Request for Quotation (RFQ)  
for Bus Wash Removal & Replacement  

Location: 186 NW Industrial Ct. Bridgeton MO 63044

Organization Background:  
OATS Inc. (dba OATS Transit) is a private not-for-profit 501c3 corporation of the State of Missouri. We provide transportation to the rural general public, seniors and individuals with disabilities, plus numerous agencies that we contract with. Door-to-door, advance reservation transportation, is provided in 87 of the 114 counties in Missouri. More information about our organization can be found on our website at oatstransit.org.

Equipment we are Seeking:  
OATS Transit is seeking bids for the removal of existing bus wash components and replacement of a self-serve bus wash system at our East Region transit facility located at 186 NW Industrial Ct., Bridgeton, MO 63044.

The Self-Serve Wash System shall be capable of washing vehicles ranging from automobiles to paratransit buses of nominal 25-foot length x 9 feet tall. The wash function is manually controlled.

The procurement must follow all applicable Federal statutes, regulations, executive orders, Federal Transit Administration (FTA) circulars and other Federal administrative requirements in carrying out any grant or cooperative agreement awarded by the Federal Transit Administration, which are included as Attachment A with this RFQ.

We are requesting a quotation for the following:

Bus Wash Equipment:
- Removal of existing system
- 80’ of Festoon Tracking/Carry with Unistrut Hangers for High Pressure Hose and Foam Brush Hose. Galvanized Material or Stainless Steel Material.
- Trigger-gun complete with stainless steel wand tube barrel insulator and tip protector
- Hog’s hair foaming brush with insulated aluminum handle
- 12” x 12” “Squeeze Trigger” sign
• Stainless steel wand and foaming conditioner holders
• Stainless steel foaming brush j-hook
• 3/8” x 15’L rubber push-lock nylon braid foaming brush & foaming conditioner hose
• 3/8” x 12’ bay hoses with swivel
• 3/8” x 12” stinger hose

**Self-Serve Wash System:** Combined High-and Low-Pressure pump system, with 360-degree high pressure, centrally located boom supporting high pressure spray wand and wall mounted 180-degree low-pressure brush wand.

Awarded contractor shall provide final connection of utilities, with labor services and incidentals necessary for complete and operational equipment installation.

Installer shall provide all piping, wiring, and switching between equipment.

**Quality Assurance:**
- Provide a representative on-site to supervise work related to equipment installation.
- Provide technical training to OATS Transit maintenance personnel in operation and maintenance of specified equipment.

**Performance:**
- Washer, under proper use by operator, shall remove all visible, heavy dirt accumulations and most of the road film from all treated surfaces.
- The amount of cleaning agent required to perform the cleaning as specified shall be set to wash manufacturer’s specifications.
- Manufacturer or Supplier of the vehicle washer shall be solely responsible for the performance of the washer, as specified, and shall modify, add to, or alter the equipment as necessary, without any additional cost to Owner, to provide a satisfactory performance. If the system cannot be altered, modified, or adjusted to provide satisfactory performance according to the Owner’s judgment, the Manufacturer’s or Supplier shall remove the washer equipment at no additional cost to the Owner and shall refund all purchase moneys received from the Owner, either directly or indirectly.

**Operations and Maintenance Manual:**
- Provide complete parts, operating, and maintenance manual covering equipment at time of installation.
- Manufacturer’s printed operating instructions.
- Printed listing of periodic preventive maintenance items and recommended frequency required to validate warranties.

**Warranty:**
- Warrant work against defects in materials, functions, and workmanship specified herein shall be good for one year from completion.
• Warranty shall include materials and labor necessary to correct defects.
• Defects shall include, but not be limited to noisy, rough, or substandard operations: loose, damaged, and missing parts: and abnormal deteriorations of finish. Defects shall not include dame due to neglect, misuse or situations resulting from no-performance of a manufacturer’s recommended preventive maintenance schedule.
• All parts shall be readily available locally in the United States.

**Labeling:** Manufacturers shall securely attach in prominent locations, on each major item of equipment, a non-corrosive nameplate showing manufacturer’s name, address, model number, serial number, and pertinent utility or operating data.

**Key Dates:**

**RFQ Posted**

**June 21, 2023**

*To schedule an on-site visit of current bus wash facility before bidding, please contact Ken Coleson, OATS Transit Shop Service Manager at 618-540-3554.*

**Last Day for Questions:**

July 5, 2023

**Quotation Due:**

**July 12, 2023 by 4pm. Send via email to Dion Knipp, dknipp@oatstransit.org**

**Selection of Firm:**

by July 13, 2023

Questions should be sent to dknipp@oatstransit.org All clarification or additional information will be sent to all parties that receive the RFQ.

**Selection Criteria:**

• Once quotes are received, evaluation and approval by the Executive Director prior to award. The accepted quote must be fair and reasonable.
• Proposal must include a signed Federal Transit Administration Certification & Assurance (Attachment A) by an authorized representative of the company.
• An authorized representative of the firm must sign the quotation (Attachment B).
• OATS Transit reserves the right to reject any and all quotations.
• Price quoted shall be firm for 90 days.
• Selections from responsible bidders shall be based on price, related hardware price, warranty period, warranty price if applicable, and performance. A review will be done on all proposals and further questions and clarification may be necessary to properly evaluate them.
• This quotation does not commit OATS Transit to pay any cost incurred by bidder in the preparation or submission of quotation.
• All detail price data will be held in strict confidence to the extent permitted by law.
• If only a single responsive and responsible quotation is received, a cost/price analysis shall be performed prior to award to determine if the proposed price is fair and reasonable.
• No party listed on the Federal Government’s Excluded Parties list shall be awarded a contract due to our status as a recipient of federal funds.
This procurement will be partially funded from a grant through the Federal Transit Administration (FTA) administered by the Missouri Department of Transportation. Therefore, the successful bidder will be required to comply with federal statutes and regulations listed below. The following pages contain the model language for each clause. Please review carefully and indicate below if you would agree to comply with these clauses should you be the successful bidder. Return the signature page with your proposal.

There is a separate certification attesting you are not debarred, suspended, proposed for debarment, or declared ineligible, or voluntarily excluded for the award of contracts by any Federal Governmental Agency or Department that must be submitted with your proposal.

NOTE: Your signed commitment to comply is required for us to consider your submission responsive.

NO FEDERAL GOVERNMENT OBLIGATION TO THIRD PARTIES: (1) The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract. (2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS (31 U.S.C. 3801 et seq.; 49 CFR Part 31 18 U.S.C. 1001; 49 U.S.C. 5307): (1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems
appropriate. (2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate. (3) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

ACCESS TO RECORDS AND REPORTS (49 U.S.C. 5325; 18 CFR 18.36 (i); 49 CFR 633.17): The following access to records requirements apply to this Contract:

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

2. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

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

4. FTA does not require the inclusion of these requirements in subcontracts.

FEDERAL CHANGES (49 CFR Part 18): Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

TERMINATION (49 U.S.C. Part 18; FTA Circular 4220.1F):

a. Termination for Convenience (General Provision) OATS, Inc. (hereafter referred to as the Recipient) may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to (Recipient) to be paid the Contractor. If the Contractor has any property in its possession belonging to the (Recipient), the Contractor will account for the same, and dispose of it in the manner the (Recipient) directs.
b. Termination for Default [Breach or Cause] (General Provision) If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the (Recipient) may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. If it is later determined by the (Recipient) that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the (Recipient), after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

c. Opportunity to Cure (General Provision) The (Recipient) in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions.

If Contractor fails to remedy to (Recipient)'s satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [ten (10) days] after receipt by Contractor of written notice from (Recipient) setting forth the nature of said breach or default, (Recipient) shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude (Recipient) from also pursuing all available remedies against Contractor and its sureties for said breach or default.

d. Waiver of Remedies for any Breach In the event that (Recipient) elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by (Recipient) shall not limit (Recipient)'s remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

e. Termination for Default (Supplies and Service) If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, the (Recipient) may terminate this contract for default. The (Recipient) shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Recipient.


age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract: (a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.  (b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.  (c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(3) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

DISADVANTAGED BUSINESS ENTERPRISE (DBE) (49 CFR Part 26):

a. 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%. A separate contract goal has not been established for this procurement.

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

d. The contractor must promptly notify OATS, Inc., 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 OATS, Inc.

**INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS** (FTA Circular 4220.1F): The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any OATS, Inc. requests which would cause OATS, Inc. to be in violation of the FTA terms and conditions.

**GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT):**
This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into. By signing and submitting its bid or proposal, the bidder or proposer certifies as follows: The certification in this clause is a material representation of fact relied upon by OATS, Inc. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to OATS, Inc., the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**ENERGY CONSERVATION REQUIREMENTS** (42 U.S.C. 6321 et seq.; 49 CFR Part 18): The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

**CONFORMANCE TO NATIONAL ITS ARCHITECTURE:** To the extent applicable, OATS, Inc. agrees to conform to the National Intelligent Transportation Systems (ITS) Architecture and Standards as required by SAFETEA-LU § 5307(c), 23 U.S.C. § 512 note, and follow the provisions of FTA Notice, “FTA National ITS Architecture Policy on Transit

**Nondiscrimination on the Basis of Disability:** The Proposer agrees to comply with the following Federal prohibitions against discrimination on the basis of disability:

1. Federal laws, including:
   a. Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of disability in the administration of federally funded programs or activities.
   b. The Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. § 12101 et seq., which requires that accessible facilities and services be made available to individuals with disabilities.
   c. For FTA Recipients generally, Titles I, II, and III of the ADA apply, but for Indian Tribes, Titles II and III of the ADA apply, but Title I of the ADA does not apply because it exempts Indian Tribes from the definition of “employer.”
   d. The Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities.
   e. Federal transit law, specifically 49 U.S.C. § 5332, which now includes disability as a prohibited basis for discrimination.
   f. Other applicable laws and amendments pertaining to access for seniors or individuals with disabilities.

2. Federal regulations, including:

The Proposer agrees to all certifications, conditions and assurances listed above.

Signature: ________________________ Date: ________________________

Certification of Debarment, Suspension, Proposed Debarment and Other Responsibility Matters

__________ certifies, and OATS, Inc. relies thereon in execution of this Agreement, that neither nor its Principals are presently debarred, suspended, proposed for debarment, or
declared ineligible, or voluntarily excluded for the award of contracts by any Federal Governmental Agency or Department;

“Principals,” for the purposes of this certification, means officers; directors; owners; partners; and persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

__________ shall provide immediate written notice to OATS, Inc., if at any time during the term of this contract, including any renewals hereof, __________ learns that its certification was erroneous when made or has become erroneous by reason of changed circumstances.

__________ certification is a material representation of fact upon which OATS, Inc. has relied in entering into this Agreement. Should OATS, Inc. determine, at any time during this Agreement, including any renewals hereof, that this certification is false, or should it become false due to changed circumstances, OATS, Inc. may terminate this Agreement.

Certified By: ____________________________________________
(Company Name)

Signed: ________________________________________________
(Signature of Authorized Representative)

Name: __________________________________________________
(Printed Name of Authorized Representative)

Title: ____________________________________________________

Date: ___________________________________________________
ATTACHMENT B:
Contact & Quotation Information

Date: ____________________________________________

Company: ____________________________________________

Contact Person: ____________________________________________

Address: ____________________________________________

Telephone: ____________________________________________

E-Mail: ____________________________________________

Quotation for removal and replacement: $________________________

______________________________________________
Signature of Person Submitting Quotation