Date          February 17, 2016

TO:          Prospective Quoters

RE:          Request for Quotation (RFQ) Annual Physical Count

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

In order to be considered, please ensure that one (1) original and three (3) copies of your quote are received by the undersigned no later than March 4, 2016 at 2:00 p.m. Quotes may be mailed, delivered or sent by delivery service addressed to the undersigned at Greater Dayton Regional Transit Authority, 4 S. Main Street, Dayton, OH 45402. Please allow additional working days for the internal delivery of mailed quotes in addition to the U.S. Postal Service delivery.

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.

The successful quoters will be offered a one-year contract with four (4) one-year options, effective on or about October 2016. The award will be based on experience, knowledge of bus/truck/automotive parts inventory counting and price of the most responsive and responsible quoters as determined by the RTA.

The successful vendor(s) will receive a blanket purchase order in accordance with the effective date stated in this Request for Quotation. No written notification of the award will be sent.

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

A quote may be withdrawn by personal, written, or telegraphic request received from the bidder prior to the scheduled opening date. No quote may be withdrawn for a period of 60 days after the opening date.

If you have any questions relating to this solicitation, please contact me at (937) 425-8313.

Sincerely,

JoAnn Oliver
Purchasing Agent

Attachment
Greater Dayton Regional Transit Authority

SCOPE OF WORK

ANNUAL PHYSICAL COUNT

1. Counters will be counting approximately 14,000 parts (located in 4 or 5 separate stockrooms) and will utilize RTA’s system.

2. All counters must be experienced in bus/truck/automotive parts.

3. The counts will be conducted on a Friday and Saturday in October. The desired dates are as follows:

   **Base Year:**
   
   Date desired: October 28 & 29, 2016
   Secondary date: October 21 & 22, 2016

4. If the option years are exercised, the counts will be performed on the following dates.

   **Option Year One: 2017**
   
   Date desired: October 27 & 28
   Secondary date: October 20 & 21

   **Option Year Two: 2018**
   
   Date desired: October 26 & 27
   Secondary date: October 19 & 20

   **Option Year Three: 2019**
   
   Date desired: October 25 & 26
   Secondary date: October 18 & 19

   **Option Year Four: 2020**
   
   Date desired: October 30 & 31
   Secondary date: October 23 & 24

5. The counts will be conducted on Friday beginning at 8:00 a.m. and resume at 7:00 a.m. on Saturday.

6. A crew of six (6) counters plus supervisor(s) is required for the Friday count. Twenty (20) counters plus supervisor(s) are required for the Saturday counts.

7. The counting team must arrive on location and be prepared to work by 8:00 a.m. on the first day of the count (Friday). The counting team must arrive on location and be prepared to work by 7:00 a.m. on the second day of the count (Saturday).

8. On Saturday, the first count needs to be completed before the lunch break is given.

9. Once the first count is completed the RTA will make the determination whether or not to release any of the counters. A second count will be completed on both Friday and Saturday and if necessary a third count will be completed.
Greater Dayton Regional Transit Authority

SPECIAL CONDITIONS

QUOTE SUBMISSION: Quotes submitted shall be inclusive of the following:

- QUALIFICATIONS: Provide a description of the firm's background and history as it pertains to physical inventories.

- PERSONNEL EXPERTISE: Provide the number of qualified personnel now employed by bidder who are qualified to perform annual physical counts in the RTA’s facilities. Describe the training and experience of individual(s) who will be primarily responsible for servicing the RTA’s needs.

- REFERENCES: Provide a minimum of three (3) references of counts conducted of a similar size and nature to that required by the RTA. Please include the following information: Firm’s name, contact name, address, phone number, facsimile number, email address and a description of work performed.

- AFFIRMATIVE ACTION ASSURANCE PLAN: All bidders 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 letter from the City of Dayton's Human Relations Council, stating that they have an approved Affirmative Action Assurance Plan. Failure to furnish the letter from the City of Dayton’s Human Relations Council may be cause for rejection of your quote. If a bidder is not on the approved list, please contact the following office to obtain an application, and include a COPY of the completed application with your bid:

  City of Dayton, Ohio
  Human Relations Council
  130 W. 2nd Street
  Suite 730
  Dayton, Ohio 45402
  (937) 333-1413

- One original and three (3) copies of the quote shall be delivered to the undersigned.

TERMS AND CONDITIONS

BASIS OF AWARD: The award of this order will be based on experience, knowledge of bus/truck/automotive parts inventory counting, and price of the most responsive and responsible bidder, as determined by the Greater Dayton Regional Transit Authority (RTA).

PRICES: The hourly prices quoted shall remain FIRM for the entire order period.

PURCHASE ORDER PERIOD: Bidders shall quote for a one-year period with four (4) one-year options, effective October 2016.

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 within 30 days; provided that the RTA shall give the contractor a preliminary written notice of its intent to extend
at least 60 days before the contract expires. The preliminary notice does not commit the RTA to an extension. 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 sixty (60) months.

**PAYMENT TERMS:** Payments will be net 30 days after acceptance of service. Payment for services provided to and accepted by the RTA shall be at the quoted price.

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

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.

**INVOICE:** An itemized invoice must be submitted in the same format as the RTA quote form (i.e., number of counters & supervisors multiplied by hourly charge(s) multiplied by actual number of hours on site).

**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(s) upon request.

**TERMINATION OF ORDER FOR CAUSE:** 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:** 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, at least 15 days before the effective date 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 of termination; provided, nevertheless, that the amount of the total order price is properly attributable to the goods and/or services accepted.

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

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

The quote of any bidder who in RTA's judgment has failed to comply with such laws and regulations, even though their bid may be the lowest in dollar amount, may be considered nonresponsive and may be rejected.

**SAFETY:** The Contractor will realize that RTA is a constantly operating organization, with activity 24 hours per day. We intend to protect RTA employees and property from any injury due to Contractor activity, and to reduce RTA liability for safety and environmental infractions.

Special and unique safety and environmental concerns found at RTA and incumbent upon the Contractor include:

- Vehicles may move inside buildings 24 hours per day according to set patterns
- RTA is a 24 hour operation
- Operators of equipment must be certified to operate that equipment
- Building evacuation procedure
- Fire safety and prevention
- Rules concerning running of engines inside buildings
- Storm water pollution prevention
- First-aid procedures
- Hazardous materials safety
GREATER DAYTON REGIONAL TRANSIT AUTHORITY
VENDORS INSURANCE REQUIREMENTS

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.

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.
Quote Evaluation and Selection Process

Significant criteria for evaluation and selection for the Annual Physical Count, but is not limited to the following, in descending order according to importance:

- Experience and Knowledge of staff in Bus/Truck/Automotive Parts who will be primarily responsible for servicing the RTA's needs
- Competitiveness of Price
- References
- Staff Availability on Desired or Secondary Dates

Method of Award

A. The quotes will be evaluated by a Selection Committee established by the RTA. Proposals will be evaluated on the criteria noted above. The total evaluation points, as separately determined by each Selection Committee member will be added, and each proposer will be ranked in numerical sequence, from the highest to the lowest score.

B. RTA reserves the right to reject any or all quotes, to accept other than the lowest price quote, to negotiate separately with any source whatsoever, and to accept the quote considered to be most advantageous to the RTA.

C. The RTA reserves the right to select the vendor(s) on the basis of quotes received without seeking further information or clarification from proposers.

D. Upon review of the quotes, the RTA staff will designate the most qualified proposers as finalists. These finalists may be invited to participate in a question and answer session (interview process) to clarify their quote with the RTA Selection Committee members.

E. If interviews are held, the Selection Committee may re-evaluate the quotes of those firms.

F. An award may then be made to the proposer(s) that best meet the needs of the RTA.

G. Any matters concerning this procurement will be addressed directly to JoAnn Oliver Greater Dayton Regional Transit Authority (RTA) at (937) 425-8313. The Selection Committee members are not to be contacted by any of the proposers regarding this Request for Quotation (RFQ).

H. If additional information or clarification is required from a proposer, they will be contacted directly.
### Summary of Quote Requirements

The Federal Third Party Contracting Clauses & Required Submittals may be accessed at the Greater Dayton Regional Transit Authority (RTA) procurement website at [http://proc.greaterdaytonrta.org](http://proc.greaterdaytonrta.org). On the top left of the screen, under Resources, click on RFQ Small Purchase Clauses & Submittals. In order for your quote to be considered, you must indicate below that you have read and will comply with the clauses that are marked as applicable to this RFQ.

<table>
<thead>
<tr>
<th>Required Clauses this Request for Quote</th>
<th>Please acknowledge you have read and comply.</th>
</tr>
</thead>
<tbody>
<tr>
<td>X</td>
<td>Quote Form</td>
</tr>
<tr>
<td>X</td>
<td>Summary of Quote Requirements</td>
</tr>
<tr>
<td>X</td>
<td>No Obligation by Federal Government</td>
</tr>
<tr>
<td>X</td>
<td>Program Fraud and False or Fraudulent Statements or Related Acts</td>
</tr>
<tr>
<td>X</td>
<td>Audit and Inspection of Records</td>
</tr>
<tr>
<td>X</td>
<td>Federal Changes</td>
</tr>
<tr>
<td>X</td>
<td>Nondiscrimination (EEO)</td>
</tr>
<tr>
<td>X</td>
<td>Title VI, Civil Rights Act of 1964, Compliance</td>
</tr>
<tr>
<td>N/A</td>
<td>Americans with Disabilities Act (ADA)</td>
</tr>
<tr>
<td>X</td>
<td>Termination of Contract for Default</td>
</tr>
<tr>
<td>X</td>
<td>Termination for Convenience of the RTA</td>
</tr>
<tr>
<td>Not Required</td>
<td>Disadvantaged Business Enterprise Participation</td>
</tr>
<tr>
<td>X</td>
<td>Incorporation of Federal Transit Administration (FTA) Terms</td>
</tr>
<tr>
<td>N/A</td>
<td>Debarment and Suspension</td>
</tr>
<tr>
<td>N/A</td>
<td>Cargo Preference – Use of United State Flag Vessels</td>
</tr>
<tr>
<td>N/A</td>
<td>Fly America</td>
</tr>
<tr>
<td>N/A</td>
<td>Davis-Bacon Act</td>
</tr>
<tr>
<td>N/A</td>
<td>Copeland Anti-Kickback</td>
</tr>
<tr>
<td>N/A</td>
<td>Transit Employee Protective Provisions</td>
</tr>
<tr>
<td>X</td>
<td>Drug and Alcohol Rules</td>
</tr>
</tbody>
</table>
N/A  Patents – Copyrights – Trademarks
X  Energy Conservation
X  Recycled Products
N/A Certification of Contractor Regarding Debarment, Suspension, and other Ineligibility and Voluntary Exclusion Form
N/A Certification of Lower-Tier Participants (Subcontractors) regarding Debarment, Suspension, and other Ineligibility and Voluntary Exclusion Form
N/A Affidavit of Contractor or Subcontractors – Prevailing Wages

SIGNATURE: __________________________________________________________

NAME PRINTED: ______________________________________________________

TITLE: _______________________________________________________________

COMPANY: ____________________________________________________________

DATE: _______________________________________________________________
QUOTE FORM
Annual Physical Count

YEAR ONE

October 2016

<table>
<thead>
<tr>
<th>Description</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hourly Rate for Counters</td>
<td>$________</td>
</tr>
<tr>
<td>Hourly Rate for Supervisors</td>
<td>$________</td>
</tr>
</tbody>
</table>

Is your firm available on the following dates?

Desired date: October 28 & 29, 2016 Yes_____ No_____
Secondary date: October 21 & 22, 2016 Yes_____ No_____

OPTION YEAR ONE

October 2017

<table>
<thead>
<tr>
<th>Description</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hourly Rate for Counters</td>
<td>$________</td>
</tr>
<tr>
<td>Hourly Rate for Supervisors</td>
<td>$________</td>
</tr>
</tbody>
</table>

Is your firm available on the following dates?

Desired date: October 27 & 28, 2017 Yes_____ No_____
Secondary date: October 20 & 21, 2017 Yes_____ No_____

OPTION YEAR TWO

October, 2018

<table>
<thead>
<tr>
<th>Description</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hourly Rate for Counters</td>
<td>$________</td>
</tr>
<tr>
<td>Hourly Rate for Supervisors</td>
<td>$________</td>
</tr>
</tbody>
</table>

Is your firm available on the following dates?

Desired date: October 26 & 27, 2018 Yes_____ No_____
Secondary date: October 19 & 20, 2018 Yes_____ No_____
### OPTION YEAR THREE

**October 2019**

<table>
<thead>
<tr>
<th>Description</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hourly Rate for Counters</td>
<td>$________</td>
</tr>
<tr>
<td>Hourly Rate for Supervisors</td>
<td>$________</td>
</tr>
</tbody>
</table>

Is your firm available on the following dates?

- **Desired date:** October 25 & 26, 2019  
  - Yes_____  
  - No_____
- **Secondary date:** October 18 & 19, 2019  
  - Yes_____  
  - No_____

### OPTION YEAR FOUR

**October 2020**

<table>
<thead>
<tr>
<th>Description</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hourly Rate for Counters</td>
<td>$________</td>
</tr>
<tr>
<td>Hourly Rate for Supervisors</td>
<td>$________</td>
</tr>
</tbody>
</table>

Is your firm available on the following dates?

- **Desired date:** October 30 & 31, 2020  
  - Yes_____  
  - No_____
- **Secondary date:** October 23 & 24, 2020  
  - Yes_____  
  - No_____