# Greater Dayton Regional Transit Authority

# Invitation For Bid

**GENERAL CARPENTRY SERVICES**

CONTRACT BID NO.  GD 26-55

RELEASE DATE
September 11, 2026

IFB Boiler Plate Revised 1.19.24

**INVITATION FOR BID**

**GENERAL CARPENTRY SERVICES**

**IFB No. GD 26-55**

**TABLE OF CONTENTS**

**Letter to Bidders**
**Scope of Work**
**Instructions to Bidders**
**FTA Required Clauses - Construction**
**Bid Requirements**
**Bid Form**

**Attachments:**

**A - Sample Contract (DO NOT COMPLETE)**

**B - RTA General Terms and Conditions**

**C - RTA Construction Terms and Conditions**

# LETTER TO BIDDERS

RELEASE DATE: Friday, September 11, 2026

DEAR PROSPECTIVE BIDDER:

Re: Construction Initiation for Bid (CIFB)

General Carpentry Services

CIFB No. GD 26-55

The Greater Dayton Regional Transit Authority (RTA) is soliciting bids for General Carpentry Services. Your firm is invited to submit a bid.

A pre-bid conference has been scheduled for Wednesday, September 30, 2026 **at** 10:00 am **at** 901 Ludlow Street, Dayton, Ohio 45402 - Conference room. Please make arrangements to attend. You may email clarification questions to the undersigned prior to the pre-bid conference.

**Public Bid Opening:** Greater Dayton RTA will be hosting a public bid opening for this project at **4 S Main Street., Dayton, OH 45402.** Bids will be opened on Tuesday, November 3, 2026 at 10:00 am. Attendance is not required, but if you plan on attending, please arrive at least ten minutes prior to the time of the bid opening. Bids are required to be submitted via OpenGov and paper or emailed bids will not be accepted.

All bids and related documents shall be subject to a financial assistance contract between the RTA and the United States Department of Transportation under the Urban Mass Transportation Administration Act of 1964, as amended, terms and conditions established under the Act will apply. All bidders will be required to certify they are not on the U.S. Comptroller General's Consolidated list of ineligible contractors. Manufacturers appearing on said list will be considered ineligible.

In accordance with the drawings and specifications on file at the Greater Dayton Regional Transit Authority (RTA). Pursuant to Section 153.54 et seq. of the Ohio Revised Code, the bidder shall submit a

Bid Guaranty in the form of either:

1. A bond for the full amount of the bid conditioned that if the bid is accepted, the bidder after the awarding or the recommendation for awarding the contract, will enter into a proper contract based upon the bid; or
2. A certified check, cashier's check, or letter of credit pursuant to Chapter 1305, Ohio Revised Code, in the amount of 10 percent of the base bid amount. If a

10% GUARANTY is submitted, provided that the bid is accepted, the bidder will, after the awarding or recommendation for awarding the contract, enter into a proper contract and indemnify the RTA against all damages suffered by failure to perform the contract by supplying a performance bond in accordance with Section 153.54(2) et. seq. of the Ohio Revised Code for the full amount of the bid.

RTA hereby notifies all bidders that, in regard to any contract entered into pursuant to this procurement, advertisement or solicitation, disadvantaged business enterprises will be afforded full opportunity to submit bids in response and will not be subjected to discrimination on the basis of race, color, sex or national origin in consideration for an award.

**DBE Participation:** It is the policy of the Department of Transportation (DOT) that DBEs, 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. The DBE goal for this procurement is 0%, RTA welcomes DBE participation.

**Please Note:** This procurement package and any addenda are available on OpenGov, https://procurement.opengov.com/portal/greaterdaytonrta. In order to ensure that you receive all updates and addenda, please be sure to follow this project on OpenGov. Should you have any questions or comments concerning the procurement, please submit through the Q&A Section of the posting on OpenGov prior to the due date and time for questions.

**The award for this procurement is based on the lowest responsive and responsible bidder as determined by Greater Dayton RTA. Should you have any questions or comments concerning the procurement, please submit through the Q&A Section of the posting on OpenGov prior to the due date and time for Questions/Inquiries.**

Sincerely,

Priyanka Nath
Purchasing Agent

## SCOPE OF WORK

### Scope of Work

Greater Dayton Regional Transit Authority (RTA) is soliciting bids from qualified contractors to provide **General Carpentry Services** at its various facilities on an as-needed basis. Services may include, but are not limited to, commercial carpentry, framing, drywall, ceilings, doors and hardware, finish carpentry, and other related services.

Bidders shall complete and submit the Pricing Table/Bid Form, including all applicable labor rates, equipment rates, material unit prices, and other required pricing information.

RTA operates multiple facilities throughout its transit system, including campuses, transit centers, administrative and maintenance buildings, substations, passenger facilities, and bus stops. Work may be performed in occupied and operational public transit environments.

## 1. BACKGROUND

RTA operates from two (2) campuses and four (4) transit centers comprising more than fourteen (14) buildings totaling over 733,000 square feet, including the historic thirteen-story Wright Stop Plaza Tower and adjacent buildings located at 4 South Main Street, Dayton. RTA also operates numerous substations, passenger facilities, and bus stops throughout its transit system.

RTA desires to obtain qualified contractors to provide broad-scale general carpentry services to its various facilities during normal business hours and on an as-needed basis. Contractors shall possess the experience, personnel, equipment, and resources necessary to perform commercial carpentry, drywall, ceiling, door and hardware, framing, finish work, and related services in an occupied public transit environment.

## 2. SERVICE LOCATIONS

Services may be required at any RTA-owned, operated, or maintained facility or property, including, but not limited to, RTA campuses, transit centers, administrative and maintenance buildings, substations, passenger facilities, bus stops, and other locations throughout the RTA transit system. Specific work locations will be identified by RTA on an as-needed basis.

Because many locations are active and occupied public transit facilities, the Contractor shall coordinate its work with RTA and perform services in a manner that minimizes disruption to RTA operations, employees, passengers, visitors, and the public.

## 3. SCOPE OF SERVICES

Examples of tasks contemplated by RTA include, but are not limited to, the following:

### A. Carpentry & Framing

- Metal stud framing and light-gauge steel framing
- Wood framing and blocking
- Installation of backing for TVs, monitors, signage, handrails, grab bars, and equipment
- Carpentry associated with facility renovations

### B. Doors, Frames & Hardware

- Installation and repair of hollow metal doors and frames
- Installation and adjustment of wood doors
- Door hardware installation and replacement

### C. Ceilings

- Installation and replacement of acoustical ceiling tile (ACT)
- Ceiling tile matching and patch repairs
- Ceiling grid modifications for HVAC, electrical, plumbing, and fire protection work
- Specialty ceiling systems

- Access panel installation and repairs

**D. Drywall & Wall Finishes**

- Drywall patching after electrical, plumbing, mechanical, or IT work
- Installation of moisture-resistant, mold-resistant, abuse-resistant, and fire-rated drywall assemblies
- Fire stopping and smoke seal restoration at penetrations
- Wall texture matching and blending
- Installation and repair of FRP (Fiberglass Reinforced Panels)

**E. Floor & Wall Protection**

- Installation of rubber, vinyl, and thermoplastic cove base

**F. Trim Carpentry**

- Interior and exterior decorative elements such as baseboards, crown molding, door casings, and mantels

**G. Cabinet Installation**

- Building and installing custom cabinets and vanities

**H. Related Services**

- Other general carpentry and incidental finish work reasonably related to the services described above and authorized by RTA.

## 4. AS-NEEDED WORK AUTHORIZATION

Services shall be performed on an as-needed basis. RTA will identify individual work requirements during the Contract term. The Contractor shall not begin work or incur costs for an assignment until authorized by RTA in accordance with the Contract.

When requested by RTA, the Contractor shall inspect the work location and provide an estimate or other information reasonably necessary for RTA to evaluate and authorize the work. Any change that may affect the authorized scope, schedule, or cost shall be communicated to RTA and approved before the additional or changed work is performed.

## 5. CONTRACTOR RESPONSIBILITIES

The Contractor shall:

- Provide qualified personnel, supervision, tools, and equipment necessary to perform authorized work.
- Coordinate access, scheduling, deliveries, staging, and work activities with the RTA Project Manager or designated representative.
- Protect existing buildings, finishes, equipment, vehicles, utilities, furnishings, and other RTA property from damage caused by the work.
- Maintain safe access for RTA employees, passengers, visitors, and the public and use appropriate barriers, signage, and protection when required.
- Comply with applicable federal, state, and local laws, codes, regulations, safety requirements, and RTA site requirements.
- Promptly report concealed conditions, damage, unsafe conditions, or circumstances that may affect the authorized work.
- Perform all work in a professional and workmanlike manner.

Complete and submit the Pricing Table/Bid Form, including all applicable labor rates, equipment rates, material unit prices, and other required pricing information.

## 6. LABOR AND EQUIPMENT

The Contractor shall provide appropriately skilled personnel for each assignment. Labor shall be billed using the applicable Contract rate for the classification actually performing the authorized work. Labor classifications included in the Pricing Table are Carpenter Foreman, Carpenter, Carpenter Apprentice, Drywall Finisher, Laborer, Laborer Foreman, Painter, and Millwright / Specialty Installer.

Equipment identified in the Pricing Table includes Scissor Lift, Boom Lift, Drywall Lift, and Mobile Scaffold. The Contractor shall provide the equipment, tools, and resources necessary to perform the authorized work in accordance with the Contract.

## 7. MATERIALS

The Contractor shall be reimbursed for materials incorporated into the Work on a fixed-fee per-square-foot basis. The invoice for material reimbursement shall be submitted by the Contractor and supported by copies of supplier invoices, receipts, or other documentation acceptable to RTA. All material costs shall be subject to RTA review and approval for reasonableness. The amount of the fixed fee per square foot shall be equitably adjusted by an increase of 3% each year after the first contract year.

Any additional materials not specifically identified in the Pricing Table shall be reimbursed at actual invoiced cost with no fixed fee applied.

## 8. HOURS OF WORK AND COORDINATION

Services are anticipated to be performed primarily during normal business hours. Work schedules shall be coordinated with RTA. Due to the operational nature of RTA facilities, certain work may need to be scheduled or sequenced to minimize disruption to transit operations and public access. The Contractor shall not interrupt utilities, building access, passenger circulation, or RTA operations without prior RTA authorization.

## 9. SAFETY AND SITE PROTECTION

The Contractor shall maintain a safe work area and comply with applicable occupational safety requirements and RTA site safety requirements. Work areas shall be appropriately protected to prevent unauthorized access and to safeguard passengers, employees, visitors, and the public. Particular care shall be exercised when work is performed in occupied passenger and transit areas.

## 10. CLEANUP AND DISPOSAL

The Contractor shall maintain work areas in an orderly condition and remove debris generated by its work. Upon completion of each assignment, the Contractor shall leave the work area clean and suitable for its intended use. Disposal of debris and waste shall comply with applicable requirements and RTA direction.

## 11. INSPECTION AND ACCEPTANCE

RTA reserves the right to inspect work during performance and upon completion. Work shall be completed in accordance with the authorized scope and applicable Contract

requirements. The Contractor shall correct deficiencies in workmanship attributable to the Contractor in accordance with the Contract.

### 12. PREVAILING WAGE

This procurement is subject to prevailing wage requirements. The Contractor and applicable subcontractors shall comply with the prevailing wage provisions, wage determinations, recordkeeping requirements, and other labor requirements included in the solicitation and resulting Contract.

## Contract Terms

### 1. Contract Pricing

This is a time and materials contract based on fixed labor rates. Material costs will be reimbursed by RTA plus the fixed fee provided in the pricing table. All prices offered and accepted are firm for the duration of the contract. Contractors may not change or negotiate contract prices. Except as provided in this contract, no special fees or expenses shall be charged directly to the RTA.

**Sample Invoice:**

| Description | Quantity | Unit Price | Total Cost |
|---|---|---|---|
| Labor Classification 1 | 30 hours | $100 per hour | $3,000 |
| Labor Classification 2 | 20 hours | $120 per hour | $2,400 |
| Material X | 300 sqft | Direct Unit Cost of $10 | $3,000 |
| Additional Fixed Fee per sq ft | 300 sqft | $0.50 | $150 |
| Total Invoice | | | $8,550 |

### 2. Contract Duration

The initial term of this Contract shall be for a period of three (3) years commencing on the effective date of the Contract. At RTA's sole discretion, the Contract may be extended for up to two (2) additional one-year option periods under the same terms, conditions, and pricing structure. RTA reserves the right to exercise either option year independently by providing written notice to the Contractor prior to the expiration of the then-current Contract term. The total potential Contract term shall not exceed five (5) years. RTA reserves the right to award this contract to one or more contractors.

The Greater Dayton Regional Transit Authority may extend the term of this contract by written notice to the Contractor within 30 days, provided that the RTA shall give the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the RTA to an extension.

### 3. Quantity and Delivery Requirements

Any labor hours, equipment hours, or other quantities shown in the Pricing Table are estimates provided for bid evaluation purposes and do not constitute a guarantee of actual quantities, hours, assignments, expenditures, or minimum work under the Contract. Actual requirements will be based on RTA's needs during the Contract term.

Awarded vendor(s) responsible for meeting all requirements for the awarded items over the contract period. No guarantee is made or implied as to the minimum quantities that may be ordered for the duration of the contract.

## INSTRUCTIONS TO BIDDERS

## Greater Dayton RTA Background

### History

RTA is an independent political subdivision of the State of Ohio organized pursuant to Ohio Revised Code Section 306.30 through 306.71, inclusive, as amended.

The RTA was created on September 6, 1971, pursuant to the Revised Code, by ordinances of the Councils of the City of Dayton and the City of Oakwood. After completing the purchase of the assets of City Transit, the major privately owned public transportation system in the area, the RTA became operational on November 5, 1972. In September 1980, after the approval in the preceding April by the voters of the County of a one-half percent sales and use tax of unlimited duration for all purposes of the RTA, the boundaries of the RTA were extended to be co extensive with the boundaries of Montgomery County and parts of Greene County.

### Governing Body

All power and authority of the RTA is vested in and exercised by its nine (9) member Board of Trustees.

## Bid Submission Instructions

The Greater Dayton Regional Transit Authority, hereinafter called "RTA", requests bids for General Carpentry Services, hereinafter called "above-named project" or by the specific project name, under the following requirements and conditions, which shall be considered an essential part of the contract documents.

### 1. Submission and Modification

Submissions are due electronically by 10:00 am, Dayton (Eastern) time on Tuesday, November 3, 2026, through OpenGov. Any submission received after the exact date and time specified will not be considered.
Submissions may be modified online through OpenGov prior to the due date and time by unsubmitting a bid or proposal and making modifications and then re-submitting.

In addition, any costs incurred while preparing a bid or proposal submission, including site visits, will not be reimbursed by RTA.

If Bonding requirements are being met via a certified check made out to "Greater Dayton Regional Transit Authority", please mail the certified check to 4 S Main Street, Dayton, OH 45402.

**2. Requests for Clarification**

All requests for clarifications or changes must be submitted through the Q&A Section of the project on OpenGov prior to the stated due time and date.
Any new or relevant information given to any one contractor will be furnished to all contractors as addenda to this procurement.

**3. Administration of Sealed Bids**

1. Sealed bids shall be submitted through the appropriate project in the official Greater Dayton RTA OpenGov site prior to the advertised due date and time. At which time the bids will be publicly opened at 4 S Main St., Dayton, OH 45402 in the 8th floor conference room. Any bid received after the time referred to will not be considered. Any bid received and opened may not be withdrawn by the bidder for sixty (60) days from the date on which the bids were opened.
2. Because bids and offers can at times be ambiguous, the RTA reserves the right to request additional information before making an award. The RTA also reserves the right to seek clarification from any bidder or offeror about any statement in its bid or proposal that the RTA finds ambiguous.
3. The RTA reserves the right, as the interests of the RTA may require, to postpone, accept or reject all bids and to waive defects or irregularities in bids received and to award a contract(s) in the best interest of the RTA.
4. In determining the successful bidder, consideration will be given to the price, the experience of the bidder, responsibility of the bidder including financial responsibility, responsiveness to these specifications, and the bidder's record as an equal opportunity employer.
5. All bids submitted are subject to instructions and general conditions, and any special conditions and specifications contained herein, all of which are made a part of this bid by reference and constitute the contract documents and shall become a part of any agreement and/or purchase order between the RTA and the successful bidder.

**4. Contract Award**

Contract awards are based on the lowest responsive and responsible bidder as determined by the Greater Dayton Regional Transit Authority (RTA). The RTA reserves the right, as the interests of the RTA may require, to postpone, accept or reject all bids

and to waive defects or irregularities in the bids received. In awarding a contract(s), the RTA reserves the right to consider all elements entering the determination of the responsibility of the bidder. Any bid which is incomplete, conditional, obscure, or which contains additions not called for or irregularities of any kind, may be cause for rejection of the bid.

Contract(s) for the purchase of goods and/or services will be awarded within sixty (60) calendar days from the date upon which bids were opened to the lowest bidder the RTA deems responsive and responsible. The successful bidder will be required to execute the attached contract within five (5) calendar days after notification of award.

In the event a single bid is received, the RTA will conduct a price and/or cost analysis of the bid. Price analysis is the process of examining and evaluating a price submitted without examining in detail the separate cost elements and the profit included in the cost bid. It should be recognized that a price analysis through comparison to other similar procurements must be based on an established or competitive price of the elements used in the comparison. The comparison must be made to a purchase of similar quantities and involving similar specifications. Where a difference exists, a detailed analysis must be made of this difference and costs associated thereto. RTA has the right to enter into a negotiated procurement should only a single bid be received. Where it is impossible to obtain a valid price analysis, it may be necessary for the RTA to conduct a cost analysis of the bid price.

**5. Funding**

The proposed contract shall be funded in part from the Federal Transit Administration (FTA) and the Ohio Department of Transportation (ODOT). Each vendor shall examine all contract documents noting particularly all requirements, which will affect the contractor's work.

**6. Specified Material and "Approved Equals"**

1. Contractors shall furnish with their submission, as an integral part thereof, complete descriptions and specifications of the product they propose to furnish. When the descriptions and specifications of the product meet the description and specifications provided in the solicitation document, no additional submission is required.
2. Where brand names or specific items or processes are used in the specifications, consider the term "or approved equal" to follow. However, a request for approval for any proposed substitution as an equal must be submitted in writing.
3. For all items listed and which are described or defined by dimensions or another measure of physical characteristics or performance, it is understood that such information indicates the character of the required items and so strict interpretations with respect to nonessential details shall not be made as to limit competition among manufacturers of substantially equivalent items.

A. Whenever this specification defines the material or article required by using a proprietary product or of a manufacturer or vendor, rather than by using descriptive detail of substance and function, the term "or equal" always is understood to follow immediately the name of the make, vendor or proprietary product. An item of material shall be considered equal to the item so named in the specifications if: (1) it is at least equal in quality, durability, appearance, strength, and design; (2) it will perform at least equally the function imposed by the general design for the material or equipment being purchased; and (3) it conforms substantially, even with deviations, to the detailed requirements for the item in this specification.

B. Whenever in this specification the names of one or more manufacturers are mentioned as indicating that their product will comply with a particular specification or where specific trade names are mentioned, it is not intended to exclude products of other manufacturers whose names or symbols have not been provided, only however, that such products conform to the detailed requirements for the item as indicated in the specifications.

4. Bidders and Proposers shall be responsible for providing the RTA with information in the latest applicable revision of any part or process specifically called for in the specifications for consideration.

5. Only standard parts of units that conform in material, design, and workmanship to the best procedure known in the industry shall be used. No reconditioned or obsolete parts shall be used. All parts shall be identical and interchangeable in its class. All manufactured articles, material, and equipment shall be applied, installed, connected, erected, used, cleaned, adjusted and conditioned as directed by the manufacturer unless herein specified to the contrary.

**7. Requesting an Approved Equal**

To request an approved equal, contact Priyanka Nath at pnath@greaterdaytonrta.org prior to the final date for questions and clarifications which is Tuesday, October 20, 2026. Any request for approved equal must include a formal product sheet that lists all relevant specifications that are included in the scope of work of this project. If there are required specifications that are not addressed or the proposed equal has insufficient specifications, the proposed equal will not be approved.

**8. Protest Procedures**

RTA will hear and consider a sustainable protest regarding its procurement actions in accordance with the below procedures. Due to the significantly limited role of FTA in protests, it is anticipated that the majority of all protests will be evaluated, and the final decision rendered by RTA. RTA intends to provide a thorough review of all sustainable protests. The RTA's primary concern is the timely procurement of needed capital

equipment, supplies, or services. Therefore, it does not intend to allow the filing of bid or proposal protests to unnecessarily delay the procurement process.

*DEFINITIONS*

1. Protest: A protest is a written objection by a potentially interested party to a solicitation or award of a contract over the small purchase threshold. An interested party must be an actual or prospective bidder or proposer whose direct economic interest would be affected by the award or failure to award the applicable contract in accordance with FTA Circular 4220.1.
2. Pre-Submission: A written objection is made during the solicitation phase and is received before the bid opening or proposal due date.
3. Pre-Award: A written objection is made before an award and is received after the bid opening or proposal due date, but before award of the contract.
4. Post-Award: A written objection made by an unsuccessful offeror and received after the Board approves award of the contract.

*SUBMITTAL PROCESS*

1. Before Protest
   The contractor should contact or make an appointment with the solicitation's procurement representative to resolve any issues.
2. Filing a Protest
   Protests may be filed during the following:
   A. Solicitation phase must be submitted no later than five (5) business days before the closing of said solicitation. If the protester fails to meet this deadline, protests based on those solicitation issues may not be allowed.
   B. Pre-award must be received no later than five (5) business days after the bid opening or proposal due date.
   C. Post-award must be received at least five (5) business days after the Board approves contract award.
3. Protest Submittals
   Protest shall include, at a minimum:
   A. The name and address of the protesting party and its relationship to the procurement are sufficient to establish that an interested party is filing the protest.
   B. Identity of the contact person for the protester, including name, title, address, telephone, fax, and e-mail addresses. If the contact point is a third party

representing the protester, the same information must be provided, plus a statement defining the relationship between the protester and the third party.

C. The name and number of the solicitation or contract.

D. A description of the nature of the protest, referencing the portion(s) of the solicitation involved.

E. Identification of the provision(s) of any law, regulation, or other governance upon which the protest is based.

F. A complete discussion of the basis for the protest, including all supporting facts, documents, or data.

G. A statement of the specific relief requested.

H. State if an informal conference is wanted to discuss the protest with RTA.

I. Submit the protest in writing by certified mail or another delivery method by which receipt can be verified and address it to:
*Director of Procurement*
*Greater Dayton Regional Transit Authority*
*4 S. Main StreetDayton, OH 45402*

4. Protest Determination

A. Director of Procurement or designee will review the protest submittal to determine if sustainable.

B. If not sustainable, the protester will be notified in writing within ten (10) business days of receipt of the protest.

C. If sustainable and an informal conference is requested, the protester will be notified in writing of the location and time within three (3) business days of such notice.

D. A decision will be made in writing and sent to the protester within ten (10) business days after receipt of the protest. Such a decision is final.

5. Request for Reconsideration

A. The protester shall deliver the request to the Chief Executive Officer (CEO) with a copy to the Director of Procurement within five (5) business days of receipt of the initial decision. The request shall state the reason(s) why the decision should be reconsidered and any information to support such a position.

B. The CEO shall review and decide on the request for reconsideration and issue a written decision to the protester within ten (10) business days of receipt of the request. Such a decision is final.

**9. Confidentiality of Proposals**

The RTA will be exempt from disclosure of proprietary information, trade secrets, and confidential commercial and financial information submitted. Any such proprietary information or confidential commercial or financial information that the contractor believes should be exempted from disclosure shall be specifically identified and marked as such. Blanket type identification by designating whole pages or sections as containing proprietary information, trade secrets, or confidential commercial or financial information will not assure confidentiality. The specific proprietary information, trade secrets, or confidential commercial and financial information must be clearly identified as such.

**10. Trade Secret Notification**

Under Ohio Law, a bid or proposal document may be a public record unless it meets an exception under the Public Records Law. One such exception is trade secrets and are treated with confidentiality. However, the contractor must notify the RTA in all of their submitted documents as to which portions of their submission constitute trade secrets and are to be treated as confidential. It is the responsibility of the submitting party to mark those parts of the submission which you wish to have treated as confidential. While this does not assure that these portions of the document will constitute a trade secret and be exempt from public records requests under Ohio Law, in the absence of notice from you to us that those documents are to be treated as trade secrets and to be held confidential, they will be made available to the public upon a public records request unless another exception applies to exempt them from disclosure.

**11. Bid Security**

As security for the acceptance of a contract, each bid must be accompanied by a certified check, cashier's check, or bid bond in the amount of 10% of the total bid amount drawn payable to the Greater Dayton Regional Transit Authority (RTA). Such bid deposits of all bidders will be held by RTA until all bids submitted have been canvassed and the bids have either been rejected or the contract has been awarded. The bid deposit of the successful bidder will be held until the contract is duly executed. Bid deposits will be returned to the unsuccessful bidder(s) as soon as possible after award of the contract. The successful bidder under this bid shall execute a contract with the RTA, or its authorized representative, within ten (10) calendar days after notification of the award. If the successful bidder with whom the contract shall have been awarded refuses to execute the contract within ten (10) calendar days after notification of award of the contract, the amount of the bid deposit shall be forfeited to and retained by RTA as liquidated damages for such neglect or refusal.

**12. Performance Bond**

The successful bidder shall furnish, at its own expense, a performance bond in the percentage/amount stipulated on the Bid Form within ten (10) calendar days after notification of award, as a guarantee of good faith on behalf of the contractor that the terms of the specifications will be complied with in every particular. The performance bond shall, on its face, reference the date(s) of the contract period and the material, equipment or service covered by the contract. This bond shall be guaranteed by a surety company licensed to do business in the State of Ohio. The performance bond shall be conditioned on the complete performance of the contract, in accordance with the Ohio Revised Code Section 306.43. The RTA will not agree to release the surety on a performance bond until at least sixty (60) days after the acceptance of the above-named project, to be provided under the contract, and the RTA reserves the right to require the surety to remain bound thereafter to the extent that the RTA may reasonably deem it necessary to do so to protect itself from the possibility of defective goods and/or services.

## Terms & Conditions

The Greater Dayton RTA's General Terms and Conditions and Construction Terms and Conditions are attached to this solicitation as Attachments B and C respectively.

## FTA REQUIRED CLAUSES - CONSTRUCTION

### No Federal Government Obligation to Third Parties

The RTA and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation of this Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the RTA, Contractor or any other party (whether or not a party to that Contract) pertaining to any matter resulting from the Contract. Contractor shall include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

### Incorporation of FTA Terms

The preceding provisions include, in part, certain Standard Terms and Conditions required by the U.S. Department of Transportation (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, and 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 the contract. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any requests of the RTA that would cause the RTA to be in violation of the FTA terms and conditions. Contractor shall include this clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA.

## Program Fraud & False Statements or Related Acts

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 CFR part 31, apply to its actions pertaining to this Project. Upon execution of the Contract, 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 Contract or the FTA-assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, 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 Contractor to the extent the Federal Government deems appropriate.

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. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on Contractor, to the extent the Federal Government deems appropriate.

Contractor shall include the above two paragraphs 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.

## Access To Records, Reports, & Sites

Record Retention. Contractor shall retain and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third-party agreements of any type, and supporting materials related to those records.

Retention Period. Contractor shall comply with the record retention requirements in accordance with 2 CFR § 200.333. Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at least three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

Access to Records. Contractor shall provide sufficient access to the U.S. Secretary of Transportation, the Comptroller General of the United States, FTA, the RTA, and their duly authorized representatives to inspect and audit records and information related to performance of this contract as reasonably may be required.

Access to the Sites of Performance. Contractor shall permit FTA, the RTA, and their duly authorized representatives' access to the sites of performance under this Contract as reasonably may be required.

## Federal Changes

Contractor shall at all times comply with all applicable federal laws, regulations, requirements, policies, procedures, guidance, and directives, including without limitation those listed directly or by reference in the FTA Master Agreement between the RTA and the FTA, as they may be amended or promulgated from time to time during the term of the Contract. Contractor's failure to so comply shall constitute a material breach of the Contract.

## Civil Rights

Contractor must prohibit: (a) discrimination based on race, color, religion, national origin, sex (including sexual orientation and gender identity), disability, or age; (b) exclusion from participation in employment or a business opportunity for reasons identified in 49 U.S.C. § 5332; (c) denial of program benefits in employment or a business opportunity identified in 49 U.S.C. § 5332; and (d) discrimination identified in 49 U.S.C. § 5332, including discrimination in employment or a business opportunity identified in 49 U.S.C. § 5332.

Contractor must follow the most recent edition of FTA Circular 4702.1, "Title VI Requirements and Guidelines for Federal Transit Administration Recipients," to the extent consistent with applicable federal laws, regulations, requirements, and guidance. However, FTA does not require an Indian Tribe to comply with FTA program specific guidelines for Title VI when administering its agreement supported with federal assistance under the Tribal Transit Program.

Contractor must comply with: (a) Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, et seq.; (b) U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964," 49 CFR Part 21; and (c) Federal transit law, specifically 49 U.S.C. § 5332; and

Contractor must follow: (a) the most recent edition of FTA Circular 4702.1, "Title VI Requirements and Guidelines for Federal Transit Administration Recipients," to the extent consistent with applicable federal laws, regulations, requirements, and guidance; (b) U.S. DOJ, "Guidelines for the enforcement of Title VI, Civil Rights Act of 1964," 28 C.F.R. § 50.3; and (c) all other applicable federal guidance that may be issued.

### Equal Employment Opportunity

1. Federal Requirements and Guidance. Contractor must prohibit discrimination based on race, color, religion, sex, sexual orientation, gender identity, or national origin. Contractor must also comply with: (a) Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, et seq.; (b) Title I of the Americans with

Disabilities Act of 1990, as amended, 42 U.S.C. §§ 12101, et seq.; (c) Executive Order No. 11246, "Equal Employment Opportunity" September 24, 1965 (42 U.S.C. § 2000e note), as amended by any later Executive Order that amends or supersedes it in part and is applicable to federal assistance programs; (d) federal transit law, specifically 49 U.S.C. § 5332, as provided in section 12 of this Master Agreement; and (e) FTA Circular 4704.1 "Equal Employment Opportunity (EEO) Requirements and Guidelines for Federal Transit Administration Recipients." Further, Contractor must follow other federal guidance pertaining to EEO laws, regulations, and requirements.

2. Affirmative Action. If required to do so by U.S. DOT regulations (49 CFR Part 21) or U.S. Department of Labor regulations (41 C.F.R. chapter 60), Contractor must take affirmative action that includes but is not limited to: (a) recruitment advertising, recruitment, and employment; (b) rates of pay and other forms of compensation; (c) selection for training, including apprenticeship, and upgrading; and (d) transfers, demotions, layoffs, and terminations.

3. Indian Tribe. Contractor recognizes that Title VII of the Civil Rights Act of 1964, as amended, exempts Indian Tribes under the definition of "Employer."

4. Equal Employment Opportunity for **Construction Activities**. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order No. 11246, "Equal Employment Opportunity," 42 U.S.C. § 2000e note (30 Fed. Reg. 12319, 12935, 3 C.F.R. 1964–1965 Comp., p. 339), as amended by Executive Order No. 11375, "Amending Executive Order No. 11246 Relating to Equal Employment Opportunity," (32 Fed. Reg. 14,303) and implementing regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

## Free Speech & Religious Liberty

All Federal funding must be expended in full accordance with the U.S. Constitution, Federal Law, and statutory and public policy requirements, including but not limited to those prohibiting discrimination and protecting free speech, religious liberty, public welfare, and the environment.

## Disadvantaged Business Enterprises Requirements

It is the policy of the RTA and the United States Department of Transportation ("DOT") that Disadvantaged Business Enterprises ("DBE's"), as defined herein and in the Federal regulations published at 49 C.F.R. part 26, shall have an equal opportunity to participate in DOT-assisted contracts.

The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the RTA deems appropriate, which may include, but is not limited to:

- Withholding monthly progress payments;
- Assessing sanctions;
- Liquidated damages; and/or
- Disqualifying the contractor from future bidding as non-responsible. 49 C.F.R. § 26.13(b).

Prime contractors are required to pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment the RTA makes to the prime contractor. 49 C.F.R. § 26.29(a).

Finally, for contracts with defined DBE contract goals, the contractor shall utilize the specific DBEs listed unless the contractor obtains the RTA's written consent; and that, unless the RTA's consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE. 49 C.F.R. § 26.53(f) (1).

## Prompt Payment

The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work. In addition, the contractor is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed.

The contractor must promptly notify the RTA, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of RTA.

## Energy Conservation

Contractor shall comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. §§ 6321 et seq.).

## Safe Operations of Motor Vehicles

Seat Belt Use. Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company- rented vehicles, or personally operated vehicles. The terms “company-owned” and “company-leased” refer to vehicles owned or leased either by Contractor or RTA.

Distracted Driving. Contractor shall adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contactor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this Contract.

Subcontracts. Contractor shall insert the substance of this clause, including this paragraph, in all subcontracts that exceed the micro-purchase threshold, as defined in Federal Acquisition Regulation 2.101 on the date of subcontract award.

## Contractor Policies to Ban Text Messaging While Driving

Definitions. As used in this clause: (1) "driving" means operating a motor vehicle on an active roadway with the motor running, including while temporarily stationary because of traffic, a traffic light, stop sign, or otherwise (note: "driving" does not include operating a motor vehicle with or without the motor running when one has pulled over to the side of, or off, an active roadway and has halted in a location where one can safely remain stationary); and (2) “text messaging” means reading from or entering data into any handheld or other electronic device, including for the purpose of short message service texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication (note: “text messaging” does not include glancing at or listening to a navigational device that is secured in a commercially designed holder affixed to the vehicle, provided that the destination and route are programmed into the device either before driving or while stopped in a location off the roadway where it is safe and legal to park).

Executive Order. This clause implements Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, dated October 1, 2009. Contractor is encouraged to adopt and enforce policies that ban text messaging while driving company-owned/rented vehicles, Government-owned vehicles, and privately-owned vehicles when on official Government business or when performing any work for or on behalf of the Government. Contractor is also encouraged to conduct initiatives in a manner commensurate with the size of the business, such as: (1) establishment of new rules and programs or reevaluation of existing programs to prohibit text messaging while driving; and (2) education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

Subcontracts. Contractor shall insert the substance of this clause, including this paragraph, in all subcontracts that exceed the $10,000

## Prohibited Telecommunications/Surveillance Services/Equipment.

The RTA is prohibited from obligating or expending loan or grant funds to: procure or obtain, extend or renew a contract to procure or obtain, or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

Contractor shall not provide covered telecommunications equipment or services in the performance of the Contract. As described in Public Law 115-232, section 889, covered telecommunications equipment is: (A) telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); (B) video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes; (C) Telecommunications or video surveillance services provided by such entities or using such equipment; and (D) telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

## Trafficking In Persons

Contractor and its subcontractors or their employees shall not: (A) engage in severe forms of trafficking in persons during the Contract Term; (B) procure a commercial sex act during the Contract Term; or (C) use forced labor in the performance of the Contract. Contractor shall inform RTA immediately of any information Contractor receives from any source alleging a violation of a prohibition in this section. RTA may terminate this Contract for any violation of this section; such right of termination is in addition to all other remedies for noncompliance that are available to the RTA.

## Termination

The termination rights under this Contract are in addition to, and in no way limit, the Federal Government’s right to terminate as described in 2 CFR § 200.340.

### Termination for Convenience

RTA may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in RTA’s best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to RTA to be paid the Contractor. If the Contractor has any property in its possession belonging to RTA, the Contractor will account for the same and dispose of it in the manner RTA directs.

**Termination for Default**

If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will ensure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provision of this contract, RTA may terminate this contract for default. The RTA shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, the RTA may take over the work and compete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the RTA resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the RTA in completing the work.

The Contractor's right to proceed shall not be terminated nor shall the Contractor be charged with damages under this clause if:

1. The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of RTA, acts of another contractor in the performance of a contract with RTA, epidemics, quarantine restrictions, strikes, freight embargoes; and
2. The Contractor, within [10] days from the beginning of any delay, notifies RTA in writing of the causes of delay. If, in the judgment of RTA, the delay is excusable, the time for completing the work shall be extended. The judgment of RTA shall be final and conclusive for the parties, but subject to appeal under the Disputes clause(s) of this contract.
3. If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of RTA.

**Opportunity to Cure**

The RTA, in its sole discretion may, in the case of a termination for breach or default, allow the Contractor ten (10) business days in which to cure the defect. In such case, the Notice of Termination will state the time period in which cure is permitted and other appropriate conditions.

If Contractor fails to remedy to RTA's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within ten (10) business days after receipt by Contractor of written notice from RTA setting forth the nature of said breach or default, RTA shall have the right to terminate the contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to

preclude RTA from also pursuing all available remedies against Contractor and its sureties for said breach or default.

**Waiver of Remedies for any Breach**

In the event that RTA elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this contract, such waiver by RTA shall not limit RTA's remedies for any succeeding breach of that or of any other covenant, term, or condition of this contract.

## American With Disabilities Act (ADA)

The contractor agrees to comply with all applicable requirements of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of handicaps, with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments to that Act, and with the Architectural Barriers act of 1968, as amended, 42 U.S.C. §§ 4151 et seq., which requires that buildings and public accommodations be accessible to persons with disabilities, including any subsequent amendments to that Act. In addition, the contractor agrees to comply with any and all applicable requirements issued by the FTA, DOT, DOJ, U.S. GSA, U.S. EEOC, U.S. FCC, any subsequent amendments thereto and any other nondiscrimination statute(s) that may apply to the Project.

## Notification to FTA

If a current or prospective legal matter that may affect the Federal Government emerges, Contractor must promptly notify the RTA, which must then promptly notify the FTA Chief Counsel and FTA Regional Counsel for Region 5. Contractor must include an equivalent provision in its sub agreements at every tier for any agreement that is a "covered transaction" according to 2 C.F.R. §§ 180.220 and 1200.220.

1. Types of Legal Matters Requiring Notification. The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.

2. Matters Affecting the Federal Government. Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the Award, the Contract, and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.

3. Additional Notice to U.S. DOT Inspector General. Contractor must promptly notify the RTA, which must then promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for Region 5 if Contractor

has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729, et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bid rigging, misappropriation or embezzlement, bribery, gratuity, or similar misconduct involving federal assistance. This responsibility occurs whether the Project is subject to this Contract or another agreement between the RTA and FTA, or an agreement involving a principal, officer, employee, agent, or Third-Party Participant of the RTA. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative RTA, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of Contractor. In this paragraph, “promptly” means to refer information without delay and without change. This notification provision also applies to all divisions of the RTA, including divisions tasked with law enforcement or investigatory functions.

**Debarment, Suspension, Ineligibility, & Voluntary Exclusion**

Contractor shall comply and facilitate compliance with U.S. DOT regulations, “Non-procurement Suspension and Debarment,” 2 CFR part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) “Guidelines to Agencies on Government-Wide Debarment and Suspension (Non-procurement),” 2 CFR part 180. These provisions apply to each contract at any tier of $25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount.

Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally-funded contract (which includes review of SAM at sam.gov, if necessary to comply with U.S. DOT regulations, 2 CFR Part 1200) and are not presently declared by any Federal department or RTA to be: (1) debarred from participation in any federally-assisted Award; (2) suspended from participation in any federally-assisted Award; (3) proposed for debarment from participation in any federally-assisted Award; (4) declared ineligible to participate in any federally-assisted Award; (5) voluntarily excluded from participation in any federally-assisted Award; or (6) disqualified from participation in any federally-assisted Award.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows: The certification in this clause is a material representation of fact relied upon by the RTA. If it is later determined by the RTA that Contractor knowingly rendered an erroneous certification, in addition to remedies available to the RTA, the Federal

Government may pursue available remedies, including but not limited to suspension and/or debarment. Contractor shall comply with the requirements of 2 CFR part 180, subpart C, as supplemented by 2 CFR part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

## Fly America

[Applies to contracts and subcontracts involving the transportation of persons or property by air between a place in the United States and a place outside of the United States, or between places outside the United States, when the FTA will participate in the cost of such air transportation.]

As used in this clause: (1) “international air transportation” means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States; (2) “United States” means the 50 States, the District of Columbia, and outlying areas; and (3) “U.S.-flag air carrier” means an air carrier holding a certificate under 49 U.S.C. Chapter 411.

When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires contractors, recipients, and others use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.

If available, Contractor, in performing work under this contract, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property.

If Contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, then Contractor shall include a statement on vouchers involving such transportation essentially as follows:

> *Statement of Unavailability of U.S. - Flag Air Carriers - International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons. See FAR § 47.403. [State reasons]:*
> _____ *(End of statement)*

Contractor shall include the substance of this clause in each subcontract or purchase under this contract that may involve international air transportation.

## Lobbying Restrictions

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] - Contractors who apply or bid for an award of $100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any RTA, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the RTA.

## Severability

The Contractor agrees that if any provision of this agreement or any amendment thereto is determined to be invalid, then the remaining provisions thereof that conform to federal laws, regulations, requirements, and guidance will continue in effect.

## Federal Tax Liability and Recent Felony Convictions

The contractor certifies that it:
Does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and
Was not convicted of the felony criminal violation under any Federal law within the preceding 24 months.
If the contractor cannot so certify, the Recipient will refer the matter to FTA and not enter into any Third-Party Agreement with the Third-Party Participant without FTA’s written approval.
Flow-Down. The contractor agrees to flow this requirement down to participants at all lower tiers, without regard to the value of any sub agreement.

## Environmental Protections

Contractor shall comply with all applicable environmental and resource use laws, regulations, and requirements, and follow applicable guidance, now in effect or that may become effective in the future, including state and local laws, ordinances, regulations, and requirements and follow applicable guidance.

1. National Environmental Policy Act

A. Contractor shall comply and facilitate compliance with federal laws, regulations, and requirements, including, but not limited to: (a) federal transit laws, such as 49 U.S.C. § 5323(c)(2), and 23 U.S.C. § 139; (b) the National Environmental Policy Act of 1969 (NEPA), as amended, 42 U.S.C. §§ 4321 et seq., as limited by 42 U.S.C. § 5159, and CEQ's implementing regulations 40 C.F.R. part 1500 – 1508; (c) joint FHWA and FTA regulations, "Environmental Impact and Related Procedures," 23 C.F.R. part 771 and 49 C.F.R. part 622; (d) Executive Order No. 11514, as amended, "Protection and Enhancement of Environmental Quality," March 5, 1970, 42 U.S.C. § 4321 note; and (e) other federal environmental protection laws, regulations, and requirements applicable to Contractor.

B. Contractor shall follow federal guidance to the extent that the guidance is consistent with applicable authorizing legislation, which may include: (a) joint FHWA and FTA final guidance, "Interim Guidance on MAP-21 Section 1319, Accelerated Decision making in Environmental Reviews," January 14, 2013; (b) joint FHWA and FTA final guidance, "SAFETEA-LU Environmental Review Process (Pub. L. 109-59)," 71 Fed. Reg. 66576, November 15, 2006; and (c) other federal environmental guidance applicable to the Contractor.

2. Environmental Justice. Contractor shall promote environmental justice by following: (1) Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," February 11, 1994, 42 U.S.C. § 4321 note, as well as facilitating compliance with that Executive Order; (2) U.S. DOT Order 5610.2, "Department of Transportation Actions To Address Environmental Justice in Minority Populations and Low-Income Populations," 62 Fed. Reg. 18377, April 15, 1997; and (3) the most recent edition of FTA Circular 4703.1, "Environmental Justice Policy Guidance for Federal Transit Administration Recipients," August 15, 2012, to the extent consistent with applicable federal laws, regulations, requirements, and guidance.

3. Other Environmental Federal Laws. Contractor shall comply or facilitate compliance with all applicable federal laws, regulations, and requirements, and will follow applicable guidance, including, but not limited to, the Clean Air Act, Clean Water Act, Wild and Scenic Rivers Act of 1968, Coastal Zone Management Act of 1972, the Endangered Species Act of 1973, Magnuson Stevens Fishery Conservation and Management Act, Resource Conservation and Recovery Act, Comprehensive Environmental Response, Compensation, and Liability Act, Executive Order No. 11990 relating to "Protection of Wetlands," and Executive Order Nos. 11988 and 13690 relating to "Floodplain Management."

4. Use of Certain Public Lands. Contractor shall comply with U.S. DOT laws, specifically 49 U.S.C. § 303 (often referred to as "section 4(f)), and joint FHWA and FTA regulations, "Parks, Recreation Areas, Wildlife and Waterfowl Refuges, and Historic Sites," 23 C.F.R. part 774, and referenced in 49 C.F.R. part 622.

5. Historic Preservation. Contractor shall comply with: (1) U.S. DOT laws, including 49 U.S.C. § 303 (often referred to as "section 4(f)"), which requires certain findings be made before an Award may be undertaken if it involves the use of any land from a historic site that is on or eligible for inclusion on the National Register of Historic Places; (2) federal historic and archaeological preservation requirements of section 106 of the National Historic Preservation Act, as amended, 54 U.S.C. § 306108; (3) the Archeological and Historic Preservation Act of 1974, as amended, 54 U.S.C. § 312501 et seq.; (4) U.S. Advisory Council on Historic Preservation regulations, "Protection of Historic Properties," 36 C.F.R. part 800; and (5) other federal requirements and federal guidance to avoid or mitigate adverse effects on historic properties.

6. Indian Sacred Sites. Contractor shall facilitate compliance with federal efforts to promote the preservation of places and objects of religious importance to American Indians, Eskimos, Aleuts, and Native Hawaiians, and facilitate compliance with the American Indian Religious Freedom Act, 42 U.S.C. § 1996, and Executive Order No. 13007, "Indian Sacred Sites," May 24, 1996, 42 U.S.C. § 3161 note.

## Clean Air Act & Federal Water Pollution Control Act

Contractor shall ensure that it: (A) will not use any violating facilities; (B) will report the use of facilities placed on or likely to be placed on the U.S. EPA "List of Violating Facilities;" (C) will report violations of use of prohibited facilities to FTA; and (D) will comply with the inspection and other requirements of the Clean Air Act, as amended (42 U.S.C. §§ 7401 – 7671q); and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387).

## Violation & Breach of Contract

Unless otherwise provided for the RTA, the following provision shall apply:

1. Dispute Resolution. Disputes arising in the performance of this Contract that are not resolved by agreement of the parties shall be decided in writing by the authorized representative of RTA. This decision shall be final and conclusive unless within ten calendar days from the date of receipt of its copy, Contractor mails or otherwise furnishes a written appeal to the authorized representative of RTA. In connection with any such appeal, Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The

decision of the authorized representative of RTA shall be binding upon Contractor, and Contractor shall abide by the decision.

2. Performance During Disputes. Notwithstanding the existence of any dispute between the parties, insofar as is possible, under the terms of the Contract, Contractor shall continue to perform the obligations required of Contractor during the continuation of any such dispute unless enjoined or prohibited by an Ohio Court of competent jurisdiction.

3. Rights and Remedies. The duties and obligations imposed by the Contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the RTA or Contractor shall constitute a waiver of any right or duty afforded any of them under this Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed upon in writing.

## Buy America

Contractor shall comply with 49 U.S.C. 5323(j) and 49 CFR part 661, which provide that federal funds may not be obligated unless all steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR § 661.7 and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, microcomputer equipment, and software. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 CFR § 661.11. Contractor must submit to RTA the appropriate Buy America certification with its offer. Offers that are not accompanied by a completed Buy America certification will be rejected as nonresponsive.

Construction materials used in FTA-funded projects are subject to the domestic preference requirement of the Build America, Buy America Act, Pub. L. 117-58, div. G, tit. IX, §§ 70911 – 70927 (2021), as implemented by the U.S. Office of Management and Budget, the U.S. Department of Transportation, and FTA.

## Recycled Products (Solid Wastes)

Contractor shall provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and U.S. Environmental Protection RTA (U.S. EPA), “Comprehensive Procurement Guideline for Products Containing Recovered Materials,” 40 CFR part 247. The requirements of Section 6002 include: (A) procuring only items designated in guidelines of the U.S. EPA at 40 C.F.R. part 247 that

contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; (B) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (C) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

## Cargo Preference (Use Of U.S.-Flag Vessels)

[Applies to all contracts involving equipment, material, or commodities that may be transported by ocean vessels.]

Contractor shall use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the Contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels;

Contractor shall furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through Contractor in the case of a subcontractor's bill-of-lading); and

Contractor shall include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

## Prevailing Wage & Anti-Kickback

For all prime construction, alteration or repair contracts in excess of $2,000 awarded by FTA, Contractor shall comply with the Davis-Bacon Act and the Copeland “Anti-Kickback” Act. Under 49 U.S.C. § 5333(a), prevailing wage protections apply to laborers and mechanics employed on FTA assisted construction, alteration, or repair projects. Contractor will comply with the Davis-Bacon Act, 40 U.S.C. §§ 3141-3144, and 3146-3148 as supplemented by DOL regulations at 29 CFR part 5, “Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction.” In accordance with the statute, Contractor shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

In addition, Contractor shall pay wages not less than once a week. Contractor shall also comply with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by DOL regulations at 29 CFR part 3, “Contractors and Subcontractors on Public Building

or Public Work Financed in Whole or in part by Loans or Grants from the United States." Contractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

## Contract Work Hours & Safety Standards

For all contracts in excess of $100,000 that involve the employment of mechanics or laborers, Contractor shall comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701-3708), as supplemented by the DOL regulations at 29 CFR part 5. Under 40 U.S.C. § 3702 of the Act, Contractor shall compute the wages of every mechanic and laborer, including watchmen and guards, on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or to contracts for transportation or transmission of intelligence.

In the event of any violation of the clause set forth herein, Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of this clause in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by this clause.

The FTA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in this section.

Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this Contract.

## Veterans Employment

Contractor shall give a hiring preference, to the extent practicable, to veterans (as defined in U.S.C. Section 2108 of title 5) who have the requisite skills and abilities to perform the construction work required under the Contract. This requirement shall not be understood, construed or enforced in any manner that would require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

## Bonding

Bonds are required for all construction or facility improvement contracts and subcontracts exceeding the simplified acquisition threshold. FTA may accept the bonding policy and requirements of the RTA if FTA has determined that the Federal interest is adequately protected. If such a determination has not been made, the following minimum requirements apply:

1. A bid guarantee from each bidder equivalent to five percent of the bid price. The “bid guarantee” must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.
2. A performance bond on the part of Contractor for 100 percent of the contract price. A “performance bond” is one executed in connection with a contract to secure fulfillment of all of Contractor's obligations under such contract.
3. A payment bond on the part of Contractor for 100 percent of the contract price. A “payment bond” is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

## Seismic Safety

Contractor shall design and construct any new building or addition to an existing building in accordance with the standards for Seismic Safety required in Department of Transportation (DOT) Seismic Safety Regulations (49 CFR part 41) and will certify its compliance to the extent required by the regulation. Contractor shall ensure that all work performed under this Contract, including work performed by a subcontractor, is in compliance with the standards required by the Seismic Safety regulations and the certification of compliance issued on the project.

## Substance Abuse (Drug & Alcohol Testing)

Contractor shall establish and implement a drug and alcohol testing program that complies with “Procedures for Transportation Workplace Drug and Alcohol Testing

Programs" (49 CFR Part 40) and "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations" (49 CFR Part 655), produce any documentation necessary to establish its compliance with parts 655 and 40, and permit any authorized representative of the United States Department of Transportation or its operating administrations, or RTA, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR part 655 and 49 CFR part 40 and review the testing process.

Contractor shall also submit for review and approval a copy of its substance abuse prevention policy developed to implement its drug and alcohol testing program. Contractor shall require the inclusion of the language of this clause within subcontracts of all tiers involving the performance of a safety-sensitive function under the Contract.

## BID REQUIREMENTS

### Authorized Personnel*

By submitting a bid, the individual submitting is confirming that they are authorized to do so on behalf of the Company named in the bid.

☐ Please confirm

*Response required

### FTA Clauses Confirmation*

By confirming, contractor agrees and complies with the Federal Clauses the apply to this procurement.

☐ Please confirm

*Response required

### How did your organization learn about this solicitation opportunity?

How did your organization learn about this solicitation opportunity?

*Select all that apply*

☐ Direct OpenGov Invite Email
☐ Newspaper Ad (Transit Talent, Dayton Weekly News, etc.)
☐ NAICS Code Project Search
☐ RTA OpenGov Subscriber
☐ RTA Employee reached out directly (phone, email, or in-person)
☐ RTA Procurement Website (iriderta.org/about/doing-business)
☐ Other

### Evidence of Licensing and Qualifications*

Companies doing business with RTA must be licensed to do business in the State of Ohio or covenant to obtain such qualification prior to award of the contract. To meet this requirement,

Contractors must submit a copy of their Certificate of Good Standing with their bid or proposal. Certificates of Good Standing can be obtained through the Ohio Secretary of State website here:

https://ohio.gov/business/resources/certificates-of-good-standing

In addition, the Contractor may be required, upon request, to prove that they have the skill and experience and the necessary facilities and financial resources to perform the contract in a responsible and satisfactory manner.

*Response required

**Professional References**

Please provide at least three (3) professional references for which your organization has done business. Include the name of the company, contact name, and the contact's email address and phone number.

**Applicable NAICS Codes**

Please submit the NAICS codes that apply organization. This helps ensure we pre-invite you to future solicitations related to those codes.

*Maximum response length: 200 characters*

**W-9**

Please upload your firm's W-9.

**Sam.gov Confirmation***

Please upload a screenshot from SAM.gov website to confirm that your company has no active exclusions. To get to the correct page go to sam.gov/content/home then click on the "Search" tab. After this, under "Select Domain" you can select "Entity Information." This is the page where you will be able to search you organization and take a picture of your screen and then upload the picture under this requirement.

*Response required

**Affirmative Action Assurance (AAA) Certification***

The Affirmative Action Assurance Program (AAAP) is a management tool designed to ensure equal employment opportunities. It should include efforts required to remedy all effects of discriminatory patterns and practices impacting women and minorities.

Only awarded vendors with 50 or more employees with a contract that exceeds $100,000 or more are required to apply for AAA certification.

To receive an Affirmative Action Assurance (AAA) Certification, vendors 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 call (937) 333-1430.

**Please submit a copy of AAA Certificate supplied through CityBOTS. If approval email has not been received yet, submit a document stating that the application is pending approval.** A copy of the certification must be received by RTA prior to award.

*Response required

## Bid Guaranty*

Pursuant to Section 153.54 et seq. of the Ohio Revised Code, the bidder shall submit a bid guaranty in the form of either:

1. A bond for the full amount of the bid conditioned that if the bid is accepted, the bidder after the awarding or the recommendation for awarding the contract, will enter into a proper contract based upon the bid; or
2. A certified check, cashier's check, or letter of credit pursuant to Chapter 1305, Ohio Revised Code, in the amount of ten percent of the base bid amount. If a ten percent guaranty is submitted, provided that the bid is accepted, the bidder will, after the awarding or recommendation for awarding the contract, enter into a proper contract and indemnify the RTA against all damages suffered by failure to perform the contract by supplying a performance bond in accordance with Section 153.54(2) et. seq. of the Ohio Revised Code for the full amount of the contract.

*Response required

## Performance Bond*

The successful bidder shall furnish, at its own expense, a performance bond for 100 percent of the contract price no more than (5) days after notification of award, as a guarantee of good faith on behalf of the contractor that the terms of the specifications will be complied with. The performance bond shall, on its face, reference the date(s) of the contract period and the material, equipment or service covered by the contract. This bond shall be guaranteed by a surety company licensed to do business in the State of Ohio.

The performance bond shall be conditioned on the complete performance of the contract, in accordance with the Ohio Revised Code Section 306.43. The RTA will not agree to release the surety on a performance bond until at least sixty (60) days after the acceptance of the project, to be provided under the contract, and the RTA reserves the right to require the surety to remain bound thereafter to the extent that the RTA may reasonably deem it necessary to do so to protect itself from the possibility of defective goods and/or services.

☐ Please confirm

*Response required

## Insurance Confirmation*

By confirming, contractor agrees and complies with the minimum insurance requirements per the attached Terms and Conditions.

Certificates of Liability Insurance are required to be provided at the time of award.

☐ Please confirm

*Response required

## Warranty and Guarantee Confirmation*

Please acknowledge and confirm you have read and agree to the warranty clauses in Attachment B, General Terms and Conditions. and Attachment C, Construction Terms and Conditions.

☐ Please confirm

*Response required

## Prevailing Wages Confirmation*

Confirm the following:

Upon award of this contract, I certify that the wages paid to all employees for the full number of hours worked in connection with this project during the entire contract period, will be in accordance with the prevailing wage and Davis-Bacon regulations described in the FTA Required clauses and terms and conditions. I further certify that no rebates or deductions have been or will be made, directly or indirectly, from any wages paid in connection with this project, other than those provided by law.

☐ Please confirm

*Response required

## Disadvantaged Business Enterprise (DBE) Requirements

If the offeror is a DBE or is utilizing DBE subcontractors, please complete the attached form.

**NOTICE: Document links only work in browser**

- DBE_Forms_3.18.26.docx

## Non-Collusion Affidavit*

Contractors shall submit an affidavit stating that neither the submitting party nor its agents, nor any other party on its behalf, has paid or agreed to pay, directly or indirectly, any person, firm, or corporation, any money or valuable consideration for assistance in procuring or attempting to procure the contract that may result from this solicitation, and further agrees that no such money or consideration will be hereafter paid.

Please download the below documents, complete, and upload.

**NOTICE: Document links only work in browser**

- Non-Collusion_Affidavit.docx

*Response required

## Personal Property Tax Affidavit*

Contractors shall submit to the RTA's Chief Financial Officer, a statement affirmed under oath that the person with whom the contract is to be made was not charged at the time the bid or proposal was submitted with any delinquent personal property taxes on the general list of personal property of any county in which the taxing district has territory or that such person was charged with delinquent personal property taxes on any such tax list, in which case the statement shall also set forth the amount of such due and unpaid delinquent taxes and any due and unpaid penalties and interest thereon. If the statement indicates that the taxpayer was charged with any such taxes, a copy of the statement shall be transmitted by the Chief Financial Officer to the county treasurer within 30 days of the date it is submitted.

Please download the below documents, complete, and upload.

**NOTICE: Document links only work in browser**

- Personal_Property_Tax_Affid...

*Response required

## Buy America Certification*

For information on requirements, see Section 4 FTA Required Clauses. Please download the below documents, complete, and upload.

**NOTICE: Document links only work in browser**

- Buy_America_Certification.docx

*Response required

## Clean Air Policy Certification*

For information on requirements, please see attached Terms and Conditions and Federal Clauses.

Please download the below documents, complete, and upload.

**NOTICE: Document links only work in browser**

- Clean_Air_Policy_Certificat...

*Response required

## Lobbying Restrictions Certification*

For information on requirements, please see attached Terms and Conditions and Federal Clauses. Please download the below documents, complete, and upload.

**NOTICE: Document links only work in browser**

- Lobbying_Certification.docx

*Response required

**Procurement Integrity Certification***

Please download the below documents, complete, and upload.

**NOTICE: Document links only work in browser**

- Procurement_Integrity_Certi...

*Response required

**Debarment and Suspension Certification***

For information on requirements, please see attached Terms and Conditions and Federal Clauses. Please download the below documents, complete, and upload.

**NOTICE: Document links only work in browser**

- Debarment_and_Suspension_Ce...

*Response required

**Tax Liability Certification***

Please download the below documents, complete, and upload.

**NOTICE: Document links only work in browser**

- Tax_Liability_Certification...

*Response required

**Additional Information (If Needed)**

For any additional information requested or required by any of your previously provided answers please upload that additional documentation here.

**BID FORM**

**BASIS OF AWARD:** The award of this contract is based on the lowest responsive and responsible bidder(s) as determined by the Greater Dayton Regional Transit Authority (RTA).

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

The bidder hereby agrees to provide the goods/services as listed below and in accordance with the specifications on file at the office of the Director of Procurement, Greater Dayton Regional Transit Authority, 4 S. Main Street, Dayton, Ohio 45402, which have been carefully examined, and which are incorporated herein and made a part of the bid documentation.

**Engineer's Estimate:** 1,640,000

## PRICING TABLE

| Line Item | Description | Quantity | Unit of Measure | Hourly Rate | Total |
|---|---|---|---|---|---|
| **YEAR 1**<br><br>**YEAR 1 - SECTION A: Labor Rate by Classification** | | | | | |
| 1 | Carpenter Foreman | 500 | Hours | | |
| 2 | Carpenter | 1,500 | Hours | | |
| 3 | Carpenter Apprentice | 1,000 | Hours | | |
| 4 | Drywall Finisher | 1,500 | Hours | | |
| 5 | Laborer | 750 | Hours | | |
| 6 | Laborer Foreman | 350 | Hours | | |
| 7 | Painter | 100 | Hours | | |
| 8 | Millwright/Specialty Installer | 250 | Hours | | |
| **YEAR 1 - SECTION B: Equipment Rates** | | | | | |
| 1 | Scissor Lift | 250 | Hours | | |
| 2 | Boom Lift | 250 | Hours | | |
| 3 | Drywall Lift | 250 | Hours | | |
| 4 | Mobile Scaffold | 250 | Hours | | |
| **Year 2**<br><br>**YEAR 2 - SECTION A: Labor Rate by Classification** | | | | | |
| 1 | Carpenter Foreman | 250 | Hour | | |
| 2 | Carpenter | 750 | Hour | | |
| 3 | Carpenter Apprentice | 250 | Hour | | |
| 4 | Drywall Finisher | 250 | Hour | | |

| Line Item | Description | Quantity | Unit of Measure | Hourly Rate | Total |
|---|---|---|---|---|---|
| 5 | Laborer | 250 | Hour | | |
| 6 | Laborer Foreman | 150 | Hour | | |
| 7 | Painter | 100 | Hour | | |
| 8 | Millwright/Specialty Installer | 250 | Hour | | |
| **YEAR 2 - SECTION B: Equipment Rates** | | | | | |
| 1 | Scissor Lift | 150 | Hour | | |
| 2 | Boom Lift | 150 | Hour | | |
| 3 | Drywall Lift | 150 | Hour | | |
| 4 | Mobile Scaffold | 150 | Hour | | |
| **YEAR 3** | | | | | |
| **YEAR 3 - SECTION A: Labor rate by Classification** | | | | | |
| 1 | Carpenter Foreman | 250 | Hour | | |
| 2 | Carpenter | 750 | Hour | | |
| 3 | Carpenter Apprentice | 250 | Hour | | |
| 4 | Drywall Finisher | 250 | Hour | | |
| 5 | Laborer | 250 | Hour | | |
| 6 | Laborer Foreman | 150 | Hour | | |
| 7 | Painter | 100 | Hour | | |
| 8 | Millwright/Specialty Installer | 250 | Hour | | |
| **YEAR 3 - SECTION B: Equipment Rates** | | | | | |
| 1 | Scissor Lift | 150 | Hour | | |
| 2 | Boom Lift | 150 | Hour | | |

| Line Item | Description | Quantity | Unit of Measure | Hourly Rate | Total |
|---|---|---|---|---|---|
| 3 | Drywall Lift | 150 | Hour | | |
| 4 | Mobile Scaffold | 150 | Hour | | |
| **Option Year 1** | | | | | |
| **OPTION YEAR 1 - SECTION A: Labor rate by Classification** | | | | | |
| 1 | Carpenter Foreman | 250 | Hour | | |
| 2 | Carpenter | 750 | Hour | | |
| 3 | Carpenter Apprentice | 250 | Hour | | |
| 4 | Drywall Finisher | 250 | Hour | | |
| 5 | Laborer | 250 | Hour | | |
| 6 | Laborer Foreman | 150 | Hour | | |
| 7 | Painter | 100 | Hour | | |
| 8 | Millwright/Specialty Installer | 250 | Hour | | |
| **OPTION YEAR 1 - SECTION B: Equipment Rates** | | | | | |
| 1 | Scissor Lift | 150 | Hour | | |
| 2 | Boom Lift | 150 | Hour | | |
| 3 | Drywall Lift | 150 | Hour | | |
| 4 | Mobile Scaffold | 150 | Hour | | |
| **Option Year 2** | | | | | |
| **OPTION YEAR 2 - SECTION A: Labor rate by Classification** | | | | | |
| 1 | Carpenter Foreman | 250 | Hour | | |
| 2 | Carpenter | 750 | Hour | | |
| 3 | Carpenter Apprentice | 250 | Hour | | |

| Line Item | Description | Quantity | Unit of Measure | Hourly Rate | Total |
|---|---|---|---|---|---|
| 4 | Drywall Finisher | 250 | Hour | | |
| 5 | Laborer | 250 | Hour | | |
| 6 | Laborer Foreman | 150 | Hour | | |
| 7 | Painter | 100 | Hour | | |
| 8 | Millwright/Specialty Installer | 250 | Hour | | |
| **OPTION YEAR 2 - SECTION B: Equipment Rates** | | | | | |
| 1 | Scissor Lift | 150 | Hour | | |
| 2 | Boom Lift | 150 | Hour | | |
| 3 | Drywall Lift | 150 | Hour | | |
| 4 | Mobile Scaffold | 150 | Hour | | |
| **TOTAL** | | | | | |

## FIXED FEE PER SQUARE FOOT (NOT PRICE OF MATERIAL)

RTA will reimburse direct materials costs plus a fixed fee per square foot of material to cover overhead and administrative costs. Please enter the additional fixed fee per square foot RTA will pay on top of material reimbursement.

| Line Item | Description | Quantity | Unit of Measure | Unit Cost | Total |
|---|---|---|---|---|---|
| 1 | 1/2 Inch Drywall to Finish 4 (Year 1 Price of fixed fee that will be added on top of reimbursement cost. Each other contract year the fixed fee will be increased by 3%) | 1 | Square foot | | |
| 2 | Wood Framing and Blocking (Year 1 Price of fixed fee that will be added on top of reimbursement cost. Each other contract year the fixed fee will be increased by 3%) | 1 | Square foot | | |

| Line Item | Description | Quantity | Unit of Measure | Unit Cost | Total |
|---|---|---|---|---|---|
| 3 | Metal Framing and Blocking (Year 1 Price of fixed fee that will be added on top of reimbursement cost. Each other contract year the fixed fee will be increased by 3%) | 1 | Square foot | | |
| 4 | Wall Priming (Year 1 Price of fixed fee that will be added on top of reimbursement cost. Each other contract year the fixed fee will be increased by 3%) | 1 | Square foot | | |
| 5 | Finish Painting (Year 1 Price of fixed fee that will be added on top of reimbursement cost. Each other contract year the fixed fee will be increased by 3%) | 1 | Square foot | | |
| 6 | 4 inch Cove Base (Year 1 Price of fixed fee that will be added on top of reimbursement cost. Each other contract year the fixed fee will be increased by 3%) | 1 | Linear foot | | |
| 7 | ACT with Armstrong Ultima Tile (Approved Equivalent) and Grid. (Year 1 Price of fixed fee that will be added on top of reimbursement cost. Each other contract year the fixed fee will be increased by 3%) | 1 | Square foot | | |
| **Any additional materials will be reimbursed directly with no fixed fee.** | | | | | |
| **TOTAL** | | | | | |