September 21, 2016

TO: Prospective Quoters

RE: Request for Quotation (RFQ)
Propane Gas

The Greater Dayton Regional Transit Authority (RTA) is interested in obtaining quotes for propane. 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 September 28, 2016 at 10:00 a.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 twiesman@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.

Prices submitted shall remain FIRM for six-month periods and be in accordance with the attached Special Conditions.

The successful quoters will be offered a two-year agreement, effective on or about October 3, 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 blanket 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A quote may be withdrawn by personal, written, or telegraphic request received from the bidder prior to the scheduled opening date. No quote may be withdrawn for a period of 60 days after the opening date.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) 425-8312.

Sincerely,

Tamea Wiesman, CPPB
Sr. Purchasing Agent
SPECIFICATIONS

GRADE: The propane is to be grade H-D5.

DELIVERY SCHEDULE: Delivery shall be made in vendor supplied, pre-filled 33.5 lb. lightweight aluminum cylinders. The successful vendor will exchange cylinders, as needed, on a weekly basis. All products will be delivered to the Greater Dayton Regional Transit Authority (RTA), 600 Longworth Street, Dayton, Ohio 45402, F.O.B. Destination.

The RTA will supply an enclosed area for the storage of these cylinders.

In the event of an emergency, as determined by the RTA, the successful vendor will be required to make delivery within 24 hours of notification at no additional cost to the RTA.
SPECIAL CONDITIONS

ORDER PERIOD: The order period shall be for a two-year period. The effective date of the initial order period will be on or about October 3, 2016. The exact date will be determined upon issuance of the purchase order.

PRICES: Prices shall remain firm for six-month periods, after which they will adjust based on the Energy Information Administration (EIA) published price plus a quoted margin. The successful vendor shall be responsible for all maintenance and servicing of all cylinders, fittings, valves, etc., at no additional charge to the RTA.

For the initial six-month quote, quoters are invited to quote their best price for the required propane. The second six-month period price is to be based on Spot Prices, Propane, Mont Belvieu, Texas, as published by the Energy Information Administration (EIA) on the third Thursday in March 2017 for the previous Thursday (3/9/17) plus a quoted margin (+ cents per gallon). Note: All transportation and/or freight charges from Mont Belvieu, Texas, to your facility must be included in margin. (Currently, the link to the EIA Spot Prices is http://tonto.eia.doe.gov/dnav/pet/pet_pri_spt_s1_d.htm.

Prices for the remaining six-month periods are to be determined in the same manner described above based on the Energy Information Administration (EIA) published prices on the third Thursday of March and September of each year for the Thursday prior, plus a quoted margin.

Year 1
Months 7-12 Price published on Thursday, 3/16/17 for 3/9/17.

Year 2
Months 1 – 6 Price published on Thursday, 9/21/17 for 9/14/17.
Revised price effective 10/3/17 – 4/2/18.

Year 2
Revised price effective 4/3/18 – 10/2/18.

At the start of each successive six-month period, it will be the Contractor’s sole responsibility to update contract pricing.

QUANTITIES: The quantity used during the past 12 months has averaged 7 - 8 cylinders per week; however, no guarantee is made or implied regarding minimum or maximum quantities ordered. Quantities may also increase or decrease if the number of RTA vehicles changes.

BASIS OF AWARD: The award of this order is based on the lowest quote received from responsive and responsible quoters, as determined by the Greater Dayton Regional Transit Authority (RTA).

PAYMENT TERMS: Payment will be Net 30 days after delivery and acceptance of an order. Payment for products delivered to and accepted by the RTA shall be at 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 quoter(s) upon request.

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.

AFFIRMATIVE ACTION ASSURANCE PLAN: All quoters 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 quoters 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. Failure to furnish the letter from the City of Dayton's Human Relations Council may be cause for rejection of your quote. If a quoter is not on the approved list, please contact the following office to obtain an application, and include a COPY of the completed application with your quote:

City of Dayton, Ohio
Human Relations Council
371 W. Second Street
Dayton, Ohio 45402
(937) 333-1413

The quote of any quoter who in RTA's judgment has failed to comply with such laws and regulations, even though their quote may be the lowest in dollar amount, may be considered non-responsive and may be rejected.

FEDERAL CLAUSES: The Federal Third Party Contracting Clauses & Required Submissals may be accessed at the Greater Dayton Regional Transit Authority (RTA) web site at http://proc.greaterdaytonrta.org/. On the left side, click on RFQ Small Purchase Clauses & Submissals. The applicable clauses shall apply if an award is made to your firm.

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.

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.

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.

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 not 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.
THE GREATER DAYTON REGIONAL TRANSIT AUTHORITY

QUOTE FORM

Year One

October 3, 2016 – April 2, 2017

<table>
<thead>
<tr>
<th>Qty.</th>
<th>Description</th>
<th>Unit Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 each</td>
<td>33.5 lb. pre-filled aluminum cylinder H-D5 propane</td>
<td>$</td>
</tr>
</tbody>
</table>

Basis of Award

April 3, 2017 – October 2, 2017

<table>
<thead>
<tr>
<th>Description</th>
<th>EIA Published Price for 3/9/17 (+ cents per gal.)</th>
<th>Margin (+ cents per gal.)</th>
<th>Sales Price per gal.</th>
<th>x 8 gal. per cylinder</th>
<th>Unit Price for one 33.5 lb. cylinder H-D5 Propane</th>
</tr>
</thead>
<tbody>
<tr>
<td>H-D5 propane</td>
<td>to be determined</td>
<td></td>
<td></td>
<td></td>
<td>to be determined</td>
</tr>
</tbody>
</table>

Basis of Award

Year Two

October 3, 2017 – April 2, 2018

<table>
<thead>
<tr>
<th>Description</th>
<th>EIA Published Price for 9/14/17 (+ cents per gal.)</th>
<th>Margin (+ cents per gal.)</th>
<th>Sales Price per gal.</th>
<th>x 8 gal. per cylinder</th>
<th>Unit Price for one 33.5 lb. cylinder H-D5 Propane</th>
</tr>
</thead>
<tbody>
<tr>
<td>H-D5 propane</td>
<td>to be determined</td>
<td></td>
<td></td>
<td></td>
<td>to be determined</td>
</tr>
</tbody>
</table>

Basis of Award
April 3, 2018 – October 2, 2018

<table>
<thead>
<tr>
<th>Description</th>
<th>EIA Published Price for 3/8/18</th>
<th>Margin (+ cents per gal.)</th>
<th>Sales Price per gal.</th>
<th>x 8 gal. per cylinder</th>
<th>Unit Price for one 33.5 lb. cylinder H-D5 Propane</th>
</tr>
</thead>
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<tr>
<td>H-D5 propane</td>
<td>to be determined</td>
<td></td>
<td>to be determined</td>
<td>x 8 gal. per cylinder</td>
<td>to be determined</td>
</tr>
</tbody>
</table>

**Basis of Award**

OFFER: By execution below, Quoter hereby offers to furnish the goods and/or services as indicated herein.

Name of Individual, Partner or Corporation

Address

City, State and Zip Code

Telephone

Cell

E-mail

Authorized Signature

Title

Date