Request for Qualifications

Participating Truck Dealers for the Port of Seattle Scrappage and Replacement for Air in Puget Sound (ScRAPS 2) Program

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Section 1. INTRODUCTION

The Puget Sound Clean Air Agency (the "Agency") requests responses for the following purpose according to the terms and conditions attached. In this RFQ, the terms "Responder" and "Dealer" are used interchangeably. Submittals will be accepted beginning at **noon on February 8, 2016**. This RFQ will remain open until **further notice**.

1.1 Purpose: The Agency is partnering with the Northwest Seaports Alliance, which includes the container transport operations from both Port of Tacoma and Port of Seattle (herein referred to collectively as "the Port"), to provide financial incentives to current Port drayage truck owners willing to scrap their old trucks and replace them with newer trucks. The incentivized truck replacement program, Scrappage and Replacements for Air in Puget Sound 2 (ScRAPS 2), is funded by four separate grants. The program provides two different incentive options depending on the engine year of the replacement truck and other restrictions as shown in Table 1 of Section 2, "Background." The purpose of this RFQ is to solicit responses from truck dealers ("Dealers") that are willing to participate in the ScRAPS 2 Program.

Participating Dealers will make qualified used or new trucks available to participants in the ScRAPS 2 Program and will accept an Agency-issued ScRAPS 2 voucher as partial payment for the replacement truck. Dealers are not responsible for truck scrapping. Dealers meeting the Agency's eligibility requirements identified in this RFQ will be invited to be included on the ScRAPS 2 Dealer Roster which will allow them to participate in the grant-funded program. Only pre-screened Dealers selected by the Agency through this RFQ process will be invited to be on the ScRAPS 2 Dealer Roster, and only those that complete a contract with the Agency to implement the program as required will be added to the roster. To participate in the ScRAPS 2 Program, a Dealer must be listed on the ScRAPS 2 Roster. All Dealers who are deemed by the Agency to meet eligibility requirements will be invited to be on the roster – there is no limit to the number of Dealers that may be listed on the roster.

1.2 Schedule. The following is a tentative schedule of events:

Date	Event
February 8, 2016	Release of RFQ
February 8, 2016	Responses will be accepted beginning 12:00 p.m.
December 31, 2017	RFQ Closes. *This RFQ is contingent on grant funding and may close sooner if grant funds are exhausted.
As submittals are received	Contract preparation begins
As Dealers are selected	Mandatory Dealer training
After a contract is signed (estimated to be two–three weeks after submittal)	Agreement term begins; term end-date is expected to be December 31, 2017, but is subject to available funding and Dealer performance

1.3 For Further Information. Questions on the requirements of this RFQ or how to apply should be directed by telephone or by e-mail to:

Project Manager:	Kathy Boucher
Phone Number:	(206) 932-0317
E-mail address:	kathyb@pscleanair.org
Mailing Address:	1904 Third Avenue, Suite 105 Seattle, WA 98101

The Project Manager is the sole point of contact in the Agency for this RFQ. Any other communication will be considered unofficial and non-binding on the Agency.

1.4 Agency Not Obligated By This RFQ. Release of this RFQ or selection of a responder does not obligate the Agency in any way to contract for the services specified herein or approve or expend any funds for the services described herein. Such funds shall only be approved or expended by the Agency subsequent to execution of a contract between the Agency and the successful responder(s).

The Agency will not be liable for any costs incurred by any responder in preparation of a response submitted in response to this RFQ, in conduct of a presentation, or any other activities related to responding to this RFQ. No claim for reimbursement of time, material or travel expenses shall be made by a responder against the Agency, regardless of the results of the selection process.

Responders should be prepared to accept this RFQ for incorporation into a contract resulting from this RFQ. Contract negotiations may incorporate some or all of a responder's response. It is understood that submitted responses will become part of the Agency's records on this matter without obligation to the Agency.

1.5 Responses Become Property of the Agency. All responses become the property of the Agency, and are subject to disclosure under the state public disclosure laws. Any information in a response that a responder desires to claim as proprietary and exempt from disclosure under RCW 42.56 or 70.94.205 must be clearly designated as such. The information must be clearly identified and the particular exemption from disclosure upon which the responder is making the claim must be cited. Each page containing the information claimed to be exempt from disclosure must be clearly identified by the words "Proprietary Information" printed on the lower right hand corner of the page. Marking the entire response exempt from disclosure or as proprietary information will not be honored. The Agency will consider a responder's request for exemption from disclosure to the extent permitted by law.

1.6 Revisions to the RFQ. In the event it becomes necessary to revise any part of this RFQ, addenda will be provided via e-mail to all individuals who have made the Project Manager aware of their interest. Addenda will also be published on http://www.pscleanair.org/business/RFPRFQ/Pages/default.aspx. For this purpose, the published questions and answers and any other pertinent information shall be provided as an addendum to the RFQ and will be placed on the website. If you downloaded this RFQ from the Agency website located at: http://www.pscleanair.org/business/RFPRFQ/Pages/default.aspx, you are responsible for sending your name, e-mail address, and telephone number to the Project Manager in order for your organization to receive any RFQ Addenda.

The Agency reserves the right to cancel or to reissue the RFQ in whole or in part, prior to the execution of a contract.

1.7 Disadvantaged Business Enterprise (DBE) Participation. It is the Agency's policy that small businesses, minority and women's business enterprises (DBE) have the opportunity to participate in the performance of Agency contracts. Bidders, and their vendors of goods and services in fulfillment of this contract, should afford equal opportunity in employment while providing goods and services to the Agency; and should take the necessary steps to ensure that small businesses and DBEs have the opportunity to participate in the performance of contracts and agreements with the Agency. Participation may be either on a direct basis in response to this RFQ or on a subcontractor basis.

No preferences for DBE participation will be included in the evaluation of responses, no minimum level of DBE participation shall be required as a condition for receiving an award, and proposals will not be rejected for not including DBE participation.

Bidders shall not discriminate on the basis of race, creed, color, national origin, religion, age, gender, marital or veteran status, or the presence of any sensory, mental or

physical handicap in the award and performance of contracts and subcontract agreements. Any affirmative action requirements set forth in federal regulations or statutes included or referenced in contract documents will apply.

Responders may contact OMWBE at (360) 664-9750 or www.omwbe.wa.gov to obtain information on certified firms.

1.8 Title VI. The Agency, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all responders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 26 will be afforded full opportunity to submit responses in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for an award.

Section 2. BACKGROUND INFORMATION

2.1 Background. The Agency is a municipal corporation created under the state Clean Air Act and responsible for protecting and enhancing the air quality in King, Kitsap, Pierce and Snohomish counties. The Agency's Strategic Plan supports work to reduce transportation emissions, especially diesel particulate matter (DPM), in highly impacted locations. DPM continues to be a significant air pollution issue and is the highest air toxic health risk in the Puget Sound area. Furthermore, on-road diesel engines can run for hundreds of thousands of miles, which means older, dirtier engines can remain on the road for many years.

In order to address DPM in ports located in the Pacific Northwest, the Port, along with other partnering agencies, developed the Northwest Ports Clean Air Strategy ("CAS"), a voluntary program to reduce seaport-related diesel emissions in the region. The CAS was originally developed in 2007 and updated in 2013. The Port adopted the updated CAS in December 2013.

The CAS specifies truck engine emission performance targets ("measures" in the 2007 CAS) for calendar years 2010 and 2017 for trucks that visit the Port to transport cargo. For 2010, the performance target was that all trucks must have engines that meet the EPA's 1994 engine standards (or cleaner). For 2017, the performance target is that all trucks must have engines that meet the EPA's 2007 engine standard (or cleaner). As of the end of each of these years, trucks that do not meet the performance target will not be permitted access to the Port's marine terminals.

This ScRAPS 2 Program will provide financial incentives for Port truckers to meet the 2017 performance targets by replacing their non-compliant trucks. ScRAPS 2 is currently funded by the Port as well as grants obtained by the Port and the Agency from the US Department of Transportation's Congestion Mitigation and Air Quality (CMAQ) program, and the Washington State Department of Ecology (Ecology), along with funding provided by the Port. The program has also received funding from the Environmental Protection Agency's Diesel Emission Reduction Act (DERA). The program will offer incentives to owners of at least 335 older drayage trucks (those with an engine year older than 2007) currently serving the Port's marine terminals. These incentives will encourage drayage truck owners to scrap their older trucks and replace them with trucks that meet the 2017 CAS targets. Of this total, more than 160 have already been replaced as of January 2016, leaving at least 175 trucks still to be replaced under the program.

The ScRAPS 2 Program offers two separate incentive options. The two incentive options provide different funding amounts depending on the engine year of the replacement truck being purchased. Other restrictions apply as shown in Table 1.

Table 1: Incentives and Replacement Truck Requirements for ScRAPS 2 Incentive Options

Incentive Option		***2007+ Incentive***	***2010+ Incentive***
Incentive Amount		*50% of replacement truck cost; capped at $20,000*	*50% of replacement truck cost; capped at $27,000*
Scrapped Truck's Engine Year		*1994-2006*	*1994-2006*
Replacement Truck's Engine Year		*2007 or newer* [a]	*2010 or newer* [b]
Buy America	**Replacement Truck Assembled in America**	*Required* [c]	*Required* [c]
	American Iron and Steel in Replacement Truck	*Required* [d]	*Required* [d]
Replacement Truck's Mileage		*No more than 750,000 miles*	*No more than 750,000 miles*

[a] *For the 2007+ Incentive, the engine in the replacement truck must have been manufactured to meet EPA 2007 emissions standards or better.*

[b] *For the 2010+ Incentive, the engine in the replacement truck must have been manufactured to meet EPA 2010 emissions standards or better.*

[c] *For both the 2007+ and 2010+ Incentives, the 11th digit of the replacement truck's VIN must confirm that the truck was assembled in the United States.*

[d] *For both the 2007+ and 2010+ Incentives, the manufacturer of the replacement truck must be on the list of "Manufacturers of Trucks that are Certified to be Exempt from the Buy America Provision for Using American Iron and Steel" provided by the Puget Sound Clean Air Agency (refer to the Sample Contract included here as Appendix B and see Attachment A within the contract).*

Appendix A, "Program Work Flow," provides more details on how truck owners can apply for the program and, if qualified, become program participants.

Participating dealers will agree to accept incentive vouchers from program participants that will be issued by the Agency to a specific program participant to purchase a specific replacement truck. Once the program participant has negotiated the purchase of the qualifying replacement truck, the program participant will redeem their Agency-issued incentive voucher with the Dealer as partial payment for that specific truck. The Agency will reimburse the Dealer for the amount of the voucher. Incentive vouchers and incentive amounts will be specific to one of the two incentive options described above.

As a result of receiving responses to this RFQ, the Agency intends to enter into contracts with qualified dealers and add them to a roster of eligible Dealers for the ScRAPS 2 program.

The Agency will not pay any compensation to any Dealer until such time as the Agency executes a contract or agreement with a Dealer.

3. Scope of Services and Eligibility Requirements

3.1. Scope of Services. The Agency seeks Dealers who will offer used and new trucks meeting the EPA emission standards discussed above to truck owners serving the Port who are participating in the ScRAPS 2 Program.

Dealers demonstrating the ability to provide the desired services and meeting all other eligibility requirements will be invited to be listed on the ScRAPS 2 Dealer Roster. To be included on the Roster, Dealers must enter into a contract with the Agency. A sample contract is included in Appendix B.

3.2 Eligibility Requirements. To be invited onto the ScRAPS 2 Dealer Roster, Dealers must meet the requirements listed below:

1. Submit a response to this RFQ in accordance with the requirements of Section 6.
2. Possess or have access to an inventory of new and used trucks that meet the requirements in Table 1 for each of the two incentive options.
3. Be established as a truck dealer with the appropriate business licenses as required by the state, province, or territory in which the Dealer is located.
4. Be able to verify and document the functionality of emission control systems on the trucks offered for sale, including diesel particulate filter (DPF) systems, Exhaust Gas Recirculation (EGR) systems, and Selective Catalytic Reduction (SCR) systems.

5. Be able to provide proof that the DPF system was cleaned through both pneumatic and thermal processes or that a new DPF core has been installed.
6. Enter into a contract with the Agency to provide the services agreed-upon; see Appendix B for a sample contract.
7. Complete mandatory ScRAPS Dealer training.
8. Maintain continuous compliance with all terms of the contract signed with the Agency.

Additional experience desired, but not required, by the Agency includes:

1. Previous experience working with the Agency on truck scrapping and replacement programs.
2. Ability to work with program participants for whom English is not their first language.

Section 4. CONTRACT TERM

The contract is anticipated to commence within two to three weeks after submittal has been received. The termination date of the contract is December 31, 2017, but may end sooner, upon written notification from the Agency Project Manager, including for example, if available funds are exhausted. If additional funds become available, the contract may be extended upon mutual agreement of the parties. Failure of a Dealer to maintain continuous compliance with the terms of the contract may result in the Agency removing the Dealer from the ScRAPS 2 Dealer Roster, as outlined in the contract (Appendix B).

Section 5. CONTENTS OF RESPONSES

Responses should include all the items identified in this RFQ, with emphasis on conforming to the RFQ requirements, and clarity of content. Elaborate or unnecessarily lengthy submittals are discouraged. Each response must include all of the following:

Title Page – Complete in full the RFQ Response Form Title Page in Appendix C. Dealers shall place as the first page of their response a completed copy of the RFQ Title Page, attached to this RFQ as Appendix C. This form must include the name of the individual who is the primary contact for the Dealer during the response evaluation, the contact's position, telephone number, fax number, and e- mail address. The Dealer must also certify the length of time the response will remain in effect (minimum 120 days).

Questionnaire – Complete in full the Questionnaire in Appendix D. If any question on the Questionnaire is unanswered, the response will be considered incomplete. The maximum length of an acceptable response is twenty (20) 8½ X 11 double-sided sheets of paper.

Certifications and Assurances – Complete in full the form in Appendix E.

Certification Regarding Debarment, Suspension and Other Responsibility Matters – Complete in full the form in Appendix F.

All responses **and** forms shall be signed by the Dealer.

Section 6. SUBMISSION OF RESPONSES

6.1 Introduction. Responses may be submitted in hard copy or electronically. Responders are solely responsible for ensuring responses are delivered and assume the risk for the method of delivery chosen. Failure to submit responses in the required format will result in elimination from consideration.

6.2 Specific Instructions for Submitting Responses by Hard Copy.

If responders choose to submit a response by hard copy the Agency prefers that the response meets the following conditions:

- Submitted on white recycled paper, stapled (not bound), and printed double-sided.
- No longer than twenty (20) 8½ x 11 double-sided sheets of paper. (Do not send samples of work unless requested by the Agency.)
- No three-ring, spiral bound, or plastic bound responses.
- No card stock or colored paper.

Responders shall submit two complete responses (one signed original of the response in a sealed envelope that is plainly marked in the upper, left-hand corner with the name and address of the responder and one copy). The Agency address should contain the name of the project, the project manager, and the term **CONFIDENTIAL**.

Responses for this RFQ must be delivered to:

Receptionist
Puget Sound Clean Air Agency
1904 Third Avenue, Suite 105
Seattle, WA 98101

Responders mailing responses should allow normal delivery time to ensure timely receipt of their responses by the Agency. The Agency assumes no responsibility for delays caused by any delivery service, including the U. S. Postal Service.

6.3 Specific Instructions for Electronically Submitting Responses. Responses submitted electronically must be submitted as an attachment to an e-mail message to Betsy Wheelock at RFP@pscleanair.org. Attachments to an e-mail message shall be in Microsoft Word format, Microsoft Excel or Adobe PDF. Zipped files cannot be received by the Agency and cannot be used for submission of responses. Responders should include the title of the project and the name of the Agency Project Manager in the subject line of the e-mail. The Agency does not assume responsibility for any problems in the e-mail transmission.

Responders submitting responses by e-mail must include with their response, signed and scanned copies of Appendices C, E, and F. In addition, responders shall send hard copies with original signatures, of Appendices C, E, and F to the Project Manager.

6.4 General Provisions Applicable to All Responses.

6.4.1 Instructions to Responders. The attachments to the Request for Qualifications, identified as Appendices B, C, E, and F are an integral part of the Request for Qualifications and set forth policy and compliance requirements.

6.4.2 Disposition of Responses. The Agency reserves the right to reject any and all responses received without penalty and to not issue a contract as a result of this RFQ.

6.4.3 Rejection of Responses. The Agency will reject a response for any one of the following reasons:

- A response does not include all the information listed in Section 5 of this RFQ, Contents of Responses.
- Any question on the Questionnaire is unanswered.
- A response does not contain signed Appendices C, D, E and F.
- Two copies of the response are not submitted (if submitted by hard copy).

6.4.4 Discrepancies. If discrepancies between sections or other errors are found in a response, the Agency may reject the response. However, at its discretion, the Agency may correct any mathematical errors. Responders are responsible for all errors or omissions in their responses, and any such errors will not diminish a responder's obligations to the Agency.

6.4.5 Clarifications. The Agency reserves the right to obtain clarification of any information in a responder's response or to obtain additional information necessary to properly evaluate a response.

Section 7. RESPONSE EVALUATION CRITERIA

The Agency will evaluate all responses to this RFQ and determine qualified responders based on demonstrated satisfaction of the eligibility requirements outlined in Section 3.1. In particular:

- Responder has demonstrated that they have sufficient experience, knowledge and availability of qualified personnel to participate in the program.
- Responder has an adequate understanding of the project, project purpose and the importance of the project to the interests of the Agency.
- Responder has provided all information required in the questionnaire.

The Agency reserves the right to select a responder(s) without further discussion of the response submitted. Therefore, responses to the RFQ should be submitted on the most favorable terms a responder can propose.

Section 8. SELECTION OF SUCCESSFUL RESPONDERS

The successful responders will be selected based on the above eligibility requirements. The Agency will begin reviewing responses on February 8, 2016, and will notify selected Dealers as their responses are reviewed. In order to be listed on the ScRAPS 2 Dealer Roster, Dealers must enter into a contract with the Agency; a sample contract is included as Appendix B and Dealers are encouraged to familiarize themselves with its terms prior to submitting their response in accordance with this RFQ.

Section 9. PROTEST PROCEDURE

9.1 Who May Protest. This procedure is available to responders who submit a response to this RFQ. Any responder who wants to protest the Agency's selection of a successful responder must submit a written protest to the Agency within seven calendar days of receiving written notification from the Agency of the selection of the successful responder. (A protest is considered submitted to the Agency on the date the Agency actually receives the protest, not the date the protest is mailed.)

9.2 Protest Procedures Must Be Followed. Responders protesting the Agency's selection of a successful responder must follow the procedures in this section. Protests that do not follow these procedures shall not be considered. This protest procedure constitutes the sole administrative remedy available under this RFQ.

9.3 Protest Procedures. All protests must be in writing and signed by the protesting party or authorized agent. Protests must include the name and address of the protesting party, a detailed description of the specific grounds for the protest and all supporting documentation, and the specific relief requested. Protests must be addressed to the Agency Project Manager. Protests may be submitted by e-mail, but must be followed by an original signed document.

Only protests stipulating an issue of fact concerning the following subjects will be considered:

- A matter of bias, discrimination or conflict of interest by the evaluator, or
- Noncompliance with procedures described in the RFQ.

Protests will be rejected as without merit if they address issues such as an evaluator's judgment on the quality of a response, or the Agency's assessment of its own needs or the needs or requirements of other agencies.

9.4 Protest Review. Upon receiving a protest, the Agency will hold a protest review. The Agency Executive Director or designee not previously involved in evaluating the responses received will consider the record and all available information, and issue a written decision, usually within ten business days of receipt of the protest.

In the event a protest may affect the interest of other responders that submitted responses, the Agency will provide such responders an opportunity to submit their views and any relevant information on the protest to the Agency. Such information will be considered during the protest review.

9.5 Agency Determinations. After holding a protest review, the Agency will make one of the following determinations:

- The protest lacks merit and uphold the Agency's original action; or
- Technical or harmless errors in the Agency's RFQ process were made, the Agency is in substantial compliance, and the protest is rejected, or
- The protest has merit and the Agency will take appropriate action, which may include:
    - correct the errors and reevaluate all responses,
    - reissue the RFQ and begin a new process, or
    - other courses of action as appropriate

9.6 If the Agency determines the protest is without merit or rejects the protest, the Agency will proceed with contracting with the apparently successful responder. If the

Agency determines the protest has merit, the Agency will take one of the alternatives described above.

Section 10. CONTRACT PREPARATION

The selected responder(s) will enter into a contract with the Agency as a condition of receiving funds. Contract preparation will begin promptly upon selection of responder(s). Before beginning contract discussions with the Agency Project Manager, the successful responder should become familiar with the Agency's sample contract, included as Appendix B in the RFQ, which will be used by the Agency for any contract signed pursuant to this RFQ.

This material is available in alternate formats for individuals with disabilities. Please contact Betsy Wheelock by e-mail: BetsyW@pscleanair.org, or by phone: (206) 689-4080 or 1-800-552-3565, ext. 4080.

Form No. 61-145 (Revised 09/13 jer)

pscleanair.org
Puget Sound Clean Air Agency

Appendix A

Program Work Flow

The *Task A* and *Task B* flow charts presented on the next two pages describe the steps required to scrap and replace port drayage trucks. They provide context for those bidding on this RFQ.

APPENDIX A
Program Work Flow
Task A – Application Process

Truck owner visits Port of Seattle Outreach Center to obtain information, program requirements and forms.

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Center Staff ("staff") assists the truck owner in understanding truck replacement incentive options & eligibility requirements.

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Truck owner completes application forms (with staff assistance as required) & provides other documents required for staff's review to determine eligibility for the program. Staff obtains RFID terminal gate data from POS.

↓

Staff inspects & photographs current truck to verify truck is eligible for program participation.

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Staff obtains signed letter of intent from truck owner that he or she will replace with eligible truck under specified incentive program.

↓

Staff verifies registration, tonnage and insurance are current and have been in effect for the last 12 months with no lapse. Staff also conducts lien search to confirm ownership.

↓

Program Manager reviews file for approval or denial to move to next Task.

↓

If truck owner is approved as a program participant, proceed to Task B. Otherwise exit program.

APPENDIX A
Program Work Flow
Task B – Truck Replacement

Program Manager prepares and provides Pre-Approval Letter to program participant, specifiying available incentive options and maximum incentive amounts.

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Staff provides program participant with information on contracted truck dealers and notifies program participant he/she has 60 or 75 days to purchase a replacement truck.

↓

Program participant provides staff with selling dealer's contact information for replacement truck verification and approval once a prospective replacement has been found.

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Staff photographs replacement truck at dealership. If dealer is out of area, dealer emails photos of truck to staff for approval.

↓

If replacement truck is approved, dealer will send all required documentation to staff. Documentation includes: copy of title, emission control system maintenance documentation, sales invoice listing all allowable costs and reflecting a credit for the value of the Agency-issued voucher.

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Upon receipt of all items in the above step, program participant will be scheduled to scrap old truck. Participant brings scrap receipt to Outreach Center to receive voucher to take to dealer.

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Dealer receives voucher from program participant allowing delivery of the approved replacement truck. Participant and dealer sign voucher and dealer forwards the original voucher to staff.

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Project Manager submits required documents to Agency Finance Department to remit incentive reimbursement to dealer. Finance Department provides copy of warrant/ payment to Program Manager upon remittance to dealer.

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Agency Finance Department invoices appropriate grant fund source.

SCRAPPAGE AND REPLACEMENTS FOR AIR IN PUGET SOUND (ScRAPS 2)

PROGRAM CONTRACT FOR SERVICES

This contract is entered into between the **Puget Sound Clean Air Agency**, (hereinafter referred to as the "Agency"), a municipal corporation of the laws of the State of Washington, and *(full name of company)*, (hereinafter referred to as the "Dealer", *(full address).*

WHEREAS, the Northwest Seaport Alliance (hereinafter, the "Port"), an alliance between the Port of Seattle and the Port of Tacoma, has adopted the Northwest Ports Clean Air Strategy, the goal of which is to reduce air emissions from current and future maritime port operations in the Pacific Northwest; and

WHEREAS, drayage trucks working at the Port contribute to local and regional air pollutant emissions; and

WHEREAS, the Northwest Ports Clean Air Strategy requires that 100% of the trucks entering Port marine terminals meet or surpass U.S. Environmental Protection Agency (EPA) emission standards for 2007 heavy-duty truck engines by the end of 2017; and

WHEREAS, the Port and the Agency have established their second drayage truck scrappage and replacement program (Scrappage and Replacements for Air in Puget Sound 2 (ScRAPS 2)); and

WHEREAS, ScRAPS 2 is designed to provide financial incentives to truck owners to replace their older, higher-polluting vehicles with trucks that meet the United States Environmental Protection Agency's (EPA's) 2007 or 2010 engine standards; and

WHEREAS, ScRAPS 2 is currently funded by the Port as well as by grants provided to the Port and the Agency from the U.S. Department of Transportation Federal Highway Administration Congestion Mitigation and Air Quality Program (CMAQ) through the Washington State Department of Transportation (WSDOT), and the Washington State Department of Ecology's (Ecology) Clean Diesel Program, and has also received funding from the U.S. Environmental Protection Agency's (EPA) Diesel Emissions Reduction Act (DERA); and

WHEREAS, ScRAPS 2 provides an incentive of 50% of the purchase price of an eligible replacement truck, up to a maximum of either $20,000 for a replacement truck meeting 2007 EPA engine emission standards or $27,000 for a truck meeting 2010 EPA engine emission standards; and

WHEREAS, the Port and the Agency have entered into an agreement for the Agency to develop and implement the drayage truck scrappage and replacement program; and

WHEREAS, the Board of Directors of the Puget Sound Clean Air Agency deems it desirable to utilize the services of the Dealer to partner in a program designed to replace older

port drayage trucks with trucks meeting the 2007 or 2010 EPA engine emission standards depending on the incentive options selected; and

WHEREAS, the Dealer represents and warrants that it is available, experienced, and qualified to perform said services;

NOW, THEREFORE, the Agency and the Dealer mutually agree as follows:

1. Background and Program Description.

The Agency is partnering with the Port to provide financial incentives to current port drayage truck owners willing to scrap their old trucks and replace them with new trucks. The incentivized truck replacement program, ScRAPS 2, is funded by a combination of grants and offers two separate incentive options. Each incentive option has a different incentive amount, replacement truck requirements, and other restrictions as described in Table 1 of Section 3, "Dealer Requirements," of this contract. The Port is also providing significant funding in support of the ScRAPS 2 Program.

Participating dealers will make qualified used or new trucks available as replacements ("replacement trucks") to Agency-approved truck owners in the ScRAPS 2 Program and will accept Agency-issued vouchers as partial payment for replacement trucks sold by the Dealer to Agency-approved participants. The Agency will make arrangements to scrap the old trucks that owners surrender for replacement.

The purpose of this contract is to establish:

A. The Dealer's responsibilities; and

B. The Agency's responsibilities.

2. Dealer Roster.

To participate in the ScRAPS 2 Program and be listed on the program's Dealer Roster, the Dealer must sign this contract. In order to remain on the ScRAPS 2 Program Dealer Roster, the Dealer must meet all requirements of this contract throughout the contract period and must stay current with new program requirements addressed through amendments to this contract. If the Dealer does not agree to the required changes in an amendment by signing and returning it within 30 days of receiving the amendment, the Agency may terminate the contract and remove the Dealer from the Dealer Roster.

3. **Services and/or Duties.**

A. The Dealer agrees to:

1) Complete required program training provided by the Agency Project Manager prior to being added to the ScRAPS 2 Dealer Roster.

2) Offer to sell eligible used or new heavy-duty trucks to truck owners who have previously been approved by the Agency to receive a specific incentive. Agency-approved truck owners will receive a Pre-Approval Letter from the Agency, which will clearly identify which incentive option(s) they are approved for and the maximum incentive amount that may be provided as partial payment for an eligible replacement truck for each option.

   The Dealer shall ensure each replacement truck meets **all** of the requirements listed in Table 1, below, for the selected incentive option, including the replacement truck's engine year and mileage and the Buy America requirements, which state that the replacement truck must be assembled in the United States and that the manufacturer of the replacement truck must be included on the list of approved manufacturers maintained by the Puget Sound Clean Air Agency in Attachment A, hereby incorporated by reference. The Agency will decide, at its sole discretion, which incentive option(s) an applicant is eligible for and the amount of the incentive(s); the incentive amount will be stated on the voucher issued to the Agency-approved truck owner at the time of sale of the replacement truck.

Table 1: Incentives and Replacement Truck Requirements for ScRAPS 2 Incentive Options

Incentive Option Requirements		*2007+ Incentive*	*2010+ Incentive*
Incentive Amount		*50% of replacement truck cost; capped at $20,000*	*50% of replacement truck cost; capped at $27,000*
Scrapped Truck's Engine Year		*1994-2006*	*1994-2006*
Replacement Truck's Engine Year		*2007 or newer* [a]	*2010 or newer* [b]
Buy America	**Replacement Truck Assembled in America**	*Required* [c]	*Required* [c]
	American Iron and Steel in Replacement Truck	*Required* [d]	*Required* [d]
Replacement Truck's Mileage		*No more than 750,000 miles*	*No more than 750,000 miles*

[a] *For the 2007+ Incentive, the engine in the replacement truck must have been manufactured to meet EPA 2007 emissions standards or better.*

[b] *For the 2010+ Incentive, the engine in the replacement truck must have been manufactured to meet EPA 2010 emissions standards or better.*

[c] *For both the 2007+ and 2010+ Incentives, the 11th digit of the replacement truck's VIN must confirm that the truck was assembled in the United States.*

[d] *For both the 2007+ and 2010+ Incentives, the manufacturer of the replacement truck must be on the list of approved manufacturers maintained by the Puget Sound Clean Air Agency and included in Attachment A of this contract ("Manufacturers of Trucks that are Certified to be Exempt from the Buy America Provision for Using American Iron and Steel").*

3) Demonstrate current ownership of the proposed replacement truck. For both incentive options, a proposed replacement truck must be owned by a participating Dealer listed on the ScRAPS 2 Dealer Roster and be in their possession in order to be eligible for a ScRAPS 2 incentive. The Agency will not issue a voucher for any truck that the Agency-approved truck owner already has any ownership interest in, or is in possession of, prior to issuance of a voucher.

4) Provide a draft invoice by email to the Agency Project Manager for the total sales price of the truck, showing all allowable costs and showing no credit for any ScRAPS 2 Program incentive. Allowable costs and non-allowable costs are defined as follows:

   a. Dealers may apply Agency-issued vouchers to the following allowable costs:
      1. Sales price of the truck
      2. Allowable ancillary costs:
         A. licensing/registration fees (not including tonnage)
         B. document fees
         C. federal excise tax and sales tax
         D. transportation costs of moving the truck to the dealership that is selling the vehicle

E. necessary modifications, attachments, accessories, or auxiliary apparatus necessary to make the truck usable for the purpose for which it is being acquired

3. Sales tax for truck and when applicable for allowable ancillary costs

b. Dealers shall not apply vouchers to the following non-allowable costs:

1. Service packages
2. Warranty packages
3. Tonnage licensing
4. Other options not necessary to the operation of the truck for the purpose for which it is being acquired
5. Sales tax for non-allowable ancillary costs

Required Deliverable for 3.A.4:

Dealer shall email to the Agency Project Manager a draft invoice showing the total sales price of the truck and all allowable costs.

Due: before the Agency issues a voucher to an Agency-approved truck owner.

5) For all used trucks, inspect and service all applicable emission control systems, including emission reduction systems for particulate matter (PM), such as diesel particulate filters (DPFs), and emission reduction systems for nitrogen oxides ($NO_{X,}$) such as Exhaust Gas Recirculation (EGR) Systems and Selective Catalytic Reduction (SCR) systems, prior to delivering each replacement truck to an Agency-approved truck owner, either by performing all necessary service(s) directly or by having all necessary service(s) performed by others. The purpose of this requirement is to ensure that the emission control system(s) on each replacement truck is working properly when the truck is delivered to the Agency-approved truck owner. Documentation of all inspection requirements and services must be provided to the Agency-approved truck owner when each truck is delivered. The Dealer shall ensure **all** of the following inspection and service tasks are performed:

a. For all emission reduction systems, inspection and service must include confirmation that no check-engine light is on and no emission-related fault codes are present.

Required Deliverable for 3.A.5.a:

Dealer shall email to the Agency Project Manager a diagnostic report demonstrating absence of emissions-related fault codes OR a signed note attesting to this fact.

Due: before the Agency issues a voucher to an Agency-approved truck owner.

b. For DPF systems, inspection and service must include:

1. DPF Filter Inspection and Service
   A. Remove DPF from vehicle for physical inspection of filter media.
   B. Complete ***both Pneumatic and Thermal DPF cleanings***, including flow test with passing result, ***or replace the DPF*** with a new or reconditioned DPF unit that meets original-equipment standards for performance and service life.
   C. Ensure cleaned or replaced DPF filter is installed correctly including reinstallation of all related sensors, tubes, hoses, and electrical harnesses as applicable.
2. DPF Back Pressure System
   A. Ensure back pressure sensors and hoses are clean and free from obstruction.
3. DPF Exhaust System
   A. Ensure clamps and pipes are secure and in good condition.
4. DPF Fuel Injector System (if equipped)
   A. Ensure after-treatment dosing injector is cleaned and properly primed.
   B. Ensure fuel injector is free of debris and functioning correctly.
5. DPF Engine Control Module
   A. Reset the engine control module after DPF cleanings or replacements as needed.

Required Deliverables for 3.A.5.b:

1. The Dealer shall email to the Agency Project Manager a completed work order(s) reflecting DPF inspection and service (removal, inspection, and pneumatic and thermal cleanings or replacement of the DPF) and DPF-related systems inspection and service as described in Section 3.A.5.b. The work order(s) must include VIN and date/odometer reading at time of service, but need not include cost information.

   Due: before the Agency issues a voucher to an Agency-approved truck owner.
2. If the Dealer has chosen to clean an existing DPF filter, the Dealer shall email to the Agency Project Manager the DPF flow test results reflecting filter performance within acceptable limits.

   Due: before the Agency issues a voucher to an Agency-approved truck owner.

c. If an Agency-approved truck owner encounters problem(s) with the DPF system within 20 days of when the Dealer and the Agency-approved truck

owner signed a voucher, and the problem is a result of the failure of the Dealer to inspect and service the systems listed in Section 3.A.5.b, then the Dealer, at no cost to the Agency-approved truck owner, shall cover the costs to correct any problem(s) with the DPF system. Problem(s) covered by this Section may include, but are not limited, to the appearance of a warning light, a DPF system error code, failure of the DPF to regenerate, or other problems.

d. If the Dealer maintains a local mechanic presence in King, Kitsap, Pierce or Snohomish Counties of Washington State, the dealer may perform its own repairs on DPF systems. If the Dealer does not have a local presence in King, Kitsap, Pierce, or Snohomish Counties of Washington State, the Dealer shall pay for the cost of any work done by a local mechanic needed to ensure the DPF system is functioning properly. The selection of the local mechanic to perform necessary repairs shall be negotiated between the Dealer and the Agency-approved truck owner; the Agency shall have no role in those negotiations. All necessary repairs shall be completed within three business days. The Dealer shall retain all documentation of any repairs arising from a problem with the DPF system that occurs within 20 days of voucher signatures, per Section 3.A.15 of this contract.

e. Failure of the Dealer to work with the Agency-approved truck owner in good faith to resolve problems with the DPF system encountered within 20 days of voucher signature may result in the Agency de-listing the Dealer from the ScRAPS 2 Dealer Roster in accordance with Section 10 of this contract.

6) After the Agency Project Manager has authorized the final incentive value, provide a final proposed invoice by email to the Agency Project Manager for the total sales price of the truck showing a credit for the Agency-authorized ScRAPS Program incentive amount. This final proposed invoice must also show all allowable costs as defined in Section 3.A.4.a of this contract.

Required Deliverable for 3.A.6: The Dealer shall email to the Agency Project Manager a final proposed invoice showing the total sales price of the truck meeting the requirements of the approved incentive option, a credit for the anticipated Agency-authorized ScRAPS Program incentive amount, and all allowable costs.

Due: before the Agency issues a voucher to an Agency-approved truck owner.

7) Provide by email to the Agency Project Manager a copy of the title (front and back sides) for the proposed replacement truck.

   Required Deliverable for 3.A.7: The Dealer shall email to the Agency Project Manager a copy of the front and back sides of the title for the proposed replacement truck.

   Due: before the Agency issues a voucher to an Agency-approved truck owner.

8) Allow in-person inspection and photographing of the proposed replacement truck by Agency personnel or provide digital photos by email to the Agency Project Manager of all of the following:
   a. Full view of truck;
   b. Side view of the engine;
   c. Full engine identification tag, clearly showing engine serial number;
   d. Full VIN number;
   e. Odometer; and
   f. EPA Emissions Label on the engine (EPA emissions certification year must be legible). If photos of the EPA Emission Label are not possible to obtain due to the position of the tag or other adverse conditions, the agency may accept, at its sole discretion, other documentation showing the EPA emissions certification year.

   Required Deliverable for 3.A.8: Unless the Agency completes an in-person inspection of the proposed replacement truck, the Dealer will email all of the required photos (or the Agency-approved alternative documentation in the case of the EPA Emissions Label) of the proposed replacement truck to the Agency Project Manager.

   Due: before the Agency issues a voucher to an Agency-approved truck owner.

9) At the time of sale, provide each Agency-approved truck owner with information about how to properly maintain the truck's emission control system(s) and complete the Dealer Emission Control System Orientation Worksheet form, a sample of which is included as Attachment B and incorporated herein by reference.

   Required Deliverable for 3.A.9: The Dealer must include a completed Dealer Emission Control System Orientation Worksheet form, signed by both the dealer and the Agency-approved truck owner, with each invoice to the Agency.

   Due: in accordance with Section 5.

10) Provide each Agency-approved truck owner who possesses an Agency-issued voucher a credit for the specific voucher amount at the time of sale toward the

purchase of a qualifying replacement truck, as authorized on the Agency-issued voucher.

Required Deliverables for 3.A.10:

a. The Dealer must include a copy of the Dealer's final invoice to the Agency-approved truck owner, showing all charges and credits as required in Section 5, "Compensation," with each invoice to the Agency.

   Due: in accordance with Section 5.

b. The Dealer must include the original ScRAPS 2 program Agency-issued voucher signed and dated by the Dealer and Agency-approved truck owner, with each invoice to the Agency.

   Due: in accordance with Section 5.

11) Transfer ownership of a replacement truck to an Agency-approved truck owner *only after* receiving an Agency-issued voucher valid for that specific truck purchase. The ownership transfer process may include Department of Licensing transfer or Title Purposes Only (TPO) transfer placing title in the name of the Agency-approved truck owner (and lienholder, if applicable). **The Dealer shall not transfer ownership until after an Agency-issued voucher listing the specific Agency-approved truck owner and the replacement truck is received by the Dealer.**

12) Refer all questions regarding ScRAPS 2 Program policies and requirements to the Agency's Project Manager.

13) Submit to the Agency an invoice for the amount of the Agency-issued voucher, accompanied by all of the required documentation stated in Section 5, "Compensation," once each truck purchase is completed.

14) Complete all ScRAPS 2 Program-related sales and submit all invoices to the Agency by December 31, 2017, or by a later date authorized by the Agency in writing.

15) Maintain original records of ScRAPS 2 Program-related sales and make these records available for inspection by representatives of the Agency during regular business hours. Records of sale must include:

    a. Name and telephone number of each Agency-approved truck owner participating in the ScRAPS 2 Program that has purchased a truck from the Dealer;

    b. Engine year, make and model of each replacement truck sold to an Agency-approved truck owner using a ScRAPS 2 Agency-issued voucher;

c. Location of the United States-located factory where each truck was assembled based upon the 11th digit of the truck's VIN;

d. The date each replacement truck's emission control system(s) was inspected and serviced prior to delivering the truck to the Agency-approved truck owner;

e. Documentation of any repairs arising from a problem with the DPF system encountered within 20 days of voucher signature.

16) Acknowledge by signing this contract that the Agency assumes no responsibility or liability for the condition of any replacement trucks sold to buyers by the Dealer.

17) Collect and remit all applicable sales tax as required by the laws of Washington and the state in which the Dealer is located.

18) Acknowledge by signing this contract that the Agency does not guarantee that a minimum number, or any, purchases shall be made from the Dealer as part of the ScRAPS 2 Program.

19) Certify that the Dealer has all required licenses, permits, and authorizations necessary to carry on its business.

20) Not provide or assert false or misleading information concerning the Agency or its programs.

21) Submit EPA form 6100-3, included as Attachment C, and incorporated herein by reference, if the Dealer or a subcontractor to the Dealer is a federally recognized Disadvantaged Business Enterprise.

B. <u>The Puget Sound Clean Air Agency agrees to:</u>

1) Provide training to all Dealers to ensure they are up to date on the differing requirements of the two ScRAPS 2 incentive options.

2) Once the dealer has completed mandatory Dealer Training, list the Dealer on the ScRAPS 2 Dealer Roster, subject to Sections 2, 3.A, and 10 of this Contract.

3) Inform truck owners about the ScRAPS 2 Program and its partners through media such as newsletters, outdoor boards, direct mailings, leaflets distributed at Port terminals, truck owner meetings, information at its Port of Seattle Terminal 5 Outreach Center, or by other means.

4) Provide ScRAPS 2 Program outreach materials (such as fliers, media releases, mailers) for use by the Dealer.

5) Document the manufacturers whose trucks are exempt from the "Buy America"

American Iron and Steel provisions because the iron and steel within them is less than 90% of the value of the manufactured truck. The Agency shall maintain a list of such truck manufacturers as Attachment A. The Agency shall update Attachment A periodically as additional trucks or manufacturers are identified and shall provide an updated Attachment A to the Dealer upon revision.

6) Prequalify truck owners by confirming that they meet the Port's ScRAPS 2 Program participant criteria.

7) Issue Pre-Approval Letters to Agency-approved truck owners that clearly identify which incentive option(s) they are approved for and the maximum incentive amount that the program may provide toward the purchase of an eligible replacement truck for each option. The Agency will decide, at its sole discretion, which incentive option(s) an applicant is approved for and the amount of the incentive(s).

8) Determine the value of a voucher to be issued based on the draft proposed sales invoice provided by the Dealer using information provided by the Dealer in accordance with Section 3.A.6 (Dealer Requirements). The maximum value of vouchers under the 2007+ Incentive option is $20,000 or 50% of the eligible sales price of the replacement truck, **whichever is lower**. The maximum value of vouchers under the 2010+ Incentive option is $27,000 or 50% of the eligible sales price of the replacement truck, **whichever is lower**. For both incentive options, the Agency will communicate the exact voucher value to Dealers via email and will specify the exact voucher value on the voucher; this amount is to be shown as a credit on the final invoice to the Agency-approved truck owner, in accordance with Section 3.A.10.

9) Issue vouchers to Agency-approved truck owners specifying which ScRAPS 2 incentive option will partially fund the replacement truck and the specific incentive provided for the replacement truck under that option. The Agency will decide, at its sole discretion, the amount of the incentive.

10) Refer Agency-approved truck owners to the ScRAPS 2 Dealer Roster. Selection of a Dealer is at the sole discretion of each Agency-approved truck owner.

11) Reimburse the Dealer for each Agency-issued voucher that the Dealer has accepted from an Agency-approved truck owner as cash toward an eligible truck, provided the Dealer has submitted all the necessary documentation to support such request for reimbursement, as described in Section 5, "Compensation," and satisfactorily performed all of the requirements of this contract.

4. <u>Communications About Performance.</u> The Dealer understands that Agency staff members have been encouraged to communicate any concerns about the performance of the Dealer directly and respectfully to the Agency Project Manager in a good-faith attempt to resolve any issues. Similarly, if the Dealer has a concern about the performance of the contract or an interaction with an Agency staff member, the Dealer agrees to communicate that concern directly and respectfully to the Agency Project Manager in a good-faith attempt to resolve any issues.

5. <u>Compensation</u>.

A. The actual compensation paid to the Dealer under this contract will depend upon satisfactory performance of all of the requirements of this contract by the Dealer and how many Agency-approved truck owners utilize the Dealer for truck purchases under the ScRAPS 2 program. Compensation is limited to the amounts specified on the Agency-issued vouchers. For vouchers issued under the 2007+ Incentive option, the value of the voucher will not exceed 50% of the allowable costs towards the total sales price of the truck, capped at $20,000, per truck. For vouchers issued under the 2010+ Incentive option, the value of the voucher will not exceed 50% of the allowable costs towards the total sales price of the truck, capped at $27,000, per truck. The funding for this contract is provided by the Port as well as by grants provided to the Port and to the Agency from the U.S. Department of Transportation Federal Highway Administration Congestion Mitigation and Air Quality Program (CMAQ) through the Washington State Department of Transportation (WSDOT), and the Washington State Department of Ecology's (Ecology) Clean Diesel Program.

B. The Dealer will submit invoices to the Agency's Manager of Finance and Purchasing and will include with each invoice all of the following attachments for each replacement truck for which the Dealer is seeking reimbursement:

1) Original ScRAPS 2 program Agency-issued voucher signed and dated by the Dealer and the Agency-approved truck owner.

2) Copy of the final invoice from the Dealer to the Agency-approved truck owner, showing the following credits and charges:

a. Sales price for the truck

b. Allowable ancillary costs as described in Section 3.A.4.a of this contract

c. Sales tax for the sales price of the truck and for allowable ancillary costs as described in Section 3.A.4.a of this contract

d. Credit for the value of the Agency-issued voucher (voucher number must be identified)

e. Any additional fees, services, or options that are considered non-allowable costs as described in Section 3.A.4.b of this contract and the sales tax for all non-allowable costs.

3) Copy of the Dealer Emission Control System Orientation Worksheet form signed by both the Dealer and the Agency-approved truck owner.

C. The Agency will pay the Dealer within thirty (30) days of receipt of a complete invoice, including attachments, and after review and approval by the Agency Project Manager.

D. Except, the Agency may delay payment past thirty (30) days in accordance with Section 10 or Section 23.B (Section 5 of Attachment D).

6. Term. The effective date of this contract is upon signature by all parties or February 29, 2016, whichever is later. Any costs incurred prior to the effective date of this contract will be at the sole expense and risk of the Dealer.

Unless terminated earlier under the provisions of Section 9, the termination date of this contract is December 31, 2017. However, this contract may be extended beyond December 31, 2017, by mutual written agreement; such an extension may occur if, for example, additional funding becomes available for the ScRAPS 2 program.

7. Communications. The following persons shall be the contact persons for all communications regarding the performance of this contract.

Dealer	**Agency**	**Agency**
	Project Manager: Kathy Boucher	Finance Manager: Karen Houser
	Puget Sound Clean Air Agency	Puget Sound Clean Air Agency
	1904 Third Avenue, Suite 105 Seattle, WA 98101	1904 Third Avenue, Suite 105 Seattle, WA 98101
	Phone: 206-932-0317	Phone: 206-689-4036
	Fax: 206-343-7522	Fax: 206-343-7522
	Email: kathyb@pscleanair.org	Email: karenh@pscleanair.org

8. Changes. The Agency may, from time to time, require changes in the scope of services performed under this contract. The parties shall mutually agree to the changes by written amendment to the contract.

9. Termination. The Agency may terminate this contract at any time with or without cause by giving a fifteen-day (15) written notice to the Dealer of such termination and by specifying the effective date of the termination. Upon termination of this contract, the Agency, in addition to any other rights provided in this contract, may require the Dealer to deliver to the Agency any property specifically produced or acquired for the performance of such part of this contract as has been terminated.

10. Removing Dealers from the ScRAPS 2 Dealer Roster.

A. The Agency may de-list the Dealer from the ScRAPS 2 Dealer Roster for any of the following occurrences:

1) Failure to perform the required tasks in Section 3 of this contract.

2) Accepting kickbacks, rebates or other non-ScRAPS 2 Program benefits from truck owners, suppliers, subcontractors or persons associated with the Agency.

3) Failure to allow access to data in accordance with Section 11 below.

4) Failure to resolve customer complaints during the agreement period concerning Dealer business practices, provided that said complaints are considered valid by the Agency. Complaints considered valid include but are not limited to: missed appointments, abusive behavior or language, verified threatening behavior, and/or bodily harm to the customer.

5) Failure to properly inspect and service the DPF system and other emission control systems including EGR and SCR systems prior to delivering a replacement truck to an Agency-approved truck owner in accordance with Section 3.A.5.

6) Failure to act in good faith to resolve problems with a DPF if such problems arise within 20 days of the date the Agency-approved truck owner and the Dealer sign the Agency-issued incentive voucher in accordance with Section 3.A.5.c.

7) Failure to meet changes in program requirements introduced through contract amendments.

8) Providing false or misleading information concerning the Agency or any of its Programs.

9) Any circumstances similar to (1)-(8) in the Agency's sole determination.

B. Prior to de-listing from the ScRAPS 2 Dealer Roster, the Agency will notify the Dealer of the proposed action and afford the Dealer an opportunity to discuss and propose a resolution of the problem(s). If the proposal for resolution by the Dealer is acceptable to the Agency, the Agency may withdraw or postpone de-listing action pending completion of any promised action by the Dealer. The Agency may delay compensation to the Dealer during this period and any subsequent probationary period. If the Dealer fails to complete the promised action in the time agreed upon, the Agency may de-list the Dealer from the ScRAPS 2 Dealer Roster.

C. If the Dealer completes the promised action in the time agreed upon, the Agency may retain the Dealer on the ScRAPS 2 Dealer Roster on a probationary basis. The

terms and conditions of probationary listing will be specified in writing and agreed upon by the Dealer and the Agency.

D. If the Agency has de-listed the Dealer from the ScRAPS 2 Dealer Roster, previous Agency-issued vouchers where no truck purchase has been completed will be null and void. The Dealer will have 30 days from the date of the last completed truck purchase using an Agency-issued voucher to submit all outstanding required documentation and requests for reimbursement to the Agency.

11. Agency Access to Data. The Dealer shall provide the Agency, at no additional charge, access to all data generated under this contract. "Data" includes all information that supports the findings, conclusions and recommendations of the Dealer's reports, including computer models and the methodology for those models.

12. Copyright Provisions. Unless otherwise provided, all materials produced under this contract shall be considered “works for hire” as defined by the U.S. Copyright Act and shall be owned by the Agency. The Agency shall be considered the author of such materials. In the event the materials are not considered “works for hire” under the U.S. Copyright laws, the Dealer hereby irrevocably assigns all right, title, and interest in materials, including all intellectual property rights, to the Agency, effective from the moment of creation of such materials.

Materials means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register and the ability to transfer these rights.

For materials that are delivered under the contract, but that incorporate pre-existing materials not produced under the contract, the Dealer hereby grants to the Agency a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Dealer warrants and represents that the Dealer has all rights and permissions, including intellectual property rights, moral rights, and rights of publicity, necessary to grant such a license to the Agency.

The Dealer shall exert all reasonable effort to advise the Agency, at the time of delivery of materials furnished under this contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this contract. The Agency shall receive prompt written notice of each notice or claim of copyright infringement received by the Dealer with respect to any data delivered under this contract. The Agency shall have the right to modify or remove any restrictive markings placed upon the data by the Dealer.

13. Dealer Not An Employee of the Agency. The Dealer and the Agency intend that an independent contractor relationship will be created under this contract. The Dealer and its employees or agents are not employees of the Agency and shall not be entitled to compensation or benefits of any kind other than as specifically provided herein. The Dealer will not hold itself out as nor claim to be an officer or an employee of the Agency or of the State of Washington by reason hereof, nor will the Dealer make any claim of right, privilege or benefit which would accrue to an employee under the law. Conduct and control of the work will be solely with the Dealer.

14. Indemnification. The Dealer shall release, indemnify, defend and hold harmless the Agency, its Board of Directors, officers, employees and agents from and against any and all liability, loss, damage, expense, actions, or claims, including costs and attorney's fees which the Agency, its Board of Directors, officers, employees and agents may hereafter sustain, incur, or be required to pay asserting or arising directly or indirectly due to any act or omission of the Dealer, its agents, employees or subcontractors, in the execution, performance or failure to adequately perform the Dealer's obligations pursuant to this contract; provided, however, this paragraph does not purport to indemnify the Agency against liability for damages arising out of bodily injuries to persons or damages caused by or resulting from the sole negligence of the Agency, its Board of Directors, its officers, employees and agents in the execution, performance or failure to adequately perform its obligations pursuant to this contract.

15. Subcontracting. Except for the cleaning and the maintenance of emission control systems described above in Section 3.A.5, the Dealer shall not enter into subcontracts for any of the services or work contemplated under this contract without obtaining prior written approval of the Agency Project Manager. In no event shall the existence of any subcontract operate to release or reduce the liability of the Dealer to the Agency for any breach in the performance of the Dealer's duties. Any subcontracts must also comply with the required Federal Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion as described in Section 16.

16. Required Provision of Federal Highways Administration Form 1273, X: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion. The Dealer is a prospective first tier participant, as described below, and must include the instructions and certification (printed in *italics*) below in any solicitations for proposals from subcontractors to complete work covered by this contract as stated in FHWA-1273 – X, "CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION".

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements,

consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost $25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. *Instructions for Certification – First Tier Participants.*

    a. *By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.*

    b. *The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.*

    c. *The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.*

    d. *The prospective first tier participant shall provide immediate written notice to the contracting agency to which this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.*

    e. *The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).*

    f. *The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.*

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (6) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant 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 participating in 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 (1)(b) 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.*

b. *Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.*

2. *Instructions for Certification - Lower Tier Participants.*

   (Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200)

   a. *By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.*

   b. *The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.*

   c. *The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.*

   d. *The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).*

   e. *The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from*

participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. *The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.*

g. *A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Systems for Award Management website (https://www.sam.gov), which is compiled by the General Services Administration.*

h. *Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.*

i. *Except for transactions authorized under paragraph (5) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.*

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

a. *The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.*

b. *Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.*

17. Payroll and Taxes. The Dealer assumes full responsibility for the payment of all wages, payroll taxes, use, sales, income or other form of taxes, fees and licenses.

18. Licensing, Accreditation, and Registration. The Dealer shall comply with all applicable local, state, and federal licensing, accreditation, and registration requirements/standards, necessary for the performance of this contract.

19. Industrial Insurance Coverage. The Dealer shall provide or purchase industrial insurance coverage prior to performing work under this contract and shall maintain full compliance with Chapter 51.12 RCW during the term of this contract. If the Dealer is exempt from the requirements of Chapter 51.12 RCW, he/she must carry appropriate liability insurance equivalent to the coverage provided under that chapter. The Agency will not be responsible for the payment of industrial or liability insurance premiums or for any other claim or benefit for the Dealer, or any subcontractor or employee of the Dealer, which might arise under the industrial insurance laws during the performance of duties and services under this contract. If the Department of Labor and Industries, upon audit, determines that industrial insurance payments are due and owing as a result of work performed under this contract, those payments shall be made by the Dealer; the Dealer shall indemnify the Agency and guarantee payment of such amounts.

20. Limitation of Authority. Only the Agency's Project Manager shall have the express, implied or apparent authority to alter, amend, modify or waive any clause or condition of this contract except for clauses or conditions required by law. Furthermore, any alteration, amendment, modification or waiver of any clause or condition of the contract is not effective or binding unless made in writing and signed by the Agency's Project Manager.

21. Governing Law. This contract shall be governed by the laws of the state of Washington. The Dealer, by execution of the contract, acknowledges the jurisdiction of the courts of the state of Washington in this matter.

22. Severability. The provisions of this contract are severable. If any provision is illegal or invalid for any reason whatsoever, that illegality or invalidity shall not affect the validity of the rest of the contract.

23. <u>Nondiscrimination.</u>

A. During the performance of this contract, the Dealer, for itself, and all assignees and successors in interest, will comply with the following laws and regulations:

1) Title VI of the Civil Rights Act of 1964 (42 USC Chapter 21 Subchapter V Section 2000d through 2000d-4a);

2) Federal–aid Highway Act of 1973 (23 USC Chapter 16 Subchapter V Section 794);

3) Age Discrimination Act of 1975 (42 USC Chapter 76 Section 6101 et seq.);

4) Civil Rights Restoration Act of 1987 (Public Law 100-259);

5) American with Disabilities Act of 1990 (42 USC Chapter 126 Section 12101 et. seq.);

6) 49 CFR Part 21;

7) 23 CFR Part 21; and

8) RCW 49.60.

B. In relation to Title VI of the Civil Rights Act of 1964, the Dealer is bound by the provisions of Attachment D, attached hereto and by this reference made part of this Contract, and shall include the attached in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations and or directives hereto.

24. <u>Utilization of Minority and Women-Owned Business Enterprises (MWBE).</u> To the extent practicable, when performing the services agreed to under this contract, the Dealer should utilize MWBEs certified by the Office of Minority and Women's Business Enterprises under the state of Washington certification program.

25. **<u>Assignment.</u>** The work provided under this contract, and any claim arising thereunder, is not assignable or delegable by either party, in whole or in part, without the express prior written consent of the other party.

26. **<u>Attorneys' Fees.</u>** In the event of litigation or other action brought to enforce contract terms, each party agrees to bear its own attorneys' fees and costs.

27. <u>Content and Understanding.</u> This contract contains a complete and integrated understanding and contract between the parties. No other statements or representations, written or oral, shall be deemed a part hereof.

THIS CONTRACT is executed by the persons signing below, who warrant they have the authority to execute the contract.

PUGET SOUND CLEAN AIR AGENCY **(DEALER NAME)**

By: _____
Paul Roberts
Board of Directors, Chair
Date: _____

By: _____
(Signatory/Name)
(Title)
Date: _____

Attest:

By: _____
Craig T. Kenworthy
Executive Director
Date: _____

Approved as to Form:

By: _____
Jennifer A. Dold
General Counsel
Date: _____

Attachment A: Manufacturers of Trucks that are Certified to be Exempt from Buy America Provision forUsing American Iron and Stee;

Attachment B: Dealer Emissions Control System Oritientation Worksheet

Attachment C: EPA form 6100-3

Attachment D: Title VI Asssurances

Form No. 61-132 (Rev. 10/15- bhw)

Attachment A: Manufacturers of Trucks that are Certified to be Exempt from the Buy America Provision for Using American Iron and Steel

The following heavy-duty, Class 8 trucks from the following manufacturers meet the requirement that the value of the iron and steel contained within the truck is less than 90% of the value of the manufactured truck. This Attachment will be updated by the Agency as new certification letters are received, if any.

Manufacturer	Trucks Covered by Certification Letter	Dealer from whom Letter was Received	Date Certification Letter Received by Agency
Freightliner	*All US built*	*Valley Freightliner*	*4/14/14*
Kenworth	*All US built*	*Kenworth Northwest*	*4/10/14*
Kenworth	*All US built*	*Papé Kenworth*	*4/10/14*
Volvo	*All US built*	*TEC Equipment*	*4/10/14*
Mack	*All US built*	*TEC Equipment*	*4/10/14*
International	*All US built*	*Woodpecker Truck*	*4/10/14*
International	*All US built*	*Motor Trucks, Inc.*	*4/11/14*
International	*All US built*	*Husky Trucks*	*4/10/14*
Peterbilt	*All US built*	*Western Peterbilt*	*4/15/14*

ScRAPS 2	Seaport Truck Scrappage and Replacements for Air in Puget Sound	DEALER EMISSION CONTROL SYSTEM ORIENTATION WORKSHEET

Voucher #_____

Completed by Dealer – ~~FORM 25~~ → Section #3

TO BE SIGNED BY DEALER/SALESPERSON

Customer name:	
Dealer:	

In accordance with Section 3.A.9 of the ScRAPS dealer contract, I, _____, have provided the above-named customer, who is a participant in the ScRAPS 2 incentive program, with a detailed orientation regarding care and maintenance of all equipped engine emission control systems, including Diesel Particulate Filter (DPF) systems and Selective Catalytic Reduction (SCR) systems (if applicable). Specifically, I hereby certify that I have:

DEALER INITIALS	
	Demonstrated the location of DPF systems including indicator lights and regeneration controls.
	Explained the customer's role in the operation of the DPF systems, including the difference between an automatic regeneration and a manual (parked) regeneration, the procedure for performing a manual regeneration (if necessary), and the frequency with which regenerations are typically required.
	Identified the Diesel Exhaust Fluid (DEF) fill location of the SCR system and provided information regarding fluid requirements and typical rate of usage, if applicable.
	Furnished the customer with documentation of all emissions-related mechanical inspections and services that have been performed prior to sale, as required by the ScRAPS 2 contract.

→ Signed: _____ Date: _____

→ → → (salesperson/dealer representative)

TO BE SIGNED BY CUSTOMER

I, _____, have been provided information as described above regarding care and maintenance of the applicable emission control systems on my truck, including on-vehicle demonstration of equipped systems. I have had the opportunity to have any and all questions regarding these systems and their operation answered by the dealer's sales or service staff.

→ Signed: _____ Date: _____

→ → → → (customer)

Attachment C: EPA form 6100-3

United States Environmental Protection Agency

OMB Control No: 2090-0030
Approved: 8/13/2013
Approval Expires: 8/31/2015

Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Performance Form

This form is intended to capture the DBE[1] subcontractor's[2] description of work to be performed and the price of the work submitted to the prime contractor. An EPA Financial Assistance Agreement Recipient must require its prime contractor to have its DBE subcontractors complete this form and include all completed forms in the prime contractors bid or proposal package.

Subcontractor Name		Project Name
Bid/ Proposal No.	Assistance Agreement ID No. (if known)	Point of Contact
Address		
Telephone No.		Email Address
Prime Contractor Name		Issuing/Funding Entity:

Contract Item Number	Description of Work Submitted to the Prime Contractor Involving Construction, Services, Equipment or Supplies	Price of Work Submitted to the Prime Contractor

DBE Certified By: ___ DOT ___ SBA ___ Other: _____	Meets/ exceeds EPA certification standards? ___ YES ___ NO ___ Unknown

[1] A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

[2] Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.

EPA FORM 6100-3 (DBE Subcontractor Performance Form)

OMB Control No: 2090-0030
Approved: 8/13/2013
Approval Expires: 8/31/2015

Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Performance Form

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware of that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

Prime Contractor Signature	Print Name
Title	**Date**

Subcontractor Signature	Print Name
Title	**Date**

The public reporting and recordkeeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed form to this address.

EPA FORM 6100-3 (DBE Subcontractor Performance Form)

Attachment D: Title VI Assurances

During the performance of this Contract, the Dealer, for itself, its assignees, and successors in interest agrees as follows:

1. Compliance with Regulations: The Dealer will comply with the Regulations relative to nondiscrimination in federally assisted programs of the Agency, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this Contract.

2. Non-discrimination: The Dealer, with regard to the work performed during the Contract, will not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of sub-consultants, including procurement of materials and leases of equipment. The Dealer will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Sub-consultants, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiations made by the Dealer for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-consultant or supplier shall be notified by the Dealer of the Dealer's obligations under this Contract and the Regulations relative to non-discrimination on the grounds of race, color, sex, or national origin.

4. Information and Reports: The Dealer will provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by Agency, State or the Federal Highway Administration (FHWA) to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Dealer is in the exclusive possession of another who fails or refuses to furnish this information, the Dealer will so certify to the Agency, State or the FHWA as appropriate, and will set forth what efforts it has made to obtain the information.

5. Sanctions for Non-compliance: In the event of the Dealer's non-compliance with the nondiscrimination provisions of this Contract, the Agency will impose such Contract sanctions as it, the State or the FHWA may determine to be appropriate, including, but not limited to:

- Withholding of payments to the Dealer under the Contract until the Dealer complies, and/or;
- Cancellation, termination, or suspension of the Contract in whole or in part

6. Incorporation of Provisions: The Dealer will include the provisions of above paragraphs (1) through (5) in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Dealer will take such action with respect to any sub-consultant or procurement as the Agency, State or FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance. Provided, however, that in the event a dealer becomes involved in, or is threatened with, litigation with a sub-consultant or supplier as a result of such direction, the Dealer may request the Agency and the State enter into such litigation to protect the interests of the Agency and the State and, in addition, the Dealer may request the United States enter into such litigation to protect the interests of the United States.

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APPENDIX C
RFQ RESPONSE FORM – TITLE PAGE

The undersigned agrees to furnish the services described herein, subject to the conditions and requirements of this proposal. The proposal must be signed by someone with the authority to legally bind the bidder.

This proposal will remain in effect for _____ days *(Minimum 120)* from date submitted.

Upon award, the services will remain in effect for _____ months *(minimum 12)* from the date of the contract.

Bidder Identification and Authorized Signature:

Firm Name: _____

Address: _____

Signed By: _____

Printed Name: _____

Title: _____

Date: _____

Please indicate person to be contacted by the Puget Sound Clean Air Agency concerning this proposal:

Name: _____

Title: _____

Telephone: _____

Fax Number: _____

E-Mail: _____

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Puget Sound Clean Air Agency

Appendix D

Required RFQ Questionnaire

Please do not leave any answers blank or the Agency will reject your submittal.
If an answer is "not applicable" or "none", so indicate.

1. How many years has your company been a licensed truck dealer? _____
   Please attach a copy of your Dealer's License.

2. Do you have insurance coverage required by the applicable state, provincial, or territorial laws and regulations to operate such a business? _____

3. Please list the address(es) of all of your dealership locations, both in Washington and elsewhere (attach a separate sheet if necessary).

_____

_____

_____

_____

_____

_____

4. What experience does your dealership have working with Puget Sound Clean Air Agency, federal and state grant programs, or port truck replacement programs?

_____

_____

_____

_____

_____

_____

5. Is your dealership familiar with the unique needs of port truck drivers? Please provide examples of your prior experience working with this specific market.

_____

_____

_____

6. Does your dealership offer trucks compliant with the 2007 and 2010 EPA engine standards in sound and safe condition? _____

7. Does your dealership offer trucks manufactured in the United States in sound and safe condition? _____

8. How many trucks in your current inventory comply with questions 6 and 7?

_____	_____
2007-2009	2010 or newer

9. Are your used trucks certified in accordance with the requirements of the US Department of Transportation prior to sale? How? _____

10. Does your dealership have the capability to assure that diesel particulate filter (DPF) emission control systems are working correctly?
_____

11. Does your dealership have the capability to service diesel particulate filter (DPF) emission control systems? _____

12. Do you have a process for helping customers for whom English is a second language? Please describe this process.

_____

_____

_____

_____

_____

_____

13. How will your dealership ensure that (a) all replacement truck(s) meet the applicable ScRAPS 2 Program criteria and that (b) trucks your dealership provides under this program are only delivered to Agency-approved program participants? Please explain.

_____

_____

_____

14. How will the customer be instructed if there are questions regarding the ScRAPS 2 program?

_____

_____

_____

15. Does your dealership offer additional products and services to truck purchasers such as warranties, insurance, financing, DPF cleaning, etc.? Please list them.

_____

_____

_____

_____

_____

_____

16. If your dealership is located outside the United States, how will you transfer title to the truck to the Washington State-based buyer, in full compliance with Washington State Department of Licensing requirements, upon its sale? Explain, or indicate "N/A" if your dealership is within the United States.

_____

_____

_____

_____

On behalf of the firm submitting this proposal, my name below attests to the accuracy of the above statements:

_____	_____
Signature of Bidder	Printed Name of Bidder
_____	_____
Title	Date

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Appendix E

Certifications and Assurances

The following certifications and assurances are a required element of a proposal and required for an award or continuation of a contract. The undersigned bidder certifies the truthfulness of the statements.

1. I/we declare that all answers and statements made in the proposal and all required submittals are true and correct.
2. The prices and/or cost data have been determined independently, without consulting, communicating, or agreeing with others for the purpose of restricting competition. However, I/we may freely join with other persons or organizations for the purpose of presenting a single proposal.
3. The attached proposal is a firm offer for a period of a minimum of 120 days following receipt. The agency may accept the proposal without further negotiation (except where obviously required by lack of certainty in key terms) at any time within the 120-day period.
4. In preparing this proposal, I/we have not been assisted by any current or former employee of the agency whose duties related (or did relate) to this proposal or prospective contract, and who was assisting in other than his or her official, public capacity. Any exceptions to this assurance is described in full on a separate page and attached to this document.
5. I/we understand that the agency will not reimburse me/us for any costs incurred in preparing this proposal. All proposals become the property of the agency and I/the company claim no proprietary right to the ideas, writings, items, or samples, unless so stated in the proposal.
6. Unless otherwise required by law, the prices and/or costs data which I/we submitted have not been knowingly disclosed and will not knowingly be disclosed prior to opening, directly or indirectly to any other bidder or to any competitor.
7. I/we agree that submitting the attached proposal constitutes acceptance of the agency's solicitation contents and the attached sample contract and general terms and conditions. If I/we have any exceptions to these terms, they are described in detail on a page attached to this document.
8. I/we have not induced any other person or firm to submit, or not submit a proposal for the purpose of restricting competition.

If submitted electronically, signer agrees:

On behalf of the firm submitting this proposal, my name below attests to the accuracy of the above statements:

_____	_____
Signature of Bidder	Printed Name of Bidder
_____	_____
Title	Date

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Puget Sound Clean Air Agency

RFQ Appendix F

Puget Sound Clean Air Agency
1904 3rd Avenue, Suite 105
Seattle, WA 98101

Certification Regarding Debarment, Suspension and Other Responsibility Matters

The prospective participant certifies to the best of its knowledge and belief that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgement 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;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) 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.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to $10,000 or imprisonment for up to 5 years, or both.

_____
Typed Name & Title of Authorized Representative

_____ _____
Signature of Authorized Representative Date

☐ I am unable to certify to the above statements. My explanation is attached