

Quality Automotive Equipment and Service LLC

26619 K-68 Highway Paola Kansas 66071 phone 913-205-1350 office

No fax available please email bruce@qualityaes.com website www.qualityaes.com

Cover Sheet bid on RFB TO-22-11

Quality AES is committed to bid on the above project with a Stertil-Koni Skylift SKY624 which is a Hybrid Parallelogram platform Lift. These lift straight up, and do not require the extra bay length the old style parallelogram lift needed as they moved backward as the raise. This lift is rated at 62,400lbs which is greater than the spec of 50K. The jacks are rated at 26,400 which is greater than the spec of 25K.

Our bid includes

The removal and hauling off current lift.

New underground conduit along with concrete work to locate, and route the Hydraulic, air, low voltage sensor control cables and hoses under the floor from the console to the individual runways.

Air and Electrical hookup are included in the bid as well.

The new Lift, and jacks as well as complete assembly and training of the unit.

Quality AES is very qualified to install any type of Automotive, or Light Truck to Heavy Truck lifts this is what we do for a living. We have Stertil-Koni trained Technicians, and 2 of which are ALI Certified inspectors. Some of our installs are shown on www.qualityaes.com we will also include some references in your general area. We will also provide you with some Stertil-koni Skylift installs including some in your area.

Stertil-Koni is the world leader in Heavy Duty Lift Applications.

Authorized by

Title



May 2, 2022

Request for Bids TO-22-11

4-Leg Parallelogram Lift System Single-Job Contract

Topeka Metropolitan Transit Authority (Metro) is requesting bids from qualified firms to purchase and install a 4-Leg Parallelogram Lift System at our Maintenance Building location at 200 NW Crane Street in Topeka, Kansas.

Metro currently has a stationary hydraulic lift in the inspection bay of our maintenance facility. This lift is used several times each day and was installed in 1998. Metro would like to purchase and have installed a 50,000 lbs. capacity 4-Leg Parallelogram Lift System and two 25,000 lbs. capacity Rolling Jacks for the Lift. Installation should include the lift, jacks, console, any and all electrical conduit, electrical hook-up, air hook-up, forklift rental, and any and all other costs to make the lift fully operational. Installation should also include the removal and disposal of the existing lift system.

Proposers shall have sufficient experience and qualifications to install the 4-Leg Parallelogram Lift System and all other necessary components to render the lift system operational. Proposers will be responsible for all aspects of this project, including but not necessarily limited to:

- prepare site if necessary;
- install 4-Leg Parallelogram Lift System including the Rolling Jacks, Console, electrical conduit and hook-up, air hook-up, forklift rental, and any and all other costs to make the Lift System fully operational;
- follow all contract requirements on pages 3-7;
- acquire all necessary licenses, certifications, and permits, and payment of fees for same;
- furnish all labor, material and equipment necessary for satisfactory contract performance;
- hire all subcontractors and ensure their compliance with contractual requirements; and,
- ensure that the 4-Leg Parallelogram Lift System is professionally installed and ready for use upon completion.

If you would like to inspect the site, you may schedule your site visit with:

Alan Parrish, Director of Maintenance maintenance@topekametro.org 785-730-8690

This will be a single-job contract. Provide your completion date on the Price Quote form.



General Instructions

Bids must be submitted in the following format:

- 1) Cover sheet signed by the individual authorized to commit the firm to perform the contract requirements, including your firm's name, address, phone, fax, and email;
- 2) Provide a description of your understanding of, and ability to fulfill the specifications and services requested in this RFB;
- 3) Provide a description of your firm's experience and qualifications. Supply at least three references with current contact information, for which you have provided the same or similar services as specified in this RFB; and,
- 4) The completed cover letter, price quote and certifications on pages 8-15.

In order to be considered for contract award, your bid must be received in the Metro office by 1:00pm on Thursday, June 2, 2022. Bids received after the deadline will not be considered.

Following are the evaluation criteria, listed by degree of importance. A criterion may have multiple elements with varying degrees of importance.

Experience and Qualifications Price Scheduling

The cover sheet, price quote form and the certifications on pages 8-15 are part of your bid and must be completed by all bidders. Bids that do not include the completed price quote and fully executed certifications may not be considered. The successful bidder will be required to follow the contract clauses on pages 3-7.

No advantage shall be taken by the contractor or any subcontractor in fulfilling the terms of this project due to omission of specifications by Metro.

Topeka Metro's current DBE goal is 1.62%. There is no DBE goal for this contract. If your firm is a DBE, or if you will be sub-contracting with a DBE, please attach a copy of the current DBE certificate.

Upon contract award, all proposals will be public record and posted to Metro's website. Metro recommends that proposers exclude any trade secret, proprietary or confidential information from their proposals.

Topeka Metro is a direct deposit payor. The successful bidder will be required to fill out a W-9 Form and the Topeka Metro Electronic Payment/ACH Authorization Form.

If you have any questions concerning this RFB, or if you need clarification or additional information, please contact Richard Appelhanz. Electronic submission of bids is preferred. If submitting bids on paper, please provide an original and three full copies. Bids are to be sent to:

Topeka Metropolitan Transit Authority
Attn: Richard Appelhanz
201 North Kansas Avenue
Topeka, KS 66603
785-730-8621 rappelhanz@topekametro.org

Questions must be received by Metro by May 16, 2022.



1.0 ACCESS TO RECORDS

The Contractor agrees to provide Metro, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives 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. Contractor also agrees, pursuant to 49 CFR 633.15 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 USC 5302 and 49 CFR 633.5, which is receiving federal financial assistance through the programs described at 49 USC 5307, 5309 or 5311. 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. 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 Metro, 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 2 CFR 200.333 and 2 CFR 200.336. FTA does not require the inclusion of these requirements in subcontracts.

2.0 ASSIGNMENT AND DELEGATION

Contractor shall neither delegate any duties or obligations under this contract, nor assign, transfer, convey, sublet, subcontract or otherwise dispose of the contract or its right, duty, title or interest in or to the same, or any part thereof, without previous written consent of Metro.

3.0 BUY AMERICA

The Contractor agrees to comply with 49 USC 5323(j) and 49 CFR Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7. Separate requirements for rolling stock are set out at 49 USC 5323(j)(2)(c) and 49 CFR 611.11. Rolling stock must be assembled in the United States and have over 60% domestic content for deliveries prior to FY2018, over 65% for deliveries in FY2018 and FY2019, and over 70% for deliveries in FY2020 and thereafter. A bidder or offeror must submit to Metro the appropriate Buy America certification with all bids or offers on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier sub-contractors.

4.0 CARGO PREFERENCE

The contractor agrees: (1) to use privately owned US-Flag commercial vessels to ship at least 50% of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the contract to the extent such vessels are available at fair and reasonable rates for US-Flag commercial vessels; (2) to furnish within 20 working days following the date of loading for shipments originating within the U.S. or within 30 working days following the date of loading for shipments originating outside the U.S., a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described above to:

Division of National Cargo Office of Market Development Maritime Administration Washington, DC 20590

with a copy to Metro (through the contractor in the case of a subcontractor's bill-of-lading); and, (3) to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

5.0 CIVIL RIGHTS

- 5.1 Nondiscrimination In accordance with Title VI of the Civil Rights Act, as amended, 42 USC 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 USC 6102, Section 202 of the Americans with Disabilities Act of 1990, 42 USC 12132, and Federal transit law at 49 USC 5332, the contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
 5.2 Equal Employment Opportunity The following equal employment opportunity requirements apply to the underlying contract:
 - Equal Employment Opportunity The following equal employment opportunity requirements apply to the underlying contract:

 5.2.1 Race, Color, Creed, National Origin, Sex In accordance with Title VII of the Civil Rights Act, as amended, 42 USC 2000e, and Federal transit law at 49 USC 5332, the contractor agrees to comply with all applicable equal employment opportunity requirements of US Department of Labor (USDOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 CFR Parts 60 et seq., and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect 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.
 - 5.2.2 Age In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 USC 623 and Federal transit law at 49 USC 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.

5.2.3 Disabilities – In accordance with Section 102 of the Americans with Disabilities Act, as amended, 42 USC 12112, the Contractor agrees that it will comply with the requirements of the US Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR Part 1630, pertaining to employment of persons with disabilities. In addition, the contractor agrees to comply with any implementing requirements FTA may issue.

5.3 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.

15.4 If the contract involves federal funds, the provisions of this subsection do not apply. If the contract does not involve federal funds, and if contractor's contracts with Topeka Metro for the current fiscal year cumulatively total more than \$5,000 and the contractor has four or more employees during the term of this contract, the contractor also agrees to observe the provisions of the Kansas Act Against Discrimination and the Kansas Age Discrimination in Employment Act and shall not discriminate against any person in the performance of work under this contract because of race, religion, color, sex, disability, national origin or ancestry. In all solicitations or advertisements for employees, the contractor shall include the phrase, "equal opportunity employer," or a similar phrase to be approved by Topeka Metro. If the contractor fails to comply with the reporting or other requirements of the Kansas Human Rights Commission under K.S.A. 44-1031 or K.S.A. 44-1116, and amendments thereto, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended, in whole or in part, by Topeka Metro. If contractor is found guilty of a violation of the Kansas Act Against Discrimination or the Kansas Age Discrimination in Employment Act under a decision or order of the Kansas Human Rights Commission which has become final, the contractor shall be deemed to have breached the present contract and it may be canceled, terminated or suspended, in whole or in part, by Topeka Metro. Contractor agrees to include the binding provisions of this subsection in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.

6.0 CLEAN AIR AND WATER

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 USC 7401 et seq., and the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq. Contractor agrees to report each violation to Metro and understands and agrees that Metro will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

7.0 COMPLIANCE WITH LOCAL, STATE AND FEDERAL LAWS

Contractor shall at all times be solely responsible for complying with all applicable local, state and federal laws, ordinances and regulations in connection with the performance of this contract.

8.0 CONFIDENTIALITY

Between the date and time that proposals are due, until award of the contract by Metro, no information will be released which may have an adverse impact upon the negotiations or selection process. No information will be shared about the distinguishing characteristics or deficient characteristics of any proposal. All documents received by Metro are subject to the Kansas Open Records Act, KSA 45-215, et seq., and the Freedom of Information Act, 5 USC 552.

9.0 CONFLICT OF INTEREST

No director or employee of Topeka Metropolitan Transit Authority, during his/her tenure or within one year thereafter, shall have any interest, direct or indirect, in this contract or the proceeds thereof.

10.0 CONTRACT CHANGES

Any proposed change to this contract shall be submitted to Metro in writing for approval. No change in this contract shall be made unless Metro gives prior written approval. Contractor shall be liable for all costs, damages and/or liabilities, and for proper corrections, resulting from any specification change not properly approved in writing by Metro. Changes that have not been approved by Metro shall place Contractor in default of the contract.

11.0 DISADVANTAGED BUSINESS ENTERPRISE (DBE)

11.1 This contract is subject to the requirements of 49 CFR 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 2022-2024 goal for DBE participation is 1.62%; the race neutral goal is 0.37%, and the race conscious goal is 1.25%. 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)).



- 11.3 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.
- 11.4 The contractor may not hold retainage from its subcontractors.
- 11.5 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.

12.0 ENERGY CONSERVATION

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.

13.0 EXCLUSIONARY OR DISCRIMINATORY SPECIFICATIONS

Metro will comply with the requirements of 49 USC 5323(h)(2) by refraining from using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

14.0 FEDERAL CHANGES

The 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 Metro 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.

15.0 FLY AMERICA

The contractor agrees to comply with 49 USC 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 subrecipients 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.

16.0 INCORPORATION OF FTA TERMS

These contract provisions include, in part, certain Standard Terms and Conditions required by USDOT, whether or not expressly set forth in the included contract provisions. All contractual provisions required by USDOT, as set forth in the current version of FTA Circular C 4220.1, 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 Metro requests which would cause Metro to be in violation of the FTA terms and conditions.

17.0 INDEMNIFICATION

Contractor shall be responsible for and indemnify, defend and hold harmless Metro, its directors and employees from all demands, claims, suits and settlements for loss of or damages to property, or personal injuries, including death to persons, and from all judgments recovered, and from all expenses incurred in defending or settling said claims or suits, or enforcing this provision, including court costs and attorney fees and other expenses arising out of the errors, omissions or negligent acts of the Contractor, its employees, or agents in connection with the goods and/or services provided under this contract.

18.0 INSURANCE

Contractor shall maintain for the duration of the contract such insurance as will protect it and Metro from all claims, including Workers' Compensation, and will hold Metro harmless from, and indemnify Metro for, all claims and damages which may arise out of or result from the Contractor's operations under this contract, whether such operations are by Contractor, by a subcontractor, by anyone directly or indirectly employed by them, or by anyone for whose acts any of them may be liable. Contractor will submit certificates or other proof of insurance to Metro, naming Metro as an additional insured, upon notification of contract award.

19.0 INTEREST OF CONGRESS

No member of or delegate to the Congress of the United States of America shall be admitted to any share or part of this contract or to any benefit arising therefrom.

20.0 LEGAL MATTER NOTIFICATION

Contractor agrees to notify Metro if a current or prospective legal matter emerges while this contract is in effect that may affect the Federal Government. Contractor also agrees to include this requirement in all subcontracts issued pursuant to this contract.



21.0 LOBBYING

Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR 20.110, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 USC 1352. Such disclosures are forwarded from tier to tier, up to Metro.

22.0 NO FEDERAL GOVERNMENT OBLIGATION TO THIRD PARTIES

Metro and the contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of this 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 Metro, the contractor, or any other party (whether or not a party to this contract) pertaining to any matter resulting from this contract. 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 this clause shall not be modified, except to identify the subcontractor who will be subject to its provision.

23.0 PATENT INFRINGEMENT

Contractor agrees that it will, at its own expense, defend all suits and all proceedings instituted against Metro, if such suits and proceedings are based on any claim that the materials or equipment provided by Contractor, or any part thereof, or any tool, article or process used in the manufacture thereof, constitutes an infringement of any patent. Metro will give Contractor prompt notice in writing of any suit or proceeding, and will give Contractor all needed information, assistance and authority to enable Contractor, through its legal counsel, to defend the same.

24.0 PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS

- 24.1 The contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC 3801, et seq. and US DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this project. Upon execution of this 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 this 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.
- 24.2 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 USC 5307, the Government reserves the right to impose the penalties of 18 USC 1001 and 49 USC 5307 on the contractor, to the extent the Federal Government deems appropriate.
- 24.3 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.

25.0 RECYCLED PRODUCTS

The contractor agrees to comply with all of the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 USC 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247. recipients and sub-recipients may not use federally funded equipment, vehicles, or facilities.

26.0 SEAT BELT USE

In accordance with the provisions of Executive Order No. 13043, "Increasing Seat Belt Use in the United States," April 16, 1997, 23 USC 402 note, by adopting and promoting on-the-job seat belt use policies and programs for its employees and other personnel that operate company owned or rented vehicles or personally owned vehicles, and by including a "Seat Belt Use" provision in each third-party agreement related to the project.

27.0 SUSPENSION AND DEBARMENT

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 not 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.

28.0 TERMINATION

Termination for Convenience — Metro may terminate this contract, in whole or in part, at any time by written notice to the contractor when it is in the Metro'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 Metro to be paid to the contractor. If the contractor has any property in its possession belonging to Metro, the contractor will account for the same, and dispose of it in the manner Metro directs.

Termination for Default — 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, Metro 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 Metro 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, Metro, after setting up a new delivery of performance schedule, may allow the contractor to continue work, or treat the termination for convenience.

Opportunity to Cure — Metro in its sole discretion may, in the case of a termination for breach or default, allow the contractor ten (10) days 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 Metro'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 Metro setting forth the nature of said breach or default, Metro shall have the right to terminate the contract without any further obligation to the contractor. Any such termination for default shall not in any way operate to preclude Metro from also pursuing all available remedies against contractor and its sureties for said breach or default.

Waiver of Remedies for Any Breach – In the event that Metro elects to waive its remedies for any breach by contractor of any covenant, term or condition of this contract, such waiver by Metro shall not limit Metro's remedies for any succeeding breach of that or of any other term, covenant, or condition of this contract.

Termination for Default (supplies and service contracts only) – 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, Metro may terminate this contract for default. Metro 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 of 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 Metro.



COVER SHEET

Proposer Information	(quality AES)
Company Name	Quality Automotive Equipment & Suria 11C
Address strut-	Quality Automotive Equipment & Suria 11C 26619 K-68 hwy Mail-to P.O. Box E
City, State, Zip	Paola Kansas 66071
Main Phone	913-205-1350
Contact Person Information	
Name	Druu Cordu
Job Title	Oww
Phone Call	913-709-8874
Alt. Phone Shop	913-205-1350
Email	Druu Dauglityaes. com
0	
Signature	ma line
	E 711-22
Date:/)- +T de



PRICE QUOTE

Proposer Quality AES

4-Leg Parallelogram Lift System

50,000 lbs. capacity 4-Leg Parallelogram Lift	\$ 107575.02
Two 25,000 lbs. capacity Rolling Jacks for the Lift	s 22516.95
Freight	s 4500,00
	or kind would be
Installation – Including Lift Installation, Jacks Installation, Console Installation, Electrical Conduit and Hook-Up, Air Hook-Up,	
Forklift rental, and any and all other costs to make the Lift System fully operational	s 5,100.00
Removal of Existing Lift	s 985.00
Α	s 4797.38
Other Costs Air + Light Installed Concrete for Underground Rout	Eings 2171.20
J	\$
and the state of t	
Total Cost	s 147645,55

Estimated Start Date 150 Days
After P.O. is
entured

Estimated Complete Date 165 Days

After P.O. is entued

Topeka Metro is tax exempt. Do not include sales tax in your proposed price.



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(i)

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 Non-Compliance with 49 USC 5323(j) The bidder hereby certifies that it cannot comply with the requirements of 49 USC 5323(j) and 49 CFR 661.5, but it may qualify for an exception pursuant to 49 USC 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 CFR 661.7. Signature: Name & Title: Company: Date:



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:	1) Buc lerole	1,3
Name and Title:	Bruce Cordu Owns	
Company Name:	Quality AES. 11c	
Date:	5-28-2022	



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:	Mune lorder	
Name and Title:	Bruce Cordu Own	
Company Name:	Quality AES 11c	
Date:	5-26-2022	



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:	1. Dune border
Name and Title:	Drug Cordu Owner
Company Name:	Quality AES. 11c
Date:	5-28-2022



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.

Name and Title: Bluck Cordle Owner

Company Name: Quality AFS 16

Date: 5-26-202)



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

 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:	Muc lodu	
Name and Title:	Brug Cordle Oww	
Company Name:	Quality AES. 11e	
Date:	5-28-2022	

SKYLIFT The platform lift with complete freedom of movement ebright

SUPERIOR SOLUTIONS FOR HEAVY DUTY VEHICLE LIFTING

PLATFORM SKYLIFT

NO. 1 IN HEAVY DUTY VEHICLE LIFTING

Stertil-Koni provides a complete range of heavy duty vehicle lifts and lifting equipment for customers all over the world. All Stertil-Koni vehicle lifts are designed and manufactured in-house by a team of specialists with expertise in the heavy duty vehicle lifting industry. Stertil-Koni is represented across the globe by local sales organizations, exclusive Stertil-Koni distributors, and a network of qualified Stertil-Koni Service partners.

This makes Stertil-Koni the Number 1 in heavy duty vehicle lifting around the world.



Completely vertical lifting operation



Easy access Y-shaped construction



Maximum vehicle access

Stertil-Koni Platform SKYLIFT

The Stertil-Koni SKYLIFT is a fully hydraulic platform lift and provides a "clear floor concept" with a completely vertical rise without any horizontal offset. A truly space-saving premium heavy duty vehicle platform lift compared to conventional parallelogram or other platform lifts. The product's elegant design includes two independent platforms, vertical lifting, no crossbeams, no overhang and no base frame. It provides free access from all sides with easy installation and minimal maintenance.

Complete Freedom of Movement

The SKYLIFT has a very robust construction and at the same time a very effective design. Easy "drive-on" and "drive-off"; complete freedom of movement and easy accessibility under and around the elevated vehicle, whereby the mechanic can move freely under the platforms. Perfect for inspection, preventive maintenance, and service work.



COMPLETE LIFTING VERSATILITY, RELIABILITY AND DURABILITY





Safe and ergonomic



High return on investment



Strong and durable

Maximum Versatility

The SKYLIFT is very versatile and delivers a high return on investment with low installation costs; low-to-no maintenance and maximum versatility. Due to the fact that the SKYLIFT does not require a pit, it can also be dismantled in the event of a move to a new workshop location. The SKYLIFT is available in a wide range of models, each with its own lifting capacity.

The Stertil-Koni SKYLIFT is a high quality and robust constructed platform lift. The top plates are not welded together like many conventional platform lifts on the market, and are constructed out of one full piece of steel. This makes the SKYLIFT very strong and extremely durable.

Adjustable Robustness for Any Fleet

- Lifting capacity from 62,400 156,000 lbs.
- Various platform lengths from 23 48 feet or in tandem 100 feet.
- Customer configured platform spacing width which can be determined during installation.
- Distinctive Y-Shaped smart design construction.
- Horizontal forces on the floor anchors only occur when driving and braking of the vehicle. There are also fewer anchors required for mounting the lift.
- No obstacles on the workshop floor such as base frames or other support structures.
- · Independent mechanical locking.
- Microprocessor-controlled synchronization system.

SAFE, SMART, ERGONOMIC DESIGN

The mechanic can work ergonomically and safely standing upright under the vehicle. A toolbox trolley and other workshop equipment can easily be moved under the platforms.



Mechanical Locking System

Safe, Reliable Operating Features

- All axles of the SKYLIFT are manufactured from stainless steel to prevent corrosion.
- 4-Leg synchronization with an accuracy of 1.0 inch preventing the SKYLIFT from lowering if there is an obstruction.
- High wear resistant low friction bearings are used in the leg construction.
- Precision independent mechanical locking which starts at just 3 5/8 inches above the floor.
- Automatic, continuous and gravity-operated overload protection system as a safeguard for excess or uncontrolled descent.
- A microprocessor-controlled synchronization system.
- · Lifting exceeds tested standards.



Automatic Recess Cover Plates

- Automatic Cover Plate System for the flush mounted SKYLIFT. The recess cover plates automatically rise when the lift is elevated.
- The unique "Y-shaped" patented cross-leg construction ensures an equal distribution of forces making the SKYLIFT extremely robust and stable.

- During operation the safety measuring system constantly monitors the position of all individual legs and where necessary adjusts and synchronizes automatically.
- Low voltage control system; all electric lines are low voltage for absolute safety.
- A galvanized recess cover system is available as an option.
- Reliable and strong Stertil-Koni hydraulics system.
- Stertil® Guard™ Anti-Skid Coating preventing vehicle movement and wear on the platforms.



Removable side panels for easy maintenance

Intuitive ebright Smart Control System

- Patented Stertil-Koni easy touchscreen ebright Smart Control System configured for owner and user secure operation.
- · Operational use information; height and lifting cycles.
- Preventative Maintenance.
- ebright allows two lifts in tandem configuration to be operated at the same time.
- The control console houses the power and operation unit with easy maintenance and inspection access.
- Fitted with a manual override lowering in the event of power outage.





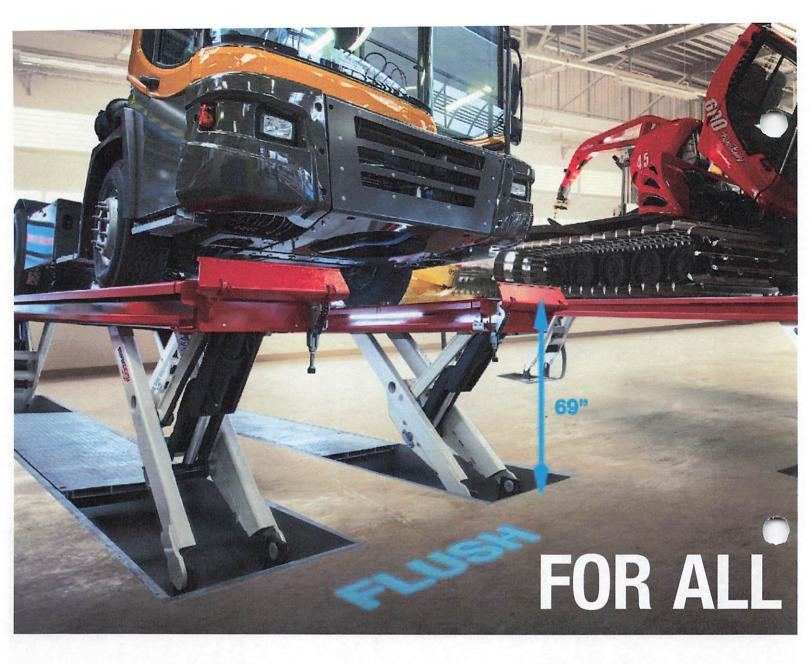


Reverse Roll-Off Protection System

Safety is one of Stertil-Koni's top priorities. The automatic Reverse Roll-Off Protection System with optimum safety prevents the vehicle from inadvertently rolling-off the lift. This system also effectively lengthens the platform lengths compared to conventional platform lifts. This option is available for all SKYLIFT models and can be fitted to existing installations.



Flush mounted with Reverse Roll-Off



For new and existing workshops

Flush mounted, semi-flush mounted, or surface mounted – each model is possible with the SKYLIFT. This heavy duty vehicle lift is suitable for a wide range of vehicles and workshop situations.



Flush with the floor and ideal for low-clearance vehicles

Flush Mounted

- Flush with the floor, for easy drive-on, ideal for low-clearance city transit buses.
- Lifting height of 69 inches due to unique, longer-leg construction.
- No protruding obstacles on the workshop floor.
- Strong and safe galvanized recess cover plate system allows workshop equipment to be easily moved, such as toolboxes, Transmission Jacks and Axle Stands.
- The only cover plate system that can cope with loads of up to and including 3,300 lbs.



Semi-Flush Mounted

- Shallow recess construction, thus reduced construction costs in existing building situations.
- Does not require a pit.
- Easy drive-on for low-clearance vehicles like buses or commercial vehicles with side skirts.

Surface Mounted

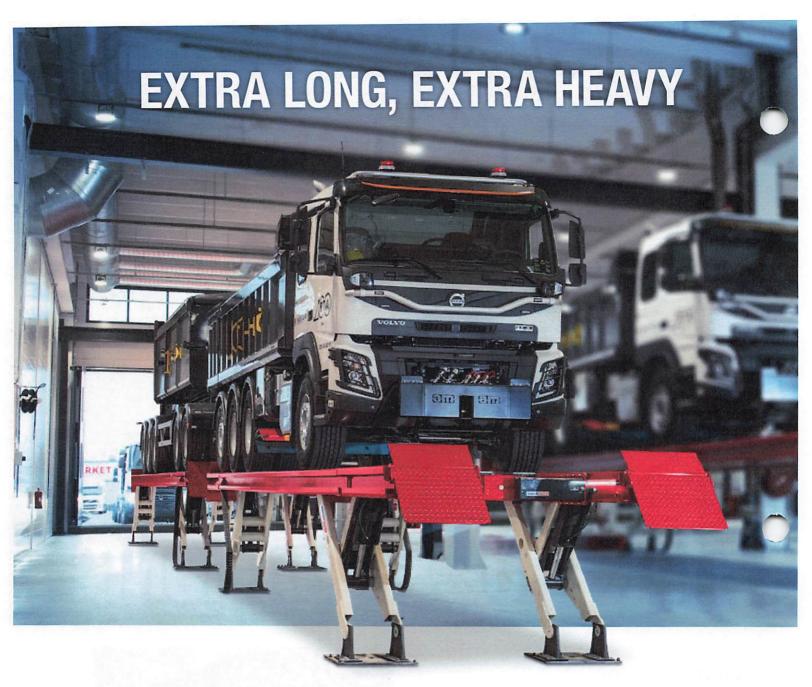
- · Low drive-on height of only 13.75 inches.
- Ideal for existing workshop situations.
- Fewer floor anchors required than conventional surface mounted plaform lifts.
- · Easy to install, no additional construction work required.
- Standard versatile drive-on ramps supplied for smooth drive-on, suitable for all types of vehicles.



Fixed end-stops or "drive-thru" versions



Versatile modular drive-on ramps



Special solutions for special requirements

With the innovative SKYLIFT, Stertil-Koni can always provide you with a superior customized solution. The SKYLIFT is available in various platform lengths (from 23 up to 48 feet).

Do you want your platform to be even longer? The SKYLIFT can be configured in tandem.

Tandem configuration

With a special synchronization set and a bridging-piece between the two lifts, it is possible to use two SKYLIFT vehicle lifts safely and quickly as either a single long lift or simply as two individual lifts. The drive-on is just as safe and equally smooth as with a single configuration. This is due to the minimal amount of space between the two lifts.



Various platform lengths



Platform lengths up to 48 feet



Extra flexibility for very long vehicles

DESIGNED FOR OUTDOORS



Galvanized Wash-Bay Model

If you want to be able to work outside or in a steam-cleaning bay, Stertil-Koni has the perfect solution for this too, the Stertil-Koni Wash-Bay SKYLIFT. This all-weather model is supplied with fully hot-dip galvanized platforms and footplates, lift legs and feet coated with extremely resistant heavy duty Maritime off-shore anti-corrosion coating and a watertight lockable stainless steel control box.

Facing the Elements

- · Very tough and durable for all models.
- Installation both inside and outside.
- Lockable polished stainless steel SKYLIFT control console.
- ebright Smart Control System for intuitive touchscreen operation.





Stainless steel control console



Galvanized platforms



Stertil® Guard™ Anti-Skid Coating

MAKE MAINTENANCE AND REPAIR EVEN EASIER, EVEN SAFER

Additional Features & Options all models:

- Recess cover plates for flush mounted models
- Reverse Roll-Off Protection System
- Additional multi-purpose drive-on approach ramps for a wide range of vehicles
- Optional platform length extensions can be mounted prior to installation or even later with retrofitting
- Synchronization kit for tandem configuration

- Remote control
- Jacking Beams
- Compressed Air Kit
- Two-speed lowering
- LED lighting
- Stertil[®] Guard[™] Anti-Skid Coating
- 49 inches platform extensions



Reverse Roll-Off Protection

- Added safety feature prevents vehicles from rolling-off the platforms.
- Increases actual platform length by 19 inches.
- Flush with the floor when lift is not in use.
- · No additional ramps required.
- Ideal for tandem configurations as no bridging pieces are required.



Automatic Recess Cover Plate System

- Strong and robust with a weight tolerance of 3,300 lbs.
- · Increased working safety and convenience.
- Mechanical locks engage automatically when the SKYLIFT is in an elevated position.
- Very durable, long lifespan with hot-dip galvanization as standard.



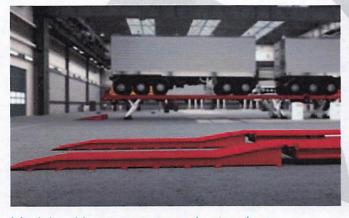
Jacking Beams

- Flexible wheel-free maintenance for tire or break repairs.
- Jacking Beams in lifting capacities of 26,400 or 35,200 lbs.



LED Lighting

- Modular plug-and-play 24V LED lighting kits.
- · Supplied complete with transformer and fixtures.
- IP65 water resistant.
- Eco-friendly, long lifespan bulbs.



Modular drive-on ramps and extensions

• Ideal for low-clearance vehicles in various lengths.



Stertil® Guard™ Anti-Skid Coating

· Prevents tire skidding or slipping on the platforms.

- · Programmable lifting height
- · Trouble Shooting diagnostic system
- · Manual override lowering in case of power failure

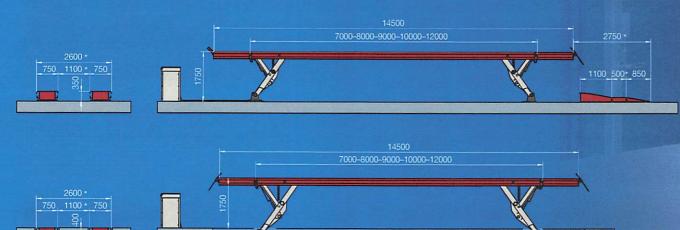
Maximum safety

- ANSI/ALI-ALCTV certified (United States of America)
- · CSA certified (Canada)
- CE certified (Europe)
- · Automatic protection against overloading
- Independent mechanical locking, beginning at 3 5/8 inches above floor level

Technical information

Model	SKY624	SKY780
Lifting capacity	62,400 lbs.	78,000 lbs.
Lifting system	hydraulic	
Lifting height	69"	
Lifting time	90 sec	
Available platform lenghts	23'-26'-30'-33'	26'-30'-33'-40'-48
Motor capacity	18 HP	

Please refer to the Installation and or Operations Manuals for detailed information and specifications. This product and all other STERTIL® products are protected by patents from various regions and countries. For more information please refer to: www.stertil.com/en/patents/. All rights reserved.



More information

please get in contact with us.















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🖪 StertilKoniUSA 🗷 @StertilKoniUSA 🖸 stertilkoniusa



References for Topeka and Lawrence:

Reference 1:

Laird Noller Commercial Truck Center Topeka, KS

Contact: Dustin Gasperich dgasperich@lairdnoller.com

785-633-3660

Scope of work: Complete Build, New Lifts, Tire Changers, Balancers, Shop Equipment

Reference 2:

Crown Toyota Lawrence, KS

Contact: Ginger Lopez

ginger@crownautomotive.com

(785) 842-2191

Scope of work: Hunter Equipment, Compressor Work, AC Work, Overall Inspections, and new lift installations with precise measurements to allow extra space for additional lifts.

Reference 3:

Lewis Toyota Topeka, KS

Contact: Mike Hogg

mike hogg@buylewis.com

785-760-3829

Scope of work: Hunter Equipment, Inspections, Replacement of several inground lifts including current projects working now. Removing old ingrounds and replacing them with above ground lifts.

Some Skylift Locations

Forbes Field-Topeka, KS
Douglas County DPW-Lawrence, KS
Wichita Transit-Wichita, KS
Houston Metro Transit-5 sites
MTC-Minneapolis Transit-more than 15 Skylifts at various sites

-We have at least 50 other Transit Authorities using the Skylift

Rawn Roman

Regional Manager 612-599-0898 rawn@stertil-koni.com www.stertil-koni.com



