

September 5, 2019

TO: Prospective Quoters

RE: Request for Quotation (RFQ)
E-Scooter Services

The Greater Dayton Regional Transit Authority (RTA) is interested in obtaining quotes for E-Scooter Services (Pick Up, Charging and Deployment Services). Your firm is invited to submit a quote.

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.

In order to be considered, please ensure that your quote is received by the undersigned no later than **September 19, 2019 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. Quotes may also be faxed to the undersigned at (937) 425-8410 or emailed to twiesman@greaterdaytonrta.org.

The successful quoters will be offered an 8-month contract, effective on or about October 22, 2019. 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.

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.

Greater Dayton Regional Transit Authority

4 S. Main Street Dayton, OH 45402 • 937-425-8400 P • 937-425-8416 F • www.iniderta.org



A quote may be withdrawn by personal, written, or telegraphic request received from the bidder prior to the scheduled opening date. No quote may be withdrawn for a period of 60 days after the opening date.

Please Note: This RFQ 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 have received this RFQ via email, all addenda will also be sent to you by the same method. However, if you accessed this RFQ from our website, we may not have you in our database. In order to ensure that you receive all updates and addenda, please contact JoAnn Turner by phone at 937/425-8313 or email at jturner@greaterdaytonrta.org to be added to our database.

If you have any questions relating to this solicitation, please contact me at (937) 425-8312 or by email at twiesman@greaterdaytonrta.org.

Sincerely,

Tamea Wiesman

Tamea Wiesman
Sr. Purchasing Agent

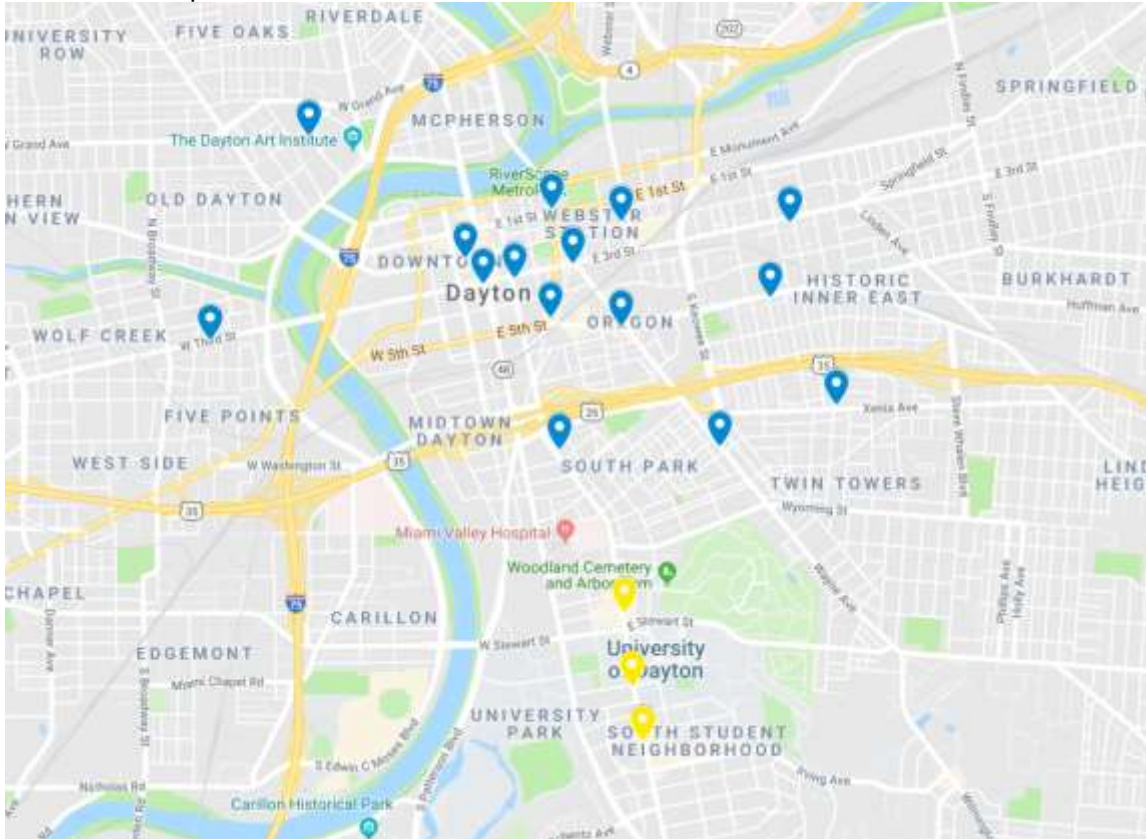
Attachment

SCOPE OF WORK

E-Scooter Pick Up, Charging and Deployment Services

1. OVERVIEW.

The RTA and the Vendor agree in accordance with the Scope of Work below. The Services described herein shall take place in the service area outlined below:



2. TERM.

The Term of this contract shall be from October 22, 2019 to May 21, 2020 (the “Term”).

3. DEFINITIONS.

“**Deployable Scooter**” shall mean any scooter that is located within service area at 9PM local time on any Operating Day, and upon pick-up by Vendor is deemed to not be a Broken Scooter or a Scrap Scooter and thus, available to be deployed for use by Users on the next Operating Day.

“**Deployed Scooter**” shall mean any scooter, up to 250 that is deployed before 7AM on an Operating Day.

“**Operating Day**” shall mean any day with acceptable scooter-riding conditions as determined by the RTA in his or her sole discretion via email by 9PM local time on the prior day.

4. VENDOR REPRESENTATIONS.

4.1. As a condition of entering into an contract with RTA, and as long as Vendor is performing the services hereunder, Vendor represents and warrants to the following:

4.1.1.Age and License. Each of Vendor's employees or contractors providing the services is at least eighteen (18) years of age and has held a valid driver's license for at least two (2) consecutive years, and has the appropriate level of certification necessary or advisable within the Market to operate any vehicle used by such employee or contractor to perform the services.

4.1.2.Driving Record. Each of Vendor's employees and contractors who are required to operate a motor vehicle of any kind in connection with providing the services has a safe driving record.

4.1.3.Equipment. Vendor maintains at its own expense all equipment it deems necessary in its reasonable discretion to perform the services. To the extent that Vendor uses its own equipment in connection with the services, Vendor certifies that such equipment meets all industry and regulatory standards and will be in good working condition and is fit for the purpose for which it is intended to be used, and Vendor shall be fully responsible and liable for such equipment.

4.1.4.No Tampering With Scooters or Other RTA and Spin Property. Except as explicitly provided in the agreement, Vendor agrees that it shall not, under any circumstances, undertake any repair, service, alter or otherwise make any modification to any scooters, any electric charging equipment, whether or not the equipment is the property of RTA and Spin, or any other equipment required in connection with the Services. Vendor agrees to indemnify RTA and Spin for any violation of this agreement, including but not limited to any damages to third parties, including Users, as a result of such violation.

4.1.5.Vendor acknowledges that it may be subject to periodic background and motor vehicle report checks, subject to applicable law, and may be required to supply proof of license, equipment or insurance upon request so that RTA can verify that Vendor continues to satisfy the eligibility requirements set forth herein.

4.1.6.Vendor acknowledges that the performance of the services requires the use of Spin's proprietary mobile application referred to as the Spin Team App (the "Spin App"), and that if Vendor cannot access or utilize the Spin App, Vendor will not be able to perform the services. This includes the Vendor supplying their own Android (5.0 or newer) or Apple (iOS 9.0 or newer) cellular phone devices with GPS functionality.

4.1.7.RTA is not responsible for the purchase, use or maintenance charges of any activities related to this contract.

5. SERVICES.

5.1. On every Operating Day, the Vendor shall:

5.1.1.Deploy 100% of Deployable Scooters at deployment areas identified on the Spin Platform before 7AM local time.

5.1.2.Each Deployed Scooter must have at least 90% battery level when deployed.

5.1.3. Each Deployed Scooter must be checked by Vendor to ensure compliance with Spin's safety standards, in accordance with Spin's standard operating procedure, prior to being deployed on any Operating Day. Vendor shall notify RTA at the end of each Operating Day, any scooters not in compliance with Spin's safety standards outlined here: <https://www.spin.app/safety>.

5.1.4. Vendor shall notify RTA at the end of each Operating Day of any missing/lost scooters.

5.1.5. Use an electronic platform designated by Spin to locate all Deployed Scooters for pick up. Collect all Deployed Scooters located within the service area beginning at 9PM local time every Operating Day and return all Deployed Scooters back into the mutually agreeable locations of 4 S Main Street and 32 S Main Street Dayton, Ohio 45402 by 11PM and begin charging scooters, prior to securing the facility.

6. FEES AND PAYMENT FOR SERVICES.

6.1. RTA agrees to pay a daily rate to the selected Vendor for each Operating Day, which will be divided into 8 monthly payments, over the Term of this contract. Each month during the Term, the Vendor will invoice the RTA for the full dollar amount associated with this contract. Payment is due within thirty (30) days of invoice date.

7. INSURANCE.

7.1. Vendor maintains, at its own expense, insurance of the types and in the amounts specified below:

7.1.1. Vendor will maintain \$1,000,000 per accident in commercial automobile liability insurance for every vehicle used to perform the Services. Vendor will also carry \$1,000,000 per occurrence in commercial general liability insurance. Such insurance must provide insurance coverage for all activities arising in connection with the Services and must satisfy all applicable state and local insurance requirements. Spin and the RTA shall be named as an additional insured on these policies.

7.1.2. Commercial General Liability insurance including, but not limited to, blanket contractual coverage for bodily injury (including death), personal injury and property damage with limits of not less than three million dollars (\$3,000,000) per occurrence. The Commercial General Liability insurance will be endorsed to cover all garage / repair activities for Services performed.

7.1.3. Vendor will maintain workers' compensation insurance covering any persons required to be covered by Vendor performing the Services hereunder, provided that occupational accident insurance may be maintained in lieu of workers' compensation insurance to the extent permitted by law.

7.1.4. Vendor will maintain adequate and sufficient property and fire insurance, including commercial property, homeowners' insurance and/or renters' insurance as applicable, on any location where Vendor is charging any scooters in connection with this contract.

7.1.5. Prior to performing the Services, Vendor agrees to provide proof of the insurance coverage as specified herein. Vendor further agrees to provide updated proof of insurance each time it renews or alters such insurance coverage. Vendor must provide RTA written notice at least thirty (30) days prior to the cancellation of any insurance policy specified herein.

7.1.6. Vendor will notify RTA immediately in the event that any of the foregoing representations and warranties is no longer true.

7.2. In the event that any of the foregoing representations and warranties ceases to be true ("Ineligibility"), RTA may immediately suspend this contract and Vendor's access to the Spin App and/or Platform until such Ineligibility is cured. RTA may terminate this contract if such Ineligibility is not cured within fourteen (14) days of receiving notice of such Ineligibility or if such Ineligibility is not capable of cure.

8. LIABILITY AND INDEMNIFICATION

The Vendor expressly acknowledges and agrees to indemnify and hold harmless the RTA and its authorized agents, representatives, and employees from all liability, claims, lawsuits, demands, damages, charges, actions, causes of action, costs, and expenses arising out of or connected in any way to the RTA's provision of services pursuant to this contract, including but not limited to any accident, damage or injury to persons or property which occurs in connection with the provision of scooter charging and delivery services described within this contract.

9. TERMINATION.

Any party may terminate this contract for any reason after thirty (30) days' advance written notice to the other party during the Term of the contract. In the event of termination, the RTA agrees to pay for services provided by the Vendor until the date of termination.

SPECIAL CONDITIONS

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

BASIS OF AWARD: Award will be based on the lowest quote received from responsive and responsible bidders as determined by the RTA.

DURATION OF CONTRACT: The duration of the agreement shall be for a period of eight months.

AFFIRMATIVE ACTION ASSURANCE PLAN (IN EXCESS OF \$10,000): All firms will be required to comply with all Equal Employment Opportunity laws and regulations and file with RTA's DBE Officer, if requested, an Affirmative Action Assurance Plan, consistent with RTA's non-discriminatory policy, subject to RTA approval.

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

In order to receive the AAA approval email, vendor must first log onto the City of Dayton's vendor certification portal, CityBOTS (www.citybots.com), 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 quote due date, vendor is to write "Application Pending" on the Summary of Requirements page, for "Affirmative Action Assurance (AAA) Certification". A copy of the approval email must be received within five (5) business days after the bid due 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 bidder upon request.

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
	_____	Davis-Bacon Act
	_____	Copeland Anti-Kickback

√		Transit Employee Protective Provisions
√		Drug and Alcohol Rules
		Patents – Copyrights – Trademarks
√		Energy Conservation
		Recycled Products
√		Certification of Contractor Regarding Debarment, Suspension, and other Ineligibility and Voluntary Exclusion Form (IN EXCESS OF \$25,000)
√		Certification of Lower-Tier Participants (Subcontractors) regarding Debarment, Suspension, and other Ineligibility and Voluntary Exclusion Form (IN EXCESS OF \$25,000)
		Affidavit of Contractor or Subcontractors – Prevailing Wages
√		Affirmative Action Assurance (AAA) Certification (IN EXCESS OF \$10,000)

SIGNATURE: _____

NAME PRINTED: _____

TITLE: _____

COMPANY: _____

EMAIL: _____

DATE: _____

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: _____

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.**

GREATER DAYTON REGIONAL TRANSIT AUTHORITY

QUOTE FORM

<i>Description</i>	<i>Daily Rate</i>	<i>Divided into 8 Monthly Payments of:</i>
E-Scooter Pick Up, Charging and Deployment		

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