



Greater Dayton Regional Transit Authority
4 S. Main Street
Dayton, OH 45402

February 9, 2018

TO: Prospective Quoters

RE: Request for Quotation (RFQ) 18-04
Trolley Carbon Inserts

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

The successful quoter will be offered an eighteen (18) month contract, effective on or about March 1, 2018. The award will be based on the lowest quote received from 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.

In order to be considered, please ensure that your quote is received by the undersigned no later than **February 27, 2018 at 2:00 p.m.** Quotes may be hand delivered, sent by delivery services addressed to the undersigned at Greater Dayton Regional Transit Authority, 4 S. Main Street, Dayton, OH 45402, faxed to the attention of the undersigned at (937) 425-8410, or by e-mail to: rbaughn@greaterdaytonrta.org. Mailed quotes should be addressed to the undersigned, Greater Dayton Regional Transit Authority (RTA), 4 South Main Street, Dayton, OH 45402. Please allow additional working days for U.S. Postal Service delivery.

A quote may be withdrawn by personal, written, or telegraphic request received from the quoter prior to the scheduled opening date. No quote may be withdrawn for a period of 60 days after the opening date.

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.

If you have any questions relating to this solicitation, please contact me at rbaughn@greaterdaytonrta.org.

Sincerely,

Ryne Baughn

Ryne Baughn
Purchasing Agent

GREATER DAYTON REGIONAL TRANSIT AUTHORITY

SPECIFICATIONS

Trolley Carbon Insert:

Kiepe Part number 94047740002 (94047740007)

Schunk Graphite Part Number 10202025

Carbone of America Part Number 600-116019

Morgan Advanced Materials Part Number 0330539

Pantrac Drawing Number 07.42.0019.06.120 Part Number TS2179

Or Approved Equal

Carbon Inserts containing lead are not acceptable.

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SPECIAL CONDITIONS

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

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.

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

DURATION OF CONTRACT: The duration of the agreement shall be for a period of eighteen (18) months.

DELIVERY: Delivery will be made within 60 calendar days after receipt of order or verbal notification.

DELINQUENT DELIVERY: If the successful contractor 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. 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.

SHIPPING: All trolley carbon inserts will be shipped to the RTA FOB Destination. All shipping costs incurred will be at the successful quoter's expense.

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

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 eight (8) days prior to the quote due date.** 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.

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.

Affirmative Action Assurance (AAA) Certification from the City of Dayton, Human Relations Council.

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**

proposers must submit with their proposal 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 proposal.

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

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

If an approval email is not received by the proposal due date, vendor is to write "Application Pending" on the applicable line on the PROPOSAL SUBMISSION, SUMMARY OF PROPOSAL REQUIREMENTS. A copy of the approval email must be received within five (5) business days after the proposal due date.

The proposal 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.

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 quoter upon request.

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

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.

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SUPPLIERS AND VENDORS INSURANCE REQUIRMENTS

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 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 Vendor) shall not be construed as a waiver of Vendor's obligations to maintain such insurance. RTA shall have the right, but not the obligation, to prohibit Vendor 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. Vendor shall provide certified copies of all insurance policies required above within ten (10) days of written request from RTA.

f. By requiring insurance herein, RTA does not represent that coverage and limits will necessarily be adequate to protect Vendor, and such coverage limits shall not be deemed as a limitation on Vendor's liability under the indemnities granted to RTA.

g. Any subcontractors engaged by Contractor to perform the Work shall comply with these insurance and indemnification provisions and shall provide primary/noncontributory coverage to RTA as set forth herein.

Summary of Quote Requirements

Required Clauses this Request for Quote	Please acknowledge you have read and comply.	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 . On the top left of the screen, under <i>Resources</i> , click on <i>RFQ Small Purchase Clauses & Submittals</i> . 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.
✓	_____	Quote Form
✓	_____	Summary of Quote Requirements
✓	_____	No Obligation by Federal Government
✓	_____	Program Fraud and False or Fraudulent Statements or Related Acts
✓	_____	Audit and Inspection of Records
✓	_____	Federal Changes
✓	_____	Nondiscrimination (EEO)
✓	_____	Title VI, Civil Rights Act of 1964, Compliance
✓	_____	Americans with Disabilities Act (ADA)
✓	_____	Termination of Contract for Default
✓	_____	Termination for Convenience of the RTA
✓	_____	Disadvantaged Business Enterprise Participation
✓	_____	Incorporation of Federal Transit Administration (FTA) Terms
✓	_____	Debarment and Suspension
✓	_____	Cargo Preference – Use of United State Flag Vessels
✓	_____	Fly America
N/A	_____	Davis-Bacon Act
N/A	_____	Copeland Anti-Kickback
N/A	_____	Transit Employee Protective Provisions
N/A	_____	Drug and Alcohol Rules

<u> N/A </u>	<u> </u>	Patents – Copyrights – Trademarks
<u> ✓ </u>	<u> </u>	Energy Conservation
<u> ✓ </u>	<u> </u>	Recycled Products
<u> ✓ </u>	<u> </u>	Certification of Contractor Regarding Debarment, Suspension, and other Ineligibility and Voluntary Exclusion Form
<u> ✓ </u>	<u> </u>	Certification of Lower-Tier Participants (Subcontractors) regarding Debarment, Suspension, and other Ineligibility and Voluntary Exclusion Form
<u> N/A </u>	<u> </u>	Affidavit of Contractor or Subcontractors – Prevailing Wages

SIGNATURE:

NAME PRINTED:

TITLE:

COMPANY:

DATE:

The Greater Dayton Regional Transit Authority

Quote Requirement

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

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

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

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

Name of Proposer: _____

Address: _____

City, State, Zip: _____

Signature of Authorized Official: _____

Title of Official: _____

Telephone: _____ Date: _____

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.

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QUOTE FORM

18 Month Contract

Part Number	Qty.	Item Description	Unit Price	Total Amount
Kiepe Part number 94047740002 (94047740007) Schunk Graphite Part Number 10202025 Carbone of America Part Number 600-116019 Morgan Advanced Materials Part Number 0330539 Pantrac Drawing Number 07.42.0019.06.120 Part Number TS2179 or Approved Equal Carbon Inserts containing any lead are <u>not</u> acceptable.	13,500 each	Trolley Carbon Insert	\$	\$

Name of Individual, Partner or Corporation

Address

City, State and Zip Code

Telephone Number

Fax Number

E-Mail

Authorized Signature

Title

Date

Authorized Name Printed