



# Request for Quotation

## INTERNET ACCESS FOR RTA

RFQ NO. 23-18

5/22/23

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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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# REQUEST FOR QUOTE (RFQ) COVER PAGE

RFQ Issue Date: MAY 22, 2023

Title: INTERNET ACCESS FOR RTA  
RFQ No: 23-18  
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:

Quote for furnishing the Product(s) / Service(s)	6/23/2023 2:00pm (est)
Request for Approved Equals (RFAE)	-
Solicitation Clarifications	6/13/23 2:00pm (est)

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:  
**INTERNET ACCESS FOR RTA - RFQ 23-18**

**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 **Ashley Hurd**, 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 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 #:

**SPECIFICATIONS/SOW  
PROCUREMENT NAME**

**Quote Submission:**

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

**GREATER DAYTON REGIONAL TRANSIT AUTHORITY**

**SPECIAL CONDITIONS**

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

**DELIVERY/INSTALLATION:** 30 days after receipt of executed contract.

**EXPERIENCE:** 5 years' experience.

**REQUIRED INFORMATION:**

Provide the following information with your bid:

1. Five (5) current accounts in which the services provided are of a similar nature, a brief description of those services and the company name, size, contact name, address, telephone numbers and email addresses.
2. Customer support procedures including service level agreements, including up time guarantees and remediation.
3. Contact information for RTA account representatives.
4. On Site Requirements:
  - a. What, if any, rack, shelf space, power outlets or other requirements needed for the equipment to be installed.
  - b. Whether you will require a site visit.

## GREATER DAYTON REGIONAL TRANSIT AUTHORITY

### SCOPE OF WORK AND SPECIFICATIONS

#### Introduction

The Greater Dayton Regional Transit Authority (RTA) is seeking bids for fiber Internet connections at our 600 Longworth Street and 4 S Main Street locations. The termination point for the 600 Longworth Street building will be in the basement of the NorthWest corner. For the 4 S Main Street building the demarcation point will be in the basement of the NorthWest corner but it will need to be extended to the 2<sup>nd</sup> floor server room in the NorthEast corner of the building. There is existing conduit space for the extension. We are looking for a firm fixed price for three (3) years to be billed annually.

#### Internet Services

These are the services requested:

- Fiber Internet Connection
  - Three options for each location:
    - 1 Gbps x 1 Gbps
    - 500 Mbps x 500 Mbps
    - 250 Mbps x 250 Mbps
- Block of 32 Static Internet Protocol (IP) addresses
- Domain Name Services (DNS) for 17 addresses

### 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.

**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.

**CONTRACT TERM:** The duration of contract shall not exceed FIVE (5) YEARS from notification of award or notice to proceed.

**OR**

**DURATION OF CONTRACT:** The duration of the agreement shall be for a period of five (5) years.

### *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 36 months.

**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.

**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.

**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.

## **Greater Dayton Regional Transit Authority**

### ***Federal Third Party Contracting Clauses & Required Submittals*** ***(\$100,000 or less)***

#### *No Obligation by Federal Government*

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.

#### *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.

#### *Audit and Inspection of Records*

Contractor shall permit the authorized representatives of RTA, its member entities, the Ohio Auditor of State, the U.S. Department of Transportation, and the Comptroller General of the United States access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract, for the purpose of making audit, examination, excerpts and transcriptions until the expiration of three (3) years after final payment under this contract.

Contractor further agrees to include all its subcontracts hereunder, a provision to the effect that the subcontractor agrees that RTA, its member entities, the Ohio Auditor of State, the U.S. Department of Transportation and the Comptroller General of the United States or any of their duly authorized representatives shall, until the expiration of three (3) years after final payment under the subcontract, have access to books, documents, papers and records of such subcontractor involving transactions, related to the subcontractor for the purpose of making audit, examination, excerpts and transcriptions. The term "subcontract" as used in this clause excludes (1) purchase orders not exceeding \$10,000 and (2) subcontractor or purchase orders for public utility services at rates established for uniform applicability to the general public.

The periods of access and examination described above, for records which relate to (1) appeals under the "Disputes" clause of this contract, (2) litigation of the settlement of claims arising out of the performance of this contract, or (3) costs and expense of this contract as to which exception has been taken by the Comptroller General or any of his duly authorized representatives, shall continue until such appeals, litigation, claims or exceptions have been disposed.

#### *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.

#### *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.

*Termination of Contract for Default (Applicable to contracts > \$10,000)*

If, through any cause, the Contractor shall fail to perform fully, timely and in proper manner its obligations under this contract, or if the Contractor shall breach any of the covenants, conditions or agreements contained in the contract, the RTA shall thereafter have the right to terminate this contract by giving notice in writing which shall specify the effective date thereof, to the Contractor of such termination. In such event, any goods delivered and/or installed by the Contractor under this contract shall, at the option of the RTA, become the RTA's property and the Contractor shall be entitled to receive just and equitable compensation therefor, not to exceed the maximum aggregate compensation payable by RTA to contractor as stated in Blanket Purchase Order. In the event of a termination pursuant to this Blanket Purchase Order, the RTA may elect instead to remove any goods 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's 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 contract or warrants, 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 RTA (Applicable to contracts > \$10,000)*

The RTA may terminate this contract any time by a notice in writing that 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 therefor and for any services accepted by the RTA prior to the effective date; provided, nevertheless, that the amount of such compensation shall not, in any event, exceed the maximum aggregate compensation payable by RTA to contractor as stated in Blanket Purchase Order, properly attributable to the goods and/or services so accepted.

Neither the acceptance, by the RTA, of any goods and/or services; the payment, by the RTA, for any goods and/or services; nor both acceptance and payment, shall be deemed to waive, to compromise, or to affect in any manner the liability of the Contractor for any breach of contract, of warranty, or both of contract and of warranty.

#### *Disadvantaged Business Enterprise 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.

#### *Incorporation of Federal Transit Administration (FTA) Terms*

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, dated November 1, 2008, as amended are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any Greater Dayton RTA requests which would cause RTA to be in violation of the FTA terms and conditions.

#### *Debarment and Suspension (Applicable to contracts > \$25,000)*

The Contractor agrees to comply with U.S. Department of Transportation regulations, "Government Debarment and Suspension (Non-procurement)", 49 CFR Part 29, and otherwise comply with the requirements of those regulations. This includes the requirement of the bidder to submit the Certification of Primary Contractor Regarding Debarment, Suspension, and Other Ineligibility and Voluntary Exclusion for all projects when the total aggregate value of the Contract exceeds \$25,000 and to submit a Certification of Lower Tier Participation Regarding Debarment, Suspension and Other Ineligibility and Voluntary Exclusions for each subcontractor which will have a financial interest in this Project which exceeds \$25,000 or will have critical influence on or a substantive control over the Project.

During the term of the Contract the Contractor agrees to immediately notify RTA of 1) any potential subcontractor that is subject to this provision and to submit the appropriate certification prior to award of the subcontract, 2) any information that



its certification or certification of its subcontractors was erroneous when submitted, 3) any information that certifications have become erroneous by reason of changed circumstances.

The Contractor shall submit with each request for payment a list of all subcontractors to this contract which have a financial interest in the Project which exceeds \$25,000 or have had a critical influence on or substantive control over the Project and submit evidence that the appropriate certificates have been submitted and that they remain valid.

RTA will not make payment to the Contractor or subcontractor which 1) does not comply with this contract provision, or 2) is not in compliance with the above cited federal requirements.

#### *Cargo Preference - Use of United States Flag Vessels*

The Contractor agrees:

To utilize privately owned United States-flag commercial vessels to ship at least 50% of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, materials, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.

To furnish within 20 days following the date of loading for shipments originating within the United States, or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial bill-of-lading in English for each shipment of cargo described in the paragraph above, to the RTA (through the prime Contractor) and the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20230, marked with appropriate identification for the project.

To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract.

#### *Fly America*

The Recipient understands and agrees that the federal government will not participate in the costs of international air transportation of any persons involved in or property acquired for the project unless that air transportation is provided by U.S.-flag air carriers to the extent service by these carriers is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, as amended, 49 U.S.C. § 40118, and with U.S. General Services Administration (U.S. GSA) regulations pertaining to the use of United States flag air carriers, 41 C.F.R. §301-10.131 – 301-10.143.

#### *Davis-Bacon Act (Applicable to Construction projects > \$2,000)*

The Contractor will pay all laborers and mechanics employed on the project at least once a week and at a rate not less than the minimum wage specified in a

wage determination formally issued by the Secretary of Labor. A copy of this determination is included in the solicitation, and the award of the contract is to be conditioned upon the Contractor accepting the terms of this wage determination schedule.

*Copeland Anti-Kickback (Applicable to Construction projects > \$2,000)*

Contractor must comply with the COPELAND Anti-Kickback Act, which prohibits the Contractor from inducing any persons employed on the project to give up any portion of their pay.

*Transit Employee Protective Provisions (Applicable to Transit Operations)*

- (1) The Contractor agrees to comply with applicable transit employee protective requirements as follows:

General Transit Employee Protective Requirements - To the extent that FTA determines that transit operations are involved, the Contractor agrees to carry out the transit operations work on the underlying contract in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this contract and to meet the employee protective requirements of 49 U.S.C. A 5333(b), and U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the letter of certification from the U.S. DOL to FTA applicable to the FTA Recipient's project from which Federal assistance is provided to support work on the underlying contract. The Contractor agrees to carry out that work in compliance with the conditions stated in that U.S. DOL letter. The requirements of this subsection (1), however, do not apply to any contract financed with Federal assistance provided by FTA either for projects for elderly individuals and individuals with disabilities authorized by 49 U.S.C. § 5310(a)(2), or for projects for non-urbanized areas authorized by 49 U.S.C. § 5311. Alternate provisions for those projects are set forth in subsections (b) and (c) of this clause.

Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5310(a)(2) for Elderly Individuals and Individuals with Disabilities - If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5310(a)(2), and if the U.S. Secretary of Transportation has determined or determines in the future that the employee protective requirements of 49 U.S.C. § 5333(b) are necessary or appropriate for the state and the public body sub-recipient for

which work is performed on the underlying contract, the Contractor agrees to carry out the Project in compliance with the terms and conditions determined by the U.S. Secretary of Labor to meet the requirements of 49 U.S.C. § 5333(b), U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the U.S. DOL's letter of certification to FTA, the date of which is set forth Grant Agreement or Cooperative Agreement with the state. The Contractor agrees to perform transit operations in connection with the underlying contract in compliance with the conditions stated in that U.S. DOL letter.

Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5311 in Non-urbanized Areas - If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5311, the Contractor agrees to comply with the terms and conditions of the Special Warranty for the Non-urbanized Area Program agreed to by the U.S. Secretaries of Transportation and Labor, dated May 31, 1979, and the procedures implemented by U.S. DOL or any revision thereto.

- (2) The Contractor also agrees to include the any applicable requirements in each subcontract involving transit operations financed in whole or in part with Federal assistance provided by FTA.

#### *Drug and Alcohol Rules*

The Greater Dayton Regional Transit Authority (RTA) is required to comply with the Federal Transit Administration's drug and alcohol rule, 49 CFR Part 655. This rule requires RTA to ensure that any entity performing a safety-sensitive function on our behalf implement a drug and alcohol program which complies with the following clause:

"The contractor agrees to establish and implement a drug and alcohol testing program that complies with 40 CFR Part 655, produce any documentation necessary to establish its compliance with Part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State of Ohio, or Greater Dayton Regional Transit Authority to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Part 655 and review the testing process. The contractor agrees further to certify annually its compliance, with Parts 655."

### *Patents - Copyrights – Trademarks*

Contractor shall assume the defense of all claims and suits against RTA, its officers, agents and employees for infringement of the patents, copyrights or trademarks of any person arising out of the use by RTA, its officers, agents and employees of any article supplied under this contract, and the Contractor shall indemnify and hold harmless RTA, its officers, agents and employees from any and all liability, loss or damage arising from such claims or suits, including attorney fees.

### *Energy Conservation*

Contractor shall recognize mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act, as amended, 42 U.S.C. Sections 6321 et seq.

### *Recycled Products*

*(Applicable to contracts for items designated by EPA, when procuring \$10,000 or more per year)*

The Contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designed in Subpart B of 40 CFR Part 247.

### *Prompt Payment*

We will include the following clause in each DOT-assisted prime contract:

The price 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 from 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.

(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: \_\_\_\_\_

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

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.**

(Applicable to Construction projects > \$2,000)

**The Greater Dayton Regional Transit Authority**

**AFFIDAVIT OF CONTRACTOR OR SUBCONTRACTORS - PREVAILING WAGES**

**(THIS AFFIDAVIT TO BE COMPLETED BY THE SUCCESSFUL CONTRACTOR  
AFTER NOTIFICATION OF AWARD HAS BEEN RECEIVED)**

I, \_\_\_\_\_,  
*(Name of person signing affidavit and title)*

of the \_\_\_\_\_,  
*(Company's Name)* do hereby certify that the

wages paid to all employees for the full number of hours worked in connection with the  
Legal

Notice No. \_\_\_\_\_, titled \_\_\_\_\_

during the following period from \_\_\_\_\_ to \_\_\_\_\_ is in accordance  
with the prevailing wage prescribed by the contract document. I further certify that no  
rebates or deductions for any wages due any person have been directly or indirectly  
made other than those provided by law.

\_\_\_\_\_  
*(Signature of Officer or Agent)*

Sworn to and subscribed in my presence this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
*(Notary Public)*

My commission expires: \_\_\_\_\_

(SEAL)

The above affidavit must be executed and sworn to by an officer or agent or the Contractor or Subcontractor who supervises the payment of employees, before the Owner will release the surety and/or make a final payment due under the terms of the Contract.