

June 7, 2022

Request for Bids

AWD Passenger Van

Northeast Kansas Area Agency on Aging (NEKAAA) is requesting bids from qualified firms to provide a passenger van of standard manufacture. This is a one-time vehicle purchase; NEKAAA will sign a quote by the selected bidder for the vehicle upon contract award.

Background

NEKAAA is seeking an all-wheel drive (AWD) van to better handle service requests in areas of Brown County where paved roads are limited and gravel roads are more common.

Specifications

Basics

- Model Year 2021 or 2022 (must be new)
- Seating for 8 passengers

Technical

- 3.5L V6 engine or larger
- All-wheel drivetrain
- Automatic transmission
- Unleaded regular fuel
- Three sets of keys

Body Exterior Features

- Any standard exterior vehicle color
- LED lights
- Running boards
- Fog lights
- Mud flaps and wheelhouse liners
- Extended cab (optional)
- High roof
- Steel wheels
- Rear view camera and back up alarm
- 37-inch-wide lift/ramp
(ADA customization following vehicle procurement, not required in this bid)

Interior

- Rubberized all-weather mat flooring
- Power operated doors and locks
- Power operated and lightly tinted windows
- Factory standard HVAC System
- Cruise control
- Vinyl seats
- Audio system with touch screen, AM/FM stereo
- Power outlet, instrument panel, 12-volt

Warranty

- 36 months / 36,000 miles Bumper / Bumper Warranty
- 60 months / 60,000 miles Powertrain Warranty
- 60 months / 60,000 miles Roadside Assistance

Delivery

Prior to delivery, the vehicle shall be inspected and serviced by the dealer and/or the manufacturer. A pre-delivery checklist must be completed and signed by a qualified/authorized representative of the organization performing the inspection service. The checklist must be delivered with the vehicle, along with warranty statements.

Bid Content and Format

Your bid must be submitted in the following format:

- 1) The completed cover sheet;
- 2) Warranty information, including manufacturer's and extended;
- 3) The completed price quotes and fully executed certifications; and,
- 4) A full list of specifications for the vehicles proposed in an itemized bid.

Bids will be evaluated based on the following criteria, in order of importance: (1) specifications of vehicle, and (2) price. **The cover sheet, price quote form and certifications on pages 8-9 are part of your bid and must be completed by all bidders.** Bids that do not include the cover sheet, price quote and fully executed certifications may be disqualified.

General

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

Bidders may ask questions until **June 15th, 2022**. Answers will be sent to all known bidders and posted to our website by **June 20th, 2022**. Any addendums to the RFB will also be sent to all known bidders and posted to our website.

To be considered, your bid must be received in the NEKAAA office by **11:00 am on July 7th, 2022**. NEKAAA plans to award the contract within four weeks.

Marking and Mailing Bids: Each individual bid must be submitted separately and shall be sealed securely in **TWO (2) ENVELOPES OR OTHER CONTAINERS** addressed and marked on the outside as follows:

Bids and questions are to be submitted to:

NEKAAA
Attn: Justina Cockerham
Transportation Coordinator
1803 Oregon St.
Hiawatha, KS 66434
Justina.Cockerham@nekaaa.org

Hand-delivered bids can be dropped off at 1803 Oregon St. Hiawatha, KS 66434.

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.

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 the 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:

NEKAAA
1803 Oregon St. Hiawatha, KS 66434
1:00 pm, July 7th, 2022

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.

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. NEKAAA will be responsible for paying the Vendor the full cost of the project. Payment shall be made within **forty-five (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:**

- 1) 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.
 - 2) 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:**
- 1) 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.
 - 2) 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.
 - 3) 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.
 - 4) 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.
- 5) 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.
 - 6) 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:**
- 1) 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.
 - 2) Equal Employment Opportunity – The following equal employment opportunity requirements apply to the underlying contract:
 - a. 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," 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 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.
 - b. 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.
 - c. 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:

- 1) 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.
- 2) 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 effected 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.
- 3) 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.

- 1) Liberty Bank and Trust Company (African American) located at 1314 N. 5th, Kansas City, KS 66101 (913) 321-7200.
- 2) 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>, 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 (Contact) 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.

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: _____

PRICE QUOTE

Vehicle Information

Year _____

Make _____

Model _____

Mileage _____

Total Price of Vehicle

NEKAAA is tax exempt – do not include sales tax in your price quote.

Invoice Price (includes all charges, delivery, fees) \$ _____

Warranty Information

Basic _____ months _____ miles

Powertrain _____ months _____ miles

Other (list type and term)

_____ months _____ miles

_____ months _____ miles

I agree that this bid complies with all provisions and certifications listed in the RFB.

Name (Print): _____

Date: _____

Signature: _____