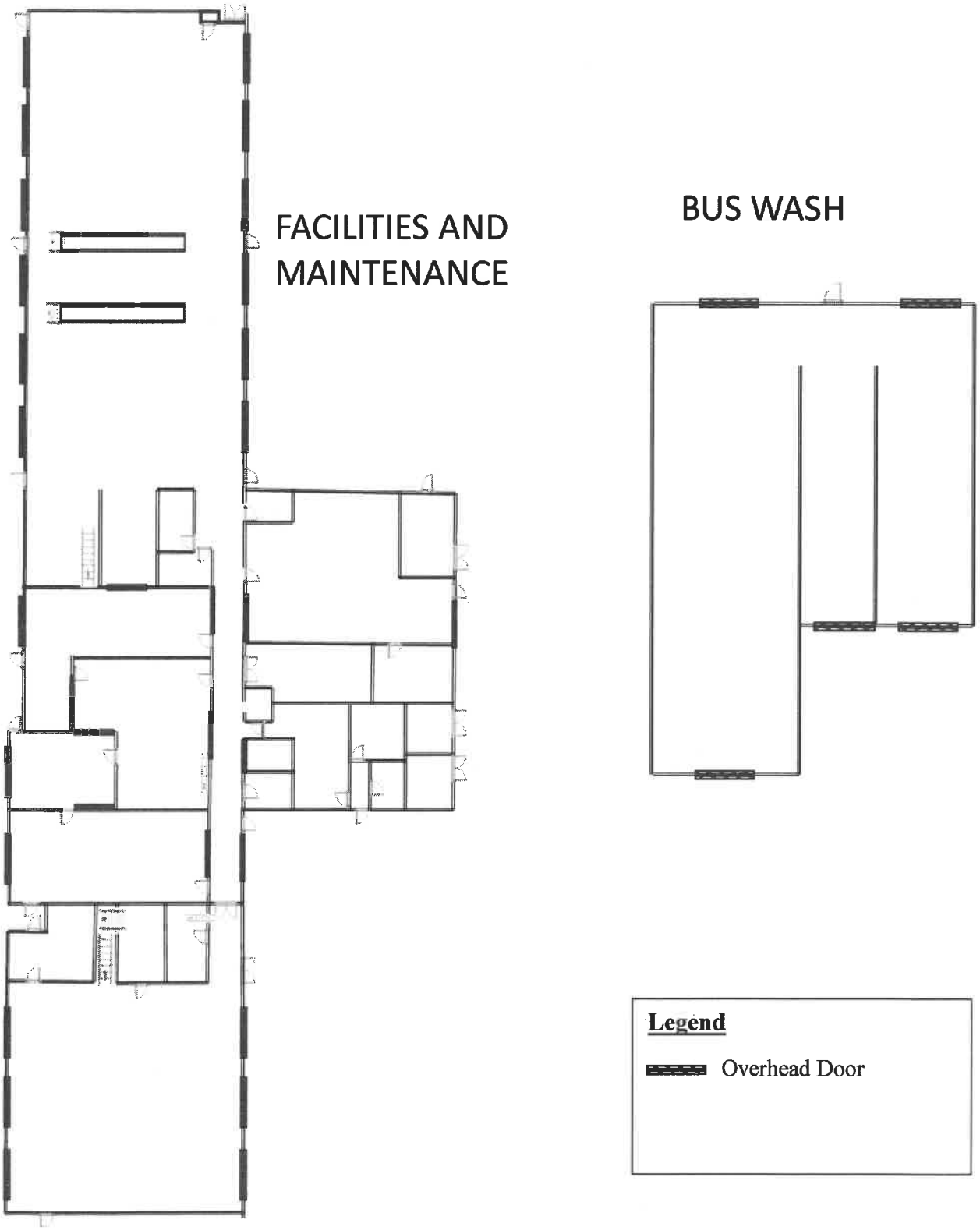
_____

_____ _____

Signature Date

_____

Type or Print Name and Title

Attachment A

BFT Overhead Door Locations