

**BEN FRANKLIN TRANSIT
RFQ 14-19
INSTALLATION OF BUS STOPS
REQUEST FOR QUOTES**

Ben Franklin Transit (BFT), a municipal corporation of the State of Washington, located at 1000 Columbia Park Trail, Richland, WA 99352, is requesting quotes to install bus stops at predetermined locations throughout Benton and Franklin Counties to serve the public without interruption to our customer's service and in compliance with local, federal and state requirements, codes and ordinances. Quotes are due May 27, 2019, no later than 2:00 PM (PDT). The cost proposal shall include all labor at prevailing wage rates, materials, equipment, certifications, permits, transportation and services required.

SCOPE OF WORK/REQUIREMENTS

BFT is seeking a qualified Contractor to install bus stop shelters at predetermined locations throughout Benton and Franklin Counties, without interruption of service to our customer's and in compliance with local, federal and state requirements, codes and ordinances.

Contractor will be responsible for providing: all tools, permits, site cleanup, and any traffic mitigation if needed. A fork lift or similar vehicle maybe required for loading and unloading shelters.

1. Contractor will be responsible to transport shelters and equipment from the staging area to the designated site for installation. Sites are subject to change to address environmental conditions and/or changes the cities may make.
2. Contractor will follow the manufacture's Instruction Guidelines for each bus shelter, to include setting anchors for shelter legs.
3. Assemble the shelter features per manufactures' instructions:
 - a. Wind screen to enclose one of the open sides. The panel bolts into the frame at four points – all holes are all pre-drilled and tapped. A single windscreen leg must also be anchored into the concrete. Each shelter package will specify if it has a left or right-side screen.
 - b. The roof panels will have the front and rear channels already installed for ease of installation. Back wall weldments will provide for simple installation, but glazing **COULD NOT** be installed by the manufacture prior to shipping and will be installed by the Contractor following the manufactures' instructions.
 - c. Free-standing trash can (32 Gallon), which needs the base mounted away from the direction of vehicle travel.
 - d. Bench 3.5' long, which is affixed to the permeant back wall, as well as anchored to the shelter pad,
 - e. Lean rail 4' long, which is base mounted.
 - f. Display cases at thirty-two (32) shelters, which are bolted into pre-drilled holes in the glass wall.
 - g. Install stand alone 6' benches at designated sites (TBD).

Note: All necessary hardware and grommets for mounting equipment are packaged for the specific unit to be installed.

4. BFT will provide and Contractor will install seventy (70) standard BFT steel plate bus stop signs, seventy (70) standard municipal recommended 7', 2"x2" square sign poles, and seventy (70) breakaway mounts that must be anchored into the sidewalk (see attachments). Installation will be divided over the three (3) Task phases. This is a temporary solution while waiting the electronic signage decision.

Project Information:

1. Standard shelter sizes are roughly 5' feet deep and 8', 10', and 12' feet wide, with cantilevered roof configurations.
2. The shelters have a side panel that offer protection from wind and weather.
3. The shelters come in semi pre-constructed modular packages designed for ease of installation (includes the solar lights and the motion sensor installed in the appropriate roof beam).
4. All glazing is clear tempered safety glass.
5. Wiring is concealed within the structure of the shelter for current electronics (senor activated lighting) and future implementation of on-time arrival technology displays.
6. All shelters are designed to meet all Americans with Disabilities Act (ADA).
7. Shelter are supplied with all hardware and ground anchors necessary for installation and shipped KD (knock down).
8. The bus stop shelters can be assembled at bus stop locations with common electric and hand tools. A fork lift or similar vehicle maybe required for loading and unloading shelters.
9. All sites will be prepped by BFT for shelter installation.

****All items removed or left over from installation are to be returned to BFT.****

Task One: Installation of twenty-four (24) bus stop shelters, trash cans and signage along current route corridors, as provided with Route Map

Brasco	Quantity	Size	Display Case	3.5' Bench	4' Lean
Shelter	7	5'x8'	NO	YES	YES
Shelter	2	5'x8'	YES	YES	YES
Shelter	1	5'x10'	NO	YES	YES
Shelter	11	5'x10'	YES	YES	YES
Shelter	3	5'x12'	YES	YES	YES
Trash can	24	32 Gallon	n/a	n/a	n/a
Sign Pole	35	7' 2"x2" +base	n/a	n/a	n/a

Contractor shall have work for TASK ONE completed No Later Than June 30th, 2019.

OPTIONAL: Task Two. Installation of second delivery of bus stop shelters (with the same scope and instructions as Task One) – Summer 2019

OPTIONAL TASK 2					
Brasco	Quantity	Size	Display Case	3.5' Bench	4' Lean
Shelter	1	5'x6'	NO	YES	YES
Shelter	2	5'x8'	NO	YES	YES
Shelter	4	5'x8'	YES	YES	YES
Shelter	2	5'x10'	NO	YES	YES
Shelter	2	5'x10'	YES	YES	YES
Bench	30	6' long	n/a	n/a	n/a
Trash can	61	32 Gallon	n/a	n/a	n/a
Sign Pole	15	7' 2"x2" +base	n/a	n/a	n/a

OPTIONAL: Task Three. Installation of third delivery of bus stop shelters (with the same scope and instructions as Task One) – Fall 2019

OPTIONAL TASK 3					
Brasco	Quantity	Size	Display Case	3.5' Bench	4' Lean
Shelter	2*	5'x6'	NO	YES	YES
Shelter	6*	5'x8'	NO	YES	YES
Shelter	4*	5'x8'	YES	YES	YES
Shelter	1*	5'x10'	NO	YES	YES
Shelter	2*	5'x10'	YES	YES	YES
Shelter	4*	5'x12'	YES	YES	YES
Trash can	15	32 Gallon	n/a	n/a	n/a
Sign Pole	20	7' 2"x2" +base	n/a	n/a	n/a

LICENSES: Contractor MUST have current contractor license 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.

INSPECTIONS - BFT or its 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.

CLEANUP - The Contractor shall ensure that all debris and waste is cleaned up and contained for each installation 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.

WORK HOURS – Contractor will carry out work during the following times: Monday through Friday, 8:00 AM to 7:00 PM. Hours outside of this time frame need to be approved by BFT’s Project Manager.

EXPERIENCE – Contractor must have a minimum of two (2) years experience in this type of work. Contractor must have a current Washington State Contractor’s license.

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

UNDERGROUND UTILITIES - Contractor will coordinate with local underground locating service prior to construction and be responsible for any damages.

GENERAL INSTRUCTIONS

It is the responsibility of the Contracting firm or individual to be sure the RFQ’s are received by the specified date and time. RFQ’s received after the specific deadline will not be accepted and will be returned unopened. The above schedule is tentative and may be changed due to the number of RFQ’s received and unforeseen scheduling conflicts.

All contractors will acknowledge their total familiarity with the entire RFQ packet to include instructions, specifications, and clauses by virtue of the submission of a cost proposal. BFT will not consider claims for additional compensation based upon the contractor’s lack of knowledge of the RFQ documents. Contractors shall rely only on written addenda provided by BFT. In no event should prospective contractors submit a cost proposal based upon an oral interpretation.

Quote Preparation

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

Delivery Requirements

Quotes need to arrive no later than 2:00 P.M. (PDT) on 5/27/2019; and must include all forms and required documentation. Submittals may be provided in electronic format or hard copy (preferred). BFT reserves the right to require the Contractor to provide hard-copy submittals at no additional cost to BFT. Electronic submittal via email is acceptable; however, the Contractor shall take responsibility to follow up with BFT to verify that the submittal was received.

Mailing address:
Ben Franklin Transit

Attn: Lisa Mann, Procurement Analyst
1000 Columbia Park Trail
Richland, WA 99352

Email address:
lmann@bft.org

Award Policy Bid Acceptance, Rejection, and Waiver

BFT reserves the right to award the contract to the lowest quote submitted that is determined by BFT to be a responsive & responsible contractor. BFT reserves the right to negotiate with contractors on the quotes submitted.

BFT reserves the right to reject any or all quotes and to waive informalities and minor irregularities in offers received. This Request for Quotes may be cancelled and any and all proposals may be rejected in whole or in part when it is in the best interest of BFT. If the RFQ is to be awarded, BFT will give the successful Contractor a contract/purchase order within sixty (60) calendar days of RFQ due date.

Prevailing Wage Rates

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 and Industries, and are by reference made a part of this RFQ as though fully set forth herein. **Notice: BFT is required to have intent to pay prevailing wages affidavit before any funds can be released.** BFT will have a 5% retainage withheld from the moneys earned by the contractor as a trust fund for the protection and payment of: 1. The claims of any person arising under the contract; and 2. The state with respect to taxes, increases, and penalties imposed pursuant to Titles 50, 51, and 82 RCW which may be due from such contractor. BFT will release the 5% after an approved affidavit is received. The Contractor and all subcontractors shall pay the prevailing wage rates on the work performed under this project. Contractor shall have on file with the State of Washington a statement of intent to pay prevailing wages and affidavit that wages have been paid for the contractor and all subcontractors. To obtain current Washington State prevailing wage rates go to link below.

<http://www.lni.wa.gov/TradesLicensing/PrevWage/WageRates/>

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.

Municipal Research Services Corporation

Contractors must be registered and active on the Municipal Research Services Corporation website prior to the Request for Quote due date and time. BFT must be able to view them as being registered to be able

to accept the request for quote. Log on to: <https://mrscrosters.org/> or call them at 206.436.3798 to get registered. It usually takes 2-3 days to become registered.

Performance, Labor and Material Payment Bond

The Contractor is required to submit performance, labor and material payment bonds in the amount of 100% of the contract price prior to commencement of any work. The Contractor may elect in lieu of the bond to have 10% retainage withheld from payments for a period of thirty days after date of final acceptance, or until receipt of all necessary releases from the department of revenue and the department of labor and industries and settlement of any liens filed under chapter in accordance with Chapter 39.08, section 39.08.010 of the RCW (only applies for Contracts under \$150,000).

Submittals

The following document will be completed and submitted with the quote:

- (A) QUOTE FORM
- (B) NON-COLLUSION AFFIDAVIT
- (C) STATEMENT OF QUALIFICATIONS CERTIFICATION
- (D) CERTIFICATION OF COMPLIANCE WITH WAGE PAYMENT STATUTES
- (E) RETAINAGE OPTION

Attachments

The following documents are included with RFQ 14-19:

BUS STOPS TO BE INSTALLED MAP
MANUFACTURES INSTALLATION GUIDE

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. Those protestors wishing to protest a contract award must submit their Notice of Protest in writing no later than seven (7) calendar days after the Award of Contract.
- (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 General 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 or 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, if applicable.
- (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 that five (5) days after the Manager has rendered his final decision or five (5) days after the Manager has rendered his/her final decision or five (5) days after the protestor know or has reason to know that the Manager has failed to render his/her 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 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.

COMMUNICATION WITH BEN FRANKLIN TRANSIT

Upon release of this solicitation document, all Proposer communications concerning this acquisition must be directed to:

Ben Franklin Transit
Lisa Mann, Procurement Analyst
1000 Columbia Park Trail
Richland, WA 99352
Phone (509) 734-5114, Fax (509) 735-9880
lmann@bft.org

Unless authorized by the Director of Administration Services, no other Ben Franklin Transit official or employee is empowered to speak for Ben Franklin Transit with respect to this Request for Quote. Proposers who seek to obtain information, clarification or interpretations from other Ben Franklin Transit officials or employees are advised that such material is used at the Proposer's own risk and that Ben Franklin Transit shall not be bound by any such representations and such action may result in rejection of the proposal.

TERMS AND CONDITIONS (TO BE INCLUDED IN CONTRACT)

1. TERMS OF PAYMENT

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 Contract 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
- 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

BFT will mail payment to Contractor after receipt of an approved Intent and Affidavit prevailing wage form(s) from Washington, Labor & Industries.

Progress payments shall not be made or considered.

BFT will not make payment(s) to multiple contractors.

2. CERTIFICATION OF COMPLIANCE WITH WASHINGTON STATE WAGE PAYMENT STATUTES

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date 05/27/2019, 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.

3. 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 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.

4. 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.

5. 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.

6. RECORDS AND AUDITS

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.

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.

Contractor shall preserve and make available all such books of account for a period of three (3) years after final payment under this Contract.

7. TERM

The term of this Contract shall be one (1) year; from _____ to _____. The quoted unit price shall remain in effect through the term of the contract. Pricing will remain the same for 20% above and below the initial quantity for the term of this Contract.

8. TERMINATION

Prior to the expiration of the Term, this Contract may be terminated with or without cause by BFT or Contractor only upon thirty (30) days prior written notice to the other party. In the event of such early termination, BFT shall not be liable to compensate Contractor for any losses or damages resulting from such termination, including but not limited to, anticipated profit, or profit lost as the result of re-assignment of personnel. BFT agrees to pay Contractor up to the date of termination, if Contract is terminated with cause.

9. LEGAL REMEDIES-JURISDICTION

This Contract has been and shall be construed in accordance with the laws of the State of Washington. Any dispute, action of law, suit in equity, or judicial proceeding for the enforcement of this Agreement or any provisions thereof, 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.

10. 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.

11. 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 thirty (30) 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.

12. COORDINATION OF WORK

BFT designates Bill Barlow, Transit Planning Manager, 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.

13. COMPLIANCE WITH LAWS

Contractor shall comply with and perform the Services in accordance with all applicable Federal and State laws including without limitation, all BFT codes, ordinances, resolutions, standards and policies, as now existing or hereafter adopted or amended.

14. WARRANTY

Contractor warrants that it has the requisite training, skill and experience necessary to provide the Services and is appropriately accredited and licensed by all applicable agencies and governmental entities, including but not limited to being registered to do business in Washington State by obtaining a Washington State business license

15. INDEPENDENT CONTRACTOR/CONFLICT OF INTEREST

It is the intention and understanding of the Parties that the Contractor shall be an independent contractor and that BFT shall be neither liable nor obligated to pay Contractor sick leave, vacation pay or any other benefit of employment, nor to pay any social security or other tax which may arise as an incident of employment. The Contractor shall pay all income and other taxes as due. Industrial or any other insurance which is purchased for the benefit of BFT, regardless of whether such may provide a secondary or incidental benefit to the Contractor, shall not be deemed to convert this Agreement to an employment contract. It is recognized that Contractor may or will be performing professional services during the Term for other parties; provided, however, that such performance of other services shall not conflict with or interfere with Contractor's ability to perform the Services.

16. HOLD HARMLESS AND IDEMNIFICATION

- 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 by reason of 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 negligence of BFT and/or its agents or employees and Contractor or its agents and employees, this section is valid and enforceable only to the extent of Contractor's negligence.
- B. In case, any suit shall be brought against BFT 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 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.

17. EQUAL OPPORTUNITY EMPLOYER

In all Contractor services, programs or activities, and all Contractor hiring and employment made possible by or resulting from this Agreement, there shall be no discrimination by Contractor or by Contractor's employees, agents, subcontractors or representatives against any person because of sex, age (except minimum age and retirement provisions), race, color, creed, national origin, marital status or the presence of any disability, including sensory, mental or physical handicaps, unless based upon bona fide occupational qualification in relationship to hiring and employment. This requirement shall apply, but not be limited to the following: employment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor shall not violate any of the terms of Chapter 49.60 RCW, Title VII of the Civil Rights act of 1964, the Americans with Disabilities Act, Section 504 of the Rehabilitation Act of 1973 or any other applicable federal, state or local law or regulation regarding non-discrimination. Any material violation of this provision shall be grounds for termination of this Agreement by BFT and, in the case of the Contractor's breach, may result in ineligibility for further BFT agreements.

18. CONFIDENTIALITY

All information regarding BFT obtained by Contractor in performance of this Agreement shall be considered confidential. Breach of confidentiality by Contractor will be grounds for immediate termination.

19. GENERAL PROVISIONS

19.1 Entire Agreement. This Agreement contains all of the agreements of the Parties with respect to any matter covered or mentioned in this Agreement and no prior agreements shall be effective for any purpose.

19.2 Modification. No provision of this Agreement may be amended or modified except by written agreement signed by the Parties.

19.3 Full Force and Effect. Any provision of this Agreement which is declared invalid or illegal shall in no way affect or invalidate any other provision hereof and such other provisions shall remain in full force and effect.

19.4 Successors in Interest. Subject to the foregoing Subsection, the rights and obligations of the Parties shall inure to the benefit of and be binding upon their respective successors in interest, heirs and assigns.

19.5 No Waiver. Failure or delay of BFT to declare any breach or default immediately upon occurrence shall not waive such breach or default. Failure of BFT to declare one breach or default does not act as a waiver of BFT's right to declare another breach or default.

19.6 Authority. Each individual executing this Agreement on behalf of BFT and Contractor represents and warrants that such individuals are duly authorized to execute and deliver this Agreement on behalf of the Contractor or BFT.

19.7 Notices. Any notices required to be given by the Parties shall be delivered at the addresses set forth below. Any notices may be delivered personally to the addressee of the notice or may be deposited in the United States mail, postage prepaid, to the address set forth below. Any notice so posted in the United States mail shall be deemed received three (3) days after the date of mailing.

Ben Franklin Transit
Lisa Mann, Procurement Analyst
1000 Columbia Park Trail
Richland, WA 99352

19.8 Captions. The respective captions of the Sections of this Agreement are inserted for convenience of reference only and shall not be deemed to modify or otherwise affect any of the provisions of this Agreement.

19.9 Performance. Time is of the essence of this Agreement and each and all of its provisions in which performance is a factor. Adherence to completion dates set forth in the description of the Services is essential to the Contractor's performance of this Agreement.

19.10 Remedies Cumulative. Any remedies provided for under the terms of this Agreement are not intended to be exclusive but shall be cumulative with all other remedies available to BFT at law, in equity or by statute.

19.11. Counterparts. This Agreement may be executed in any number of counterparts, which counterparts shall collectively constitute the entire Agreement.

19.12 Equal Opportunity to Draft. The parties have participated and had an equal opportunity to participate in the drafting of this Agreement, and the Exhibits, if any, attached. No ambiguity shall be construed against any party upon a claim that that party drafted the ambiguous language.

20. 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:

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.

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.

21. 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.

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.

22. ASSIGNMENT

Neither the Contractor nor BFT shall have the right to transfer or assign, in whole or in part, any or all of its obligations and rights hereunder without the prior written consent of the other party.

23. BREACHES AND DISPUTE RESOLUTION

- A. Disputes - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided by BFT's Director of Administration Services. 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. The decision of the General Manager shall be binding upon the Contractor and the Contractor shall abide by the decision.
- B. Performance During Dispute - Unless otherwise directed by BFT, Contractor shall continue performance under this agreement while matters in dispute are being resolved.
- C. Claims for Damages - Should either Party to the agreement 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.

- D. 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 Contract or its breach (not otherwise resolved under 27A) will be decided by arbitration if the Parties mutually agree, or in the Superior Court of Benton County, Washington.
- E. Rights and Remedies - The duties and obligations imposed by the Contract 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, 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.

24. 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:

- A. State Utility Tax
- B. State Sales and Use Tax on vehicles and other equipment
- C. State B & O Tax

25. CONTRACTOR COMMITMENTS

Any written commitments by BFT or Contractor within the scope of this Agreement shall be binding.

26. DISADVANTAGED BUSINESS ENTERPRISES

- A. This Agreement 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 4%.
- 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)).

27. 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.

28. WAIVER

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

29. 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 Agreement 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.

30. NON-COLLUSION AFFIDAVIT

Proposal 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 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.

31. STATEMENT OF QUALIFICATION CERTIFICATION

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

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

**BEN FRANKLIN TRANSIT RFQ 14-19
 INSTALLATION OF BUS STOPS
 QUOTES ARE DUE MAY 27, 2019, NO LATER THAN 2:00 PM (PDT)**

PROJECT: BFT is requesting quotes to install bus stop shelters at predetermined locations throughout Benton and Franklin County to serve the public without interruption to our customer’s service and in compliance with local, federal and state requirements, codes and ordinances. The Contractor agrees to perform all work as described in accordance with RFQ 14-19.

Contractor shall have work for TASK ONE completed No Later Than June 30, 2019.

REQUIRED							
Pricing will remain the same for 20% above and below the initial quantity and will remain the same for the term of the contract.							
Brasco	Quantity	Size	Display Case	3.5' Bench	4' Lean	Unit Price	Subtotal Bid Price
Shelter	7	5'x8'	NO	YES	YES		
Shelter	2	5'x8'	YES	YES	YES		
Shelter	1	5'x10'	NO	YES	YES		
Shelter	11	5'x10'	YES	YES	YES		
Shelter	3	5'x12'	YES	YES	YES		
Trash can	24	32 Gallon	n/a	n/a	n/a		
Sign Pole	35	7' 2"x2" +base	n/a	n/a	n/a		
						Subtotal	
						Sales Tax Rate 8.6%	
						Total	\$

OPTIONAL TASK 2 - SUMMER 2019							
Pricing will remain the same for 20% above or below the initial quantity and will remain the same for the term of the contract.							
Brasco	Quantity	Size	Display Case	3.5' Bench	4' Lean	Unit Price	Subtotal Bid Price
Shelter	1	5'x6'	NO	YES	YES		
Shelter	2	5'x8'	NO	YES	YES		
Shelter	4	5'x8'	YES	YES	YES		
Shelter	2	5'x10'	NO	YES	YES		
Shelter	2	5'x10'	YES	YES	YES		
Bench	30	6' long	n/a	n/a	n/a		
Trash can	61	32 Gallon	n/a	n/a	n/a		
Sign Pole	15	7' 2"x2" +base	n/a	n/a	n/a		
						Subtotal	\$
						Sales Tax Rate 8.6%	\$
						Total	\$

OPTIONAL TASK 3 – FALL 2019							
Pricing will remain the same for 20% above or below the initial quantity and will remain the same for the term of the contract.							
Brasco	Quantity	Size	Display Case	3.5' Bench	4' Lean	Unit Price	Subtotal Bid Price
Shelter	2*	5'x6'	NO	YES	YES		
Shelter	6*	5'x8'	NO	YES	YES		
Shelter	4*	5'x8'	YES	YES	YES		
Shelter	1*	5'x10'	NO	YES	YES		
Shelter	2*	5'x10'	YES	YES	YES		
Shelter	4*	5'x12'	YES	YES	YES		
Trash can	15	32 Gallon	n/a	n/a	n/a		
Sign Pole	20	7' 2"x2" +base	n/a	n/a	n/a		
						Subtotal	\$
						Sales Tax Rate 8.6%	\$
						Total	\$

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

Is your firm a Disadvantaged Business Enterprise (DBE) registered with the State of Washington Office of Minority and Women’s Business Enterprises?

Yes _____ No _____

How long has your firm been in business? _____

Please check the box that describes your total gross annual receipts:

- less than \$500,000
- \$500,000 - \$1,000,000
- \$1,000,001 - \$1,500,000
- \$1,500,001 - \$2,000,000
- \$2,000,001 - \$2,500,000
- \$2,500,001 - \$3,000,000
- \$3,000,001 - \$3,500,000
- \$3,500,001 - \$4,000,000
- \$4,000,001 - \$4,500,000
- \$4,500,001 - \$5,000,000
- \$5,000,001 - \$5,500,000
- greater than \$5,500,000

The above prices shall include all costs including but not limited to: Prevailing wage labor and equipment rental/usage, freight, overhead, disposal, profit, travel to and from BFT facilities, insurance, permits, taxes, B & O Taxes, fees, etc., sales tax will be separate.

Request for Quote shall be valid thirty (30) days from RFQ 14-19 quote due date.

By signing below Contractor accepts terms and conditions listed in the Contract that is included in this RFQ package.

License or Contractor’s Registration Number _____

Contractors Signature _____ Date _____

Print Name _____

Company _____

Phone _____

Fax _____

Email _____

Addenda One _____ Addenda Two _____ Addenda Three _____

STATEMENT OF QUALIFICATIONS CERTIFICATION

The undersigned is 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: _____

