

222 State St. Batavia, IL 60510 Tel: 866-511-5642 Fax: 630-761-0231

#### To Whom It May Concern:

We at TreeTop Products are excited to bid on RFB TO-20-12 for bus stop benches. The bench we are quoting I sour most popular bench. Please see our last page for an image and description. If you prefer an arched back style, we can provide that as well. We have also quoted a center arm rest as requested.

We agree to fulfilling the benches if awarded this contract. Our company was founded in 2008, and we have thousands of satisfied customers. We stand behind our products, and never sacrifice quality for low prices. As a customer of ours, you will always make a purchase that leaves you 100% satisfied.

Below, please find three references that have purchased this same bench:

Solomon Kayal Keke's Breakfast Cafe 1194 Tadsworth Ter Lake Mary FL 32746 (407) 562-6076

Dewayne Martin Honda Of Clear Lake 20233 Gulf Freeway Webster TX 77598 (832) 425-3505

Laurel Surratt General Wholesale Beer Company 1271 Tacoma Dr Nw Atlanta GA 30318 (770) 500-8157

If you have any questions or need any additional information, please do not hesitate to contact me.

Thank you,

Craig Riley

Vice President of Key Accounts



#### **COVER SHEET**

<b>Proposer Information</b>	
Company Name	TreeTOP Products
Address	222 State St.
City, State, Zip	Batavia, IL 60510
Main Phone	866-511-5642
<b>Contact Person Information</b>	
Name	Craig Piley
Job Title	Vice President of Key Accounts
Phone	630-845-5421
Alt. Phone	
Email	Key accounts @ tree top products.com
Signature	26 /6
Date: 1-8	-20



## PRICE QUOTE Page 1

Price Per 1 Bus Stop Bench	\$	671.84
Freight Charge Per 1 Bus Stop Bench	\$	161. 54
Warranty Charge Per 1 Bus Stop Bench for 7 years	\$	20
Extended Warranty Charge Per 1 Bus Stop Bench	\$	15
Number of Additional Years		
Fuel Surcharge Per 1 Bus Stop Bench	\$	0
Additional Charges:	\$	70
Center Arm Rest (i)		
Total:	\$	834, 43
P: P 50 P G P 1	•	28,868
Price Per 50 Bus Stop Benches	\$	
Freight Charge Per 50 Bus Stop Benches	\$	1,920
Warranty Charge Per 50 Bus Stop Benches for 7 years	\$	1,000
Extended Warranty Charge Per 50 Bus Stop Benches	\$	750
Number of Additional Years/		
Fuel Surcharge Per 50 Bus Stop Benches	\$	0
Additional Charges:	\$	3,200
Center Arm Rests (50)		
Total:	\$	35,738
Center Arm Rests (50)		

 $\label{tope constraints} Topeka \ Metro \ is \ tax \ exempt. \ \ Do \ not \ include \ sales \ tax \ in \ your \ proposed \ price.$ 



## PRICE QUOTE Page 2

#### **Maximum Percentage Increase:**

Complete your price quote in one of two ways:

- 1) Complete a price quote for each year of the contract.
- 2) Complete a price quote for the first year of the contract and show the maximum percentage increase for years 2-5.

List all applicable charges on page 1 of the price quote. Any charge other than those listed on the price quote will not be paid.



#### **BUY AMERICA CERTIFICATION**

Proposer will certify either compliance or non-compliance, not both. This certification must be submitted with the proposer's response.

#### Certificate of Compliance with 49 USC 5323(j)

The bidder hereby certifies that it will meet the requirements of 49 USC 5323(j), and the applicable regulations in 49 CFR Part 661 and any amendments thereto.

Signature:		
Name & Title:		
Company:		
Date:		
Certificate of Nor	n-Compliance with 49 USC 5323(j)	
	certifies that it cannot comply with the requirements of y qualify for an exception pursuant to 49 USC 532 49 CFR 661.7.	
Signature:		
Name & Title:	Craig Tiley UP Key Accounts	
Company:	Treetop Products	
Date:	1-8-20	



#### **DISADVANTAGED BUSINESS ENTERPRISES (DBE) CERTIFICATION**

This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. Metro's overall 2019-2021 goal for DBE participation is 2.00%; the race neutral goal is 1.12%, and the race conscious goal is 0.88%. There is no contract goal for this procurement.

The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as Metro deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from Metro.

The contractor may not hold retainage from its subcontractors.

The contractor must promptly notify Metro, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of Metro.

Signature:	616
Name and Title:	Craig Riley UP Key Accounts
Company Name:	Treetop Products
Date:	1=3. 1-8-20



#### **FLY AMERICA CERTIFICATION**

The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and sub-recipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

Signature:	418	
Name and Title:	Cruzy Filey UP Key Account	<u>ts</u>
Company Name:	Treetop Products	
Date:	1-8-20	



#### **LOBBYING CERTIFICATION**

The undersigned contractor certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. See 49 CFR 20.100.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 USC. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. [Note: Pursuant to 31 USC 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure. See 49 CFR 20.400.]

The undersigned contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 USC 3801, et seq, apply to this certification and disclosure, if any.

Signature:		50	2	5
Name and Title:	Craig Rit	ey UP	Key	Account
Company Name:	Trector F	roducts		
Date:	1-8-20			



#### **NON-COLLUSION CERTIFICATION**

This is my sworn statement to certify that this proposal was not made in the interest of or on behalf of any undisclosed entity. This proposal is not collusive.

This proposer has not been a party to any agreement or collusion in restraint of freedom of competition by agreement to bid a fixed price, to refrain from bidding, or otherwise. This proposer has not, directly or indirectly, by agreement, communication or conference with anyone, attempted to induce action prejudicial to the interest of Topeka Metropolitan Transit Authority, or of any proposer, or anyone else interested in the proposed contract.

Signature:	7.618
Name and Title:	Craig Piley UP Key Accounts
Company Name:	TreeTOP Products
Date:	1-8-20



#### SUSPENSION / DEBARMENT CERTIFICATION

In regard to 2 CFR Parts 180 and 1200

In accordance with 2 CFR Parts 180 and 1200, the contractor is required to verify that none of its principals or affiliates:

- 1) is included on the federal government's suspended and debarred list;
- 2) is proposed for debarment, declared ineligible, voluntarily excluded or disqualified;
- 3) within three years preceding this proposal, has been convicted of or had a civil judgment rendered against them for (a) commission of fraud or criminal offense pertaining to performing a public transaction, (b) violation of any federal or state antitrust statute, or (c) embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property:
- 4) is indicted or charged by a governmental entity for any of the charges in 3) above; and
- 5) has had any public transaction terminated for cause or default within three years preceding this proposal.

The contractor is required to include this requirement in any subcontracts related to this contract.

By signing and submitting its proposal, the proposer certifies that the certification in this clause is a material representation of fact relied upon by Metro. If it is later determined that the proposer knowingly rendered an erroneous certification, in addition to remedies available to Metro, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The proposer agrees to verify that none of its principals or affiliates is included on the federal government's suspended and debarred list at any time throughout the period of this contract. The proposer further agrees to include a provision requiring the same compliance in its subcontracts related to this contract.

Signature:	
Name and Title:	Crang Riley UP Key Accounts
Company Name:	TreeTop Products
Date:	[-8-20



Quote

Account Number - 95606

Estimate # QUOTRE3188

1/7/2020

Treetop Products Inc. 222 East State Street Batavia IL 60510 (866) 511-5642 info@treetopproducts.com

Customer Topeka Metro 201 N. Kansas Ave Topeka KS 66603 Ship To Topeka Metro 201 N. Kansas Ave Topeka KS 66603

Item	Qty	Rate	Amount
<b>2ZT2085-BK</b> Northgate Metal Park Bench/ 6' Bench/ Black	1	\$671.84	\$671.84
2ZV2311-BK Northgate Metal Bench/ Armrest/ Black	1	\$70.00	\$70.00
		Subtotal	\$741.84
		Tax (%)	\$0.00
		Shipping	\$164.54
		Total	\$906.38

### PRICING FOR THIS QUOTE IS LOCKED IN FOR 30 DAYS



Quote

Account Number - 95606

Estimate # QUOTRE3190

1/7/2020

Treetop Products Inc. 222 East State Street Batavia IL 60510 (866) 511-5642 info@treetopproducts.com

Customer Topeka Metro 201 N. Kansas Ave Topeka KS 66603 Ship To Topeka Metro 201 N. Kansas Ave Topeka KS 66603

Item	Qty	Rate	Amount
<b>2ZT2085-BK</b> Northgate Metal Park Bench/ 6' Bench/ Black	50	\$577.36	\$28,868.00
<b>2ZV2311-BK</b> Northgate Metal Bench/ Armrest/ Black	50	\$64.00	\$3,200.00
		Subtotal	\$32,068.00
		Tax (%)	\$0.00
		Shipping	\$1,920.00
		Total	\$33,988.00

PRICING FOR THIS QUOTE IS LOCKED IN FOR 30 DAYS









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Search

Trash Cans Park Amenities Park Benches Speed Bumps & Humps Signs

Home | Park Benches | Metal Benches | Product SKU # 2ZT2085-BK

# Northgate Metal Park Bench/ 6' Bench/ Black





PRICE BREAKS - The more you buy, the more you save

Quantity 6

Price \$736.85



#### **LENGTH**





**Armrest for Northgate** Benches TBN-ARM







\$88.85

#### DESCRIPTION

Classic style, 6 ft. and 8 ft. bench in Black Onyx

- Seat/Back: Powder-coated steel
- Seat Length Options: 6 ft. or 8 ft.
- Frame: Powder-coated steel
- Optional armrest, sold separately
- Premium quality & strength at an affordable price
- Weather-resistant
- · Simple 4-piece assembly
- Pre-drilled for surface-mount option (surface mounting hardware not included)



#### **SPECIFICATIONS**

Weight

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