



# Request for Quotation

RFQ NO. 24-18 3M GRAPHICS MATERIAL

April 12, 2024

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**Greater Dayton Regional Transit Authority**

4 S. Main Street, Dayton, OH 45402 • P: 937-425-8400 • F: 937-425-8416 • [www.iriderta.org](http://www.iriderta.org)

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RFQ Issue Date: 04 12, 2024

**TITLE: 3M GRAPHICS MATERIAL**

RFQ No: 24-18  
Issued by: Greater Dayton Regional Transit Authority (RTA)  
Attn: Procurement  
4 South Main Street, Dayton, OH 45402

The Greater Dayton Regional Transit Authority (RTA) is interested in obtaining quotes. Your firm is invited to submit a quote.

**The following information described below will be received by the Date and Time indicated:**

<b>Quote for furnishing the Product(s) / Service(s)</b>	<b>4/25/2024 2pm (EST)</b>
<b>Request for Approved Equals (RFAE)</b>	<b>4/18/2024 2pm (EST)</b>
<b>Solicitation Clarifications</b>	<b>4/18/2024 2pm (EST)</b>

All Quotes may be electronically submitted (Preferred) to [ahurd@greaterdaytonrta.org](mailto:ahurd@greaterdaytonrta.org)

**MAILED OR HAND DELIVERED QUOTES SEND DIRECTLY TO:  
Issuing Agency Listed Above**

Quote must be clearly labeled:  
**DESCRIPTION - RFQ 24-18 3M GRAPHICS MATERIAL**

**DBE Participation:** It is the policy of the Department of Transportation (DOT) that DBE's, as defined in 49 CFR, Parts 23 and 26, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds under this Agreement. Although the DBE goal for this procurement is **0%**, RTA welcomes DBE participation.

**Please Note:** This quote package and any addenda are available on the Procurement Department page of our website, <http://proc.greaterdaytonrta.org>. Please continue checking the website for any updates or addenda.

If you accessed this quote package from our website, we may not have you in our database. In order to ensure that you receive all updates and addenda, please go to <http://proc.greaterdaytonrta.org> - click on Vendor Registration (left side of page) and email completed form to [e-procurement@greaterdaytonrta.org](mailto:e-procurement@greaterdaytonrta.org)

Any interpretation, correction or change of the quote documents will be made by addendum. Interpretations, corrections or changes made in any other manner will not be binding, and quoters shall not rely upon such interpretations, corrections and changes.

The RTA has the right to make the award(s) on the basis of each individual item or any combination of items, or in the aggregate of all items.

Please contact **Buyer**, with any questions or inquiries concerning this RFQ. Please submit in writing to ensure accuracy to [ahurd@greaterdaytonrta.org](mailto:ahurd@greaterdaytonrta.org).

## SUMMARY OF REQUIREMENTS

In order for your quote to be considered, you must sign below indicating that you have read and will comply with the clauses that are marked as applicable to this RFQ. The Federal Third Party Contracting Clauses & Required Submittals may be accessed at the Greater Dayton Regional Transit Authority (RTA) website <https://proc.greaterdaytonrta.org>

Required	Read & Comply	Required Clauses and Submittals
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Quote Documents (If Applicable – Submit)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Quote Form (Submit)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Summary of Requirements (Submit)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Insurance Certificates (If Applicable - Submit)
<b>FTA Third Party Contracting Clauses</b>		
<input checked="" type="checkbox"/>	<input type="checkbox"/>	No Obligation by Federal Government
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Program Fraud and False or Fraudulent Statements or Related Acts
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Audit and Inspection of Records
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Federal Changes
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Nondiscrimination (EEO)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Title VI, Civil Rights Act of 1964, Compliance
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Americans with Disabilities Act (ADA)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Incorporation of Federal Transit Administration (FTA) Terms
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Energy Conservation
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Termination of Contract for Default (>\$10,000)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Termination for Convenience of the RTA (>\$10,000)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Disadvantaged Business Enterprise Participation (DBE's)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Debarment and Suspension (>\$25,000) (Signature Required)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Recycled Products
<input type="checkbox"/>	<input type="checkbox"/>	Privacy Act
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Patent Rights – Copyrights – Trademarks
<input type="checkbox"/>	<input type="checkbox"/>	Davis-Bacon and Copeland Anti-Kickback Acts (Construction >\$2,000)
<input type="checkbox"/>	<input type="checkbox"/>	Prompt Payment with Subcontractors (Construction)
<input type="checkbox"/>	<input type="checkbox"/>	Veterans Employment (Construction)
<input type="checkbox"/>	<input type="checkbox"/>	Prevailing Wages (Construction) (Signature Required)

Signature:  Date

Printed Name:  Title:

Company

Email:

Office #:  Mobile #:

**SPECIFICATIONS/SOW**  
**RFQ 24-18 3M Graphics Material**

**3M 8519 Scotchcal Overlamine Lustr**

- A 2 mil vinyl overlamine with a lustr finish.
- Highly conformable when used with 3M cast marking film making it the ideal choice for vehicle graphics and other long term outdoor applications.

**3M Prespacing Tape SCPS-2**

- This prespace tape is specially formulated for use with large format screen printed and electronically cut graphics to ease the application of small text.

**3M Scotchlite Removable Reflective IJ680CR-10**

- 7 mil White Reflective Vinyl with Comly Adhesive.
- Up to 9 year durability with up to 7 year 3M MCSTM Warranty on many applications.
- Clear removable pressure activated adhesive with air release.
- Polyethylene layflat paper.
- Retro-reflectivity values meet ASTM D-4956-11a, type 1, and NFPA 1901.
- Print compatibility: Solvent, Eco-Solvent, UV, Latex.

## SPECIAL CONDITIONS

**APPROVED EQUALS:** Where brand names or specific items or processes are used in the specifications, consider the term "or equal" to follow. However, a request for approval for any proposed substitution as an approved equal must be submitted in writing to the RTA per the dates listed on cover page. Acceptance of any proposed substitution will be at RTA's discretion. The quoter shall supply the RTA with performance data, samples and special guarantees as a condition of acceptance of any proposed substitution.

**Attn: Joy DesLauries-Davis**

Greater Dayton Regional Transit Authority  
600 Longworth St.  
Dayton, Ohio 45402

**BASIS OF AWARD:** Award will be based on the lowest quote received from responsive and responsible bidder(s) as determined by the Greater Dayton Regional Transit Authority (RTA). The successful vendor(s) will receive a blanket purchase order in accordance with the effective date stated in this Request for Quotation. No written notification of the award will be sent.

The RTA reserves the right, as the interest of the RTA requires, to postpone, accept or reject any and all quotes and to waive any informality in the quotes received.

A quote may be withdrawn by personal, written, or telegraphic request received from the bidder prior to the scheduled opening date. No quote may be withdrawn for a period of 60 days after the opening date.

**CONTRACT TERM:** The duration of contract shall not exceed ONE (1) year from notification of award or notice to proceed.

**DELIVERY:** Delivery will be made within **fourteen (14) calendar days** after receipt of order or verbal notification. Failure to deliver the required product within the specified time period is not in compliance with the terms and conditions set forth in the RFQ. The file will be documented accordingly regarding delinquent shipments. Continued delinquency could prohibit the award of future orders.

**DELINQUENT DELIVERY:** If the successful bidder fails to meet the required delivery time and it becomes necessary for the RTA to order product(s) from another source, the delinquent vendor will be responsible for reimbursing the RTA for the difference in the cost of the product(s) and any shipping costs that may be incurred by the RTA.

**INDEMNIFICATION:** The successful Contractor shall indemnify and save harmless RTA, its trustees, officers and employees from and against all loss, costs, liability, damage and expense whether direct, consequential or incidental, for personal injury and for property damage; and for such loss, costs, liability, damage and expense arising out of, or resulting in whole or in part, directly or indirectly, from work or operations under the contract but not limited to the acts, errors, omissions and negligence of Contractor's employees and agents, except to the extent of liability imposed due to RTA's own negligence.

**NON-WAIVER BY ACCEPTANCE OF PAYMENT:** Neither the acceptance by the RTA of any services, the payment by the RTA for any services, nor both acceptance and payment, shall be deemed to waive, compromise, or affect in any manner the liability of the Contractor for any breach of contract, of warranty or of both contract and warranty.

**PAYMENT TERMS:** Payments will be net 30 days after receipt of an invoice. Payment for services shall be at the quoted price.

**PRICES:** The prices quoted shall be "FIRM" for the term of the order.

**QUANTITIES:** All quantities are estimated. No guarantee is made or implied as to the minimum or maximum quantities that may be ordered during the stipulated order period.

**SHIPPING:** All products ordered will be shipped FOB Destination. All shipping costs incurred will be at the successful offeror's expense and included in firm-fixed price.

**TAX-EXEMPT:** The RTA is exempt from payment of all taxes, and taxes must not be included in the quoted price. Necessary exemption certificates shall be furnished to the successful bidder upon request.

**WARRANTY:** A standard manufacturer's warranty shall be provided for the product(s) or service(s) outlined in RFQ.

## **SUPPLIERS AND VENDORS INSURANCE REQUIREMENTS (IF APPLICABLE)**

The Vendor shall maintain, at its own expense, throughout the period of the Contract and any extensions thereof the following minimum insurance coverages of the types and in the amounts described below that are applicable to the scope of work being performed:

1. **Workers Compensation and Employer's Liability Insurance.** Vendor must carry Workers' Compensation Insurance (including occupational disease) in compliance with Workers' Compensation statutes of any applicable jurisdiction in which the Work is to be performed. For the attainment of Workers Compensation in monopolistic states, including Ohio, coverage must be secured through the state fund. If Vendor is a qualified self-insurer in compliance with the laws of the state, this is also acceptable. A certificate of compliance from the appropriate workers' compensation bureau or board must be provided with the certificate of insurance.

Vendor must also carry Employer's Liability Insurance with minimum limits of \$500,000 each accident; \$500,000 for disease (per employee); and \$500,000 for disease (policy limit). This policy must include Ohio "Stop Gap" coverage.

2. **Commercial General Liability Insurance.** Vendor must carry Commercial General Liability Insurance written on ISO form CG 00 01 10 01 (or its equivalent) with limits of \$1,000,000 per occurrence and \$2,000,000 in the aggregate. RTA (including its directors, officers, employees and volunteers) must be named as an additional insured on the CGL for liability arising out of the acts or omissions of the Vendor, including coverage for liability arising out of products and completed operations. The coverage afforded to RTA shall be primary to any other insurance carried by the RTA, and the RTA's coverage shall not contribute to any loss made pursuant to this coverage grant. Commercial General Liability coverage (including RTA's status as additional insured) shall be maintained for at least two years after completion of Contractor's work performed under this contract.
3. **Commercial Auto Liability Insurance.** Vendor shall carry Commercial Automobile Liability Insurance covering all owned, leased and non-owned vehicles used in connection with the work to be performed under this contract, with limits of not less than \$1,000,000 combined single limit per accident for bodily injury and property damage. RTA shall be afforded coverage under this policy for any liability arising out of the acts or omissions of Vendor.
4. **Excess/Umbrella Insurance.** Vendor shall carry Commercial Excess or Umbrella Liability Insurance over the Commercial General Liability, Employer's Liability and Commercial Automobile Liability policies in the amount of \$1,000,000 combined single limit. The Excess/Umbrella policy is subject to all requirements of the underlying policies as set forth herein.
5. **Pollution Liability Insurance.** If the Work under this Contract includes the transportation of hazardous substances (including but not limited to fuel and oil) to, from or about RTA's premises, and/or the disposal of such substances at a waste disposal site, Vendor shall purchase and maintain pollution liability coverage of at least \$1,000,000 per occurrence. This policy shall cover property damage, bodily injury and cleanup/pollution remediation costs caused by a pollution event and otherwise excluded under Vendor's Commercial General Liability or Commercial Automobile Liability policy. RTA shall be afforded protection under this policy as an additional insured, including coverage for claims arising out of Vendor's products and completed operations.
6. **Aircraft/Watercraft Liability Insurance.** If the Vendor is using aircraft or watercraft in performance of the Work under this contract, Vendor shall disclose this to RTA prior to contract execution. Vendor shall carry aircraft and/or watercraft liability insurance, including coverage for non-owned and hired craft, and RTA shall determine the appropriate limits which must be carried by Vendor.
7. **Fidelity Bond/Crime.** If Vendor or its employees will be on the premises of RTA in connection with performance of the Work under this contract, Vendor shall carry no less than \$100,000 in Third Party Crime Coverage for the benefit of the RTA in the event of theft or other intentional harm to RTA's property by Vendor's employees.
8. **Requirements common to all policies.**
  - a. Vendor shall be solely responsible for reimbursing any deductible amount to the insurer, even if payment is being made on behalf of RTA as an additional insured on Vendor's policy. Any deductibles or self-insured retentions in excess of \$5,000 must be disclosed and approved in writing by RTA.

- b. Vendor waives all rights of recovery it may otherwise have against RTA including its directors, officers, employees and volunteers) to the extent these damages are covered by any of Vendor's insurance policies as required in this contract.
- c. All insurance required hereunder shall be placed with insurers that have a minimum A.M. Best's rating of A-/X and shall be licensed, admitted insurers authorized to do business in the state of Ohio.
- d. A certificate(s) of insurance showing that Vendor's insurance coverages are in compliance with the insurance requirements set forth below must be completed by the Vendor's insurance agent, broker, or insurance company after the contract has been awarded. All certificates (other than Ohio workers' compensation) shall provide for thirty (30) days written notice to RTA prior to cancellation or non-renewal of any insurance referred to therein. The certificate shall reference RTA's status as an additional insured with primary/noncontributory coverage under both the General Liability and Auto policies.
- e. Failure of RTA to receive certificate(s) or other evidence of full compliance with these insurance requirements (or failure of RTA to identify and/or object to a deficiency in the certificate(s) that is/are provided by Contractor) shall not be construed as a waiver of Contractor's obligations to maintain such insurance. RTA shall have the right, but not the obligation, to prohibit Contractor from beginning performance under this contract until such certificates or other evidence that insurance has been placed in complete compliance with the above insurance requirements is received and approved by RTA. Contractor shall provide certified copies of all insurance policies required above within ten (10) days of written request from RTA.
- f. By requiring insurance herein, RTA does not represent that coverage and limits will necessarily be adequate to protect Vendor, and such coverage limits shall not be deemed as a limitation on Vendor's liability under the indemnities granted to RTA.
- g. Any subcontractors engaged by Contractor to perform the Work shall comply with these insurance and indemnification provisions and shall provide primary/noncontributory coverage to RTA as set forth herein.



## FEDERAL TRANSIT ADMINISTRATION (FTA) REQUIRED CLAUSES

**NO GOVERNMENT OBLIGATION TO THIRD PARTIES:** The Purchaser and contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party of this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

**NO PROGRAM FRAUD and FALSE or FRAUDULENT STATEMENTS or RELATED ACTS:** The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

**ACCESS TO RECORDS:** The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third party agreements of any type, and supporting materials related to those records.

**Retention Period.** The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) 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 records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

**Access to Records.** The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.

Access to the Sites of Performance. The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract as reasonably may be required.

**FEDERAL CHANGES:** 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 Agreement (Form FTA MA (7) dated October 2000) between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

**TERMINATION OF ORDER FOR CAUSE (In Excess o \$10,000):** If, through any cause, the Contractor shall fail to perform fully, timely and in a proper manner its obligation under this order, or if the Contractor shall breach any of the covenants, conditions or agreements contained in the order, RTA shall thereafter have the right to terminate this order by giving notice in writing which shall specify the effective date thereof, to the Contractor of such termination. In such event, any product delivered and/or installed by the Contractor under this order shall, at the option of the RTA, become RTA's property; then the Contractor shall be entitled to receive just and equitable compensation thereof, that is agreeable to both parties. In the event of a termination pursuant to this clause, RTA may elect instead to remove any product delivered and/or installed and redeliver the same to the Contractor, all at the Contractor's sole expense, including reasonable charges for any time and/or labor expended by RTA employees.

Notwithstanding the above, the Contractor shall not be relieved of any liability to the RTA for damages sustained by the RTA by virtue of any breach of order or warranty or of both, by the Contractor for the purpose of setoff and/or recoupment until such time as the exact amount of damages due the RTA from the Contractor is determined.

**TERMINATION FOR CONVIENCE (In Excess of \$10,000):** RTA may terminate this order at any time by a notice in writing, which shall specify the effective date thereof, from the RTA to the Contractor of such termination. In that event, any goods accepted by the RTA prior to the effective date of the termination shall become the RTA's property and the Contractor shall be entitled to receive just and equitable compensation therefore and for any services accepted by the RTA prior to the effective date of termination; provided, nevertheless, that the amount of the total order price is properly attributable to the goods and/or services accepted.

**NONDISCRIMINATION (EEO):** During the performance of this contract, Contractor agrees as follows: Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, creed, sex, sexual orientation, gender identity, disability, age, national origin or retaliation. Contractor will take affirmative action to ensure that applicants are employed, and the employees are treated during the employment without regard to their race, religion, color, creed, disability, sex, sexual orientation, gender identity, age or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. Contractor agrees to post in accessible places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, creed, disability, sex, sexual orientation, gender identity, age or national origin.

Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representative of Contractor's commitments under this section, and shall post copies of the notice in accessible places available to employees and applicants for employment. Contractor will

comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.

Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records and accounts by FTA and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

In the event of Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations or orders, this contract may be canceled, terminated or suspended in whole or in part and Contractor may be declared ineligible for further RTA contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.

Contractor will include the foregoing provisions of this paragraph in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. Contractor will take such action with respect to any subcontract or purchase order as RTA may direct as a means of enforcing such provisions, including sanctions for noncompliance, providing, however, that in the event Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by RTA, Contractor may request the United States to enter into such litigation to protect the interest of the United States.

#### **TITLE VI, CIVIL RIGHTS ACT OF 1964, COMPLIANCE:**

The Greater Dayton Regional Transit Authority (RTA), in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, creed, sex, age or national origin in consideration for an award.

During the performance of this contract, the Contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

Compliance with Regulations: The Contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

Nondiscrimination: The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, creed, sex, age or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential

subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, sex, age or national origin.

Information and Reports: The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the RTA or the Federal Transit Administration (hereinafter, "FTA") to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the RTA, or the FTA as appropriate, and shall set forth what efforts it has made to obtain the information.

Sanctions for Noncompliance: In the event of the Contractor's noncompliance with nondiscrimination provisions of this contract, the RTA shall impose contract sanctions as it or the FTA may determine to be appropriate, including, but not limited to:

withholding of payments to the Contractor under the contract until the Contractor complies; and/or cancellation, termination, or suspension of the contract, in whole or in part.

Incorporation of Provisions: The Contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the RTA or the FTA may direct as a means of enforcing such provisions, including sanctions for noncompliance: provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the RTA to enter into such litigation to protect the interests of the RTA, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

## **AMERICANS WITH DISABILITIES ACT (ADA)**

The Contractor agrees to comply with, and assure that any subcontractor under this Project complies with all applicable requirements for the American with Disabilities Act of 1990 (ADA), 42 U.S.C. Section 12101 et seq. and 49 U.S.C. Section 322; Section 504 of the Rehabilitation Act of 1973, as amended., 29 U.S.C. Section 794; Section 16 of the Federal Transit Act, as amended, 49 U.S.C. app. Section 1612, and the following regulations and any amendments thereto:

U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37;

U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27;

U.S. DOT regulations, "Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 49 C.F.R. Part 38; and 36 C.F.R Part 1192;

Department of Justice (DOJ) regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35;

DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36;

General Services Administration regulations, "Construction and Alteration of Public Building. Accommodations of the Physically Handicapped," 41 C.F.R. Part 101-19;

Equal Employment Opportunity Commission (EEOC) "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630;

Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R. Part 64, Subpart F; and

FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. Part 609.

**The Greater Dayton Regional Transit Authority  
Proposal Requirement**

**CERTIFICATION OF CONTRACTOR REGARDING DEBARMENT, SUSPENSION, AND OTHER  
INELIGIBILITY AND VOLUNTARY EXCLUSION**

The undersigned, an authorized official of the Proposer stated below, certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

(If the undersigned is unable to certify to any of the statements in this certification, such official shall attach an explanation to this proposal).

THE UNDERSIGNED CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 2 CFR Part 1200 and 2 CFR Part 180 of 31 U.S.C. SECTIONS 3801 ET SEQ. ARE APPLICABLE THERETO.

Name of Propser: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Signature of Authorized Official: \_\_\_\_\_

Title of Official: \_\_\_\_\_

Telephone: \_\_\_\_\_ Date: \_\_\_\_\_

The Greater Dayton Regional Transit Authority  
Proposal Requirement

**CERTIFICATION OF LOWER TIER PARTICIPANTS (SUBCONTRACTORS) REGARDING  
DEBARMENT, SUSPENSION, AND OTHER INELIGIBILITY AND VOLUNTARY EXCLUSION**

(THIS AFFIDAVIT TO BE COMPLETED BY THE SUCCESSFUL CONTRACTOR'S  
SUB-CONTRACTORS AFTER NOTIFICATION OF AWARD HAS BEEN RECEIVED)

The Lower Tier Participant [Subcontractor to the Primary Contractor(s)], \_\_\_\_\_,  
certifies by submission of this bid, that neither it nor its principals are presently debarred, suspended,  
proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction  
by any federal department or agency.

If the above named Lower Tier Participant (Subcontractor) is unable to certify to any of the statements in  
this certification, such participant shall attach an explanation to this certification.

The Lower-Tier Participant (Subcontractor), \_\_\_\_\_,  
certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this  
certification and understands that the provisions of 31. U.S.C. Section 3801 et seq. is applicable thereto.

\_\_\_\_\_  
Signature and Title of Authorized Official

\_\_\_\_\_  
Date

**NOTICE TO BIDDER: THIS CERTIFICATION SHALL BE COMPLETED BY ALL SUBCONTRACTORS  
WHICH WILL HAVE A FINANCIAL INTEREST IN THIS PROJECT WHICH EXCEEDS \$25,000 OR  
SUBCONTRACTORS WHICH WILL HAVE A CRITICAL INFLUENCE ON OR A SUBSTANTIVE  
CONTROL OVER THE PROJECT.**