



September 25, 2019

TO: Prospective Quoters

RE: Request for Quotation (RFQ) 19-17
Purchase of Forklifts (Low Quote)

The Greater Dayton Regional Transit Authority (RTA) is interested in obtaining quotes for Purchase of Forklifts. 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 October 21, 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 TempAcct@greaterdaytonrta.org.

The successful quoters will be offered a Purchase order, effective on or about October 30, 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 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A quote may be withdrawn by personal, written, or telegraphic request received from the bidder prior to the scheduled opening date. No quote may be withdrawn for a period of 60 days after the opening date.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: If you have received this RFQ via e-mail, 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 email at jturner@greaterdaytonrta.org to be added to our database.

If you have any questions relating to this solicitation, please contact Pete Copeland at (937) 425-8315 or by email at TempAcct@greaterdaytonrta.org.

Sincerely,

Pete Copeland

Pete Copeland
Purchasing Agent

Attachment

SPECIFICATIONS

Forklift - 4,000 lbs. capacity

Forklift - 8,000 lbs. capacity

See attached specification sheet for details.

SPECIAL CONDITIONS

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

(Aggregate Awards)

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

SHIPPING: All products ordered will be shipped FOB Destination. All shipping costs incurred will be at the successful bidder's expense.

WARRANTY: A standard manufacturer's warranty shall be provided.

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 2:00 p.m. on 9/30/19**. 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.

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 e-mail 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 e-mail from the City of Dayton's HRC may be cause for rejection of the quote.

In order to receive the AAA approval e-mail, 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 e-mail explaining the status of their AAA certification.

If an approval e-mail 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 e-mail 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.

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

TERMINATION OF ORDER FOR CAUSE (IN EXCESS OF \$10,000): 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 (IN EXCESS OF \$10,000): 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 therefore 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.

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.

GREATER DAYTON REGIONAL TRANSIT AUTHORITY

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SUPPLIERS AND 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. Worker's Compensation and Employer's Liability Insurance. Vendor must carry Worker's Compensation Insurance (including occupational disease) in compliance with Worker's Compensation statutes of any applicable jurisdiction in which the Work is to be performed. For the attainment of Worker's 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 worker's compensation bureau or board must be provided with the certificate of insurance.

Vendor must also carry Employer's Liability Insurance with minimum limits of \$500,000 each accident; \$500,000 for disease (per employee); and \$500,000 for disease (policy limit). This policy must include Ohio "Stop Gap" coverage.

2. Commercial General Liability Insurance. Vendor must carry Commercial General Liability Insurance written on ISO form CG 00 01 10 01 (or its equivalent) with limits of \$1,000,000 per occurrence and \$2,000,000 in the aggregate. RTA (including its directors, officers, employees, and volunteers) must be named as an additional insured on the CGL for liability arising out of the acts or omissions of the Vendor, including coverage for liability arising out of products and completed operations. The coverage afforded to RTA shall be primary to any other insurance carried by the RTA, and the RTA's coverage shall not contribute to any loss made pursuant to this coverage grant. Commercial General Liability coverage (including RTA's status as additional insured) shall be maintained for at least two years after completion of Contractor's work performed under this contract.

3. Commercial Auto Liability Insurance. Vendor shall carry Commercial Automobile Liability Insurance covering all owned, leased, and non-owned vehicles used in connection with the work to be performed under this contract, with limits of not less than \$1,000,000 combined single limit per accident for bodily injury and property damage. RTA shall be afforded coverage under this policy for any liability arising out of the acts or omissions of Vendor.

4. Excess/Umbrella Insurance. Vendor shall carry Commercial Excess or Umbrella Liability Insurance over the Commercial General Liability, Employer's Liability, and Commercial Automobile Liability policies in the amount of \$1,000,000 combined single limit.

The Excess/Umbrella policy is subject to all requirements of the underlying policies as set forth herein.

5. Pollution Liability Insurance. If the Work under this Contract includes the transportation of hazardous substances (including but not limited to fuel and oil) to, from, or about RTA's premises, and/or the disposal of such substances at a waste disposal site, Vendor shall purchase and maintain pollution liability coverage of at least \$1,000,000 per occurrence. This policy shall cover property damage, bodily injury, and cleanup/pollution remediation costs caused by a pollution event and otherwise excluded under Vendor's Commercial General Liability or Commercial Automobile Liability policy. RTA shall be afforded protection under this policy as an additional insured, including coverage for claims arising out of Vendor's products and completed operations.

6. Aircraft/Watercraft Liability Insurance. If the Vendor is using aircraft or watercraft in performance of the Work under this contract, Vendor shall disclose this to RTA prior to contract execution. Vendor shall carry aircraft and/or watercraft liability insurance, including coverage for non-owned and hired craft, and RTA shall determine the appropriate limits which must be carried by Vendor.

7. Fidelity Bond/Crime. If Vendor or its employees will be on the premises of RTA in connection with performance of the Work under this contract, Vendor shall carry no less than \$100,000 in Third Party Crime Coverage for the benefit of the RTA in the event of theft or other intentional harm to RTA's property by Vendor's employees.

8. Requirements common to all policies.

a. Vendor shall be solely responsible for reimbursing any deductible amount to the insurer, even if payment is being made on behalf of RTA as an additional insured on Vendor's policy. Any deductibles or self-insured retentions in excess of \$5,000 must be disclosed and approved in writing by RTA.

b. Vendor waives all rights of recovery it may otherwise have against RTA including its directors, officers, employees, and volunteers to the extent these damages are covered by any of Vendor's insurance policies as required in this contract.

c. All insurance required hereunder shall be placed with insurers that have a minimum A.M. Best's rating of A-/X and shall be licensed, admitted insurers authorized to do business in the state of Ohio.

d. A certificate(s) of insurance showing that Vendor's insurance coverages are in compliance with the insurance requirements set forth below must be completed by the Vendor's insurance agent, broker, or insurance company after the contract has been awarded. All certificates (other than Ohio worker's 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.

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.
X	_____	Quote Form
X	_____	Summary of Quote Requirements
X	_____	No Obligation by Federal Government
X	_____	Program Fraud and False or Fraudulent Statements or Related Acts
X	_____	Audit and Inspection of Records
X	_____	Federal Requirement Changes
X	_____	Nondiscrimination (EEO)
X	_____	Title VI, Civil Rights Act of 1964, Compliance
X	_____	Americans with Disabilities Act (ADA)
X	_____	Termination of Contract for Default (In excess of \$10,000)
X	_____	Termination for Convenience of the RTA
X	_____	Disadvantaged Business Enterprise Participation
X	_____	Incorporation of Federal Transit Administration (FTA) Terms
X	_____	Debarment and Suspension (In excess of \$25,000)
N/A	_____	Cargo Preference – Use of United State Flag Vessels
N/A	_____	Fly America
X	_____	Davis-Bacon Act
X	_____	Copeland Anti-Kickback

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

Item No.	Qty.	Description	Total Amount
1.	1	Forklift; 4,000 lbs. capacity *	\$
2.	1	Forklift; 8,000 lbs. capacity *	\$

*All proposals should include setup, training for at least 4 staff end-users, service manuals, parts manuals, and maintenance schedules.

Delivery Schedule Commitment: _____

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