“NOTICE”

QUOTATION NUMBER 001-19

NOTICE TO VENDORS

Invitations are extended for bids on the attached Request for Quotation.

USING AGENCY(IES): KANSAS TRANSPORTATION PROVIDERS (Providers or Purchasers)

PURCHASING PERIOD: Initial Purchase Period is fifteen months from Date of Award with three, one-year optional renewals.

GUARANTEE: Not Required.

Scope of Request: VEHICLES TO TRANSPORT ELDERLY PERSONS AND PERSONS WITH DISABILITIES

This Bid is intended to solicit quotations to provide for the purchase of VEHICLES TO TRANSPORT ELDERLY PERSONS AND PERSONS WITH DISABILITIES administered through the KANSAS DEPARTMENT OF TRANSPORTATION, TOPEKA, KANSAS and purchases by KANSAS TRANSPORTATION PROVIDERS.
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 the Chairperson of the Kansas Coordinated Transit District Council (KCTDC). Return each vehicle bid in a separate sealed envelope or other sealed container, and include the signature page, signed certifications, transportation 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. Prices are to be entered in spaces provided on the bid form(s) enclosed. Prices submitted in any format other than the enclosed bid forms will not be accepted. Computations and totals shall be indicated where required. In case of error in computations or totals, the unit price shall govern. NOTE: A separate bid ‘package’ would be submitted for each vehicle being bid (i.e.: if you are bidding on 3 separate vehicle types, 3 completely individual bids would be submitted, with each bid ‘package’ containing all necessary signatures, signed certifications, bid forms, and other descriptive literature.)

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 Kansas Coordinated Transit District Council (KCTDC).

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

Sarah Krom, Chairperson
Kansas Coordinated Transit District Council
P. O. Box 838
Great Bend, Kansas 67530

Place the following information in the lower right-hand corner of the outside envelope:
RFQ # 001-19
Closing Date: MARCH 18, 2019 – VEHICLE BID, DO NOT OPEN

On the inside envelope mark:
VEHICLE BID, DO NOT OPEN
KCTDC 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 KCTDC 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 the Chairperson at the KCTDC 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:

Eisenhower State Office Building
700 SW Harrison
2nd Floor Conference Room C
Topeka, Kansas 66603
March 8, 2019 11:00 A.M.

The bidders at the bid opening shall not be construed as being responsible bidders and meeting all specifications until all bids have been reviewed by the Council in depth.

Restrictive Specifications: It shall be the bidder’s responsibility to advise the KCTDC 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 the KCTDC no later than five (5) days prior to the bid closing. Each bid shall include descriptive literature and specifications on the product bid.

The brand names shown are given only to assist in identifying the type and quality of product required. Bids on comparable brands are invited.

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 Sarah Krom, Chairperson, Kansas Coordinated Transit District Council, phone (620) 792-1321. The bid protest procedures are located online at http://www.ksdot.org/burTransPlan/pubtrans/2019-bid-documents.asp.
2019 KANSAS COORDINATED TRANSIT DISTRICT COUNCIL
SPECIAL PROVISIONS
FOR
ELDERLY PERSONS AND PERSONS WITH DISABILITIES
VEHICLES

1. **PURCHASE PERIOD:** Initial Purchase Period is fifteen months from Date of Award with three, one-year optional renewals.

2. **QUANTITIES:** The quantities shown on the bid forms are estimated. The actual quantity ordered will be the actual quantity required, which may be greater, equal to, or less than the estimated quantities shown.

3. **DESTINATION:** All bid pricing will be made F.O.B. destination, freight paid to any provider location in the State of Kansas.

4. **QUOTED PRICE:** The quoted price for the initial purchase period shall be firm/fixed price and shall include all service, warranty, and any other charges incidental to delivery of a road-ready vehicle to each provider location. **The quoted price may not include any rebates or fleet discounts that require the KCTDC or the Kansas Department of Transportation (KDOT) to sign a rebate or fleet discount form.** The KCTDC and the KDOT Office of Public Transportation do not have fleet discount numbers, and do not qualify because they are not purchasing the vehicles, but rather are just conducting and overseeing this bid on behalf of our member transportation provider agencies. **However, rebates or fleet discounts that would require our Kansas Transportation Provider Agencies (the purchasers) to sign a rebate or fleet discount form are acceptable.** These rebates or fleet discounts (if any) must be handled “up front”—that is, they must be included in the quoted price so that the rebate or discount will result in a purchase price reduction on the amount to be paid by the purchaser after delivery. **Rebates or fleet discounts that are handled as payments from the manufacturers/dealers back to the purchasers (such as rebate checks mailed back to the purchasing transportation provider agencies) after payment of the full non-discounted price will not be acceptable.**

If 1-year renewals are exercised, then each approved vendor will be required to submit price sheets each renewed year. The amount of any price increase must be based on the United States Department of Labor’s (DOL) Producer Price Index (PPI). All bidders are required to submit the PPI Cost Escalation/De-escalation Calculation Worksheet, which can be found on the DOL’s website at [https://data.bls.gov/PDQWeb/wp](https://data.bls.gov/PDQWeb/wp).

**See example below:**
Example:

5. **AWARD:** Orders will be placed by the transportation providers to the responsive and responsible bidder(s) (Also referred to as the “Vendor”). In order to ensure that the best interests of the KCTDC and the Kansas Transportation Providers represented will be protected, the following determinations will apply:

The approved bidders will be determined based on responsiveness, responsibility and the cost will be determined by taking the sum total of the base vehicle price plus the prices for all optional equipment items as-bid for that vehicle. However, the KCTDC reserves the right to remove any non-responsive (as-bid) vehicle optional equipment items from the final determination formula for that vehicle type. In the case of a single bid only being received for a vehicle type, the KCTDC reserves the right to determine if the bid price is reasonable before designating the single vendor involved as a responsive and responsible bidder.

Factors of Evaluation of Responsiveness include:

- Prime consideration shall be given to the materials & build quality, and to the maintainability of all vehicles.

- Past performance is critical in determining responsible bidders. Only responsible bidders will be considered for bid award.

6. **DELIVERY:** The vendor must specify the approximate delivery date of the vehicles to the designated destinations.

7. **SPECIFICATIONS:** All vehicles 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 on the bid form for the vehicle being bid.

8. **EQUIPMENT AND ACCESSORIES:** The bidder shall show in the space provided 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.

9. **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.
10. **ORDERING:** Individual transportation providers will place orders with the successful bidder within the purchase period.

11. **DEFAULT OF VENDOR:** The Vendor’s bid may be canceled by the KCTDC 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.

12. **TERMS OF PAYMENT:** Individual transportation providers will place their order with the vendor. The vendor will submit the invoice to the provider. The Kansas Department of Transportation (KDOT) will issue a check made out to the provider for the federal and/or state share after the vehicle has been inspected by the provider. The provider will be responsible for paying the vendor the full cost of the vehicle. Payment shall be made within **45 days** after receipt of the acceptable vehicle.

13. **PRE-AWARD AUDITS:** The KDOT must ensure that a pre-award audit is completed before the transportation provider places a purchase order with a vendor for rolling stock. The following **must** accompany each bid.

   A pre-award audit will include:

   (a) Certification of FMVSS Compliance

   (b) Transit Vehicle Manufacturer Certification

   (c) Certificate of Compliance with Bus Testing (include Altoona bus testing report)

   (d) The Buy American Certification Part I and Part II must include a listing of:

      1. Component and Subcomponent parts of the rolling stock to be purchased identified by the manufacturer of the parts, their country of origin and costs: and

      2. The location of the final assembly point for the rolling stock, including a description of the activities that will take place at the final assembly point and the cost of final assembly.

**NOTE:** 49 CFR Part 663, Pre-Award and Post-Delivery Audits of Rolling Stock Purchases


   (f) In addition, the bid must include the seating plan for each type of vehicle bid.

A bidder must submit to the KCTDC the appropriate Buy America certification (included online) with all bids on FTA-funded contracts, except those subject to a general waiver. Bids that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.
14. QUALITY, MAINTAINABILITY, AND PERFORMANCE:

For conversion-type vehicles, all vehicle components and systems, both electrical and mechanical, which will require periodic physical work or inspection processes, shall be installed so that a minimum of time is consumed in gaining access to the critical areas. Each vehicle shall be designed to facilitate the disassembly, reassembly, servicing, or maintenance thereof by use of tools and items which are normally available as commercial standard items. The body and structure of all vehicles shall be designed for ease of maintenance and repair. Individual panels or other equipment which may be damaged in normal service shall be repairable or replaceable. Ease of repair shall be related to the vulnerability of the item to damage in service.

15. EXCEPTIONS: If a vehicle 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) on the bid form. If additional space is needed, continue on a white 8½” x 11” sheet of paper. 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 (See M20-19, C20-19, RMV19, and FSV-19).

16. 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.

17. 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.

18. 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, 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 to provide the FTA Administrator or his authorized representatives access to Vendor’s records and construction sites pertaining to a
capital project, defined at 49 U.S.C. 5302(3), 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 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 capital project, defined at 49 U.S.C. 5302(3), which is receiving federal financial assistance through the programs administered by FTA.

(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 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 enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(3)) 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.

19. **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.

20. **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) **Contract Compliance Programs** – 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.

21. **TERMINATION**:

   a. **Termination for Convenience (General Provision)** The KCTDC, 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 KCTDC to be paid the Vendor. If the Vendor has any property in its possession belonging to the purchaser that are participating in the KCTDC Bid, the Vendor will account for the same, and dispose of it in the manner the KCTDC, in cooperation with KDOT, directs.
b. 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, the KCTDC, 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 KCTDC, 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, the KCTDC, 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.

d. Waiver of Remedies for any Breach In the event that KCTDC, 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 KCTDC, in cooperation with KDOT, shall not limit KCTDC’s or KDOT’s remedies for any succeeding breach of that or of any other term, covenant, or condition of this contract.

22. DISADVANTAGED BUSINESS PARTICIPATION: The vendor must sign the attached “Transit Vehicle Manufacturer Certification”: An approved Disadvantaged Business Plan must have been submitted to the Federal Transit Administration (FTA) by the vehicle manufacturer 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.

23. 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 which would cause KDOT as the FTA Direct Recipient to be in violation of the FTA terms and conditions.

24. **DEBARMENT AND SUSPENSION**  
Vendor agrees to comply with the requirements of Executive Order 12549 and 12689 “Debarment and Suspension,” 31 U.S.C. and 6101 note, and U.S. DOT regulations on Debarment and Suspension at 49 C.F.R. Part 29. Vendor states and warrants that it is not debarred or suspended from participation in federal procurement programs or from federal non-procurement programs or both.

25. **BUY AMERICA REQUIREMENTS:** - The Vendor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. 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 C.F.R. 661.7. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11. Rolling stock must be assembled in the United States and have more than 65 percent domestic content for FY2019 and 70 percent for FY2020 and beyond.

26. **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 KCTDC. 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 Chairperson of the KCTDC. 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 the Chairperson shall be binding upon the Vendor and the Vendor shall abide by the decision.

Performance During Dispute - Unless otherwise directed by KCTDC, 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 of damage.

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the KCTDC, 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 KCTDC, 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.
27. **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.

28. **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. Examples of such products as listed by the U.S. Environmental Protection Agency and related to vehicular products include: lubricating oils, containing re-refined oil, including engine lubricating oils, hydraulic fluids, and gear oils; tires; and, reclaimed engine coolants, excluding coolants used in non-vehicular applications.

29. **ADA ACCESS**: The lift and all vehicle equipment must meet all ADA requirements as delineated in the Federal Register, Part IV, Department of Transportation, 49 CFR Parts 27, 37, and 38, Transportation for Individuals with Disabilities; Final Rule, Friday, September 6, 1991, and the FMVSS regulations as delineated in the Federal Register, Part IV, Department of Transportation, 49 CFR Part 571, Federal Motor Safety Standards; Platform Lifts Systems for Accessible Motor Vehicles, Platform Lift Installation on Motor Vehicles; Final Rule, Friday, December 27, 2002.

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ITEM: VEHICLES TO TRANSPORT ELDERLY PERSONS AND PERSONS WITH DISABILITIES

SIGNATURE SHEET

Ladies and Gentlemen:

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: ______________________________________  FAX: _______________

STATE: __________________________  CITY: _______________________

TYPED NAME: __________________________  ZIP CODE: _______________

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.

This pricing is available to Political Subdivisions of the State of Kansas. (Refusal will not be a determining factor in award of this contract.)

(Indicate)   Yes__________   No__________