Greater Dayton Regional Transit Authority  
4 S. Main Street  
Dayton, OH 45402

Date: October 5, 2017

TO: Prospective Quoters

RE: Request for Quotation (RFQ)  
RFQ 17-29 trash cans Black and Silver (Low Quote)

The Greater Dayton Regional Transit Authority (RTA) is interested in obtaining quotes for Trash cans black and silver. 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 2, 2017 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.

The successful quoters will be offered a purchase order, effective on or about November 3, 2017. 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A quote may be withdrawn by personal, written, or telegraphic request received from the bidder prior to the scheduled opening date. No quote may be withdrawn for a period of 60 days after the opening date.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 (937) 425-xxxx.

Sincerely,

Joe Swisshelm

Joe Swisshelm, C.P.M.  
Senior Purchasing Agent
A. SYSTEM TRASH RECEPTACLE - SCOPE OF WORK:

1. General

The purpose of this procurement is to provide steel-strap trash receptacles to replace RTA’s older-style (concrete) trash receptacles throughout the Greater Dayton Regional Transit Authority (GDRTA) service area. These newer steel-strap receptacles will add a visual enhancement and uniformity to GDRTA’s bus stops, while providing increased durability and ease of waste removal. Further, the new-style receptacles will include a “rain bonnet” that will provide superior protection from moisture and periods of freezing.

2. Requirements

a. A plastic liner with a minimum 32 gallon capacity is required.

b. The body of the receptacle will consist of steel flat-bar vertical straps with an all-welded assembly, supported by steel flat-bar support rings.

c. The top of the receptacle will include an attached rain-bonnet and lid.

d. The receptacle body must be direct surface mountable by way of surface bolting. The receptacle will come pre-drilled for mounting (mounting hardware to be included).

3. Specifications

a. Inner liner should be made of a high density, polyethylene material or comparable fire-retardant material.

b. Bonnet/lid will be made of minimum 12 ga. spun stainless steel. Bonnet/lid should come **attached** to main receptacle body by way of an anti-theft cable at time of delivery.

c. Receptacle construction should be a minimum of ¼” X 2” steel straps, with a 1 ⅛” steel tube lip.

d. All exposed outer parts of the receptacle must be powder-coated to prevent wear and rust.

e. All receptacles, parts, and liners will match in color. Final colors to be determined from “stock” colors, but likely will include **black, and Kettering “red.”**

f. Manuals - Data sheets, operator’s manual, and installation guides to be furnished by vendor
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g. Warranties - 1 year warranty stating unit will be free from defects in material or workmanship. 20 year warranty against structural failure of litter receptacle frames.
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.

BUDGET RANGE: The RTA’s anticipated budget range for this procurement is between $52,000 and $66,200.00

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 twelve (12) weeks.

CONTRACT TERM: The duration of contract shall not exceed 12 weeks from notification of award or notice to proceed.

DELIVERY: Delivery will be made within twelve (12) 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 ________.

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 12, 2017. 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.
Greter Dayton Regional Transit Authority
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. **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.

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.

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 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 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 Vendor) shall not be construed as a waiver of Vendor’s obligations to maintain such insurance. RTA shall have the right, but no the obligation, to prohibit Vendor 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. Vendor 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

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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<td>Quote Form</td>
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<td>Summary of Quote Requirements</td>
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<td>X</td>
<td>No Obligation by Federal Government</td>
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<td>X</td>
<td>Program Fraud and False or Fraudulent Statements or Related Acts</td>
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<td>Disadvantaged Business Enterprise Participation</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>Energy Conservation</td>
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<td>Recycled Products</td>
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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

YEAR ONE

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<th>Description</th>
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<td>Silver Trash Cans</td>
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<td>Up to 65</td>
<td>Black Trash cans</td>
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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