



# Request for Quotation

**HAZARDOUS AND NON-HAZARDOUS WASTE REMOVAL**

**RFQ NO. 22-16**

**APRIL 26, 2022**

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TO: PROSPECTIVE PARTICIPANTS

RE: REQUEST FOR QUOTATION (RFQ)  
HAZARDOUS AND NON-HAZARDOUS WASTE REMOVAL (Low Quote)  
RFQ No. 22-16

The Greater Dayton Regional Transit Authority (RTA) is interested in obtaining quotes for **Hazardous and Non-Hazardous Waste Removal**. Your firm is invited to submit a quote.

**Quote Schedule**

Request for Quote Available	<b>4/26/22</b>
Deadline for Questions, Clarifications and Approved Equal Requests (RFAE)	<b>5/11/22</b>
Deadline for Responses to Questions, Clarifications and Approved Equals (RFAE)	<b>5/13/22</b>
Quotes Due	<b>5/19/2022; 2:00 PM (EST)</b>

In order to be considered, please ensure that your quote is received by the undersigned no later than: **MAY 19, 2022 AT 2:00PM EST**

All Quotes may be electronically submitted (Preferred) to [rreed@greaterdaytonrta.org](mailto:rreed@greaterdaytonrta.org) or mail to Greater Dayton RTA Attn: Ruth Reed at 4 S. Main St., Dayton, OH 45402.

**Please include:**

- One (1) Pdf of Quote Documents
- One (1) Excel Quote Form – Attachment 1
- One (1) Thumb drive with Quote Docs and Quote Form (if mailed)

**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](mailto:e-procurement@greaterdaytonrta.org)

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

**Ruth Reed**

**Senior Purchasing Agent**

Greater Dayton RTA |4 South Main Street | Dayton, OH 45402

E-Mail Address: [rreed@greaterdaytonrta.org](mailto:rreed@greaterdaytonrta.org)

Office: (937) 425-8311|Web: [i-riderta.org](http://i-riderta.org)

**SCOPE OF WORK  
HAZARDOUS AND NON-HAZARDOUS WASTE REMOVAL**

**I. INTRODUCTION**

The Greater Dayton Regional Transit Authority (RTA) is seeking a contract for the handling, removal, and disposal of Hazardous Wastes, Non-Hazardous Wastes, and Universal Wastes at all RTA Facilities as directed by RTA. **The contract term will be for 2 years – one (1) base year and one (1) option year.** The contractor shall have a minimum of five (5) years of experience in the proper handling and disposal of waste products as outlined in this scope of work. The contractor shall have all required certifications, permits, licenses, and other forms of governmental approval required under federal, state, and local laws, ordinances, EPA and OSHA regulations and directives in connection with the removal, transport, storage, and disposal of waste materials.

**II. SCOPE AND PURPOSE**

- A. The Contractor shall be responsible for the proper removal and recycling or disposal of hazardous, non-hazardous, and universal waste materials from RTA facilities, as described herein.
- B. Functions shall include, but not necessarily be limited to, the following general services: transferring or pumping materials into approved containers; directing the loading of materials; securing the load to the transport vehicle; transporting pursuant to disposal; disposing of all specified items and materials; and preparing all documentation required by federal, state, and local authorities. Services also include supplying containers; marking and labeling containers properly; testing of contents prior to transport; obtaining necessary licenses and permits; and giving required notification to appropriate federal, state, and local agencies having jurisdiction over work to be accomplished; copying RTA on all documentation.
- C. All work shall be performed in strict compliance with the requirements of the Federal Resource Conservation and Recovery Act; the Federal Comprehensive Environmental Response, Compensation and Liability Act; Chapter 3734 of the Ohio Revised Code; and any federal or state regulations adopted pursuant to these provisions.

**III. REMOVAL, DISPOSAL, I.D. OF WASTE MATERIALS**

- A. RTA has not, in every instance, ascertained or identified all constituents or amounts of constituents that may be contained in the liquid or solid wastes to be loaded and shipped.
- B. All waste streams will be evaluated to determine their characteristics and regulatory status of hazardous or non-hazardous. RTA will provide available information to the Contractor for waste profiling. This determination can be performed by using one or more of the following methods:
  - 1. Knowledge of process generating the waste;
  - 2. Safety Data Sheets (SDS);
  - 3. Existing published or documented data on the waste or from similar generating processes; or
  - 4. Chemical analysis performed by an accredited laboratory, if deemed necessary.
- C. Waste characterization documentation and waste profiles will be provided to RTA, and waste profiles will be maintained on site for at least 3 years from the time the waste stream ceased to be generated.

- D. Only designated RTA personnel are authorized to sign manifests. Shipment manifests or bill of lading will be provided to RTA.
- E. The Contractor shall remove the hazardous waste materials from RTA facilities, transport all such materials to the approved storage and disposal facility, and arrange for their ultimate disposal. Disposal shall be accomplished in the following manner and priority:
  - 1. Recycling of materials where possible.
  - 2. Treatment or reclamation, including waste-to-energy, so that hazardous wastes are rendered non-hazardous.
  - 3. Incineration, if the hazardous materials can be incinerated.
  - 4. Disposition in accordance with applicable federal, state, and local laws at a properly licensed facility.
- F. There is to be no additional charge to RTA for the exchange of drums (i.e., three drums picked up and three empty drums dropped off). On the Bid Form, please quote the cost for new DOT drums in the unlikely event the need arises to purchase additional drums.
- G. The Contractor shall accept full title to the hazardous wastes when they are placed on, or into, the Contractor's vehicles.
- H. Performance of the actual disposal operations shall include, but not be limited to, the following:
  - 1. Arrangements made by the Contractor to notify all appropriate agencies having jurisdiction over the transport of hazardous materials.
  - 2. The proper tagging and labeling for shipment of all items or materials picked up at RTA facilities.
  - 3. Transport all such items or materials to approved storage/disposal facility, and perform testing, if not already accomplished, in order to determine hazardous waste classification.
  - 4. Ensure that all containers of waste materials comply with, and are transported in full compliance with, all shipping labeling, packaging, and transportation requirements as specified in 49 C.F.R. Parts 171, 172, 173, 177 and 40 C.F.R. Part 263.
  - 5. Dispose of all hazardous materials in a fully lawful manner and in compliance with facility standards of 40 C.F.R. Parts 264, 265, 266, 268 and local law.
- I. No draining or flushing of devices or containers having contained any form of hazardous materials may be performed at RTA facilities unless prior notification is given to, and permission received from, RTA.
- J. The Contractor shall dispose of all hazardous waste materials picked up under this order within 90 days of pickup. The Contractor may request an additional 30-day extension provided that: (1) Contractor can demonstrate to the satisfaction of RTA that it is beyond their control to arrange for disposal within the original 90-day limit, and (2) they are in compliance with applicable EPA storage regulations.
- K. Format of aforementioned certification shall be in compliance with all applicable requirements of governmental agencies having jurisdiction over operations.
- L. When it becomes necessary for the Contractor or subcontractor to store hazardous materials or items at approved facilities, all stored items and materials at all times shall meet all applicable codes for storage.

- M. Upon disposal of hazardous waste materials (to be performed within 90 days of pickup), the Contractor shall furnish RTA with documentation stating the type and amount of materials destroyed, the method of the disposal, and the location and owner of the facility where destruction and/or recycling or treatment took place.
- N. Upon submitted request by RTA, Contractor shall sample and analyze the designated materials and provide results of these tests within a 21-day period.

#### IV. PICKUP / REMOVAL REQUIREMENTS

- A. The Contractor should be aware that RTA is a continuously operating organization, with activity 24 hours a day, seven days a week. Removal of all oil, sludge and other non-hazardous waste materials will be done during typical business hours, Monday – Friday 7:00am – 3:30pm. A RTA employee will be available to grant access to needed areas.
- B. The services, as stated and specified in the order, will be performed on a required and as-needed basis, to be determined by the RTA.
- C. Removal of hazardous materials will be made within seven (7) days after notification that such services are required by RTA.
- D. The Contractor shall safely remove and dispose of hazardous waste materials in accordance with all applicable EPA and local regulations from the following locations at hours to be determined by RTA:
  - 1. 600 Longworth Street, Dayton, OH 45402
  - 2. 601 Longworth Street, Dayton, OH 45402
  - 3. 705 Longworth Street, Dayton, OH 45402
  - 4. 901 S. Ludlow St., Dayton, OH 45402
  - 5. 940 Veteran's Parkway, Dayton, OH 45402
  - 6. WSP 4 S. Main St.
  - 7. Any other location as RTA may acquire and/or deem necessary during the term of this contract. This shall include any additional location(s) where emergency spillage occurs and/or other similar circumstances requiring immediate disposal are necessary.
- E. The majority of the wastes to be disposed of will be located in the 600 & 601 Longworth St. buildings. **See ATTACHMENT 2** Combined OWS Drawings included for approximate locations of tanks. Sometime in 2022, a new 500-gallon used oil tank will be installed in the Para Shop in the 601 Longworth St. building.
- F. Contractor shall provide RTA with the proper storage/hauling cartons for fluorescent bulbs. RTA will house storage/hauling cartons until they are full. Once filled contractor will remove them, properly recycle or dispose of the bulbs/tubes.
- G. The Contractor must have, and be able to provide, proof of the proper insurance to perform all such activities as listed in this order.
- H. The Contractor must provide the name and telephone number of Contractor's representative who may be reached 24 hours per day, and/or number of subcontractor acting for Contractor during his time of absence.

## **V. TRANSFER OF WASTES / MATERIALS AND TITLE**

- A.** RTA hazardous and non-hazardous waste materials so described will be transferred to the Contractor at the time, place, and frequencies as set forth herein. No guarantee is made or implied as to the minimum or maximum quantities that need to be removed and disposed during the order period.
- B.** When the Contractor takes possession of, and removes, any waste materials from any RTA property, facility or any other location on behalf of RTA; the title, risk of loss and all other incidents of ownership to the materials shall be transferred from RTA to the Contractor and his representatives.
- C.** In the event waste materials are found to be nonconforming, Contractor may revoke acceptance of the materials. A justified revocation of acceptance shall operate to revert title of ownership to RTA. Waste materials shall be considered nonconforming for purposes of this agreement if:
  - 1.** They are not in accordance with the descriptions stated in the associated Waste Profile Sheet or,
  - 2.** They have hazardous constituents or components not identified in the Waste Profile Sheet, which would significantly increase the extent of the hazard and/or risk by the Contractor in agreeing to handle, load, transport, store, treat, recycle, or dispose of the waste materials.
- D.** RTA shall pay the Contractor any additional, reasonable expenses for handling, loading, transporting, storing, and treating any form of nonconforming waste materials, all of which shall be performed within strict adherence to any applicable laws and codes.

## **VI. CONTRACTOR WARRANTIES**

- A.** Contractor warrants that it understands the currently known hazards represented to persons, property, and the environment in the transportation, storage, and disposal of hazardous waste materials; it will transport, store and dispose of such materials in full compliance with all governing laws, regulations and orders; that any storage and disposal facilities being used are currently licensed to store and dispose of waste materials and, in the event that any such facility should lose its permitted status hereafter during the term of this Agreement, Contractor will promptly notify RTA of such loss.
- B.** If, during the course of the Contractor's work, a significant and/or reportable release of a quantity of hazardous waste materials should occur, Contractor shall immediately provide notice of this occurrence to RTA and, following RTA's approval, notify all applicable governing local and state agencies. Contractor shall notify emergency authorities immediately if the release threatens human health or the environment. Contractor shall document the nature and quantity of materials released and the procedures taken to contain and recover such materials.

## **VII. RTA WARRANTIES**

- A.** RTA warrants that the description of waste materials described herein is true and correct, to the best of its knowledge, and that the materials to be transferred to the Contractor will conform to such descriptions.
- B.** RTA holds title to all waste materials prior to transport.
- C.** RTA is under no legal restraint or order that would prohibit transfer of possession or title of such materials to Contractor for transport, storage, or disposal.

- D. RTA will, during the terms of this order, communicate to Contractor those hazards or risks known, or learned by RTA to be incidental to the handling, transport, storage, and disposal of the materials. RTA will comply with pertinent regulatory requirements, including any assistance to the Contractor necessary to insure that all manifest laws are met.

## VIII. WORK ON RTA PREMISES

- A. While working on RTA premises, Contractor, its employees, and subcontractors shall comply with all RTA safety policies and procedures, communicated to the Contractor either by verbal, posted, or written means. **The contractor shall attend RTA's Contractor Safety Program prior to the start of the contract.**
- B. All applicable and necessary safety equipment required by RTA Safety Policy, such as safety glasses, shoes, and gloves shall be provided by the Contractor to its employees or other representatives, prior to their entering onto RTA premises, and while working in all RTA facilities.
- C. Contractor's employees shall wear clothing/uniform that identifies the company they work for and as hazardous waste haulers.
- D. Contractor's employees shall comply with RTA security requirements. Contractor's employees shall notify RTA staff that they are on the property for a disposal pick-up.
- E. All contractor vehicles shall enter and leave the buildings through the appropriate doors, travel in the correct direction while in the building, and abide by all posted speed limits.

## IX. INSPECTIONS

RTA shall have the right, but not the obligation, to inspect and obtain copies of all written licenses, permits, or approvals issued by any governing entity or agency to Contractor or subcontractor, which are applicable to the performance of the order; to inspect any vehicles, containers, or disposal facilities used by the Contractor during operations; and to inspect the handling, loading, transport, storage, and/or disposal procedures conducted by the Contractor in the performance of this Agreement.

## X. GREATER DAYTON REGIONAL TRANSIT AUTHORITY LIST OF WASTE MATERIALS

- A. The following list and description of hazardous and non-hazardous waste materials is general in nature, and specific testing may be required to determine precise constituents.
- B. Materials below may be collected and disposed of on an as-needed basis to be determined by RTA.
  - 1. Diesel fuel, gallons.
  - 2. Gasoline, gallons
  - 3. Waste water, gallons.
  - 4. Used oil, gallons (transmission fluid, hydraulic fluid, differential fluid, engine lubricating oil)
  - 5. Coolant/Anti-Freeze, 55 gallon drums
  - 6. Aerosol Cans, 55 gallon drums
  - 7. Used filters – oil, transmission, hydraulic and such like
  - 8. Paints and thinners, paint gun cleaning wastes, 55 gallon drums.
  - 9. Paint booth filters (non-hazardous), pounds.

10. Dry batteries (for radios, flashlights, etc.), pounds.
11. Small Lithium and/or Ni-cad batteries and modules from substations or trolley buses
12. Contaminated refrigerant and/or refrigerant oil (R-134, 407C HCFC-22), pounds of refrigerant.
13. Fluorescent bulbs
14. Grease and Sludge from oil/water separators, service lanes including the following:
  - a. Bus wash pit waste/sludge, gallons. To be collected upon Maintenance Supervisor's request; usually three (3) to four (4) times per year
    - i. Three (3) concrete bus wash trenches and four (4) associated concrete pits.
    - ii. Three (3) Plastic Bus Washer Sediment tanks; located in bus wash equipment room/cage
  - b. Two Steam Bay Chassis wash collection tanks; one (1) in Steam Bay, one (1) Left of Steam Bay
  - c. Two Sediment Interceptors for bus washers at 600; located just after the exit of the #2 fuel lane and in 601; located just before the entrance to the bus washer
  - d. Three (3) Fuel Lane troughs; One (1) in 601 Longworth and two (2) in 600 Longworth
  - e. Three (3) Pre Bus wash troughs; located just before entry into each bus washer
  - f. Three (3) Large Catch Basins in 601; One (1) at Bus Wash exit, One (1) at Exit Doors and one (1) left of Fuel Lane
  - g. Two (2) Oil/Water Separator Main Trunk Lines
  - h. Three (3) Trench Drains; two (2) near the entrance in 600 and one (1) near Brake Tester
  - i. Two (2) trench drains in 601 parking areas
  - j. Two (2) large oil/water separator tanks; complete cleaning required-which may require tank entry into a confined space
  - k. Three (3) small oil/water separator tanks (complete cleaning required; one (1) oil/water separator exists at the 705 Bldg.; one (1) oil/water separator exists at the 901 Bldg; one (1) oil/water separator exists in 600 parking garage.
  - l. Non-Revenue area - Two sludge pits and troughs in parts wash area.

## **XI. EMERGENCY SERVICES**

**The contractor shall be available for 24 Hour emergency services to address any RTA hazardous or non-hazardous waste situations.** This may include, but is not limited to all waste products as outlined in this scope of work. This service shall have a two (2) hour response time requirement to be on-site.



## **XII. INVOICING**

- A. The contractor shall include a complete breakdown of all costs on the invoice consistent with the quoted price in the contract.
- B. The contractor shall include all manifests associated with the invoice.
- C. All invoices shall be submitted to RTA's AP Team at [accountspayable@greaterdaytonrta.org](mailto:accountspayable@greaterdaytonrta.org). The contractor shall also include RTA's Project Manager when submitting invoices. PM contact info will be provided at the time of award.

## **XIII. OTHER COSTS / FEES**

Please include any other costs/fees that may be associated with the pickup, removal, transport, storage, recycling and disposal of all hazardous and non-hazardous waste materials on a separate page.

## **XIV. CONTRACTOR / BIDDER DOCUMENTATION REQUIREMENTS**

The following documentation shall be submitted with your bid. If this documentation is not submitted with your bid, it may be considered non-responsive. The bidder must supply any additional requested information within five (5) business days after the request has been made. Failure to produce this data within the specified time frame will be considered in the final Contractor determination.

- 1. Provide a brief description of the firm's background and experience as it pertains to the type of Hazardous and Non-Hazardous Waste Removal and Disposal contained in the scope of work.
- 2. Provide the following:
  - a. The number of qualified technicians now employed (both full and part-time). "Qualified" means the technicians meet the minimum training requirements required by federal, state and local regulations.
  - b. Emergency Contact Person and phone number
- 3. Copies of all applicable permits, licenses, and other forms of governmental approval required under federal, state, and local laws, ordinance, regulations, and directives in connection with the pickup, removal, transport, storage, and disposal of hazardous and non-hazardous waste materials.
- 4. Such documentation and/or forms of governmental approval shall include, but not be limited to, the following as applicable:
  - a. Ohio State Hazardous Waste Hauler permits.
  - b. EPA Treatment, Storage and Disposal Facility (TSDF) identification numbers.
  - c. Notice of Hazardous Waste Activities submitted pursuant to the Resource Conservation and Recovery Act (RCRA).
  - d. Copy of EPA approval for incineration facility including copy of the RCRA TSDF permit.
  - e. State and local permits for incineration facility and chemical waste landfill facility.
  - f. Any additional related documentation regarding operations to be done.

5. An account of all violations, including but not limited to EPA and OSHA, and the results of those violations, for which the Contractor and/or its subcontractors have been cited during the past five (5) years.
6. A listing and description of all equipment and facilities that will be utilized by the Contractor toward the performance of this order with RTA. This list shall include a description of storage facilities, equipment, and disposal facilities, and/or the contractual agreements with any such storage and disposal facilities.

#### **IX. CONTRACT EXCEPTIONS**

- A. The RTA shall have the right to sell to the **highest bidder**, Used Oil and Used Coolant, when market conditions deem it to be in the best interest of the RTA.
- B. Any contractor who will be purchasing the used oil and/or used coolant as part of this contract proposal shall provide that information on ATTACHMENT 1 (Sale of Oil & Coolant tab) included with the RFQ.

## 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.**

<a href="https://proc.greaterdaytonrta.org">https://proc.greaterdaytonrta.org</a> On the top left of the screen, under Resources, click on: <b>RFQ Small Purchase Clauses &amp; Submittals.</b>		
Required	Read & Comply	Required Clauses and Submittals
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Quote Documents (Submit Copy)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Quote/Bid Form Attachment - 1 (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 (Submit Copy)
<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 RTA (>\$10,000)
<input type="checkbox"/>	<input type="checkbox"/>	Disadvantaged Business Enterprise Participation (DBE's)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Debarment and Suspension (>\$25,000) (Separate form – Signature Required)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Recycled Products
<input type="checkbox"/>	<input type="checkbox"/>	Privacy Act

Printed Name:  Title:

Email:

Company:

Office No.:  Mobile No.:

Signature:  Date:

**The Greater Dayton Regional Transit Authority**  
(Applicable if total procurement ≥ \$25,000)

**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: \_\_\_\_\_

**The Greater Dayton Regional Transit Authority**  
(Applicable if total procurement ≥ \$25,000)

**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.**

## SPECIAL CONDITIONS

**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](http://www.citybots.com)), and complete the online AAA form. To obtain CityBOTS login credentials, vendor must go to [www.citybots.com](http://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](mailto: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 MAY 19, 2022, 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 MAY 19, 2022.**

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 2:00PM on MAY 19, 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 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)*

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.

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 for a period of one (1) year with a one (1)-year option.

*Option to Extend the Term of the Contract*

The Greater Dayton Regional Transit Authority may extend the term of this contract by written notice to the Contractor; provided that the RTA shall give the contractor a written notice of its intent to extend at least 30 days before the contract expires. If the RTA exercises this option, the extended contract shall be considered to include this option provision.

The total duration of this contract, including the exercise of any options under this clause, shall not exceed 24 months.

**DELIVERY:** Delivery will be made within seven (7) 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.

**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:**

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.

## **SUPPLIERS AND VENDORS INSURANCE REQUIREMENTS (WHERE 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.

**ATTACHMENTS**

**QUOTE FORM See *Attachment – 1***

**COMBINED OWS DRAWINGS See *Attachment – 2***