



Request for Quotation

Trolley Carbon Inserts

RFQ NO. 22-14

April 18, 2022

April 18, 2022

TO: PROSPECTIVE PARTICIPANTS
RE: REQUEST FOR QUOTATION (RFQ)
TROLLEY CARBON INSERTS (Low Quote)
RFQ No. 22-14

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

In order to be considered, please ensure that your quote is received by the undersigned no later than: **May 16, 2022 at 2:00 p.m. (EST)**.

All Quotes may be electronically submitted (Preferred) to ameade@greaterdaytonrta.org or mail to:

**Greater Dayton RTA
Attn: Angela Meade
4 S. Main St., Dayton, OH 45402.**

Please include:

- **Quote Pricing Form – Attachment 1 (Excel Format)**
- Summary of Requirements (including all forms requiring signatures)
- Insurance Certificates (as applicable)

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 bid 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 bid 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

If you have any questions relating to this solicitation, please contact me by way of the contact information below.

Angela Meade
Angela Meade
Purchasing Agent
Greater Dayton RTA | 4 South Main Street | Dayton, OH 45402
E-Mail Address: ameade@greaterdaytonrta.org
Office: (937) 425-8315|Web: i-riderta.org

SPECIFICATIONS

RFQ 22-14 Trolley Carbon Inserts

Trolley Carbon Insert:

Kiepe Part number 94047740002 (94047740007)

Schunk Carbon Technology LLC Part Number 10202025

Morgan Advanced Materials Part Number 0330539

Pantrac Drawing Number 07.42.0019.06.120 Part Number TS2179

Or Approved Equal

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, **no later than May 06, 2022**. 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.

Carbon Inserts containing lead are not acceptable.

SPECIAL CONDITIONS

QUOTE SUBMISSION: ALL QUOTES MAY BE ELECTRONICALLY SUBMITTED TO AMEADE@GREATERDAYTONRTA.ORG OR MAIL TO ANGELA MEADE AT 4 S. MAIN ST., DAYTON, OH 45402.

Please include:

- **Quote Pricing Form – Attachment A (Excel Format)**
- Summary of Requirements (including all forms requiring signatures)
- Documentation (as applicable)
- Insurance Documentation (as applicable)

ACCESS: The Contractor should be aware that RTA is a constantly operating organization, with activity 24 hours a day, seven days a week.

It is the intention of the RTA to protect RTA employees, customers and property from harm and to reduce RTA's liability exposure limits regarding safety and environmental infractions.

RTA has retained the services of security guards who will grant access to gated areas at the Longworth Campus. Successful vendor will be provided the phone number to the RTA security office so that driver may call just prior to arrival so as not to slow his route schedule. Driver should not assume that if a gate is secure, he does not have ample access.

AFFIRMATIVE ACTION ASSURANCE PLAN (IN EXCESS OF \$10,000): All firms will be required to comply with all Equal Employment Opportunity laws and regulations and file with RTA's DBE Officer, if requested, an Affirmative Action Assurance Plan, consistent with RTA's non-discriminatory policy, subject to RTA approval.

All bidders must submit with their quote a copy of the email from the City of Dayton's Human Relations Council (HRC), stating that their application for Affirmative Action Assurance (AAA) certification has been approved. Failure to furnish a copy of the AAA approval email from the City of Dayton's HRC may be cause for rejection of the quote.

In order to receive the AAA approval email, vendor must first log onto the City of Dayton's vendor certification portal, CityBOTS (www.citybots.com), and complete the online AAA form. To obtain CityBOTS login credentials, vendor must go to www.citybots.com, click the "Request Login" button, and follow the instructions. (If vendor's Tax ID number does not exist in the City of Dayton's CityBOTS database, they will need to contact the HRC's Business & Technical Assistance team at bta@daytonohio.gov or (937) 333-1403 to set up a CityBOTS account.)

Once the online AAA form is submitted for approval, the HRC will process it **within 5 business days**. Vendor will then receive an email explaining the status of their AAA certification.

If an approval email is not received by the quote due date, vendor is to write "Application Pending" on the Summary of Requirements page, for "Affirmative Action Assurance (AAA) Certification". A copy of the approval email must be received within five (5) business days after the bid due date.

The quote of any firm, who in RTA's judgment has failed to comply with such laws and regulations, may be considered non-responsive, and may be rejected.

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, **no later than May 06, 2022**. 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.

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.

(Aggregate Awards)

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.

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.

DURATION OF CONTRACT: The duration of the agreement shall be until all items have been delivered complete.

DELIVERY: Delivery will be made within stated lead time 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.

LABORATORY TESTS: The RTA reserves the right to test all products delivered under the proposed order, at an independent laboratory to be designated by the RTA. This laboratory test shall include each item of the specifications to determine whether the products delivered are in conformity therewith. Tests shall be made on products selected at random from deliveries under the proposed order. Where the results of such tests show that the products delivered are not equal to the specifications, the Contractor shall pay the expense of making such test. If the results of any test show that the products delivered and tested conform to the specifications, then the RTA shall pay the expense of making such test.

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.

PROMPT PAYMENT: will include the following clause in each DOT-assisted prime contract: We
The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 15 days from the receipt of each payment the prime contractor receives from RTA. The prime contractor agrees further to return retainage payments to each subcontractor within 15 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the RTA. This clause applies to both DBE and non-DBE subcontractors.

When applicable, the RTA may use the following mechanisms to ensure prompt payment:

- a. Language providing that prime contractors and subcontractors will use appropriate alternative dispute resolution mechanisms to resolve payment disputes.
- b. Language providing that prime contractors will not be reimbursed for work performed by subcontractors until the prime contractor ensures that the subcontractors are paid promptly for work they have performed.
- c. Enforcement of public funds liens law and use of a similar mechanism for nonpublic improvement projects.
- d. Other applicable mechanisms as necessary.

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.

TERMINATION OF ORDER FOR CAUSE (IN EXCESS OF \$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, the 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 the 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, the 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 the 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 CONVENIENCE OF THE AUTHORITY (IN EXCESS OF \$10,000): The 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.

WARRANTY: A standard manufacturer's warranty shall be provided for the Trolley Carbon Inserts.

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.



Summary of Requirements

In order for your bid/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. **See link and instructions below.**

<https://proc.greaterdaytonrta.org> On the top left of the screen, under Resources, click on:
RFQ Small Purchase Clauses & Submittals.

Required	Read & Comply	Required Clauses and Submittals
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Quote/Bid Form (If Applicable - Submit Copy)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Summary of Requirements (Submit Copy)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Affirmation Action Assurance (AAA) Certification (>\$10,000) (Submit Copy)
FTA Third Party Contracting Clauses		
<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 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 #:

(Applicable if total procurement ≥ \$25,000)

The Greater Dayton Regional Transit Authority

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

The undersigned, an authorized official of the Bidder stated below, certifies, by submission of this quote, 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 quote).

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, 31 U.S.C. SECTIONS 3801 ET SEQ. ARE APPLICABLE THERETO.

Name of Bidder: _____

Address: _____

City, State, Zip: _____

Signature of
Authorized Official: _____

Printed Name: _____

Title of Official: _____

Email Address: _____

Telephone: _____ Date: _____

(Applicable if total procurement ≥ \$25,000)

The Greater Dayton Regional Transit Authority

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.

GREATER DAYTON REGIONAL TRANSIT AUTHORITY

QUOTE FORM

See Attachment – Proprietary Pricing Sheets will not be evaluated. All costs must be included on the provided Quote Form (Attachment A).

BASIS OF AWARD: The award of this order is based on the lowest responsive and responsible bidder(s) as determined by the Greater Dayton Regional Transit Authority (RTA).

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, **no later than May 06, 2022**. 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.