Date: September 28, 2016

TO: Prospective Quoters

RE: Request for Quotation (RFQ)
   RFQ 16-29 Utility Vehicles with Attachments (Low Quote)

The Greater Dayton Regional Transit Authority (RTA) is interested in obtaining quotes for Utility Vehicles with Attachments. Your firm is invited to submit a quote.

In order to be considered, please ensure that your quote is received by the undersigned no later than October 19, 2016 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 jswisshelm@greaterdaytonrta.org.

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.

The successful quoters will be offered an order effective on or about October 19, 2016. 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.

A quote may be withdrawn by personal, written, or telegraphic request received from the bidder prior to the scheduled opening date. No quote may be withdrawn for a period of 60 days after the opening date.

If you have any questions relating to this solicitation, please contact me at jswisshelm@greaterdaytonrta.org.

Sincerely,

Joe Swisshelm

Joe Swisshelm, C.P.M.
Senior Purchasing Agent

Attachment
SPECIFICATIONS

Utility Vehicles and Attachments

INTRODUCTION

The Greater Dayton Regional Transit Authority (RTA) is seeking bids for three (3) identically equipped Utility Vehicles for use at multiple facilities locations. These vehicles will be used by staff for daily work functions to transport tools, small parts, ladders and such like to perform facilities maintenance. In addition, these vehicles will be used for snow removal on sidewalks and other small areas where larger vehicles cannot operate.

VEHICLE REQUIREMENTS

The vehicle submitted for this bid shall be Bobcat Model #3650 - Diesel (4 x 4), (Part #M1311) vehicles or an approved equal. The RTA has used many utility vehicles in the past and have determined that the Bobcat Model #3650 performs best, is easiest to maintain and has the least amount of breakdowns.

Therefore, any Make/Model of vehicle submitted for consideration as an approved equal shall be able to perform all of the essential functions equal to or greater than the Bobcat Model #3650. Any vehicle submitted as an approved equal shall meet all of the salient characteristics, specifications and options of the Bobcat Model #3650 and shall be operationally and functionally equivalent. The proposed vehicle shall have the same warranty, performance standards and have a proven track record of being used in a similar environment or under similar operating conditions.

The vehicles shall be equipped according to the following specifications or equivalent:

1. Deluxe Cab Package - including:
   a. Heating and Air Conditioning
   b. Glass Windshield
   c. Windshield Wiper and Washer System
   d. Rear Glass Window
   e. Doors
   f. Premium Roof
   g. Power Lift Box

2. Engine
   a. Key Start-ALL UNITS KEYES ALIKE
   b. Diesel Engine
   c. Liquid Cooled
   d. Pressurized Oiling System with Spin-On filter
   e. Spark Arrestor Exhaust System

3. Drive System
   a. Hydrostatic
   b. Four-Wheel Drive-with Lockable Rear Differential
   c. Forward Gears-High and Low
   d. CV Guard - Front and Rear
   e. Gear Selector-P-N-L-H
   f. Mechanical Parking
   g. Brakes - 4 Wheel Hydraulic Disc with Dual Bore Front Calipers

4. Suspension & Steering
   a. Front - Independent, Dual A-Arm
b. Rear-De Dion
   c. Hydraulic Rack and Pinion Power Steering
   d. Tilt Steering Wheel

5. Operator Compartment
   a. Beverage Holder (3)
   b. Bucket Seats with under seat storage (2 occupants)
   c. 2 Seat Belts with 3 Point Restraint

6. Wheels and Tires
   a. Front, 25 x 10-12 Tires-12 x 6
   b. Rear, 25 x 11-12 Tires-12 x8

7. Electrical
   a. Headlights (Low and High Beam)
   b. Taillights (LED)

8. Instrument Panel with
   a. Indicator lights for: Glow Plugs, Seat Belt Warning, Engine Oil pressure, Engine Temperature, Hydraulic Oil Temperature, Hydraulic Oil Filter Plugged and Service Engine
   b. Digital Display for: Engine Temperature, Engine RPM, Voltage, Trip, Hour Meter, Tachometer, Fuel level, Clock, Drive Mode, Odometer and Gear Selector
   c. Analog Display for: Speedometer (Digital is acceptable)

9. Cargo Box and Frame
   a. Cargo Box Power Lift
   b. Quick Latch Tailgate
   c. Rear Receiver Hitch
   d. Skid Plates
   e. ROPS - Roll Over Protective Structure

10. Multi-Attachment Exchange System/PTO (M.A.X. System)
    a. Front PTO Guard
    b. Joystick Operation - Tilt, Raise, Lower, Float and Tilt Lockout Feature
    c. RPM Regulator Lever
    d. PTO Engage Button

11. Other Installed Options
    a. Strobe Light - Hard Mounted on Top of Cab
    b. Back Up Alarm
    c. Comfort, Side View Mirrors
    d. Comfort, Rear View Mirrors
    e. Electrical, Turn Signals
    f. Electrical, Horn
    g. Electrical, Work Lights - Front
    h. Electrical, Work Lights - Rear
    i. Auxiliary Relief Kit

12. Attachments to be Included
    a. V-Plow - Snow Blade
    b. Salt Spreader
    c. Broom
    d. Bucket
    e. Forks

13. Warranty
    a. 12 Months / 1000 hours
    b. OPTIONAL Pricing for 24 Months / 2000 hours
OTHER ITEMS TO BE INCLUDED

Other items that shall be included with this purchase:

1. Delivery
2. Operator/Maintenance training for up to ten (10) RTA staff
3. Manuals - Operator, Maintenance, Service, Electrical and Hydraulic - ALL that are available
   a. Three (3) Paper sets
   b. Three (3) CD / Electronic Sets - PDF is acceptable
SPECIAL CONDITIONS

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.

DURATION OF CONTRACT: The duration of the agreement shall be for a period of two (2) months.

The total duration of this contract, including the exercise of any options under this clause, shall not exceed 2 months.

DELIVERY: Delivery will be made within four (4) weeks 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 Utility Vehicles

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 pm on October 10, 2016. 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 firms must submit with their quote a letter from the City of Dayton's Human Relations Council, stating that they have an approved Affirmative Action Assurance Plan (approvals are valid for a one-year period). Failure to furnish the letter from the City of Dayton's Human Relations Council may be cause for rejection of your quote. If a firm is not on the approved list, please contact the following office to obtain an application and submit a COPY of the completed application with your quote:

City of Dayton, Ohio  
Human Relations Council  
371 W. Second Street  
Dayton, OH 45402  
(937) 333-1403

**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: 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: 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.
**Summary of Quote Requirements**

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](http://proc.greaterdaytonrta.org). On the top left of the screen, under Resources, click on **RFQ Small Purchase Clauses & Submittals**. 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.

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<th>Required Clauses this Request for Quote</th>
<th>Please acknowledge you have read and comply.</th>
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<tr>
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<td>Summary of Quote Requirements</td>
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<td>No Obligation by Federal Government</td>
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<td>Program Fraud and False or Fraudulent Statements or Related Acts</td>
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<td>Incorporation of Federal Transit Administration (FTA) Terms</td>
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<td>Debarment and Suspension</td>
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<td>Cargo Preference – Use of United State Flag Vessels</td>
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<td>Fly America</td>
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<td>Patents – Copyrights – Trademarks</td>
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<td>Energy Conservation</td>
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Recycled Products
Certification of Contractor Regarding Debarment, Suspension, and other Ineligibility and Voluntary Exclusion Form

Certification of Lower-Tier Participants (Subcontractors) regarding Debarment, Suspension, and other Ineligibility and Voluntary Exclusion Form

Affidavit of Contractor or Subcontractors – Prevailing Wages

SIGNATURE: 

NAME PRINTED: 

TITLE: 

COMPANY: 

DATE: 
**GREATER DAYTON REGIONAL TRANSIT AUTHORITY**

**QUOTE FORM**

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<th>Unit Price</th>
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<td>Strobe Light – Hard Mounted and Switched</td>
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**Grand Total**

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