

March 12, 2019

TO: Prospective Quoters

RE: Request for Quotation (RFQ) 19-05  
Office Supplies

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

The successful quoter will be offered a one-year agreement, effective on or about April 27, 2019. The award will be based on the lowest quote received from responsive and responsible quoters as determined by the RTA.

The successful vendor will receive a blanket purchase order in accordance with the terms and conditions stated in this Request for Quotation. Contract forms submitted by Vendors will not be signed. 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 **2:00 p.m., April 3, 2019**. Quotes may be emailed to [rbaughn@greaterdaytonrta.org](mailto:rbaughn@greaterdaytonrta.org) or mailed, hand 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 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A quote may be withdrawn by personal, written, or telegraphic request received from the quoter prior to the scheduled opening date. No quote may be withdrawn for a period of 120 days after the opening date.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.

Please Note: This RFQ and any addenda are available on the Procurement Department page of our web site, <http://proc.greaterdaytonrta.org/>. Please continue checking the web site for any updates or addenda. If you have received this RFQ package via email all addenda will also be sent to you by the same method. However, if you accessed this quote package from our web site, we may not have you in our database. Please send contact information to [joliver@greaterdaytonrta.org](mailto:joliver@greaterdaytonrta.org) to be added to the bid list.

If you have any questions relating to this solicitation, please contact me at (937) 425-8315 or email me at [rbaughn@greaterdaytonrta.org](mailto:rbaughn@greaterdaytonrta.org).

Sincerely,

Ryne Baughn

Ryne Baughn  
Purchasing Agent

Greater Dayton Regional Transit Authority

4 S. Main Street Dayton, OH 45402 • 937-425-8400 P • 937-425-8416 F • [www.iniderta.org](http://www.iniderta.org)



## GREATER DAYTON REGIONAL TRANSIT AUTHORITY

### SCOPE OF WORK

1. The Greater Dayton Regional Transit Authority (RTA) is soliciting quotes for the purchase of office supplies. Items included in this contract are the supplies listed on the quote form (core list) and other miscellaneous office supplies procured by RTA including, but not limited to general office supplies, break room supplies, toners and inks, business machines/technology items, and dated goods such as appointment books and calendars. **JANITORIAL PAPER PRODUCTS, FURNITURE, BOOKCASES, FILE CABINETS, AND PRINTING/COPYING SERVICES ARE EXCLUDED FROM THIS CONTRACT.**
2. **USAGE REPORT:** RTA's usage report of purchases made from the current office supply contract for the period dated 4/27/18 – 3/12/19 is attached separately to this document. The total spent for this previous period was **approximately \$65,000**. This information is given as guidance only, and no minimum amounts are guaranteed or implied. RTA's budget for office supplies for the one-year period is not to exceed \$100,000.
3. **Basis of Quoting:** Each quoter shall quote fixed prices for a one-year period on the individual items as listed on the Core List quote form, plus a fixed "percent off" discount from their public web price in accordance with this quote document. When quoting on the individual items on the quote form, please ensure that the prices quoted reflect all discounts and that the units of issue are included on the quote form (Ex: Each, Case, 3/Pk, etc. Quoters must also indicate their product code number for each item on the quote form.
4. For office supplies other than those identified in the core list on the quote form, quoters shall state the web site from which RTA shall order and the percentage of discount off public web price offered. RTA requires a customized web site that will reflect public web price, as well as RTA's discounted price for each item.
5. **PRICES:** The unit prices and discounts quoted shall remain firm for the entire contract period.
6. **Quoters shall indicate web address of public web site.**
7. Successful Contractor must supply published catalogs upon request at no additional charge to RTA.
8. Product codes have been included for each item on the core list for the sole reason of aiding in identification of type of product. In all cases, consider the term "or equal" to follow. Product codes are not intended to limit competition among manufacturers of substantially equivalent items.
9. Office supplies shall be ordered through the Contractor's online web site. All orders shall display quantity, unit of measure, description, part number, public web price, RTA price, total price, blanket purchase order number and release number, RTA account number to be charged, user name, and ship to address.
10. **When an online search is conducted for an item, search results should clearly indicate RTA's core list item(s) as the preferred choice, if applicable.**

11. **Indicate if you can construct a “Favorites List” of all RTA core list items that would be accessible to all RTA users. Also, provide details on if/how we can restrict users from ordering like items not on the core list.**
12. All orders will be placed by a designated employee from each RTA user department; however, one RTA procurement representative will be designated as the “Super User” with the authority to add, delete, and edit users and administer permissions.
13. **DELIVERY:** Next business day delivery is desired; however, delivery shall be made no later than three (3) business days after receipt of order or verbal notification.
14. **Backorders:** Backorders will generally be allowed, subject to the ordering department’s approval. Backorders must be held to a minimum. It is desired that backordered items be delivered within ten (10) calendar days of original order. **Order web site must notify users at the time of order of out of stock or backordered items.**
15. **Substitutions:** **Ordered items should not be substituted, as a general rule.** In cases where a product or brand is discontinued or not readily available, substitutions may be allowed. Substitutions must be equivalent or better than the item originally ordered. **Core list item substitutions must be sold at the unit price bid.** Substitutions shall be accepted only at RTA’s discretion. If the substitution is determined by RTA as not equal to the original item ordered, it shall be returned to Vendor at no cost to RTA.
16. **SHIPPING COSTS:** All products shall be shipped to the Greater Dayton Regional Transit Authority (RTA), FOB Destination. The cost of shipping will be incurred by the successful contractor. If any non-stock, oversized or heavy items contain a special handling fee, RTA must be notified at the time of purchase.
17. Each order shall be packaged individually and delivered to the RTA facility indicated on the order. At the present time, deliveries are made to the following RTA facilities:

Greater Dayton Regional Transit Authority  
 Attn: Receiving  
 600 Longworth Street  
 Dayton, OH 45402

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

Greater Dayton Regional Transit Authority  
 705 Longworth Street  
 Dayton, OH 45402

No deliveries are “desktop”; however, there is no loading dock or shipping and receiving area at Wright Stop Plaza. Deliveries made to Wright Stop Plaza need to be taken to the Receptionist in the front lobby. **Large or heavy deliveries, such as cases of paper, are to be delivered to the department/floor that placed the order. A hand truck will be needed.**

18. All deliveries shall be accompanied by a packing slip. Each packing slip shall state, at a minimum, the following:

- The RTA purchase order number and release number
- Name of employee to whom the package is to be delivered.
- Item part number, description, and quantity delivered.
- Back order status

**19. Contractor shall submit separate itemized invoices for each order, referencing the Purchase Order Release Number.**

20. Reports: Contractor or RTA, through Contractor's web site, must be capable of generating usage reports (year to date and by selected date range) based on the following minimum report criteria:

- Item Number
- Wholesaler Product Code
- Product Description
- Unit of Measure
- Times Sold
- Quantity Ordered
- Unit Price
- Extended Price
- Total Expenditures
- Contract (Core List) or Non-Contract Item

Reports must be provided in Excel Format in "unprotected status", permitting sorting/editing by RTA.

21. Designated Contact: The Contractor shall appoint a person to act as a primary contact for all RTA departments. This person and a back-up inside customer service representative shall be knowledgeable of the contract terms and procedures involved.

22. Return of Goods: Provide your firm's returned goods policy with your quote.

23. Minimum Order: No minimum amount per order for delivery will be accepted.

24. Store Purchasing Cards: If Vendor has a physical store(s) in the Dayton area, store purchasing cards are to be issued to selected RTA employees upon submission of an application. The card shall not be a credit card. The card is an identification card only allowing purchases at Vendor's retail store(s) to be made at the contract pricing established. The accepted form(s) of payment made through the use of the card shall include account billing and other types of payment (cash, check, credit card or P-card). Purchases made at retail stores must be included in usage reports. It is not a requirement to have a physical store in the Dayton area in order for your quote to be considered.

25. Equipment: Business machines, technological equipment, technological supplies and accessories may be purchased from this contract if no single item exceeds \$500.00 (invoice amount, not catalog list).

26. Receipt of Goods: It is the responsibility of the user department to inspect the goods delivered to ensure they conform to their order. If the items do not conform to the specified order, the item(s) will be returned to the Contractor. Contractor must pick up said item(s) within 5

working days' notice of receipt by RTA of unsatisfactory products. Items to be returned will be in new condition, in original packaging, when available.

## **SPECIAL CONDITIONS**

**BASIS OF AWARD:** Determination of low quote on core list items (itemized on quote form) will be based on a representative sampling of core list items predetermined by RTA.

Determination of low quote for items not specifically listed on the quote form (non-core list items) shall be figured by applying the discount offered to a representative sample of items predetermined by RTA.

The award of this order is based on the lowest total cost quote, as described above, by a responsive and responsible quoter as determined by the Greater Dayton Regional Transit Authority (RTA). The order will be awarded to one (1) vendor.

**CONTRACT PERIOD:** The contract period shall be for a one-year period effective upon notification of award and issuance of blanket purchase order. Contract is scheduled to commence on or about April 27, 2019.

**QUANTITIES:** A report indicating quantities purchased during the previous contract has been included for informational purposes only. This is not an indication of the items or quantities that may or may not be ordered during the contract period. All quantities shown are estimated. There is no guarantee of minimum or maximum quantities to be purchased during the contract period.

**WARRANTY:** Standard manufacturer's warranty shall be provided for all office supply purchases.

**APPROVED EQUALS:** Where brand names or specific items or processes are used in the specifications, consider the term "or equal" to follow.

**REQUESTS FOR CLARIFICATION:** Questions concerning this procurement must be submitted in writing by email to [rbaughn@greaterdaytonrta.org](mailto:rbaughn@greaterdaytonrta.org) no later than March 27, 2019. Responses that are of material importance will be issued in addenda form and sent to all quoters of record and posted on the RTA Procurement web site.

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

In order to receive the AAA approval email, vendor must first log onto the City of Dayton's vendor certification portal, CityBOTS ([www.citybots.com](http://www.citybots.com)), and complete the online AAA form. To obtain CityBOTS login credentials, vendor must go to [www.citybots.com](http://www.citybots.com), click the "Request Login" button, and follow the instructions. (If vendor's Tax ID number does not exist in the City of

Dayton's CityBOTS database, they will need to contact the HRC's Business & Technical Assistance team at [bta@daytonohio.gov](mailto:bta@daytonohio.gov) or (937) 333-1403 to set up a CityBOTS account.)

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

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

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

**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.

**NATIONAL JOINT POWERS ALLIANCE & U.S. COMMUNITIES:** RTA cannot utilize the NJPA, U.S. Communities contracts, or similar, as they do not include the required state and federal clauses required by the Federal Transit Administration (FTA).

ALL DETAILS OF THE QUOTE, INCLUDING TERMS AND CONDITIONS, SHALL BE SETTLED BEFORE THE QUOTE OPENING DATE. QUOTERS SHOULD BE AWARE THAT THE FEDERAL THIRD PARTY CONTRACTING CLAUSES & SUBMITTALS REFERENCED ON PAGES 9 - 10 ARE REQUIRED. EXCEPTIONS MADE AT THE TIME OF YOUR QUOTE MAY RENDER THE QUOTE NON-RESPONSIVE.

#### **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) web site at <a href="http://proc.greaterdaytonrta.org/">http://proc.greaterdaytonrta.org/</a> . On the left of the screen under “Resources” click on <i>RFQ Small Purchase Clauses &amp; 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.
√		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
N/A		Cargo Preference – Use of United State Flag Vessels
N/A		Fly America
N/A		Davis-Bacon Act
N/A		Copeland Anti-Kickback
N/A		Transit Employee Protective Provisions

N/A		Drug and Alcohol Rules
N/A		Patents – Copyrights – Trademarks
√		Energy Conservation
√		Recycled Products
√		Certification of Contractor Regarding Debarment, Suspension, and other Ineligibility and Voluntary Exclusion Form (return w/quote)
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

NAME: \_\_\_\_\_

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 Prosper: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Signature of Authorized Official: \_\_\_\_\_

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

Telephone: \_\_\_\_\_ Date: \_\_\_\_\_

**GREATER DAYTON REGIONAL TRANSIT AUTHORITY  
RFQ 19-05 OFFICE SUPPLIES  
QUOTE FORM**

RTA desires firm unit pricing for all core list items on the quote form and a firm % discount off list for all product categories for items not listed on the core list of items.

**See separate Core List Quote Form attached.**

Quoters must submit a copy of their completed Core List quote form on a memory stick or electronically, in “unprotected status” to [rbaughn@greaterdaytonrta.org](mailto:rbaughn@greaterdaytonrta.org) at the time their quote is submitted.

**NON-CORE LIST ITEMS**

Category	% Discount from Public Web Site
General Office Supplies	
Ink/Toner	
Paper	
Office Machines, Printers, Multi-function Machines, Fax Machines	
Balance of Catalog	
Non-Stock Items that must be sourced	

**BASIS OF AWARD:** Determination of low quote on core list items (itemized on quote form) will be based on a representative sampling of core list items predetermined by RTA.

Determination of low quote for items not specifically listed on the quote form (non-core list items) shall be figured by applying the discount offered to a representative sample of items pre-determined by RTA.

The award of this order is based on the lowest total cost quote, as described above, by a responsive and responsible quoter as determined by the Greater Dayton Regional Transit Authority (RTA). The order will be awarded to one (1) vendor.

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Name of Individual, Partner or Corporation

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Address City, State and Zip Code

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Telephone Number Fax Number E-Mail

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Authorized Signature Title Date

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Authorized Name Printed