

REQUEST FOR QUOTATION (THIS IS NOT AN ORDER)

Kansas City Area Transportation Authority

1. REQUEST FOR QUOTATION NO. 15-3003-23	2. DATE ISSUED 02/12/15	3. CLOSING DATE: Please provide quotation to the issuing Buyer (Block #4 & 5) on or before 03/02/15	PAGE 1	OF PAGES 9				
4. BUYER INFORMATION (Company Name & Address): Kansas City Area Transportation Authority 1350 E. 17th Street Kansas City, MO 64108		5. BUYER REPRESENTATIVE CONTACT INFORMATION: Name: Russell Collins Phone: 816-346-0283 Fax: 816-346-0345 Email: rcollins@kcata.org						
QUOTATION								
IMPORTANT: This is a Request for Information. Quotations furnished are not offers. If you are unable to quote, please so indicate on this document and return it to the Buyer in Block #4, attention of the Buyer Representative in block #5. This request does not commit Kansas City Area Transportation Authority to pay any costs incurred in the preparation or submission of this quotation, or to contract for supplies or services. Items are of domestic origin unless otherwise indicated by Offeror.								
6. Offers will not be publicly opened. Offers shall remain firm for a period of 30 calendar days from the date specified in block #3.		7. OFFEROR'S PROPOSED F.O.B. POINT: <input type="checkbox"/> Destination <input type="checkbox"/> Shipping Point <input type="checkbox"/> Other: Specify City and State _____						
		7A. OFFEROR'S PROPOSED FREIGHT PAYMENT TERMS: <input type="checkbox"/> Offeror Pays Freight <input type="checkbox"/> Buyer Pays Freight						
SCHEDULE OF ITEMS AND PRICES (Identify any applicable Federal, State or Local taxes.)								
8. PO LINE NO.	8A. KCATA PART NUMBER	8B. ITEM DESCRIPTION (See next page for additional items, if any.)	8C. QUANTITY	8D. UNIT	8E. UNIT PRICE	8F. REQUIRED DELIVERY	8G. QUOTED DELIVERY	
		See Scope/Description of Work						
8H. TOTAL AMOUNT OF QUOTATION:					\$			
9. QUOTER'S PROPOSED DISCOUNT FOR PROMPT PAYMENT (Buyer's standard terms are Net-30.) 10 CALENDAR DAYS - _____% 20 CALENDAR DAYS - _____% 30 CALENDAR DAYS - _____% OTHER: _____			10. CERTIFICATION OF BUSINESS SIZE AND CATEGORY <input type="checkbox"/> Completed Supplier Registration form attached. OR, Supplier Registration information previously supplied for business size and business category remains accurate for this quotation: <input type="checkbox"/> YES <input type="checkbox"/> NO – Contact Buyer Representative in Block 5 above.					
11. BUSINESS NAME AND MAILING ADDRESS OF QUOTER			12. NAME AND TITLE OF QUOTER'S REPRESENTATIVE					
11A. TELEPHONE NO.	11B. REMITTANCE ADDRESS IF DIFFERENT FROM ABOVE		12A. SIGNATURE		12B. DATE SIGNED			

GENERAL INFORMATION**Overview**

The Kansas City Area Transportation Authority ("KCATA" or "Authority") is the bi-state regional transit authority for the seven-county (Cass, Clay, Jackson, and Platte in Missouri; and Johnson, Leavenworth, and Wyandotte in Kansas) metropolitan area. The Authority provides transit service seven days per week and provides approximately 16 million transit trips per year on Metro bus and MAX services, Share-A-Fare paratransit service, and the AdVANtage Vanpool program.

General Information

The Buyer is exempt from federal excise, federal transportation and state sales tax such taxes shall not be included in price quotations. All discounts should be reflected in each unit price quote unless otherwise specified.

Quotes are subject to all terms, conditions and provisions of this document. Only an authorized agent or officer of the Offeror shall complete the quote. Any erasures, corrections or other changes appearing on the form shall be initialed.

Buyer intends to award a purchase order/contract resulting from this solicitation to the responsible Offeror whose proposal, conforming to Solicitation, will be most advantageous to Buyer, cost or price and other factors considered.

Buyer may: (1) reject any or all proposals if such action is in Buyer's interest, (2) accept other than the lowest proposal, and (3) waive informalities and minor irregularities in proposals received. Buyer may award a purchase order/contract on the basis of initial proposals received, without discussions. Therefore, each initial proposal should contain Offeror's best terms from a cost or price and technical standpoint.

Buyer reserves the right to accept and make award at unit price(s) offered in the proposal for any item, group or combination of items, or less than the full quantity of any item. Buyer may accept a proposal whether or not there are negotiations after its receipt, unless a written notice of proposal withdrawal is received from Offeror before award. Negotiations conducted after receipt of a proposal do not constitute a rejection or counteroffer by Buyer.

Buyer may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items. A proposal is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work, and if there is a reasonable doubt that proposal will result in the lowest overall cost to Buyer, even though it may be the low evaluated proposal, or it is so unbalanced as to be tantamount to allowing an advance payment.

Offeror's Responsibilities

By submitting a quote, the Offeror represents that:

- a) It has read and understands the RFQ and the quote is made in accordance with the requirements stated herein,
- b) Possesses the capabilities, resources, and personnel necessary to provide efficient and successful service to the Buyer,
- c) Is authorized to transact business in the State of Missouri

Before submitting a quote, the Offeror should make all investigations and examinations necessary to ascertain site or other conditions and requirements affecting the full performance of the contract.

Authorization to Propose

If an individual doing business under a fictitious name makes the RFQ, the RFQ should so state. If the RFQ is made by a partnership, the full names and addresses of all members of the partnership must be given and one principal member should sign the RFQ. If a corporation makes the RFQ, an authorized officer should sign the RFQ in the corporate name. If the RFQ is made by a joint venture, the full names and addresses of all members of the joint venture should be given and one authorized member should sign the RFQ.

Withdrawal & Incomplete Proposals

The RFQ may be withdrawn upon written request received by KCATA before proposal closing. Withdrawal of the RFQ does not prejudice the right of the Offeror to submit a new RFQ, provided the new quote is received before the closing date.

Incomplete quotes may render the RFQ as non-responsive.

Modification of Proposals

Any RFQ modifications or revisions received after the time specified for proposal closing may not be considered.

Approved Equals

Wherever brand, manufacturer, or product names are used, they are included only for the purposes of establishing a description of minimum quality of the requested item unless otherwise specified. This inclusion is not to be considered as advocating or prescribing the use of any particular brand or item or product. However, approved equals or better must be pre-approved by the Buyer.

All requests for approved equals shall be received in writing. Any changes to the specifications will be made by addendum. Offerors may discuss the specification with the KCATA Procurement Department; however, requests for changes shall be written and documented.

When an approved equal is requested, the Offeror shall demonstrate the quality of its product to the KCATA, and shall furnish sufficient technical data, test results, etc. to enable the KCATA to determine whether the Proposer's product is or is not equal to specifications.

Protests

The following protest procedures will be employed for this procurement. For the purposes of these procedures, "days" shall mean business days of KCATA administrative personnel which are days other than a Saturday, Sunday or legal holiday observed by KCATA for such administrative personnel.

Pre-Submittal: A pre-submittal protest is received prior to the proposal due date. Pre-submittal protests must be received by the KCATA, in writing and addressed to the KCATA Director of Procurement, no later than five (5) days before the bid closing date.

Post-Submittal/Pre-Award: A post-submittal/pre-award protest is a protest against making an award and is received after receipt of proposals but before award of a contract. Post-submittal protests must be received by the KCATA, in writing and addressed to the KCATA Director of Procurement, no later than five (5) days after the bid closing date.

Post-Award: Post-award protests must be received by the KCATA, in writing and addressed to the KCATA Director of Procurement, no later than five (5) days after the date of the Notice of Intent to Award.

The KCATA Director of Procurement shall respond in writing within five (5) days from the date of the written request. If the protester is not satisfied with the response of the KCATA Director of Procurement, the protester may appeal in writing to the KCATA General Manager within five (5) days from the date of the KCATA Director of Procurement's response.

The KCATA General Manager will decide if the protest and the appeal (if any) have been given fair and reasonable consideration, or if additional consideration is warranted. The KCATA General Manager's response will be provided within ten (10) days after receipt of the request. The KCATA General Manager's decision is final and no further action on the protest shall be taken by the KCATA.

By written notice to all parties, the KCATA Director of Procurement may extend the time provided for each step of the protest procedures, extend the date of notice of award, or postpone the award of a contract if deemed appropriate for protest resolution.

Protesters shall be aware of the Federal Transit Administration's (FTA) protest procedures with the FTA Regional Office (ref: FTA Circular 4220.1F) If federal funding is involved, FTA will review protests from a third party only when: 1) a grantee does not have a written protest procedure or fails to follow its procedure, or fails to review a complaint or protest; or 2) violations of specific federal laws or regulations have occurred.

An appeal to FTA must be received by FTA's regional office within five (5) working days of the date the protester learned or should have learned of KCATA's decision. Protests shall be addressed to: Regional Administrator, FTA Region 7, 901 Locust, Room 404, Kansas City, MO, 64106.

Disclosure of Proprietary Information

A Offeror may restrict the disclosure of scientific and technological innovations in which it has a proprietary interest, or other information that is protected from public disclosure by law, which is contained in the proposal by:

- 1) Marking each page of each such document prominently in at least 16 point font with the words "Proprietary Information;"
- 2) Printing each page of each such document on a different color paper than the paper on which the remainder of the RFQ is printed; and
- 3) Segregating each page of each such document in a sealed envelope, which shall prominently display, on the outside, the words "Proprietary Information" in at least 16 point font, along with the name and address of the Proposer.

After either a contract is executed pursuant to the RFQ, or all proposals are rejected, the proposals will be considered public records open for inspection. If access to documents marked "Proprietary Information," as provided above, is requested under the Missouri Sunshine Law, Section 610 of the Revised Statutes of Missouri, the KCATA will notify the Offeror of the request and the Offeror shall have the burden to establish that such documents are exempt from disclosure under the law. Notwithstanding the foregoing, in response to a formal request for information, the KCATA reserves the right to release any documents if the KCATA determines that such information is a public record pursuant to the Missouri Sunshine Law.

Disadvantaged Business Enterprise (DBE) Requirements

This RFQ 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. KCATA's overall goal for DBE participation is 12.5%. A separate goal has not been established for this RFQ.

Non-discrimination: Offerors shall not discriminate on the basis of race, color, national origin, or sex in the performance of this project. The Offeror shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Offeror to carry out these requirements is a material breach of the resulting contract, which may result in the termination of the contract or such other remedy as KCATA deems appropriate.

DBE Certification: DBE firms may participate as prime Contractors, subcontractors or suppliers. KCATA will only recognize firms that are certified as DBEs under the DOT guidelines found in 49 CFR Part 26. Firms must be certified as a DBE by a member of the Missouri Regional Certification Committee, which includes KCMO, MoDOT, City of St. Louis, Metro in St. Louis or KCATA. A list of certified firms may be found at www.modot.mo.gov/ecr/index.htm. MBE and WBE certifications from other agencies will not be considered.

DBE Requirements: Please see Section _ for DBE requirements applicable to this RFQ and any resulting contract. Section _ forms and/or waivers must be completed with great care by each Offeror to ensure that the RFQ is acceptable.

Employee Eligibility Verification

Offerors doing business with the Buyer must certify they are enrolled in and are participating in the federal work authorization program (i.e., Department of Homeland Security's E-Verify Program). For guidance in obtaining e-verification information, go to www.e-verify.uscis.gov/emp or www.dhs.gov/e-verify.

Proposer Status and Affirmative Action

Vendor Registration: All firms doing business with the KCATA shall complete a Vendor Registration form (Attachment A). However, Offerors that have previously submitted a registration need not submit a new registration unless your information has changed. It is the Offeror's responsibility to keep a current registration on file with the KCATA Procurement Department.

Affirmative Action Compliance:

- a) Contractors and subcontractors agree to comply with Federal Transit Law, specifically 49 U.S.C. 5332 which prohibits discrimination, including discrimination in employment and discrimination in business opportunity.
- b) Firms that have not filed an Affirmative Action compliance certification with the KCATA in the past year must submit an Attachment B.
- c) For questions on these requirements, or for assistance in completing the forms, please contact KCATA's Supplier Diversity Coordinator at (816) 346-0224.

SCOPE/DESCRIPTION OF WORK

Miscellaneous Filters: Oil, Fuel, Air, Transmission, and Water						
KCATA Part Number	Mfg'r Part Number	O.E.M. Part Number	Description	Estimated Annual Usage in Units	Year 1 Pricing	Year 2 Pricing *
755365	LAF9396		Air Filter	50-100		
670693	LFF10003		Fuel Filter	400-700		
670692	LFF5488		Fuel Filter	400-700		
755355	LFP3000		Oil Filter	250-500		
756609	LF9009		Oil Filter	500-1000		
670657	C9243/LH4588G		Transmission Filter	50-110		
670612	LFW4685		Water Filter	100-300		
670694	L4606F		Fuel Filter	1-10		
670704	LAF9099		Fuel Filter	1-10		
755352	LFF3292		Fuel Filter	1-10		
670697	LP2017		Oil Filter	1-10		
670726	LFF5488		Fuel Filter	1-10		
534082	AF27876		Air Filter	50-100		
670699	LFF9001		Oil Filter	50-100		
756457	FT180		Transmission Filter	1-10		
756458	PH2		Oil Filter	50-100		
670675	LFF1022		Fuel Filter	100-200		
781169	471-77430		Dessicant Cartridge Kit Air Brake Filter	10-50		
781171	107794X		Air Desiccant Cartridge Filter	50-150		
764081	C7058		Power Steering Filter	400-700		
533841	8044		Air Filter	100-200		
755602	L4596F		Fuel Filter	1-10		
755152	15586530		Disp w/Wire Filter	2500-5000		
534071	AF1615		Air Filter	20-50		
670730	82-60186-000		Power Steering Filter	50-150		

534090	P550881		Second Fuel Filter	10-30		
670702	LFF1000		Fuel Filter	20-50		
670706	P8044		Oil Filter	10-30		

* Year 2 pricing should be based off of manufacturer's published pricing

See page 3 regarding "approved equal" requirements.

A Contract/Purchase Order may be issued as a result of your RFQ without further discussion or negotiation. Your RFQ should contain your most favorable price, terms and delivery as well as any other considerations relevant to this inquiry. Buyer reserves the right to accept and make award at the unit price(s) offered in the proposal for any item, group or combination of items, or less than the full quantity of any item.

Seller shall provide a copy of the commercial price list for all items.

CONTRACT TERMS AND CONDITIONS

Standard Contract Terms and Conditions can be obtained by going

to: http://www.kcata.org/about_kcata/entries/TermsAndConditions

ADDITIONS AND/OR EXCEPTIONS

1. ACCEPTANCE OF MATERIALS – NO RELEASE

Acceptance of any portion of the products, equipment or materials prior to final acceptance shall not release the Contractor from liability for faulty workmanship or materials, or for failure to fully comply with all of the terms of this Contract. KCATA reserves the right and shall be at liberty to inspect all products, equipment or materials and workmanship at any time during the contract term, and shall have the right to reject all materials and workmanship which do not conform with the conditions, Contract requirements and specifications; provided, however, that KCATA is under no duty to make such inspection, and Contractor shall (notwithstanding any such inspection) have a continuing obligation to furnish all products, services, equipment or materials and workmanship in accordance with the instructions, Contract requirements and specifications. Until delivery and acceptance, and after any rejections, risk of loss will be on the Contractor unless loss results from negligence of KCATA.

2. CONTRACTOR'S RESPONSIBILITY

No advantage shall be taken by the Contractor or its subcontractor of the omission of any part or detail which goes to make the equipment complete and operable for use by KCATA. In case of any variance, this specification shall take precedence over Contractor's or subcontractor's own specifications. The Contractor shall assume responsibility for all materials and services used whether the same is manufactured by the Contractor or purchased ready made from a source outside the Contractor's company.

3. DEBARMENT AND SUSPENSION CERTIFICATION **(Applies to all contracts greater than \$25K)**

- A. The Contractor, its principals and any affiliates, shall certify that it is not included in the "U.S. General Services Administration's List of Parties Excluded from Federal Procurement or Non-procurement Programs," as defined at 49 CFR Part 29, Subpart C.
- B. The Contractor agrees to refrain from awarding any subcontract of any amount (at any tier) to a debarred or suspended subcontractor, and to obtain a similar certification from any subcontractor (at any tier) seeking a contract exceeding \$25,000.
- C. The Contractor agrees to provide KCATA a copy of each conditioned debarment or suspension certification

provided by a prospective subcontractor at any tier, and to refrain from awarding a subcontract with any party that has submitted a conditioned debarment or suspension certification until FTA approval is obtained.

4. DELIVERY

Materials and/or equipment shall be delivered to Kansas City Area Transportation Authority, Central Receiving Facility, Building #1, 1350 East 17th Street, Kansas City, Missouri, 64108. KCATA will assume custody of property at other locations, if so directed in writing by KCATA. Packing slips shall be furnished with the delivery of each shipment. KCATA reserves the right to inspect all deliveries or services before acceptance. All external components shall be wrapped for protection against damage during shipping and handling. Each specified unit shall be delivered to KCATA in first class condition and the Contractor shall assume all responsibility and liability for said delivery. KCATA reserves the right to extend delivery or installation, postpone delivery or installation, or reschedule delivery or installation in case the delivery or installation of service equipment under this Agreement shall be necessarily delayed because of strike, injunction, civil disturbance, government controls, or by reason of any cause of circumstance beyond the control of the Contractor, as detailed in writing by the Contractor. The time of completion of a delivery or installation shall be extended by a number of days to be determined in each instance by KCATA.

5. EMPLOYEE ELIGIBILITY VERIFICATION (Applies to all contracts greater than \$5K)

- A. To comply with Section 285.500 RSMo, *et seq.*, the Contractor is required by sworn affidavit to affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. The Contractor shall also affirm that it does not knowingly employ any person in connection with the contracted services who does not have the legal right or authorization under federal law to work in the United States as defined in 8 U.S.C. §1324a(h)(3). The Contractor is required to obtain the same affirmation from all subcontractors at all tiers with contracts exceeding \$5,000.
- B. A federal work authorization program is any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security (E-Verify) or an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration Reform and control Act of 1986 (IRCA), P.L.99-603.

10. NOTIFICATION AND COMMUNICATION

- A. Issues regarding the contract document, changes, amendments, etc. are the responsibility of KCATA's Procurement Department. All notices and communications on all matters regarding this Contract may be given by Procurement Representative noted below:

If to KCATA: Russell Collins, Buyer II
 (816)346- 0283
 Kansas City Area Transportation Authority
 1350 East 17th Street
 Kansas City, MO 64108

- B. The Contractor shall notify KCATA immediately when a change in ownership has occurred, or is certain to occur.

16. UNAVOIDABLE DELAYS

- A. **Delays** - Unavoidable only if the delay was not reasonably expected to occur in connection with or during the Contractor's performance, and was not caused directly or substantially by acts, omissions, negligence, or mistakes of the Contractor, the Contractor's suppliers, or their agents, and was substantial and in fact caused the Contractor to miss delivery or performance dates, and could not adequately have been guarded against by contractual or legal means.

- B. **Notification of Delays** - The Contractor shall notify the Director of Procurement as soon as the Contractor has, or should have, knowledge that an event has occurred which will cause an unavoidable delay. Within five (5) days, the Contractor shall confirm such notice in writing furnishing as much as detail as is available.
- C. **Request for Extension** - The Contractor agrees to supply, as soon as such data is available, any reasonable proof that is required by the Director of Procurement to make a decision on any request for extension. The Director of Procurement shall examine the request and any documents supplied by the Contractor and shall determine if the Contractor is entitled to an extension and the duration of such extension. The Director of Procurement shall notify the Contractor of its decision in writing.
- D. It is expressly understood and agreed that the Contractor shall not be entitled to damages or compensation, and shall not be reimbursed for losses on account of delays resulting from any cause under this provision.

17. WARRANTY; WARRANTY OF TITLE

- A. The Contractor agrees that equipment, materials or services furnished under this Agreement, shall be covered by the most favorable warranties the Contractor gives to any customer of such equipment, materials or services and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to KCATA by any other clause in this Contract.
- B. The Contractor warrants to KCATA, that all products, equipment and materials furnished under this Contract will be of highest quality and new unless otherwise specified by KCATA, free from faults and defects and in conformance with the Contract. All work not so conforming to these standards shall be considered defective. If required by KCATA, the Contractor shall furnish satisfactory evidence as to the kind and quality of products, equipment and materials. Further, at a minimum, all such products, equipment or materials must be free of defects in workmanship or materials, merchantable, comply with all applicable specifications and laws and be suitable for its intended purposes. The workmanship must be the best obtainable in the various trades.
- C. Upon final acceptance by KCATA of all work to be performed by the Contractor, KCATA shall so notify the Contractor in writing. The date of final acceptance shall commence the warranty period.

ATTACHMENTS

DOCUMENT/FORM REQUIREMENTS

The following form(s) marked with is/are required to be submitted with your IFB/RFP/RFQ to be considered responsive. As a responsible/responsive supplier you are required to submit the noted document(s) to the Buyer Representative by the closing date and time of the IFB/RFP/RFQ. The electronic copy of these forms can be obtained by going to:

http://www.kcata.org/about_kcata/entries/vendor_forms

- Attachment A – Vendor Registration**
- Attachment B – Affirmative Action Certification Process**
- Attachment C - Schedule of Participation by Contractor & Subcontractors**
- Attachment D - Travel Policy & Hotel Rates for Contractors**
- Attachment E.1 – EEO-1 Workforce Analysis Report**
- Attachment E.2 – Letter of Intent to Subcontract**
- Attachment E.3 – Contractor Utilization – Request for Waiver**
- Attachment F.1 - Affidavit of Primary Participants Regarding Employee Eligibility Verification**
- Attachment F.2 - Affidavit of Lower-Tier Participants Regarding Employee Eligibility Verification**
- Attachment G.1 – Certification of Primary Participant Regarding Debarment, Suspension, and Other Responsibility Matters**
- Attachment G.2 – Certification of Lower-Tier Participants Regarding Debarment, Suspension, and Other Ineligibility and Voluntary Exclusion**
- Attachment H.1 – Certification of Primary Participants Regarding Restrictions on Lobbying**
- Attachment H.2 – Certification of Lower-Tier Participants Regarding Restrictions on Lobbying**
- Attachment I.1 - Buy America Certification Form – For Buses, Rolling Stock and associated equipment**
- Attachment I.2 - Buy America Certification Form – For Steel or Manufactured Products**
- Other:**