

October 07, 2020

TO: Prospective Quoters

RE: Request for Quotation (RFQ)
MISC. SUPPORT PARTS (Low Quote)

The Greater Dayton Regional Transit Authority (RTA) is interested in obtaining quotes for MISC. SUPPORT PARTS. 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 November 05, 2020 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 ameade@greaterdaytonrta.org .

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A quote may be withdrawn by personal, written, or telegraphic request received from the bidder prior to the scheduled opening date. No quote may be withdrawn for a period of 60 days after the opening date.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: 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) 425-8315 or by email at ameade@greaterdaytonrta.org.

Sincerely,

Angela Meade

Angela Meade
PURCHASING AGENT

Attachment

SPECIFICATIONS

PLEASE SEE QUOTE FORM FOR ITEMS AND QUANTITIES

SPECIAL CONDITIONS
(Select applicable clauses-modify as necessary)

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.

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.

DELIVERY: Delivery will be made within **fourteen (14) calendar days** after receipt of order or verbal notification. 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.

DELINQUENT DELIVERY: If the successful bidder 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.

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 for _____.

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 P.M. on NOVEMBER 14, 2020**. 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 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.

PAYMENT TERMS: Payments will be net 30 days after receipt of an invoice. Payment for services 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.

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.

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.

ACCESS: The Contractor should be aware that RTA is a constantly operating organization, with activity 24 hours a day, seven days a week.

It is the intention of the RTA to protect RTA employees, customers and property from harm and to reduce RTA's liability exposure limits regarding safety and environmental infractions.

RTA has retained the services of security guards who will grant access to gated areas at the Longworth Campus. Successful vendor will be provided the phone number to the RTA security office so that driver may call just prior to arrival so as not to slow his route schedule. Driver should not assume that if a gate is secure, he does not have ample access.

INSERT INSURANCE INSTRUCTIONS (IF APPLICABLE)

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: _____

(Applicable if total procurement ≥ \$25,000)

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: _____
Printed Name: _____
Title of Official: _____
Telephone: _____ Date: _____

(Applicable if total procurement ≥ \$25,000)

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.**

(Applicable to Construction projects > \$2,000)

The Greater Dayton Regional Transit Authority

AFFIDAVIT OF CONTRACTOR OR SUBCONTRACTORS - PREVAILING WAGES

**(THIS AFFIDAVIT TO BE COMPLETED BY THE SUCCESSFUL CONTRACTOR
AFTER NOTIFICATION OF AWARD HAS BEEN RECEIVED)**

I, _____,
(Name of person signing affidavit and title)

of the _____,
(Company's Name), do hereby certify that the

wages paid to all employees for the full number of hours worked in connection with the

Legal

Notice No. _____, titled _____

during the following period from _____ to _____ is in accordance

with the prevailing wage prescribed by the contract document. I further certify that no

rebates or deductions for any wages due any person have been directly or indirectly

made other than those provided by law.

(Signature of Officer or Agent)

Sworn to and subscribed in my presence this _____ day of _____, 20_____.

(Notary Public)

My commission
expires: _____

(SEAL)

The above affidavit must be executed and sworn to by an officer or agent or the Contractor or Subcontractor who supervises the payment of employees, before the Owner will release the surety and/or make a final payment due under the terms of the Contract.

GREATER DAYTON REGIONAL TRANSIT AUTHORITY

QUOTE FORM

DESCRIPTION	UNIT	ITEM NO	UNIT COST	TOTAL QTY	TOTAL COST	DELIVERY (DAYS)
1/2" BOLT, 4", ROLLED THREAD, GALVANIZED, INC. NUT	EA.	J8704, DTEM010808		264		
ANGLE SIDE TIE, C-NECK TYPE	EA.	TTC-1105		162		
BOLT, 1/2" X 10", GALVANIZED	EA.	J8710, 8710		75		
BOLT, 1/2" X 6", GALVANIZED	EA.	J8706, 8706		2		
BOLT, 5/8" X 10", GALVANIZED	EA.	J8810, 8810		14		
BOLT, 5/8" X 12", GALVANIZED	EA.	J8812, 8812		47		
BOLT, 5/8" X 18" DOUBLE ARMING, GALVANIZED	EA.	J8868, 8868		45		
BOLT, 5/8" X 6", GALVANIZED	EA.	J8806, 8806		1		
BRACE, CROSSARM, ALLEY ARM, 5'	EA.	6979		15		
BRACE, CROSSARM, FLAT 7/32"x1 7/32"x1'-8"	EA.	J7128, 7128		94		
BULL RING, 3"	EA.	FRR58-3		36		
BULL RING, 4"	EA.	FRR78-4		1		
CARRIAGE BOLT, 3/8" x 4 1/2", GALVANIZED	EA.	J8634, 863412		94		
CLAMP, DEAD END, .25" TO .73"	EA.	DEF-37-N, SDE-73F		50		
CLAMP, GUY	EA.	J930, 6450		10		
CLAMP, STRAIGHTLINE MESSENGER, 1000MCM	EA.	DEF-45-N, 87682-2000, 876822000		28		
CLEVIS & PIN	EA.	J469, 469		13		
CLAMP CROSBY ONLY !!!!!	EA.	CLAMPS-3/8, CR1010097-G450		722		
DEAD END	EA.	GDE-1107		327		
DEADEND INSULATOR	EA.	84300		28		
EYENUT, 5/8", GALVANIZED	EA.	J1092, 6502		220		
FIBERGLASS CROSSARM, BUCK ARM 5'	EA.	PW05LD0402E		8		
H-TAP, 1000KCMIL	EA.	63170, 7862100631270		13		
INSULATOR	EA.	J101, DE4S5		13		
INSULATOR STUD	EA.	J203, 881		162		
LUG COMPRESSION T&B ONLY !!!!!	EA.	60284, YA44A3		2		
PARALLEL CLAMP	EA.	PAE-9941-9		24		
PEAR SHAPED LINK	EA.	1013931, G-341		61		
PINCAP INSULATOR	EA.	253-S		162		

SHACKLE -- .5"	EA.	J2742, 5801		16		
SLEEVE	EA.	J9419, 6454		367		
SQUARE NUT -- 5/8"	EA.	55084P		42		
SQUARE WASHER -- 1/2" DIA.	EA.	J1073, 6811		152		
SQUARE WASHER -- 5/8" DIA.	EA.	J1075, 6813		468		
STRAIN INSULATOR, CLEVIS W/ROLLER, 12"	EA.	GCC21-12R		310		
STRAIN INSULATOR, CLEVIS/EYE, 20"	EA.	GCTE21-12R		28		
TYPE M3 HOOKSTICK DISCONNECT SWITCH	EA.	PBO-1-8.3-1200		1		
WOOD PLANK -- 3"x4"x5'-0"	EA.	OL-1		78		
8 FT EXTENDED LENGTH CROSSARM	EA.	OL-3		10		
POLE BAND 6"	EA.	6366, PS6366		50		
POLE BAND 7"	EA.	6367, PS6367		131		
POLE BAND 8"	EA.	6368, PS6368		22		
POLE BAND LOOP 9"	EA.	B86-Y379, B86- Y379G		30		
POLE BAND LOOP 10"	EA.	B86-Y380, B86- Y380G		31		

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