

NOTICE

NOTICE TO VENDORS

Northeast Kansas Area Agency on Aging (NEKAAA) is extending invitations for bids on the attached Request for Quotation.

PURCHASING PERIOD: Date of Award through June 30, 2021.

GUARANTEE: Not Required.

Scope of Request: CAMERAS FOR TRANSIT VEHICLES (more details provided in the attached Request for Quotations)

DATE MAILED: February 4TH, 2021

MAIL BID TO:

Northeast Kansas Area Agency on Aging
C/O Justina Cockerham
1803 Oregon Street
Hiawatha, KS 66434

READ THIS REQUEST CAREFULLY

Failure to abide by all of the conditions of this Request may result in the rejection of a bid. Inquiries about this request should indicate the contract number and be directed to Justina Cockerham. Return bid in a sealed envelope or other sealed container, and include the signature page, signed certifications, pricing page, bid forms and descriptive literature no later than the closing date indicated above or by hand on opening date prior to 11:00 AM. Retain the remaining documents for reference.

BID INSTRUCTIONS

Preparation of Bid: Each bid must be legible and signed. Computations and totals shall be indicated where required. In case of error in computations or totals, the unit price shall govern.

Signature of Bids: Each bid shall give the complete mailing address of the vendor and be signed by an authorized representative by original signature with his or her name and legal title typed below the signature line. Each bid shall include the vendor's social security number or Federal Employer's Identification Number.

Acknowledgment of Addenda: All vendors shall acknowledge receipt of any addenda to this Request. **Failure to acknowledge receipt of any addenda may render the bid to be nonresponsive.** Changes to this Request shall be issued only by the Northeast Kansas Area Agency on Aging (NEKAAA) in writing.

Marking and Mailing Bids: Each individual bid must be submitted separately and shall be sealed securely in **TWO ENVELOPES OR OTHER CONTAINERS** addressed and marked on the outside as follows:

Northeast Kansas Area Agency on Aging
C/O Justina Cockerham
1803 Oregon Street
Hiawatha, KS 66434

Place the following information in the lower right-hand corner of the outside envelope:

RFQ # 21-03-5339-CAM

Closing Date: February 23th, 2021 -DO NOT OPEN

On the inside envelope mark:

CAMERA BID, DO NOT OPEN

NEKAAA shall not be responsible for the premature opening of a bid or for the rejection of a bid that was not received prior to the closing date because it was not properly identified on the outside of the envelope or container.

Bids received prior to the closing date will be kept secured and sealed until opening. Bids received after the 11:00AM opening date will not receive consideration and will remain sealed in the bid file.

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Modification of Bids: A vendor may modify a bid by letter at any time prior to the deadline for receipt of mail in bids, provided a written confirmation of the modification, signed by the vendor, and was mailed to NEKAAA at the address above prior to the deadline as evidenced by the postmark on the envelope or container. Modification of bids will also be allowed if delivered in person on opening date prior to 11:00AM.

Withdrawal of Bids: A bid may be withdrawn on written request from the vendor to Justina Cockerham at NEKAAA prior to the closing date or in person prior to the 11:00AM opening date.

Bid Disclosure: At the opening of the bid, bid prices shall be made public information. Interested vendors or their representatives may be present at the opening of the sealed bids at the following location or by zoom:

February 24th, 2021 @ 11:00 a.m.

Location: NEKAAA, 1803 Oregon Street, Hiawatha KS 66434

By Zoom: Join Zoom Meeting

<https://us02web.zoom.us/j/2981569821?pwd=cE1uRVM0K3p1WUFmdTlFd1c0czVZZz09>

Meeting ID: 298 156 9821

Passcode: 885083

One tap mobile

+12532158782,,2981569821#,,,,*885083# US (Tacoma)

+13462487799,,2981569821#,,,,*885083# US (Houston)

Dial by your location

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

+1 669 900 6833 US (San Jose)

+1 301 715 8592 US (Washington DC)

+1 312 626 6799 US (Chicago)

+1 929 436 2866 US (New York)

Meeting ID: 298 156 9821

Passcode: 885083

Find your local number: <https://us02web.zoom.us/j/kneFXoqF6>

The apparent low bidder at the bid opening shall not be construed as being a responsible bidder and meeting all specifications until all bids have been reviewed by the NEKAAA and KDOT in depth.

Restrictive Specifications: It shall be the bidder's responsibility to advise NEKAAA if any specifications, language, other requirements, or any combinations thereof, restricts or limits competitive bidding. Such notification must be submitted in writing and must be received by NEKAAA no later than five (5) days prior to the bid closing. Each bid shall include descriptive literature and specifications on the product bid.

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The Kansas Department of Transportation will be acting solely as an administering agency for the State and Federal program funds, and does not assume any responsibilities of ownership or operation of the equipment.

Questions concerning technical information should be directed to Justina Cockerham, NEKAAA Transportation Coordinator, at Justina.Cockerham@nekaaa.org.

SPECIAL PROVISIONS FOR TRANSIT VEHICLE CAMERAS

1. PURCHASE PERIOD:

Date of the Award through June 30, 2021

2. QUANTITIES:

The successful bidder will provide a cost proposal that fully accounts hardware, installation and supporting equipment for the following units:

In Vehicle Units:

- Outfitting 6 transit vehicles with 2 cameras, to include 1 Hybrid Video Recorder (HVR) with at least 1 TB of storage and three supporting camera units that are synced to the HVR unit. The HVR must be GPS enabled, have a Wi-Fi kit and a removable Secure Digital (SD) card for offloading of data.
- Installation of all 6 vehicles based on agreed upon camera placement design between bidder and NEKAAA staff.

Server:

- On (at most) a daily basis, the data on HVRs need to be offloaded via a wireless access point to a server in the Transportation Manager's office.
- Installation of all needed software and any training of staff should be included in this bid.

Replacement Policy:

- 3 year advanced replacement on all units.

3. DESTINATION:

Northeast Kansas Area Agency on Aging, 1803 Oregon Street, Hiawatha KS 66434

4. QUOTED PRICE:

The quoted price shall be guaranteed for the purchase period and shall include all service, warranty, installation and any other charges incidental to delivery of a road-ready vehicle to each provider location.

5. AWARD:

Orders will be placed by NEKAAA to the lowest responsive and responsible bidder(s) (Also referred to as the "Vendor").

6. DELIVERY and INSTALLATION:

The vendor must specify the approximate delivery and installation dates of the productions to the designated destination.

7. SPECIFICATIONS:

The bid shall meet or exceed specifications. When bidding on the alternates, bids must comply with alternate specifications. The bidder must list any exceptions to the specification in the response.

8. EQUIPMENT AND ACCESSORIES:

The bidder shall show in the bid response the per-unit cost for additional models or equipment which may be added to or deducted from the base price as the case may be.

STANDARD PROVISIONS FOR TRANSIT PROCUREMENT ACTIVITIES

1. OMISSIONS:

The bidder will be responsible for listing any omissions in the specifications that might render the equipment unsafe or inoperable. These omissions and bid costs should be listed on the bid form.

2. ORDERING:

NEKAAA will place orders with the successful bidder within the purchase period.

3. DEFAULT OF VENDOR:

The Vendor's bid may be canceled by the NEKAAA in the event of any failure by the vendor to comply with any provisions or specifications set forth in the request. The vendor under these provisions will not be held responsible for non-performance by reason of any act of God, State or Federal Law, Order of Regulation, or any other cause beyond the reasonable control of the vendor.

4. TERMS OF PAYMENT:

NEKAAA will place its order with the vendor. The vendor will submit the invoice to the NEKAAA. The Kansas Department of Transportation (KDOT) will issue a check made out to the provider. The provider will be responsible for paying the vendor the full cost of the project. Payment shall be made within **45 days** after receipt of the acceptable project.

5. EXCEPTIONS:

If the product is unable to meet the bid specifications, list any and all exception(s) and the specific reason(s) for each exception (why it will not meet the specification) in the bid response. All bid exceptions shall be evaluated in accordance with the appropriate evaluation criteria and procedures, but may result in the bidder receiving a less favorable evaluation than without the exception

6. NO GOVERNMENT OBLIGATION TO THIRD PARTIES:

- The Purchaser and Vendor 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, Vendor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
- The Vendor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the Federal Transit Administration (FTA). It is further agreed that the clause shall not be modified,

except to identify the subcontractor who will be subject to its provisions.

7. PROGRAM FRAUD CIVIL REMEDIES ACT:

Vendor acknowledges that the requirements of the Program Fraud Civil Remedies Act of 1986, as amended (31 U.S.C. 3801 et seq) and U.S. DOT regulations implementing the same (49 C.F.R. Part 31) apply to this contract. Accordingly, Vendor hereby certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, or it may make pertaining to the contract and the vehicle purchase it covers. In addition to other penalties that may be applicable, Vendor also acknowledges that if it makes a false, fictitious or fraudulent claim, statement, submission or certification, the Federal Government in coordination with the Purchaser and Kansas Department of Transportation reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986, as amended, on Bidder to the extent the Federal Government deems appropriate.

8. ACCESS TO RECORDS AND REPORTS:

- Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C. F. R. 18.36(i), the Vendor agrees to provide the Purchaser, 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 Vendor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Vendor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives access to Vendor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs administered by FTA.
- Where the Purchaser is a State and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 633.17, Vendor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, access to the Vendor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs administered by FTA. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.
- 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 subgrantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Vendor 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 record of the Vendor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
- Where any Purchaser which is the FTA Recipient or a subgrantee of the FTA

Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Vendor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

- The Vendor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- The Vendor 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 Vendor agrees to maintain the 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).

9. FEDERAL CHANGES:

Vendor 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 KDOT and FTA, which is located on the FTA website at www.fta.dot.gov, as they may be amended or promulgated from time to time during the term of this contract. Vendor's failure to so comply shall constitute a material breach of this contract.

10. CIVIL RIGHTS:

- **Nondiscrimination** – In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the American with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, Vendor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, age, or disability. In addition, the Vendor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- **Equal Employment Opportunity** – The following equal employment opportunity requirements apply to the underlying contract:
 - **Race, Color, Religion, 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 Vendor 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," 42U.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 Vendor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, 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 Vendor agrees to comply with any implementing requirements FTA may issue.

- **Age** – In accordance with section 4 of 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 Vendor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Vendor agrees to comply with any implementing requirements FTA may issue.
- **Disabilities** – In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Vendor 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 Vendor agrees to comply with any implementing requirements FTA may issue.

11. TERMINATION:

- Termination for Convenience (General Provision) NEKAAA, in cooperation with KDOT, may terminate this contract, in whole or in part, at any time by written notice to the Vendor when it is in the Government's best interest and without cause. The Vendor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Vendor shall promptly submit its claim to the NEKAAA to be paid the Vendor. If the Vendor has any property in its possession belonging to NEKAAA, the Vendor will account for the same, and dispose of it in the manner NEKAAA, in cooperation with KDOT, directs.
- Termination for Default [Breach or Cause] (General Provision) If the Vendor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Vendor fails to perform in the manner called for in this contract, or if the Vendor fails to comply with any other provisions of this contract, NEKAAA, in cooperation with KDOT, may terminate this contract for default. Termination shall be affected by serving a notice of termination on the Vendor setting forth the manner in which the Vendor is in default. The Vendor will only be paid the contract price for supplies and equipment delivered and

accepted, or services performed in accordance with the manner of performance set forth in this contract.

If it is later determined by the NEKAAA, in cooperation with KDOT, that the Vendor 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 Vendor, NEKAAA, in cooperation with KDOT, after setting up a new delivery of performance schedule, may allow the Vendor to continue work, or treat the termination as a termination for convenience.

- Waiver of Remedies for any Breach in the event that NEKAAA, in cooperation with KDOT, elects to waive its remedies for any breach by Vendor of any covenant, term or condition of this contract, such waiver by NEKAAA in cooperation with KDOT, shall not limit NEKAAA's or KDOT's remedies for any succeeding breach of that or of any other term, covenant, or condition of this contract.

12. DISADVANTAGED BUSINESS PARTICIPATION:

The vendor must sign the attached DBE Certification. An approved Disadvantaged Business Plan must have been submitted to the Federal Transit Administration (FTA) by the bidder for a vendor to be eligible to bid on this contract.

USE OF DBE OWNED FINANCIAL INSTITUTIONS (49 CFR 26.27):

KDOT encourages prime contractors to use the services of institutions owned and controlled by socially and economically disadvantaged persons. This requirement is part of each federal aid contract in Special Provision 7-18-80-latest revision, which is available on the KDOT website. Further information may be obtained from the DBE liaison officer at 785-296-7940.

There are two banks in Kansas known to be owned and controlled by socially and economically disadvantaged persons.

- Liberty Bank and Trust Company (African-American) located at 1314 N. 5th, Kansas City, KS 66101 (913) 321-7200.
- CBW (African American / Native-American) located at 109 East Main Weir, KS 66781 (620) 396- 8221.

13. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS:

Incorporation of Federal Transit Administration (FTA) Terms - The preceding provisions include, in part, certain Standard Terms and Conditions required by US Department of Transportation (USDOT), whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by USDOT, as set forth in FTA Circular 4220.1F, located at <http://www.fta.dot.gov>, and 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 contract. The Vendor shall not perform any act, fail to perform any act, or refuse to comply with any KCTDC, in cooperation with KDOT, requests that would cause KDOT as the FTA Direct Recipient to be in violation of the FTA terms and conditions.

14. BREACHES AND DISPUTE RESOLUTION:

- Disputes arising in the performance of this contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of NEKAAA. This decision shall be final and conclusive unless within [ten (10)] days from the date of receipt of its copy, the Vendor mails or otherwise furnishes a written appeal to the Justina Cockerham at NEKAAA. In connection with any such appeal, the Vendor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of NEKAAA shall be binding upon the Vendor and the Vendor shall abide by the decision.
- Performance During Dispute - Unless otherwise directed by NEKAAA, in cooperation with KDOT, the Vendor shall continue performance under this contract while matters in dispute are being resolved.
- Claims for Damages - Should either party to this contract suffer injury or damage to person or property because of any act or omission of the party or of any of its employees, agents or others for whose acts it is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.
- Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between NEKAAA, in cooperation with KDOT, and the Vendor arising out of or relating to this contract or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State of Kansas.
- Rights and Remedies - The duties and obligations imposed by this contract and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by NEKAAA, in cooperation with KDOT, or Vendor shall constitute a waiver of any right or duty afforded any of them under this contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

15. ENERGY CONSERVATION REQUIREMENTS:

Energy Conservation - The Vendor 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.

16. PREFERENCE FOR RECYCLED PRODUCTS:

To the extent practicable and economically feasible, the Vendor agrees to provide a competitive preference for products and services that conserve the natural resources and protect the environment and are energy efficient.

QUOTATION # 21-03-5339-CAM

Closing Date: February 23rd, 2021

ITEM: CAMERAS FOR TRANSIT VEHICLES

Justina Cockerham:

We submit a proposal to furnish requirements during the contract period in accordance with the specifications and Schedule of Supplies.

LEGAL NAME OF PERSON, FIRM OR CORPORATION (JOINT PAYMENT WILL BE MADE USING THIS LEGAL NAME AND ADDRESS INFORMATION LISTED BELOW):

TELEPHONE (TOLL FREE) NUMBER: _____

E-MAIL: _____

ADDRESS: _____

CITY: _____ STATE: _____

ZIP CODE: _____ PRINTED NAME: _____

SIGNATURE: _____

TITLE: _____ DATE: _____

F.E.I.N.: _____ WEBSITE ADDRESS: _____

NOTE: This form must be completed, signed by an authorized official of your company and returned with your bid.

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*. KDOT's Statewide DBE Goal for Transit Projects for years 2020-2022, as approved by FTA, is 1.81%. 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 NEKAAA 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 NEKAAA.

The contractor may not hold retainage from its subcontractors.

The contractor must promptly notify NEKAAA, 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 NEKAAA.

Signature: _____

Name and Title: _____

Company Name: _____

Date: _____