

September 7, 2021

TO: Prospective Proposers

RE: REQUEST FOR QUOTATION (RFQ) GD 21-18
Vendor Managed Inventory of First Aid Cabinets, Eye Wash Stations and Maintenance of AED devices

The Greater Dayton Regional Transit Authority (RTA) is seeking to obtain proposals from firms interested in providing services for Vendor Managed Inventory of First Aid Cabinets, Eye Wash Stations and Maintenance of AED devices. Your firm is invited to submit a proposal.

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, quotes are to be received by the undersigned no later than **10/7/2021 at 2:00 p.m.** Please electronically submit:

- One (1) Pdf of Quote (includes all forms requested)
- One (1) Excel Price Form – Attachment 2

Please email to e-procurement@greaterdaytonrta.org

Subject line should state: RFQ Submission GD 21-18 Vendor Managed Inventory of First Aid Cabinets, Eye Wash Stations and Maintenance of AED devices

The successful offeror will be awarded a three (3) year contract, effective on or about November 1, 2021. The award will be based on the lowest quote received from a responsive and responsible offeror as determined by the RTA.

The successful offeror will receive a blanket purchase order in accordance with the terms of the 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 submitted. Award of the contract will be made to the offeror which, in the sole opinion of RTA Staff, best meets the needs of the Authority.

An offer may be withdrawn by personal, written, or telegraphic request received from the proposer prior to the scheduled opening date. No offer may be withdrawn for a period of 60 days after the opening date.

Please Note: This bid package 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 accessed this bid package from our website, we may not have you in our database. In order to ensure that you receive all updates and addenda, please go to <http://proc.greaterdaytonrta.org> - click on Vendor Registration (left side of page) and Email completed form to e-procurement@greaterdaytonrta.org

If you have any questions relating to this solicitation, please contact me at (937) 425-8311 or by email at rreed@greaterdaytonrta.org.

Sincerely,

Ruth Reed

Ruth Reed
Senior Purchasing Agent

Attachment

Greater Dayton Regional Transit Authority

SCOPE OF WORK

Vendor Managed Inventory of First Aid Cabinets, Eye Wash Stations and Maintenance of AED Devices

The purpose of this scope is to procure a highly qualified and experienced vendor to manage the inventory of RTA's Thirty-four (34) First Aid Cabinets as well as multiple Eye Wash Stations, service and maintain thirteen (13) AED devices, throughout RTA facilities, and provide fifty (50) Class A First Aid Kits for non-revenue vehicles in accordance with all regulatory requirements. **There will be No pre-bid meeting held for this contract.**

Service: 3-Year contract will be awarded

Service Schedule:

- First Aid Cabinets and Eye Wash (EW) Stations Inventory Refills (as needed).
 - Bi-Monthly
- AED Device Display Visual Inspection
 - Bi-Monthly
- AED Full Health Check including Pad & Battery Review
 - Bi-Annually
- Warranty and Product Re-Calls
 - As Needed Basis

Campus Addresses:

600 LONGWORTH CAMPUS FACILITIES

Name	Address
Building 600	600 Longworth Street
Building 601	601 Longworth Street
Building 901	901 S Ludlow Street

WSP CAMPUS FACILITY

Name	Address
Wright Stop Plaza (WSP)	4 South Main Street

TRANSIT CENTER HUBS

Name	Address
East Hub	1218 Falke Drive
South Hub	2730 Lyons Road
West Hub	122 Elmhurst
Northwest Hub	2075 Shiloh Springs Road

Location of First Aid Cabinets, EW Stations & AEDs: See Attachment 1

Pricing Form: See Attachment 2

- Items listed are a snap shot of usage over a couple of months and are for bidding purposes only.
- Service area is broken down into three (3) Campus locations
 - Wright Stop Plaza (WSP) Campus
 - 600 Longworth Campus (includes 600, 601, & 901 Bldgs)
 - Transit Center Hubs (East, South, West & NWest)

Reporting/Invoicing:

- Labels on outside of cabinets and AEDs must be dated for each visit.
- Provide an Itemized report of inventory refills and AED service to Project Manager (PM).
- All new item requests must be approved by the PM prior to adding to cabinets or delivered to campus service area. Items that are not approved first, will not be paid.
- Provide detailed invoices (electronically or paper copy) that indicate which First Aid Cabinet, EW Station or AED, at which location, received new product.

Please note that the contents of each First Aid Cabinet will be determined by the current items in each unit. The contents are subject to change at the discretion of RTA and its Project Manager (PM). All new item requests must be approved by the PM prior to adding to cabinets or delivered to a service area.

The awarded vendor will be required to maintain appropriate stocking levels to meet the needs of the RTA staff.

The contents of the cabinets must be comparable to Cintas, who is the current vendor, or an approved equal.

SPECIAL CONDITIONS

PROPOSAL SUBMISSION: All Proposals/Quotes shall be electronically submitted to (e-procurement@greaterdaytonrta.org) and shall be inclusive of the following:

- Proposal pdf
- Quote Pricing Form – Attachment 2 (Excel Format)
- Summary of Requirements (including all forms requiring signatures)
- Company Profile
- Reference List: A minimum of three (3) current references from similar projects and a brief description of work performed. Include contact's names, addresses, telephone numbers, and email addresses.

PRICE: The prices quoted shall be "FIRM" fixed price for the term of the contract.

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

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.

DURATION OF CONTRACT: The duration of the contract shall be for a period of three (3) years.

PAYMENT TERMS: Payment will be made within 30 days after submission of activity reports with proper invoices or vouchers. Payment for services shall not exceed the quoted price.

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(s) upon request.

WARRANTY: A standard manufacturer's warranty shall be provided for Hardware (if purchased or exchanged)

INDEMNIFICATIONS: 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, 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.

AFFIRMATIVE ACTION ASSURANCE (AAA) Certification (IN EXCESS OF \$10,000):

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 SUMMARY OF 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.

INSURANCE REQUIREMENTS

The Vendor shall maintain, at its own expense, throughout the period of the Contract and any extensions thereof the following minimum insurance coverage of the types and in the amounts described below that are applicable to the scope of work being performed.

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.

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.

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.

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.

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.

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 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.

FEDERAL THIRD PARTY CONTRACTING CLAUSES & REQUIRED SUBMITTALS

No Obligation by Federal Government

The Purchaser and contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party of this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

Program Fraud and False or Fraudulent Statements or Related Acts

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies, "49 C.F. R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S. C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

Audit and Inspection of Records

Contractor shall permit the authorized representatives of RTA, its member entities, the Ohio Auditor of State, the U.S. Department of Transportation, and the Comptroller General of the United States access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract, for the purpose of making audit, examination, excerpts and transcriptions until the expiration of three (3) years after final payment under this contract.

Contractor further agrees to include all its subcontracts hereunder, a provision to the effect that the subcontractor agrees that RTA, its member entities, the Ohio Auditor of State, the U.S. Department of Transportation and the Comptroller General of the United States or any of their duly authorized representatives shall, until the expiration of three (3) years after final payment under the subcontract, have access to books, documents, papers and records of such subcontractor involving transactions, related to the subcontractor for the purpose of making audit, examination, excerpts and transcriptions. The term "subcontract" as used in this clause excludes (1) purchase orders not exceeding \$10,000 and (2) subcontractor or purchase orders for public utility services at rates established for uniform applicability to the general public.

The periods of access and examination described above, for records which relate to (1) appeals under the "Disputes" clause of this contract, (2) litigation of the settlement of claims arising out of the performance of this contract, or (3) costs and expense of this contract as to which exception has been taken by the Comptroller General or any of his duly authorized representatives, shall continue until such appeals, litigation, claims or exceptions have been disposed.

Federal Changes

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Agreement (Form FTA MA (7) dated October 2000) between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

Nondiscrimination (EEO)

During the performance of this contract, Contractor agrees as follows:

Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, creed, sex, sexual orientation, gender identity, disability, age, national origin or retaliation. Contractor will take affirmative action to ensure that applicants are employed, and the employees are treated during the employment without regard to their race, religion, color, creed, disability, sex, sexual orientation, gender identity, age or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. Contractor agrees to post in accessible places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, creed, disability, sex, sexual orientation, gender identity, age or national origin.

Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representative of Contractor's commitments under this section, and shall post copies of the notice in accessible places available to employees and applicants for employment. Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.

Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records and accounts by FTA and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

In the event of Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations or orders, this contract may be canceled, terminated or suspended in whole or in part and Contractor may be declared ineligible for further RTA contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.

Contractor will include the foregoing provisions of this paragraph in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. Contractor will take such action with respect to any subcontract or purchase order as RTA may direct as a means of enforcing such provisions, including sanctions for noncompliance, providing, however, that in the event Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by RTA, Contractor may request the United States to enter into such litigation to protect the interest of the United States.

Title VI, Civil Rights Act of 1964, Compliance

The Greater Dayton Regional Transit Authority (RTA), in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, creed, sex, age or national origin in consideration for an award.

During the performance of this contract, the Contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

Compliance with Regulations: The Contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

Nondiscrimination: The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, creed, sex, age or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly

or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, sex, age or national origin.

Information and Reports: The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the RTA or the Federal Transit Administration (hereinafter, "FTA") to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the RTA, or the FTA as appropriate, and shall set forth what efforts it has made to obtain the information.

Sanctions for Noncompliance: In the event of the Contractor's noncompliance with nondiscrimination provisions of this contract, the RTA shall impose contract sanctions as it or the FTA may determine to be appropriate, including, but not limited to:

withholding of payments to the Contractor under the contract until the Contractor complies; and/or

cancellation, termination, or suspension of the contract, in whole or in part.

Incorporation of Provisions: The Contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the RTA or the FTA may direct as a means of enforcing such provisions, including sanctions for noncompliance: provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the RTA to enter into such litigation to protect the interests of the RTA, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

Americans with Disabilities Act (ADA)

The Contractor agrees to comply with, and assure that any subcontractor under this Project complies with all applicable requirements for the American with Disabilities Act of 1990 (ADA), 42 U.S.C. Section 12101 et seq. and 49 U.S.C. Section 322; Section 504 of the Rehabilitation Act of 1973, as amended., 29 U.S.C. Section 794; Section 16 of the Federal

Transit Act, as amended, 49 U.S.C. app. Section 1612, and the following regulations and any amendments thereto:

U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37;

U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27;

U.S. DOT regulations, "Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 49 C.F.R. Part 38; and 36 C.F.R Part 1192;

Department of Justice (DOJ) regulations, Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35;

DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36;

General Services Administration regulations, "Construction and Alteration of Public Building." Accommodations of the Physically Handicapped," 41 C.F.R. Part 101-19;

Equal Employment Opportunity Commission (EEOC) "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630;

Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R. Part 64, Subpart F; and

FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. Part 609.

Termination of Contract for Default (Applicable to contracts > \$10,000)

If, through any cause, the Contractor shall fail to perform fully, timely and in proper manner its obligations under this contract, or if the Contractor shall breach any of the covenants, conditions or agreements contained in the contract, the RTA shall thereafter have the right to terminate this contract by giving notice in writing which shall specify the effective date thereof, to the Contractor of such termination. In such event, any goods delivered and/or installed by the Contractor under this contract shall, at the option of the RTA, become the RTA's property and the Contractor shall be entitled to receive just and equitable compensation therefor, not to exceed the maximum aggregate compensation payable by RTA to contractor as stated in Blanket Purchase Order. In the event of a termination pursuant to this Blanket Purchase Order, the RTA may elect instead to remove any goods 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's 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 contract or warrants, 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 RTA (Applicable to contracts > \$10,000)

The RTA may terminate this contract any time by a notice in writing that shall specify the effective date thereof, from the RTA to the Contractor 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 therefor and for any services accepted by the RTA prior to the effective date; provided, nevertheless, that the amount of such compensation shall not, in any event, exceed the maximum aggregate compensation payable by RTA to contractor as stated in Blanket Purchase Order, properly attributable to the goods and/or services so accepted.

Neither the acceptance, by the RTA, of any goods and/or services; the payment, by the RTA, for any goods and/or services; nor both acceptance and payment, shall be deemed to waive, to compromise, or to affect in any manner the liability of the Contractor for any breach of contract, of warranty, or both of contract and of warranty.

Disadvantaged Business Enterprise 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.

Incorporation of Federal Transit Administration (FTA) Terms

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, dated November 1, 2008, as amended are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any Greater Dayton RTA requests which would cause RTA to be in violation of the FTA terms and conditions.

Debarment and Suspension (Applicable to contracts > \$25,000)

The Contractor agrees to comply with U.S. Department of Transportation regulations, "Government Debarment and Suspension (Non-procurement)", 49 CFR Part 29, and otherwise comply with the requirements of those regulations. This includes the requirement of the bidder to submit the Certification of Primary Contractor Regarding Debarment, Suspension, and Other Ineligibility and Voluntary Exclusion for all projects when the total aggregate value of the Contract exceeds \$25,000 and to submit a Certification of Lower Tier Participation Regarding Debarment, Suspension and Other Ineligibility and Voluntary Exclusions for each subcontractor which will have a financial interest in this Project which exceeds \$25,000 or will have critical influence on or a substantive control over the Project.

During the term of the Contract the Contractor agrees to immediately notify RTA of 1) any potential subcontractor that is subject to this provision and to submit the appropriate certification prior to award of the subcontract, 2) any information that its certification or certification of its subcontractors was erroneous when submitted, 3) any information that certifications have become erroneous by reason of changed circumstances.

The Contractor shall submit with each request for payment a list of all subcontractors to this contract which have a financial interest in the Project which exceeds \$25,000 or have had a critical influence on or substantive control over the Project and submit evidence that the appropriate certificates have been submitted and that they remain valid.

RTA will not make payment to the Contractor or subcontractor which 1) does not comply with this contract provision, or 2) is not in compliance with the above cited federal requirements.

SUMMARY OF REQUIREMENTS

Required Submittals & Clauses for this Request for Quote	Please acknowledge you have read and comply.	<p>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.</p>
x	_____	RFQ Pricing Form – Attachment 2
x	_____	Summary of Requirements
x	_____	Affirmative Action Assurance Plan Certificate (new application - enter pending)
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 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 (IN EXCESS OF \$10,000)
x	_____	Disadvantaged Business Enterprise Participation
x	_____	Incorporation of Federal Transit Administration (FTA) Terms
x	_____	Debarment and Suspension (IN EXCESS OF \$25,000)
x	_____	Insurance Certificates: (i.e. BWC, General, Auto, Excess Liability)

Name Printed & Title: _____

Company: _____

Signature & Date: _____

The Greater Dayton Regional Transit Authority
Proposal 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 2 CFR Part 1200 and 2 CFR Part 180 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: _____

The Greater Dayton Regional Transit Authority
Proposal Requirement

**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.**

ATTACHMENT 1

*RTA CAMPUS LOCATIONS
FIRST AID CABINETS, EW STATIONS & AEDS*

ATTACHMENT 1

PRODUCT RESTOCK AND MAINTENANCE LOCATIONS 3 SERVICE AREAS (green, yellow, blue)

Location	Description
600 1st Floor Breakroom Area	IB 3 SHELF
600 1st Floor Breakroom Area	AED
600 Exercise Room	AED
600 Exeercise Room	IB 3 SHELF
600 2nd Floor HR	IB 3 SHELF
600 Diesel Shop - Storeroom Wall S of MC	IB 4 SHELF
600 Diesel Shop - Storeroom Wall S of MC	AED
600 Downstairs Driver Area - Next to Kitchen	IB 4 SHELF
600 Eye Wash Station - Inside Machne Shop	IB EW
600 Eye Wash Station - Trolley Shop	IB EW
600 Front Lobby	AED
600 Fuel Lane	IB 4 SHELF
600 Body Shop - Lane b1	IB 4 SHELF
600 Service Lane - Trolley Shop	IB 4 SHELF
600 Service Lane - South Wall from Office	IB 4 SHELF
600 Trolley Shop	AED
601 Exercise Room	AED
601 P-MOB Hall - Fuel Lane	IB 4 SHELF
601 P-MOB Shop Hall	IB 4 SHELF
901 Line Shop (portable on bench)	AED
901 Line Shop (portable truck 71)	AED
901 Line Shop (portable truck 72)	AED
901 Line Shop Barn - On Floor Next to Fridge	IB 4 SHELF
901 Line Shop Breakroom - West Wall Maint Cubicle	IB 4 SHELF
901 Line Shop - CPU Workstation in Maint Cubicle	IB 4 SHELF
Hub - East	IB 3 SHELF
Hub - North West	IB 4 SHELF
Hub - North West	AED
Hub - South	IB 4 SHELF
Hub - West town	IB 3 SHELF
Wright Stop Plaza 10th Floor	IB 3 SHELF
Wright Stop Plaza 11th Floor	IB 3 SHELF
Wright Stop Plaza 12th Floor	IB 3 SHELF
Wright Stop Plaza 13th Floor	IB 3 SHELF
Wright Stop Plaza 2nd Floor	IB 3 SHELF
Wright Stop Plaza 2nd Floor	AED
Wright Stop Plaza 3rd Floor	IB 3 SHELF
Wright Stop Plaza 4th Floor	IB 3 SHELF
Wright Stop Plaza 5th Floor	IB 3 SHELF
Wright Stop Plaza 6th Floor	IB 3 SHELF
Wright Stop Plaza 7th Floor	IB 3 SHELF
Wright Stop Plaza 7th Floor	AED
Wright Stop Plaza 8th Floor	IB 3 SHELF
Wright Stop Plaza 9th Floor	IB 3 SHELF
Wright Stop Plaza Basement	IB 3 SHELF
Wright Stop Plaza Bike Shop	IB 4 SHELF
Wright Stop Plaza Pass/Ticket Room	IB 4 SHELF
Wright Stop Plaza TA Station	IB 4 SHELF
Wright Stop Plaza TA Station	AED
Wright Stop Plaza TA trauma bag	IB TRAUMA

Restock Locations/Service Areas (3)		
Cabinets (34)		
AEDs (13)		
Eye Wash Stations (2)		
Stop 1	Stop 2	Stop 3
14	4	16
9	1	3
2	0	0

ATTACHMENT 2

PRICE FORM

SEE ATTACHED EXCEL FILE